



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

# Request for Quotation

RFQ NUMBER  
**DNR90087**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**FRANK WHITTAKER**  
**304-558-2316**

**RFQ COPY**  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

**DIVISION OF NATURAL RESOURCES**  
**CANAAN VALLEY RESORT**  
**ATTN: PARK SUPERINTENDENT**  
**ROUTE 1, BOX 320**  
**DAVIS, WV**  
**26260**                      **866-4111**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
<b>03/12/2008</b>				
BID OPENING DATE: <b>04/03/2008</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>0001</b>	<b>1</b>	<b>YR</b>		<b>968-95</b>		
<b>WATER TREATMENT PLANT OPERATIONS AND MAINTNENANCE</b>  THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FROM QUALIFIED AND RESPONSIBLE VENDORS TO AWARD AN OPEN-END CONTRACT TO PROVIDE WATER TREATMENT PLANT OPERATIONS AND MAINTENANCE AT CANAAN VALLEY STATE PARK, TUCKER COUNTY, DAVIS, WV 26260, PER THE ATTACHED SPECIFICATIONS.  <b>EXHIBIT 3</b>  <b>LIFE OF CONTRACT:</b> THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.  <b>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</b>  <b>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL</b>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**SIGNED BID TO:**

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



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PURCHASING

SHIP TO

DIVISION OF NATURAL RESOURCES  
 CANAAN VALLEY RESORT  
 ATTN: PARK SUPERINTENDENT  
 ROUTE 1, BOX 320  
 DAVIS, WV  
 26260 866-4111

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/12/2008				
BID OPENING DATE: 04/03/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p>						

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<p><b>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</b></p> <p><b>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</b></p> <p>REV. 04/11/2001</p> <p>EXHIBIT 6</p> <p><b>PRICE ADJUSTMENT PROVISION:</b>            THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER</p>						

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<p>ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS:            IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR, AND THAT PASS THROUGH PRICE INCREASE BE CONSIDERED AT TIME OF CONTRACT RENEWAL ONLY.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 44</p> <p>RFQ. NO.: DNR90087</p> <p>BID OPENING DATE: 04/03/2008</p>						

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## Operation of Canaan Valley State Park Water Treatment Plant

Lump sum monthly payment will include all operation, emergency repair service, testing, sampling, maintenance and repair cost of the facility 365 days per year.

Vendor will provide coverage at 24 hours a day emergency repair service for water treatment plant. Due to the importance of providing an uninterrupted potable water supply to park users, vendor agrees to respond immediately to any emergency repair calls. Telephone number for emergency repair service will be: \_\_\_\_\_ . Changes to telephone service or number must be reported to Park Office immediately to ensure un-interrupted service.

Vendor agrees to provide repair to agency at Vendor cost, with no markup on price and must retain records of proof, and will be subject to inspection of records within a reasonable time period not to exceed five (5) business days. Invoice records must be provided by no later than the 10<sup>th</sup> day of the following month to the park office.

### **Operation and Maintenance of the water treatment facilities include:**

Vendor must submit and comply with all testing and operational requirements as established by the West Virginia Bureau for Public Health, Office of Environmental Health Services Environmental Engineering Division, Regulatory Development and Compliance 815 Quarrier Street, Suite 418, Charleston, WV 25301 and West Virginia Division of Environmental Protection 601 57<sup>th</sup> Street SE Charleston, WV 25304

Vendor must operate and maintain all chemical feed pumps, backwash pumps, booster pumps, controls, well, surface water intakes, backwash filters, clarifier and all related equipment and tools.

Vendor must assume all costs of water testing, sampling, hydrant flushing and reporting required by any local, state or federal agency.

Vendor must assume fines and/or penalties levied against the agency because of improper maintenance, operation, testing, sampling, etc. by the Vendor will be the responsibility of the Vendor.

Vendor must staff the facility seven days a week, in compliance with any local, state or federal regulation and perform all necessary testing and services required to maintain the water treatment plant in proper operating condition.

It will be the responsibility of the contractor to complete any emergency repairs to pumps, controls, equipment, etc. immediately upon malfunction. A preventative maintenance program must be in place which will identify potential problems and correct them before they occur, and must be submitted with the quotation detailing the frequency and nature of the Preventive Maintenance Program. Documentation of daily, weekly and monthly Preventative Maintenance Activities must be maintained on file and open to inspection by Park staff at any time during normal working hours upon request. Failure to sustain a Preventative Maintenance Program that results in breakdowns or loss of service to the facility

will result in liquidated damages to the facility of a refund of the hourly/daily/weekly rate of interruption of service.

Emergency repair parts must be on hand, or obtained within 12 hours to avoid costly down time and the Vendor repair service must be available 24 hours a day, seven days a week.

Vendor required to meet with regulatory and/or other agency representatives with reasonable notice. Vendor must report any visits to the park office with written documentation.

Vendor to submit all copies of submitted compliance reports by no later than the 10<sup>th</sup> day of the following month of the reporting period. The Vendor will also submit a monthly work report detailing daily operations, water produced by well and surface water, maintenance performed and hours worked. These reports must be submitted to the park office prior to processing any invoice(s) for payment.

Vendor will coordinate with Park staff water line repairs that result in loss of potable water. Annual water loss included in ten year production figures attached to this document. There will be no additional charges for water loss to the Park.

Media in the two backwash filters will be maintained and replaced by the Vendor as needed, or as required by regulatory officials.

All chemicals and sundry materials necessary for the operation of the water treatment plant are to be purchased and stocked by the Vendor. Park will provide a list of mutually agreed to equipment(attachment #1), to the Vendor provided the Vendor agrees, in writing, to have such equipment in good working condition during, and at the termination of the contract.

The Park shall have a contact person(s) identified at the effective start of the contract, who will serve as training and assistance personnel until such time the Vendor is aware of all operations.

Contractor must submit current applicable state certifications for the qualified operation of the described facilities.

Contractor must provide current certificate of liability insurance and must, prior to the award of contract, list the West Virginia Division of Natural Resources, Canaan Valley State Park as *an additional insured* and as the *certificate holder* of a general liability insurance policy with a minimum coverage of one million (1,000,000,000) dollars per occurrence.

Prevailing wage rates apply for Tucker County, West Virginia and can be located at: <http://www.wvsos.com/adlaw/wagerates/building07.htm>



Bid:

Daily Rate:  
Monthly Rate:  
Annual Rate:

\$  
\$  
\$  
\_\_\_\_\_

Canaan Valley State Park Water Plant  
Equipment List  
February 2008

1. Dell Computer Service Tag: 4R9ST51, Monitor, Printer
2. Hach 17205 Turbidimeter
3. Radio Telemetry System for potable water level measurement
4. Hach 2100N IS Turbidimeter
5. Oakton pH/MV/C Meter
6. LaMotte Alkalinity DR-A Test Kit
7. LMI Dosing Pump Model P121-156 Serial 010410426
8. LMI Dosing Pump Model B741- 310B1 Serial 981115919
9. LMI Dosing Pump Model B741- 410B1 Serial 0402834020-1
10. LMI Dosing Pump Model AA751-490B1 Serial 056966356-3
11. LMI Dosing Pump Model AA571-490B1 Serial 05102066091-1
12. Hach DR/820 Colorimeter Serial 040520030426

\*Use of equipment is optional, however, any equipment not used by Vendor must be removed from premises *prior* to start of contract.

Canaan Valley State Park Water Plant  
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1995

January	1,978,000.0
Feburary	1,825,000.0
March	1,522,000.0
April	1,299,000.0
May	2,028,000.0
June	2,363,000.0
July	2,398,000.0
August	2,627,000.0
September	1,895,000.0
October	1,777,000.0
November	1,447,000.0
December	1,459,000.0
<b>Total</b>	<b>22,618,000.0</b>
<b>Average</b>	<b>1,884,833.3</b>

1996

January	2,153,000
Feburary	1,906,000
March	1,581,000
April	1,377,000
May	1,855,000
June	2,125,000
July	2,456,000
August	2,432,000
September	1,478,000
October	1,878,000
November	1,207,000
December	1,929,000
<b>Total</b>	<b>22,377,000</b>
Average	1,864,750

1997

January	No Data
Feburary	1,766,000
March	1,547,000
April	1,337,000
May	2,425,000
June	2,602,000
July	2,634,000
August	2,909,000
September	2,222,000
October	2,082,000
November	1,306,000
December	1,537,000
<b>Total</b>	<b>22,367,000</b>
<b>Average</b>	<b>2,033,364</b>

1998

January	2,111,000
Feburary	1,727,000
March	1,589,000
April	1,655,000
May	2,541,000
June	2,453,000
July	2,987,000
August	2,924,000
September	2,508,000
October	2,200,000
November	1,292,000
December	1,395,000
<b>Total</b>	<b>25,382,000</b>
Average	2,115,167

1999

January	1,784,000
Feburary	1,689,000
March	1,635,000
April	1,194,000
May	1,202,000
June	1,676,000
July	2,369,000
August	2,160,000
September	1,598,000
October	1,654,000
November	1,197,000
December	1,269,000
<b>Total</b>	<b>19,427,000</b>
Average	1,618,917



2000

January	1,779,000
Feburary	1,617,000
March	1,475,000
April	1,273,000
May	1,776,000
June	1,934,000
July	2,230,000
August	2,148,000
September	1,513,000
October	1,572,000
November	1,020,000
December	1,562,000
<b>Total</b>	<b>19,899,000</b>
Average	1,658,250

2001

January	1,782,000
Feburary	1,525,000
March	1,574,000
April	1,332,000
May	2,490,000
June	2,936,000
July	3,361,000
August	2,707,000
September	1,634,000
October	1,687,000
November	1,124,000
December	1,162,000
<b>Total</b>	<b>23,314,000</b>
Average	1,942,833

2002

January	1,827,000
Feburary	1,600,000
March	1,675,000
April	1,039,000
May	1,985,000
June	1,715,000
July	2,240,000
August	2,274,000
September	1,989,000
October	1,754,000
November	1,198,000
December	1,594,000
<b>Total</b>	<b>20,890,000</b>
Average	1,740,833

2003

January	2,127,000
Feburary	1,906,000
March	1,828,000
April	1,375,000
May	1,828,000
June	1,812,000
July	2,274,000
August	2,316,000
September	1,781,000
October	2,242,000
November	1,530,000
December	1,852,000
<b>Total</b>	<b>22,871,000</b>
Average	1,905,917

2007

January	2,038,000
February	2,002,000
March	2,021,000
April	1,714,000
May	1,799,000
June	2,280,000
July	2,632,000
August	2,410,000
September	1,863,000
October	2,079,000
November	1,603,000
December	2,246,000
<b>Total</b>	<b>24,687,000</b>
Average	2,057,250

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**LICENSING:** Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:** The vendor agrees that he or she 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. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_