



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

State of West Virginia Master Agreement

Order Date: 04-07-2025

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0313 0313 DEPSOIL004 1	Procurement Folder:	1668823
Document Name:	Inorganic and Organic Analysis Services	Reason for Modification:	
Document Description:	Inorganic and Organic Analysis Services		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2025-04-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2026-04-14

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000184626 PACE ANALYTICAL SERVICES LLC 1638 ROSEYTOWN RD STES 2 3 & 4 GREENSBURG PA 15601 US Vendor Contact Phone: 999-999-9999 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Jessica S Chambers Requestor Phone: (304) 414-1140 Requestor Email: jessica.s.chambers@wv.gov 2025 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

CR 4-15-25

Total Order Amount:

Open End

Purchasing Division's File Copy

JA 4-8-25

PURCHASING DIVISION AUTHORIZATION
DATE: <i>Munkit</i> 4/15/2025
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: <i>4/18/2025</i>
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
DATE: <i>4-21-25</i>
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The vendor, Pace Analytical Services Inc., agrees to enter into this contract with the agency, The West Virginia Department of Environmental Protection, for Inorganic and Organic Analysis Services, per the specifications, terms and conditions, Addendum #1 issued 1/27/2025, Addendum #2 issued 2/3/2025, Addendum #3 issued 2/7/2025, and the vendors submitted bid response dated 2/18/2025, all incorporated herein by reference and made a part hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81102600				0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Sampling services

Extended Description:

Analysis Services as outlined on the attached bid sheet. See Exhibit C.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

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

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of One (1) Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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)

- ☒ Addendum No. 1
- ☒ Addendum No. 2
- ☒ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ 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.

Pace Analytical Services LLC

Company



Authorized Signature

01/15/25

Date

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

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.

(Printed Name and Title) John McGee

(Address) PO Box 286, Beaver, WV 25813

(Phone Number) / (Fax Number) 304-255-2500 / 304-255-2572

(email address) john.mcgee@pacelabs.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Pace Analytical Services LLC

(Company)

(Signature of Authorized Representative)

SCOTT GROSS, General Manager 01/15/25

(Printed Name and Title of Authorized Representative) (Date)

304-255-2500 / 304-255-2572

(Phone Number) (Fax Number)

scott.gross@pacelabs.com

(Email Address)

Inorganic and Organic Analysis Services

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Environmental Protection to establish an open-end contract for Inorganic and Organic Analysis Services.

Previous Solicitations: CRFQ DEP2100000017, Inorganic and Organic Analysis Services, opened on 01/19/2021.

Vendors may view previous solicitation responses on the West Virginia Purchasing Bid Opening: <https://www.state.wv.us/admin/purchase/Bids/FY2021/BO20210119.html>.

Vendors are encouraged to review requirements carefully as some current requirements are different than previous solicitations.

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 2.1** below and on the **Attachment C** Pricing Pages.
- 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in WVOASIS (or attached hereto as **Attachment C**) 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 **“WV DEP”** means the West Virginia Department of Environmental Protection.
- 2.5 **“EDD”** means Electronic Data Deliverable which is any electronic report that includes results of analytical tests performed (e.g., Excel Spreadsheets, PDFs, etc.).
- 2.6 **“MDL”** means Method Detection Limit which is a concentration limit set for sample testing as specified during award of contract.
- 2.7 **“MRL”** means Method Reporting Limit which is a limit set for sample testing at certain levels during the contract.
- 2.8 **“PQL”** means Practical Quantitation Limit which is a concentration limit set for sample testing as specified during award of contract.

Inorganic and Organic Analysis Services

2.9 “Shewhart Quality Control Charts” are graphical and analytic tools for monitoring process variation.

2.10 “Dry Weight” is when the laboratory has measured the moisture content of the sample, and calculated the concentration based on the percent solids present in the sample.

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 Analysis of Water and Soil Samples

3.1.1.1 The vendor laboratory must be certified by the WV DEP Division of Water and Waste Management’s Laboratory Quality Assurance Program. This includes any laboratories to which analyses are subcontracted. WV DEP will verify certification and parameters prior to award of contract. Proper certification is essential to ensure the integrity of the test results.

3.1.1.2 Notice of any changes to the vendor’s certification status with regard to any of the parameters that the vendor is certified to analyze for, must be submitted to the DEP, in writing, within ten (10) days of the time of status change. Failure to do so can result in cancellation of the contract.

3.1.1.3 Vendor must list certification expiration dates on each lab report. Must be able to verify that parameters and methods used for analysis have a valid certification at the time of testing.

3.1.1.4 Must be accessible by telephone: twenty-four **(24) hours per day,**
seven (7) days per week.

3.1.1.5 Must be capable of attending and providing expert testimony in legal proceedings upon request.

3.1.1.6 The vendor must follow the Quality Control and Analytical Procedures outlined in Attachment A for Inorganic Analysis and Attachment B for Organic Analysis.

Inorganic and Organic Analysis Services

3.1.1.7 Vendors providing Organic Analysis Services must have a chemist on staff experienced in organic analysis and its interpretation.

3.1.1.7.1 The chemist must have at minimum a bachelor's degree in chemistry and a minimum of two (2) years of experience in gas chromatography & mass spectrometry.

3.1.1.7.2 Vendor should provide a current résumé which includes information regarding the number of years of qualification, experience & training, and relevant professional education for everyone that will be assigned to work requested on this contract. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission but may be requested after bid opening and prior to contract award.

3.1.1.8 The vendor is solely responsible for the satisfactory completion of the work. The vendor shall be responsible for ensuring that any subcontractor utilized has all the necessary permits, certifications (including WV State Laboratory certifications), experience and insurance to perform the work. All subcontractors must be approved by WV DEP before subcontractor initiates work. The vendor shall supply resumes and/or other documents to prove subcontractor's qualifications to complete the work, if requested. All work performed by a subcontractor must be appropriately annotated on any submitted documentation (report or EDD). WV DEP will consider the vendor to be the sole point of contact regarding authorized work under the contract; however, this provision does not prohibit the WV DEP from directly contacting subcontractors.

3.1.1.9 The vendor agrees that any and all data, analyses, materials, reports or other information, oral or written, prepared by the vendor with respect to this contract shall, except for information which has been publicly available, be treated as confidential and shall not be utilized, released, published, or disclosed by the vendor at any time for any purpose whatsoever other than to provide consultation or other service to the DEP.

Inorganic and Organic Analysis Services

- 3.1.1.10** The vendor shall provide sample containers (such as (1) liter cubitieres) and field preservatives (such as Nitric Acid in plastic 8ml vials and Sulfuric Acid in (8) ml glass or plastic vials) to the DEP at no charge, if requested by the DEP.
- 3.1.1.11** The DEP may, at their discretion, choose to deliver samples to the vendor's establishment rather than having them picked up by or delivered to the vendor.
- 3.1.1.12** All unit pricing quoted must be based on standard turn-around time (not to exceed fourteen (14) calendar days) unless other arrangements have been made with a WV DEP office.
- 3.1.1.13** Upon awarding the contract, the vendor shall provide one copy of the method detection limits (MDLs) for all analytes for which the contract is awarded. Any updates to the MDLs during the life of this contract shall be provided to the DEP in writing within seven days of the update(s) completion.
- 3.1.1.14** Should MDLs lower than those listed on the contract be available, the vendor shall provide these lower detection levels when conducting analyses.
- 3.1.1.15** All soil sample analytical results shall be reported on a dry weight basis.
- 3.1.1.16** The vendor shall provide at no additional cost, any requested quality control/calibration information associated with a sample. Quality control/calibration includes, but is not limited to, values of standards used in calibration, date of last calibration, correlation coefficients of calibration curves, instrument blank values, check standard values, spike/recovery values, duplicate values, dilution volumes, bench sheets, calculations and Shewhart quality control charts.
- 3.1.1.17** The vendor will provide DEP approved blank water (such as distilled, deionized, Type I water as long as there are no contaminants present in the water at detectable levels that would cause lab and field blanks to fail) to the DEP, at no charge, upon request.
- 3.1.1.18** Samples delivered by WVDEP shall be taken to the lab located closest to the sampling location that can conduct all necessary analysis. For samples to be picked up at the DEP Offices, DEP shall contact the lab capable of conducting all necessary analysis at regulatory required MDLs that has the lowest unit price per pickup at that particular DEP Office location as established in the contract. DEP shall verify that

Inorganic and Organic Analysis Services

these conditions have been met prior to issuing a release order for the services.

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide the Agency with a purchase price on all Contract Items the vendor can provide.

Award will be split if it is in the best interest of the WV DEP. If a multi-award, selection of the vendor to be used upon award will be based on the closest location to sample site and/or WV DEP requesting office, then lowest to highest bid.

- 4.2 Pricing Pages:** Attachment C Pricing Pages was created as MS Excel document. Vendor should complete the Attachment C Pricing Pages by filling in the “Unit Price” box with the price per unit. The “Extended Amount” box is calculated by multiplying the “Unit Price” by the “Est. Quantity.” Vendor should include “Method #” (identifier), “Method Detection Limit (MDL),” “Practical Quantitation Limit (PQL),” and “Unit Price” for each parameter if required. If Vendor is certified for more than one method per parameter, they should include method number, MDL, PQL and price for any additional method per parameter in the “Alt. Method” space on the bid sheet. Vendor shall not alter any of the already entered data in the spreadsheet. 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 yearly 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 wvOASIS as an electronic document. Upload as .xls file in wvOASIS (not .pdf). In most cases, the Vendor can download an electronic copy of the Pricing Pages from wvOASIS or request one from the buyer listed.

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, 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 can 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.

Inorganic and Organic Analysis Services

5.1.1 Agency will issue an Agency Delivery Order (ADO) for sampling. Agency must use the lowest bid Vendor closest to sample location. Agency must document in the ADO how selected Vendor was established and used.

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

5.2.1 Vendor shall list the following on each invoice:

5.2.1.1 Vendor shall list individual line-item numbers from the contract.

5.2.1.2 Vendor shall list contract number.

5.2.1.3 Vendor shall list requesting employee or designated employee.

5.2.1.4 Vendor shall list project name submitted with analysis request.

5.2.1.5 Invoices shall be sent to the ordering office stated on the chain of custody form.

5.2.1.5.1 Where possible, multiple invoices shall be combined, and a statement issued listing each invoice number, invoice date, and amount of invoice.

5.2.2 Failure to include these items on invoices shall result in delayed payment and possible request for revised invoice.

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within fourteen (14) calendar days after orders are received. Vendor shall deliver emergency orders within one (1) calendar day after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery

Inorganic and Organic Analysis Services

charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided the Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.4.1 If vendor provides analysis result that was not requested by employee, vendor shall not invoice DEP for that result.

6.4.2 If upon receipt and inspection of lab results, results are deemed as not viable due to lab error DEP shall not be invoiced for that result

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

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.

Inorganic and Organic Analysis Services

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.

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 upon request. 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: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Attachment C

Item #	Parameter Description	Unit Price
INORGANICS		
Physical/Wet Chemistry		
1	Acidity, Cold	\$ 12.00
2	Acidity, Hot (as CaCO ₃)	\$ 12.00
3	Acidity, Mineral (as CaCO ₃)	\$ 12.00
4	Alkalinity (as CaCO ₃)	\$ 12.00
5	Alkalinity, Bicarbonate (as CaCO ₃)	\$ 12.00
6	Alkalinity, Carbonate (as CaCO ₃)	\$ 12.00
8	Bromide (High Level)	\$ 12.00
9	Bromide (Low Level)	\$ 12.00
10	Bromide (Solid)	\$ 14.00
11	Chloride (High Level)	\$ 12.00
12	Chloride (Low Level)	\$ 12.00
13	Chloride (Solid)	\$ 14.00
15	Color (Method: APHA)	\$ 25.00
16	Conductance, Specific	\$ 12.00
18	Fluoride (High Level)	\$ 12.00
19	Fluoride (Low Level)	\$ 12.00
20	Fluoride (Solid)	\$ 14.00
21	Oxygen Demand, Biological	\$ 30.00
22	Oxygen Demand, Carbonaceous Biological	\$ 31.00
23	Oxygen Demand, Chemical	\$ 24.00
24	pH	\$ 8.00
25	pH (Solid)	\$ 10.00
26	Solids, Percent	\$ 14.00
27	Solids, Percent (Solid)	\$ 14.00
28	Solids, Total Dissolved	\$ 14.00
29	Solids, Settleable	\$ 20.00
30	Solids, Total Suspended	\$ 14.00
31	Solids, Total Volatile	\$ 15.00
32	Solids, Total Volatile (Solid)	\$ 15.00
33	Solids, Total	\$ 14.00
34	Solids, Total (Solid)	\$ 14.00
35	Sulfate	\$ 12.00
36	Sulfate (Solid)	\$ 14.00
38	Turbidity	\$ 20.00
Metals		
39	Aluminum (High Level)	\$ 10.00
40	Aluminum (Low Level)	\$ 12.00
41	Aluminum (Solid)	\$ 10.00
42	Barium (High Level)	\$ 10.00
43	Barium (Low Level)	\$ 12.00
44	Barium (Solid)	\$ 10.00

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45	Beryllium (High Level)	\$ 10.00
46	Beryllium (Low Level)	\$ 12.00
47	Beryllium (Solid)	\$ 10.00
48	Cadmium (Low Level)	\$ 12.00
49	Cadmium (High Level)	\$ 10.00
50	Cadmium (Solid)	\$ 10.00
51	Calcium (High Level)	\$ 10.00
53	Calcium (Solid)	\$ 10.00
54	Chromium (High Level)	\$ 10.00
55	Chromium (Low Level)	\$ 12.00
56	Chromium (Solid)	\$ 10.00
57	Chromium, Hexavalent (High Level)	\$ 85.00
58	Chromium, Hexavalent (Low Level)	\$ 85.00
49	Chromium, Hexavalent (Solid)	\$ 75.00
60	Cobalt (High Level)	\$ 10.00
61	Cobalt (Low Level)	\$ 12.00
62	Cobalt (Solid)	\$ 10.00
63	Copper (High Level)	\$ 10.00
64	Copper (Low Level)	\$ 12.00
65	Copper (Solid)	\$ 10.00
66	Hardness	\$ 12.00
69	Iron (High Level)	\$ 10.00
70	Iron (Low Level)	\$ 12.00
71	Iron (Solid)	\$ 10.00
72	Iron, Ferrous (Method: SM)	\$ 40.00
74	Iron, Ferric	\$ 50.00
75	Lead (Low Level)	\$ 12.00
76	Lead (High Level)	\$ 10.00
77	Lead (Solid)	\$ 10.00
78	Magnesium (High Level)	\$ 10.00
80	Magnesium (Solid)	\$ 10.00
81	Manganese (High Level)	\$ 10.00
82	Manganese (Low Level)	\$ 12.00
83	Manganese (Solid)	\$ 10.00
84	Mercury (High Level MDL)	\$ 28.00
85	Mercury (Low Level MDL; Method SM 1631E or EPA 245.7)	\$ 58.00
86	Mercury (Solid-Low Level MDL; Method: EPA 245.5)	\$ 30.00
87	Molybdenum (High Level)	\$ 10.00
88	Molybdenum (Low Level)	\$ 12.00
89	Molybdenum (Solid)	\$ 10.00
90	Nickel (High Level)	\$ 10.00
91	Nickel (Low Level)	\$ 12.00
92	Nickel (Solid)	\$ 10.00
93	Potassium (High Level)	\$ 10.00
95	Potassium (Solid)	\$ 10.00
96	Silver (Low Level)	\$ 12.00

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97	Silver (High Level)	\$ 10.00
99	Sodium (High Level)	\$ 10.00
101	Sodium (Solid)	\$ 10.00
102	Strontium (High Level)	\$ 10.00
103	Strontium (Low Level)	\$ 12.00
104	Thallium (High Level)	\$ 10.00
105	Thallium (Low Level)	\$ 12.00
106	Thallium (Solid)	\$ 10.00
107	Tin (High Level)	\$ 10.00
108	Tin (Low Level)	\$ 12.00
109	Tin (Solid)	\$ 10.00
110	Vanadium (High Level MDL)	\$ 10.00
111	Vanadium (Low Level MDL)	\$ 12.00
112	Vanadium (Solid)	\$ 10.00
113	Zinc (High Level)	\$ 10.00
114	Zinc (Low Level)	\$ 12.00
115	Zinc (Solid)	\$ 10.00
	Metals Prep	
116	Metals Prep Cost (Methods: 200.7, 200.8. 6010, 6020, 3114)	\$ 12.00
117	Metals Prep Cost (Solid-Methods: 200.7, 200.8. 6010, 6020, 3114)	\$ 14.00
	Non-Metals	
118	Antimony (High Level)	\$ 10.00
119	Antimony (Low Level)	\$ 12.00
120	Antimony (Solid)	\$ 10.00
121	Arsenic (High Level)	\$ 10.00
122	Arsenic (Low Level)	\$ 12.00
123	Arsenic (Solid)	\$ 10.00
124	Boron (High Level)	\$ 10.00
126	Boron (Solid)	\$ 10.00
127	Chlorine, Total Residual	\$ 14.00
128	Selenium (High Level)	\$ 10.00
129	Selenium (Low Level)	\$ 38.00
130	Selenium (Solid)	\$ 10.00
131	Silicon	\$ 10.00
132	Silica	\$ 10.00
134	Sulfite	\$ 30.00
135	Sulfide	\$ 24.00
	Nutrients	
136	Nitrogen, Ammonia (as N)	\$ 18.00
137	Nitrogen, Ammonia (as N) (Solid)	\$ 18.00
137A	Nitrogen, Ammonia (as N) (Solid-Method: Alternate)	\$ 18.00
138	Nitrogen, Organic (as N)	\$ 43.00
139	Nitrogen, Total Kjeldahl (as N)	\$ 28.00

Attachment C

140	Nitrogen, Total Kjeldahl (as N) (Solid)	\$ 28.00
141	Nitrogen, Nitrate (NO3 as N)	\$ 16.00
141A	Nitrogen, Nitrate (NO3 as N) (Method: Alternate)	\$ 16.00
142	Nitrogen, Nitrite (NO2 as N)	\$ 16.00
142A	Nitrogen, Nitrite (NO2 as N) (Method: Alternate)	\$ 16.00
143	Nitrogen, Nitrite (NO2 as N) (Solid)	\$ 16.00
144	Nitrogen, Nitrate + Nitrite (NO3+NO2 as N)	\$ 18.00
144A	Nitrogen, Nitrate + Nitrite (NO3+NO2 as N) (Method: Alternate)	\$ 18.00
145	Nitrogen, Nitrate + Nitrite (NO3+NO2 as N) (Solid)	\$ 18.00
146	Phosphorus, Orthophosphate (as P)	\$ 18.00
147	Phosphorus, Total (Mixed Forms; P as P)	\$ 24.00
147A	Phosphorus, Total (Mixed Forms; P as P) (Method: Alternate)	\$ 24.00
148	Phosphorus, Total (Mixed Forms; P as P) (Solid)	\$ 24.00
148A	Phosphorus, Total (Mixed Forms; P as P) (Solid-Method: Alternate)	\$ 24.00
149	Phosphorus, Total Phosphate (Mixed Forms; P as PO4)	\$ 24.00
149A	Phosphorus, Total Phosphate (Mixed Forms; P as PO4) (Method: Alternate)	\$ 24.00
150	Phosphorus, Total Phosphate (Mixed Forms; P as PO4) (Solid)	\$ 24.00
150A	Phosphorus, Total Phosphate (Mixed Forms; P as PO4) (Solid-Method: Alternate)	\$ 24.00
Microbiological		
152	Escherichia coli (Method: MF)	\$ 30.00
152A	Escherichia coli (Method: MPN)	\$ 30.00
153	Coliform, Fecal (Method: MF)	\$ 30.00
154	Coliform, Fecal (Method: MPN)	\$ 45.00
Chlorophyll/Biological		
162	Chlorophyll a	\$ 65.00
163	Chlorophyll: Trichromatic and Monochromatic Chlorophylls (SM-10200-H)	\$ 90.00
Chemical/Carbon		
164	Carbon, Total Organic (as C)	\$ 28.00
164A	Carbon, Total Organic (as C) (Method: Alternate)	\$ 28.00
165	Carbon, Dissolved Organic (as C)	\$ 28.00
165A	Carbon, Dissolved Organic (as C) (Method: Alternate)	\$ 28.00
166	Bicarbonate (Method: SM)	\$ 12.00
168	Oil-Grease	\$ 40.00
169	Oil-Grease (Solid)	\$ 90.00
170	MBAS (Surfactants/Detergents)	\$ 42.00
Radiochemical		
171	Radioactivity, Gross Alpha	\$ 72.00
172	Radioactivity, Gross Alpha (Solid)	\$ 72.00
173	Radioactivity, Gross Beta	\$ 72.00
174	Radioactivity, Gross Beta (Solid)	\$ 72.00
175	Ra-226	\$ 120.00
176	Ra-226 (Solid)	\$ 120.00

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177	Ra-228	\$ 120.00
178	Ra-228 (Solid)	\$ 120.00
179	Total Uranium	\$ 90.00
180	Total Uranium (Solid)	\$ 140.00
181	Sr-89	\$ 150.00
182	Sr-89 (Solid)	\$ 150.00
183	Sr-90	\$ 150.00
184	Sr-90 (Solid)	\$ 150.00
185	Tritium (H3)	\$ 150.00
186	Tritium (H3) (Solid)	\$ 150.00
187	Gamma (Cs-137)	\$ 155.00
188	Gamma (Cs-137) (Solid)	\$ 155.00
Whole Effluent Toxicity Testing		
191	Ceriodaphnia, Acute	\$ 420.00
192	Ceriodaphnia, Chronic	\$1,320.00
193	Daphnia pulex/D. magna, Acute	\$ 420.00
194	Pimephales promelas, Acute	\$ 540.00
195	Pimephales promelas, Chronic (Survival and Growth)	\$1,680.00
GEOLOGICAL		
196	Acid Base Account with Sulphur Forms	\$ 195.00
ORGANICS		
Select Individual Parameter Testing		
198	Cyanide, Amenable	\$ 38.00
198A	Cyanide, Amenable (Method: Alternate)	\$ 38.00
199	Cyanide, Free (Method: ASTM)	\$ 45.00
200	Cyanide, Weak Acid Dissociable	\$ 38.00
201	Cyanide, Total	\$ 32.00
201A	Cyanide, Total (Method: Alternate)	\$ 32.00
203	Cyanide, Total (Solid)	\$ 32.00
204	Phenolics	\$ 43.00
204A	Phenolics (Method: Alternate)	\$ 43.00
205	Phenolics (Solid)	\$ 48.00
Method 608, Organochlorine Pesticides & PCBs		
222	Single compound analysis cost	\$ 90.00
223	Up to 10 compounds then complete list cost applies	\$ 95.00
224	Complete list cost	\$ 150.00
Method 1668 PCBs		
226	Up to 10 compounds then complete list cost applies	\$ 865.00
227	Complete list cost	\$1,040.00
Method 1613, Tetra-through Octa-Chlorinated Dioxins and Furans		
242	Single compound analysis cost	\$ 650.00

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244	Complete list cost	\$ 850.00
	Method 624, Purgeables	
245	Single compound analysis cost	\$ 40.00
246	Up to 10 compounds then complete list cost applies	\$ 50.00
247	Complete list cost	\$ 90.00
	Method 625, Base/Neutrals Extractables	
248	Single compound analysis cost	\$ 150.00
249	Up to 10 compounds then complete list cost applies	\$ 155.00
250	Complete list cost	\$ 180.00
	Method 625, Acid Extractables	
251	Single compound analysis cost	\$ 145.00
252	Up to 10 compounds then complete list cost applies	\$ 150.00
253	Complete list cost	\$ 175.00
	Method 1633, PFAS	
254	Single compound analysis cost	\$ 425.00
255	Up to 10 compounds then complete list cost applies	\$ 425.00
256	Complete list cost	\$ 425.00
	Method 537.1, PFAS	
257	Single compound analysis cost	\$ 250.00
258	Up to 10 compounds then complete list cost applies	\$ 250.00
259	Complete list cost	\$ 250.00
	Total Organic Flourine (TOF), PFAS	
260	Single compound analysis cost	\$ 375.00
	Total Oxidisable Precursor (TOP), PFAS	
261	Single compound analysis cost	\$ 899.00
	Method 8015B	
262	Single compound analysis cost	\$ 48.00
263	Up to 10 compounds then complete list cost applies	\$ 54.00
264	Complete list cost	\$ 60.00
	Method 8151A, Chlorinated Herbicides	
274	Single compound analysis cost	\$ 200.00
275	Up to 10 compounds then complete list cost applies	\$ 200.00
276	Complete list cost	\$ 200.00
	Method 8260	
277	Search for additional tentatively identified compounds	\$ 20.00
278	Single compound analysis cost	\$ 40.00

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279	Up to 10 compounds then complete list cost applies	\$ 50.00
280	Complete list cost	\$ 90.00
281	GC-MS Scan per TIC, report TICS that are detected at 10% of the area of the nearest internal standard	\$ 30.00
Method 8270		
282	Search for additional tentatively identified compounds	\$ 20.00
283	Single compound analysis cost	\$ 150.00
284	Up to 10 compounds then complete list cost applies	\$ 155.00
285	Complete list cost	\$ 180.00
286	GC-MS Scan per TIC, report TICS that are detected at 10% of the area of the nearest internal standard	\$ 30.00
Method TO-15		
290	Single compound analysis cost	\$ 220.00
291	Up to 10 compounds then complete list cost applies	\$ 240.00
292	Complete list cost	\$ 270.00
TCLP RCRA Pesticides & Herbicides EPA 1311/SW846		
293	Single compound analysis cost	\$ 240.00
294	Complete list cost	\$ 375.00
TCLP RCRA Metals EPA 1311/SW846		
295	Single compound analysis cost	\$ 70.00
296	Complete list cost	\$ 100.00
TCLP Volatile Organics 8260 with 1311 extraction		
297	Single compound analysis cost	\$ 80.00
298	Up to 10 compounds then complete list cost applies	\$ 90.00
299	Complete list cost	\$ 130.00
TCLP Semi-Volatile Organics 8720 with 1311 extraction		
300	Single compound analysis cost	\$ 190.00
301	Up to 10 compounds then complete list cost applies	\$ 195.00
302	Complete list cost	\$ 220.00
RCRA General Chemistry		
303	Single compound analysis cost	\$ 40.00
304	Complete list cost	\$ 95.00
SPLP EPA 1312/SW846 extraction		
305	Extraction Cost Per Sample	\$ 45.00
Metals/Cyanide Target Analyte List (TAL)-Low level option EPA 200.7/SW 7470/7471		
309	Single compound analysis cost	\$ 30.00
310	Complete list cost	\$ 150.00
Quick Packages		

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311	8081A Organochlorine Pesticides GC	\$ 95.00
312	8082 PCBs by GC	\$ 80.00
314	8270 PAH by GC/MS	\$ 90.00
315	PAH by GC/MS - 8270 SIM	\$ 95.00
316	8260B Volatile Organics by GC/MS	\$ 90.00
317	8270C Semivolatile Organics by GC/MS	\$ 180.00
318	Semivolatile Organics by GC/MS - 8270 SIM	\$ 180.00
319	BTEX (8021B/8260B)	\$ 40.00
320	BTEX (8021B)/MTBE (8021B)	\$ 40.00
321	BTEX (8021B)/GRO (8015B)	\$ 50.00
322	BTEX (8021B)/DRO/GRO (8015B)	\$ 115.00
323	BTEX (8021B)/GRO (8015B)/MTBE (8021B)	\$ 80.00
324	BTEX (8021B)/DRO/GRO (8015B)/MTBE (8021B)	\$ 120.00
326	TPH-ORO (8015B)	\$ 50.00
327	TPH-GRO (8015B)	\$ 45.00
328	TPH-DRO (8015B)	\$ 50.00
329	TPH-DRO/ORO (8015B)	\$ 65.00
330	TPH-GRO/DRO (8015B)	\$ 90.00
331	TPH-GRO/DRO/ORO (8015B)	\$ 115.00
	PHASE I DETECTION MONITORING (Groundwater only)	
333	Search for additional tentatively identified compounds	\$ 15.00
334	Single compound analysis cost	\$ 80.00
335	Up to 10 compounds then complete list cost applies	\$ 350.00
336	Total cost Phase I complete list	\$ 585.00
	Priority Pollutants by SW-846 Protocol Analysis	
337	Priority Pollutant Volatiles	\$ 90.00
338	Priority Pollutant Semi-Volatiles	\$ 180.00
339	Priority Pollutant Pesticides/PCBs	\$ 120.00
340	Priority Pollutant Inorganics	\$ 160.00
341	Total Package Cost (less dioxins) Dioxin (2,3,7,8-Tetrachlorodibenzo-p-Dioxin) quoted at time of analysis	\$ 550.00
	Total Toxic Organics (TTO) by SW-846 Protocol Analysis	
342	TTO Volatiles	\$ 90.00
343	TTO Semi-Volatiles	\$ 180.00
344	TTO Pesticides/PCBs	\$ 120.00
345	TTO Inorganics	\$ 160.00
346	Total Package Cost (less dioxins) Dioxin (2,3,7,8-Tetrachlorodibenzo-p-Dioxin) quoted at time of analysis	\$ 550.00
	Target Compounds List (TCL) Analysis	
347	TCL Volatiles	\$ 90.00
348	TCL Semi-Volatiles	\$ 180.00
349	TCL Pesticides/PCBs	\$ 120.00
350	TCL Inorganics	\$ 160.00
351	Total Package Cost (less dioxins) Dioxin (2,3,7,8-Tetrachlorodibenzo-p-Dioxin) quoted at time of analysis	\$ 550.00

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	Hazardous Waste Characterizations Analysis	
352	Reactivity	\$ 60.00
353	Ignitability	\$ 32.00
354	Corrosivity (pH)	\$ 10.00
357	TCLP	\$ 815.00
358	Total Package Cost	\$ 917.00
	TCLP Extractions Analysis	
359	Percent Solids (metals, semi-volatiles, volatiles, pesticides, herbicides)	\$ 10.00
360	Characterization Extraction (metals, semi-volatiles, pesticides, herbicides)	\$ 40.00
361	Zero Headspace Extraction (volatiles)	\$ 40.00
	TCLP Analysis - Analysis	
362	TCLP Metals quantified to 10% of TCLP levels	\$ 100.00
363	TCLP-Mercury	\$ 70.00
364	TCLP-Individual Metal	\$ 50.00
365	Additional Metals (Flame, Furnace, ICP, ICP-MS)	\$ 15.00
366	Analysis by Standard Method of Addition (per metal)	\$ 15.00
367	TCLP Pb characterization (includes extraction fees)	\$ 50.00
368	TCLP Volatile Organics	\$ 130.00
369	TCLP Semi-Volatile Organics	\$ 210.00
370	TCLP Pesticides/Herbicides	\$ 375.00
371	TCLP Pesticides	\$ 135.00
372	TCLP Herbicides	\$ 240.00
373	Full TCLP	\$ 815.00
	<i>NOTE: Multiphasic samples will be subject to additional extraction and analytical fee</i>	
	PHASE II ASSESSMENT MONITORING (Groundwater only)	
374	Search for additional tentatively identified compounds	\$ 15.00
375	Single compound analysis cost	\$ 425.00
376	Up to 10 compounds then complete list cost applies	\$1,155.00
377	Total cost Phase II complete list	\$1,155.00
379	Terra Core Sampling Kits (each)	\$ 15.00
	Collection of samples - costs associated with sample pickup from the following locations:	
380		
381	Charleston Office, 601 57th Street S.E., Charleston, WV 25304	\$ -
382	Fairmont Office, 1000 Technology Drive, Suite 3220, Fairmont, WV 26554	\$ -
383	Logan Office, 1101 George Kostas Dr., Logan, 25601	\$ 65.00
384	Fayetteville Office, 1159 Nick Rahall Greenway, Fayetteville, WV 25840	\$ -
385	Parkersburg Office, 2311 Ohio Ave., Parkersburg, WV 26010	\$ -
386	Philippi Office, 47 School Street, Philippi, WV 26416	\$ 65.00
387	Romney Office, 22288 Northwestern Pike, Romney, WV 26757	\$ 65.00
388	Other locations as Cost Per Mile to pickup site	\$ 0.70
389	24 Hour Turn-Around Rush Order fee, per sample	\$ 2.50

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390	48 Hour Turn-Around Rush Order fee, per sample	\$ 2.00
391	72 Hour Turn-Around Rush Order fee, per sample	\$ 1.75

Company:___

PACE ANALYTICAL SERVICES LLC