



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
DNR90109

PAGE
1

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

VENDOR

RFQ COPY
TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF NATURAL RESOURCES
BEECH FORK STATE PARK
ATTN: PARK SUPERINTENDENT
5601 LONG BRANCH ROAD
BARBOURVILLE, WV
25504 522-0303

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 03/11/2008 | | | | |

BID OPENING DATE: **04/02/2008** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| 0001 | 1 | EA | | 968-95 | | |
| <p>WASTEWATER TREATMENT PLANT OPERATIONS</p> <p>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 WASTEWATER OPERATIONS AT BEECH FORK STATE PARK. OPERATIONS ARE TO INCLUDE: MAINTENANCE, REPAIRS, AND TESTING FOR (1) SEWAGE TREATMENT PLANT AND (5) LIFT STATIONS ON THE PARK, PER THE ATTACHED SPECIFICATIONS, TERMS, AND CONDITIONS</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON UPON AWARD 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.</p> <p>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.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR,</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-----------|-----------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE |
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**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.

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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| <p>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) SUCCESSIVE 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 WITH 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>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | | |
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| <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.: DNR90109</p> <p>BID OPENING DATE: 04/02/2008</p> <p>BID OPENING TIME: 1:30</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> | | | | | | |

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| ***** THIS IS THE END OF RFQ DNR90109 ***** TOTAL: | | | | | | |

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To provide operation, maintenance, and sampling of one (1) Waste Water Treatment Plant and five (5) Lift Stations at Beech Fork State Park in Barboursville, West Virginia.

Contractor shall provide a certified Wastewater Treatment Plant Operator to maintain the sewage treatment plant in compliance with all state and federal regulations, laws, operation standards, and guidelines.

The contractor will adhere to the following requirements:

- Maintain the plant and lift stations in proper operating condition including, but not limited to, regulating operation of automatic equipment, checking and changing oil in gear boxes, lubricating greased equipments, inspection for wear, planning equipment overhaul, scrapping hoppers, washing down the plant, controlling the sludge for disposal, keeping chlorinators operating, keeping plant's operations. Service trucks must carry a complete set of mechanics tools to facilitate repairs during plant visits.
- Perform all control tests including chlorine residual, temperature, clarity for PH, dissolved oxygen in mixed liquor and effluent and sludge volume tests.
- Keep complete operating records including test results, DMR reports, meter readings, plant operating observations, maintenance, and laboratory results. These records will be kept by the contractor with complete copies provided to park management. A complete copy of all reports is to be mailed to the park immediately upon receipt by the contractor.
- Make repairs on all equipment.
- Be on call in case of emergencies 24 hours a day, seven days a week. Contractor will provide emergency contact name, telephone number, and secondary number. Emergency response time to make contact must be stated in the contract and will be no less than 1 hour from the time of the call.

Contact Name: _____

Primary Phone Number: _____

Secondary Phone Number: _____

- Meet with representatives of regulatory agencies when they visit the treatment facility.
- Provide sampling for the laboratory analysis on the plant's effluent, which is required by the discharge permit and submit the required Discharge Monitoring Reports to the WV Division of Environmental Protection. Copies of the reports are to be forwarded to Beech Fork State Park management and to Mr. Brad Leslie, WV Division of Parks and Recreation, State Capitol Complex Building # 3, Charleston, WV 25305. Cost of testing and sampling to be responsibility of the contractor.
- Maintain five (5) lift stations: one (1) located at the swimming pool complex, one (1) located in the Old Orchard camping area, one (1) located in the Moxley Branch camping area, one (1) located in the Four Coves camping area, and one (1) located in the Lake View camping area. These stations are to be visited as often as necessary to insure their efficient operation. Operator will immediately respond to problems reported by the park staff.

- Maintain one (1) sewage treatment plant at Beech Fork State Park. The plant contains one collection chamber that feed three 20,000 gallon package plants, which feed one of four sand filters which require alternate use on a monthly basis, which feed tablet fed chlorination and dechlorination chambers before discharge. Preventive measures for below freezing temperature operations are to be made. The plant is to be visited by certified plant operator a minimum of two (2) times per week in the months of April through October and a minimum of one (1) time per week in the months of November through March. Operator will immediately respond to problems reported by park staff. Plant operational adjustments are to be reported to Beech Fork State Park management each month.
- Chlorine, Dechlor Tablets, Bacteria, Enzymes, and other various and sundry materials and chemicals necessary for the operation of all sewage treatment facilities will be purchased and paid for by the contractor. Documentation of materials and chemicals used in plant shall be provided monthly to Beech Fork State Park Management.
- All wastewater treatment plant sand filters must be kept clean of grass, weeds, and waste materials at all times. The removal and replacement of the sand for the filters will be the responsibility of the contractor. The cost of these projects will be the responsibility of the contractor. Documentation of any new sand installed and disposal of any waste sand shall be forwarded to Beech Fork State Park management as they are completed.
- Operator must have a minimum of three (3) years full time experience as a wastewater treatment plant operator of similar sized treatment plant classification. Contractor must submit current wastewater operator state certifications. These certifications must be in the hands of Beech Fork State Park management before any work commences by any individual.
- For safety reasons, the contractor will provide an additional laborer if physical entry into tanks, beds, and voids is required of the operator.
- Copies of all reports and records maintained by the contractor will be provided to Beech Fork State Park management on a monthly basis no later than the 10th day of the following month.
- Contractor will perform all maintenance and repairs on the treatment plant and all lift stations including on electric motors and pumps, chlorine contact chambers, collection lines, flow meters, and all other equipment necessary for proper plant operation.
- The park will be (extra) charged for repair parts, motor shop work, and parts/materials for approved design modifications. Contractor must request and receive approval from Beech Fork State Park management prior to replacing or repairing equipment or parts. Contractor will provide cost accounting information on all repair parts to Beech Fork State Park management. Contractor will provide repair parts at their cost with no mark up. If it is determined by park management that equipment part replacement has been made necessary by a failure to properly maintain that equipment with preventive maintenance by the contractor, then the equipment's replacement or repair cost will be the responsibility of the contractor.

- Contractor is responsible for the cost of sludge pumping from the wastewater plant sufficient to maintain the plant in proper working condition or at the direction of park management. All records of sludge removal shall be maintained by the contractor with copies provided to Beech Fork State Park management. Contractors hauling sludge shall have proper permits in accordance with all state and federal regulations concerning hauling and disposal of sludge.
- If the park is charged with a violation of state and/or federal laws or regulations governing wastewater treatment facilities during the term of this contract due to negligence on the part of the contractor in operating and maintaining the wastewater plant and lift stations, or failure of the contractor to comply with all applicable state and federal regulations, the cost of the fines and/or violations will be the responsibility of the contractor.

Liquidated Damages:

- According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of \$150.00 per day for failure to provide deliverables, meet milestones identified to keep the project on target, or failure to meet specified deadlines. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the Vendor.
- Life of the contract: This contract becomes effective one week after notification to successful bidder for (1) year.
- Renewal: This contract may be renewed upon the mutual agreement, in writing, of the spending unit and Contractor, submitted to the Director of Purchasing within (30) days of expiration date. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to two (2) successive one (1) year periods.
- Insurance: Successful vendor shall furnish proof of coverage of commercial general liability insurance prior to issuance of the contract. Unless otherwise specified in the bid documents, the minimum amount of insurance coverage required is \$250,000.00.
- Prevailing wage rates must be paid.

COST SHEET

| Anticipated cost with number of package plants (within same overall plant) needed to operate per year. | Monthly Rate | # of Months | Extended Cost |
|--|---------------|--------------------|---------------|
| Cost for operation, maintenance, and sampling. April 1- May 15/ Sept 15 – Nov. 1 = 2 plants. | | 3 | |
| Cost for operation, maintenance, and sampling. May 15 - Sept. 15 = 3 plants. | | 4 | |
| Cost for operation, maintenance, and sampling. Nov. 1 – April 1 = 1 plant. | | 5 | |
| | | | |
| | | Estimated Quantity | Extended Cost |
| Cost for sludge removal | | 2 | |
| | Cost per Hour | Estimated Quantity | Extended Cost |
| Labor Rate (repair shop / motor shop only) | | 10 hours | |

TOTAL COST: _____

** The quantities listed above are for bid purposes only.

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 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: _____