

West Virginia Division of Natural Resources Holly River State Park – Potable Water Treatment Plant Operations EXHIBIT A: PRICING PAGE

BID SCENERIO

ITEM	DESCRIPTION	Unit of Measure	Quantity	Unit Price	Amount
_ 1	Monthly Service	Month	12	\$5,433.51	\$65,202.12
2	Emergency Hourly Rate for Repairs	Hour	2	\$45.00	\$90.00
3	Standard Hourly Rate for Repairs	Hour	2	\$35.00	\$70.00
4	Parts/materials	Percentage markup	\$2,000 in parts at 15% markup (estimated)		\$2,300.00
TOTAL					\$67,662.12

The quantities listed above are for bid evaluation purposes. Actual quantities may differ.

Authorized Veridor Signature Date

QUOTATION OF PROFESSIONAL SERVICES FOR HOLLY RIVER STATE PARK WATER TREATMENT PLANT OPERATIONS HACKER VALLEY, WEBSTER COUNTY, WEST VIRGINIA

SUBMITTED TO: WEST VIRGINIA DIVISION OF NATURAL RESOURCES PROPERTY AND PROCUREMENT OFFICE 324 4th AVENUE SOUTH CHARLESTON, WV 25303

SUBMITTED BY:

QUALITY WATER SERVICES LLC 329 BUCKEYE ROAD HORNER, WV 26372

Phone: 304-439-1211

Fax: 304-452-9883

qualitywater.services@yahoo.com

SOLICITATION NO: DNR1900000073

DATE SUBMITTED: DECEMBER 10, 2018



Alan R. Westfall, Owner ~ 329 Buckeye Road, Horner, WV 26372 ~ 304-439-1211

December 10, 2018

West Virginia Division of Natural Resources Property & Procurement Office 324 4th Avenue South Charleston, WV 25303-1228

Subject: Solicitation No: DNR1900000073

Quotation of Professional Services for Holly River State Park

Water Treatment Plant Operations

Hacker Valley, Webster County, West Virginia

Quality Water Services LLC is pleased to present this proposal for the subject solicitation. This proposal has been prepared to illustrate our capability and knowledge in water treatment plant operations. We understand the scope of work will include: responsible system operator of record for all PWSID(s), required system sampling and reporting, treatment facility normal and emergency operations, and quality assurance for all potable water serving Holly River State Park.

Important and pertinent experience is summarized below:

- ✓ Over 20 years experience in all aspects of water operations and distribution
- ✓ Working knowledge of unique requirements for subject water treatment facilities
- ✓ Established and ongoing relationship with WVDHHR for Public Water Systems
- ✓ Forward thinking approach to system operations

We believe our experience makes our company uniquely qualified for this project. We look forward to beginning work for Holly River State Park.

Very respectfully,

alan R Westfall

Alan R. Westfall

Owner and Chief Operator

Quality Water Services LLC

qualitywater.services@yahoo.com

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1. Introduction and Company Overview:

Quality Water Services, LLC (Vendor) respectfully submits the following pages in response to bid solicitation No: DNR1900000073 for Water Treatment Plant Operations to the West Virginia Division of Natural Resources on behalf of Holly River State Park (Agency). Quality Water Services is a small business specializing in the treatment and quality assurance of potable water for clients. Current clients range from public service districts serving thousands of residents, to private-owned water systems providing safe drinking water for transient guests. With an outstanding relationship and reputation with the West Virginia Department of Health and Human Resources, Quality Water Services prides itself on maintaining the highest standards for public health, while maintaining ethical and safe business operating procedures.

2. Qualifications:

Owner and Chief Operator, Alan R Westfall, has over 20 years of experience in potable water treatment, distribution and quality with extensive knowledge and dedication to public service exceeding expectations of employers and clients. As Quality Water Services looks to the future, the employment of certified, well trained, and high integrity employees will provide depth and even more experience base for the benefit of our clients. Attachment 1 provides verification of a Class IV Public Water System Operator certification, exceeding the solicited requirement of a Class II Operator certification.

3. Relevant Documents

Other relevant documents governing performance under the proposed scope of work includes the following West Virginia Department of Health and Human Resources Regulations:

- 3.1. Title 64-Series 03, Public Water System Regulations
- 3.2. Title 64-Series 04, Public Water System Operators Regulations
- 3.3. West Virginia Public Water Supply Regulations contain specific state requirements and adopt federal regulations under CFR141

4. Assumptions

Vendor makes the following assumptions regarding performance under the proposed scope of work:

- 4.1. Agency will retain responsibility for all aspects of water distribution system.
- 4.2. Vendor will utilize Agency owned chemicals and sundry materials to complete all work.

5. Communication

- 5.1. Vendor will communicate status of Agency water treatment facility(s) and water quality on a monthly basis by providing Agency with Monthly Operational Reports. These Monthly Operational Reports will contain all pertinent treatment and compliance data for Agency water treatment facility(s).
- 5.2. Vendor will provide Agency with water sample quality testing results and will review with Agency representative upon request.
- 5.3. Vendor will communicate with West Virginia Department of Health and Human Resources on behalf of Agency, pertaining only to Agency PWSID number(s).

6. Approach

- 6.1. Vendor will assume the role of System Operator and accept full responsibility for all water quality of Agency PWSID number(s). Decision making outside of normal water treatment operations will be coordinated with the Agency representative(s).
- 6.2. Vendor will complete all required distribution sampling as directed by current West Virginia Department of Health and Human Resources Regulations.
- 6.3. Vendor will complete all required reporting of laboratory-sampling analysis as directed by current West Virginia Department of Health and Human Resources Regulations.
- 6.4. Vendor will complete all required flushing and in house water quality sampling, to include Boil Water Advisory Bac-T Sampling, as necessary.
- 6.5. Vendor will complete all normal and emergency operations of Agency water treatment facility(s). These operations include all system sampling, all reporting of water quality, and all submissions to the West Virginia Department of Health and Human Resources.

7. Deliverables

- 7.1. Vendor will complete operation of the water treatment facility(s) to include the following: operation of all chemical feed pump units, backwash pumps, booster pumps, valves, controls, wells, roto phase units, and all related equipment. Vendor will not be responsible for maintenance or repairs to Agency water distribution system.
- 7.2. Vendor will control the chlorine residual, iron, manganese, PH, and related chemicals and compounds as required by the West Virginia Department of Health and Human Resources.
- 7.3. Vendor will complete all water testing and reports as required by the State of West Virginia, County Health Department, and Federal Agencies, if applicable. Vendor will be responsible for all testing, reporting and sampling, to include all associated cost considerations.

7.4. Vendor will be responsible for all fines and penalties levied against Agency because of improper operations pursuant to this proposal.

8. Scheduled Services

- 8.1. Vendor will complete all routine and incidental maintenance services required to operate the Agency water treatment facility(s) in accordance with all pertinent public water supply regulations. Vendor will visit the water treatment facility(s) as often as needed to ensure the facility(s) will remain operational 24 hours per day, 365 days per year with uninterrupted water service.
- 8.2. Vendor will meet with representatives from any and all regulatory agencies, as required for assessment or inspections of water treatment facility(s). Agency is responsible for notifying Vendor with as much advance notice as possible for scheduled regulatory visits.
- 8.3. Vendor will complete all routine maintenance and incidental removal and replacement of water treatment filter media.
- 8.4. Vendor will provide all necessary sampling containers, personal protective equipment, and other required routine tools, necessary for the operation of Agency water treatment facility(s). Agency will provide secure, weather protected storage area for Vendor provided materials.
- 8.5. Vendor will utilize Agency provided chemicals, sampling reagents, equipment calibration standards, and any other routine maintenance or sundry materials necessary for the operation of Agency water treatment facility(s).
- 8.6. Vendor will utilize Agency water sampling test equipment, to be made available on site.
- 8.7. Agency is responsible for any non-emergency maintenance needs that are not incidental to routine operation of the water treatment facility(s). Any identified maintenance needs of this nature will be indentified by Vendor to Agency representative(s).

9. Emergency Services

- 9.1. Vendor will provide 24 hour, 365 day emergency response to ensure continued water service to Agency. Vendor will provide Agency an emergency response procedure with three tiered emergency call list to ensure the quickest possible response. Vendor will provide a responding representative on site within four (4) hours of initial notification.
- 9.2. Vendor will complete any emergency repairs, adjustments or maintenance to Agency water treatment facility(s) immediately upon identification of emergency root cause. Vendor will maintain water treatment facility(s) in an emergency situation only as long as is necessary to ensure uninterrupted water service to Agency.
- 9.3. Vendor will provide emergency replacement parts and associated installation without additional mark up on part price. Vendor will submit original invoices for

- emergency replacement parts to Agency representative(s) for reimbursement, to include overnight or express shipping to ensure uninterrupted water service to Agency.
- 9.4. Vendor is not responsible for interruptions in water service which occur in Agency water distribution system caused by line or equipment failures, Agency personnel negligence, or acts of God.
- 9.5. Vendor will not complete any permanent, non-emergency construction, improvement, repair, etc. which fall under state Department of Labor prevailing wage requirements. Any identified maintenance needs of this nature will be indentified by Vendor to Agency representative(s).

10. Value Added Services

- 10.1. Vendor will preserve all records pertaining to Agency water treatment facility(s) for the minimum required document retention times, as defined by West Virginia Department of Health and Human Resources, Title 64-Series 03, Public Water System Regulations.
- 10.2. Vendor will establish and document Standard Operating Procedures for Agency water treatment facility(s).
- 10.3. Vendor will implement System Monitoring Improvements to include: Daily chlorine residual analysis; System pressure monitoring to ensure adequate water tank levels; Early warning alert system for notification of water treatment facility(s) telemetry.
- 10.4. Vendor will provide advisory support to Agency for future water system improvements or decision making, as required.

11. Pricing and Invoicing

- 11.1. Attachment 2 provides Vendor Pricing Page for Operation, Maintenance and Sampling of Potable Water per specifications.
- 11.2. Vendor pricing includes all mileage and travel costs, including travel time associated with required lab sampling.
- 11.3. Vendor pricing includes all time and materials for routine operation, maintenance and sampling under the specified terms of the original solicitation.
- 11.4. Vendor pricing includes all services as defined in original solicitation.
- 11.5. Vendor will submit for reimbursement original supplier invoices for any emergency replacement parts with no percentage markup. These supplier invoices may include overnight or express shipping to ensure uninterrupted water service to Agency.
- 11.6. Vendor has included Emergency and Standard Hourly Rates as requested on Pricing Page for bid evaluation purposes only.

11.7. Vendor will invoice Agency on a monthly basis, in arrears for all Contract Services performed with net 30 payment terms.

12. Miscellaneous

- 12.1. Vendor will be responsible for following all Agency security protocols and procedures to include controlling access cards and/or keys used to gain entrance to Agency facilities.
- 12.2. Vendor Contract Manager is responsible for overseeing all Vendor responsibilities and is listed below:

Contract Manager:

Alan R. Westfall 304-439-1211

Telephone Number: Email Address:

qualitywater.services@yahoo.com



Health State of West Virginia Bureau cor public HEALTH MINITAL SECURCES GUSTAN HEREBY Certifies



ALAN R. WESTFALL

DIRECTOR, OFFICE OF ENVIRONMENTAL HEALTH SERVICES Class IV
CERTIFICATION #: WVOP07690
EXPIRES ON: 04/30/2020

STATE OF WEST VIRGINIA

DEPARTMENT OF HEALTH AND HUMAN RESOURCES

This is to Certify

Alan R. Westfall

Has complied with all Rules and Regulations of the State of West Virginia to become certified as a

069L04OAM Water - Class IV

EXPIRATION DATE: 4/30/2020

Director, Office of Environmental Health Services

WV-10 Approved / Revised 06/08/18

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 2.6% vendor preference for the reason of Bidder is an individual resident vendor and has resided continuously in or corporation resident vendor and has maintained its headquarters Virginia, for four (4) years immediately preceding the date of this certif	West Virginia, or bidder is a partnership, association or principal place of business continuously in West			
	Bidder is a resident vendor partnership, association, or corporation of bidder held by another entity that meets the applicable four year				
	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 of Bidder is a resident vendor who certifies that, during the life of the convorking on the project being bid are residents of West Virginia who have immediately preceding submission of this bid; or,	ontract, on average at least 75% of the employees			
3.	Application is made for 2.5% vendor preference for the reason of Bidder is a nonresident vendor that employs a minimum of one hund has an affiliate or subsidiary which maintains its headquarters or premploys a minimum of one hundred state residents, and for purpos completing the project which is the subject of the bidder's bid and caverage at least seventy-five percent of the bidder's employees or the residents of West Virginia who have resided in the state continuous vendor's bid; or,	red state residents, or a nonresident vendor which incipal place of business within West Virginia and es of producing or distributing the commodities or ontinuously over the entire term of the project, on the bidder's affiliate's or subsidiary's employees are			
<u>4</u>	Application is made for 5% vendor preference for the reason ch Bidder meets either the requirement of both subdivisions (1) and (2) 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 §6A-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.				
requiren or (b) as	er understands if the Secretary of Revenue determines that a Bidder rece rements for such preference, the Secretary may order the Director of Purch) assess a penalty against such Bidder in an amount not to exceed 5% of ontracting agency or deducted from any unpaid balance on the contract or	nasing to: (a) rescind the contract or purchase order, the bid amount and that such penalty will be paid to			
authorizathe requ	ubmission of this certificate, Bidder agrees to disclose any reasonably rec prizes the Department of Revenue to disclose to the Director of Purchasing a equired business taxes, provided that such information does not contain to ned by the Tax Commissioner to be confidential.	appropriate information verifying that Bidder has paid			
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.					
_	er: Quality Water Services LLC Signed: Quo	n R. Wastell			
Date: 12/10/2018 Title: Owner					
*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.					

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other lines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding belance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-20-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) 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, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

MINESS INE FOLLOWING SIGNATURE:	
Vendor's Name: QUALITY WATER	e SERVICES LLC
Authorized Signature: Wan R. 25 Holl	Date: 12/10/2018
State of WEST VIRGINIA	
County of LEWIS to-wit:	
Taken, subscribed, and swom to before me this $10^{\underline{D}}$ day	of DECEMBER 2018.
My Commission expires OCTORFO 2	, <u>20</u> <u>20</u>
AFFIX SEAT STEP HOTHER WESTFULL MY CHIMENE STEP HOTHER WESTFULL MY CHIMENES OCIODAT 2, 2022	NOTARY PUBLIC Staphanie E West School 01/19/2018) Purchasing Affident (Ranksed 01/19/2018)

QUALWAT-01

SANDERSON



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/20/2018

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). CONTACT Shelli L. Anderson PRODUCER Dyer Insurance Agency 347 Washington Avenue PO Box 607 PHONE (A/C, No, Ext): ADDRESS: sanderson@dyerinsgroup.com Clarksburg, WV 26302-0607 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Underwriters at Lloyds INSURED INSURER B : **Quality Water Services, LLC** INSURER C: 329 Buckeye Road INSURER D Horner, WV 26372 INSURER E INSURER F 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. TYPE OF INSURANCE POLICY EFF POLICY EXP POLICY NUMBER LIMITS A X COMMERCIAL GENERAL LIABILITY 1.000,000 EACH OCCURRENCE CLAIMS-MADE X OCCUR DAMAGE TO RENTED PREMISES (Ea occurrence) ATR/PL216429 09/13/2018 09/13/2019 100,000 5.000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER GENERAL AGGREGATE X POLICY PRO-JECT 1,000,000 PRODUCTS - COMP/OP AGG | \$ OTHER COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY ANY AUTO **BODILY (NJURY (Per person)** OWNED AUTOS ONLY SCHEDULED AUTOS BODILY INJURY (Per accident) \$
PROPERTY DAMAGE
(Per accident) \$ HIRED AUTOS ONLY NON-OWNED AUTOS ONLY UMBRELLA LIAB **OCCUR EACH OCCURRENCE EXCESS LIAB** CLAIMS-MADE AGGREGATE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT Professional Liab. 09/13/2018 | 09/13/2019 | Prof. Liability ATR/PL216429 1,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Regarding Bid for potable water services for Holly River Park CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **Division of Natural Resources** 324 4th Street South Charleston, WV 25303 AUTHORIZED REPRESENTATIVE