



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  
**DEP14209**

PAGE  
**1**

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

PURCHASER

\*C17143814      304-752-6798  
**ACCULAB INC  
 PO BOX 367  
 1 ACCULAB DRIVE  
 MT GAY WV 25637**

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/10/2008				

BID OPENING DATE: **02/07/2008**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		961-48		
<b>FIELD TESTING SERVICES</b>  THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BID SUBMISSIONS FROM WV DEP QUALITY ASSURANCE PROGRAM CERTIFIED LABORATORIES TO PROVIDE TESTING & ANALYSIS OF AGENCY PROVIDED WATER SAMPLES PER THE FOLLOWING SPECIFICATIONS, BID REQUIREMENTS, SCOPE OF WORK, TERMS & CONDITIONS, AND THE ATTACHED BID SCHEDULE.  <b>EXHIBIT 3</b>  <b>LIFE OF CONTRACT:</b> 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.  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.  <b>RENEWAL:</b> THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30)						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>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 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>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</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.  REV. 04/11/2001  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:  <input type="checkbox"/> BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS NOTIFICATION; OR  <input checked="" type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN 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  <input type="checkbox"/> BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF		

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<p>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 &amp; 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 CONTRACT OR PURCHASE ORDER.</p>						

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<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>CB-23 Acculab Inc.</u></p> <p>DATE: <u>2/1/08</u></p> <p>SIGNED: <u>[Signature]</u></p> <p>TITLE: <u>PRESIDENT</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".            (REV. 12/00)</p>						

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***** THIS IS THE END OF RFQ    DEP14209 ***** TOTAL:						<u>41000.<sup>00</sup></u>

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## Specifications

Award will be made to a laboratory possessing a current valid West Virginia DEP Laboratory Quality Assurance certification for the appropriate categories of parameters and meeting the qualifications listed below.

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 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 **24 hours per day, 7 days per week**. (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

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

The sampling for the DEP shall be conducted by DEP personnel. The vendor shall be notified when the sample was taken (time/date) and the person who collected the sample. The vendor shall indicate the time the sample was obtained from the DEP 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.



## 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.

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. The firm shall be responsible for maintaining preservation of the samples until the holding time is exceeded. 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. 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.

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 reserves 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 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. Condition of sample.
2. Date and time(s) of analysis and by whom.
3. Chain of Custody procedures within the laboratory.
4. Methods used.
5. 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.

#### **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 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.
3. 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.
4. The Laboratory will provide blank water to the DEP, at no charge, upon request.

DEP14209

012

BID SCHEDULE

Item No.	Quantity	Parameter	Unit Price	Amount
A	100	Glycols, Total Liquid	\$ 75. <sup>00</sup>	\$ 7500.
B	100	Glycols, Total Solid	\$ 75. <sup>00</sup>	\$ 7500.
C	100	Iron Related Bacteria, Liquid	\$ 72. <sup>00</sup>	\$ 7200.
D	100	Acrylamide Liquid	\$ 116. <sup>00</sup>	\$ 11600.
E	100	Sulfate Reducing Bacteria, Liquid	\$ 72. <sup>00</sup>	\$ 7200.

TOTAL =

\$ 41000.<sup>00</sup>

Quantities listed are estimates only and are used for bid evaluation and award purposes only. Estimated quantities are not an indication of actual quantities to be ordered. Actual quantities may be more or less than the quantities stated on this bid schedule.

The contract will state only the unit price as bid.

Vendor Name: Accularb Inc.

Signature: [Handwritten Signature]

Date: 2/1/08

STATE OF WEST VIRGINIA  
Purchasing Division

013

# 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 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:** 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](http://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: Acculab Inc.

Authorized Signature: [Signature] Date: 2/1/08

Purchasing Affidavit (Revised 06/15/07) Fax (304) 752-5933