



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

Request for Quotation

RFQ NUMBER
 DEP13949

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 CHUCK BOWMAN
 304-558-2157

RFQ COPY

TYPE NAME/ADDRESS HERE

EnviroScience, Inc.
 3781 Darrow Rd.
 Stow, Ohio 44224
 phone: 1-800-940-4025
 fax: 330-688-3858

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/11/2008				
BID OPENING DATE: 02/28/2008		BID OPENING TIME 01.30PM		

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		493-96		
<p>WATER QUALITY MONITORING</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF ENVIRONMENTAL REMEDIATION, IS SOLICITING BIDS FROM QUALIFIED AND RESPONSIBLE CONTRACTORS TO PROVIDE GROUNDWATER MONITORING SERVICES AT TWENTY-NINE (29) FACILITIES MANAGED WITHIN THE LANDFILL CLOSURE ASSISTANCE PROGRAM (LCAP) IN WEST VIRGINIA, WHICH INCLUDES ONE HUNDRED FIFTY (150) GROUNDWATER MONITORING WELLS, PER THE ATTACHED SPECIFICATIONS, SCOPE OF WORK, TERMS & CONDITIONS, AND BID REQUIREMENTS.</p> <p>A MANDATORY PRE-BID MEETING IS SCHEDULED FOR 01/31/08, AT 1:00 PM AT DEP HEADQUARTERS LOCATED AT 601 57TH ST, CHARLESTON, WV. FAILURE TO ATTEND THIS MEETING WILL RESULT IN THE DISQUALIFICATION OF SUBMITTED BIDS FROM VENDORS NOT IN ATTENDANCE.</p> <p>IT IS THE AGENCY'S INTENTION TO RENEW THIS CONTRACT FOR TWO (2) ONE-YEAR RENEWAL PERIODS. THE QUANTITIES LISTED ARE CONSTANT FOR THE FIRST YEAR; HOWEVER, IT IS POSSIBLE THAT AT SOMETIME DURING THE RENEWAL PERIODS ADDITIONAL FIELD SERVICE SITES MAY BE ADDED OR SOME PRESENT FIELD SERVICE SITES ELIMINATED. THEREFORE, THE UNIT PRICES QUOTED WILL PREVAIL, THUS ALTERING THE TOTAL PROJECT COST FOR THE RENEWAL PERIODS FROM THAT OF THE ORIGINAL CONTRACT YEAR. THIS POTENTIAL QUANTITY CHANGE WILL BE ADDRESSED BY CHANGE ORDERS.</p>						

RECEIVED
 2008 MAR 18 A 11:58
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE 1-800-940-4025	DATE 03-17-2008	
TITLE	FEIN 34-1603505	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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

1. 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.
7. 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*.
9. 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 may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia 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.us/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



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<p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD, 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 ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL 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.</p> <p>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.</p> <p>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 ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>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</p>						

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<p>IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>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.</p> <p>REV. 04/11/2001</p> <p>EXHIBIT 10</p>						

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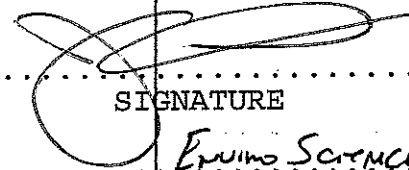
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REQUISITION NO.: DEP13949						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1 ..X.....						
NO. 2 ..X.....						
NO. 3 ..X.....						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
VENDOR MUST CLEARLY 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.						
 SIGNATURE Enviro Science COMPANY						

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				3-17-2008 DATE		
				REV. 11/96		
				VENDOR PREFERENCE CERTIFICATE		
				CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).		
				A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:		
				() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR		
				() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY I WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR		
				() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH		

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<p>HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE</p>						

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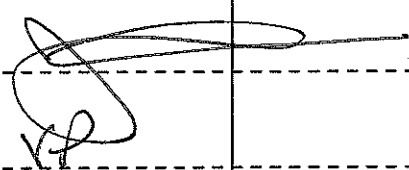
PROVIDE

EnviroScience, Inc.
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<p>CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO 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.</p> <p>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.</p> <p>BIDDER: <u>EnviroScience Inc.</u></p> <p>DATE: <u>3-17-2008</u></p> <p>SIGNED: </p> <p>TITLE: <u>VP</u></p> <p>* 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".</p>						

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	(REV. 12/00)					
<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>RFQ. NO.: DEP13949</p> <p>BID OPENING DATE: 02/28/2008</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 1-330-688-3858</p>						

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CONTACT PERSON (PLEASE PRINT CLEARLY): Jamie Krejsa or Nicole Penkowski						
***** THIS IS THE END OF RFQ DEP13949 ***** TOTAL:						\$204,544.74

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DEP13949

**WEST VIRGINIA DEPARTMENT
of
ENVIRONMENTAL PROTECTION**

OFFICE OF ENVIRONMENTAL REMEDIATION

Landfill Closure Assistance Program

Ground Water Monitoring Contract

Purchase Requisition
Type of Purchase
Groundwater Monitoring

To provide groundwater monitoring at 29 facilities managed within the Landfill Closure Assistance Program (LCAP) in West Virginia, which includes 146 groundwater monitoring wells. Please see attached specifications.

General Conditions: A mandatory Pre-bid Conference will be held at the WVDEP, Office of Environmental Remediation located at 601 - 57th Street, SE, Charleston, WV 25304.

This contract shall provide for all labor, materials, transportation, tools, equipment, supplies, and incidentals to obtain the samples from the monitoring wells, to perform the required analysis, to determine statistical trends, and to submit the required reports. All standard protocols required by the WV DEP and sound analytical procedures shall be used when performing the services. All sampling shall be conducted using the WV DEP, Division of Water Resources QA/QC & Standard Operating Procedures for Ground Water Sampling (SOP). The contractor shall provide equipment suitable to the WV DEP for performing the work. If the contractor desires to modify wells to achieve a certain procedure for monitoring such as dedicated well pumps, etc., any modifications shall be requested in writing and shall be approved or disapproved in writing by the WV DEP LCAP Program Manager.

The contractor shall be responsible for locking the monitoring wells while not in use. The wells shall remain locked to prevent unauthorized use. The contractor shall be provided a key to the commonly keyed locks that have been installed by WV DEP.

Maintaining access: The WV DEP will be responsible for maintaining reasonable access to well heads to allow for field sampling. Maintenance may include removal of brush, lubrication of hinges, etc. The contractor will report excessive deterioration to access roads if encountered, to allow for repair to be scheduled and completed in a timely manner.

Disposal of purge water: The specific locations, leachate pond, sewer manhole, or leachate tank, shall be identified to the successful bidder. The contractor shall provide for all labor, materials, transportation, tools, equipment, supplies, and incidentals to manage and dispose of purge water at an approved facility. The costs associated with purge water management shall be included in the unit ("per well") cost for field sampling and laboratory analysis.

Statistical analysis: Any landfill that has two years of data either acquired or historical shall receive a semi-annual statistical analysis. The successful bidder will be paid a one time statistical analysis set up fee. This will include all labor materials and incidentals required for the successful bidder to prepare a DEP approved statistical analysis database.

The contractor shall perform semiannual monitoring starting the month of the purchase order effective date, and extending for one full year, resulting in two semiannual reporting periods.

A list of the twenty-nine (29) LCAP facilities and the number of wells at each location is included as Attachment A. It is the responsibility of the contractor to obtain any other background information necessary to complete the services.

Additional information may be obtained from WV DEP at the following address:

West Virginia Department of Environmental Protection
Division of Land Restoration
Office of Environmental Remediation
601 - 57th Street, SE
Charleston, WV 25304
Phone: (304) 926-0455

The contractor shall determine whether there is a statistical increase over the background values for each parameter according to ASTM Standard D 6312-98 (available from <http://www.astm.org>), except that any re-sampling or implementing phase II sampling will be at the discretion of the WV DEP. The contractor shall have the capability to monitor for parameters as described in 33CSR1; Section 4.11.c, Phase II assessment monitoring program.

The contractor shall develop and submit reports for groundwater monitoring events in accordance with 33CSR1 Section 4.11, groundwater monitoring and corrective action program. There must be no less than one hundred and twenty (120) days between sampling events. Reports shall be submitted within sixty (60) days of each sampling event. The contractor shall monitor for parameters as described in 33CSR1 section 4.11.b, Phase I detection monitoring program. The contractor shall submit reports including test results to the WV DEP LCAP Program Manager, WV DEP Division of Water & Waste Management, and the facility owner. The results of the groundwater analysis from each monitoring well shall be provided in a format acceptable to the WV DEP Division of Land Restoration, Office of Environmental Remediation and both MDL's and PQL's shall be specified for all laboratory analyses. The contractor shall be responsible for payment of analytical testing charges.

Work and services to be performed under this contract shall be subject to continuous monitoring and inspection by the State's authorized representatives. Such inspection will ensure compliance.

The Contractor shall maintain insurance as follows:

Contractor's Public Liability Insurance and Comprehensive Vehicle Liability Insurance shall be in an amount not less than \$1,000,000.00 for bodily injury and property damage for each occurrence and not less than \$1,000,000.00 aggregate.

The required insurance must be written by a company or companies licensed to do business in West Virginia at the time the policy is issued and the policy must be countersigned by a licensed resident agent.

The vendor / subcontractors shall pay the higher of the U.S. Department of Labor Davis-Bacon Act or the WV Prevailing wage rate as established for various counties pursuant to West Virginia Code 21-5A, Et, Seq. and 42CSR7 Rules & Regulations for the WV Prevailing Wage Act. For prevailing wage rates please refer to: <http://www.wvsos.org/adlaw/wagerates/building07.htm>

Method of measurement: Field services and laboratory analysis shall be measured as the "per well" unit cost including all labor, equipment, materials, transportation, and incidentals to obtain samples and to perform laboratory analysis. The unit cost per well measurement shall be per sampling event. Statistical Analysis Setup shall be measured as the "per site" unit price including all labor equipment, materials, transportation and incidentals to collect, compile, and construct the facility data base for statistical evaluations of information obtained in field services and laboratory analysis. The per site measurement shall be a one time initial cost to the project for development of the database. Any subsequent renewal of the contract shall not include the statistical analysis setup item. Statistical analysis and reporting shall be measured per site including all labor, equipment, materials, transportation, and incidentals to evaluate data and to report findings. The per site measurement shall be per sampling event.

Method of payment: Invoices shall be submitted on a semiannual basis after monitoring (including reporting) has been submitted to the indicated parties.

West Virginia Department of Environmental Protection
Division of Land Restoration
Office of Environmental Remediation
717 Main Street, Suite 200
Summersville, WV 26651
Attn: Clyde Bennett
Phone: (304) 389-8180

BID SCHEDULE

#DEP13949

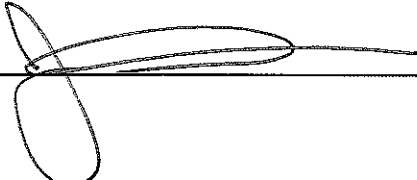
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Department of Environmental Protection
Office of Environmental Remediation
Landfill Closure Assistance Program
Ground Water Monitoring

<u>Item No.</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit Price</u>	<u>Amount</u>
0001	Field services and laboratory analysis (Twice/year = 2 x 146 wells)	292	\$ 632.01	\$ 184,546.92
0002	Statistical analysis setup (once per site)	29	\$ 154.58	\$ 4,482.82
0003	Statistical analysis and reporting (Twice/year = 2 x 29 sites)	58	\$ 267.50	\$ 15,515.00
Total Project Cost =			\$ 204,544.74	

Company name ENVIRO SCIENCE INC.

Name (printed) JAMES KREJSA Title VP

Signature  Date 3-17-08

Quantities noted above are subject to change over the life of the contract and are for evaluation and award purposes only. The quantities stated are no guarantee of actual quantities that may be required. Contract will state unit prices only.

Listed below are the 29 LCAP facilities and 146 wells to be monitored under this RFQ:

1. Berkeley County Landfill	8 wells
2. Big Bear Lake Landfill	4 wells
3. City of Buckhannon Landfill	4 wells
4. Capon Springs Landfill	4 wells
5. Central WV Refuse landfill	4 wells
6. City of Clarksburg Landfill	4 wells
7. Don's Disposal Landfill	4 wells
8. ERO Landfill	7 wells
9. Fayette County Landfill	4 wells
10. Fleming Landfill	7 wells
11. Grant County / Petersburg Landfill	4 wells
12. Hampshire County Landfill	5 wells
13. Jackson County Landfill	4 wells
14. Jefferson County Landfill	15 wells
15. Kanawha Western Landfill	4 wells
16. City of Kingwood Landfill	4 wells
17. Marion County Landfill	5 wells
18. McDowell County Landfill	6 wells
19. Mingo County Landfill	4 wells
20. Monongalia County Landfill	5 wells
21. City of Montgomery Landfill	4 wells
22. Morgan County Landfill	4 wells
23. City of Morgantown Landfill	7 wells
24. City of Moundsville Landfill	4 wells
25. Pine Creek / Omar Landfill	4 wells
26. Preston County / Rehe Landfill	4 wells
27. City of South Charleston Landfill	4 wells
28. City of Wheeling Landfill	4 wells
29. Wyoming County Landfill	5 wells

STATE OF WEST VIRGINIA
Purchasing Division

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PURCHASING AFFIDAVIT

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 owed 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 exceeds 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: Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

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: ENVIRO SOURCE INC.

Authorized Signature:  Date: 3-18-08