



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 1536235
Solicitation Description: WATER TESTING FOR SUMMERS COUNTY DOH HQ
Proc Type: Agency Master Agreement

Solicitation Closes	Solicitation Response	Version
2024-10-28 10:30	SR 0803 ESR10262400000002989	1

VENDOR
 VS0000016708
 QUALITY WATER SERVICES LLC

Solicitation Number: ARFQ 0803 DOT2500000019
Total Bid: 0
Response Date: 2024-10-26
Response Time: 15:55:21
Comments:

FOR INFORMATION CONTACT THE BUYER

Jeromie F Lanham
 304-720-7383
 jeromie.f.lanham@wv.gov

Vendor Signature X **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Water testing services/Certified Class 1 Water Operator				

Comm Code	Manufacturer	Specification	Model #
70171602			

Commodity Line Comments:

Extended Description:

Water testing services/Certified Class 1 Water Operator

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Coliform Samples				

Comm Code	Manufacturer	Specification	Model #
70171602			

Commodity Line Comments:

Extended Description:

Coliform Samples

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Haloacetic Acid/Trihalomethanes Samples				

Comm Code	Manufacturer	Specification	Model #
70171602			

Commodity Line Comments:

Extended Description:

Haloacetic Acid/Trihalomethanes Samples

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Lead and Copper Samples				

Comm Code	Manufacturer	Specification	Model #
70171602			

Commodity Line Comments:

Extended Description:

Lead and Copper Samples

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Arsenic Samples				

Comm Code	Manufacturer	Specification	Model #
70171602			

Commodity Line Comments:

Extended Description:

Arsenic Samples

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Inorganic/Volatile Organic/Synthetic Organic samples				

Comm Code	Manufacturer	Specification	Model #
70171602			

Commodity Line Comments:

Extended Description:

Inorganic/Volatile Organic/Synthetic Organic samples

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Nitrates/Nitrite samples				

Comm Code	Manufacturer	Specification	Model #
70171602			

Commodity Line Comments:

Extended Description:

Nitrates/Nitrite samples

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Special Request Samples for DHHR	12.00000	EA		

Comm Code	Manufacturer	Specification	Model #
60104200			

Commodity Line Comments:

Extended Description:

Special Request Samples for DHHR this is an estimate only as required.



160 John Street, Weston, WV 26452 ~ 304-269-0072 ~ www.qualitywaterserviceswv.com

October 25, 2024

Jeromie F. Lanham
WV Division of Highways, Procurement Division
Building 6, Room 340A
1900 Kanawha Blvd E
Charleston, WV 25305

RE: ARFQ DOT2500000019 D9 WATER TESTING

Mr. Lanham,

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

With a reputable history of providing similar services for other WV government entities, we believe our certifications, expertise and experience make our Company uniquely qualified for this opportunity. We look forward to providing certified operator and water testing services for the Division of Highways District 9 Headquarters in Summers County, West Virginia. 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
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 DOT2500000019 D9 Water Testing for the West Virginia Department of Transportation, Division of Highways, District Nine, Summers County Headquarters (Agency) for required water testing. Quality Water Services is an established vendor serving the State of West Virginia specializing in certified water and wastewater operations and services for public utilities. Current clients range from public service districts and municipalities to private, federal, and state government owned water and wastewater systems. 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 over 25 years' experience in Lean Management, leadership, 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 25 years' experience in potable water treatment, distribution system management, leak detection and repair, and water quality management.
- 2.3. Key Personnel 3: Quality Water Services employs a team of certified drinking water operators who are fully cross trained to multiple locations, ensuring peace of mind for each client with depth of operator coverage and continuity of water quality testing and compliance services.
- 2.4. Key Personnel 4: Quality Water Services maintains strategic professional relationships with multiple full-service certified laboratories and utility repair specialists to ensure precise, timely, and reliable services.

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 01, Public Service Commission (PSC) Rules of Practice and Procedure
- 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

4. Assumptions

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

- 4.1. Agency will retain full ownership and management of water utility to include all system infrastructure, reports, and records.
- 4.2. Agency will be responsible for all costs associated with water system infrastructure development and maintenance, including but not limited to: equipment upgrades or repairs, storage buildings, pump stations, water treatment plant, and all associated treatment equipment and chemicals.
- 4.3. Agency will forward to Vendor any communications pertaining to the Agency water system received from regulatory agencies such as DHHR, WVDEP, PSC, or local government entity to ensure timely response and maintained compliance.
- 4.4. Agency will communicate to Vendor, as soon as reasonably possible, any routine or emergency situations that arise which will affect the water system, to include disruption in water service or impact to water quality.
- 4.5. Vendor will be the responsible Class I Water Operator of Record for Agency system. All certified Agency personnel performing work for water system will be under Vendor direction as Chief Operator.
- 4.6. Vendor will be responsible for required water testing and compliance reporting, as specified by current DHHR requirements in place of those samples listed in Request for Quotation, to ensure Agency compliance, as assumed will be the intent.
- 4.7. Vendor will utilize certified laboratories for all required water sampling and analysis. Vendor will be responsible for all costs associated with laboratory testing for required compliance samples.
- 4.8. Vendor will provide all personal protective equipment, required tools, equipment, reagents, and other sundry materials for water sample collection.
- 4.9. 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.)
- 4.10. Vendor will perform all sampling as governed by regulations listed in Section 3.0, Relevant Documents, for certified water operators. All collected samples will be representative of Agency system, and as such, Vendor will not be responsible for water quality test results falling outside allowable regulatory parameters.
- 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 and Agency will agree upon a schedule for performance of Contract Services and Contract Services Deliverables.
- 5.2. Vendor will work with DHHR to bring Agency water system back into full compliance, to include required public notices, completion of missing reports, and responding to outstanding deficiencies noted on DHHR Sanitary Surveys.
- 5.3. Vendor will install and maintain sampling and monitoring equipment, as needed, to ensure compliance with all daily sampling requirements.
- 5.4. Vendor will utilize industry best practices in the completion of all required sampling
- 5.5. Vendor will complete all water testing and sampling as dictated by current DHHR schedule.
- 5.6. Vendor will complete all routine and recurring reports to DHHR for compliance purposes.
- 5.7. Vendor will monitor changes in regulatory mandates to assess potential impact to Agency water system and notify Agency representative(s) as soon as reasonably possible.
- 5.8. Vendor will provide Agency with all compliance documentation such as laboratory results, monthly operational reports, DHHR receipt confirmation, etc.

6. Pricing and Invoicing

- 6.1. Vendor will invoice Agency a monthly amount for Class I Operator Services, and per testing for compliance samples, as shown on Attachment 1, Pricing Page. All pricing is in the context of Section 4.0, Assumptions.
- 6.2. Vendor pricing includes all required sampling as dictated by current DHHR monitoring schedule to include recurring and special purpose sampling.
- 6.3. Vendor pricing includes sampling and monitoring equipment and all associated maintenance costs.
- 6.4. Vendor pricing includes all time, materials, equipment, compliance and technical services, administrative 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.
- 6.5. Vendor will invoice Agency in arrears for all services performed with net 30 payment terms.

- 6.6. Vendor will accept payment in accordance with the payment procedures of the State of West Virginia. Vendor prefers payment via electronic funds transfer but will also accept Vendor P-Card or check.

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 three (3) successive 12-month periods.

8. Miscellaneous

- 8.1. Vendor will identify principal service personnel which will be issued Agency access cards and/or keys to perform service.
- 8.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 8.3. Vendor will be responsible for following all Agency security protocols and procedures used to gain entrance to any Agency facility during the period of performance.
- 8.4. Vendor will comply with all federal, state, and local employment laws as a business in good standing with the State of West Virginia.
- 8.5. 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.
- 8.6. Vendor will provide proof of all specified insurance policies and limitations and will maintain said coverage throughout the life of the Contract. Agency will be listed as additional insured on Vendor policies.
- 8.7. Vendor designates the individual identified below as the Contract Manager and the initial point of contact for all matters relating to this Contract.

Contract Manager: Stephanie Westfall
Telephone Number: 304-997-3439
Fax Number: 304-269-0076
Email Address: 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, and 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.

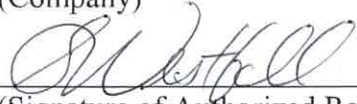
DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

STEPHANIE WESTFALL CEO
(Printed Name and Title)
1160 JOHN ST. WESTON, WV 26452
(Address)
304-269-0072 / 304-269-0076
(Phone Number) / (Fax Number)
steph@qualitywaterservices.wv.com
(E-mail address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through WV OASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; ; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the Vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

QUALITY WATER SERVICES, LLC
(Company)


(Signature of Authorized Representative)

STEPHANIE WESTFALL CEO
(Printed Name and Title of Authorized Representative)

10/25/2024
(Date)

304-269-0072 / 304-269-0076
(Phone Number) (Fax Number)

EXHIBIT A - PRICING PAGE

TOTAL INSTALLATION & DELIVERY COST				
DISTRICT NINE SUMMERS COUNTY HEADQUARTERS - 20414 STATE RT 12 HINTON, WV				
Item Number	QTY per year	Description	Unit Price	Extended Price
1	12	Certified Class 1 Water Operator, monthly water testing supervision. Conduct daily water testing, sign off on daily sheets and send mostly to DHHR, coordinate required annual and quarterly samples and	\$2,874.38	\$34,492.56
2	4	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 are	\$105.30	\$421.20
3	4	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	\$281.24	\$1,124.96
4	4	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	\$545.30	\$2,181.20
5	4	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 are	\$235.00	\$940.00
6	4	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 I Water	\$9,644.76	\$38,579.04
7	4	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	\$101.00	\$404.00
8	varied	As needed samples for DHHR special purposes such as dry weather samples, etc	\$348.19	\$1,392.76
				\$79,535.72

**STATE OF WEST VIRGINIA
DEPARTMENT OF HEALTH**

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

**DW Drinking Water Certification DW-4
WVOP07690**

EXPIRATION DATE: April 30, 2026



Director, Office of Environmental Health Services