



CHARDON
Clean.Green.Labs.

ISO 9001 • An Employee Owned Company • www.chardonlabs.com • 800-848-9526

January 27, 2011

Ms. Krista Ferrell
State of West Virginia
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Dear Krista,

We greatly appreciate the opportunity to bid on the Monthly Water Treatment Services for The State of West Virginia Department of Administration locations per the attached **Request for Quotation # GSD 116661.**

We agree to provide proper water management, including water treatment and testing for the State of West Virginia Department of Administration Buildings, **per specifications in your RFQ**, making recommendations and suggestions, pointing you in the right direction for immediate and long-term goals. Keeping your systems running efficiently, saving on utilities and extending the life of your equipment are of utmost consideration.

Included, are the following:

- Quoted Pricing
- West Virginia Vendor Registration
 1. WV-1A (application sent in with fees)
 2. WV-96
 3. Purchasing Affidavit
- Professional References
- Signed and dated **RFQ GSD116661**
- Procedure for Water Treatment Services (Schedules 12, 13 & 14, Service Report)
- MSDS for Proposed Chemicals
- Signed and dated Bidder Signature Page
- Detailed list of the equipment to be used and method of delivery into systems
- Information regarding Chardon's **eReport**

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PURCHASING DIVISION
STATE OF WV

We would like to take the opportunity to highlight a few of the unique features of a **Chardon Water Treatment Program**:

Service Technician/Service Truck

Your company facilities will be serviced by a service technician (not a salesperson) in a fully equipped service truck. As part of our visits, our technician will inspect your systems starting with the tower and working down to the sump and processes. The service trucks carry replacement parts for more responsive replacement/repair of broken water treatment equipment. In addition, we stock replacement parts for all the equipment we are recommending. Our service technicians are able to make immediate repairs to any disabled pumps, controllers, valves or meters, further assuring the success of the program. Our monthly visits include over **14 tests** to insure your systems will operate efficiently until our next visit. He also has a checklist of preventative maintenance items he performs on every service visit to assure proper operation of your water treatment equipment. (See Chardon Service Report.)



Water Treatment Equipment

The largest cost of water treatment is increased electrical cost caused by scaled/fouled systems or high water/sewer cost due to excessive water usage. An investment in superior quality equipment will insure the maximum utility savings and give you the hands off program you desire. At your option, Chardon can install the equipment to meet plumbing and electrical code on a time and material basis. We can also work with you on the installation to reduce the cost.

ISO Certification

Chardon is ISO-9000 certified. We have not only certified our chemical but also our service and our results. Our ISO-9000 quality statement is "guaranteed waterside solutions". Using an outside vendor that is ISO certified should streamline your auditing process.

Chardon's formulations and full water treatment programs stand foremost in the field. We feel the chemicals and/or chemical free systems are only part of the water treatment program. Service and a long-term cooperative relationship will provide the final objective- *clean systems!*

We would welcome the opportunity to serve your needs and name The State of West Virginia among our family of satisfied customers.

Sincerely,



Faith Weller
Chardon Laboratories, Inc.

614-226-4832 (cell)

weller.faith@gmail.com
fweller@chardonlabs.com

Clay Tracy
Chardon Laboratories, Inc.

614-419-2474 (cell)

ctracy@chardonlabs.com

www.chardonlabs.com



Why Chardon?

Chardon Laboratories

1. A service company that provides chemical as part of the service
2. Over 40 Years water treatment experience.
3. **Guaranteed Service:** Monthly service visits by a uniformed service technician with a fully-equipped service van. Service reports each visit.
4. **Guaranteed Firm Annual Price:** Quarterly invoicing available for increased budget control.
5. **Guaranteed Scale Free System.**
6. We manage chemicals with an emphasis on minimizing energy, water, sewer and chemical costs.
7. Flexible program allows change in concentrations and product blends as needed.
8. Products delivered and mixed by service technicians.
9. Emergency service to repair equipment and replace chemicals as needed.
10. Optimize system to use less water and less fuel- which saves you money.
11. Service analysis with all standard tests plus on-site copper and iron tests to ensure low corrosion levels.
12. Removal and disposal of all chemical containers.
13. Chemicals shipped in concentrate to save money.
14. Check, maintain and repair (as needed) all pumps, controllers and bleed equipment to ensure proper operation until our next visit.

Competition

1. A chemical company interested in selling more chemical
2. Service by sales people -- Monthly? Quarterly?
3. No guaranteed firm annual price because they sell chemicals and want to sell more of it.
4. Rarely guarantee results.
5. Sells chemicals -- the more the better because sales commissions depend on it.
6. Premixed by the drum (ineffective product become waste.)
7. 98% inert ingredients (this is water.)
8. Emergency service?
9. Use more water so you need more chemicals (higher water, sewer and chemical bills.)

Get the Picture?

The competition does not deliver.
If a company tells you they can provide the type of service Chardon delivers, we would like to show you the Chardon difference.

Only Chardon Delivers!!

1-800-848-9526



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

Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF
**KRISTA FERRELL
 304-558-2596**

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**Chardon Laboratories
 7300 Tussing Road
 Reynoldsburg OH 43068-4111**

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**DEPARTMENT OF ADMINISTRATION
 VARIOUS LOCALES AS INDICATED
 BY ORDER**

DATE PRINTED 12/29/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 01/27/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	MN		962-23	<i>\$15,748/month</i>	<i>\$68,976</i>
<p>MONTHLY WATER TREATMENT SERVICES</p> <p>REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF GENERAL SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN END CONTRACT FOR WATER TREATMENT SERVICES FOR VARIOUS DEPARTMENT OF ADMINISTRATION OWNED AND OPERATED BUILDINGS PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 01/12/2011 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED SHALL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>SITE VISITS MAY BE ARRANGED BY CONTACTING DAVID PARSONS, OPERATIONS AND MAINTENANCE MANAGER AT 304-558-0689 OR VIA EMAIL AT DAVID.K.PARSONS@WV.GOV.</p> <p>ANY VERBAL COMMUNICATION BETWEEN THE VENDOR AND ANY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>John Wells</i>	TELEPHONE <i>614-860-1000</i>	DATE <i>1-27-11</i>
TITLE <i>Sales Rep</i>	FEIN <i>31-0719008</i>	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

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GSD116661

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL
304-558-2596

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PROPOSAL

SHIP TO

DEPARTMENT OF ADMINISTRATION
 VARIOUS LOCALES AS INDICATED
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/29/2010				
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>STATE PERSONNEL IS NOT BINDING, INCLUDING THAT MADE DURING SITE VISITS. TECHNICAL QUESTIONS RESULTING FROM SITE VISITS MUST BE SUBMITTED IN ACCORDANCE WITH THE ABOVE PROVISIONS. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE RFQ SPECIFICATIONS BY AN OFFICIAL WRITTEN ADDENDUM BY PURCHASING IS BINDING.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 ✓</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Fath Wells</i>	TELEPHONE <i>614-860-1006</i>	DATE <i>1-27-11</i>
TITLE <i>Sales Rep</i>	FEIN <i>31-0719008</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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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

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ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL
304-558-2596

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DEPARTMENT OF ADMINISTRATION
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/29/2010				
BID OPENING DATE: 01/27/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....<i>Faith Wells</i>..... SIGNATURE</p> <p>.....<i>Chardon Laboratories, Inc.</i>..... COMPANY</p> <p>.....<i>1-27-11</i>..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 1</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Faith Wells</i>	TELEPHONE 614-860-1000	DATE 1-27-11
TITLE <i>Sales Rep</i>	FEIN 31-0719008	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

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ADDRESS CORRESPONDENCE TO ATTENTION OF
**KRISTA FERRELL
 304-558-2596**

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VENDOR

SHIP TO

**DEPARTMENT OF ADMINISTRATION
 VARIOUS LOCALES AS INDICATED
 BY ORDER**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/29/2010				

BID OPENING DATE: 01/27/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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) SUCCESSIVE 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 WITH 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>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>John Wells</i>	TELEPHONE 614-860-1000	DATE 1-27-11
TITLE <i>Sales Rep</i>	FEIN 31-0719008	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

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ADDRESS CORRESPONDENCE TO ATTENTION OF
**KRISTA FERRELL
 304-558-2596**

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VENDOR

SHIP TO

DEPARTMENT OF ADMINISTRATION
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED 12/29/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **01/27/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>REV. 9/98</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</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: KRISTA FERRELL-FILE 21</p> <p>RFQ. NO.: GSD116661</p> <p>BID OPENING DATE: 01/27/2011</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Falk Wells</i>	TELEPHONE 614-860-1000	DATE 1-27-11
TITLE Sales Rep	FEIN 31-0719008	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

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GSD116661

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ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL
304-558-2596

RFQ COPY
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DEPARTMENT OF ADMINISTRATION
 VARIOUS LOCALES AS INDICATED
 BY ORDER

PURCHASER

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/29/2010				

BID OPENING DATE: **01/27/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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: ----- 614-759-2558 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Faith Weller or Clay Tracy -----</p> <p>***** THIS IS THE END OF RFQ GSD116661 ***** TOTAL: <u>\$168,976</u></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Faith Weller</i>	TELEPHONE 614-860-1000	DATE 1-27-11
TITLE Sales Rep	FEIN 31-0719008	ADDRESS CHANGES TO BE NOTED ABOVE

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

**REQUEST FOR QUOTATIONS #GSD116661
WATER TREATMENT SERVICES
DEPARTMENT OF ADMINISTRATION-OWNED FACILITIES
GENERAL SERVICES DIVISION
1900 Kanawha Boulevard, East
Charleston, WV**

Location: West Virginia Department of Administration
Buildings Listed Herein

For: State of West Virginia
General Services Division
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

This Request for Quotation also includes the following documents:

1. Attachment A: GSD116661 Bid Form
2. Attachment B: GSD116661 Location Schedule

Bidders can arrange site visits prior to the bid opening date by contacting Dave Parsons, Operations & Maintenance Manager, GSD, at (304)558-0689 or email David.K.Parsons@wv.gov.

SECTION 1: DEFINITIONS

- A. The Department of Administration, General Services Division, State Capitol Complex, Building 1, Room MB-60, Charleston, West Virginia 25305, shall be referred to as "the Agency."
- B. The successful bidder or vendor shall be called the "Contractor."
- C. The "Contract" shall refer to the binding agreement that is entered into between the State of West Virginia and the Contractor to provide the services as herein specified.
- D. "Agency Representative" shall be defined as the person designated by the Director of the General Services Division as having authority to act on behalf of the General Services Division.
- E. Days designated by W.Va. Code §2-2-1 as legal holidays (i.e. new Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, West Virginia Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Lincoln's Day, and Christmas Day).

- F. "Testing" means the Contractor shall perform a water quality test upon the completion of an ordered treatment to ensure water quality meets the technical specifications required in Section 3.

SECTION 2: SCOPE OF WORK

The Contractor shall provide monthly water treatment, testing, and quarterly Legionella testing service as set forth and in accordance with all applicable federal, state, and local regulations in buildings owned and operated by the West Virginia Department of Administration. The water treatment program is to include all boiler systems, cooling towers, chillers, water loops, condensate lines and tanks or other systems identified by General Services.

2.1 Regular Maintenance Services:

The Vendor shall establish a monthly preventative program to eliminate or minimize corrosion and the formation of adherent mineral deposits in the boilers, steam lines, valves, heat exchangers, traps, condensate systems and heat transfer surfaces of related equipment.

The Vendor shall also establish a monthly preventative program to eliminate or minimize corrosion, the formation of adherent mineral deposits, algae and slime formation and bacterial growth on heat transfer surfaces in re-circulating water line circuits including cooling towers, closed chilled water and hot water systems and closed -loop heat pump systems.

The Vendor shall provide on-site scientific expertise to analyze problems relating to water treatment discovered during maintenance activities.

2.2 Quarterly Legionella Testing:

The Vendor will perform monthly testing on all specifications (section G) with the exception of Legionella which will be performed quarterly in accordance with AIHA and ASTM guidelines. Legionella will be tested at all closed loops, towers and all other sites in which towers are present. Test results will be provided to GSD at no additional cost. All testing cost associated with this contract should be incorporated into the bid form.

2.3 Equipment and Chemicals:

All equipment and chemicals used for water treatment must be in conformance with all applicable federal, state, and local regulations. Vendors shall utilize a water-usage based program utilizing meters and post-bleed controllers.

All chemical feed equipment is to be installed by the vendor at no additional charge to The State of West Virginia and maintained by the vendor during the duration of the service contract. Equipment is to be installed within 45 days from the effective date of the contract. The Contractor shall provide staff and materials to maintain proper systems treatment by manual means until such time equipment is installed.

The Contractor shall furnish the following information prior to award of the contract:

- Detailed list of the equipment to be used and method of delivery into the various systems
- Copies of all MSDS of chemicals/products to be utilized shall be furnished to the safety department prior to introduction of product onto the premises.

All discharges into the sewage system from cooling tower bleed-off, boiler blow down or system draining must meet all federal, state and local regulations. The use of molybdates is prohibited.

2.4 Costs

Treatment and Testing Services: The Contractor shall provide an all inclusive flat monthly rate for all services to be included under this Contract. This monthly rate shall include all Treatment and Testing Services. The Contractor shall be responsible for all treatment chemicals associated with the performance and specifications, located in of this Contract. The Contractor shall be responsible for all mileage and travel costs, including travel time, associated with the performance of this Contract.

All travel costs must be incorporated into the monthly cost bid.

2.5 Facility Access:

The Agency will permit access to the facilities and will allow the Contractor to utilize shop facilities. Access keys will be provided to the Contractor and inventoried by the Agency. The Contractor must sign for all access keys and return them upon expiration of this Contract.

Work will be performed during normal business hours, 8:00am to 5:00 pm. Monday through Friday excluding State recognized holidays.

2.6 Facilities

The Agency maintains buildings throughout the State, with the majority located in the Charleston metro area. A listing of facilities for which service may be requested is located in Attachment B. The Agency reserves the right to not request service in any of the buildings covered by this Contract. Statewide buildings may be added to this list during the life of the Contract only by mutual agreement of both the Agency and the Contractor, through formal change order. The Contractor shall service added buildings under the same terms and conditions contained herein.

SECTION 3: WATER QUALITY TECHNICAL SPECIFICATIONS

3.1 Closed hydronic systems, including hot-water heating and chilled water, shall have the following water qualities:

- A. pH: Maintain a value within 9.0 to 10.5
- B. "P" Alkalinity: Maintain a value within 100 to 500 ppm.
- C. Boron: Maintain a value within 100 to 200 ppm.
- D. Chemical Oxygen Demand: Maintain a maximum value of 100 ppm.
- E. Soluble Copper: Maintain a maximum value of 0.20 ppm.
- F. TDS: Maintain at 3000 ppm with a maximum of 5000 ppm.
- G. Ammonia: maintain a maximum value of 20 ppm.
- H. Free caustic alkalinity: Maintain a maximum value of 20 ppm.
- I. Microbiological Limits:
 - 1) Total Aerobic Plate Count: Maintain a maximum value of 1000 organisms/ml.
 - 2) Total Anaerobic Plate Count: Maintain a maximum value of 100 organisms per ml.
 - 3) Nitrate Reducers: Maintain a maximum value of 100 organisms per ml.
 - 4) Sulfate Reducers: Maintain a maximum value of 0 organisms per ml.
 - 5) Iron Bacteria: Maintain a maximum value of 0 organisms per ml.

3.2 Steam boiler systems and steam condensate systems shall have the following water qualities:

- A. Steam Condensate:
 - 1) pH: Maintain a value within 7.8 to 8.4

- 2) Total Alkalinity: Maintain a value within 5 to 50 ppm.
- 3) Chemical Oxygen Demand: Maintain a maximum value of 15ppm.
- 4) Soluble Copper: Maintain a maximum value of 0.20 ppm.
- 5) TDS: Maintain a maximum value of 100 ppm.
- 6) Ammonia: Maintain a maximum value of 20 ppm.
- 7) Total Hardness: Maintain a maximum value of 2 ppm.

B. Steam boilers operating at 15 psig and less shall have the following water qualities:

- 1) "OH" Alkalinity: maintain a value within 200 to 400 ppm.
- 2) TDS: Maintain a value within 600 to 3000 ppm.

C. Steam boilers operating at more than 15 psig shall have the following water qualities:

- 1) "OH" Alkalinity: 200 to 400 ppm.
- 2) TDS: Maintain a value within 600 to 1200 ppm to a maximum 30 times return water TDS.

3.3 Passivation for galvanized steel for the first 60 days of operation.

- A. pH: Maintain a value within 7 to 8.
- B. Calcium Carbonate Hardness: Maintain a value within 100 to 300 ppm.
- C. Calcium Carbonate Alkalinity: Maintain a value within 100 to 300 ppm.

SECTION 4: RELEASE ORDERS AND INVOICING

4.1 Release Orders

Prior to beginning any work the Agency will issue a written release order to the Contractor. This release order shall have a unique number and reference the master contract number for the master contract. Issuance of the release order to the Contractor shall be considered authorization to perform said service. No work other than that specified on the individual release order shall be undertaken by the Contractor.

The Contractor shall provide the Agency with valid email addresses and fax numbers to which release orders may be communicated.

4.2 Invoices

Invoices shall be submitted to the Agency for payment monthly (in arrears) and must include the following information:

1. Copies of all service orders or inspection reports signed and dated by the Agency Representative (prior to their submittal with invoices for payment).
2. FEIN number, complete address of vendor, Agency release order number, and master contract number.

Invoices shall be mailed to the following address:

Department of Administration
General Services Division
State Capitol Complex
Building 1, Room MB-68
1900 Kanawha Blvd. E.
Charleston, West Virginia 25305

Should the Contractor be requested by the Agency or volunteer to submit invoices electronically, invoices must meet the digital requirements of the WV State Auditor's Office.

SECTION 5: ADDITIONAL TERMS AND CONDITIONS

5.1: The relationship of the Contractor to the State of West Virginia shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this Contract. The Contractor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents. The Contractor will be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Contract. Neither the Contractor nor any employees or sub-contractors of the Contractor shall be deemed to be employees of the State for any purposes whatsoever. The wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred obligations, and licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing are the Contractor's responsibility. The Contractor shall hold harmless the State of West Virginia and the Agency and shall provide the State of West Virginia and

the Agency with a defense against any and all claims including but not limited to, the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns. The Contractor shall not assign, convey, transfer, sub-contract, or delegate any of its responsibilities and obligations under this Contract to any person, corporation, partnership, association, or entity without express written consent of the Agency.

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

5.3: The Contractor further agrees to comply with the Civil Rights Act of 1964 and all other applicable federal, state, and local government regulations.

5.4: All work, materials, and equipment shall comply with the rules and safety regulations of all codes and ordinances of local, state and federal authorities. At a minimum, the services and repairs shall comply with the current editions in effect 30 days prior to receipt of bids of the following codes:

5.5: The Contractor shall procure all necessary permits and licenses to comply with all applicable laws, federal, state, or municipal, along with all regulations, and ordinances of any regulating body.

5.6: The Contractor shall pay any applicable sales, use, or personal property taxes arising out of this Contract and the transactions contemplated thereby. Any other taxes levied upon this Contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this Contract.

GSD116661-Attachment A-Bid Form

Standard Testing and Treatment

LOCATION	Monthly Cost	Qty	Yearly Cost
<u>Capitol Complex Campus</u>			
Bldg. 1 Main Capitol Bldg	\$ 50	12	\$ 600
Bldg. 2 DMV Bldg	\$ 50	12	\$ 600
Bldg. 4 112 California Avenue	\$ 150	12	\$ 1,800
Bldg. 5 Highways	\$ 1,584	12	\$ 19,000
Bldg. 6 Education	\$ 100	12	\$ 1,200
Bldg. 8 Governor's Mansion	\$ 50	12	\$ 600
Bldg. 11 Chilled Water Plant	\$ 300	12	\$ 3,600
Bldg. 17 Finance(2101 Wash St.)	\$ 200	12	\$ 1,400
<u>Off Campus</u>			
Bldg. 22 Tax & Revenue	\$ 200	12	\$ 2,400
Bldg. 23 Beckley (407 Nevill St)	\$ 300	12	\$ 3,600
Bldg. 25 Parkersburg (5th & Avery)	\$ 225	12	\$ 2,700
Bldg. 36 One Davis Square	\$ 300	12	\$ 3,600
Bldg. 37 DEP (Kanawha City)	\$ 650	12	\$ 7,800
Bldg. 86 Greenbrooke (Smith St)	\$ 165	12	\$ 1,980
Rehab Center (Institute, WV)	\$ 500	12	\$ 6,000
TOTAL ANNUAL STANDARD			<u>\$ 56,880 (A)</u>

Legionella Testing

LOCATION	# of Tests	Price per Test Per Facility	Quarterly Cost	Qty.	Yearly Cost
<u>Capitol Complex Campus</u>					
Bldg. 4 (112 California Avenue)	1	\$ 112	\$ 112	4	\$ 448
Bldg. 5 Highways	1	\$ 112	\$ 112	4	\$ 448
Bldg. 6 Education	1	\$ 112	\$ 112	4	\$ 448
Bldg. 11 Chilled Water Plant	6	\$ 112	\$ 672	4	\$ 2,688
Bldg. 17 Finance(2101 Wash St.)	2	\$ 112	\$ 224	4	\$ 896
<u>Off Campus</u>					
Bldg. 22 Tax & Revenue	2	\$ 112	\$ 224	4	\$ 896
Bldg. 23 Beckley (407 Nevill St)	1	\$ 112	\$ 112	4	\$ 448
Bldg. 25 Parkersburg (5th & Avery)	2	\$ 112	\$ 224	4	\$ 896
Bldg. 36 One Davis Square	3	\$ 112	\$ 336	4	\$ 1,344
Bldg. 37 DEP (Kanawha City)	3	\$ 112	\$ 336	4	\$ 1,344
Bldg. 86 Greenbrooke (Smith St)	1	\$ 112	\$ 112	4	\$ 448
Rehab Center (Institute, WV)	4	\$ 112	\$ 448	4	\$ 1,792
TOTAL ANNUAL LEGIONELLA					<u>\$ 12,096 (B)</u>
TOTAL BID (A + B) = C					<u>\$ 68,976 (C)</u>

**LOCATION SCHEDULE
ATTACHMENT C**

GSD 116661 Attachment B

Location Schedule

Building Location	System
Capitol Complex	
1. Building 1, Main Capitol, Basement	Loop Ch water/ steam reduce. Sta
3. Building 3, DMV, Basement	Loop Ch water/ steam reduce. Sta
4. 112 California Avenue	Loop Ch water/ steam reduce. Sta
5. Building 5, Highways,	3 Bryan boilers, chill loop, water softening station
6. Building 6, Education	10 n900 boilers/chill loop
8. Building 8, Governor's Mansion	Loop Ch water/ steam reduce. Sta
11. Chilled Water Plant	Chill loop/ Towers (Dolphin) treated, test ONLY & Legionella
17. Finance (2101 Washington Street)	21 water loop heat pumps
22. Tax and Revenue (1001 Lee St.)	Closed chill water loop- 2 boilers
23. Beckley (407 Neville St.)	Hydronic heat pumps- 1 boiler- tower
25. Parkersburg (5th and Avery St.)	Hydronic heat pums- 2 boilers- tower
36. One Davis Square (Charleston)	Loop chilled water-tower-boiler
37. DEP (Kanawha City)	Kinetco water units-2 mammoth boilers (test mammoth unit)
86. Greenbrooke (1124 Smith St, Chas.)	1 boiler, 25 water source heat pump, 4 towers, 1 cooling loop
Rehab Center (Institute, WV)	
A, C, E, F, K Building	1 cooling tower, 10 closed loops, 2 cold, 8 hot.

search

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Ohio Employers



log off



help



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glossary



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- Claim Reference Info »
- Communications profile
- Custom Services »
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- Policy Management »
- Programs »
- Quick pay
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- Forms
- Section Map
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OhioBWC - Employer - Service: (State construction contractor look-up) - Results

Policy number: 410957-0
 Company name: CHARDON LABORATORIES INC
 Construction contractor status: APPROVED
 Construction contractor status date: 7/17/2007 12:00:00 AM

search again

Note: BWC has designed this database for those responsible for ensuring that a construction contractor or subcontractor has a drug-free program that complies with HB 80 for any State of Ohio public improvement project. A contractor, subcontractor or lower-tier subcontractor in an APPROVED status has agreed to implement or has implemented a BWC-approved drug-free program (Drug-Free Safety or comparable program) which makes the company compliant with the mandate of the Ohio legislature through HB 80. While state contracting authorities are expected to review this database for the most current information, you may print this as verification of your current status.

Click the Help tab in the upper-right hand corner for more status definitions.

Online support available
 Monday through Friday
 7:30 a.m. - 5:30 p.m.
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Schedule No. 12: Cooling Tower,
Comfort and Process Systems



Agreement

Proposal Number: _____

Cooling Tower Standard Service

Plan A

Your Standard Service Includes:

- 1) Chemicals
- 2) Batching Chemicals
- 3) Shock Feed Biocides When Needed
- 4) Examination of Chemical Feed/Bleed Equipment
- 5) Any Necessary Adjustments of Chemical Feed/Bleed Equip.
- 6) Recalibration of Conductivity Controller
- 7) Check and Clean Conductivity Probe
- 8) Check and Clean Bleed Line Strainer
- 9) Check and Clean Bleed Solenoid
- 10) Inspect Tower Sump
- 11) Inspect and Sweep Distribution Pans (if automated biocide)
- 12) Remove all Chardon Shipping Containers
- 13) Special Training of Customer
- 14) Laboratory Water and Deposit Sample Analysis (as necessary)
- 15) Testing (as necessary):
 - a) Tower Condenser Water Tests (as necessary):

Specific Conductance	pH	Iron
Water Meter Readings	M Alkalinity	Inhibitor
Calcium Hardness	Chlorides	Cycles
Saturation Index	Mass Balance	Copper
 - b) Make-up Water Tests:

Specific Conductance	Calcium Hardness
M Alkalinity	Chlorides

Plan B

Your standard service includes everything in Plan A, except that chemicals are purchased separately.

Optional Services Purchased As Needed

Please check all applicable options:

- | | |
|--------------------------|--|
| <input type="checkbox"/> | 18) Test Kits (01) |
| <input type="checkbox"/> | 19) Reagents (02) |
| <input type="checkbox"/> | 20) Hand-held Conductivity Meter (03) |
| <input type="checkbox"/> | 21) Biological Testing (field or lab) (04) |
| <input type="checkbox"/> | 22) Repair/Maintain Chemical Feed/Bleed Equipment (05) |
| <input type="checkbox"/> | 23) Lay-up Treatment (06) |
| <input type="checkbox"/> | 24) Install Corrosion Monitoring Racks (07) |
| <input type="checkbox"/> | 25) Supply and Test Corrosion Coupons (08) |
| <input type="checkbox"/> | 26) Supply and Test Corratr Electrodes (09) |
| <input type="checkbox"/> | 27) Check Float Valve Operation (10) |
| <input type="checkbox"/> | 28) Repairs on a Time and Materials Basis (11) |
| <input type="checkbox"/> | 29) Replace Sand Filter Media Annually (12) |
| <input type="checkbox"/> | 30) Clean Sump (13) |
| <input type="checkbox"/> | 31) Tower Repair/Restoration (14) |
| <input type="checkbox"/> | 32) Legionella Testing (15) |
| <input type="checkbox"/> | 33) Other (16) |



HVAC WATERSIDE SERVICES™

General Offices & Plant
P.O. Box 1004
Columbus, Ohio 43216
(800) 848-9526



Schedule No. 13: Boilers, Return Line, Process & Comfort Systems

Proposal Number: _____

Steam Boiler Standard Service

Plan A

Your Standard Service Includes:

- 1) Chemicals
- 2) Batching Chemicals
- 3) Check Chemical Feed/Bleed Equipment
- 4) Adjust Chemical Feed/Bleed Equipment
- 5) Lay-up Treatment
- 6) Remove All Chardon Shipping Containers
- 7) Special Training of Customer
- 8) Laboratory Water and Deposit Sample Analysis (as necessary)
- 9) Steam Boiler Tests (as necessary):

Specific Conductance	OH Alkalinity	M Alkalinity
Water Meter Readings	pH	Inhibitor
Total Hardness	Iron	Chlorides
% Condensate Return	Cycles	Sulfite

10) Condensate Tests:

Specific Conductance	Iron	pH
----------------------	------	----

11) Feed Water (D.A./Surge) Tests:

Specific Conductance	Iron	pH
Chlorides	Sulfite	

12) Softener or Make-Up Water Tests:

Specific Conductance	Total Hardness	Chlorides
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Plan B

Your standard service includes everything in Plan A, except that chemicals are purchased separately.

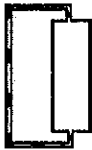
Optional Services Purchased As Needed

Please check all applicable options:

- 13) Test Kits (01)
- 14) Reagents (02)
- 15) Hand-held Conductivity Meter (03)
- 16) Repair Chemical Feed/Bleed Equipment (04)
- 17) Seasonal Lay-up Service (05)
- 18) Testing of Boiler(s) in Lay-up (06)
- 19) Other (07) _____



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 P.O. Box 1004
 Columbus, Ohio 43216
 (800) 848-9526



Schedule No. 14: Closed Systems and Hot Water Boilers

Proposal Number: _____

Closed Loop Standard Service

Plan A

Your Standard Service Includes:

- 1) Application of Chemical (Measuring and Feeding)
- 2) Change Filter Bag
- 3) Remove All Chardon Shipping Containers
- 4) Special Training of Customer
- 5) Laboratory Water and Deposit Sample Analysis (as necessary)
- 6) Testing (as necessary):

Inhibitor	pH	Specific Conductance
Copper	Iron	

Optional Services Purchased As Needed

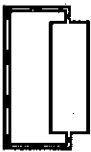
Please check all applicable options:

- | | |
|--------------------------|--|
| <input type="checkbox"/> | 7) Chemical Treatments (01) |
| <input type="checkbox"/> | 8) Test Kits (02) |
| <input type="checkbox"/> | 9) Reagents (03) |
| <input type="checkbox"/> | 10) Biological Testing (field or lab) (04) |
| <input type="checkbox"/> | 11) Install Corrosion Monitoring Rack (05) |
| <input type="checkbox"/> | 12) Supply and Test Corrosion Coupons (06) |

- | | |
|--------------------------|---|
| <input type="checkbox"/> | 13) Supply and Test Corratr Electrodes (07) |
| <input type="checkbox"/> | 14) Test Glycol Level and Freeze Point (08) |
| <input type="checkbox"/> | 15) Replace Sand Filter Media Annually (09) |
| <input type="checkbox"/> | 16) Other (10) _____ |
| _____ | |
| _____ | |
| _____ | |



General Offices & Plant
 P.O. Box 1004
 Columbus, Ohio 43216
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Schedule No. 14: Closed Systems and Hot Water Boilers

Proposal Number: _____

- 13) Supply and Test Corraters Electrodes (07)
- 14) Test Glycol Level and Freeze Point (08)
- 15) Replace Sand Filter Media Annually (09)
- 16) Other (10) _____

Closed Loop Standard Service

Plan A

Your Standard Service Includes:


- 1) Application of Chemical (Measuring and Feeding)
- 2) Change Filter Bag
- 3) Remove All Chardon Shipping Containers
- 4) Special Training of Customer
- 5) Laboratory Water and Deposit Sample Analysis (as necessary)
- 6) Testing (as necessary):

Inhibitor	pH	Specific Conductance
Copper	Iron	

Optional Services Purchased As Needed

Please check all applicable options:

- 7) Chemical Treatments (01)
- 8) Test Kits (02)
- 9) Reagents (03)
- 10) Biological Testing (field or lab) (04)
- 11) Install Corrosion Monitoring Rack (05)
- 12) Supply and Test Corrosion Coupons (06)



Chardon
HVAC WATERSIDE SERVICES™

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P.O. Box 1004
Columbus, Ohio 43216
(800) 848-9526



1-800-848-9526

Service Report

Date: _____

Time In/Out: _____

"Think Safety"

Service Months: _____

For the following tables: Test reading Services performed to correct a high or low reading.

Cooling Towers								Steam Boilers							
Test	Range					Make-up		Test	Range						
Saturation Index								Sulfite							
Chemical Level (Mo or P)								T. Hardness							
Calcium Hardness								Inhibitor							
M. Alkalinity								Specific Conductance							
Specific Conductance								M Alkalinity							
Iron								Oil Alkalinity							
Copper								pH							
pH								Iron							
Cycles								Chlorides							
Mass Balance								Cycles							
Chlorides								% Condensate Return							
Condensate				Feed Water D.A./Surge				Closed Loops							
Test	Range			Range				Test	Range						
Specific Conductance								Nitrite							
Iron								Molybdate							
pH								Hydrazine							
Chlorides								Iron							
Sulfite								Copper							
Softeners								Closed Loops							
Test	Range					Make-up		Test	Range						
Specific Conductance								pH							
T. Hardness								Specific Conductance							
Iron								Chemicals off truck: _____							
Chlorides								Order: _____							

Services Performed

- A. I batched the chemicals.
- B. I changed the batch formula to: _____
- C. I checked the chemical feed equipment.
- D. I adjusted the chemical feed equipment to: _____
- E. I removed Chardon Shipping containers.
- F. I changed the filter bag.
- G. I added treatment into the following closed loop: _____
- H. I took a sample to be analyzed by our research lab from: _____
- I. I added extra inhibitor treatment.
- J. I ordered more treatment and/or reagents.
- K. I cleaned the conductivity probe.
- L. I calibrated the conductivity controller.
- M. I checked and cleaned (as needed) the bleed solenoid.
- N. I checked and cleaned the bleed line strainer.
- O. I inspected the distribution pans.
- P. I swept the distribution pans (if automated biocide feed).
- Q. I added extra biocide.
- R. I inspected the tower sump.
- S. I provided instructions to hands-on personnel.
- T. I adjusted softener regeneration.
- U. I effectively managed water and energy usage to minimize utility bills.
- V. Water meter reading: _____

Batch Formula

Recommended Action for In-house Personnel

- 1. Use new batch formula for _____ (see batch card).
- 2. Increase blow down on steam boiler, or scaling and/or carryover could occur: Boiler(s)# 1--2--3--4--5--6
- 3. Decrease blow down on steam boiler to decrease utility bills: Boiler(s)# 1--2--3--4--5--6
- 4. Closed loop is losing water. Please find and correct losses in order to prevent corrosion and/or scaling.
- 5. Tower sump needs cleaned to prevent corrosion and biological problems.
- 6. Bleed line valve was closed. Please keep it open or scaling will occur.
- 7. Tower float needs to be fixed or adjusted.

Needed additions

- 8. Closed loop needs a filter to prevent corrosion from iron/debris in system.
- 9. Need new _____ because we cannot keep _____ system in balance with the present one.
- 10. Tower distribution pans need covers to eliminate extreme algae problems.
- 11. Need lay-up treatment to help minimize corrosion during winter/summer.
- 12. Need automated biocide feed system to control algae/slime build-up.

Comments: _____

- As of the completion of this service visit, all of your systems are in good balance, and you have excellent scale and corrosion protection.
- Your systems are operating as well as can be expected with the present equipment. I highly recommend # _____
- Because of the above recommended action, your location will require additional attention. Please perform recommendation(s) # _____
- I will take corrective action by _____

Service Technician: _____ Customer (I have received a copy of this report): _____

Please forward to _____

Category: Water Treatment Product



HAZARD RATINGS

■ HEALTH	0 MINIMAL
▨ FLAMMABILITY	1 SLIGHT
□ REACTIVITY	2 MODERATE
□ SPECIAL NOTICE	3 SERIOUS
	4 EXTREME

MATERIAL SAFETY DATA

CONTROLLED DOCUMENT

CHARDON LABORATORIES, INC.

7300 Tussing Road / Reynoldsburg, Ohio 43068 (614) 860-1000

PRODUCT IDENTIFICATION: Trade Name: **SN-7**

HAZARDOUS INGREDIENTS: Section 313 Supplier Notification: This product contains the following toxic chemicals subject to the reporting requirements of section 313 of the Emergency Planning and Community Right-To-Know Act of 1986 and of 40CFR372.

	Cas No.	Hazard	Wt. (%)	TLV
Tolytriazole	29385-43-1	Unknown	<1	NE
Sodium Nitrite	7632-00-0	Health/Fire	25-30	10ppm
Potassium Hydroxide, 45% Liquid	1310-58-3	Health	<5	2mg/m

PHYSICAL PROPERTIES:

Boiling Point:	Unknown.
Specific Gravity:	1.1756
Percent Volatile:	Unknown.
Evaporation Rate:	Unknown.
Solubility:	Complete in water.
pH:	12.0
Appearance & Odor:	Clear pale yellow liquid.

FIRST AID MEASURES:

Eyes: Immediately flush eyes with lots of running water for 15 minutes, lifting upper and lower eyelids occasionally. Get immediate medical attention.

Skin: Immediately wash skin with lots of soap and water. Remove contaminated clothing and shoes, launder before reuse. Get medical attention if irritation persists after washing.

Ingestion: Immediately drink large quantities of water. Call a physician at once. **Do not give anything by mouth if the person is unconscious or if having convulsions.**

Inhalation: Remove to fresh air. Give artificial respiration if not breathing. Get immediate medical attention.

HEALTH HAZARD INFORMATION:

Eyes: Severe irritation and/or burns can occur following eye exposure. Can cause blindness.

Skin: Can cause severe irritation and/or burns.

Ingestion: Can cause severe damage to the gastrointestinal tract, nausea, vomiting, diarrhea, abdominal pain, bleeding tissue ulceration, macular rash, flushed face, uneven heart action, dizziness, tremors, cyanosis, fall in blood pressure.

Inhalation: Irritating to the nose, mouth, throat and lungs. May also cause burns to the respiratory tract, shortness of breath, wheezing, choking, chest pain and impairment of lung function. Symptoms may also parallel those of ingestion.

TOXICITY DATA:

Oral: Potassium Hydroxide Rat LD50 = 365 mg/kg. 2-Mercaptobenzothiazole Rat LD50 = 5200 mg/kg. Sodium Nitrite Rat LD50 = 85 mg/kg Human TDLO = 14 mg/kg: CNS effects.

Dermal: Potassium Hydroxide Rabbit LD50 > 2 g/kg 2-Mercaptobenzothiazole Rabbit LD50 > 5010 mg/kg

Inhalation: Sodium Nitrite Rat LC50 = 1.45 mg/L/4 hr

Carcinogenicity: Not listed as a carcinogen. Sodium Nitrite is a mutagenic and tumorigenic agent.

PERSONAL PROTECTION:

Ventilation: Local mechanical exhaust ventilation.

Respiratory: Not normally needed. If vapors, mists, or aerosols are generated, wear a IOSH/MSHA approved respirator.

Eyes: Chemical goggles and a face shield.

Gloves: Rubber or neoprene gloves.

Other: Long sleeved shirt, trousers, safety shoes, rubber apron.

FIRE AND EXPLOSION INFORMATION:

Extinguishing Media: Water or CO.

Special Firefighting Procedures: Wear self-contained breathing apparatus.

HAZARDOUS REACTIVITY:

Incompatibility Conditions or Materials to Avoid: Acids, nitrogen containing organics, carbohydrates, Phosphorous, explosives, organic peroxides, aluminum, tin, zinc, ammonia salts, amines reducing agents, butadiene, phtaalic acid, phthalic anhydride, sodium ammides, ammonia, cyanides, sodium thiocyanides, combustible material, and elemental zirlionium.

SPILL OR LEAK PROCEDURES: Collectively dike and contain all material as necessary. Neutralize and absorb on suitable sorbent material. Shovel into DOT approved waste containers.

WASTE DISPOSAL: Follow all local, state and federal regulations for waste disposal.

SPECIAL PRECAUTIONS: Store in a cool, dry place. Keep container tightly closed. Handle empty containers as if they were full.

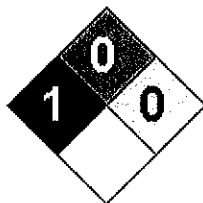
NOTICE: Information accumulated herein is believed to be accurate, but is not warranted to be whether origination with the Company or not. Recipients are advised to confirm in advance of need that the information is current, applicable and suitable to their circumstances.

MSDS - Trade Name: SN-7
Generated: 06/01/96
Date Modified: 10/09/97

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MATERIAL SAFETY DATA
CHARDON LABORATORIES,
INC.
7300 Tussing Road
Reynoldsburg, Ohio 43068
(614) 860-1000

**HAZARD RATINGS**

<input checked="" type="checkbox"/> HEALTH	0 MINIMAL
<input checked="" type="checkbox"/> FLAMMABILITY	1 SLIGHT
<input type="checkbox"/> REACTIVITY	2 MODERATE
<input type="checkbox"/> SPECIAL NOTICE	3 SERIOUS
	4 EXTREME

PRODUCT IDENTIFICATION: Trade Name: **AccuBlue 38**

HAZARDOUS INGREDIENTS:

Section 313 Supplier Notification: Any ingredients shown in **BOLD underlined** type are subject to the reporting requirements of section 313 of the Emergency Planning and Community Right to Know Act of 1986 and of 4CFR372.

	<u>Cas No.</u>	<u>Hazard</u>	<u>Wt. %</u>	<u>TLV</u>
Phosphono-1,2,4 - butanetricarboxylic	37971-36-1	Corrosive	5-10%	NE
Maleicanhydride Polymer	113221-69-5	Corrosive	5-10%	NE
Benzotriazole	95-14-7	Health	<5	10 mg/m
Phosphonic Acid, reaction products with maleic anhydride, sodium salts	180513-31-9	Corrosive	<5	NE

PHYSICAL PROPERTIES:

Boiling Point: 212F
Specific Gravity: 1.207
Percent Volatile: >50
Evaporation Rate: slower than ether
Solubility: complete
pH: 5.0-6.0
Appearance & Odor: Dark blue liquid

FIRST AID MEASURES:

Eyes: Rinse eyes with large amounts of running water and seek medical attention if irritation persists. Rinse with large amounts of running water. Follow by soap and water wash.

Skin: Rinse with large amounts of running water. Follow by soap and water wash.

Ingestion: Do not induce vomiting. Give large amounts of water and contact a physician.

Inhalation: Remove affected individual to fresh air and seek medical attention.

HEALTH HAZARD INFORMATION:

Eyes: Corrosive

Skin: Irritant

Ingestion: Corrosive

Inhalation: N/A

TOXICITY DATA:

Oral: N/A

Dermal: N/A

Inhalation: N/A

Carcinogenicity: None of the ingredients of this product are known or suspect carcinogens.

PERSONAL PROTECTION:

Ventilation: Not required.

Respiratory: Not required.

Eyes: Chemical splash goggles.

Gloves: Rubber Gloves

Other: As with all industrial chemicals, common sense and good industrial hygiene rules should be used when handling this product.

FIRE AND EXPLOSION:

Flash Point: This product does not constitute a fire or explosion hazard.

HAZARDOUS REACTIVITY: Incompatibility Materials or Conditions to Avoid:

Oxidizers and strong alkalis.

SPILL OR LEAK PROCEDURES:

Small Spill: Rinse with lots of running water to sewer.

Large Spill: Cover with absorbent material and scoop into container for disposal.

WASTE DISPOSAL:

Follow all local, state and federal regulations for waste disposal.

SPECIAL PRECAUTIONS:

None

NOTICE: Information accumulated herein is believed to be accurate, but is not warranted to be whether origination with the Company or not. Recipients are advised to confirm in advance if need that the information is current, applicable and suitable to their circumstances.

MSDS - Trade Name: AccuBlue 38

Generated: 06/07/2006

Date Modified: 06/07/2006

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Albemarle Corporation
 Material Safety Data Sheet
 451 Florida Street, Baton Rouge, LA 70801
 For Emergencies Only - Phone (225) 344-7147
 For Non-Emergency Health & Safety Phone 1-800-535-3030
 Representing Albemarle Foreign Sales Corporation
 for Export Sales

ISSUE DATE: 03/14/02
 SUPERSEDES: 06/19/00
 HMIS CLASSIFICATIONS:
 HEALTH: 3
 FLAMMABILITY: 0
 REACTIVITY: 0

=====

PRODUCT IDENTIFICATION

PRODUCT NAME: STABROM 909 Biocide
 CHEMICAL NAME: Proprietary
 CAS NO.: Mixture - not applicable.
 CHEMICAL FORMULA: Proprietary
 CHEMICAL FAMILY: stabilized bromine biocide, aqueous solution
 STABROM is a trademark of Albemarle Corporation.

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SUMMARY OF HAZARDS

Causes burns to the skin and eyes.

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OSHA HAZARDOUS COMPONENTS

CHEMICAL NAME	CAS NO.	NOTE	EXPOSURE LIMIT
Unreacted Sodium hydroxide	1310-73-2	ND	2 mg/m3 Ceiling (OSHA/ACGIH)
Stabrom 909 Biocide	Proprietary		Not established by OSHA/ACGIH.

NOTE: Carcinogenicity listing of components at concentrations greater than or equal to 0.1% indicated by: @=NTP; #=IARC; &=OSHA; +=ACGIH; *=OTHER; ND=Not Designated.

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CHEMICAL AND PHYSICAL PROPERTIES

APPEARANCE/ODOR: Yellow liquid/mild odor.
 BOILING POINT: 101-102C/214-216F.
 VAPOR PRESSURE: 19 mm Hg @ 25C/77F.
 SOLUBILITY IN WATER: Miscible.
 SPECIFIC GRAVITY: 1.32-1.37 @ 25/25C.
 MOLECULAR WEIGHT: Proprietary
 MELTING POINT: Not applicable.

EYE CONTACT: Immediately flush eyes with plenty of water for at least 15 minutes. Get medical attention.

SKIN CONTACT: Immediately flush skin with plenty of water for at least 15 minutes while removing contaminated clothing and shoes. Get medical attention.

INGESTION: If swallowed, give two glasses of water. Do not induce vomiting. Get medical attention.

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EXPOSURE CONTROL INFORMATION

EXPOSURE LIMITS: Not established by OSHA/ACGIH.

EYE PROTECTION: Chemical goggles or face shield when splash may occur.

PROTECTIVE GLOVES: Resistant to chemical penetration.

RESPIRATORY PROTECTION: None under normal conditions. In irritating atmospheres use NIOSH approved acid gas respirator.

MECHANICAL VENTILATION: Use and store in well-ventilated area.

OTHER: If skin contact or contamination of clothing is likely, protective clothing should be worn.

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ENVIRONMENTAL PROTECTION

SPILLS OR LEAKS: Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams. Take up small spills by first diluting with water and then using a dehalogenating agent such as sodium thiosulfate solution. Large spills may be taken up with pump or vacuum and finished off with dry chemical absorbent. May require excavation of contaminated soil.

DISPOSAL METHODS: Under the CERCLA/RCRA regulations currently in effect, this material is regulated as a hazardous waste or material. Therefore, it must be disposed of in a 'permitted' hazardous waste facility in compliance with EPA and/or other applicable local, state, and federal regulations. It should be handled in a manner acceptable to good waste management practice. Following neutralization to render the material nonhazardous, the material may be disposed of in a manner acceptable to good waste management practice and in compliance with applicable local, state, and federal regulations. The Reportable Quantity (RQ) of this product is 10,000 pounds minimum based on the RQ of sodium hydroxide.

STORAGE REQUIREMENTS: Store below 40C/104F in a dry, well-ventilated area. Avoid freezing (Freezing Point is -6C/21F), extreme heat, and direct sunlight. Keep containers closed when not in use. Due to build-up of pressure over time, this product is supplied in vented containers. Product should be stored in opaque containers to prevent exposure to light.

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ADDITIONAL PRECAUTIONS OR COMMENTS

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REGULATORY INFORMATION

TSCA:

THIS MATERIAL IS IN COMPLIANCE WITH THE TOXIC SUBSTANCES CONTROL ACT (15 USC 2601 - 2629).

DOT DESCRIPTION/PROPER SHIPPING NAME:
CORROSIVE LIQUIDS, BASIC, INORGANIC, N.O.S.
(HALOGENATED COMPLEX, SODIUM HYDROXIDE)
See Note 1.

DOT HAZARD CLASS: 8 (CORROSIVE)
DOT ID NUMBER: UN3266
DOT PACKING GROUP: III

HAZARD CATEGORIES FOR SARA 311/312 REPORTING ARE INDICATED BELOW:

HEALTH	Immediate (Acute)	Yes
HEALTH	Delayed (Chronic)	No
PHYSICAL	Fire	No
PHYSICAL	Sudden Release of Pressure	No
PHYSICAL	Reactive	No
	Nuisance Mist/Dust Only	No

NOTE 1: See CERCLA for Reportable Quantity.

COMPONENT NAME	CAS NO.	PERCENTAGE	REGULATION
Unreacted Sodium hydroxide CERCLA --- RQ=1000	1310-73-2	10.0	CERCLA NJ RTK-SHH PA.RTK

(typical value of sodium hydroxide is <10%.)

ADDRESS CONTACT INFORMATION

MSDS prepared by: Health & Environment Department
Albemarle Corporation

FOR ADDITIONAL NONEMERGENCY PRODUCT INFORMATION, CONTACT:

HEALTH AND ENVIRONMENT DEPARTMENT
ALBEMARLE CORPORATION
451 FLORIDA ST.
BATON ROUGE, LA. 70801
(800) 535-3030

THIS MATERIAL SAFETY DATA SHEET CONTAINS AT LEAST THE INFORMATION REQUIRED BY THE FEDERAL OSHA HAZARD COMMUNICATION RULE, 29 CFR 1910.1200(g) (2).

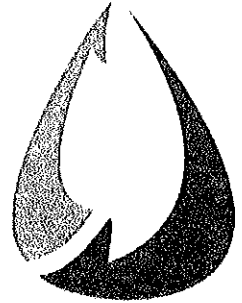
THE RESPONSIBILITY TO PROVIDE A SAFE WORKPLACE REMAINS WITH USER. THE USER SHOULD CONSIDER THE HEALTH HAZARDS AND SAFETY INFORMATION CONTAINED HEREIN AS A GUIDE AND SHOULD TAKE THOSE PRECAUTIONS REQUIRED IN AN INDIVIDUAL OPERATION TO INSTRUCT EMPLOYEES AND TO DEVELOP WORK PRACTICE PROCEDURES FOR A SAFE WORK ENVIRONMENT.

THE INFORMATION CONTAINED HEREIN IS, TO THE BEST OF OUR KNOWLEDGE AND BELIEF, ACCURATE. HOWEVER, BECAUSE THE CONDITIONS OF HANDLING AND USE ARE BEYOND OUR CONTROL, WE

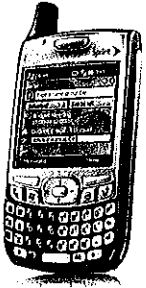
Welcome to Chardon's eReport!

The latest evolution from water treatment's technology leader

Chardon is proud to present our new eReport product. The eReport replaces paper Service Reports with elegant, always available electronic reports from our secure extranet site. Chardon's eReport will remove more than 450 pounds of paper from our environment *every year*.



CHARDON
clean.green.lean



Your Chardon Service Technician will create an eReport during each service on his mobile device. You have probably seen our technicians at your site carrying a handheld computer. The handheld is where the eReport starts. Our Service Technicians use a wireless handheld device to collect information you have come to count on. After reviewing the results of the service call with you, the information is uploaded wirelessly to our secure eReport server and is immediately available to you through our extranet. From this site you can view reports generated from our eReport mobile application in various formats.

Electronic data collection is all around us. You probably signed your name on a digital screen when you last bought groceries or supplies. Utilities have been collecting information on mobile digital devices for years. This new way of data collection will provide many advantages for our Customers:

- Your Service Reports will be stored securely in one convenient place. You can access them at any time from any computer.
- Automated complex formulas and calculations allow our Service Technicians to spend more time on service, analysis and execution. This assures that we make the best decisions to optimize your operation.
- Data is automatically sent back to the secure Chardon eReport server and reports are available immediately for you to review. This means no waiting for the Technician to key in data or fax a report to a data entry facility.
- Your data is now housed in a consistent format on our servers. This makes reporting, comparing and analyzing a much simpler and more productive task.
- It all adds up to savings in time and money, and that allows us to deliver better service than our competition while keeping rates comparable.



So how do I access my eReports? Just follow four simple steps:

1. Point your browser at www.chardonlabs.com
2. Click on the Product Information link in the left column
3. Click on the eReport link that appears when the menu expands. The eReport page features a link near the middle of the page that reads "[Click here now](#) to log into our eReport system." A reproduction of this screen is printed on the back of this page.
4. Click on the link to access your own special eReport page. Your eReports will be displayed by date with the newest reports at the top of the page.

Our eReport server will ask you for a username and password. Both your username and password are initially set to your Customer Number. The Chardon Customer Number is a six digit number that can be found on all copies of your paper Chardon Service Reports.

Thank you for your business and your patience as we improve our service with this important new product. If you have any questions or comments about our new eReport system, access to your account or any other matter related to your water treatment, please do not hesitate to contact your Chardon Service Technician or the Chardon Technical Support Staff at 800-848-9526.





Chardon Labs
The Clean Choice For Today

For immediate assistance, please call
800-848-9526

Clean.Green.Learn.

eReport revolutionizes water treatment results management

Are you tired of wading through folders full of old water treatment reports just to assemble performance reports for your equipment? You are ready for Chardon's eReport.

Much like many mechanical rooms from the past, service reports from water treatment vendors tend to collect in file cabinets or on clipboards without ever reaching their intended person. Today's water treatment professional has important results and information to communicate. Today's customer is focused on efficiency, cost control, sustainability and performance. The mechanical room is no longer hidden away in a dark corner of the building and instead is becoming a showcase for environmental awareness and efficiency.

A snapshot in time is often better than nothing, but the real impact of the service report is trend analysis. Paper service reports usually require additional time, coordination, access to information and spreadsheet work to determine the direction of a water treatment program. No longer!

Chardon's new mobile electronics and web based service report program is called eReport. Monthly service data is now available at your fingertips on the internet. This new program will give you the information you want. Use the power of the internet to manage your cooling tower and boiler water treatment information. Review results on line. Replace files full of fading service reports with clean, easy to understand charts of your system's performance.

[Click here now](#) to log into our eReport system.

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[Product Information](#)

[PowerPure](#)

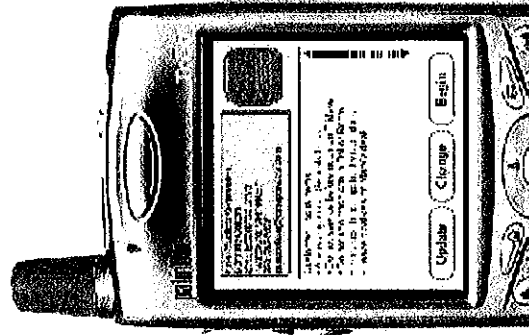
[eReport](#)

[Specialty Chemicals](#)

[Remote Control](#)

[Request an MSDS](#)

[Tips for green living](#)



CHARDON REFERENCES

1) Duke Properties

Columbus, Indianapolis, Cincinnati

Local Contact: Keith Massa

614-932-6235

We Service Approx. 90 Bldgs.

2) State of Kentucky

Contact: Joe Rhodes

A & A Mechanical

502-664-4512 (leave message if no answer)

We Service 81 Locations In State Including All State Universities

3) Bellasio Foods

Lancaster, Ohio

Contact: Ryan Wright

740-395-2446

740-286-5505

4) Honda Mfg.

East Liberty, Ohio

Contact: Jim Bayer

937-642-7333 x 65063

Large Mfg. Plant, 14,000 Tons Of Cooling

5) Worthington Schools

Worthington, Ohio

Contact: Jeff Dutiel

614-883-2400

20+ Service Locations

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUNPENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: Chardon Laboratories, Inc.

Signed: _____

Signed: Jill Wells

Title: _____

Title: Sales Representative

Date: _____

Date: 1-27-11

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 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.

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: CHARDON LABORATORIES, INC.

Authorized Signature:  Date: 1/26/2011
CFO / SECRETARY TREASURER

State of OHIO

County of Fairfield, to-wit:

Taken, subscribed, and sworn to before me this 26TH day of JANUARY, 2011.

My Commission expires 10/23, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC

Brenda Francis

*Brenda Francis
Notary Public
In And For The State Of Ohio
My Commission Expires
10-23-2015*