



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header @ 9

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- General Information
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- Clarification Request

Procurement Folder: 1067892

Procurement Type: Central Master Agreement

Vendor ID: VS0000013561

Legal Name: PHOENIX SOLUTIONS LLC

Alias/DBA:

Total Bid: \$691,750.00

Response Date: 08/09/2022

Response Time: 12:45

Responded By User ID: PhoenixSol123

First Name: Jay

Last Name: Clingenpeel

Email: jclingenpeel@phxsns.cor

Phone: 3042124700

SO Doc Code: CRFQ

SO Dept: 0313

SO Doc ID: DEP2300000003

Published Date: 8/9/22

Close Date: 8/10/22

Close Time: 13:30

Status: Closed

Solicitation Description: OSR Polymer - Open End

Total of Header Attachments: 9

Total of All Attachments: 9



Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Centralized Request for Quote  
 Service - Prof

<b>Proc Folder:</b> 1067892		<b>Reason for Modification:</b>	
<b>Doc Description:</b> OSR Polymer - Open End		Addendum #1 issued to publish agency responses to all vendor submitted questions and publish pre-bid sign in sheet.	
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2022-08-09	2022-08-10 13:30	CRFQ 0313 DEP2300000003	2

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Customer Code: *VS0000013561*  
 Vendor Name: *Phoenix Solutions, LLC*  
 Address: *1910 Dents Run Rd, Morgantown, WV 26561*  
 Street: *1910 Dents Run Rd*  
 City: *Morgantown*  
 State: *WV* Country: *US* Zip: *26501*  
 Principal Contact: *Jay Clingenpeel*  
 Vendor Contact Phone: *(304) 212-4700* Extension: *-*

**FOR INFORMATION CONTACT THE BUYER**  
 Joseph E Hager III  
 (304) 558-2306  
 joseph.e.hageriii@wv.gov

Vendor Signature X *[Signature]* FEIN# *82-0777715* DATE *August 9, 2022*

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Environmental Protection, Office of Special Reclamation (OSR) to establish an open-end contract to supply Liquid Cationic & Anionic Emulsion Polymer and Anionic Dry Polymer to be delivered to various Water Treatment Facilities across the state per the attached specifications and terms and conditions.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV US		STATE OF WEST VIRGINIA  VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Cationic Emulsion Polymer - Clay County	3000.00000	LB	2.29	6810.00

Comm Code	Manufacturer	Specification	Model #
47131910	Phoenix Solutions, LLC	Cationic Emulsion Liquid Polymer	PE-6070

**Extended Description:**

Cationic Emulsion Polymer - Clay County Quantities are estimated and for bid purposes only.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV US		STATE OF WEST VIRGINIA  VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Cationic Emulsion Polymer - Grant County	3000.00000	LB	2.29	6870.00

Comm Code	Manufacturer	Specification	Model #
47131910	Phoenix Solutions, LLC	Cationic Emulsion Liquid Polymer	PE-6070

**Extended Description:**

Cationic Emulsion Polymer - Grant County Quantities are estimated and for bid purposes only.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City US	
	WV		WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Cationic Emulsion Polymer - Marion County	3000.00000	LB	2.29	6870.00

Comm Code	Manufacturer	Specification	Model #
47131910	Phoenix Solutions, LLC Cationic Emulsion Liquid Polymer PE-6070		

**Extended Description:**

Cationic Emulsion Polymer - Marion County Quantities are estimated and for bid purposes only.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City US	
	WV		WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Cationic Emulsion Polymer - Mineral County	3000.00000	LB	2.29	6870.00

Comm Code	Manufacturer	Specification	Model #
47131910	Phoenix Solutions LLC, Cationic Emulsion Liquid Polymer PE-6070		

**Extended Description:**

Cationic Emulsion Polymer - Mineral County Quantities are estimated and for bid purposes only.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City US	
	WV		WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Cationic Emulsior Polymer - Monongalia County	3000.00000	LB	2.29	6870.00

Comm Code	Manufacturer	Specification	Model #
47131910	Phoenix Solutions LLC	Cationic Emulsion Liquid Polymer	PE-6070

**Extended Description:**

Cationic Emulsion Polymer - Monongalia County Quantities are estimated and for bid purposes only.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City US	
	WV		WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Cationic Emulsion Polymer - Preston County	50000.00000	LB	2.29	114,500.00

Comm Code	Manufacturer	Specification	Model #
47131910	Phoenix Solutions LLC	Cationic Emulsion Liquid Polymer	PE-6070

**Extended Description:**

Cationic Emulsion Polymer - Preston County Quantities are estimated and for bid purposes only.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City US	
	WV		WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Cationic Emulsion Polymer - Upshur County	10000.00000	LB	2.29	22,900.00

Comm Code	Manufacturer	Specification	Model #
47131910	Phoenix Solutions LLC	Cationic Emulsion Liquid Polymer	PE-6070

**Extended Description:**

Cationic Emulsion Polymer - Lpshur County Quantities are estimated and for bid purposes only.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City US	
	WV		WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Anionic Emulsion Polymer - Marion County	50000.00000	LB	1.76	88,000.00

Comm Code	Manufacturer	Specification	Model #
47131910	Phoenix Solutions LLC	Anionic Emulsion Liquid Polymer	PE-6070M

**Extended Description:**

Anionic Emulsion Polymer - Marion County. Quantities are estimated and for bid purposes only.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Anionic Dry Polymer - Marion County	150000.00000	LB	2.88	432,000.00

Comm Code	Manufacturer	Specification	Model #
47131910	Phoenix Solutions LLC	Anionic Dry Polymer	Minefloc PD-7040

**Extended Description:**

Anionic Dry Polymer - Marion County. Quantities are estimated and for bid purposes only.

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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SOLICITATION NUMBER: CRFQ 0313 DEP2300000003

Addendum Number:

No.01

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- | Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

**Description of Modification to Solicitation:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. To publish agency responses to all vendor submitted questions
2. To publish pre-bid sign in sheet.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

Addendum #1  
OSR Polymer Open End Contract  
CRFQ DEP23\*03

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The following are questions that were identified at the Pre-Bid Conference (PBC) conducted on-site on August 3, 2022, questions provided to the WVDEP Procurement. The answers and clarifications provided herein take precedence over verbal answers at the PBC and previously provided specifications and descriptions provided in the Solicitation should there be any conflicts between the two.

**QUESTIONS**

- Q1.** For the anionic powder for Marion County (line 9), can you clarify the packaging size? Is it 50-55 pounds palletized bags or is it 1,400 - 1,700-pound super sacks?
- A1.** It would be 50-55 pound bags or pails.
- Q2.** Are more detailed specifications available for this procurement? Specifically, what are the applications for the polymers bid? The bid mentions water plant use, but does this also encompass waste water treatment plants? Finally, do these polymers need any special certifications (i.e. NSF 60, etc.)?
- A2.** These polymers are for AMD Treatment Plants, not for Municipal Water or Wastewater Treatment Plants. No, the polymer does not need to meet NSF 60 certification.
- Q3.** Vendor must be able to store or warehouse a minimum of 11,000 pounds of polymer in the State of West Virginia at all times. We currently stock most of our polymers in Steubenville, Ohio just across the river from Weirton, WV. Steubenville is within a 2 hours' drive of most of the sites listed in this bid.  
Would that be an acceptable location to warehouse the product or does have to be stored in WV?
- A3.** Yes, Steubenville would be accepted since it is within the acceptable radius of the treatment plants.
- Q4.** 3.1.1.6 – Dry polymer must come packaged in 50 – pound bags or 5 – gallon pails for storage and dispensing at the treatment facility. Our dry polymer comes in 55 pounds bags. Would 55 pounds bags of dry polymer be acceptable instead of 50-pound bags?
- A4.** Yes, 55 pound bags will be acceptable.

# Pre-Bid Sign-In Sheet

Solicitation Number: ARFQ DEP23\*03

Date of Pre-Bid Meeting: August 3, 2022

Location of Prebid Meeting: Omega AMD Treatment Facility

*Please Note:*

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.  
 Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.  
 For further verification, please also provide a business card if possible.

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
Phoenix Solutions	Jay Clingenpeel	1910 Dents Run Rd Martinsburg, WV 26001	304-212-4700 724-914-7400	—	jclingenpeel@phsolutions.com
Kroff Chemical	Zach Rouzee	ONE North Shore Suite 450 12 Federal St Pittsburgh, PA 15212	304-290-9300 412-321-9800	412-321-9802	ZROUZZE@KROFF.COM
<del>Mark Ducky</del>					
<del>8/3/22</del>					

**\*One Vendor Per Representative** - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

# Pre-Bid Sign-In Sheet

Solicitation Number: ARFQ DEP23\*03

Date of Pre-Bid Meeting: August 3, 2022

Location of Prebid Meeting: Omega AMD Treatment Facility

**Please Note:**

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.  
 Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.  
 For further verification, please also provide a business card if possible.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
Phoenix Solutions	Jay Clingenpeel	1910 Dents Run Rd Morgantown, WV 26501	304-212-4700 724-914-7400	—	jclingenpeel@phxsns.com
Kroff Chemical	Zach Rouzee	ONE North Shore Suite 450 12 Federal St Pittsburgh, PA 15212	304-290-9300 412-321-9800	412-321-9800	ZROUZZE@KROFF.COM
<del>Mark Dackey</del>					
<del>8/3/22</del>					

**\*One Vendor Per Representative** - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DEP23\*03**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

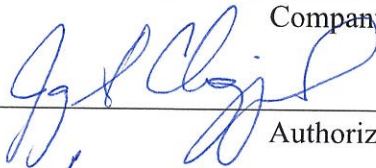
(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Phoenix Solutions, LLC

Company



Authorized Signature

August 9, 2022

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012



Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Centralized Request for Quote  
 Service - Prof

<b>Proc Folder:</b> 1067892		<b>Reason for Modification:</b> Addendum #1 issued to publish agency responses to all vendor submitted questions and publish pre-bid sign in sheet.	
<b>Doc Description:</b> OSR Polymer - Open End			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2022-08-09	2022-08-10 13:30	CRFQ 0313 DEP2300000003	2


**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:** VS000013561  
**Vendor Name:** Phoenix Solutions, LLC  
**Address:** 1910 Dents Run Rd, Morgantown, WV 26501  
**Street:** 1910 Dents Run Rd  
**City:** Morgantown  
**State:** WV **Country:** US **Zip:** 26501  
**Principal Contact:** Jay Clingenpeel  
**Vendor Contact Phone:** (304) 212-4700 **Extension:** -

**FOR INFORMATION CONTACT THE BUYER**  
 Joseph E Hager III  
 (304) 558-2306  
 joseph.e.hageriii@wv.gov

**Vendor Signature X**  **FEIN#** 82-0777715 **DATE** August 9, 2022

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Environmental Protection, Office of Special Reclamation (OSR) to establish an open-end contract to supply Liquid Cationic & Anionic Emulsion Polymer and Anionic Dry Polymer to be delivered to various Water Treatment Facilities across the state per the attached specifications and terms and conditions.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV US		STATE OF WEST VIRGINIA  VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Cationic Emulsion Polymer - Clay County	3000.00000	LB	2.29	6810.00

Comm Code	Manufacturer	Specification	Model #
47131910	Phoenix Solutions, LLC	Cationic Emulsion Liquid Polymer	PE-6070

**Extended Description:**

Cationic Emulsion Polymer - Clay County Quantities are estimated and for bid purposes only.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV US		STATE OF WEST VIRGINIA  VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Cationic Emulsion Polymer - Grant County	3000.00000	LB	2.29	6870.00

Comm Code	Manufacturer	Specification	Model #
47131910	Phoenix Solutions, LLC	Cationic Emulsion Liquid Polymer	PE-6070

**Extended Description:**

Cationic Emulsion Polymer - Grant County Quantities are estimated and for bid purposes only.



INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City US	
	WV		WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Cationic Emulsior Polymer - Marion County	3000.00000	LB	2.29	6870.00

Comm Code	Manufacturer	Specification	Model #
47131910	Phoenix Solutions, LLC Cationic Emulsion Liquid Polymer PE-6070		

**Extended Description:**

Cationic Emulsion Polymer - Marion County Quantities are estimated and for bid purposes only.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City US	
	WV		WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Cationic Emulsion Polymer - Mineral County	3000.00000	LB	2.29	6870.00

Comm Code	Manufacturer	Specification	Model #
47131910	Phoenix Solutions LLC, Cationic Emulsion Liquid Polymz PE-6070		

**Extended Description:**

Cationic Emulsion Polymer - Mineral County Quantities are estimated and for bid purposes only.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City US	
	WV		WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Cationic Emulsior Polymer - Monongalia County	3000.00000	LB	2.29	6870.00

Comm Code	Manufacturer	Specification	Model #
47131910	Phoenix Solutions LLC	Cationic Emulsion Liquid Polymer	PE-6070

**Extended Description:**

Cationic Emulsion Polymer - Monongalia County Quantities are estimated and for bid purposes only.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City US	
	WV		WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Cationic Emulsion Polymer - Preston County	50000.00000	LB	2.29	114,500.00

Comm Code	Manufacturer	Specification	Model #
47131910	Phoenix Solutions LLC	Cationic Emulsion Liquid Polymer	PE-6070

**Extended Description:**

Cationic Emulsion Polymer - Preston County Quantities are estimated and for bid purposes only.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City US	
	WV		WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Cationic Emulsior Polymer - Upshur County	10000.00000	LB	2.29	22,900.00

Comm Code	Manufacturer	Specification	Model #
47131910	<i>Phoenix Solutions LLC</i>	<i>Cationic Emulsion Liquid Polymer</i>	<i>PE-6070</i>

**Extended Description:**

Cationic Emulsion Polymer - Upshur County Quantities are estimated and for bid purposes only.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City US	
	WV		WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Anionic Emulsion Polymer - Marion County	50000.00000	LB	1.76	88,000.00

Comm Code	Manufacturer	Specification	Model #
47131910	<i>Phoenix Solutions LLC</i>	<i>Anionic Emulsion Liquid Polymer</i>	<i>PE-6070M</i>

**Extended Description:**

Anionic Emulsion Polymer - Marion County. Quantities are estimated and for bid purposes only.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI US		STATE OF WEST VIRGINIA  VARIOUS LOCATIONS AS INDICATED BY ORDER  No City US	
	WV		WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Anionic Dry Polymer - Marion County	150000.00000	LB	2.88	432,000.00

Comm Code	Manufacturer	Specification	Model #
47131910	Phoenix Solutions LLC	Anionic Dry Polymer	Minefloc PD-7040

**Extended Description:**  
Anionic Dry Polymer - Marion County. Quantities are estimated and for bid purposes only.

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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	Document Phase	Document Description	Page
DEP2300000003	Final	OSR Polymer - Open End	7

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

Omega Mining Site

2482 Grafton Road

August 3rd, 2022 @ 10:00 AM

Bidders will collect raw AMD water pH adjusted with lime slurry for testing.

Bidder must provide own collection containers (5 gallon buckets with a lid that seals recommended.)

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: **August 5th, 2022 @ 4:00 PM**

Submit Questions to: Josh Hager  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-3970  
Email: [Joseph.E.HagerIII@wv.gov](mailto:Joseph.E.HagerIII@wv.gov)

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

**For Request for Proposal ("RFP") Responses Only:** Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus NA convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

**Bid Delivery Address and Fax Number:**

Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130  
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER: Josh Hager

SOLICITATION NO.: CRFQ 0313 DEP 2300000003

BID OPENING DATE: See next page

BID OPENING TIME: See next page

FAX NUMBER: 304-558-3970

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: 08/10/2022 @ 1:30 PM ET

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.



**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in WVOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

**23. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor WYOASIS or the Purchasing Division’s website to determine when a contract has been awarded.

**24. ISRAEL BOYCOTT CERTIFICATION:** Vendor’s act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

## GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
  - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below

**Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of One (1) Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for \_\_\_\_\_ years;

the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

**One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

**Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.



Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: \$1 Million per occurrence.

**Automobile Liability Insurance** in at least an amount of: \$1 Million per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel

Revised 07/01/2022



products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES** – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title) Jay A Clingenpeel, Owner / Vice President

(Printed Name and Title) Jay A Clingenpeel, Owner / Vice President

(Address) 1910 Dents Run Rd, Morgantown, WV 26501

(Phone Number) / (Fax Number) (304) 212-4700 / NA


(email address) jclingenpeel@phxsns.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

*By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.*

Phoenix Solutions, L.C

(Company)

 Jay A Clingenpeel, Owner / Vice President

(Authorized Signature) (Representative Name, Title)

Jay A Clingenpeel, Owner / Vice President, August 8, 2022

(Printed Name and Title of Authorized Representative) (Date)

(304) 212-4700 / NA

(Phone Number) (Fax Number)

jclingenpeel@phxsns.com

(Email Address)

SOLICITATION NUMBER: CRFQ 0313 DEP2300000003

Addendum Number: No.01

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. To publish agency responses to all vendor submitted questions
2. To publish pre-bid sign in sheet.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# ATTACHMENT A

Addendum #1  
OSR Polymer Open End Contract  
CRFQ DEP23\*03

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The following are questions that were identified at the Pre-Bid Conference (PBC) conducted on-site on August 3, 2022, questions provided to the WVDEP Procurement. The answers and clarifications provided herein take precedence over verbal answers at the PBC and previously provided specifications and descriptions provided in the Solicitation should there be any conflicts between the two.

**QUESTIONS**

- Q1.** For the anionic powder for Marion County (line 9), can you clarify the packaging size? Is it 50-55 pounds palletized bags or is it 1,400 - 1,700-pound super sacks?
- A1.** It would be 50-55 pound bags or pails.
- Q2.** Are more detailed specifications available for this procurement? Specifically, what are the applications for the polymers bid? The bid mentions water plant use, but does this also encompass waste water treatment plants? Finally, do these polymers need any special certifications (i.e. NSF 60, etc.)?
- A2.** These polymers are for AMD Treatment Plants, not for Municipal Water or Wastewater Treatment Plants. No, the polymer does not need to meet NSF 60 certification.
- Q3.** Vendor must be able to store or warehouse a minimum of 11,000 pounds of polymer in the State of West Virginia at all times. We currently stock most of our polymers in Steubenville, Ohio just across the river from Weirton, WV. Steubenville is within a 2 hours' drive of most of the sites listed in this bid. Would that be an acceptable location to warehouse the product or does have to be stored in WV?
- A3.** Yes, Steubenville would be accepted since it is within the acceptable radius of the treatment plants.
- Q4.** 3.1.1.6 – Dry polymer must come packaged in 50 – pound bags or 5 – gallon pails for storage and dispensing at the treatment facility. Our dry polymer comes in 55 pounds bags. Would 55 pounds bags of dry polymer be acceptable instead of 50-pound bags?
- A4.** Yes, 55 pound bags will be acceptable.

# Pre-Bid Sign-In Sheet

Solicitation Number: ARFQ DEP23\*03

Date of Pre-Bid Meeting: August 3, 2022

Location of Prebid Meeting: Omega AMD Treatment Facility

*Please Note:*

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting. Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid. For further verification, please also provide a business card if possible.

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
Phoenix Solutions	Jay Clingenpeel	1910 Dents Run Rd Morgantown, WV 26501	304-212-4700 724-914-7400	—	jclingenpeel@phsolutions.com
Kroff Chemical	Zach Rouzee	ONE NORTH SHAW SUITE 450 12 FEDERAL ST PITTSBURGH, PA 15212	304-290-9300 412-321-9800	412-321-9802	ZROUZZE@KROFF.COM
<del>Mark Dackey</del>					
<del>8/3/22</del>					

*\*One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.*

# Pre-Bid Sign-In Sheet

Solicitation Number: ARFQ DEP23\*03

Date of Pre-Bid Meeting: August 3, 2022

Location of Prebid Meeting: Omega AMD Treatment Facility

*Please Note:*

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.  
 Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.  
 For further verification, please also provide a business card if possible.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
Phoenix Solutions	Jay Clingenpeel	1910 Dents Run Rd Morgantown, WV 26501	304-212-4700 724-914-7400	—	jclingenpeel@phxsns.com
KroFF Chemical	Zach Rouzee	ONC North Shore Suite 450 12 Federal St Pittsburgh, PA 15212	304-290-9300 412-321-9800	412-321-9800	ZROUZZE@KROFF.COM
<del>Mark Dackey</del>					
<del>8/3/22</del>					

*\*One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.*

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DEP23\*03**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Phoenix Solutions, LLC

Company

[Signature]

Authorized Signature

August 9, 2022

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.  
Revised 6/8/2012



REQUEST FOR QUOTATION  
Cationic/Anionic Emulsion and Dry Polymer

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Environmental Protection, Office of Special Reclamation (OSR) to establish an open-end contract to supply Liquid Cationic & Anionic Emulsion Polymer and Anionic Dry Polymer to be delivered to various Water Treatment Facilities across the state.

Location of the current facilities where the polymer will be delivered, may be in remote areas of the State but include the following: Omega Mining near Morgantown in Monongalia County, T&T Fuels near Albright in Preston County, Larosa Fuels near Fairmont in Marion County, Decondor Coal near Kingwood in Preston County, and Greendale Coal near Lizemores in Clay County, Daugherty Coal near Masontown in Preston County, Buffalo Coal A34 & Buffalo Coal C1 near Davis in Grant County, Martinka Water Treatment Complex near Colfax in Marion County, Edward E. Thompson near Morgantown in Monongalia County, and DLM Coal near Adrian in Upshur County. Additional Water Treatment Facilities may be added as they are established.

This was previously bid as CRFQ DEP1800000025. Bids can be viewed at: <http://www.state.wv.us/admin/purchase/Bids/FY2019/BO20180717.html>.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
- 2.1 “**AMD**” means acid mine drainage which refers to the acidic water that is created when sulphide minerals are exposed to air and water and, through a natural chemical reaction, produce sulphuric acid.
- 2.2 “**Cationic/Anionic Emulsion Polymer**” and “**Dry Polymer**” means a positive or negative charged water-soluble polymer.
- 2.3 “**Contract Item**” or “**Contract Items**” means the list of items identified in Section 3.1 below and on the Pricing Pages.
- 2.4 “**DEP**” means Department of Environmental Protection.
- 2.5 “**Geotextile Dewatering Container**” means a large tube [greater than 7.5 feet in circumference] fabricated from high strength engineered textiles in lengths greater than 20 feet. Geotextile containers are used for containment and dewatering of high moisture content sludge and other fine grain material.
- 2.6 “**gpm**” means gallons per minute.

REQUEST FOR QUOTATION  
Cationic/Anionic Emulsion and Dry Polymer

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- 2.7 **“Jar Test”** means a pilot-scale test of the treatment chemicals used in a particular water plant. It simulates the coagulation/flocculation process in a water treatment plant and helps operators determine if they are using the right amount of treatment chemicals, and thus, improves the plant’s performance.
- 2.8 **“mg/L”** means milligrams per liter.
- 2.9 **“OSR”** means Office of Special Reclamation.
- 2.10 **“Polymer”** means a chain or network of single units (monomers) strung together. In wastewater treatment applications, it is used to separate suspended solids from water.
- 2.11 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS and used to evaluate the Solicitation responses.
- 2.12 **“SDS”** means Safety Data Sheet. It contains information on the potential health effects of exposure to chemicals, or other potentially dangerous substances, and on safe working procedures when handling chemical products.
- 2.13 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**3 GENERAL REQUIREMENTS:**

- 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide the Agency with the Contract Items listed below on an open-end and continuing basis. This contract will be awarded based upon the need to conduct jar testing prior to award to determine which polymer meets the requirements listed below and lowest overall cost. Contract Items must meet or exceed the mandatory requirements as shown below.
- 3.1.1 Cationic, Anionic Emulsion Polymer and Dry Polymer for sludge dewatering and settling delivered various Water Treatment Facilities.
- 3.1.1.1 Vendor shall have a minimum ten (10) years of experience using polymers in geotextile dewatering applications in order to have the knowledge of the appropriate blend of polymers to treat the AMD water at the facilities. Proof of experience should be submitted with bid but must be submitted prior to award.
- 3.1.1.2 Vendor must be able to store or warehouse a minimum of 11,000 pounds of polymer in the State of West Virginia at all times.

REQUEST FOR QUOTATION  
Cationic/Anionic Emulsion and Dry Polymer

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- 3.1.1.3 Vendor shall be the manufacturer of the specific product being offered or the manufacturer's sole authorized representative for this Bid. Manufacture is defined as conducting the actual polymerization of monomers into the specific polymer being offered.
- 3.1.1.4 Emulsion Polymers shall have a minimum shelf life of six (6) months when stored between 40 degrees and 95 degrees Fahrenheit.
- 3.1.1.5 Emulsion Polymers must come packaged in 55-gallon drums, 275-gallon totes and bulk for storage and dispensing at the treatment facility.
- 3.1.1.6 Dry Polymers must come packaged in 50-pound bags or 5-gallon pails for storage and dispensing at the treatment facility.
- 3.1.1.7 Polymer feed rates must not exceed the acute toxicity to fish per the product's SDS. Vendor must supply SDS with each delivery.
- 3.1.1.8 A Prebid meeting will be held at the Omega Mine facility (refer to Item 3 of "Instructions to Vendors Submitting Bids"). At the Prebid meeting the vendors will collect water samples to conduct their jar testing with their polymer mix.
  - 3.1.1.8.1 Jar testing results shall be submitted with the vendors bid. See Instructions to Vendors Items 3.1.1.8 through 3.1.1.10, for details.
- 3.1.1.9 Prior to submission of bids, vendors shall perform jar testing from the water at the Omega Mining site, at their own non-reimbursable expense, to determine the number of milligrams per liter of polymer needed for settling and dewatering AMD and the price per pound.
- 3.1.1.10 The dewatering and settling applications results will be based on the filtrate shall be less than 3.0 mg/L Total Iron and 0.43 mg/L Total Aluminum. The dewatering polymer shall treat sludge pumped to the geotextile dewatering containers at a maximum rate of 170 gpm.
- 3.1.1.11 Within 5 days of bid opening, the vendors shall provide, at no cost to the WVDEP, a minimum of one (1) gallon of the polymer along with the dosage information needed to corroborate the vendor's jar test results that were submitted with the bid.
  - 3.1.1.11.1 The one (1) gallon of polymer must be shipped or delivered to the WVDEP Philippi Office located at

REQUEST FOR QUOTATION  
Cationic/Anionic Emulsion and Dry Polymer

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47 School Street Suite 301, Philippi WV 26416  
within 5 days of the bid opening. Failure to submit sample product for the full-scale evaluation in accordance with this section will disqualify the BIDDER from further consideration.

Prior to award, a WVDEP Representative will test the polymers submitted by the vendors at the Omega Facility to verify the vendor's test results submitted.

Procedure for evaluating the polymer will be as follows.

The jar test will be performed by WVDEP staff using water at the Omega Facility. The tests will be replicated based upon the vendors test results using the dosage of polymer required to reach the results stated in 3.1.1.9. Staff will add the vendor recommended amount of polymer to the facility's water and record the results.

**3.1.1.12** Dewatering performance and polymer doses shall perform equal to and/or better than the initial full-scale evaluation or baseline performance.

**3.1.1.12.1** Upon notification of unacceptable dewatering performance and/or polymer dosage levels from WVDEP/OSR, Vendor shall make every effort to improve performance within 48 hours. Recurring problems relating to deficient dewatering performance or excessive polymer dose, as determined by the WVDEP/OSR, are grounds for the cancellation of the supply agreement, at the sole discretion of the WVDEP/OSR.

**3.1.1.12.2** If the Vendor fails to return the dewatering operation to a dose and performance level comparable to that of the baseline performance within ten (10) calendar days from the first date of notification, the WVDEP/OSR

REQUEST FOR QUOTATION  
Cationic/Anionic Emulsion and Dry Polymer

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may, at its sole discretion, cancel the agreement and/or secure alternative product(s) from another source(s).

**3.1.1.13** Product substitution shall be formally pre-approved by the WVDEP/OSR and supplied at the unit price in effect at the time of contract issuance.

**3.1.1.13.1** Any product substitution, suggested by the incumbent supplier, shall perform equal to and/or better than the initial full-scale evaluation or baseline performance.

**3.1.1.13.2** Any approved product substitutions shall be provided at the contract price.

#### **4 CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide the Agency with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that meets the specifications set forth in this RFQ. Award will be given to the lowest responsible bidder based off the total daily cost for treating 1 million gallons of AMD a day. The two variables that determine the total daily cost are parts per million required to treat the AMD and the price per pound of polymer. Total Bid Amount by the Use Cost Analysis Calculator (Exhibit A). Exhibit A is only for vendor reference and not for vendor use.

**4.2 Pricing Pages:** Vendor should complete the Pricing Pages by bidding on all items. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor shall electronically enter the information through wvOASIS, if available, or as an electronic document. The Vendor can download an electronic copy of the Pricing Pages for bidding purposes only from the wvOASIS Vendor Self-Serve (VSS) portal under this solicitation as advertised.

REQUEST FOR QUOTATION  
Cationic/Anionic Emulsion and Dry Polymer

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**5 ORDERING AND PAYMENT:**

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication or via telephone. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Invoicing:** Invoices shall be emailed to [DEPSpecialRec@wv.gov](mailto:DEPSpecialRec@wv.gov) within thirty (30) days of delivery. The Vendor shall attach delivery tickets with the invoice.
- 5.3 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**6 DELIVERY AND RETURN:**

- 6.1 Delivery Time:** Vendor shall deliver standard orders within ten (10) calendar days after orders are received. Vendor shall deliver emergency orders within five (5) calendar days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Delivery Locations:** : Delivery shall be made on site to: Omega Mining near Morgantown in Monongalia County, T&T Fuels near Albright in Preston County, Larosa Fuels near Fairmont in Marion County, Decondor Coal near Kingwood in Preston County, and Greendale Coal near Lizemores in Clay County, Daugherty Coal near Masontown in Preston County, Buffalo Coal A34 & Buffalo Coal C1 near Davis in Grant County, Martinka Water Treatment Complex near Colfax in Marion County, Edward E. Thompson near Morgantown in Monongalia County, and DLM Coal near Adrian in Upshur County. Additional Water Treatment Facilities may be added as they are established.
- 6.3** Vendor must have a lift gate for offloading at delivery. All deliveries will be made Monday – Friday between the hours of 8am – 4pm. Vendor must provide the WVDEP/OSR staff 24-hour advanced notice prior to delivery.
- 6.4 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

REQUEST FOR QUOTATION  
Cationic/Anionic Emulsion and Dry Polymer

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Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.5 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.6 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.7 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7 VENDOR DEFAULT:**

- 7.1** The following shall be considered a vendor default under this Contract.
- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

REQUEST FOR QUOTATION  
Cationic/Anionic Emulsion and Dry Polymer

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- 7.2 The following remedies shall be available to Agency upon default.
- 7.2.1 Immediate cancellation of the Contract.
  - 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
  - 7.2.3 Any other remedies available in law or equity.

**8 MISCELLANEOUS:**

- 8.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Jay Clingenpeel

Telephone Number: Office (304) 212-4700 Cell (724) 914-7400

Fax Number: NA

Email Address: jclingenpeel@phxsns.com



### Exhibit A - Use Cost Analysis Calculator

Product	Amount polymer used mg/L	Polymer Price Per pound	Gallons Per Minute (GPM)	Gallons Per Day (GPD)	Gallons Per Year (GPY)	Daily Cost	Yearly Cost	Cost Per Treated Gallon	Polymer Price Per #	Yearly Polymer Cost
PE-6070 Settled Water	1	\$ 2.29	500	720,000	262,800,000	\$ 13.75	\$ 5,019.11	\$ 0.0000191	\$ 2.29	\$ 5,019.11
PE-6070 Solids Water	3	\$ 2.29	500	720,000	262,800,000	\$ 41.25	\$ 15,057.34	\$ 0.0000573	\$ 2.29	\$ 15,057.34

### Use Cost Analysis Calculator

Product	Amount polymer used mg/L	Polymer Price Per pound	Gallons Per Minute (GPM)	Gallons Per Day (GPD)	Gallons Per Year (GPY)	Daily Cost	Yearly Cost	Cost Per Treated Gallon	Polymer Price Per #	Yearly Polymer Cost
PE-6070M Settled Water	12	\$ 1.76	500	720,000	262,800,000	\$ 126.82	\$ 46,289.80	\$ 0.0001761	\$ 1.76	\$ 46,289.80
PE-6070M Solids Water	9	\$ 1.76	500	720,000	262,800,000	\$ 95.12	\$ 34,717.35	\$ 0.0001321	\$ 1.76	\$ 34,717.35

### Use Cost Analysis Calculator

Product	Amount polymer used mg/L	Polymer Price Per pound	Gallons Per Minute (GPM)	Gallons Per Day (GPD)	Gallons Per Year (GPY)	Daily Cost	Yearly Cost	Cost Per Treated Gallon	Polymer Price Per #	Yearly Polymer Cost
MineFloc PD-7040 Settled Water	6	\$ 2.88	500	720,000	262,800,000	\$ 103.76	\$ 37,873.47	\$ 0.0001441	\$ 2.88	\$ 37,873.47
MineFloc PD-7040 Solids Water	8	\$ 2.88	500	720,000	262,800,000	\$ 138.35	\$ 50,497.97	\$ 0.0001922	\$ 2.88	\$ 50,497.97

**Exhibit B**

**Polymer Delivery Locations as of 2022\***

<b>Project Site Name (Current Projects)</b>	<b>County</b>	<b>Nearest Town</b>	<b>Zip Code</b>	<b>Permit Number</b>	<b>GPS Latitude</b>	<b>GPS Longitude</b>
<b>Grant County WV Sites</b>						
BUFFLAW COAL C-1 Plant	Grant	Davis	26739	S-2011-87	39.1469	-79.2708
BUFFALO COAL A34 (upper&lower)	Grant	Davis	26739	S-2003-88	39.2078	-79.3028
<b>Marion County WV Sites</b>						
LAROSA FUELS	Marion	Jordan	26554	S-1051-86	39.5419	-80.0736
<b>Monongalia County WV Sites</b>						
EDWARD E. THOMPSON	Monongalia	Morgantown	26508	S-1041-89	39.7034	-79.8646
OMEGA MINING	Monongalia	Morgantown	26508	D-79-82	39.5333	-79.9353
<b>Preston County WV Sites</b>						
BORGMAN COAL	Preston	Kingwood	26444	EM-32	39.4464	-79.7331
DAUGHERTY COAL (Site 1 & 2)	Preston	Masontown	26542	S-1009-86	39.5444	-79.7305
DAUGHERTY COAL	Preston	Masontown	26542	192-77	39.553	-79.7397
DAUGHERTY COAL	Preston	Masontown	26542	65-77	39.5706	-79.7466
DECONDOR COAL	Preston	Reedsville	26537	U-147-82	39.4919	-79.7683
LEFT FORK OF LITTLE SANDY	Preston	Tunnelton	266444	AML	39.4651	-79.7807
DOWNSTREAM CLAIRIFIER T & T FUELS	Preston	Albright	26519	EM-113	39.5433	-79.6323
<b>Upshur County WV Sites</b>						
DLM COAL (also 23-76)	Upshur	Alexander	26237	58-77	38.8183	-80.2003
<b>Clay County WV Sites</b>						
Greendale Coals Inc.	Clay	Lizemores	25125	S-75-83	38.2986	-81.1583

\* Other locations may be added during the life of the contract. These are the locations as they are at this time. We have included all projected future projects on the list above. We do not anticipate any additional sites at this time.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/04/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Gilbert's Risk Solutions</b> 30 E. State St., P.O. Box 688 Sharon, PA 16146 Bradley W. Mantzell		724-342-6832 CONTACT NAME: <b>Bradley W. Mantzell</b> PHONE (A/C, No, Ext): <b>724-342-6832</b> E-MAIL ADDRESS: <b>bmantzell@gilbertsriskssolutions.com</b> FAX (A/C, No):	
INSURED <b>Phoenix Solutions LLC</b> 1910 Dents Run Road Morgantown, WV 25601		INSURER(S) AFFORDING COVERAGE <b>INSURER A: Star Insurance Company</b> <b>INSURER B: Brickstreet Mutual Insurance C</b> INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # <b>18023</b>	

### COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL0692717	04/01/2022	04/01/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA0692717	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UM0692717	04/01/2022	04/01/2023	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCN6002599	06/01/2022	06/01/2023	PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> WVDEP-1 WV Dept of Environmental Protection Office of Special Reclamation 47 School Street Philippi, WV 26416		<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Rochelle A. Maglione</i>	
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# Jay A. Clingenpeel

## Professional Summary

Business Development Professional with more than 24 years' experience, 22 years to the chemical distribution, clean coal processing, AMD treatment and oil/gas industry.

## Work History

Owner / Vice President

### Phoenix Solutions, LLC

03/2017 – Present

- Chemical distribution company targeting small to medium municipal, industrial water/waste treatment, oil and gas industries.
- AMD aid in polymer, chemical qualification, feed rate applications which aid in meeting discharge permits.

Vice President

### Klear, LLC

10/2015 – 01/2017

- Attend and actively participate in senior staff meetings, offering ideas, insights and recommendations on policies, staffing, client services, new business opportunities.
- Identify new business opportunities, participate in new business ventures and assist in drafting new business proposals as well as responsible to expand and/or renew existing accounts.

National Sales Manager

### Dober Chemical Company

07/2014 – 10/2015

- Drive development of sales processes, procedures and organizational goals. Partner with peer sales leaders to share best practices, key business insights and industry trends in the Oil & Gas National Market.
- Review GO/NO GO Matrix with Executive Board for future uploading of chemical distribution companies supply chain with Dober manufactured products.

Business Development Manager | Radiation Safety Officer

### Comtech Industries, Inc.

05/2011 – 07/2014

- Successfully planned and managed all aspects of three business lines to drive sales increase, from \$3 MM in 2011 to expected \$15 MM in 2014.
- Built, negotiated and closed the Naturally Occurring Radioactive Material (NORM) and Vacuum Truck Service contracts with major clientele. Resulting in \$6 MM yearly revenue gain.
- Successfully established Master Service Agreements with major operators in the Marcellus and Utica Shale.
- Responsible for our flowback water treatment and NORM sales business lines and the introduction to the market.
- Developed positive vendor relations while assessing products for inventory of chemicals and needs for the successful completion of the jobs.
- Directed all phases of the NORM and water treatment of flowback projects, from developing, job scheduling, invoicing and commission tracking.
- Worked directly with clients, our Safety Department and Teams to develop and run our Contractor Health Environmental Safety Meetings quarterly.
- Launched monthly executive meetings to facilitate project evaluation and process improvements to increase safety awareness and revenue gain.

- Successfully created and implemented our Contract Compliance Program to ensure all aspects of the contract requirements and performed task were compliant with our client's demands.

Sales Representative

**SAL Chemical Company**

03/2005 – 05/2011

- Target market included mining, oil and gas, and distribution from servicing mining applications to support commodity distribution.
- Produced substantial revenue growth from \$5.5 MM to \$10.6 MM within 5 years.
- Established and managed largest revenue client within company.
- Built the largest revenue-based territory within company.
- Exceeded monthly sales quotas by more than 10% by pursuing leads and expanding the prospect list.
- Managed Fortune 500 accounts within territory responsibilities.

District Representative

**Nalco Chemical Company**

09/2004 – 01/2005

- Tried and recommend solidification agents for thickeners and ponds focused on Mining Energy Division.
- Successfully implemented pH report for coal mines when mining in lime shale for efficient use of polymers.
- AMD polymer qualification and applications for acceptable discharge of aluminum and iron levels.

Sales Representative

**SAL Chemical Company**

04/2000 – 09/2004

- Negotiated \$3.5 MM in sales revenue, increasing sales from \$500K in April 2000 to \$5.5 MM September 2004.
- Target market included mining, oil and gas, and distribution from servicing mining applications to support commodity distribution.
- Communicated regularly with Vice President for strategic planning for targeted accounts.

**Education**

Bachelor of Arts: Economics

West Virginia State University, Institute, WV



MARK D. SCOTT  
CABINET SECRETARY

STATE OF WEST VIRGINIA  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION

W. MICHAEL SHEETS  
DIRECTOR

PHOENIX SOLUTIONS LLC  
1910 DENTS RUN RD  
MORGANTOWN, WV 26501-2303

July 29, 2022

JAY CLINGENPEEL:

This is to confirm receipt of your Disclosure of Information and vendor registration fee, completing your entity's registration process with the West Virginia Purchasing Division. Your completion of both requirements with the Vendor Registration program enables you to receive orders from State of West Virginia agencies. The registration with the Purchasing Division for PHOENIX SOLUTIONS LLC wvOASIS vendor # VS0000013561, is valid until 7/30/2023.

For a complete list of competitive bid opportunities currently published, please view the *West Virginia Purchasing Bulletin* within the Vendor Self-Service (VSS) portal at wvOASIS.gov. If you do not have a login ID for the Vendor Self-Service portal, you can view the *West Virginia Purchasing Bulletin* by clicking "View Published Solicitations."

More information for vendors regarding the registration process can be found at [www.state.wv.us/admin/purchase/VendorReg.html](http://www.state.wv.us/admin/purchase/VendorReg.html). If you have additional questions, please do not hesitate to contact the Purchasing Division's Vendor Registration office.

Sincerely,

A handwritten signature in blue ink that reads "Terra Oliver".

Terra Oliver  
Vendor Registration Coordinator



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OSR Polymer – Open End  
CRFQ 0313 DEP2300000003  
Omega Mine Site Report  
Morgantown, WV  
Report Date: 4 August 2022





Phoenix Solutions  
1910 Dents Run Road  
Morgantown, WV 26501

Mr. Mark T. Dickey  
West Virginia Department of Environmental Protection  
Office of Special Reclamation / Division of Land Restoration  
47 School Street, Suite 301  
Philippi, WV 26416

August 4, 2022

Subject: Omega Mine Site  
Emulsion Polymer Qualification  
Phoenix PE-6070  
Phoenix PE-6070M  
Phoenix MineFloc PD-7040

Dear Mr. Dickey:

Phoenix Solutions conducted a sampling and survey of water located at your Omega Mine Site. The purpose of collection and sampling was to determine the proper treatment protocol for metals removal, concerning the, OSR Polymer-Open End, CRFQ 0313 DEP 18000000025. Omega Site is particularly focused on lowering effluent iron filtrate levels to less than 3.0 mg/L and aluminum filtrate levels to less than 0.43 mg/L, with colloid solid separation and settling. The survey was conducted systematically using a standard bench test method. The results for each test are shown in this report.

The three polymers used in testing are as follows.

- PE-6070 Cationic Emulsion Polymer
- PE-6070M Anionic Emulsion Polymer
- MineFloc PD-7040 Anionic Dry Polymer

Final test results show Phoenix PE-6070, PE-6070M, and MineFloc PD-7040 performed quick separation, settling, and low feed rates. Thus, allowing a more competitive use cost basis per daily treatment of chemical used and more efficient use of product for a solid sludge blanket for transfer to the geotextile tube bags for dewatering.

Feed rate calculations are shown on this report.

Financials can be seen on Exhibit A – Use Cost Analysis Calculator submitted with the bid.

It has been a pleasure working to qualify products for Omega Mine Site and for the upcoming Program Development for the Office of Special Reclamation; thank you for the opportunity to be of service to WV DEP Office of Special Reclamation. After our site survey and sample collection work, we are confident that we can provide a water management solution that improves your overall operation and allows for lower metals in your effluent to meet current discharge permit levels on a more economic scale.

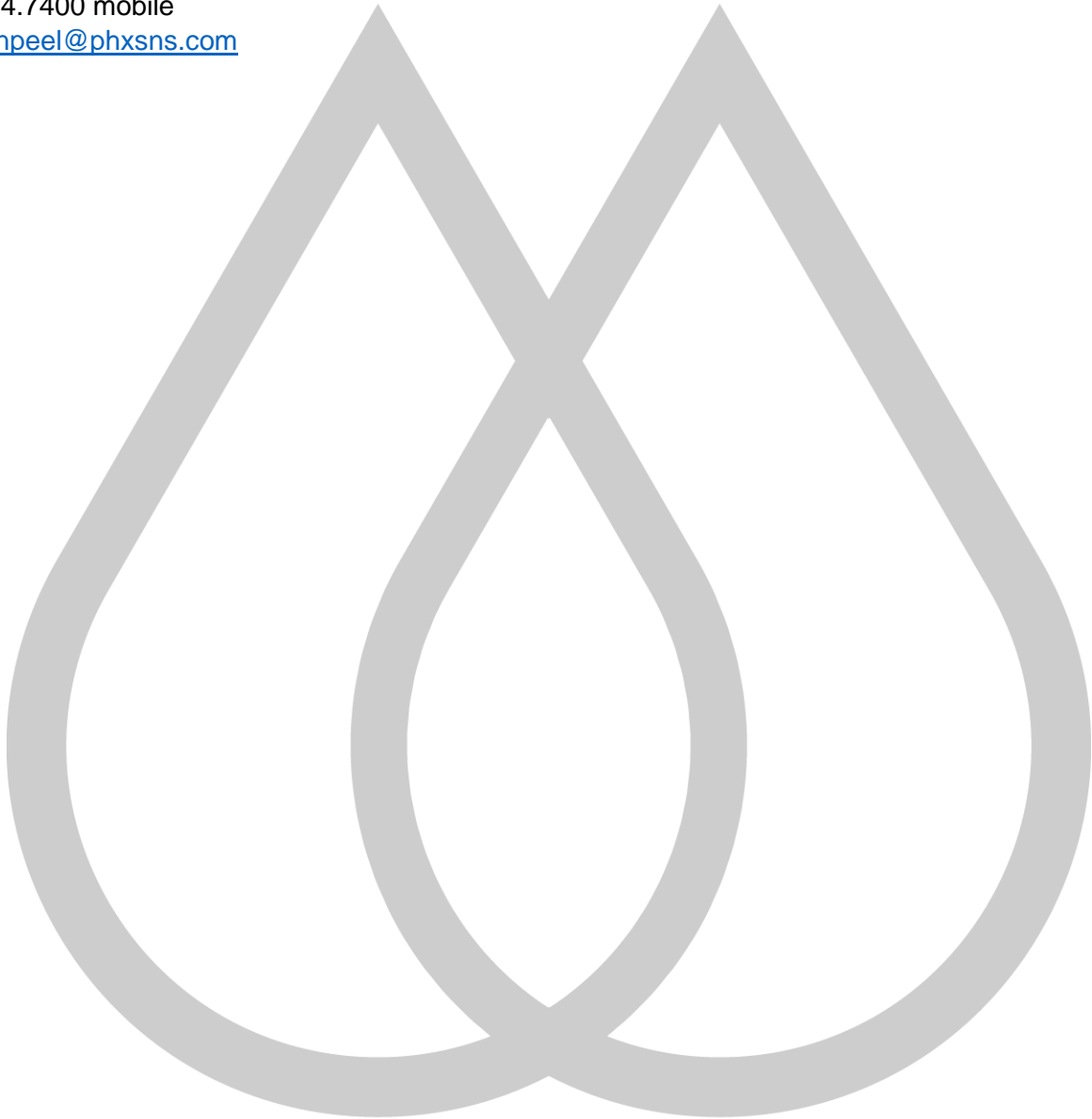
Should you have any questions regarding our findings, please do not hesitate to contact our team at Phoenix Solutions.





Sincerely,

Jay A. Clingenpeel  
Vice President  
Phoenix Solutions  
304.212.4700 office  
724.914.7400 mobile  
[jclingenpeel@phxsns.com](mailto:jclingenpeel@phxsns.com)



## Omega Mine Testing Summary

Water samples were collected from the intake at the clarifier, as well as the solids sample inside the plant at the Omega Mine Site. The objective is for testing to show the benefit of continuous usage of Phoenix PE-6070, PE-6070M, MineFloc PD-7040 for economic savings through use cost basis and improve overall performance and maximize your percent solids, both in the settling and de-watering sludge operations in your operations.

Jar tests were completed with varying chemical feeds and rates.

Jar test protocol was as follows.

1. 20-second rapid mix
2. 30-minute settling time
3. 60-minute settling time

The treatment protocol includes lime slurry for pH adjustment, proprietary blended polymer. Various feed rates for both settled and de-watering sludge protocols were conducted with specific results shown.

Pictures are provided to show the stages of the jar test, flocculation process and settled water. The pictures are labeled to represent each jar corresponding to each treatment protocol based on varying feed rates.

Financial information has been provided with the submitted bid on Exhibit A – Use Cost Analysis Calculator to show the economic and performance benefit of the tested polymers.

## Results and Discussion

The results are shown on following pages.

PE-6070

1 PPM

Settled Raw Water – 20 Second Rapid Mix



PE-6070

1 PPM

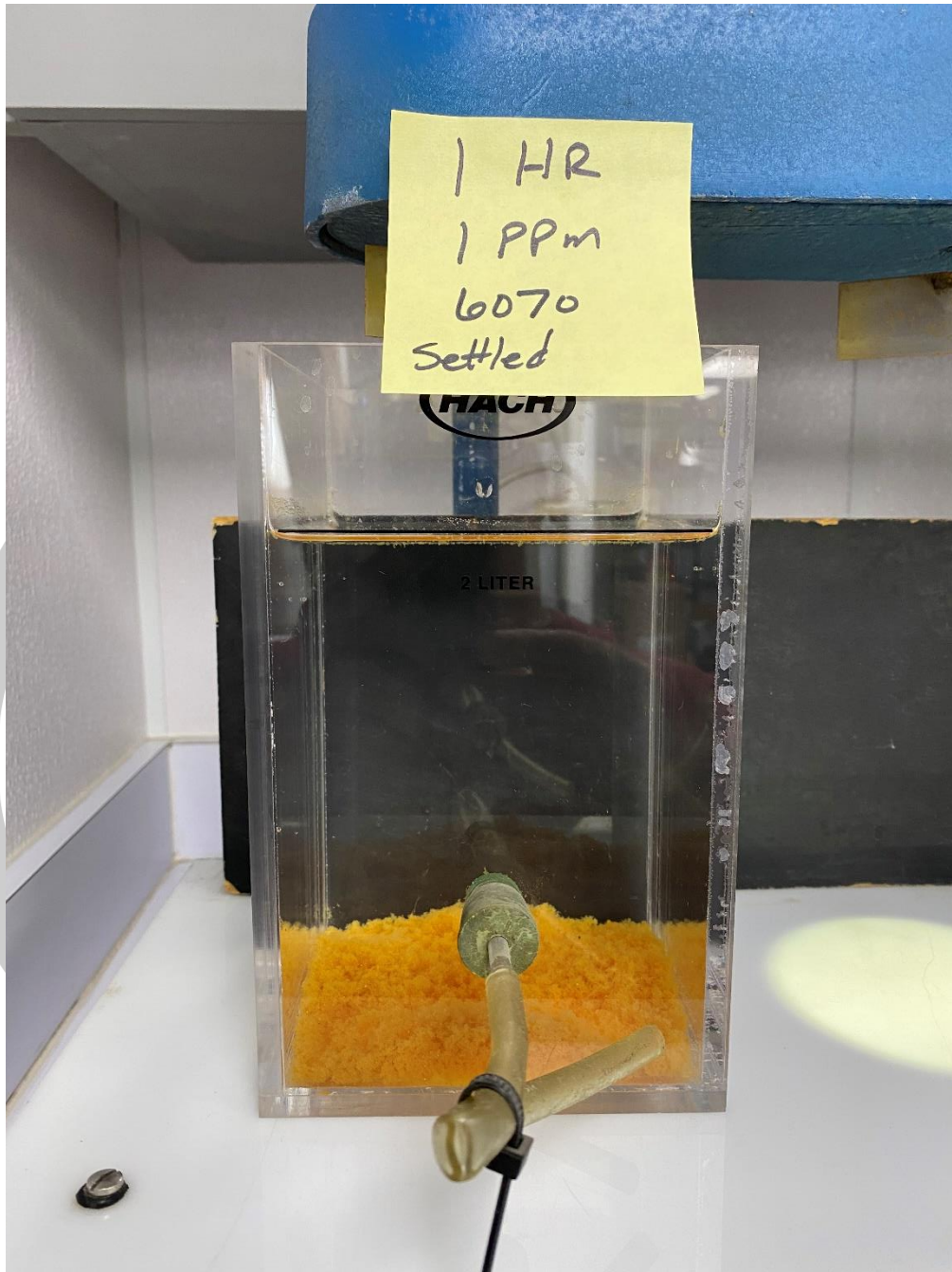
Settled Raw Water – 30 Minute Settled



PE-6070

1 PPM

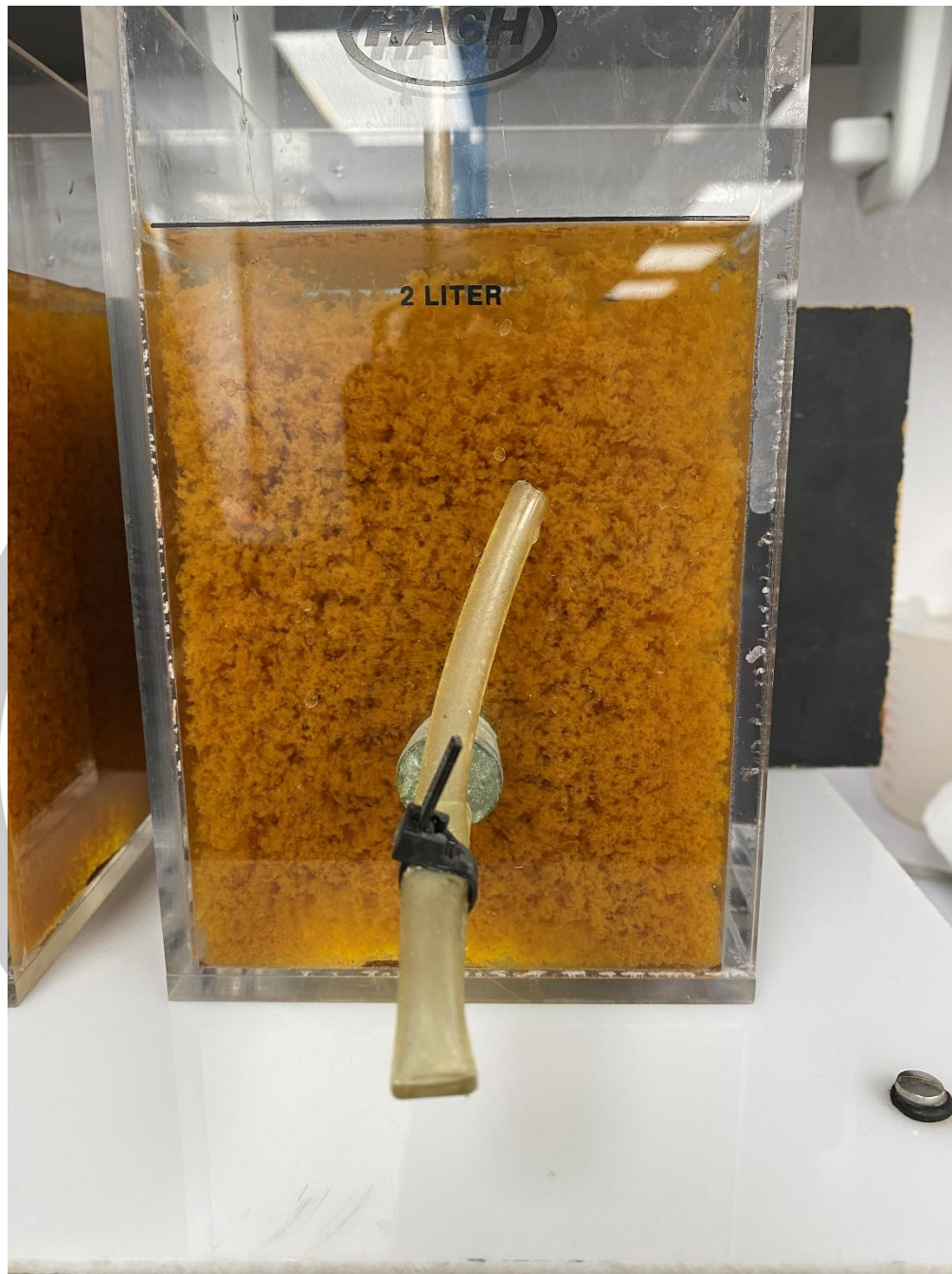
Settled Raw Water – 60 Minute Settled



PE-6070

3 PPM

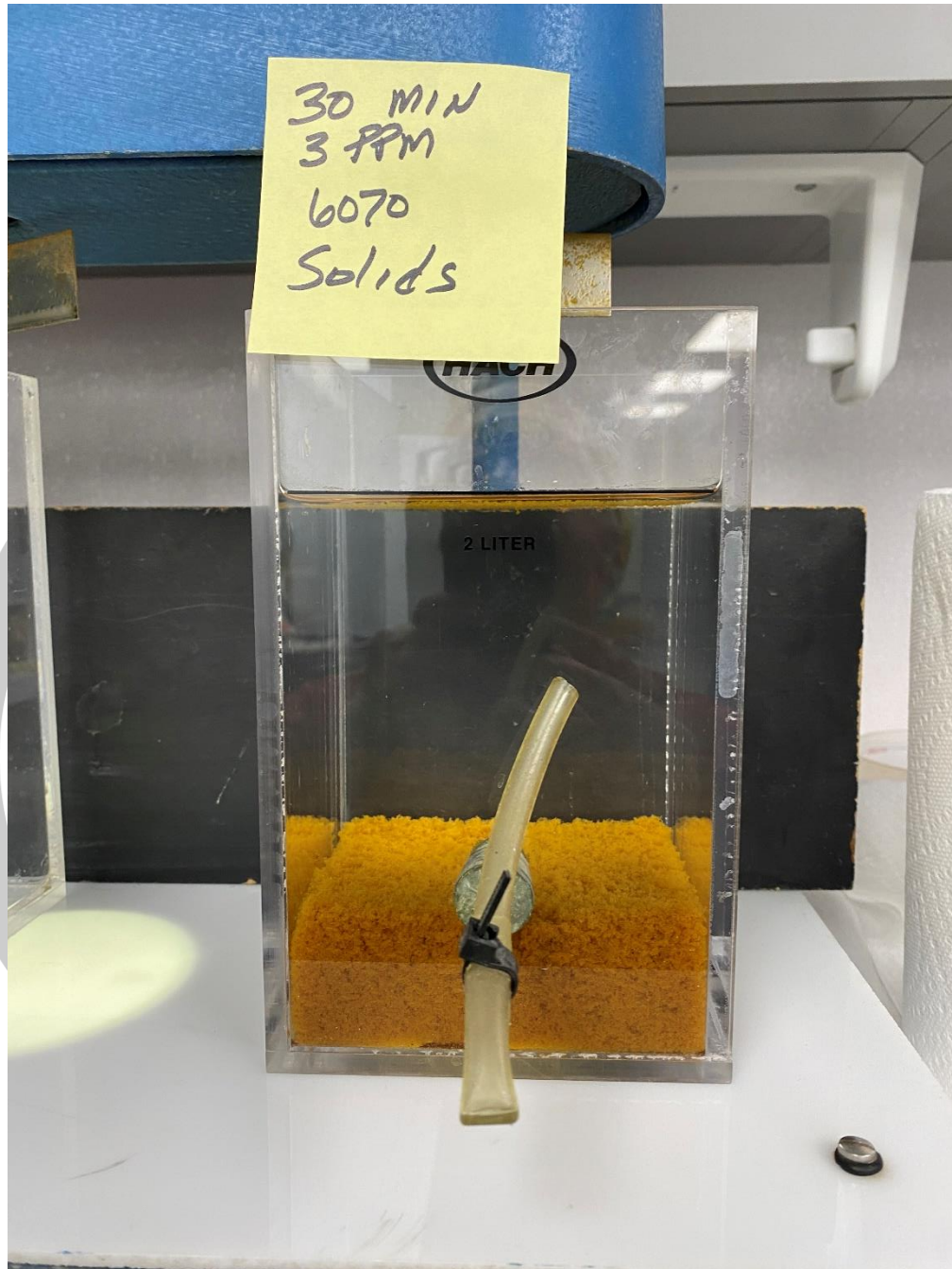
Solids Raw Water – 20 Second Rapid Mix



PE-6070

3 PPM

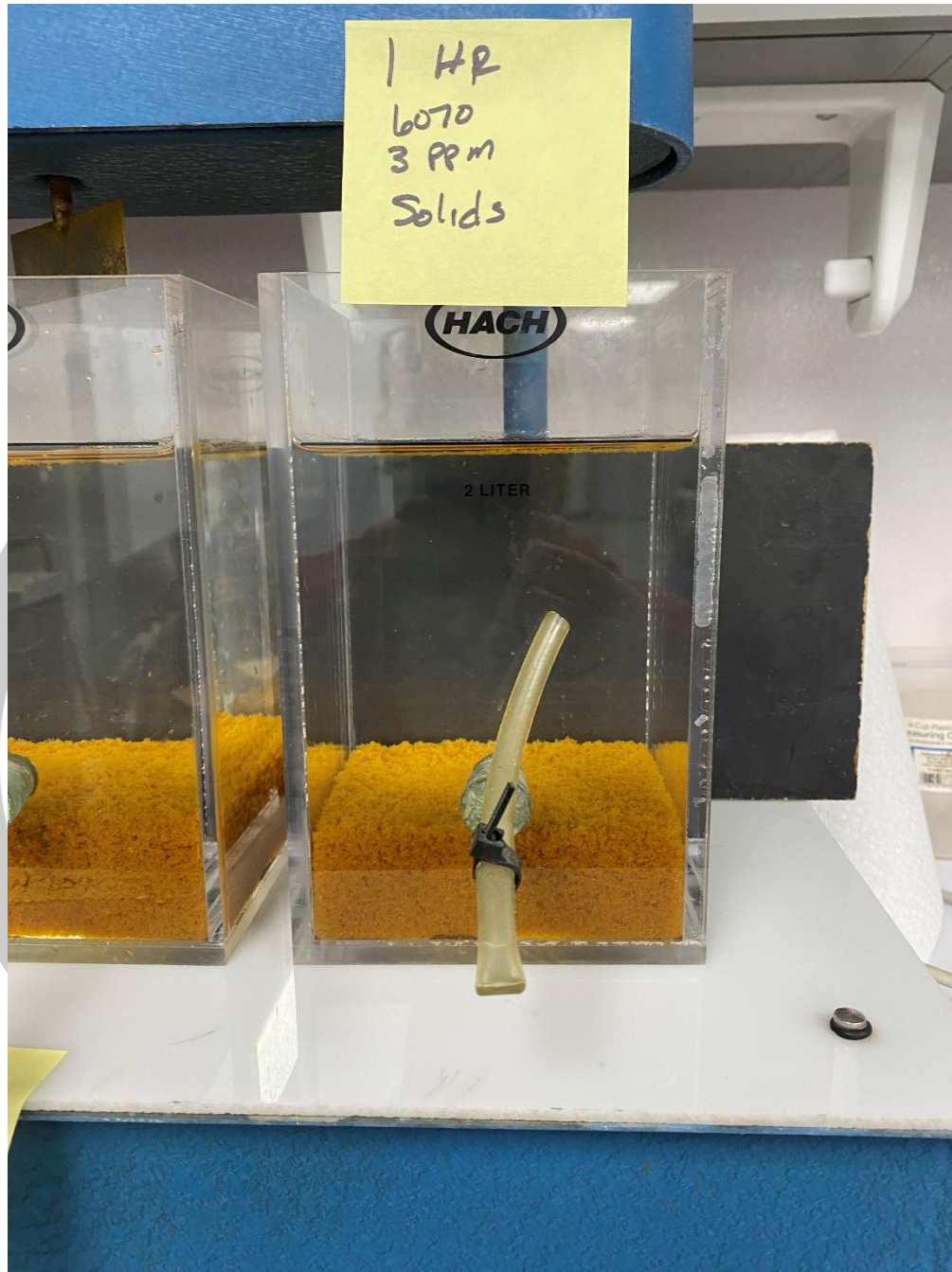
Solids Raw Water – 30 Minute Settled



PE-6070

3 PPM

Solids Raw Water – 60 Minute Settled





PE-6070M

12 PPM

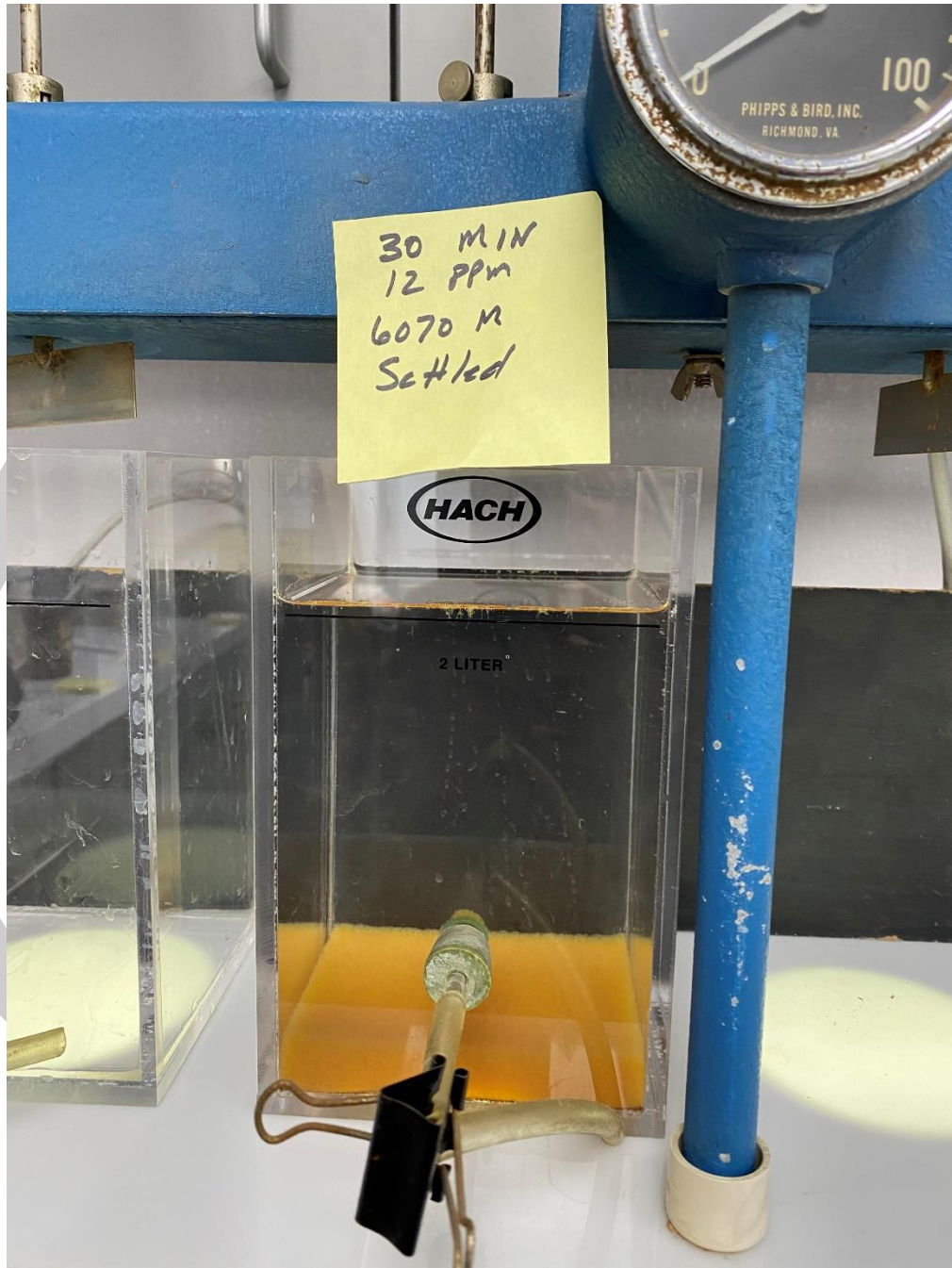
Settled Raw Water – 20 Second Rapid Mix



PE-6070M

12 PPM

Settled Raw Water – 30 Minute Settled



PE-6070M

12 PPM

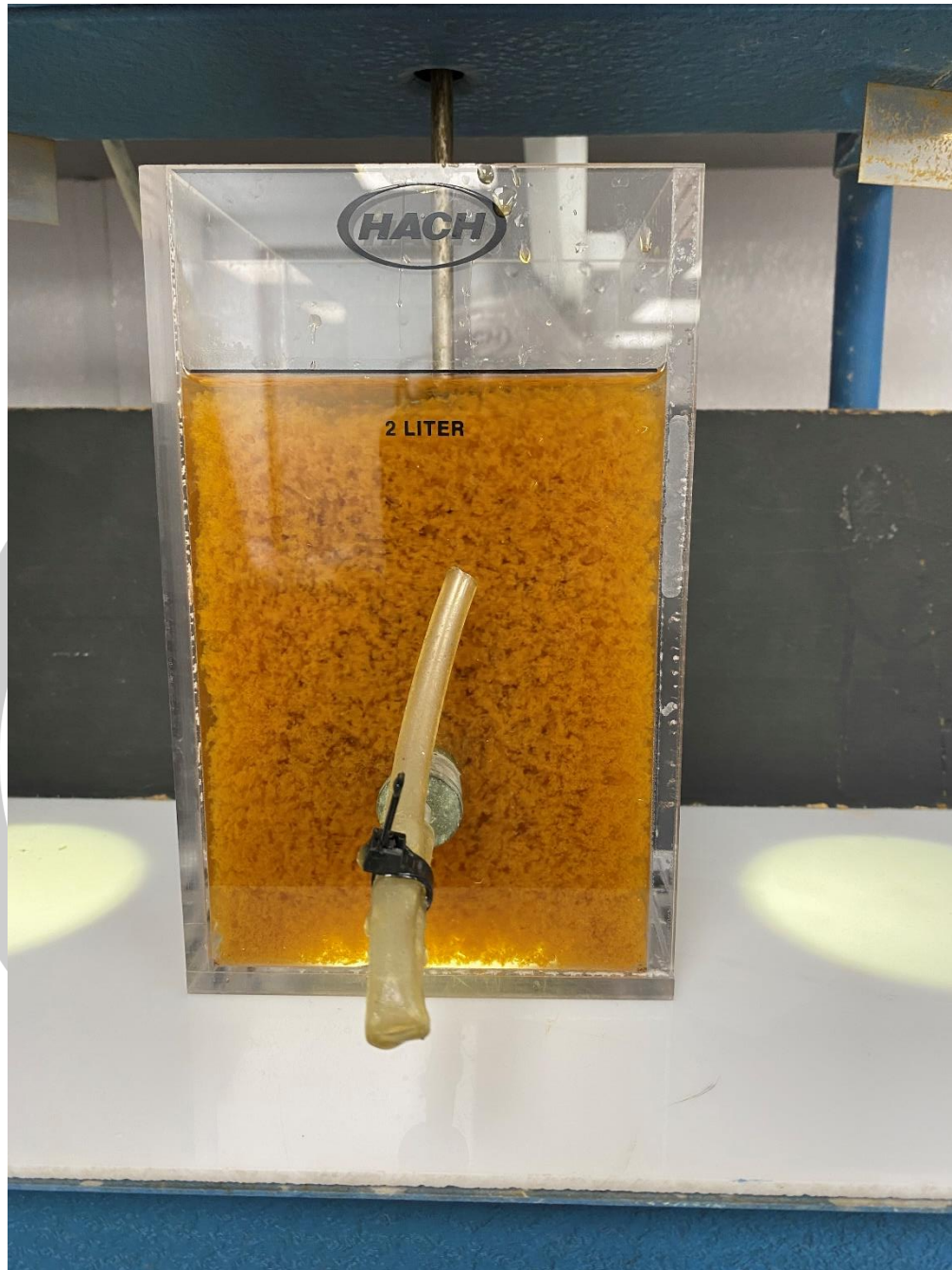
Settled Raw Water – 60 Minute Settled



PE-6070M

9 PPM

Solids Raw Water – 20 Second Rapid Mix



PE-6070M

9 PPM

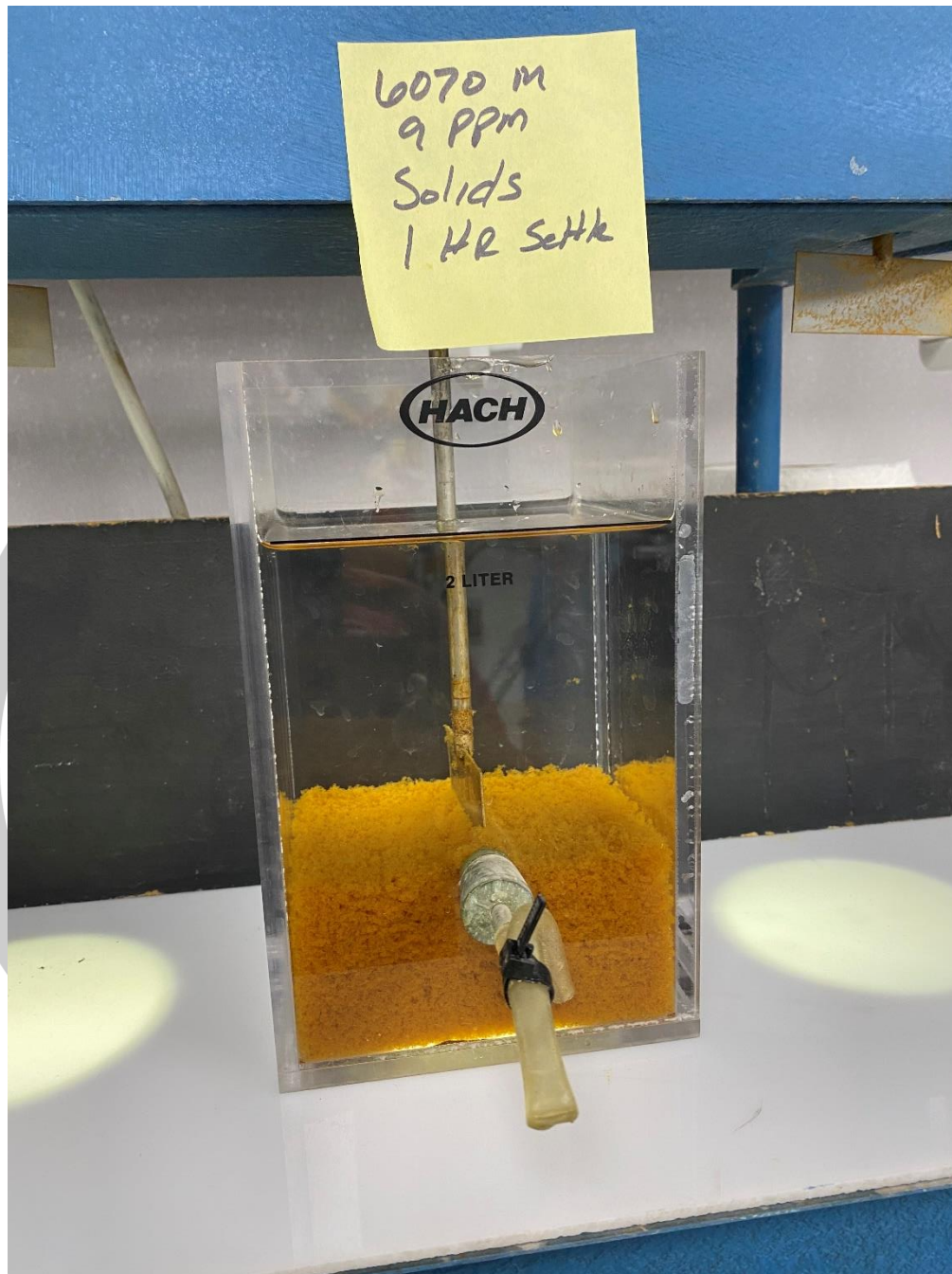
Solids Raw Water – 30 Minute Settled



PE-6070M

9 PPM

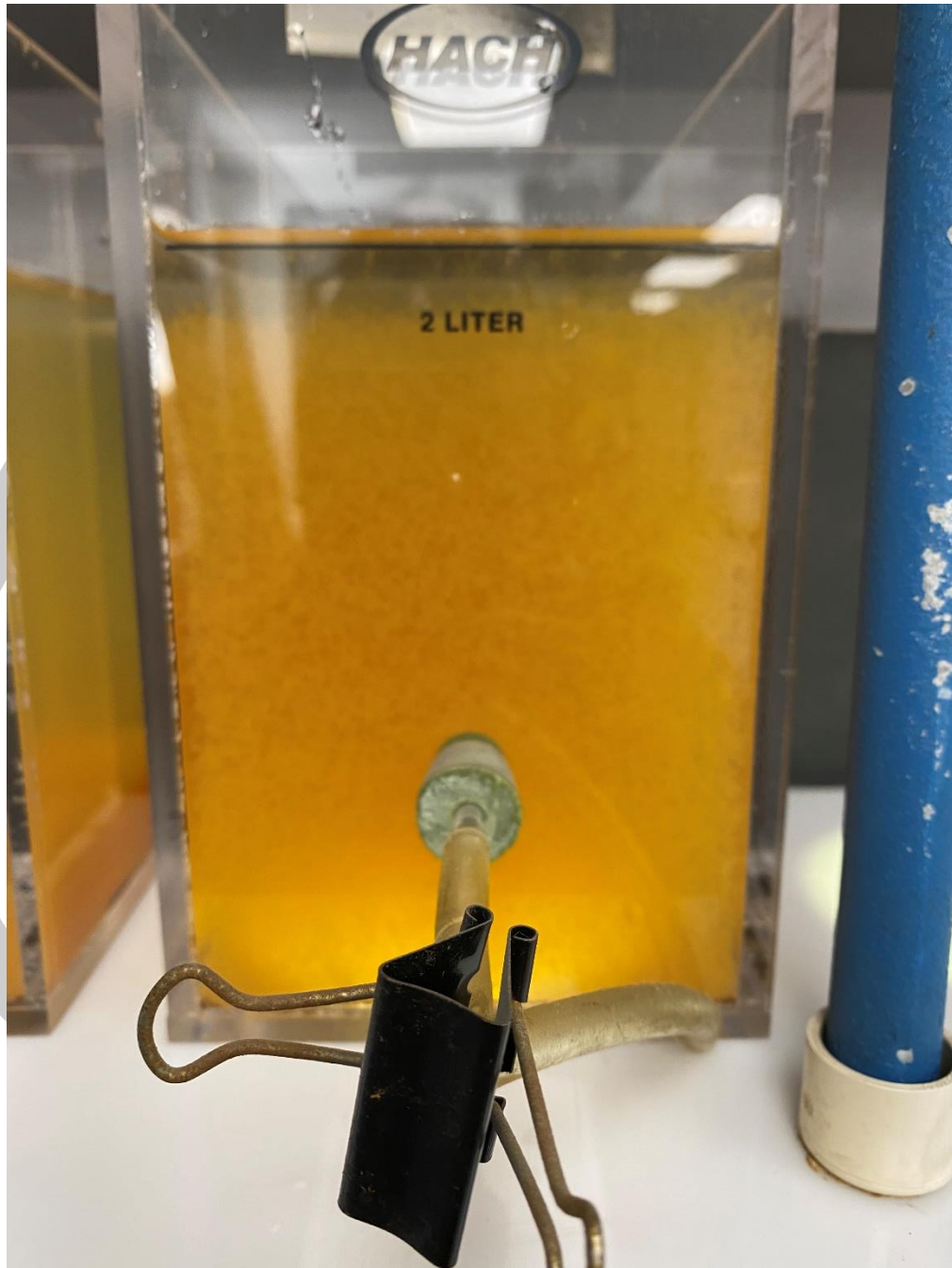
Solids Raw Water – 60 Minute Settled



MineFloc PD-7040

6 PPM

Settled Raw Water – 20 Second Rapid Mix



MineFloc PD-7040

6 PPM

Settled Raw Water – 30 Minute Settled





MineFloc PD-7040

6 PPM

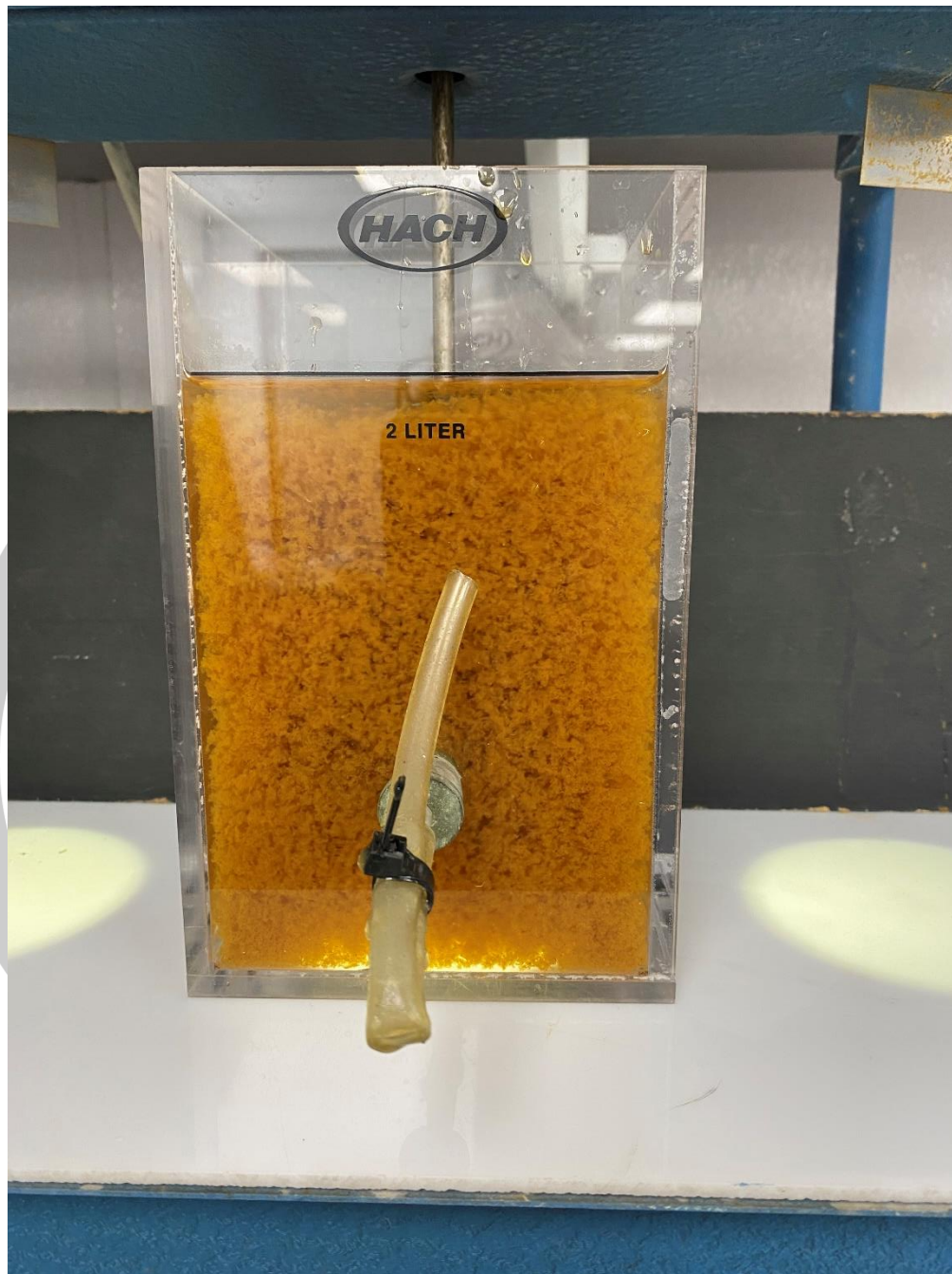
Settled Raw Water – 60 Minute Settled



MineFloc PD-7040

8 PPM

Solids Raw Water – 20 Second Rapid Mix



MineFloc PD-7040

8 PPM

Solids Raw Water – 30 Minute Settled



MineFloc PD-7040

8 PPM

Solids Raw Water – 60 Minute Settled





Financials, please reference the Exhibit A – Use Cost Analysis Calculator submitted with the bid.

Cost analysis is provided showing treatment protocols for both settled and sludge/de-watering feed rates. Feed rate calculations and financial information is based on assumed 500 gallons per minute of current maximum flow.

PE-6070 Feed Rate Calculation

Daily Usage	PE-6070 Settled Water	Gallons Per Day Flow	Gals/Day Usage Settled Water
Usage Basis	<b>1 mg/L</b>	<b>720,000</b>	<b>0.74 Gals Day</b>

Daily Usage	PE-6070 Solids/De-Watering	Gallons Per Day Flow	Gals/Day Usage Solids/De-watering
Usage Basis	<b>3 mg/L</b>	<b>720,000</b>	<b>2.20 Gals Day</b>

PE-6070M Feed Rate Calculation

Daily Usage	PE-6070M Settled Water	Gallons Per Day Flow	Gals/Day Usage Settled Water
Usage Basis	<b>12 mg/L</b>	<b>720,000</b>	<b>8.80 Gals Day</b>

Daily Usage	PE-6070M Solids/De-Watering	Gallons Per Day Flow	Gals/Day Usage Solids/De-watering
Usage Basis	<b>9 mg/L</b>	<b>720,000</b>	<b>6.60 Gals Day</b>

MineFloc PD-7040 Feed Rate Calculation

Daily Usage	PD-7040 Settled Water	Gallons Per Day Flow	Gals/Day Usage Settled Water
Usage Basis	<b>6 mg/L</b>	<b>720,000</b>	<b>4.40 Gals Day</b>

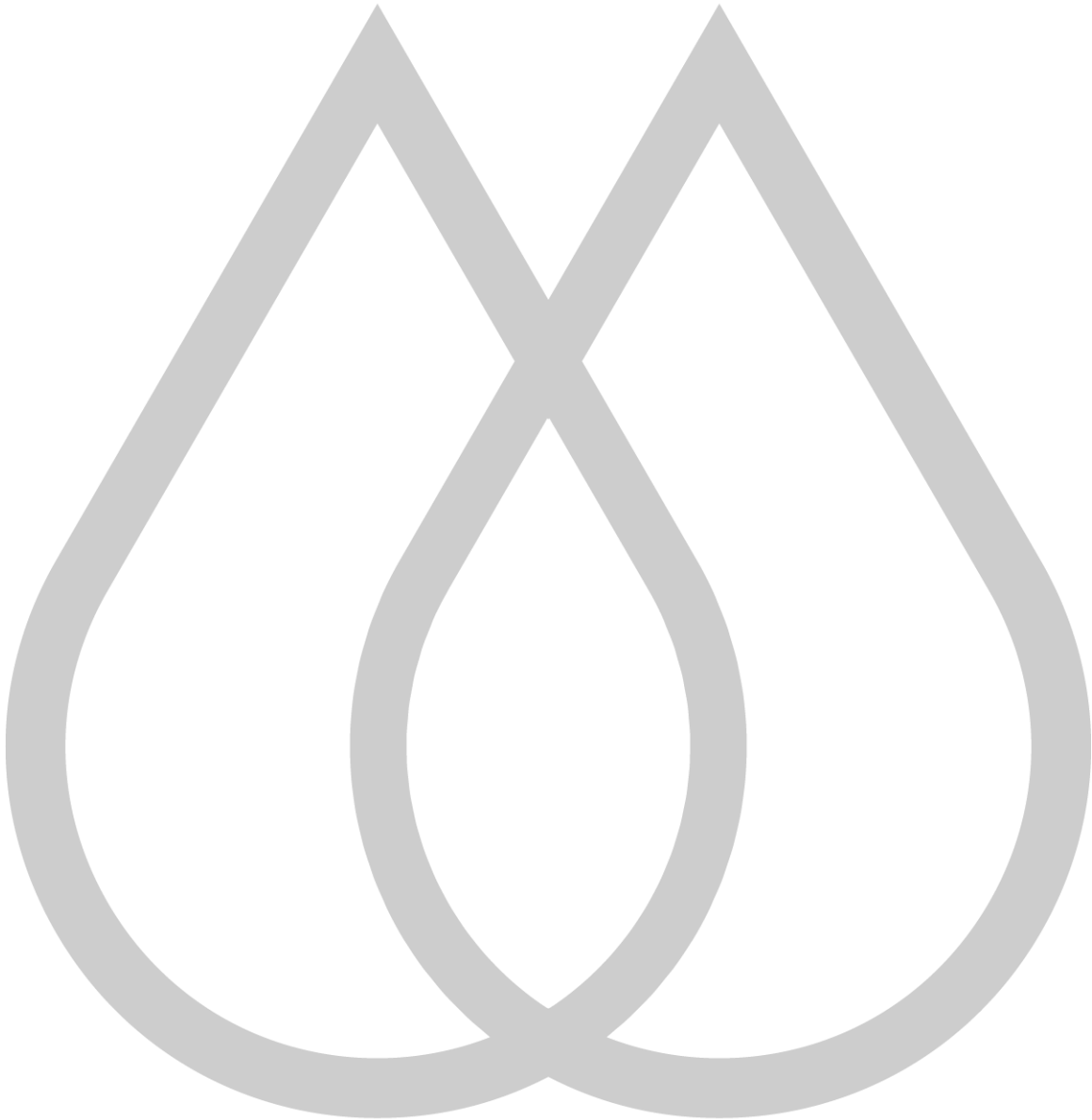
Daily Usage	PD-7040 Solids/De-Watering	Gallons Per Day Flow	Gals/Day Usage Solids/De-watering
Usage Basis	<b>8 mg/L</b>	<b>720,000</b>	<b>5.87 Gals Day</b>

Program treatment and feed rates can vary, the cost modeling is for illustration purpose only, as in field raw water quality, pump speed and operations, can vary feed rates needed to properly treat the water as needed. As illustrated, proper treatment protocol along with proper qualification of products can have an overall use cost savings and performance impact for percent solids removal with an overall lower daily treatment cost.

Phoenix Polymers tested as a positive for both use cost savings and overall increase in performance in percent solids settled, in both the settled water for the clarifier and for the solids de-watering removal for the geotextile bags.

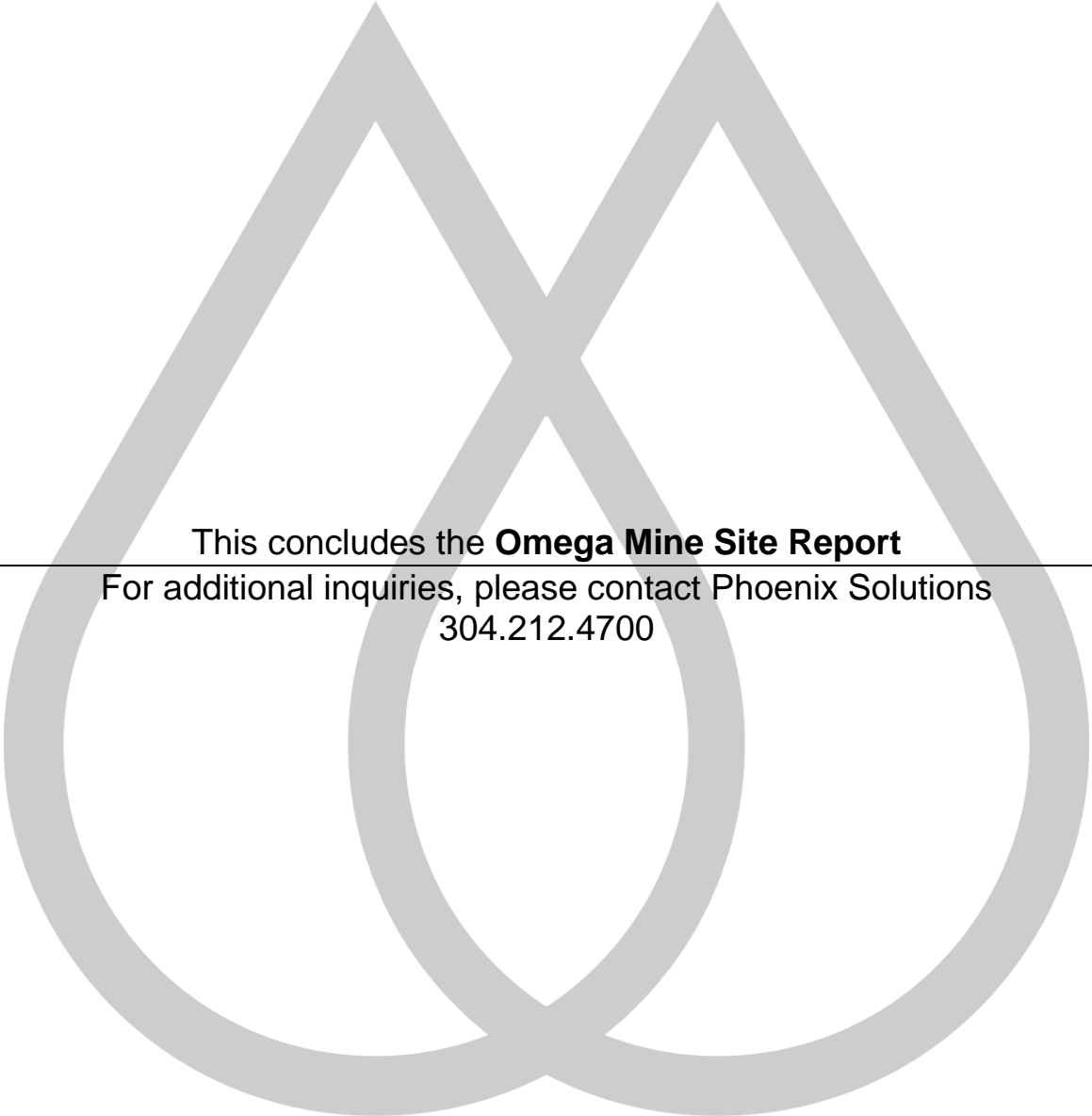


We believe we have developed a great plan to help address the shortcomings of the current iron and aluminum removal management system for your water and the West Virginia Department Office of Special Reclamation. Our treatment protocols will result in lower aluminum, TSS, iron and manganese, ultimately providing a higher quality water and an overall security of knowing you will be able to meet your effluent limits.



Statement of Confidentiality

*The contents of this letter are confidential and are intended solely for addressee. The information may also be legally privileged. This transmission is sent in trust, for the sole purpose of delivery to the intended recipient. If you have received this transmission in error, any use, reproduction, or dissemination of this transmission is strictly prohibited. If you are not the intended recipient, please immediately **notify** the sender by reply e-mail or phone and **delete** this message and its attachments, if any.*



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This concludes the **Omega Mine Site Report**  
For additional inquiries, please contact Phoenix Solutions  
304.212.4700



1910 Dents Run Rd  
Morgantown, WV 26501  
304.212.4700  
<http://www.phxsns.com>

Mr. Mark T. Dickey  
West Virginia Department of Environmental Protection  
Office of Special Reclamation / Division of Land Restoration  
47 School Street, Suite 301  
Philippi, WV 26416

August 4, 2022

Subject: Polymer Storage Location  
Phoenix PE-6070  
Phoenix PE-6070M  
Phoenix MineFloc PD-7040

Dear Mr. Dickey:

The quoted polymers will be stored and delivered from our warehouse in Morgantown, WV.

Our warehouse is located at 1910 Dents Run Rd, Morgantown, WV 26501.

Provided is a link for the physical location of the warehouse.

[Phoenix Solutions - Google Maps](#)

Thank you for your time and interest.

Sincerely,

Jay A. Clingenpeel  
Vice President  
Phoenix Solutions  
304.212.4700 office  
724.914.7400 mobile  
[jclingenpeel@phxsns.com](mailto:jclingenpeel@phxsns.com)



State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

Certification and application is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; **or**,  
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,
4. **Application is made for 5% vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**  
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.
8. **Application is made for reciprocal preference.**  
 Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: Phoenix Solutions, LLC

Signed: 

Date: August 4, 2022

Title: Owner / Vice President

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

**Exhibit A - Use Cost Analysis Calculator**

Product	Amount polymer used mg/L	Polymer Price Per pound	Gallons Per Minute (GPM)	Gallons Per Day (GPD)	Gallons Per Year (GPY)	Daily Cost	Yearly Cost	Cost Per Treated Gallon	Polymer Price Per #	Yearly Polymer Cost
PE-6070 Settled Water	1	\$ 2.29	500	720,000	262,800,000	\$ 13.75	\$ 5,019.11	\$ 0.0000191	\$ 2.29	\$ 5,019.11
PE-6070 Solids Water	3	\$ 2.29	500	720,000	262,800,000	\$ 41.25	\$ 15,057.34	\$ 0.0000573	\$ 2.29	\$ 15,057.34

**Use Cost Analysis Calculator**

Product	Amount polymer used mg/L	Polymer Price Per pound	Gallons Per Minute (GPM)	Gallons Per Day (GPD)	Gallons Per Year (GPY)	Daily Cost	Yearly Cost	Cost Per Treated Gallon	Polymer Price Per #	Yearly Polymer Cost
PE-6070M Settled Water	12	\$ 1.76	500	720,000	262,800,000	\$ 126.82	\$ 46,289.80	\$ 0.0001761	\$ 1.76	\$ 46,289.80
PE-6070M Solids Water	9	\$ 1.76	500	720,000	262,800,000	\$ 95.12	\$ 34,717.35	\$ 0.0001321	\$ 1.76	\$ 34,717.35

**Use Cost Analysis Calculator**

Product	Amount polymer used mg/L	Polymer Price Per pound	Gallons Per Minute (GPM)	Gallons Per Day (GPD)	Gallons Per Year (GPY)	Daily Cost	Yearly Cost	Cost Per Treated Gallon	Polymer Price Per #	Yearly Polymer Cost
MineFloc PD-7040 Settled Water	6	\$ 2.88	500	720,000	262,800,000	\$ 103.76	\$ 37,873.47	\$ 0.0001441	\$ 2.88	\$ 37,873.47
MineFloc PD-7040 Solids Water	8	\$ 2.88	500	720,000	262,800,000	\$ 138.35	\$ 50,497.97	\$ 0.0001922	\$ 2.88	\$ 50,497.97