



# TRA-DET

P.O. BOX 2019 WHEELING, WV 26003-0219

Phone: 304 - 547 - 9094 Fax: 304 - 547 - 9097

E-mail: tradetinc@aol.com

SHIPPING ADDRESS RD#2, BOX 227A **BATTLE RUN ROAD** TRIADELPHIA, WV 26059-8609

DATE:

August 16, 2006

TO:

Chuck Bowman

West Virginia Purchasing Division

FROM:

Luther E. Hendricks

Tra-Det, Inc.

RE:

RFQ: DEP13596

Number of pages including cover sheet: 23

TIME:

11:23:51 AM

PHONE:

304-558-2157

FAX:

304-558-3970

PHONE: FAX:

304-547-9094 304-547-9097

SEALED BID

BUYER: CB-23

RFO. NO.: DEP13596

**BID OPENING DATE: 8/16/06** 

**BID OPENING TIME: 1:30 PM** 



ADDOL

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

Request for

AFQ NUMBER . **DEP13596** 

ADDRESS CORRESPONDENCE TO ATTENTION OF:

CHUCK BOWMAN 304-558-2157

**\*709021141** TRADET INC PO BOX 2019 304-547-9094

WHEELING WV 26003 ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF ADMINISTRATION 601 57TH STREET SE CHARLESTON, WV 25304 304-926-0499

FREIGHT TERMS SHIP VIA F.O.B. DATE PRINTED TERMS OF SALE 08/02/2006 BID OPENING DATE: 08/16/2006 BID OPENING TIME 01:30PM CAT. · UNIT PRICE LINE QUANTITY UOP TEM NUMBER AMOUNT LS 961-48 0001 ٦ FIELD TESTING SERVICES BLANKET PURCHASE ORDER QUALIFIED WEST VIRGINIA LABORATORIES TO PROVIDE FOR THE TESTING AND ANALYSIS OF WATER SAMPLES PER THE ATTACHED SPECIFICATIONS. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE THE "REASONABLE TIME" PERIOD SHALL ORIGINAL CONTRACT. NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE TITLE ADDRESS CHANGES TO BE NOTED ABOVE

ADDRESS CORRESPONDENCE TO ATTENTION OF:

304-926-0499



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

Request for Quotation

DEP13596

. . AFO NUMBER

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CHUCK BOWMAN

304-558-2157

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\*709021141 TRADET INC 304-547-9094

PO BOX 2019

WHEELING WV 26003 ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF ADMINISTRATION 601 57TH STREET SE CHARLESTON, WV

TERMS OF SALE SHIP VIA **FREIGHT TERMS** FOB DATE PRINTED 08/02/2006 BID OPENING DATE: 01:30PM BID OPENING TIME D8/16/2006 CAT. UNIT PRICE AMOUNT LINE QUANTITY UOP ITEM NUMBER DRIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANS-PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.) QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER. THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM. SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE ELEPHONE DATE TITLE ADDRESS CHANGES TO BE NOTED ABOVE



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State of West Virginia Request for Department of Administration Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

# Request for

DEP13596

RFQ NUMBER

ADDRESS CORRESPONDENCE TO ATTENTION OF:

CHUCK BOWMAN 304-558-2157

\*709021141 TRADET INC PO BOX 2019 304-547-9094

WHEELING WV 26003 SH-P Ţ

ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF ADMINISTRATION 601 57TH STREET SE CHARLESTON, WV 304-926-0499 25304

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

# Request for Quotation

DEP13596

PAGE 4

ADDRESS CORRESPONDENCE TO ATTENTION OF

1-304-547-9097

CHUCK BOWMAN 304-558-2157

\*709021141 TRADET INC PO BOX 2019 304-547-9094

WHEELING WV 26

WV 26003

ENVIRONMENTAL PROTECTION
DEPARTMENT OF
OFFICE DF ADMINISTRATION
601 57TH STREET SE
CHARLESTON, WV

25304 304-926-0499

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

304-547-9094

Request for Quotation

DEP13596

. RFQ NUMBER

PAGE 5

ADDRESS CORRESPONDENCE TO ATTENTION OF:

CHUCK BOWMAN 304-558-2157

304-55

SH-P

\*709021141 TRADET INC PO BOX 2019

WHEELING WV 26003

ENVIRONMENTAL PROTECTION
DEPARTMENT OF
OFFICE OF ADMINISTRATION
601 57TH STREET SE
CHARLESTON, WV
25304 304-926-0499

TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS DATE PRINTED 08/02/2006 BID OPENING TIME 01:30PM BID OPENING DATE: 08/16/2006 ITEM NUMBER UNIT PRICE AMOUNT QUANTITY LICE LINE DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL. UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY. TraDet, Inc. BIDDER: August DATE: SIGNED Quality Assurance Officer TITLE: \* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00) NOTICE SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE TITLE ADDRESS CHANGES TO BE NOTED ABOVE



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State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
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Charleston, WV 25305-0130

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Request for Cuotation

DEP13596

PAGE 6

ADDRESS CORRESPONDENCE TO ATTENTION OF:

CHUCK BOWMAN 304-558-2157

\*709021141 TRADET INC PO BOX 2019

WHEELING WV

304-547-9094

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ENVIRONMENTAL PROTECTION
DEPARTMENT OF
OFFICE OF ADMINISTRATION
601 57TH STREET SE
CHARLESTON, WV

25304 304-926-0499

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# Specifications

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Bids should be submitted by vendors in connection with the costs associated with collection from all Department of Environmental Protection (DEP) offices and other locations as listed herein. Awards will be made to all laboratories possessing a current valid West Virginia DEP Laboratory Quality Assurance certification for the appropriate categories of parameters and meeting the qualifications listed below. Because of the short holding times for certain parameters and the desire to avoid multiple labs analyzing samples from individual sites, work will be distributed based on proximity of lab to sample collection location, overall costs for parameters being requested, and the ability of labs to analyze all requested parameters (i.e., certified for all requested parameters). Costs to pickup samples from DEP personnel will also be taken into consideration.

The Department of Environmental Protection (DEP) conducts inspections of permitted and non-permitted facilities, investigates complaints, monitors ambient quality of surface water, groundwater and sediments, performs studies, and provides water quality information to the citizens of West Virginia and other government agencies. Legal action based upon analytic results is possible. Therefore, the firm or firms selected must have a quality control program in place and meet the following qualifications:

- 1. The laboratory must be certified by DEP's Laboratory Quality Assurance Program at the time of bid submission
- 2. Be accessible by telephone <u>24 hours per day</u>, <u>7 days per week</u>. (Answering machine not acceptable)
- 3. Capable of attending and providing expert testimony in legal proceedings, upon request.

#### SCOPE

In administering and enforcing most of the pollution control laws of the state, the importance of quality control cannot be overstated. Quality control measures must be strictly adhered to in all phases of sample collection, preservation, transportation, and analysis. The quality control and analytical work, as they relate to the contractor's responsibility, is divided into four (4) major steps:

- STEP 1 -Collection of sample from specified office.
- STEP 2 -Conduct specified analysis on samples in a timely and professional manner.
- STEP 3 -Establishment of continuing program to ensure the reliability of analytical data.
- STEP 4 -Legal Testimony

Aug 16 2006 11:33AM Tra-Det, Inc.

#### Step 1 -Collection of Samples from Specified Locations

The sampling for the DEP shall be conducted by DEP personnel. The vendor shall be notified of the date sampling occurs or is to occur and from which DEP office or other location the sample can be obtained. The vendor shall be notified when the sample was taken (time/date) and the person who collected the sample. The vendor shall be responsible for obtaining the sample from the specified location and delivery of sample to the laboratory within 24 hours from

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the time of sampling. The vendor shall indicate the time the sample was obtained from the pickup location and its condition and the time the sample was delivered to the laboratory. The vendor shall be responsible for holding times, preservation of the sample and the internal chain of custody from the time the vendor obtained the sample until the time the analysis is accepted by the Department. The vendor shall also maintain records of the results of analysis for a minimum of five (5) years.

### Step 2 -Conduct Specified Analysis on Samples

The methods used by the laboratory for the analysis shall be either; 1) Methods described in 40 CFR-136 or, 2) Test Methods for Evaluating Solid Waste -Physical/Chemical Methods (SW -846) Third Edition with updates. The sampler shall be responsible for specifying either 1 or 2 above. In the event the method is not specified the laboratory shall contact the sampler for verification of the method to be used.

The analyses should be performed with the appropriate methods such that the minimum detection limits are below the criteria listed per parameter in Appendix A.

Analysis of samples is not deemed completed until the data has been submitted to and accepted by DEP. Should the DEP not provide notice of acceptance within four weeks of the date results were mailed, the firm may consider the data to be acceptable by the Division. The firm shall be responsible for maintaining preservation of the samples until the holding time is exceeded. Any samples with a sheen, discoloration or odor shall be maintained until DEP's notification that the sample can be properly disposed of. DEP will advise the firm which samples fall into this category. The firm shall be responsible for the proper disposal of all samples submitted to them by the DEP unless otherwise notified. The firm shall dispose of the sample no earlier than four weeks after DEP accepts the results. The results of the analysis shall be submitted to the DEP no more than two (2) weeks after receipt of samples.

### Step 3 -Quality Control

Three programs are to be utilized to assure reliable laboratory data: (1) the use and documentation of standard analytical methods, (2) analysis of duplicate and spiked (where the method applies) samples at regular intervals each day to check analytical precision and accuracy, and (3) analysis of reference samples at 6 (six) month intervals\*. Regardless of which analytical methods are used in a laboratory, the methodology must be carefully documented. Standard methods that have been modified or entirely replaced because of recent advances in technologies may only be used when it has been given approval in the Federal Register. Documentation of procedures must be clear, honest, and adequately referenced; and the procedures shall be applied exactly as documented. The responsibility for results obtained from these procedures rests with the analyst and supervisor, both as representatives of the firm.

\*These analyses shall be conducted under the firm's performance evaluation test number through the Analytical Products Group.

To check the laboratory analytical precision, duplicate analysis of samples shall be performed at regular intervals. Duplicate samples must be carried through the complete analytical process. For all analyses, the interval shall be every tenth (10th) sample. When less

than ten (10) samples are tested in one day, at least one duplicate sample shall be analyzed, and that sample must be a DEP sample. The differences between the replicates for each analysis are to be plotted on Shewart precision quality control charts. "Out-of-Control" samples are to be repeated and appropriate steps shall be taken to locate and remedy the error.

To check the laboratory analytical accuracy, samples containing a known addition of the target analyte (spike) shall be analyzed at regular intervals. Spiked samples must be carried through the complete analytical process. For all analyses, the interval shall be every tenth (10th) sample. Where less than ten samples are tested in one day, at least one duplicate sample shall be analyzed, and that sample must be a DEP sample. The percent recovery must be plotted out on Shewart accuracy quality control charts. "Out of Control" samples are to be repeated and appropriate steps taken to locate and remedy the source of error. The DEP reserve the right to conduct unannounced examination of the laboratory's records to assure compliance.

Periodic submission of samples with known composition will occur. No notice of this activity will be provided unless results indicate an anomaly.

### Step 4. Legal Testimony

The selected firm or firms may be requested by the DEP to testify concerning the validity of the laboratory analysis. The firm will only be required to testify to the following areas:

- 1. Time of notification by the Division of sampling and by whom.
- 2. When and where samples were collected by the firm.
- 3. Condition of sample.
- 4. How sample was preserved by the firm.
- 5. Date and time(s) of analysis and by whom.
- 6. Chain of Custody procedures within the laboratory.
- 7. Methods used.
- 8. Results of analysis.

At no time will the firm respond to questions concerning interpretation of results. The Division shall reimburse the firm for the costs of any such testimony.

## Prime Vendor Responsibilities

A vendor who is awarded a contract, when performing work under the terms and conditions of this contract, is solely responsible for the satisfactory completion of the work. The prime vendor shall be responsible for ensuring that any subcontractors have all the necessary permits, and certifications (including WV State Laboratory Certification) to perform the work. DEP will consider the prime vendor to be the sole point of contact with regard to authorized work under the contract, however this provision does not prohibit the DEP from directly contacting subcontractors.

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### **Subcontractors**

The prime vendor shall not be allowed to subcontract any work or services under this contract to any other person, company, corporation, firm, organization or agency without prior written approval of the DEP.

### Confidentiality

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 requisition 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.

#### **Miscellaneous Provisions**

- 1. The DEP will provide all sample containers and field preservatives.
- 2. The DEP may, at their discretion, choose to deliver samples to the vendor's establishment rather than having them picked up by the vendor.
- 3. Any updates to the MDLs during the life of this contract shall be provided to the DEP, in writing, within one week of the update(s) completion.
- 4. The firm shall provide at no additional cost, any requested quality control / calibration information associated with a particular sample. Quality control / calibration information includes but is not limited to: values of standards used in calibration, date of last calibration, correlation coefficients of calibrations curves, instrument blank values, check standard values, spike/recovery values, duplicate values, dilution volumes, bench sheets, calculations and Shewart quality control charts.
- 5. Notice of any changes to the firm's certification status with regard to any of the parameters that the firm is certified to analyze, must be submitted to DEP, in writing, within ten (10) days of the time of status change.
- 6. The Laboratory will provide blank water to the DEP, at no charge, upon request.

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	40 CFR 130	Minimum MDL required (mg/L unless stated			
Parameter	Liquid samples		Liquid samples	Solid samples	otherwise)
рН	4.00	7.00			N/A
Hot Acidity	12.50				5
Alkalinity	7.00				5
Hardness	8.00	13.00			1
Specific Conductance	5.50				3 microsiemens /cm²
Sulfate	7.50				5
Sulfide	18.00				1
Turbidity	6.50		·		
Chloride	9.50				5
Total Coliform (MF)	47.00				4 col/100ml
Total Coliform (MPN)	42.00	47.00			4 col/100ml
Fecal Coliform (MF)	21.00				4 col/100ml
Fecal Coliform (MPN)	47.25	52.25			4 col/100ml
Total Solids	5.50	10.50			1
Dissolved Solids (TDS)	8.00				1
Suspended Solids (TSS)	8.00				3
Volatile Solids	8.50	13.50			1
Percent Solids	5,50	10.50			1%
Kjeldahl Nitrogen	19.00	24,00			0.5
Ammonia Nitrogen	15.75	20.75			0.1
Organic Nitrogen	23.00	28.00			0.5
Nitrate-Nitrogen	13.00				0.2
Nitrite-Nitrogen	12,50	·			0.02
Nitrite-Nitrate	25.50				0.05
Total Phosphorus	15.00	20.00			0.01
Orthophosphate	10.50				0.01
Total Phosphate	26.00				0.01
BOD	18.00				1

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		Minimum MDL required (mg/L			
	40 CFR 130	3 Methods	SW-846	Wethods	unless stated
Parameter	Liquid samples	Solid samples	Liquid samples	Solid samples	otherwise)
BOD-carbonaceous	21.00				1
COD	20.00	20.00			0.5
TOC	31.50				1 1
MBAS	30.00				0.05
Phenolics	23.00		·		0.01
Total Cyanide	35.00				0.005
Hexavalent Chromium	13.00				0.005
Oil-Grease	21.00				0.1
Fluoride	19.00		`		0.2

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Metals (Dissolved or Total)

(dissolved metals will be field filtered)

Metals (Dissolved o	r iolai)	Cost per test using:					
Parameter	40 CFR 136		SW-846	Methods	required (mg/L unless stated		
	Liquid samples	Solid samples	Liquid samples	Solid samples	otherwise)		
		10.50		T			
Aluminum	10.50				0.02		
Antimony		13.00			0.005		
Arsenic	35.00	35.00			0.005		
Barium	15.75	15.75			0.005		
Beryllium	13.00	13.00			0.001		
Boron	26.00	26.00			0.02		
Cadmium	9.50	9.50	-		0.0002		
Calcium	10.50	10.50			0.5		
Chromium	8.50	8.50			0.001		
Cobalt	13.00	13.00			0.05		
Copper	8.00	8.00			0.001		
Iron	7.50	7.50			0.02		
Lead	10.50	10.50			0.001		
Magnesium	8.50	8.50			0.2		
Manganese	7.50	7.50			0.02		
Mercury (cold vapor)	35.00	35.00			0.0001		
Molybdenum	12.50	12.50			0.1		
Nickel	7.50	7.50			0.005		
Potassium	9.50	9.50			0.1		
Selenium	35.00	35.00			0.001		
Silver	13.00	13.00			0.001		
Sodium	9.50	9.50		The state of the s	0.1		
Thallium	19.00	19.00			0.001		
Tin	10.50	10.50			0.1		
Vanadium	10.50	10.50			0.05		
Zinc	7.50	7.50			0.005		

Miscellaneous Parameters	Cost / Analysis	Minimum MDL required	Units
	36.75	0.5	rng/L
Chlorophyll A (Standard Methods)	15.75	5	color units
Color (APHA)	52.50	10	ADMI value
Color (ADMI)	39.90	0.005	mg/L
Cyanide, Amenable (40 CSR 136)  Cyanide, Free (ASTM)	33.60	0.01	mg/L
Mineral Acidity (Standard Methods)	13.65	1	mg/L
Total Acidity (Standard Methods)	13.65	1	mg/L
Tot Petroleum Hydrocarbons GRO/DRO (WVTPH/8015B)	65.00	0.5	mg/L
Fecal Streptcocci (Standard Methods)	26.25	4	col/100ml
Escherichia Coli (Numeric Result)	26.25	1	col/100ml
Bicarbonate (Standard Methods)	13.65	1	mg/L
Ferrous Iron(Standard Methods)	31.50	0.05	
Unionized Ammonia (46 CSR 1)	15.75	D.1	
Dissolved Organic Carbon (Standard Methods)	35.70	1	mg/L
Particulate Organic Carbon (Standard Methods)	33.70	11	mg/L

### Miscellaneous Expenses

Cost / hour

1. Professional staff representation of data in	\$85/Hr	Ī
legal / administrative setting	202/111	l

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# Group 6 Constituents for Phase I Detection Monitoring<sup>1</sup> GROUP A: Inorganic Constituents

COMMON NAME <sup>2</sup>	CAS RN3	Bid as package
Acidity	(Total)	3
Aluminum	(Total)	
Alkalinity	(Total)	
Ammonia Nitrogen	(Total)	
Antimony	(Total)	•
Arsenic)	(Total)	•
Barium	(Total)	
Beryllium	(Total)	
Bicarbonates	(mg/l)	
Boron	(Total)	·
Cadmium	(Total)	
Chlorides	(Total)	
Chromium	(Total)	
Cobalt	(Total)	•
COD	(mg/l)	
Copper	(Total)	
Dissolved Manganese	(Total)	
Iron	(Total)	
Lead	(Total)	
Magnesium	(Total)	
Mercury	(Total)	
Molybdenum	(Total)	
Nickel	(Total)	
Nitrate	(Total)	
Hq	(Std. Units)	
Potassium	(Total)	
Selenium	(Total)	
Silver	(Total)	·
Sodium	(Total)	
Specific Conductance	(umhos/cm)	
Sulfate	(Total)	
TDS	(mg/l)	
Thallium	(Total)	
TOC	(mg/i)	
Total Phenolic Materials	(Total)	
TSS	(Total)	
Turbidity	(Total)	
Vanadium	(Total)	
Zinc	(Total)	

In addition to the above, the following parameters should be analyzed:

Temperature, (BOD-5-day), flouride and calcium.

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# Group 6 Constituents for Phase I Detection Monitoring<sup>1</sup> (continued) GROUP B: Organic Constituents

AAAAAAAAAAA	CAS RN <sup>3</sup>
COMMON NAME <sup>2</sup>	67-64-1
Acetone	107-13-1
Acrylonitrile	71-43-2
Benzene Bromochloromethane	74-97-5
	75-27-4
Bromodichloromethane Bromoform; Tribromomethane	75-25-2
Carbon disulfide	75-25-2 75-15-0
Carbon tetrachloride	56-23-5
Chlorobenzene	108-90-7
	75-00-3
Chloroethane; Ethyl chloride	67-66-3
Chloroform; Trichloromethane	124-48-1
Dibromochloromethane; Chlorodibromomethane	96-12-8
1,2-Dibromo-3-chloropropane;DBCP	· <del>-</del> -
1,2,-Dibromoethane; Ethylene dibromide; EDB	106-93-4
o-Dichlorobenzene; 1,2-Dichlorobenzene	95-50-1
p-Dichlorobenzene; 1,4-Dichlorobenzene	106-46-7
trans-1,4-Dichloro-2-butene	110-57-6
1,1-Dichloroethane; Ethylidene chloride	75-34-3
1,2-Dichlorethanel Ethylene dichloride	107-06-2
1,1-Dichloroethylene; 1,1-Dichloroethene; Vinylidene chloride	75-35-4
cis-1,2-Dichlorethylene; cis-1,2-Dichloroethene	156-59-2
trans-1,2-Dichloroethylene; trans-1,2-Dichloroethene	156-60-5
1,2-Dichloropropane; Propylene dichloride	78-87-5
cis-1,3-Dichloropropene	10061-01-5
trans-1,3-Dichloropropene	10061-02-6
Ethylbenzene	100-41-4
2-Hexanone; Methyl butyl ketone	591-78-6
Methyl bromide; Bromomethane	74-83-9
Methyl chloride; Chloromethane	74-87-3
Methylene bromide; Dibromomethane	74-95-3
Methylene chloride; Dichloromethane	75-09-2
Methyl ethyl ketone; MEK; 2-Butanone	78-93-3
Methyl lodide; lodomethane	74-88-4
4-Methyl-2-pentanone; Methyl isobutyl ketone	108-10-1
Styrene	100-42-5
1,1,1,2-Tetrachloroethane	630-20-6
1,1,2,2-Tetrachloroethane	79-34-5
Tetrachioroethylene; Perchloroethylene	127-18-4
Taluene	108-88-3
1,1,1-Trichloroethane; Methylchloroform	71-55-6

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# Group 6 CONSTITUENTS FOR PHASE | DETECTION MONITORING<sup>1</sup> (continued) GROUP B: Organic Constituents (continued)

GKORL P. Oldsuic Cousting (counting)	_	
COMMON NAME <sup>2</sup>	CAS RN <sup>3</sup>	
1,1,2-Trichloroethane	79-00-5	
Trich1oroethylene; Trichloroethene	79-01-6	
Trichlorofluoromethane; CFC-II	75-69-4	
1,2,3-Trich1oropropane	96-18 <del>-4</del>	
Vinyl acetate	108-05-4	
Vinyl chloride	75-01-4	
Xylenes		
,	1330-20-7	
Cost for analysis of entire "Phase 1 Parameters" for landfills	g 800.00 .	

- 1. This list contains volatile organics for which possible analytical procedures provided in EPA Report SW-846 "Test Methods for Evaluating Solid Waste", third edition, November 1986, as revised December 1987, includes Method 8260 and 8011; and metals for which SW-846 provides either Method 6010 or a method from the 7000 series of methods.
- 2. Common names are those widely used in government regulations, scientific publications, and commerce; synonyms exist for many chemicals.
- 3. Chemical Abstracts Service registry number. Where "Total" is entered, all species in the groundwater that contain this element are included.

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# **Collection of Samples**

## Cost associated with sample pickup from the following locations

		Cost / Collection
Charleston Office	601 57th St E. Charleston, 25304	\$30/Hr+mileage
Faimont Office	2031 Pleasant Valley Rd. Fairmont 26554	\$30/Hr+mileage
		And Inc.
Teays Office	PO Box 662 Teays, 25269	\$30/Hr+mileage
Romney Office	1 Depot St. Romney 26757	\$30/Hr+mileage
Wheeling Office	1060 Chapline St. Wheeling 26003	\$30 Flat Fee
Parkersburg Office	2311 Ohio Ave. Parkersburg 26010	\$30/Hr+mileage
Oak Hill Office	116 Industrial Dr. Oak Hill 259D1	\$30/Hr+mileage
Welch Office	311 Court St. Welch 24801	\$30/Hr+mileage
Logan Office	1101 George Kostas Dr. Logan 25601	\$30/Hr+mileage
Other Locations as	Cost per mile to pickup site (example: pickup point is 50 miles from tab, if vendor bids \$X/mile, vendor	\$30/Hr Round Trip
necessary	charges \$50X, not \$100X)	mileage = \$0.5

RFQ No.	DEP13565

## AFFIDAVIT

019

West Virginia Code §5A-3-10a states:

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 the debt owned is an amount greater than one thousand dollars in the aggregate.

#### **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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law, or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

#### **EXCEPTION:**

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

#### LICENSING:

Revised 0 2/08/06

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

#### CONFIDENTIALITY:

The vendor agrees that he or she 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: Tradet, Inc.	
Authorized Signature Jahla & Halafal	Date: August 15, 2006
No Ooht Affidavit	•

# GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
- 5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 5. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
- 14. HIPAA Business Associate Addendum The West Viginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.ue/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

#### INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division.
- 2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Complete all sections of the quotation form.
- 4. Unit prices shall prevail in cases of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 6. BID SUBMISSION: All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

#### SIGNED BID TO:

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



Aug 16 2006 11:37AM

TRA-

P.O. BOX 2019 WHEELING, WV 26003-0219 (304) 547-8094 FAX: (304) 547-9097

SHIPPING ADDRESS RD #2. BOX 227A BATTLE RUN ROAD TRIADELPHIA, WV 26059-8608

#### DEVIATION FROM SPECIFICATION

TraDet, Inc. does not maintain the capability to perform the following analysis; therefore, they are submitted for analysis to the following laboratory:

**REIC Laboratoy** 225 Industrial Park Drive Beaver, WV 25813

- Thallium
- TOC
- Group B: Organic Constituents
- Chlorophyll A
- Color (APHA/ADMI)
- Cyanide (Amenable/Free/Total)
- Tot Petroleum Hydrocarbons GRO/DRO

Tra-Det, Inc.

- Fecal Streptcocci
- Escherichia Coli
- Unionized Ammonia
- DOC
- POC

### METHOD DETECTION LIMITS

PARAMETER	METHOD			M	DL	Holding Time	Analysis Date
Acidity (as CaCO <sub>3</sub> )	305.2	[2]		0.26	mg/L	24 h / 14 days	18-Apr-06
Acidity, Hot	305.1	721		N 4-7	100 cm/l	24 h / 14 days	18-Apr-06
Alkalinity (as CaCO <sub>3</sub> ) Aluminum	310.1 202.1	2 2		0.17 0.04	mg/L mg/L	24 h / 14 days 30 days	6-Apr-06
Ammonia Nitrogen (as N)	350.2	2		0.1	mg/L	7 d / 28 days	13-Apr-06
Antimony	204.1	2 2		0.04	mg/L	30 days	18-Apr-06
Arsenic	206.3	[2]	Ĺ	0.0003	mg/L	30 days	27-Арг-06
Barium	208.1	2	<u> </u>	0.02 0.008	mg/L	30 days	24-Apr-06
Beryllium BOD - 5day	210.1 405.1	[2]	<del> </del>	0.46	mg/L mg/L	30 days 6 h / 48 hours	24-Apr-06 19-May-06
Baron	212.3	222	<del> </del>	0.05	mg/L	28 d / 6 mo	14-Nov-05
Cadmium	213.1	2		0.005	mg/L	30 days	11-Арг-06
Calcium	215.1	2		0.009	mg/L	30 days	2-May-06
CBOD - 5 day	405.1 410.2	2 2	<u> </u>	0.46 1.3	mg/L	6 h / 48 hours	19-May-06 9-Nov-05
Chemical Oxygen Demand Chloride	4500 CIB	愉		0.35	mg/L mg/L	7 d / 28 days	14-Mar-06
Chromium	218.1	2	-	0.006	mg/L	30 days	10-Apr-06
Chromium, Hexavalent	3500 CrD	[1]		0.012	mg/L	24 hours	8-Nov-05
Cobalt	219.1 220.1	[2]		0.01	mg/L	30 days	11-Apr-06
Copper	1220,1 1360,1	[2]	ļ	0.004	mg/L	30 days	10-Apr-06
Dissolved Oxygen Fecal Coliform (MF)	1350.1 19222 D	2	<del> </del>	10 CFU/	100ml	0.5 h / stat. 6 hours	
Fecal Coliform (MPN) liquid	9221 C	14	<del>                                     </del>	2 MPN/1	00mL	6 hours	
Fecal (MPN) on solid	19221 Č	11	<b></b> -	2MPN/g	am	6 hours	
Ferrous Iron	3500 B	11		0.009	mg/L	24 hours	22-May-06
Flouride	340.2	[2]	<u> </u>	0,02	mg/L	28 d / 28 days	2-Nov-05
Hardness (as CaCO <sub>3</sub> ) Heterotrophic Plate Count	2340C 9250	1	—	5.0 1 CFU/n	mg/L	30 days	16-May-06
Iron	235.1	2		0.02	mg/L	24 hours 30 days	5-Apr-06
ILead	239.1	2	├─	0.007	mg/L	30 days	6-Apr-06
Magnesium	242.1	2		0.002	mg/L	30 days	28-Apr-06
Manganese	243.1	[2]		0.002	mg/L	30 days	4-Apr-06
Mercury	245.1	2 2	ļ	0.0001	mg/L	30 days	26-Apr-06
Molybdenum Nifrate (As N)	246.1 352.1	15	<del> </del>	0.01	mg/L mg/L	30 days 48 hours	25-Apr-06 7-Nov-05
Nitrite (As N)	1354.1	2	<u> </u>	0.002	mg/L	none / 48 hours	14-Nov-05
Nitrate + Nitrite	352.1+354.1	2	<del>                                     </del>	0.002	mg/L	none / 48 hours	
Nicke	249.1	[2]		0.01	mg/L	30 days	17-Apr-06
Odor	2150 B	275	<u> </u>			6 hours	NA
Oil & Grease pH, Lab	1664A 150.1	[2]	<u> </u>	3.7	mg/L	28 dáys	23-May-06
Phosphorus, Total	365.2	2/2		0.01	mg/L	2 h / stat. 30 days	NA 15-May-06
Phosphorus, Ortho	365.2	12	<b></b>	0.002	3317914	30 days	6-Jun-06
Potassium	258.1	<u>2</u>  2		0.002	rng/L	30 days	28-Apr-06
Selenium	[3114B	[[1]		0.0004	mg/L	30 days	27-Apr-06
Settleable Solids Silicon	160.5	[2]	<del>  </del>	0,10	ml/L	7 days	512
Silver	272.1	121	<del>  -</del>	0.01	mg/L	30 days	NA 13-Apr-06
Sodium	273.1	2 2 2		0.004	mg/L	30 days	28-Apr-06
Specific Conductance	120.1	2		2.4		28 days	8-Nov-05
Strontium	3111B	[1]	ļ	0.007		30 days	24-Арг-06
Sulfate (as SQ <sub>4</sub> ) Sulfide	375.4	煤		0.65	mg/L	28 days	8-Nov-06
Sulfite	376.1 377.1	15	ļ	1	mg/L mg/L	28 days	5-JนI-06
Surfactants (MBAS)	425.1	2 2 2 2		2.10	mg/L		26-Apr-05
TCLP	846-1311	4	}				NA NA
Thallium	200.7	[2]	*			30 days	NA
Tin	282.1	[2]	*		<u></u>	30 days	NA
Titanium Total Coliform (MF)	283.2 9222 A,B	222	*			30 days	NA
Total Coliform (Collect)	9223 B	11	<del> </del>			24 hours 24 hours	
Total Dissolved Solids	160.1	2	<del> </del>	14	mg/L	7 days	26-May-06 .
Total Kjeldahl Nitrogen (As N)	4500N	<u>2</u> 3		0.6	mg/L	7 days	22-May-06
Total Organic Nitrogen	4500N	131				7 days	NA
Total Organic Carbon (TOC) Total Residual Chlorine	415.2 330.5	낡	-	0.02	mg/L	0.5 h / stat.	NA
Total % Solids	160.3	2	_	17	mg/L	7 days	23-May-06
Total Suspended Solids	160.2	2 2 2		0.87	mg/L	7 days	4-Apr-06
Turbidity	2130 B					24 hours	
Vanadium Volatile Solids	286.1 160.4	2		0.04 20	mg/L	30 days 7 days	3-May-06 26-May-06
Zinc	289.1	2		0.002	mg/L mg/L	30 days	6-Apr-06
	1		<u>.                                    </u>			E GUYS	12-UNI-00