

Solicitation Response(SR) Dept: 0803 ID: ESR09142100000001851 Ver.: 1 Function: New Phase: Final

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Header 1



General Information Contact Default Values Discount Document Information Clarification Request

<b>Procurement Folder:</b> 915013	<b>SO Doc Code:</b> ARFQ
<b>Procurement Type:</b> Agency Master Agreement	<b>SO Dept:</b> 0803
<b>Vendor ID:</b> VS0000016708	<b>SO Doc ID:</b> DOT2200000004
<b>Legal Name:</b> QUALITY WATER SERVICES LLC	<b>Published Date:</b> 9/9/21
<b>Alias/DBA:</b>	<b>Close Date:</b> 9/14/21
<b>Total Bid:</b> \$40,976.50	<b>Close Time:</b> 14:30
<b>Response Date:</b> 09/14/2021	<b>Status:</b> Closed
<b>Response Time:</b> 14:15	<b>Solicitation Description:</b> ADDENDUM #1 WATER TESTING FOR SUMMERS
<b>Responded By User ID:</b> qualitywater	<b>Total of Header Attachments:</b> 1
<b>First Name:</b> Alan	<b>Total of All Attachments:</b> 1
<b>Last Name:</b> Westfall	
<b>Email:</b> steph@qualitywaterservicesv	
<b>Phone:</b> 3042690072	



160 John Street, Weston, WV 26452 ~ 304-269-0072 ~ [www.qualitywaterserviceswv.com](http://www.qualitywaterserviceswv.com)

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September 14, 2021

Kristy James, Procurement Officer  
WV Department of Transportation  
for work pursuant at  
Division of Highways, District 9  
Summers County HQ  
20414 State Route 12  
Hinton, WV 25951

RE: ARFQ-0803-DOT220000004-1, Summers County Headquarters required water testing

Ms. James,

Quality Water Services, LLC is pleased to respond to the subject solicitation with the enclosed proposal which includes our written response, pricing pages, and all other required documents for formal response.

We believe our experience makes our Company uniquely qualified for this opportunity and we look forward to providing services pursuant to the subject Request for Quotation. Please contact our offices for any additional information.

Respectfully,

A handwritten signature in black ink that reads "Alan R. Westfall".

Alan Westfall, COO  
Quality Water Services, LLC  
[alan@qualitywaterserviceswv.com](mailto:alan@qualitywaterserviceswv.com)  
wvOASIS Vendor ID: VS0000016708

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## **1. Introduction and Company Overview**

Quality Water Services, LLC (Vendor) respectfully submits the following pages in response to ARFQ-0803-DOT2200000004-1 for the West Virginia Department of Transportation, Division of Highways for the Summers County Headquarters required water testing. Quality Water Services is an established vendor serving the State of West Virginia specializing in water and wastewater operations and services. Current clients range from public service districts and municipalities serving thousands of residents, to government owned water and wastewater systems who are serviced by a team of certified professionals. With an outstanding relationship and reputation with the West Virginia Division of Environmental Protection (WVDEP) and Department of Health and Human Resources (DHHR), Quality Water Services prides itself on maintaining the highest standards for public health, while maintaining ethical and safe business operating procedures.

## **2. Project Personnel**

- 2.1. Key Personnel 1: The Chief Executive Officer of Quality Water Services holds a Bachelor of Science, Master of Business Administration, Six Sigma Black Belt, and is a WDS certified water operator with 25 years' experience in Lean Management, human resources and staff training and development.
- 2.2. Key Personnel 2: The Chief Operating Officer of Quality Water Services is a Chief Operator and Class IV certified water operator with over 20 years' experience in potable water treatment, distribution system services, leak detection and repair, and water quality management.
- 2.3. Key Personnel 3: Quality Water Services maintains a strategic professional relationship with a full-service certified laboratory. With multiple facilities, the laboratory utilizes modern analytical instrumentation which promotes precise, timely, and reliable data reporting.

## **3. Relevant Documents**

Relevant documents governing performance under the proposed scope of work includes but is not limited to the following West Virginia rules for public wastewater systems:

- 3.1. Title 150-Series 07, Public Service Commission Rules for the Government of Water Utilities
- 3.2. Title 64-Series 03, Public Water System Regulations
- 3.3. Title 64-Series 04, Public Water System Operators Regulations
- 3.4. Title 110-Series 15J, Per Se Exemption from Consumers Sales, Service, and Use Tax
- 3.5. West Virginia Public Water Regulations contain specific state requirements and adopt federal regulations under 40 CFR Parts 141-143

#### **4. Assumptions**

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

- 4.1. Agency will be responsible for all aspects of water system infrastructure, equipment, and asset management.
- 4.2. As system owner, Agency will preserve all records for the minimum required document retention times, governed by regulations listed in Section 3.0, Relevant Documents.
- 4.3. Agency will be responsible for communicating to Vendor, as soon as reasonably possible, any routine or emergency situations that arise which will affect the water system or water quality.
- 4.4. Vendor will assume the roles of Chief System Operator and Compliance Officer, and in so doing will accept full responsibility for all water quality of Agency Public Water System Identification (PWSID) number(s). Decision making outside of normal water operations and compliance samples will be coordinated with the Agency representative(s).
- 4.5. All personnel performing work for Agency water system as a certified water operator will be under direct Vendor oversight to ensure daily compliance samples are performed correctly.
- 4.6. Vendor will utilize certified laboratory for all water quality sampling and maintain responsibility for this sub-contractor relationship. Vendor will be responsible for all costs associated with laboratory testing for required compliance samples.
- 4.7. Vendor will provide all personal protective equipment, specimen bottles, and other required routine tools necessary for water sample collection and laboratory analysis.
- 4.8. Vendor will not perform any work which requires additional licensing, insurance, or specialized training beyond the scope pursuant to all work performed under this proposal (e.g., electrical, confined space entry, etc.)
- 4.9. Vendor will not be held liable for water compliance sampling or quality test results which may fall outside allowable regulatory parameters.
- 4.10. Vendor will not be held liable for existing violations on Agency water system.
- 4.11. Vendor will be responsible for maintaining Unemployment, Worker's Compensation, General Liability, Errors and Omissions, and Commercial Vehicle Insurance pursuant to all work performed under this proposal. Vendor will provide Agency with a certificate of insurance on or before the contract effective date and upon Agency's request at any time while this contract is effective. Vendor will be responsible for ensuring any sub-contracted work maintain the same, as required.
- 4.12. Vendor will comply with all federal, state, and local employment laws as a business in good standing with the State of West Virginia. Vendor will be responsible for ensuring any sub-contracted work maintain the same, as required.

## **5. Performance and Deliverables**

- 5.1. Vendor will coordinate with Agency representative(s) in advance of all scheduled compliance sample events.
- 5.2. Collection of all samples at Agency facility will occur during normal operating hours (i.e., Monday thru Friday, 7:30am – 4:00pm) to ensure compliance with all DHHR policies.
- 5.3. Vendor will be responsible for submitting Monthly Operational Report (MOR) to DHHR to maintain regulatory compliance. Vendor will communicate status of Agency water system and water quality by providing Agency with Monthly Operational Reports. These Monthly Operational Reports will contain all pertinent treatment and compliance data for Agency PWSID number(s).
- 5.4. Vendor will provide Agency with electronic reports, laboratory results, and all compliance data to be either accessed via Vendor online compliance portal or via email, whichever Agency prefers. All water sample testing results will be reviewed with Agency representative upon request to identify areas of concern, trends,
- 5.5. Vendor will communicate with West Virginia Department of Health and Human Resources on behalf of Agency, pertaining only to Agency PWSID number(s) and the water treatment facility.
- 5.6. Vendor will coordinate with DHHR for cleanup of all existing citations for Agency water system including formal response and public notification, as required. As of bid date there are three (3) known outstanding violations.
- 5.7. Vendor will host all regulatory site visits with DHHR, WVDEP, etc. on behalf of Agency water system. Dates for these regulatory events will be scheduled with Agency representative(s) with as much advance notice as possible. Likewise, if contacted directly, Agency is responsible for notifying Vendor with as much advance notice as possible for scheduled regulatory visits.
- 5.8. Vendor will provide advisory support to Agency for future water system improvements or decision making, as required.

## **6. Pricing and Invoicing**

- 6.1. Attachment 1 provides Vendor Pricing.
- 6.2. Vendor pricing reflects the total hourly and annual cost for Agency determined line items, as required by the System Monitoring Schedule from DHHR.
- 6.3. Vendor pricing includes all time, materials, equipment, technical services and support, laboratory services and analysis, coordination with regulatory agencies, and additional expenses including any necessary travel costs or required local taxes; Vendor will not charge additional fees or assess additional charges not provided for in this proposal.
- 6.4. Vendor will invoice Agency in arrears for all services performed with net 30 payment terms.

6.5. Vendor will accept payment by electronic funds transfer and/or P-Card.

## **7. Period of Performance**

7.1. Vendor will complete all areas of responsibility under the scope of this proposal within twelve (12) consecutive months after receipt of final contract award.

7.2. Vendor requests a 30-day notice when Agency decides on either the termination of existing contract, or the exercising of a renewal term for an additional 12-month term, up to two (2) successive 12-month periods.

## **8. Miscellaneous**

8.1. Vendor will be responsible for following all Agency security protocols and procedures used to gain entrance to Agency facility during the period of performance.

8.2. Vendor will comply with all federal, state, and local employment laws as a business in good standing with the State of West Virginia.

8.3. Vendor will notify subcontractors they are required to comply with all applicable laws, regulations, and ordinances prior to any work being completed; likewise, all subcontractors will be notified they are required to be licensed and a company in good standing with regulatory agencies.

8.4. Vendor will provide proof of all specified insurance policies and limitations and will maintain said coverage throughout the life of the Project. Agency will be listed as additional insured on Vendor policies.

8.5. Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for all matters relating to this Contract.

Stephanie Westfall, CEO and Member  
Quality Water Services, LLC  
160 John Street, Weston, WV 26452  
Phone: 304-269-0072 Fax: 304-269-0076  
Email Address: [steph@qualitywaterserviceswv.com](mailto:steph@qualitywaterserviceswv.com)

8.6. By accepting the terms herein and entering into this contract with Vendor:

8.6.1 Agency forever waives, releases and discharges Vendor and its owners, officers, employees, contractors, subcontractors, consultants, agents, successors and assigns (Vendor Parties) from any and all Claims, arising from or relating to (a) the past, present or future condition of Agency's water treatment facilities to the extent such condition arose as a result of acts or omissions occurring prior to the contract effective date, (b) Agency's water operations, collection and disposal practices prior to the contract effective date, (c) the acts or omissions of Agency or any predecessor operator to Vendor, or (d) if applicable, any event of non-compliance under any applicable law or regulation before, on or after the contract effective date until such time as Agency and Vendor have restored compliance to all of Agency's water operations (the Released Claims).

8.6.2. Agency agrees to indemnify, defend and hold harmless Vendor Parties from and against any and all Claims sustained by any Vendor Party, Agency or any third party arising from or relating to the Released Claims or any breach of this contract by Agency, except to the extent of Vendor's sole or gross negligence, willful misconduct or non-compliance with applicable law or regulation.

8.6.3. For purposes of this Section 8.6, "Claims" means any and all claims, demands, actions, causes of action, responsibilities, damages, fines, penalties, deficiencies, defaults, assessments, losses, expenses, costs, liabilities and obligations, including interest, court costs, reasonable attorneys' fees and expenses, whether in tort or equity, or otherwise.



**ATTACHMENT 1**

**EXHIBIT A - PRICING PAGE**

<b>TOTAL INSTALLATION &amp; DELIVERY COST</b>				
<b>LOCATION -Building 5, Room 920, Charleston, WV 25305</b>				
<b>Item Number</b>	<b>QTY per year</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extended Price</b>
1	12 months	Certified Class 1 Water Operator, monthly water testing supervision. Conduct daily water testing, sign off on daily sheets and send monthly to DHHR, coordinate required annual and quarterly samples and	<b>1275.5</b>	<b>15306</b>
2	10 hours	Quarterly Coliform Compliance Samples - The WVDHHR has identified these groups for water testing at the Summers County Headquarters which is now considered a Class I Water facility. Testing of these parameters	<b>42.5</b>	<b>425</b>
3	14 hours	Quarterly Haloacetic Acids Group/Trihalomethanes Group Compliance Samples - The WVDHHR has identified these groups for water testing at the Summers County Headquarters which is now considered	<b>144</b>	<b>2016</b>
4	14 hours	Quarterly Lead and Copper Compliance Samples - The WVDHHR has identified these groups for water testing at the Summers County Headquarters which is now considered a Class I Water facility. Testing of these	<b>325</b>	<b>4550</b>
5	10 hours	Quarterly Arsenic Compliance Samples - The WVDHHR has identified these groups for water testing at the Summers County Headquarters which is now considered a Class I Water facility. Testing of these parameters	<b>43.75</b>	<b>437.5</b>
6	14 hours	Quarterly Inorganic/Volatile Organic/Synthetic Organics Group Compliance Samples - The WVDHHR has identified these groups for water testing at the Summers County Headquarters which is now considered a Class	<b>1255</b>	<b>17570</b>
7	10 hours	Quarterly Nitrate/Nitrite Group Compliance Samples - The WVDHHR has identified these groups for water testing at the Summers County Headquarters which is now considered a Class I Water facility. Testing of these	<b>48</b>	<b>672</b>
				\$ 40,976.50
				\$
				\$

**ATTACHMENT 2**

**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.:**

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 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.

\_\_\_\_\_  
Company

*Stephanie Westfall*  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

## State of West Virginia

WV-10  
Approved / Revised  
06/08/18

**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: \_\_\_\_\_

Signed: Stephanie Westfall

Date: \_\_\_\_\_

Title: \_\_\_\_\_

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