

# A facsimile from

**Summit Environmental  
Technologies, Inc.**

**Ph. 505-345-3335**

**Fx. 505-345-3338**

**To: CHUCK BOWMAN**

**Fax number: 304-558-3970**

**Date: March 22, 2011**

**Regarding: Buyer CB-23**

**RFQ. NO.: DEP15365**

**BID OPENING DATE: 03/23/2011**

**BID OPENING TIME: 1:30 EST**

**Comments:**

18 PAGES TOTAL

DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES  
STATE OF WY

2011 MAR 23 P 12:04

RECEIVED



March 23, 2011

State of West Virginia  
Dept. of Environmental Protection, Division of Land Restoration  
601 57<sup>th</sup> St.  
Charleston, West Virginia

RE: RFQ#: DEP 15365 Analytical Laboratory Services

Attention: Chuck Bowman

Dear Mr. Bowman,

Summit Environmental Technologies, Inc. (SUMMIT LABS) is pleased to provide the following response to State of West Virginia, Dept. of Environmental Protection, RFQ # DEP15365. Summit Labs is a nationally recognized FULL service testing lab and is NELAP certified in 41 states including New Mexico. The New Mexico certification comes from Florida Department of Health. For this bid, all analysis will be completed at **SUMMIT LABS**.

**SUMMIT LABS** assures that all the work being bid on will be done within our state of the art laboratory. All tests will be run in accordance with U.S. EPA approved methodology pursuant to WVDEP requirements.

**SUMMIT LABS** currently holds contracts with the West Virginia Dept. of Environmental Protection, California Dept. of Health, Ohio Dept. of Environmental Protection, WVDEP DOE Oversight Bureau, Oil Conservation Division, Hazardous Waste Bureau, and Drinking Water Bureaus. By virtue of these contracts and the experience gained, we are completely familiar with the work required for this contract. Summit also assures the State of West Virginia that **Summit Labs** will provide the high quality data expected by your office, the Department of Environmental Protection, and the state West Virginia.

**SUMMIT LABS** provides all containers, coolers, (including blind duplicates, if needed) lab chain of custody forms, and field blanks immediately upon verbal or email notification. This service will be provided at no additional cost to the WVDEP along with free shipping as required by this ITB. This will include FREE cooler and container delivery and pickup, packaging and shipping, at no cost to the WVDEP. In order to properly service the contract and the WVDEP, **SUMMIT LABS** Albuquerque office will serve as the primary point of contact.

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Summit Environmental Technologies, Inc. 2709 Pan American Freeway Ste. A/C  
Albuquerque, NM 87109 Phone: 505-345-3335 Fax: 505-345-3338

**SUMMIT LABS** understands this contract will require soil and water for chemical testing; all testing will be performed by our laboratory. Attached you will find pricing. **SUMMIT LABS** assures all work will be completed within method specific holding times.

**SUMMIT LABS** also understands that samples are to be held for at least 30 days unless otherwise noted by WVDEP and then disposed of at no additional cost.

**SUMMIT LABS** will provide complete data packets to WVDEP no later than 30 days from sample completion. One of our major focuses is *turnaround time*. We consistently average 5-7 days turnarounds for most projects. In accordance with the requirements of this RFQ, **SUMMIT LABS** complete data packages will consist of:

1. *An electronic data deliverable (EDD) of all analysis in the format specified.*
2. *A letter and table format of all tests including Level III QC at no additional cost along with cover letter, all transmitted electronically.*
3. *A Level IV quality control data package will be provided upon request for the WVDEP at additional cost listed within the pricing section of this document.*

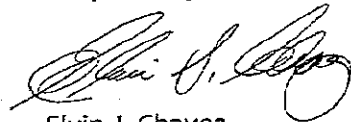
Additionally, **SUMMIT LABS** will make Dr. Mo Osman, owner of Summit Labs, and a Ph.D. chemist, available when necessary for purposes of providing oral and/or written testimony in administrative or legal proceeding as listed in this SOW. All tests will be run in accordance with U.S. EPA approved methodology pursuant to WVDEP requirements.

**SUMMIT LABS** understands, agrees and will comply with all requirements set forth within the SOW and to all terms and conditions of this RFQ as listed.

We look forward to providing the WVDEP with unmatched quality, service and legally defensible data.

Please do not hesitate to contact me at 505-345-3335 with any questions regarding this proposal.

Respectfully submitted,



Elvin J. Chavez  
Vice President

**Summit Environmental Technologies, Inc.**



## **Summit Environmental Technologies, Inc.**

### **Executive Summary**

#### **RFQ #: DEP 15365**

**Summit Environmental Technologies, Inc.** is in a unique position to provide superior environmental analytical services in support of West Virginia Department of Environmental Protection. As such, Summit Environmental Technologies, Inc. is committed to support WVDEP and its West Virginia programs.

This summary describes our unique capabilities available to support this program. In addition to a wide range of analytical capabilities, Summit Environmental Technologies, Inc. has extensive capacity to handle the project's analytical workload during all field activities. Summit Environmental Technologies, Inc. holds NELAC certification in 41 states.

#### **Extensive Experience:**

Summit Environmental Technologies, Inc. has analyzed more than one million samples for volatiles, semivolatiles, air toxics, herbicides, pesticides, PCBs, explosives, perchlorate, radiochemistry, mixed waste, and petroleum products and has analyzed a wide variety of matrices including soil, water, wastewater, sediment, biota, hazardous wastes, and petroleum wastes for these parameters.

Summit Environmental Technologies, Inc.'s experience is derived through work performed at locations throughout the United States. Our laboratories have multiple years of experience obtained through its support of the site closure activities at many of these sites as well as various state agency programs and contracts.

Summit Environmental Technologies, Inc. is a provider of analytical services in support of many large environmental programs. Over the past years, we have processed thousands of samples following QAPP protocols in support of long term monitoring programs and works with multiple consulting firms at these sites. Level IV data packages and EDD's (electronic data deliverables) are provided when requested or required.

#### **Applied Technology:**

Summit Environmental Technologies, Inc. is one of the industry leaders in developing innovative analytical approaches; new methods developed and applied to environmental samples. We combine our technical expertise and thorough understanding of WVDEP program requirements to assist you in defining the best analytical approach to attain your data quality objectives.

**Audits and Performance Programs:**

Summit Environmental Technologies, Inc., participates in numerous internal and federal, state, and industrial audits and performance sample programs for radiological, organic and inorganic analyses, including regular participation in the following performance testing (PT) studies (copies of results available upon request):

- DMR-QA (Annually)
- WS/WP/SW - Samples From a NIST-Approved PT Provider (Semiannually)
- Mixed Analyte Performance Evaluation Program (MAPEP) (Annually)
- U.S. Geological Survey (USGS) (Annually)
- Various Client Specific Programs
- SET Corporate Double Blind (Annually)
- SET Lab Internal PTs (As Needed)

**Analytical Project Management:**

Summit Environmental Technologies, Inc. employs professional project managers and technical staff who have broad experience with federal program requirements. All of the Summit analysts are degreed Chemists, Biologists or Engineers. This helps to ensure compliance at every level of the program. For this project, Dr. Mo Osman will serve as dedicated Project Manager. Dr. Osman maintains a PhD in Chemistry and Engineering and is a registered PE. Dr. Osman has extensive experience with program requirements having run various projects in the Ohio Valley and throughout the US.

**Summary:**

Summit Environmental Technologies, Inc. is one of the nation's premier providers of both environmental and radiological analytical services. We have a extensive track record of producing legally defensible analytical data of high-quality. This data has time and again withstood regulatory scrutiny. It is delivered on time, in the specified format, in full compliance with WVDEP, Municipal and Federal requirements.

We look forward to working with WVDEP and your project staff. We stand ready to provide WVDEP with high quality, legally defensible data and impeccable service.



## **APPROACH TO SCOPE, STEPS 1-4, GENERAL QUALIFICATIONS:**

### **QUALIFICATIONS**

SUMMIT LABS, Inc. will accomplish the following in addressing the **WEST VIRGINIA RFQ # DEP15365 – STEPS, SCOPE and ALL GENERAL REQUIREMENTS:**

- 0.0 SUMMIT understands accepts and agrees to comply with all definitions and requirements of the section and delineated in paragraph 1 of QUALIFICATIONS.
- 0.1 SUMMIT will address each numbered subsequent section and/or requirement separately.
- 0.2 SUMMIT provides a staff of highly qualified chemists experienced in organic water/soil analysis and its interpretation.
- 0.3 SUMMIT is certified by the West Virginia Water Resources Quality Assurance Program and is also NELAP/NELAC certified in 41 states including West Virginia. There will be no analysis subcontracted. (SEE ATTACHED NELAC CERTIFICATION)
- 0.4 SUMMIT will be available by telephone 24 hours per day, 7 days a week.
- 0.5 SUMMIT will provide Dr. Mo Osman to serve as dedicated Project Manager. Dr. Osman maintains a PhD in Chemistry and Engineering and is a registered PE. Dr. Osman has extensive experience with program requirements having run various projects in the Ohio Valley and the USA. Dr. Osman has provided expert testimony in Ohio and throughout the USA, and for this project he will provide expert testimony at legal proceedings, upon request.

### **SCOPE**

SUMMIT understands accepts and agrees to comply with all requirements stated in **STEPS 1-4 in the section titled "Scope" of this RFQ #DEP 15365.**

### **Practical Quantitation Limits**

SUMMIT understands accepts and agrees to comply with all requirements stated in the section Practical Quantitation Limits of this RFQ #DEP 15365.

**PRIME VENDOR RESPONSIBILITIES**

SUMMIT understands accepts and agrees to comply with all requirements stated in the **PRIME VENDOR RESPONSIBILITIES** of this RFQ #DEP 15365.

**SUBCONTRACTORS**

SUMMIT understands accepts and agrees to comply with all requirements stated in the **SUBCONTRACTORS** section of this RFQ #DEP 15365.

**CONFIDENTIALITY**

SUMMIT understands accepts and agrees to comply with all requirements stated in the **CONFIDENTIALITY** section of this RFQ #DEP 15365.

**MISCELLANEOUS PROVISIONS**

SUMMIT understands accepts and agrees to comply with all requirements stated in the **MISCELLANEOUS PROVISIONS NUMBERS 1-9** of this RFQ #DEP 15365.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 1	
2. AMENDMENT/MODIFICATION NO. 000002		3. EFFECTIVE DATE 03/17/2011		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY CODE OSM, APPALACHIAN REGION Three Parkway Center PITTSBURGH PA 15220		S20		5. PROJECT NO. (If applicable)	
		7. ADMINISTERED BY (if other than Item 6) OSM, Appalachian Region Three Parkway Center Pittsburgh PA 15220		CODE S20	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SUMMIT ENVIRONMENTAL TECHNOLOGIES, INC. 3310 WIN STREET CUYAHOGA FALLS, OHIO 44233		(x) 9A. AMENDMENT OF SOLICITATION NO. S11PS00043		9B. DATED (SEE ITEM 11) 03/20/2011	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 0 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)


WV MTM-VF WATER QUALITY ANALYSIS

a. The purpose of this amendment is to incorporate changes to the attached Statement of Work and Table 1 as a result of questions received from prospective bidders. Changes to both documents have been highlighted in yellow.

b. The date/time for receipt of offers remains 2:30 PM ET on 03/25/2011. Acknowledgement of Amendments is required.

c. All other terms and conditions remain the same.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Elvin J. Chavez / Vice President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lydia Gashel	
15B. CONTRACTOR/OFFEROR 		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
15C. DATE SIGNED 3/22/11		16C. DATE SIGNED	



**Attachment I**

**WEST VIRGINIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF WATER AND WASTE MANAGEMENT**

**Annual Certified Parameter List**

for

**SUMMIT ENVIRONMENTAL TECHNOLOGIES, INCORPORATED  
CUYAHOGA FALLS, OHIO**

**PARAMETERS CERTIFIED**

**LIMITED CHEMISTRY:** pH(Field Test)(SM20th4500-H B), Phenolics, Total(SM20th5310 D), Phosphorus, Total(SM20th4500-P B.5 + SM20th4500-P E), Cyanide, Reactive(SW9010B), Cyanide, Total(SW9010B), Cyanide, Total(SW9014), Sulfide(SW9030B), Sulfide, Reactive(SW9030B), Sulfide, Reactive(SW9034A), Sulfide(SW9030B), Sulfide(SW9034A), Oil & Grease(EPA1664A), Oil & Grease(SW9070), Oil & Grease(SW9071B), Corrosivity, pH (Lab)(SW9040C), Corrosivity, pH(Solid & Waste)(SW9045D), Phenolics(SW9065)

**IC:**

EPA300.0 Rev 2.1-1993 - Bromide, Chloride, Fluoride, Nitrate, Nitrate-Nitrite, Nitrite, Phosphorus, Ortho, Sulfate

SW9056 - Bromide, Chloride, Fluoride, Nitrate, Nitrate-Nitrite, Nitrite, Phosphorus, Ortho, Sulfate

**Demand:** Oxygen, Chemical, (COD)(SM20th5220 C), Organic Carbon, Total, (TOC)(SM20th5310 B)

SM20th5210 B - Oxygen, Biochemical, (BOD), Oxygen, Biochemical, Carbonaceous, (CBOD)

**Nitrogen:** Ammonia(SM20th4500-NH3 B + SM20th4500-NH3 F), Kjeldahl, Total, (TKN)(SM20th4500Norg B + SM20th4500NH3 B + SM20th4500NH3 D)

**Solids:** Dissolved(SM20th2540 C), Suspended(SM20th2540 D), Total(SM20th2540 B)

**ICP:** Phosphorus, Total(EPA200.7 Rev 4.4-1994)

**MISCELLANEOUS:** Surfactants, (MBAS)(SM20th5540 C), Total Organic Halides(SW9020B), Total Organic Halides(SW9023)

**METALS:****ICP:**

EPA200.7 Rev 4.4-1994 – Aluminum, Antimony, Arsenic, Barium, Beryllium, Cadmium, Calcium, Chromium, Cobalt, Copper, Iron, Lead, Magnesium, Manganese, Nickel, Phosphorus, Selenium, Silicon, Silver, Sodium, Thallium, Tin, Titanium Vanadium, Zinc

SW6010B - Aluminum, Antimony, Arsenic, Barium, Beryllium, Cadmium, Calcium, Chromium, Cobalt, Copper, Iron, Lead, Magnesium, Manganese, Nickel, Phosphorus, Selenium, Silicon, Silver, Sodium, Thallium, Tin, Titanium Vanadium, Zinc

**CVAA: Mercury(EPA245.1 Rev 3.0-1994)**

**CVAA-Liquids: Mercury(SW7470A)**

**CVAA-Solids: Mercury(SW7470A)**

**CVAFS: Mercury(EPA1631E)**

**Digestion: Acid Digestion of Aqueous samples(EPA200.2)**

**SAMPLING: Sampling Ambient Water(EPA1669)**

**ORGANICS:**

**GC/MS: Purgeables(VOAs)(EPA624), Nonpurgeables(EPA625), Volatile Organic Compounds(VOAs)(SW8260B), Semivolatile Organic Compounds(SW8270C)**

**GC: Chlorinated Herbicides(EPA615), Total Petroleum Hydrocarbons(TPH) (SW8015B) (Fuels)(GRO & DRO), Halogenated & Aromatic Volatiles(SW8021B)(BTEX & MTBE), Organochlorine Pesticides(SW8081A), Polychlorinated Biphenyls(SW8082), Organophosphorus Compounds(SW8141A)**

**HRGC/HRMS: Dioxins & Furans (PCDD/F)(EPA1613B), 2,3,7,8-Tetrachlorodibenzo-p-dioxin(EPA1613B), Dioxins & Furans (PCDD/F)(SW8290)**

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**HAZARDOUS WASTE:**

**Characteristics:** Reactivity, Cyanide(SW Chapter 7.3.3.2), Reactivity, Sulfide(SW Chapter 7.3.4.2), Ignitability(SW1010), Cyanide, Reactive(SW9010B), Cyanide, Reactive(SW9014), Sulfide, Reactive(SW9030B), Sulfide, Reactive(SW9034A), Corrosivity, pH(Lab)(SW9040C), Corrosivity, pH(Solid & Waste)(SW9045D)

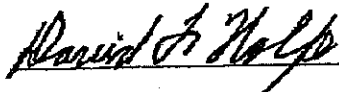
**Digestion:** Acid Digestion of Aqueous Samples(EPA200.2), Acid Digestion of Water(SW3005A), Acid Digestion of Aqueous Samples & Extracts(SW3010A), Acid Digestion of Sediments, Sludges, & Soils(SW3050B)

**Extractions:** Separatory Funnel Liquid-Liquid(SW3510C), Soxhlet(SW3540C), Pressurized Fluid (PFE)(SW3545A), Ultrasonic(SW3550C), Waste Dilution(SW3580A), Purge & Trap For Aqueous Sample(SW5030B), Closed System Purge & Trap(SW5035)

**Toxicity:** TCLP (Metals & Organics)(SW1311)

This laboratory may test **ONLY** for those environmental parameters listed above for compliance reporting purposes. All testing must be by the test method cited in the current application for certification.

Certificate No. 248.



Issued On, 28 February 2010.

David F Wolfe, PhD  
Quality Assurance Officer



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

**Request for Quotation**

REQ NUMBER
DEP15365

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION
CHUCK BOWMAN 304-558-2157

RFQ COPY

TYPE NAME/ADDRESS HERE

ENVIRONMENTAL PROTECTION,  
 DEPARTMENT OF  
 DIVISION OF LAND RESTORATION  
 601 57TH STREET  
 CHARLESTON, WV  
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/24/2011				
BID OPENING DATE: 03/23/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
001	1	LS		961-48		
<p>GENERAL ANALYSIS OF WATER AND SOIL FIELD TESTING</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING QUOTATIONS FROM QUALIFIED VENDORS TO PROVIDE THE AGENCY WITH PACKAGE ORGANIC ANALYSIS OF WATER AND SOIL PER THE FOLLOWING SPECIFICATIONS, SCOPE OF WORK, TERMS &amp; CONDITIONS, BID REQUIREMENTS, AND THE ATTACHED BID SCHEDULE.</p> <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)</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Chris J. [Signature]</i>	TELEPHONE 505-345-3335	DATE 3/22/11
TITLE VICE PRESIDENT	FEIN 34-1773575	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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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
DEP15365

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION,  
 DEPARTMENT OF  
 DIVISION OF LAND RESTORATION  
 601 57TH STREET  
 CHARLESTON, WV  
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
02/24/2011				
BID OPENING DATE	03/23/2011		BID OPENING TIME 01:30PM	

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 315-345-3335	DATE 3/22/11
TITLE VICE PRESIDENT	FEIN 34-1773575	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
DEP15365

PAGE
3

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

ENVIRONMENTAL PROTECTION,  
 DEPARTMENT OF  
 DIVISION OF LAND RESTORATION  
 601 57TH STREET  
 CHARLESTON, WV  
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
02/24/2011				

BID OPENING DATE: 03/23/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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.: DEP15365</p> <p>BID OPENING DATE: 03/23/2011</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:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>[Signature]</i>	TELEPHONE 505-345-3335	DATE 3/22/11
TITLE VICE PRESIDENT	FAX 34-1773575	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
DEP15365

PAGE
4

ADDRESS CORRESPONDENCE TO BE MENTIONED
CHUCK BOWMAN 304-558-2157

RFQ COPY  
 TYPE NAME/ADDRESS HERE

ENVIRONMENTAL PROTECTION,  
 DEPARTMENT OF  
 DIVISION OF LAND RESTORATION  
 601 57TH STREET  
 CHARLESTON, WV  
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/24/2011				

BID OPENING DATE: 03/23/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
-----						
***** THIS IS THE END OF RFQ DEP15365 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>John D. [Signature]</i>	TELEPHONE 505-345-3335	DATE 3/22/11
TITLE VICE PRESIDENT	FEIN 34-1773575	ADDRESS CHANGES TO BE NOTED ABOVE

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



## DEP15365

## METHOD SW-846

## Quick Package Reference Costs

ITEM NO.	Quan.	DESCRIPTION	UNIT PRICE	AMOUNT
	***			
1	10	8081A Organochlorine Pesticides GC	\$ 85	\$ 850
2	5	8082 PCBs by GC	\$ 45	\$ 225
3	20	8270 PAH by GC/MS	\$ 85	\$ 1700
4	20	8270 PAH (SIM)	\$ 90	\$ 1800
5	30	BTEX 8021B/8260B	\$ 25	\$ 750
6	30	BTEX (8021B)/MTBE (8021B)	\$ 40	\$ 1200
7	30	BTEX (8021B)/GRO (8015B)	\$ 45	\$ 1350
8	30	BTEX (8021B)/DRO/GRO (8015B)	\$ 70	\$ 2100
9	30	BTEX (8021B)/GRO (8015B)/MTBE (8021B)	\$ 60	\$ 1800
10	30	BTEX (8021B)/DRO/GRO (8015B)/MTBE (8021B)	\$ 75	\$ 2250
11	30	BTEX/MTBE/TBA/EDB/EDC by 8260B (SIM)	\$ 80	\$ 2400
12	10	TPH-ORO (8015B)	\$ 40	\$ 400
13	10	TPH-GRO (8015B)	\$ 30	\$ 300
14	10	TPH-DRO (8015B)	\$ 40	\$ 400
15	10	TPH-GRO/DRO (8015B)	\$ 65	\$ 650
16	20	TPH-GRO/DRO/ORO (8015B)	\$ 75	\$ 1500
17	100	Terra Core Sampling Kit	\$ 10	\$ 1000
Collection of Samples - Cost Associated with collection from DEP offices				
18	1	Charleston Office, 601 57 <sup>th</sup> St., SE, Charleston, WV 25304	\$ 75	\$ 75
19	1	Teays Office, PO Box 662, Teays, WV 25596	\$ 75	\$ 75
20	1	Fairmont Office, 2031 Pleasant Valley Road, Fairmont, WV 26554	\$ 75	\$ 75
21	1	Romney Office, HC 63 Box 2545, Romney, WV 26757	\$ 75	\$ 75
22	1	French Creek Office, P.O. Box 38, French Creek, WV 26218	\$ 75	\$ 75
23	1	Wheeling Office, 131 A Peninsula Street, Wheeling, WV 26003	\$ 75	\$ 75
24	1	Parkersburg Office, 2311 Ohio Ave., Parkersburg, WV 26010	\$ 75	\$ 75
25	1	Oak Hill Office, 254 Industrial Drive, Oak Hill, WV 25901	\$ 75	\$ 75
26	1	24 Hour Turn-Around Rush Orders**	\$ 100 <sup>90</sup>	\$
27	1	48 Hour Turn-Around Rush Orders**	\$ 50 <sup>90</sup>	\$
28	1	72 Hour Turn-Around Rush Orders**	\$ 25 <sup>90</sup>	\$
<b>TOTAL</b>				<b>\$ 21,500</b>

All unit pricing quoted should be based on standard (not to exceed two weeks) turn-around time.

\*\*During emergency situations samples may be requested on a quicker turn-around basis.

\*\*\* Quantities are estimated for bid purposes. Actual quantities shall vary and are not guaranteed.

RFQ No. DEP 15365

STATE OF WEST VIRGINIA  
Purchasing Division

**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 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 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.

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Summit ENVIRONMENTAL TECHNOLOGIES, INC.

Authorized Signature: [Signature] Date: 3/22/11

State of New Mexico

County of Bernalillo, to-wit:

Taken, subscribed, and sworn to before me this 22<sup>nd</sup> day of March, 2011.

My Commission expires August 31, 2015

AFFIX SEAL HERE

NOTARY PUBLIC Gloria A. Hawker