

Solicitation Response(SR) Dept: 0803 ID: ESR09092100000001742 Ver.: 1 Function: New Phase: Final

Modified by batch , 09/14/2021

Header 1



General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 915013	SO Doc Code: ARFQ
Procurement Type: Agency Master Agreement	SO Dept: 0803
Vendor ID: <input type="text" value="VC0000096159"/>	SO Doc ID: DOT2200000004
Legal Name: WV WATER DR	Published Date: 9/9/21
Alias/DBA: JAMES C LAWSON	Close Date: 9/14/21
Total Bid: \$3,264.00	Close Time: 14:30
Response Date: <input type="text" value="09/09/2021"/>	Status: Closed
Response Time: <input type="text" value="14:53"/>	Solicitation Description: <input type="text" value="ADDENDUM #1
WATER TESTING FOR SUMMERS"/>
Responded By User ID: <input type="text" value="waterdr1970!"/>	Total of Header Attachments: 1
First Name: <input type="text" value="james"/>	Total of All Attachments: 1
Last Name: <input type="text" value="lawson"/>	
Email: <input type="text" value="waterdr1970@gmail.com"/>	
Phone: <input type="text" value="3046731888"/>	

STATE OF WEST VIRGINIA
DEPARTMENT OF HEALTH AND HUMAN RESOURCES

This is to Certify

James C. Lawson

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

Water - Class IV
WVOP04087

EXPIRATION DATE: 1/31/2023



State of West Virginia
BUREAU FOR PUBLIC HEALTH
Hereby Certifies

JAMES C. LAWSON
as a

Class IV
Public Water System Operator
CERTIFICATION #: WVOP04087
EXPIRES ON: 01/31/2023

DIRECTOR, OFFICE OF ENVIRONMENTAL HEALTH SERVICES

Michelle L. Coel

Director, Office of Environmental Health Services

KENNETH D. BLANKENSHIP
as a

**Class I
Public Water System Operator**
CERTIFICATION #: WVOP33228
EXPIRES ON: 03/31/2023

Michelle S. Coel
DIRECTOR, OFFICE OF ENVIRONMENTAL HEALTH SERVICES

STATE OF WEST VIRGINIA

DEPARTMENT OF HEALTH AND HUMAN RESOURCES

This is to Certify

Kenneth D. Blankenship

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

**Water - Class I
WVOP33228**

EXPIRATION DATE: 3/31/2023

Michelle S. Coel

Director, Office of Environmental Health Services



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 fines 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 balance or liability to the old fund or to the uninsured employers' fund or being 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 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 exceeds 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.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: James C Lawson DBA WV WATER DR

Authorized Signature: [Signature] Date: 9-9-2021

State of WV

County of Polish, to-wit:

Taken, subscribed, and sworn to before me this 9 day of September, 2021.
My Commission expires February 19, 2025.



AFFIX SEAL HERE
NOTARY PUBLIC Diana L. Peck



State of West Virginia
Agency Request for Quote

Proc Folder: 915013	Reason for Modification:
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Doc Description: WATER TESTING FOR SUMMERS COUNTY DOH HQ

Proc Type: Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2021-08-31	2021-09-14 14:30	ARFQ 0803 DOT2200000004	1

BID RECEIVING LOCATION

FINANCE & ADMINISTRATION
DIVISION OF HIGHWAYS
BLDG 5, RM A-260
1900 KANAWHA BLVD E
CHARLESTON WV 25302
US

VENDOR

Vendor Customer Code: VC000096159

Vendor Name: WV WATER DR

Address: POBX 149

Street:

City: Sophia

State: WVA

Country: USA

Zip: 25921

Principal Contact: Chris Lawson

Vendor Contact Phone: 304 673 1811

Extension: N/A

FOR INFORMATION CONTACT THE BUYER

Kristine E James

304-414-7104

kristy.e.james@wv.gov

Vendor Signature X

[Handwritten Signature]

FEIN# 232-29-1790

DATE 9-8-2021

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

Extended Description: Monthly Water Testing/Certified Class 1 Water Operator

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Monthly Water Testing/Certified Class 1 Water Operator	1	monthly	1500.00	1500.00
	Comm Code	Manufacturer	Specification	Model #	
	70171602				

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS DISTRICT NINE 146 STONEHOUSE RD LEWISBURG WV	DIVISION OF HIGHWAYS DISTRICT NINE SUMMERS COUNTY HEADQUARTERS 20414 STATE RT 12 HINTON WV US

PLEASE NOTE THAT TO BE AWARDED THIS CONTRACT YOU WILL BE TO A REGISTER VENDOR WITH WV STATE PURCHASING, AND COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WV SOS, TAX DEPARTMENT, WORKER'S COMPENSATION, AND UNEMPLOYMENT INSURANCE

MAKE SURE YOU DOWNLOAD ALL INFORMATION

TERMS AND CONDITIONS-SPECIFICATIONS-ATTACHMENTS-PURCHASING AFFIDAVIT-PRICING PAGES-SIGN THE PAGES THAT NEED SIGNED

WE DO NOW ACCEPT EMAIL BIDS SECURE FAX NUMBER IS: 304-558-0047

MUST USE ONE THE FOLLOWING TO SUBMIT A BID:

- * UPLOAD TO OASIS
- * SECURE FAX
- * HAND DELIVERY
- * MAIL IN HARD COPY

ADDITIONAL INFORMATION TAB *****NOTICE*****

ADDITIONAL INFORMATION

Extended Description: Haloacetic Acid/Trihalomethanes Samples

70171602	Manufacturer	Specification	Model #
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Haloacetic Acid/Trihalomethanes Samples	1	Set Per Yr	336.00	336.00

INVOICE TO: DIVISION OF HIGHWAYS
 DISTRICT NINE
 146 STONEHOUSE RD
 LEWISBURG WV
 SHIP TO: DIVISION OF HIGHWAYS
 DISTRICT NINE SUMMERS
 COUNTY HEADQUARTERS
 20414 STATE RT 12
 HINTON WV
 US

Extended Description: Coliform Samples

70171602	Manufacturer	Specification	Model #
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Coliform Samples	1	per QTR	252.00	252.00

INVOICE TO: DIVISION OF HIGHWAYS
 DISTRICT NINE
 146 STONEHOUSE RD
 LEWISBURG WV
 SHIP TO: DIVISION OF HIGHWAYS
 DISTRICT NINE SUMMERS
 COUNTY HEADQUARTERS
 20414 STATE RT 12
 HINTON WV
 US

Extended Description:
Arsenic Samples

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Arsenic Samples	1	pcn-yr	252.00	252.00

Comm Code	Manufacturer	Specification	Model #
70171602			

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS DISTRICT NINE 146 STONEHOUSE RD LEWISBURG US	DIVISION OF HIGHWAYS DISTRICT NINE SUMMERS COUNTY HEADQUARTERS 20414 STATE RT 12 HINTON WV US

Extended Description:
Lead and Copper Samples

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Lead and Copper Samples	1	set per yr	336.00	336.00

Comm Code	Manufacturer	Specification	Model #
70171602			

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS DISTRICT NINE 146 STONEHOUSE RD LEWISBURG US	DIVISION OF HIGHWAYS DISTRICT NINE SUMMERS COUNTY HEADQUARTERS 20414 STATE RT 12 HINTON WV US

Line 1

Event TECHNICAL QUESTIONS DUE BY 10:00 A.M.

Event Date 2021-09-07

SCHEDULE OF EVENTS

Extended Description: Nitrates/Nitrite samples

Comm Code 70171602

Manufacturer

Specification

Model #

Line 7

Comm Ln Desc Nitrates/Nitrite samples

Qty 1 per yr

Unit Issue 252.00

Unit Price 252.00

Total Price

US

LEWISBURG

WV

146 STONEHOUSE RD

WV

HINTON

20414 STATE RT 12

COUNTY HEADQUARTERS

DISTRICT NINE SUMMERS

DIVISION OF HIGHWAYS

INVOICE TO

SHIP TO

Extended Description: Inorganic/Volatile Organic/Synthetic Organic samples

Comm Code 70171602

Manufacturer

Specification

Model #

Line 6

Comm Ln Desc Inorganic/Volatile Organic/Synthetic Organic samples

Qty 150 per QTR

Unit Issue 331.00

Unit Price 331.00

Total Price

US

LEWISBURG

WV

146 STONEHOUSE RD

WV

HINTON

20414 STATE RT 12

COUNTY HEADQUARTERS

DISTRICT NINE SUMMERS

DIVISION OF HIGHWAYS

INVOICE TO

SHIP TO

See attached document(s) for additional Terms and Conditions

ADDITIONAL TERMS AND CONDITIONS

Document Phase	Document Description	Page
DOT2200000004 Final	WATER TESTING FOR SUMMERS COUNTY DOH HQ	6

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.

"Chris"

James Christopher Lawson

(Name, Title)

(Printed Name and Title)

PO Box 149 Sophia Ws 25921

(Address)

304 673-1888

(Phone Number) / (Fax Number)

lawson@waterd-1970@gmail.com


(E-mail address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wVOASIS, 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 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.

WV WATER DN

(Company)



(Authorized Signature) (Representative Name, Title)

James N. Lawson

(Printed Name and Title of Authorized Representative)

9-8-21

(Date)

304 673-1888

(Phone Number) (Fax Number)

EXHIBIT A - PRICING PAGE

TOTAL INSTALLATION & DELIVERY COST

LOCATION - Building 5, Room 920, Charleston, WV 25305

Item Number	QTY per year	Description	Unit Price	Extended Price
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	\$ 1500.00	\$ 1500.00
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 1 Water facility. Testing of these parameters are	\$ 252.00	\$ 2520.00
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	\$ 336.00	\$ 3360.00
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 1 Water facility. Testing of these	\$ 336.00	\$ 3360.00
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 1 Water facility. Testing of these parameters are	\$ 252.00	\$ 2520.00
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 1 Water	\$ 336.00	\$ 3360.00
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 1 Water facility. Testing of these	\$ 252.00	\$ 2520.00
				\$
				\$
				\$

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 checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 5 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 4 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 6 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 7 | <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.

WJ Water Dr
Company

Authorized Signature
9-5-21

Date

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

REQUEST FOR QUOTATION
Water Testing Summers County

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of WV Department of Transportation, Division of Highways, District 9, Summers County HQ, 20414 State Route 12, Hinton, WV 25951, to establish an open-end contract for required water testing.

2. DEFINITIONS: The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 "Contract Item" or "Contract Items" means the list of items identified in Section 3.1 below and on the Pricing Pages.

2.2 "Pricing Pages" means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.

2.3 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.4 Certified Water Operator EPA requires each state to adopt minimum standards for the development, implementation and enforcement of operator certification programs for all community water systems (CWSs) and non-transient non-community water systems (NTNCWSs) in order to insure that water systems have properly trained and certified operators.

2.5 "Compliance samples" 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 conducted to ensure that drinking water standards are met and the levels do not exceed the normal limits. If any of these parameters exceed normal limits set forth by the WVDHHR, the facility is out of compliance with the WVDHHR and fines can occur. See attachment Appendix A for further details.

2.5.1 Coliform Group. The testing requirement is once per quarter, or four times per year. Coliform is bacteria from feces

2.5.2 Haloacetic Acids/Trihalomethanes Group. The testing requirement for this group is annually or once per year. These groups are a byproduct of chlorine which is used to clean water but too much is harmful.

2.5.3 Lead and Copper Group. The testing requirement for these metals are quarterly or four times per year. High levels of these metals in water can also be harmful.

4. CONTRACT AWARD:

4.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 **Pricing Pages:** Vendor should complete the Pricing Pages by assessing the requirements of each compliance sample group and pricing according to sample size and DHR provisions. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Kristy.F.James@wv.gov.

5. ORDERING AND PAYMENT:

5.1 **Ordering:** Vendor shall accept orders through wOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

5.2 **Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. PERFORMANCE:

6.1 Service Schedule: Vendor shall perform tests according to schedule devised by DHHR and to ensure compliance with all DHHR policy. Tests must be performed between 7:30AM and 4PM, Monday through Friday. If scheduled testing day falls on a State Approved Holiday, testing should be rescheduled to soonest available day.

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

- 2.5.4 Arsenic Group. Found naturally in rock but as groundwater levels drop, dissolved arsenic levels can get too high. Also can come from agriculture and industrial pollution.
- 2.5.5 Inorganics/Volatile Organics/Synthetic Organics Group. The testing requirements for these groups are quarterly or four times per year. These compounds can dissolve into drinking water from various sources and are harmful if levels are too high.
- 2.5.6 Nitrate/Nitrite Group. The testing requirement is annually or once per year. Nitrite is a compound that forms naturally when Nitrogen meets oxygen. When found in high amounts in drinking water it can be harmful.

3. GENERAL REQUIREMENTS:

- 3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 Certified Class 1 Water Operator

- 3.1.1.1 Must take on all responsibility as Class 1 Water Operator
- 3.1.1.2 Conduct daily water testing, sign off on daily sheets and send monthly to DHHR.
- 3.1.1.3 Coordinate annual and quarterly compliance sampling and send to DHHR

3.1.2 Compliance Samples – see appendix A

- 3.1.2.1 Coliform Group
- 3.1.2.2 Haloacetic Acids/Trihalomethanes Group
- 3.1.2.3 Lead and Copper Group
- 3.1.2.4 Lead and Copper Group
- 3.1.2.5 Arsenic Group
- 3.1.2.6 Inorganic/Volatile Organics/Synthetic Organics Group
- 3.1.2.7 Nitrate/Nitrite Group

REQUEST FOR QUOTATION
[Water Testing Summers County]

8.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

8.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: James R. Lavis
Telephone Number: 304 673 1511
Fax Number:
Email Address: lvavis@water-testing.com