

Purchasing Divison 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

## State of West Virginia Request for Quotation 09 — Construction

Proc Folder: 240727

Doc Description: Repair Replacement and Maintenance of HACH Panels and Probes

Proc Type: Central Contract - Fixed Amt

	Froc Type: Cantral Contract - Fixed Amt					
Date Issued	Solicitation Closes	Solicitatio	n No		Version	
2016-11-14	2016-12-08 13:30:00	CRFQ	0506 EHS1700000002		1	

BID RECEIVING LOCATION

**BID CLERK** 

**DEPARTMENT OF ADMINISTRATION** 

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Hach Company 5600 Lindgergh Drive Loveland, CO 80538 800-227-4224

> 12/08/16 09:32:59 WW Purchasina Division

FOR INFORMATION CONTACT THE BUYE	R
----------------------------------	---

Jessica S Chambers (304) 558-0246

jessica.s.chambers@wv.gov

Signature x Notition

FEIN# 42-0704420

DATE 12/02/2016

All offers subject to all terms and conditions contained in this solicitation

\*Per Hach Contract Addendum

Page: 1

FORM ID: WV-PRC-CRFQ-001

#### ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Health and Human Resources, Bureau for Public Health, Office of Environmental Health Services to establish an open-end maintenance contract for the for the repair, replacement, and maintenance of ten (10) Agency owned source water monitoring panels and probes that were installed at ten (10) different water supply system located in or just outside of the Monongahela River Basin per the Specifications, and Terms and Conditions as attached.

INVOICE TO		SHIP TO		
PURCHASING DIRECTOR - 304-356-4095		PURCHASING DIRECTOR - 304-356-4095		
HEALTH AND HUMAN RE	SOURCES	HEALTH AND HUMAN R	ESOURCES	
BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH		BPH - ENVIRONMENTAL HEALTH SERVICES		
SERVICES 350 CAPITOL ST, RM 313		350 CAPITOL ST, RM 31	3	
CHARLESTON	WV25301-1757	CHARLESTON	WV 25301-1757	
us		US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Replacement of the PH Probes				

Comm Code	Manufacturer	Specification	Model #	
41113319				

#### **Extended Description:**

Replacement of the PH Probes: Must replace nine (9) PH Digital sensors HACH part # DPD2P1 or equal. If quoting an alternative PH Probe it must be compatible with the HACH SC1000 Controller currently used at the West Union, Weston, Buckhannon, Kingwood, Parsons, Beverly, Philippi, Fairmont, Clarksburg locations.

Location addresses are contained in Exhibit C

INVOICE TO		SHIP TO	
PURCHASING DIRECTOR - 304-356-4095		PURCHASING DIRECTOR	R - 304-356-4095
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RE	SOURCES
BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH		BPH - ENVIRONMENTAL HEALTH SERVICES	
SERVICES 350 CAPITOL ST, RM 313		350 CAPITOL ST, RM 313	
CHARLESTON	WV25301-1757	CHARLESTON	WV 25301-1757
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Repair of the HACH SC-10 Controller				

Comm Code	Manufacturer	Specification	Model #	
41113319				

#### **Extended Description:**

Repair of the HACH SC-1000 Controller: Must evaluate and repair as needed the SC-1000 controller at 10 locations listed in Exhibit C:

INVOICE TO		SHIP TO	
PURCHASING DIRECTOR	- 304-356-4095	PURCHASING DIRECTOR	R - 304-356-4095
HEALTH AND HUMAN RES	SOURCES	HEALTH AND HUMAN RE	SOURCES
BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES		BPH - ENVIRONMENTAL	HEALTH SERVICES
350 CAPITOL ST, RM 313		350 CAPITOL ST, RM 313	
CHARLESTON	WV25301-1757	CHARLESTON	WV 25301-1757
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	The support agreement Year (1)				· · · · · · · · · · · · · · · · · · ·
<u> </u>					

Comm Code	Manufacturer	Specification	Model #	
41113319				

#### Extended Description:

The Support Agreement: Support agreement must take effect within 30 days after repairs and replacement of parts as described Exhibit B

INVOICE TO		* SHIP TO .	
PURCHASING DIRECTOR -	304-356-4095	PURCHASING DIRECTO	R - 304-356-4095
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RE	ESOURCES
BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH		BPH - ENVIRONMENTAL	HEALTH SERVICES
SERVICES 350 CAPITOL ST, RM 313		350 CAPITOL ST, RM 313	3
CHARLESTON	WV25301-1757	CHARLESTON	WV 25301-1757
US		US	

Line (	Comm Ln Desc	Qty	Unit issue	Unit Price	Total Price
4	he Support agreement Year (2)				

Comm Code	Manufacturer	Specification	Model #	
41113319	•			

## Extended Description :

The Support Agreement: Support agreement must take effect within 30 days after

repairs and replacement of parts as described in Exhibit B

INVOICE TO		SHIP TO		
PURCHASING DIRECTOR - 304-356-4095		PURCHASING DIRECTO	PR - 304-356-4095	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN R	ESOURCES	
BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES		BPH - ENVIRONMENTAL HEALTH SERVICES		
350 CAPITOL ST, RM 313		350 CAPITOL ST, RM 31:	3	
CHARLESTON	WV25301-1757	CHARLESTON	WV 25301-1757	
US		us		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	The Support agreeement Year (3)				

Comm Code	Manufacturer	Specification	Model #	
41113319				

### Extended Description:

The Support Agreement: Support agreement must take effect within 30 days after

repairs and replacement of parts as described in Exhibit 8

INVOICE TO		SHIP TO	The second secon
PURCHASING DIRECTOR - 304-356-4095		PURCHASING DIRECTO	
HEALTH AND HUMAN RE	SOURCES	HEALTH AND HUMAN RE	ESOURCES
BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES		BPH - ENVIRONMENTAL HEALTH SERVICES	
350 CAPITOL ST, RM 313		350 CAPITOL ST, RM 313	3
CHARLESTON	WV25301-1757	CHARLESTON	WV 25301-1757
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	The Support agreeement Yea	г (4)			

Comm Code	Manufacturer	Specification	Model #	
41113319				

#### **Extended Description:**

The Support Agreement: Support agreement must take effect within 30 days after repairs and replacement of parts as described in Exhibit B

	Document Phase	Document Description	Page 5
EHS1700000002	Draft	Repair Replacement and Maintenance of	
		HACH Panels and Probes	.

## ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

#### INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.
A pre-bid meeting will not be held prior to bid opening
A NON-MANDATORY PRE-BID meeting will be held at the following place and time:
A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: November 29, 2016 at 9:00 AM (EST)

Submit Questions to: Jessica Chambers

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Jessica.S.Chambers@wv.gov

- 5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:

□ Cost

**BUYER: Jessica Chambers** 

SOLICITATION NO.: CRFQ EHS1700000002

BID OPENING DATE: 12/08/2016 BID OPENING TIME: 1:30 PM (EST) FAX NUMBER: (304) 558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

to a request for proposal, the Vend proposal plus was address shown above. Additionally	P) Responses Only: In the event that Vendor is responding r shall submit one original technical and one original cost convenience copies of each to the Purchasing Division at the the Vendor should identify the bid type as either a technical bid envelope submitted in response to a request for proposal
BID TYPE: (This only applies to C	RFP)

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: December 08, 2016 at 1:30 PM (EST)

Bid Opening Location: Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

- 8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
- 14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.
- 19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."
- 20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."
- 21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

## GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
- 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
- 2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.
- 2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- 2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
- 2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
- 2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
- 2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- 2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:
☐ Term Contract
Initial Contract Term: This Contract becomes effective on and extends for a period of year(s).
Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not
required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.
<b>Delivery Order Limitations:</b> In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.
Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed withindays.
Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within forty-five (45) calendar days.
Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional three (3) successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed thirty-six (36) months in total. Automatic renewal of this Contract is prohibited.
One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed. 5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below. Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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. Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith. Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith. One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office. 6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract. 7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below. ☑ BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid. PERFORMANCE BOND: The apparent successful Vendor shall provide a performance . The performance bond must be received by the bond in the amount of Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.
☐ MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
✓ INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:
Commercial General Liability Insurance: In the amount of \$1,000,000.00 or more.
Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.
☑ Must be certified to maintain HACH equipment.
The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.
8. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of
for This alone half is a provident evaluation and shall not limit the State or A general a
This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
- 12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
- 13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 14. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
- ☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.
- 15. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- 17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 18. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

- 19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 21. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
- 22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 24. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

- 27. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 29. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
- 30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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 <a href="http://www.state.wv.us/admin/purchase/privacy/default.html">http://www.state.wv.us/admin/purchase/privacy/default.html</a>.
- 31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and 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.

36. INDEMNIFICATION: The Vendor 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 Vendor, 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 Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

- 37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total
contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Divisio
via email at <u>purchasing.requisitions@wv.gov</u> .

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- 42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

## ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name:	N/A - See Contract Addendum	
Contractor's License	⇒ No	

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

- 2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.
- 2.1.DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

- 3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:
- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;

(2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;

(3) The average number of employees in connection with the construction on the public

improvement;

(4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

- 4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
- 5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.
- 6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of the bureau of employment programs' division of employment services of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, the division is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then the division shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be either oral or in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates any provision of this article is subject to a civil penalty of one hundred dollars per day of violation. The West Virginia Division of Labor is responsible for establishing procedures for the collection of civil penalties.

The following terms used in this section have the meaning shown below.

- (1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;
- (2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or (iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;
- (3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;
- (4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;
- (5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

## 7. DAVIS-BACON AND RELATED ACT WAGE RATES:

The work performed under this contract is federally funded in whole, or in part. Pursuan to, Vendors are required to pay applicable Davis-			
Bacon wage rates.			
 and the state of the sentration and subject to Davis-Bacon wage rates.			

- The work performed under this contract is not subject to Davis-Bacon wage rates.
- 8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it must be noted on the subcontractor list. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid. This provision does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.
  - a. Required Information. The subcontractor list shall contain the following information:
    - i. Bidder's name
    - ii. Name of each subcontractor performing more than \$25,000 of work on the project.

- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work.
- b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.
- c. Submission of Subcontractor List for Solicitations with Additions/Alternates: If the solicitation contains potential additions or alternates that will be selected by the Agency after bid opening and prior to contract award, all bidders must submit the subcontractor list to the Purchasing Division within one business day of the opening of bids for review. A bidder's failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bidder's bid.
- d. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:
  - i. The subcontractor listed in the original bid has filed for bankruptcy;
  - ii. The subcontractor in the original bid has been debarred or suspended; or
  - iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Teresa Merrifield, Regional Sales Manager
(Name, Title)
Teresa Merrifield, Regional Sales Manager
(Printed Name and Title)
5600 Lindbergh Dr, Loveland, CO 80538
(Address)
304-374-1490
(Phone Number) / (Fax Number)
temerrif@hach.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Hach Company
(Company)
(Authorized Signature) (Representative Name, Title)
(Authorized Signature) (Representative Name, Title)
Robbin Crane, Service Manager, (Printed Name and Title of Authorized Representative)
December 2, 2016
(Date)
800-227-4224
(Phone Number) (Fax Number)

\*Per Hach Contract Addendum

## Subcontractor List Submission (Construction Contracts Only)

Bidde	r's Name:	HACH COMPANY	<del></del>	
X	Check the project.	is box if no subcontractors will pe	form more than \$25,000.00 of work t	o complete the
		Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.	

Attach additional pages if necessary

Repair, Replacement, and Maintenance of HACH Source Water Monitoring Panels and Probes.

# GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Health and Human Resources, Bureau for Public Health, Office of Environmental Health Services to establish an open-end maintenance contract for the for the repair, replacement, and maintenance of ten (10) Agency owned source water monitoring panels and probes that were installed at ten (10) different water supply system located in or just outside of the Monongahela River Basin.

The Project consists of:

The ten (10) water systems covered include: the Morgantown Utility Board, West Union, Weston, Buckhannon, Kingwood, Parsons, Beverly, Clarksburg, Fairmont and the Philippi Water Supply Systems. (Please see Exhibit C for addresses for the water systems and the associated serial numbers for the current Controller HACH SC 1000 HC Units and the serial numbers for the Conductivity and PH probes).

These monitors serve as early detection and warning of degradation of source water for member systems and the general public.

The Agency owned monitoring panel specs: HACH SC-1000 Controller Source Water Monitoring Panel with display module, the panels currently include two (2) different instruments for monitoring PH and temperature on one probe and a conductivity probe.

• The contract awarded as a result of this solicitation may be funded in whole or in part with Federal Funds and thus this solicitation and its resulting awarded contract are subject to the requirements of Attachment 1: Provisions Required for Federally Funded Procurements.

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Project Plans as defined below.
  - 2.1 "Construction Services" means the repair, replacement, and routine maintenance and calibration, troubleshooting and equipment replacement insurance for the Agency owned and operated HACH SC-1000 Controller and probes as more fully described as more fully described in the Project Plans.

Repair, Replacement, and Maintenance of HACH Source Water Monitoring Panels and Probes.

- 2.2 "Pricing Page" means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.
- 2.3 "Solicitation" means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
- 2.4 "Project Plans" means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B, Vendors can obtain copies in accordance with Section 9 of these Specifications.
- 2.5 "HACH" means the brand of water monitoring panels and probes used at our ten locations.
- 3. ORDER OF PRECEDENCE: This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.
- 4. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
  - 4.1. Experience: Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least (3) three projects that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.
  - **4.2.** Must be certified to maintain and repair HACH equipment. Certification should be provided with the bid, or may be requested prior to award.
- 5. CONTRACT AWARD: The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the

Repair, Replacement, and Maintenance of HACH Source Water Monitoring Panels and Probes.

Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.

- 6. SELECTION OF ALTERNATES: If the Pricing Pages contain alternates/add-ons, the alternates/add-ons will be selected as follows. The alternate/add-on will be selected in the order of priority listed on the Pricing Pages. The first alternate/add-on must be selected before the second alternate/add-on can be selected and so on. There are no alternate/add-ons for this solicitation.
- 7. PERFORMANCE: Vendor shall perform the Construction Services in accordance with this document and the Project Plans.

The Successful Vendor, as a condition of the Contract, agrees that all Work is to be Complete forty-five (45) calendar days by the Final Completion Date established by the Centralized Request for Quotation and the issuance of the Notice to Proceed. See: General Conditions, Item 3.

## 8. ACCEPTANCE OF SYSTEM:

If the test period produces no issues at a minimum, the agency will issue a Letter of Acceptance of the system, and the contract and warranty period would start at that time. Prior to an acceptance of the system the following criteria must be met: (1.) successful testing of all components, validating full functionality.

Once acceptance of the system is agreed to by Agency and the Vendor. The Agency will issue a request for Change Order to the West Virginia Purchasing Division stating acceptance of the system thereby beginning the first (1) year support.

- 9. SUBSTITUTIONS: Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.
- 10. PROJECT PLANS: The checked box will apply to Project Plans for this solicitation.
  - X No Additional Project Plan Documents: There are no additional Project Plans other than those attached hereto as Exhibit B or any subsequent addenda modifying Exhibit B.

Repair, Replacement, and Maintenance of HACH Source Water Monitoring Panels and Probes.

Additional Project Plan Documents: There are additional Project Plan documents other than those attached as Exhibit B. Copies of the additional Project Plan documents not attached as Exhibit B can be obtained by contacting the entity identified below.

## 11. CONDITIONS OF THE WORK

- 11.1. Permits: The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.
- 11.2. Existing Conditions: If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.
- 11.3. Standard Work Hours: The standard hours of work for this Contract will be Monday-Friday from 9:00am-4:30pm.excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.
- 11.4. Project Closeout: Project Closeout shall include the following:
  - 11.4.1. Final Cleanup: Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:
    - 10.4.1.1 Removal of all garbage and packaging material.
    - 10.4.1.2 Removal of all cleaning solvents and cleaning material.
  - 11.4.2. Final Inspection: Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

Repair, Replacement, and Maintenance of HACH Source Water Monitoring Panels and Probes.

- 12. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
  - 12.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 12.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 12.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - 12.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 12.5. Vendor shall inform all staff of Agency's security protocol and procedures.

#### 13. MISCELLANEOUS:

13.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manage	r: Teresa Merrifield	
Telephone Numb	er: 304-374-1490	
Fax Number:		
Email Address:	temerrif@hach.com	

# EMS Credentialing/Licensing Hospital Bed Tracking System

# EXHIBIT A: Pricing CRQS 1700000001

# \*\*SEE ATTACHED QUOTE AND ADDENDUM

Qty.	Unit	Section	Description	Unit Price	Extended Price
9	ea	8.1	Replacement of the PH Probes	\$	\$
10	ea	8.2	Repair of the HACH SC-1000 Controller	\$	\$
1	ea	8.3	The Suport agreement Year (1)	\$	\$
1	ea	8.3	The Support agreement Year (2)	\$	\$
1	ea	8.3	The Support agreeement Year (3)	\$	\$
1	ea	8.3	The Support agreeement Year (4)	\$	\$
				Grand Total:	\$

Vendor Signature:	╛
Company Name:	
Address:	
	-
Phone:	
Email:	
Fax:	



Quote Number: 100178651v8
Use quote number at time of order to ensure that you receive prices quoted

Quote Date: 29-Nov-2016

Quotation

Hach PO Box 608

Loveland, CO 80539-0608 Phone: (800) 227-4

Email:

(800) 227-4224 quotes@hach.com

Website:

www.hach.com

Quote Expiration: 27-Jan-2017

YEAR 1

Bureau of Public Health

Name: Greg George Phone: 304-356-5268

Email: greg.a.george@wv.gov

Customer Quote Reference: WV SC1000 water panels service

Sales Contact: Theresa Dysleski Email: tdyslesk@hach.com Phone: 800-227-4224

## PRICING QUOTATION

L.Fr	Bay' Muchialis	Diskut igit ga	3,0	Draff Privile	Erranger Price
Mor	gantown Utility Board				
1	FSPSC1000	Fld Svc-1V SC1000 Controller: once a year onsite certificaiton + yearly repair coverage (sn 1414518)	1	250.00	250.00
2	PMP-GLPHORP-2V	PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn-1505460735 and 1501444677)	2	527.00	1,054.00
Wes	t Union	1		<u> </u>	
3	FSPSC1000	Fld Svc-1V SC1000 Controller: once a year onsite certificaiton + yearly repair coverage (sn 1413291)	1	250.00	250.00
4	PMP-GLPHORP-2V	PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1112530200 and 1112430215)	2	527.00	1,054.00
Wes	ton				
5	FSPSC1000	Fid Svc-1V SC1000 Controller: once a year onsite certification + yearly repair coverage (sn 1414326)	1	250.00	250.00
6	PMP-GLPHORP-2V	PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certificaition - no repair coverage (sn 1112460389 and 1112430393)	2	527.00	1,054.00
Buck	channon				<u> </u>
7	FSPSC1000	Fld Svc-1V SC1000 Controller: once a year onsite certification + yearly repair coverage (sn 1414322)	1	250.00	250.00
8	PMP-GLPHORP-2V	PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1112530142 and 1112430014)	2	527.00	1,054.00
King	wood				
9	FSPSC1000	Fld Svc-1V SC1000 Controller: once a year onsite certification + yearly repair coverage (sn 1409697)	1	250.00	250.00
10	PMP-GLPHORP-2V	PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1112530197 and 1112430273)	2	527.00	1,054.00
Pars	ons				
11	FSPSC1000	Fld Svc-1V SC1000 Controller: once a year onsite certification + yearly repair coverage (sn 1418227)	1	250.00	250.00
12	PMP-GLPHORP-2V	PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1112460098 and 1101430027)	2	527.00	1,054.00
Beve	erly			•—	

Le	e for burder	érespriettes	0)30	With Bridge	ভাৰত্যত্তৰ লেন্ড
13	FSPSC1000	Fld Svc-1V SC1000 Controller: once a year onsite certification + yearly repair coverage (sn 1414522)	1	250.00	250.
14	PMP-GLPHORP-2V	PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1112530134 and 1111431419)	2	527.00	1,054.
Phil	ippi				
15	FSPSC1000	Fld Svc-1V SC1000 Controller: once a year onsite certification + yearly repair coverage (sn 1409715)	1	250.00	250.
16	PMP-GLPHORP-2V	PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1112530205 and 1112430272)	2	527.00	1,054.
Fair	mont				_
17	FSPSC1000	Fld Svc-1V SC1000 Controller: once a year onsite certification + yearly repair coverage (sn 1414469)	1	250.00	250.0
18	PMP-GLPHORP-2V	PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1112460076 and 1111431418)	2	527.00	1,054.0
Clar	ksburg			<del></del>	
19	FSPSC1000	Fld Svc-1V SC1000 Controller: once a year onsite certification + yearly repair coverage (sn 1409708	1	250.00	250.0
20	PMP-GLPHORP-2V	PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1112460174 and 1108430095)	2	527.00	1,054.0
val	uation				
!1	SPP EVAL	Instruments out of factory warranty that are being added to a Service Agreement, must be evaluated to ensure they are within factory specifications. Any repairs required found on the initial evaluation over and above preventative maintenance, will be subject to billable charges; unless specific repairs have been previous paid for by customer as outlined in the evaluation pricing below	1	0.00	0.0
nitia	l time for evaluation				
2	FSPSUPPLABOR	Fld Svc-Supplemental Labor and Travel Charge	30	245.67	7,370.1
		*2017 pricing below is for possible repair and replacement costs that would be invoiced separately. These costs will be above and beyond the cost of the service contact for year 1			
3	FLTRTSC1000DISPLAY-MODULE	nn SC1000 Display or Probe Module Flat Rate Repair Fee (FRRF)	4	1,003.00	4,012.0
4	LXV402.99.02002	db AA MODULE, sc1000 DISPLAY W/GSM,US ONLY	1	3,303.00	3,303.0
5_	LXV400.99.1A082	MODULE, PROBE (6 SNSR), SC1000	1	1,371.00	1,371.0
6	3433B8A	3433 General Purpose Style Contacting Conductivity Sensor, 0.5 cell constant	2	447.00	894.0
7	DPD2P1	pHD sc, Differential pH Digital Sensor, PEEK Body Material,InsertionBody Style, General Purpose Glass Electrode, 70 C (158 F) Maximum Temperature	9	1,051.00	9,459.0
			Ċ,	कराई पेराज 🐧	20 Aug 3



Quote Number: 100213110v2
Use quote number at time of order to ensure that you receive prices quoted

Quotation

Hach PO Box 608

Loveland, CO 80539-0608

Phone: (800) 227-4224

Email: guotes@hach.co

Email: quotes@hach.com Website: www.hach.com

Quote Expiration: 26-Jan-2018

YEAR 2

Bureau of Public Health

Quote Date: 06-Dec-2016

Name: Greg George Phone: 304-356-5268

Email: greg.a.george@wv.gov

Customer Quote Reference: WV SC1000 water panels service

Sales Contact: Theresa Dysleski Email: tdyslesk@hach.com Phone: 800-227-4224

## **PRICING QUOTATION**

Line	Part Number	Description	Qty	Unit Price	Extended Price
Morg	gantown Utility Board				
1	FSPSC1000	Fld Svc-1V SC1000 Controller: once a year onsite certification + yearly repair coverage (sn 1414518)	1	257.50	257.50
2	PMP-GLPHORP-2V	PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1505460735 and 1501444677)	2	542.81	1,085.62
West	Union				
3	FSPSC1000	Fld Svc-1V SC1000 Controller: once a year onsite certification + yearly repair coverage (sn 1413291)	1	257.50	257.50
4	PMP-GLPHORP-2V	PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1112530200 and 1112430215)	2	542.81	1,085.62
West	on				
5	FSPSC1000	Fld Svc-1V SC1000 Controller: once a year onsite certification + yearly repair coverage (sn 1414326)	1	257.50	257.50
6	PMP-GLPHORP-2V	PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1112460389 and 1112430393)	2	542.81	1,085.62
Buck	hannon				
7	FSPSC1000	Fld Svc-1V SC1000 Controller: once a year onsite certification + yearly repair coverage (sn 1414322)	1	257.50	257.50
8	PMP-GLPHORP-2V	PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1112530142 and 1112430014)	2	542.81	1,085.62
King	vood				
9	FSPSC1000	Fld Svc-1V SC1000 Controller: once a year onsite certification + yearly repair coverage (sn 1409697)	1	257.50	257.50
10	PMP-GLPHORP-2V	PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1112530197 and 1112430273)	2	542.81	1,085.62
Parso	ons				
11	FSPSC1000	Fld Svc-1V SC1000 Controller: once a year onsite certification + yearly repair coverage (sn 1418227)	1	257.50	257.50
12	PMP-GLPHORP-2V	PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1112460098 and 1101430027)	542.81	1,085.62	
Beve	rly				

Sc	e tan Nome	P356-02106	Q.,;	San Dane	经理解的证明
13	FSPSC1000	Fld Svc-1V SC1000 Controller: once a year onsite certificaiton + yearly repair coverage (sn 1414522)	1	257.50	257.5
14	PMP-GLPHORP-2V	PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1112530134 and 1111431419)	2	542.81	1,085.6
Phîlîj	ррі				
15	FSPSC1000	Fld Svc-1V SC1000 Controller: once a year onsite certification + yearly repair coverage (sn 1409715)	1	257.50	257.50
16	PMP-GLPHORP-2V	PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1112530205 and 1112430272)	2	542.81	1,085.62
airm	nont				
17	FSPSC1000	Fld Svc-1V SC1000 Controller: once a year onsite certification + yearly repair coverage (sn 1414469)	1	257.50	257.50
L8	PMP-GLPHORP-2V PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1112460076 and 1111431418)		2	542.81	1,085.62
lark	sburg		<u> </u>		
.9	FSPSC1000	Fld Svc-1V SC1000 Controller: once a year onsite certification + yearly repair coverage (sn 1409708	1	257.50	257.50
10	PMP-GLPHORP-2V	PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1112460174 and 1108430095)	2	542.81	1,085.62
valu	ation		<u> </u>	<u></u> <u>L</u>	
1	SPP EVAL	Instruments out of factory warranty that are being added to a Service Agreement, must be evaluated to ensure they are within factory specifications. Any repairs required found on the initial evaluation over and above preventative maintenance, will be subject to billable charges; unless specific repairs have been previous paid for by customer as outlined in the evaluation pricing below	1	0.00	0.00
ossil	ble replacement cost not	covered with service			
2	DPD2P1	pHD sc, Differential pH Digital Sensor, PEEK Body Material, InsertionBody Style, General Purpose Glass Electrode, 70 C (158 F) Maximum Temperature	3	1,082.53	<b>3,24</b> 7.59
			-	erandi ogr	164 879



**Quote Number: 100213120v3**Use quote number at time of order to ensure that you receive prices quoted

Quotation

Hach PO Box 608

Loveland, CO 80539-0608

Phone: (800) 227-4224

Email: quotes@hach.com

Website: w

www.hach.com

Quote Date: 06-Dec-2016 Quote Expiration: 25-Jan-2019

YEAR 3

Bureau of Public Health

Name: Greg George Phone: 304-356-5268

Email: greg.a.george@wv.gov

Customer Quote Reference: WV SC1000 water panels service

Sales Contact: Theresa Dysleski Email: tdyslesk@hach.com Phone: 800-227-4224

## **PRICING QUOTATION**

Line	Part Number	Description	Qty	Unit Price	Extended Price
Morg	antown Utility Board				
1	FSPSC1000	Fld Svc-1V SC1000 Controller: once a year onsite certification + yearly repair coverage (sn 1414518)	1	265.23	265.23
2	PMP-GLPHORP-2V	PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1505460735 and 1501444677)	2	559.09	1,118.18
West	Union				
3	FSPSC1000	Fld Svc-1V SC1000 Controller: once a year onsite certification + yearly repair coverage (sn 1413291)	1	265.23	265.23
4	PMP-GLPHORP-2V	PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1112530200 and 1112430215)	2	559.09	1,118.18
West	on				
5	FSPSC1000	Fld Svc-1V SC1000 Controller: once a year onsite certification + yearly repair coverage (sn 1414326)	1	265.23	265.23
6	PMP-GLPHORP-2V	PHORP-2V PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1112460389 and 1112430393)		559.09	1,118.18
Buck	nannon				-
7	FSPSC1000	Fld Svc-1V SC1000 Controller: once a year onsite certification + yearly repair coverage (sn 1414322)	1	265.23	265.23
8	PMP-GLPHORP-2V	PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1112530142 and 1112430014)		559.09	1,118.18
Kingv	vood				
9	FSPSC1000	Fld Svc-1V SC1000 Controller: once a year onsite certification + yearly repair coverage (sn 1409697)	1	265.23	265.23
10	PMP-GLPHORP-2V	PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1112530197 and 1112430273)	2	559.09	1,118.18
Parso	ns				****
11	FSPSC1000	Fld Svc-1V SC1000 Controller: once a year onsite certification + yearly repair coverage (sn 1418227)	1	265.23	265.23
12	PMP-GLPHORP-2V	PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1112460098 and 1101430027)	2	559.09	1,118.18
Beve	rly				

	Cost throughout	Table trains	24.	UM PAS	<b>建筑和报告。1766</b>
13	FSPSC1000	Fld Svc-1V SC1000 Controller: once a year onsite certificaiton + yearly repair coverage (sn 1414522)	1	265.23	265.2
14	PMP-GLPHORP-2V	PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1112530134 and 1111431419)	ż	559.09	1,118.18
Philip	ppì				
15	FSPSC1000	Fld Svc-1V SC1000 Controller: once a year onsite certification + yearly repair coverage (sn 1409715)	1	265.23	265.23
16	PMP-GLPHORP-2V	PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1112530205 and 1112430272)	2	559.09	1,118.18
Fairm	ont		· · · ·		
17	FSPSC1000	Fld Svc-1V SC1000 Controller: once a year onsite certification + yearly repair coverage (sn 1414469)	1	265.23	265.23
18	PMP-GLPHORP-2V PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1112460076 and 1141431418) 2		559.09	1,118.18	
Clarks	sburg				<del></del> _
19	FSPSC1000	Fld Svc-1V SC1000 Controller: once a year onsite certification + yearly repair coverage (sn 1409708	1	265.23	265.23
20	PMP-GLPHORP-2V	PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1112460174 and 1108430095)	2	559.09	1,118.18
valu	ation				
21	SPP EVAL	Instruments out of factory warranty that are being added to a Service Agreement, must be evaluated to ensure they are within factory specifications. Any repairs required found on the initial evaluation over and above preventative maintenance, will be subject to billable charges; unless specific repairs have been previous paid for by customer as outlined in the evaluation pricing below	1	0.00	0.00
ossik	ole replacement cost not	t covered with service			
2	DPD2P1	pHD sc, Differential pH Digital Sensor, PEEK Body Material, InsertionBody Style, General Purpose Glass Electrode, 70 C (158 F) Maximum Temperature	3	1,115.01	<b>3,34</b> 5.03
				Brand Mari	1,5445,4

## REQUEST FOR QUOTATION

Repair, Replacement, and Maintenance of HACH Source Water Monitoring Panels and Probes.

#### EXHIBIT B - PROJECT PLANS

## Mandatory Requirements:

Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

Replacement of the PH Probes: Must replace nine (9) PH Digital sensors HACH part # DPD2P1 or Equal.

If quoting an alternative PH Probe it must be compatible with the HACH SC1000 Controller currently used at the West Union, Weston, Buckhannon, Kingwood, Parsons, Beverly, Philippi, Fairmont, Clarksburg locations. Location addresses are contained in Exhibit C.

Must be completed within forty-five (45) calendar days from the notice to proceed.

Repair of the HACH SC-1000 Controller: Must evaluate and repair as needed the SC-1000 controller at ten (10) locations listed Exhibit C.

Must be completed within forty-five (45) calendar days from the notice to proceed.

The Support Agreement: Support agreement must take effect within thirty (30) days after repairs and replacement of parts must include the below listed services:

Must visit all ten (10) locations twice (2) per year listed in Exhibit C for maintenance and certification of the SC1000 probes.

Must provide one (1) per year field service and certification of the SC1000 Controller, troubleshooting, and equipment replacement insurance for the HACH SC-1000 Controller Equipment.

The Vendor must perform instrument cleaning twice (2) per year.

Vendor must remove the probe and wipe clean with hot water.

Vendor must brush end of probe to remove any deposits.

The Vendor must review user programmed parameters twice (2) per year.

## REQUEST FOR QUOTATION

## Repair, Replacement, and Maintenance of HACH Source Water Monitoring Panels and Probes.

- The Vendor must verify that all instrument alarms and warning conditions are within the programmed set parameters twice (2) per year.
- The Vendor must test instrument operating voltage twice (2) per year.
- The Vendor must perform diagnostics and communications to the SC-1000 sensors twice (2) per year.
  - The Vendor must verify network communications via installed communication card twice (2) per year.
  - The Vendor must calibrate recorder outputs for each sensor installed on the SC-1000 twice (2) per year.
  - The Vendor must verify relay setup and operations if applicable twice (2) per year.
  - The Vendor must verify software version and update as necessary twice (2) per year.
  - The Vendor must perform all required repairs on the SC1000 controllers including parts and labor for the period of one (1) year.
  - The Vendor must send the unit to the factory if unable to repair controller in the field for the period of one (1) year.
  - The Vendor must provide complete documentation of services performed and measurement/readings twice (2) per year.
  - The Vendor must issue certificate of instrument performance for each instrument that successfully passes final testing once (1) per year.
  - The Vendor shall provide basic end-user training on general instrument operation and maintenance. This end user training will be at the site of the SC-1000 instrumentation at the time of the scheduled on site visit, and will be provided to the individual water operator, that is currently overseeing the operation of SC-1000 instrument if required.

The Vendor should provide with their bid a copy of any hardware or software licensing and/or support terms and conditions to which the State of West Virginia or the Agency must agree to or accept, either in writing

# REQUEST FOR QUOTATION Repair, Replacement, and Maintenance of HACH Source Water Monitoring Panels and Probes.

or digitally, in order to order and receive the commodities or services offered as part of this contract. Written terms will be provided prior to the award of any contract resulting from this solicitation. Failure to provide additional terms and conditions may result in disqualification of the vendor's bid.

#### **MISCELLANEOUS:**

Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager:	Terri Merrifield	
Telephone Number:	304-374-1490	
Fax Number:		
Email Address:te	merrif@hach.com	

## **Exhibit C**

Morgantown Utility Board P.O. Box 852 Morgantown, WV 26550

West Union Water Treatment Plant 300 Court Street West Union, WV 26456 (Wheeling District)

Weston Water Treatment Plant 1243 US Highway 19 South Weston, WV 26452

Buckhannon Water Treatment Plant 70 East Main Street Buckhannon, WV 26201

Kingwood Water Treatment Plant 313 Tunnelton Street Kingwood, WV 26537

Parsons Water Treatment Plant 341 Second Street Parsons, WV 26287

Beverly Water Treatment Plant 5 Walnut Street Beverly, WV 26253

Philippi Water Treatment Plant PO BOX 460 Philippi, WV 26416

Fairmont Filtration Plant 1400 Pleasant Valley Road Morris Park Fairmont, WV 26554

Clarksburg Water Treatment Plant 1029 Mount Clare Road Clarksburg, WV 26301

Water Supply Site	Serial Number for Controller HACH SC 1000 HC Units	Probes Serial Number (tag on the probe cord) Conductivity	Probes Serial Number (tag on the probe cord) PH
Morgantown Utility Board	1414518	1505460735	1501444677
West Union	1413291	1112530200	1112430215
Weston	1414326	1112460389	1112430393
Buckhannon	1414322	1112530142	1112430014
Kingwood	1409697	1112530197	1112430273
Parsons	1418227	1112460098	1101430027
Beverly	1414522	1112530134	1111431419
Philippi	1409715	1112530205	1112430272
Fairmont	1414469 & 1414517	1112460076	1111431418
Clarksburg	1409708	1112460174	1108430095

## **Provisions Required for Federally Funded Procurements**

- 1. Federal Funds: This purchase is being funded in whole or in part with Federal Funds and is subject to the requirements established in 2 CFR § 200. Pursuant to 2 CFR § 200.317 the provisions of 2 CFR §§ 200.322 and 200.326 are expressly included in this solicitation below and incorporated into any contract resulting from this solicitation by reference.
- 2. 2 CFR §200.322 Procurement of recovered materials: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 3. §200.326 Contract provisions: Pursuant to the requirements contained in 2 CFR §§ 200.317 and 200.326, the following provisions are included any contract resulting from this solicitation, to the extent that the provisions are applicable.
  - (A) At a minimum, the administrative, contractual, or legal remedies contained in W. Va. CSR § 148-1-5 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract resulting from this solicitation in instances where contractors violate or breach contract terms for contracts for more than the simplified acquisition threshold currently set at \$150,000 (which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908).,

West Virginia Code of State Rules § 148-1-5 states:

## § 148-1-5. Remedies.

- 5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.
- 5.2. Contract Cancellation.

- 5.2.a. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:
- 5.2.a.1. The vendor agrees to the cancellation;
- 5.2.a.2. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;
- 5.2.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;
- 5.2.a.4. The existence of an organizational conflict of interest is identified;
- 5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.
- 5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.
- 5.2.b. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.
- 5.2.c. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.
- 5.2.d. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:
- 5.2.d.1. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and
- **5.2.**d.2. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

#### 5.4. Suspension.

- 5.4.a. The Director may suspend, for a period not to exceed one (1) year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:
- 5.4.a.1. The vendor has exhibited a pattern of submitting bids and then requesting that its bid be withdrawn after bids have been publicly opened. For purposes of this provision, a pattern is two or more instances in any 12 month period.
- 5.4.a.2. The vendor has exhibited a pattern of poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to, two or more instances of any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; and failure to deliver commodities, services, or printing at the quality level required by the contract.
- 5.4.a.3. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.
- 5.4.a.4. The vendor's actions have given rise to one or more of the grounds for debarment listed in section 5A-3-33d.

- 5.4.b. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:
- 5.4.b.1. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.
- 5.4.b.2. A notice of suspension must inform the vendor:
- 5.4.b.2.A. Of the grounds for the suspension;
- 5.4.b.2.B. Of the duration of the suspension;
- 5.4.b.2.C. Of the right to request a hearing contesting the suspension;
- 5.4.b.2.D. That a request for a hearing must be served on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension;
- 5.4.b.2.E. That the vendor's failure to request a hearing no later than five(5) working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and
- 5.4.b.2.F. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.
- 5.4.b.3. A vendor's fallure to serve a request for hearing on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.5.4.b.4. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.
- 5.4.b.5. Within five (5) working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.
- 5.4.b.6. The hearing will be recorded and an official record prepared. Within ten (10) working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

- 5.4.c. A vendor may appeal a decision of the Director to the Secretary of Administration. The appeal must be in writing and served on the Secretary no later than five (5) working days of receipt of the Director's decision.
- 5.4.d. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within ten (10) working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.
- 5.4.e. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.
- 5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in West Virginia Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.
- 5.5.a. Debarment proceedings shall be conducted in accordance with West Virginia Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.
- 5.5.b. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.
- 5.5.c. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor,

including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated. 5.5.d. Pursuant to West Virginia Code section 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

- 5.5.e. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.
- 5.6. Damages.
- 5.6.a. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.
- 5.6.b. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.
- 5.6.c. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.
- (B) At a minimum, the termination for cause and for convenience provisions contained in W. Va. CSR § 148-1-5.2 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract in excess of \$10,000 resulting from this solicitation.

West Virginia Code of State Rules § 148-1-5.2 states:

- 5.2. Contract Cancellation.
- **5.2.**a. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:
- 5.2.a.1. The vendor agrees to the cancellation;
- **5.2.**a.2. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

- **5.2.a.3.** Failure to honor any contractual term or condition or to honor standard commercial practices;
- 5.2.a.4. The existence of an organizational conflict of interest is identified;
- **5.2.a.**5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.
- 5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.
- 5.2.b. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.
- 5.2.c. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
  - 41 CFR § 60-1.3 defines "Federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Accordingly, to the extent that this contract meets the definition of a "federally assisted construction contract" under 41 CFR Part 60-1.3, the following clause is included:

41 CFR 60-1.4 - Equal opportunity clause. (b) Federally assisted construction contracts.

In accordance with the requirements of described above, and except as otherwise provided in the applicable regulations, the following language is hereby incorporated into any contract resulting from this solicitation involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may

request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it falls or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(D) Davis-Bacon Act, as amended (40 U.S.C.3141–3148). Any construction contract resulting from this solicitation hereby requires compliance with the Davis-Bacon Act (40 U.S.C.3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor

Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week.

Any construction contract resulting from this solicitation hereby requires compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, any contract resulting from this solicitation in excess of \$100,000 that involve the employment of mechanics or laborers hereby requires compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" 'under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- (G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended— Any contract resulting from this solicitation in excess of \$150,000 hereby requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—
  Any contract resulting from this solicitation will not be awarded to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension."
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)— Any contract resulting from this solicitation requires compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.



State of West Virginia

## purchasing division Construction Bid Submission Review Form

This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotalion or bidding requirements for any individual construction project. This list does not and cannot include every kein, mistake of cycrelight that could pause a contractor's bid to the disqualitied. Rather, this list is intended to draw attention to come of the most common problems that the Purchasing Division encounters in the bidding process for construction projects, All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto (Bid Documents in their entirety to identify the actual request for quotation and bidding requirements. Felling to mad the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.

## Errors That Shall Be Reason for Immediate Bid Discualification

- i. Failure to attend a mandatory pre-bid inecting
- 2. Fallure to sign the bid
- 3. Failure to supply West Virginia contractor's license # on bid
- 4. Fallure to supply a signed drug free workplace affidavit with the bid
  5. Fallure to supply a velid bid bond or other surety approved by the State of West Virginia
  6. Fallure to meet any mandatory requirement of the RFQ
  7. Fallure to acknowledge receipt of Addenda (only if suppliated as mandatory)
  8. Fallure to submit tild prior to the bid opening date and time

- Federal debarment
- 10. State of West Virginia deberment or suspension

#### Errors that Hay Be Reason for Bid Disqualification Bofore Contract Award

- Uncontested debt to the State exceeding \$1,000.00 (must be oured prior to award)
- Workers' Compensation or Unemployment Compensation delinquency (must be oured prior to
- Not registered as a vendor with the State (must be oured prior to award)
- 3. Not registered as a vehicle with the State (must be 4. Failure to obtain required bonds and/or insurance)
- 5. Failure to provide the auti-contractor listing within 1 business day of bid opening
- 6. Fullure to use the provided RFQ form (only it stipulated as mandatory).

#### BID BOND PREPARATION INSTRUCTIONS

				1	AGENCY (A) (FO/REP# (B)
***	<b></b>		II A T T A MILE WAS ARRANGED AND THE	Bid Rond	•
(À)	'W. State Agency (Stated on Page I "Spending Unit")	K130.		RESENTS, That we, the unde	(E) .
(B)	Request for Quotation Number (upper right corner of page #1)	as Principal, and	s comorail	of (G	er the laws
(C)	Your Business Entity Name (or Individual Name if Sole Proprietor)	of the State of	(I)	with its principal office in the era held and firmly bound one	City of n The State
<b>(O)</b>	City: Location of your Company	of West Virginia,	as Obliges, in the penal sum	of KO ment of which, well and truly cirs, administrators, executors	
(B)	State, Location of your Company Surety Corporate Name	(S (L)	enally hind oniselves, off he	ineur di Muich' Men Tha Build Libeur di Muich' Men Tha Build	IO DE IDAGE,
G	City, Location of Suitely	süccescors and as	ilgius.		
Œ	State. Location of Surely		ing and the suite of the contraction of the contrac		
Ø	State of Surety Incorporation	The Go	ndition of the above obligat	ion is such that whereas the P administration a certain bid or	ntacipal has submitted to
<u> </u>	City of Surety's Principal Office Minimum amount of acceptable bid bond is	and made a bari to	scot to enfer into a contract	in writing for	brokesert addened Make in:
	5% of total bid. You may state "5% of bid" or a specific amount on this line in words.	<del></del>	0	WF	
(L)	Amognit of bond in numbers		· · · · · · · · · · · · · · · · · · ·		
(L) (S) (S) (S) (S) (S)	Brief Description of scope of work	<u> </u>			
(N)	Day, of the month Month	. WASSIT	Hereforb		
(C)	Acq.	109077	Thirthinitain		
(Ö)	Name of Business Entity (or Individual Name	(a)	If said bid shall be reject		and the field of the Country In A
m	if Solo Proprietor) Seal of Principal	(ل) منافع في المنافع المناف	220 od Hede Did bine II. d bodosta lescocca to bid a	ented and the Principal shall pereto and shall furnish any c	ther houds and insuration
(R) (S)	Signature of President, Vice President, or	semined by the bid	l or proposal, and shall in a	ii other respects perform the-	agreement created by the
	Authorized Agent	accounce of said	bid then this obligation a	hall be upil and void, others	rise this obligation shall
(T)	Title of Person Signing for Principal	degree approprie	e and effect. It is expressly	understood and agreed that to event, exceed the penal and	no namury of the Suicity.
(D)	Scal of Surety Name of Surety	herein stated	hird metermoer orient me me .	otenti ovecch mainten eteri	sens or ann benthistor at
(W)	Signature of Attorney in Fact of the Surely				
·	•	The Sur Surely and its bond	ety for value received, he shalf be in no way impance	ichy stipulates and agrees the i of affected by any extension	of this within which the it the confidence of stic
NOTE4;	Dated Power of Attorney with Surety Seal	Obliged may accep	i such bid; and said Surety d	ines hereby waive notice of a	y such extension.
	must accompany this bid bond.	'with	IBSS, the following signatu	pres and seals of Principal a	nd Surety, executed and
		sealed by a proper	officer of Principal and S	urcty, or by Principal indivi	dually if Principal is an
		individual, the (N)	day of(O), 2	U_(P)	
		Principal Seal			<u>(Ó)</u>
			an)	(Name of	Principal)
			(R)	By	(8)
				(Musi be President, Vice	President, or
				Duly Authorized Agent	)
					ers.
				Ť	illo
		Surety Seal			(V)
		Opening water	<b>(10)</b>	(Name	f Sucety)
					h w b.
				Attorney	W)
		di en en en en en en en	n and a harmon of the fact than the second	**	luia da desarronada associa
		LMPORTANT - S infurance dust all	urety executing bonds mu Ix its seal, and must attach	st he licensed in West Virg va power of attorney with it	s seal affixed.

## NOT APPLICABLE - BID BOND CHECK INCLUDED WITH BID SUBMISSION

	Agency REG,P.O#			
BID BONI	•	G		
KNOW ALL MEN BY THESE PRESENTS, That we, the underst	gnèd,			
of				
ofa corpor	allon organized and existing un	der the laws of the State of		
with its principal office in the City of	as Surety, are field is	nd firmly bound unto the State		
of West Virginia, as Obliges, in the penal sum of	(\$	) for the payment of which,		
well and truly to be made, we jointly and severally bind ourselves, our fish	is, administrators, executors, su	iccessors and assigns.		
The Condition of the above obligation is such that whereas the Department of Administration a certain bid or proposal, attached hereto as	nd made a part hereof, to enter	into a contract in writing for		
ŅOW THEREFORE,				
(a) If said bid shall be rejected, or (b) If said bid shall be accepted and the Principal shall sattached hereto end shall tumish any other bonds and insurance required the agreement created by the acceptance of said bid, then this obligation full force and effect. It is expressly understood and agreed that the liability of the penal amount of this obligation as herein stated.				
The Surety, for the value received, hereby stipulates and agrees way impaired or affected by any extension of the lime within which the waive notice of any such extension.	that the obligettens of said Str Obligee may accept such bid,	ely and its bond shall be in no and said Surely does hereby		
WITNESS, the following signatures and seats of Principal and Su	rety, executed and sealed by a	proper officer of Principal and		
Surely, or by Principal Individually If Principal is an Individual, thisde				
Principal Seel		of Principal)		
	•	• •		
	By (Must be Preside Duly Auti	ont, Vice President, or norized Agent)		
	· · · · · · · · · · · · · · · · · · ·	Title)		
Surefy Seal 55	(Name	of Surely)		
	Atlor	ney-in-Fact		

IMPORTANT — Surety executing bonds must be licensed in West Virginia to transact surely insurance, must affix its seal, and must affach a power of attorney with its seal affixed.

#### STATE OF WEST VIRGINIA Purchasing Division

## PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Gode \$5A-3-10a, 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; (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers compensation premium, permit fee or environmental fee or assessment and the metter has not become final of 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.

#### DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, jax or other amount of money owed to the state or any of its political subdivisions because of a judgment, line, penalt violation, license assessment, defaulted workers' compensation premium, penalty or other assessment, presently definquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance prijability to the old fund or to the uninsured employers" fund or being in policy default, as defined in W. Va. Code § 23-20-2, failure to maintain mandatory workers' compensation coverage; or tailure to fully meet its obligations as a workers' compensation self-insured employer. An amployer is not in employer default if it has entered into a repayment agreement with the insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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 control with the party receiving an amount that meets or exceed tive percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer aillims and acknowledges under penalty of law for false swearing (W. Va. Code 551-5-3) that neither vendor nor any related party owe a debt as delined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

#### WITNESS THE FOLLOWING SIGNATURE:

Vèndor's Name: <u>HAC</u>	H COMPANY				(3.4)
Authorized Signature:	Olibe Cro		Dale: Decen	nber 2, 2016	. A
*Per Hach Contrac	t Addendum				111
State of Colorado					- En
County of Larimer	jo-mit:		15/2		- E
Taken, subscribed, and s	worn to before me this_	2 day of December	.2	<u>o 16</u> ,	
My Commission expires	May 13	žo 19.		1	
		1	Malan	Kolo	·.
AFFIX SEAL HERE		NOTARY PUBLIC	MULUUU		
			Pitrobesine L	Midauli i Havissa hama marer	10

MELANIE BOGUS

NOTARY PUBLIC

STATE OF COLORADO

NOTARY ID 20154018968

MY COMMISSION EXPIRES MAY 13, 2019

WV-73 Approved / Revised 08/01/15



## State of West Virginia drug free workplace conformance affidavit

West Virginia Code §21-10-5 COLORADO STATE OF WEST VIRGINIA, COUNTY OF LARENER after being first duly sworn, depose and state as follows: I am an employee of (Company-Name) 2. I do hereby attest that (Company Name) maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with West Virginia Code §21-1D. The above statements are sworn to under the penalty of perjury. Signature: Company Name: Date: 1/30/16 Taken, subscribed and sworn to before me this 3th day of November By Commission expires Tho 11 2017 (Seal)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

TANYA ERNSTING **Notary Public** State of Colorado Notary ID 20054014482 ly Commission Expires Apr 11, 2017 Rev. August 1, 2015

## 745 DRUG AND ALCOHOL POLICY

It is Hach Company's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, associates are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

The illegal manufacturing, possession, use, sale or distribution of controlled substances on company premises or while on company business is prohibited. Possession, use, sale or distribution of alcohol by persons on company premises is prohibited unless approved by Senior Management and Human Resources Management. It is also a violation of company policy for an associate to report to work with illegally used controlled substances in his or her system or for an associate who is impaired by alcohol or drugs to work or drive a company vehicle.

The use of legally prescribed drugs is permitted on the job only if it does not impair an associate's job performance.

Violations of this policy will not be tolerated. In addition, the company will fulfill its legal obligation, as a government contractor, to report to the appropriate authorities any person found to be manufacturing, selling, distributing, using, or possessing illegal controlled substances on company premises or on company business. Any associate who is convicted or pleads guilty or no contest under a criminal drug statute for a violation must notify the company within five days of such conviction or plea.

Associates with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with their supervisor/manager or a Human Resources representative to receive assistance or referrals to appropriate resources in the community.

Associates with drug or alcohol problems that have not resulted in and are not the immediate subject of disciplinary action may request approval to take time off to participate in a rehabilitation or treatment program.

Hach is in compliance with all state drug and alcohol laws and testing procedures. Refer to Human Resources for specific state drug and alcohol policies.

Associates with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with their supervisor/manager or a Human Resources representative.



#### HACH COMPANY DRUG AND ALCOHOL POLICY

#### I. Purpose

Hach Company is committed to a safe, healthy, and productive work environment for all Associates free from the effects of substance abuse. Abuse of alcohol, drugs, and controlled substances impairs Associate judgment, resulting in increased safety risks, injuries, and faulty decision-making. In accordance with the Drug-Free Workplace Act of 1988, the Company prohibits the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during Company time, on Company premises or other Work Sites, whether those Work Sites are owned by or controlled by the Company, its subsidiaries and/or affiliates or the Company's customers or vendors

#### II. Scope

This Policy applies to all Associates. All Associates have been issued upon initiation of this Policy or upon hire (whichever is later) a copy of the Company Policy, describing in detail the substances for which testing is required and the conditions under which tests will be performed.

#### III. Definitions

- A. "Alcohol" includes alcohol, ethanol, isopropanol, and methanol.
- B. "Associate" is an employee of Hach Company.
- C. "Applicant" includes any person who has made an oral or written application to the Company to become an Associate and has received a conditional offer of employment.
- D. "Company Property" and "Company Equipment, Machinery, or Vehicles" mean all real property, plant, equipment and motor vehicles that are owned, leased, rented, or used by the Company (hereafter referred to as "Company Property."
- E. "Detectable levels of illegal drugs and the metabolites of illegal drugs" means any amount that is determined to be present using lawful, scientifically-valid testing methods.
- F. "Detectable levels of alcohol" means an alcohol concentration of .02 or greater, expressed in terms of weight in grams of alcohol to volume in liters of breath.
- G. "Associate" is a person currently employed by the Company, either full or part time.
- H. "Illegal drugs" means any controlled substance, medication, or other chemical substance that (i) is not legally obtainable; or (ii) is legal obtainable, but is not legally obtained or is not being used for the purpose(s) for which it was prescribed or was intended; or (iii) is a substance included in Schedule I, II, III, IV, or V under the Federal Controlled Substances Act, 21 U.S.C. § 801, et. seq.
- I. "Legal drug" means a drug for which the person using and/or possessing it has a valid prescription or has purchased as an over-the-counter medication.
- J. "Medical Review Officer" ("MRO") means a licensed physician that has knowledge

of substance abuse disorders and has the appropriate medical training to evaluate positive results, medical histories, and any other relevant biomedical information.

K. "Sample" means a sample taken from the body capable of revealing metabolites, such as urine, saliva, skin, or hair. "Sample" also includes a breath sample taken pursuant to the provisions of this Policy for alcohol testing. The term "sample" does not include blood, except when taken from an Associate involved in a workplace accident at the direction of the person providing the treatment and not taken at the request or the suggestion of the Company.

L. "Safety-Sensitive Position" means a job in which an accident could result in a loss of life, serious bodily injury, or significant property or environmental damage.

M. "Worksite(s)" means Company Property or the property of any of Company's customers, vendors or others upon which premises the Associate is performing a job-related function.

#### IV. Statement of Policy

To ensure a safe and productive work environment the Company prohibits the use, sale, dispensation, manufacture, distribution or possession of alcohol, drugs, controlled substances, or drug paraphernalia on any Company Property or Worksites. This prohibition includes Company owned vehicles, or personal vehicles being used for Company business or parked on Company property.

No Associate shall report to work or be at work with alcohol or with any detectable amount of Illegal Drugs or Alcohol in the Associate's system.

Prescription drugs are permitted on Company Property and Worksites if prescribed by a licensed healthcare professional for the Associate, the prescription was filled by a licensed pharmacist, and is taken in accordance with the prescriber's instructions. If an Associate believes that the use of prescription or over-the-counter medication may pose a safety risk to any person or interfere with the Associate's job performance, the legal drug use must be reported to a manager. Management will keep such information confidential. After appropriate consultation with healthcare professionals, management will determine whether any work restriction or other limitation is necessary. If it is determined that the Associate poses a safety risk, or that the Associate's performance of essential job functions is adversely affected due to the use of a legal drug, the Associate may be required to take a leave of absence, transfer to another job, or comply with other appropriate action.

Any violation of this Policy may result in disciplinary action up to and including termination.

#### V. Categories of Associate Substance Testing

#### A. Pre-employment Testing:

- 1. All Applicants with Hach Company, (Applicants) shall undergo post-offer, pre-employment drug testing. Applicants will be informed that, as a condition of employment, they must pass a drug-screening test.
- 2. Applicants who test positive will be notified if they do not meet the standards for employment and of their right to request a re-test of the urine sample that can be reviewed by a medical review officer.

#### B. Reasonable Suspicion Testing:

An Associate will be asked to submit to tests for alcohol and/or illegal drugs when the Associate is reasonably suspected of being impaired in the performance of his or her job.

- 1. Reasonable suspicion testing may result from one of the following examples, but is not limited to the following:
  - a. Specific, personal and articulable observations concerning the appearance, behavior, speech or performance of the Associate; or
  - b. Violation of a safety rule, or other unsafe work incident which, after further investigation of the Associate's behavior, leads the supervisor(s) /manager(s) to believe that the Associate's functioning is impaired; or
  - c. Other contemporaneous physical or circumstantial indicators of impairment.
- 2. When a supervisor/manager has reasonable suspicion to request testing, the supervisor/manager will arrange to transport the Associate to the collection site, and will arrange for the Associate's transport home.
- 3. The Associate will continue in a paid status pending the receipt of testing results by Hach Company.

## C. Post Accident Testing:

An Associate must submit to a drug and/or alcohol test after an on the job accident.

- 1. An accident for purposes of this Policy is defined as an incident or occurrence in which:
  - (a) a person dies or requires medical treatment or
  - (b) property damage is estimated at greater than \$50 or
  - (c) it involves use of a Company vehicle or
  - (d) it involves an Associate in a personal vehicle accident who as a regular condition of his/her employment is required to drive a non-Company vehicle.
  - (e) it involves an Associate in a Safety-Sensitive position.
- 2. An Associate who is involved in an accident must immediately report the accident to his or her supervisor/manger.
- 3. Whenever a supervisor/manager observes or is notified of an accident as defined in C(1)(a) through (e) above, the supervisor/manager will initiate drug and alcohol testing. The supervisor/manager will order the Associate to submit to a urine and/or breath test. The supervisor/manager will arrange to transport the Associate to the collection site and will arrange for the Associate's transport home.
- 4. The Associate will continue in a paid status pending the receipt of drug testing results by Hach Company.
- VI. Substances for which tests may be performed include the following substances or their metabolites:
  - A. Marijuana
  - B. Cocaine
  - C. Opiates
  - D. Phencyclidine (PCP)
  - E. Amphetamines
  - F. Alcohol

#### VII. Voluntary Treatment

The Company supports sound treatment efforts. Whenever practical, the Company will

assist Associates in overcoming drug, alcohol, and other problems which may affect Associate job performance, as long as the Associate has not previously violated this Policy.

If an Associate seeks treatment for drug or alcohol use, the Associate may be eligible to go into a drug and/or alcohol treatment program either through Hach Company medical insurance program or at his or her own expense.

If the Associate elects to enter an appropriate treatment program, the Associate may be placed on unpaid status, but will be required to use any accrued vacation time and sick leave while participating in the evaluation and treatment program, so long as the Associate is complying with the conditions of treatment. Hach Company will have the right to require verification from the health care provider for a release to work and/or verification of treatment as covered in the Company's medical leave policies. More information regarding availability of treatment resources and possible insurance coverage for treatment services is available from the Human Resources Department.

#### VIII. Safeguards/Confidentiality

The drug screen analysis is accomplished through urinalysis testing. Alcohol testing may be through breath testing. Samples will be collected in a sanitary environment designed to maximize Associate's privacy while minimizing the possibility of sample tampering. If there is a positive drug and/or alcohol result on the initial screening test, the laboratory or blood alcohol technician will automatically do a second test to confirm the results. The second drug test will be performed using gas chromatography/mass spectrometry or other scientifically accepted method. A positive breath alcohol test will be confirmed by a second breath test.

All drug tests are performed by a government-certified outside laboratory. All government-certified outside laboratories strictly follow chain of custody guidelines to ensure the integrity of the testing process. The Company shall use a Medical Review Officer (MRO) who will receive the laboratory results of the testing procedure. The MRO shall be a licensed physician and have knowledge of substance abuse disorders and the appropriate medical training to evaluate positive results, medical histories, and any other relevant biomedical information. The MRO shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication.

If the results of the initial test are negative, the testing laboratory will report the results to the MRO retained by the Company. The MRO or the testing laboratory reports the negative results to the Company. In this instance, no additional tests on the specimen will be done.

If the results of the initial test are positive, that is, if the results exceed the permitted

levels for any of the drugs tested or if the blood alcohol test comes back positive, a second confirmatory test shall be performed. The Associate is prohibited from performing any duties if the initial test is positive, and while the confirmatory testing is being performed. Only specimens that are confirmed positive on the second (confirmatory) test are reported positive to the MRO for review and analysis. The MRO will contact the Associate personally, in the case of a positive test result. The MRO has the responsibility of reporting to Hach Company whether the test results are positive or negative.

An applicant or Associate who does not pass a drug test may request that the original sample be analyzed again at the individual's expense by a government certified laboratory. All requests for an independent analysis must be made in writing within 72 hours of notification of a confirmed positive test result. In the event the drug and/or alcohol test results are not achieved due to a diluted sample, the applicant will be required to re-test.

Each applicant or Associate will have an opportunity to discuss the drug and/or alcohol test with a Medical Review Officer in a confidential setting. Each applicant or Associate upon his or her request may be provided with a written copy of the positive test result, upon written request. Upon written request within seven days of taking the test an Associate may access records relating to his drug and/or alcohol test.

#### IX. Consequences

#### A. Testing Positive for Illegal Drugs

Discipline for testing positive will be uniformly and consistently applied. Any action taken pursuant to a positive drug test will be based solely on the results of the test and will not be influenced by other factors. Associates who test positive for illegal drugs will be terminated. Applicants who test positive for illegal drugs will not be hired.

#### B. Refusal to comply

Associates who refuse to undergo testing pursuant to the Policy or who fail to cooperate with such testing procedures will have their employment terminated. Applicants who refuse to undergo testing pursuant to this Policy or who fail to cooperate with such testing procedures will not be hired.

#### C. Interference with testing

Any Associate or applicant who obstructs the testing process in any way, including but not limited to adulterating or attempting to adulterate a sample, will be deemed to have failed to cooperate with the testing procedures. Refusal to

undergo testing also includes failing to provide an adequate urine sample for testing without a valid medical explanation.

#### D. Testing Positive for Alcohol

Discipline for testing positive will be uniformly and consistently applied. Any action taken pursuant to a positive alcohol test will be based solely on the results of the test and will not be influenced by other factors. Associates who test positive for alcohol in violation of the Policy will be terminated immediately.

- D. Any Associate who has been observed using or possessing illegal drugs or alcohol during work time (including rest periods or lunch breaks) or on Company Property is in violation of this Policy.
- E. Return to Duty After Follow-Up Testing. The Company is not obligated to reinstate or rehire any Associate who is terminated for the violation of Company prohibitions or other requirements concerning Illegal Drugs and/or Alcohol. Should the Company retain an Associate or decide to reinstate an Associate, he/she will be subject to follow-up Illegal Drug and Alcohol testing as required by the Company. The Associate must also seek counseling through the Employee Assistance Program and will be subject to random Illegal Drug and Alcohol tests for a period of twelve (12) months after such reinstatement. All follow-up testing will be unannounced and without prior notice to the Associate. The Associate will pay for any tests that are confirmed "positive." An Associate whose return to duty/follow-up test is "positive" or who refuses or fails to submit to a test will be discharged or will not be reinstated.

#### X. Criminal Convictions; Search and Seizure

An Associate's conviction or arrest under any criminal drug and/or controlled substance statute requires company notification within five (5) days after the arrest or conviction. Failure to report an arrest or conviction relating to a criminal drug and/or controlled substance statute will result in disciplinary action by the Company.

Employees, their possessions, and Company-issued equipment and containers under employee control are subject to search and surveillance at all times while on Company premises or work sites or while conducting Company business.

#### XI. At Will Employment

Nothing in this Policy is to be construed to prohibit Hach Company from maintaining a

safe and secure work environment or to limit its right to impose disciplinary action as it may deem appropriate for reasons of misconduct or poor performance, regardless of whether the misconduct or poor performance arises out of the use of alcohol or drugs. Such disciplinary actions may include termination of employment. Employment is at-will and subject to termination by Hach Company or the Associate at any time, with or without notice and with or without cause.

If the rules and regulations of this policy do not coincide with your state policy, Hach will abide by the policy of the state in which you reside.



## **Hach Company Instrument Service and Parts**

Dear Customer:

The instruments you purchased, part of the following family of brands --- Hach, American Sigma, Anatel, Astro, Great Lakes Instruments, Hydrolab, Lachat, Marsh-McBirney, Orbisphere, OptiQuat, OTT, Polymetron and Radiometer-Analytical --- were designed to be reliable, durable and easy to operate. Our goal is to design and manufacture instruments that give accurate readings with minimum maintenance requirements.

The Hach Service Representative is a highly trained professional that has a thorough, in-depth knowledge of the workings of each manufactured instrument. Our factory-trained service personnel are the only people authorized to perform any repair, start-up service or maintenance on these instruments. Because of the many different parameters and types of analyzers, we do not recognize or authorize any other service organization to perform repair or recalibration on these analyzers. As an ISO 9001 certified company, we maintain the highest standards for quality assurance and NIST traceable test and calibration equipment. Also, unauthorized repairs will result in voiding the instrument's warranty.

All parts used in our instruments meet our specifications and conform to our high standards. Many parts that may be available from a local vendor go through a testing procedure before being available as a Hach authorized part to ensure that they meet the performance tolerances specified for proper instrument performance. Additionally, the use of non-Hach supplied parts will result in voiding the instrument's warranty.

We have service repair centers that can repair and return instruments efficiently and economically. For on-site services we have an extensive field service organization.

Please contact the Hach Company Service Center at 1-800-227-4224 ext.6070, or web site at www.hach.com or our fax number 515-956-3810 for additional information.

Sincerely

The Hach Company Service Group





## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 12/07/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

t	he terms and conditions of the policy ertificate holder in lieu of such endor	, cert seme	tain   ent(s	policies may require an e ).	ndorse	ement. A sta	tement on th	is certificate does not confe	er rights to the
PRO	DDUCER				CONTA	CT	-		<del>_</del>
	MARSH USA INC. 1050 CONNECTICUT AVENUE, SUITE 700				PHONE FAX				
	WASHINGTON, DC 20036-5386				(A/C, No, Ext): (A/C, No):  E-MAIL ADDRESS:				
	Attn: Danaher.certrequest@marsh.com Fax (2	212) 94	8-050	3	ADDK		ÉTIDEDIS) A FEOI	PRINC COVERACE	NAIG #
040	108-ALL-7/1-16-17 HACH				INSURER(S) AFFORDING COVERAGE INSURER A : ACE American Insurance Company				22667
-	URED								43575
	HACH COMPANY 5600 LINDBERGH DRIVE				INSURER B: Indemnity Ins Co Of North America INSURER C: ACE Fire Underwriters Insurance Company				20702
	LOVELAND, CO 80538				INSURER D : Agri General Insurance Company			42757	
l					INSURER D : Agri General insurance company 42/3/				42131
					INSURE		·		<del>-</del>
CO	VERAGES CER	TIFIC	CAT	E NUMBER:	•	-005099837-07		REVISION NUMBER:7	
	HIS IS TO CERTIFY THAT THE POLICIES						THE INSURE	ED NAMED ABOVE FOR THE D	OLICY DEBIOD
C	INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR		ADDL	SUBF	LIMITS STOWN WAT HAVE	DEEN.	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		<del></del>
A	X COMMERCIAL GENERAL LIABILITY	INSD	WVD	POLICY NUMBER HDOG27853614		07/01/2016	(MM/DD/YYYY) 07/01/2017	LIMITS	
				, I DO GET GOOD I'T		07/01/2010	0710112017	EACH OCCURRENCE \$ DAMAGE TO RENTED	2,000,000
	X Contractual Liability							PREMISES (Ea occurrence) \$	2,000,000
	X Broad Form PD							MED EXP (Any one person) \$	10,000
	2.000 / 0/111 / 0							PERSONAL & ADV INJURY \$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:  X POLICY PRO- JECT LOC							GENERAL AGGREGATE \$	5,000,000
								PRODUCTS - COMP/OP AGG \$	5,000,000
Α	OTHER: AUTOMOBILE LIABILITY		-	ISAH09043019		07/01/2016	07/01/2017	COMBINED SINGLE LIMIT \$	0.000.000
	X ANY AUTO	i		100 100 100 10		0770172010	5110112011	(Ea accident) \$  BODILY INJURY (Per person) \$	3,000,000
	ALL OWNED SCHEDULED								
	AUTOS AUTOS NON-OWNED	l ,						BODILY INJURY (Per accident) \$ PROPERTY DAMAGE ©	
	HIRED AUTOS AUTOS							(Per accident) *	<del></del> -
	UMBRELLA LIAB OCCUP	-						\$	
	- CCCOR							EACH OCCURRENCE \$	
	CLAINS-WADE	1						AGGREGATE \$	
В	DED   RETENTION \$   WORKERS COMPENSATION	<del> </del>	Х	WLRC48606593 (AOS)		07/01/2016	07/01/2017	X PER OTH- STATUTE ER	
Α	AND EMPLOYERS' LIABILITY			WLRC48606611 (CA, MA)		07/01/2016	07/01/2017		0.000.000
С	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?   N	N/A		SCFC4860660A (WI)		07/01/2016	07/01/2017	E.L. EACH ACCIDENT \$	2,000,000
D	If yes, describe under	li		WLRC48606623 (TN)		07/01/2016	07/01/2017	E.L. DISEASE - EA EMPLOYEE \$	2,000,000
	DESCRIPTION OF OPERATIONS below			1111			-	E.L. DISEASE - POLICY LIMIT   \$	2,000,000
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	FS (4	CORE	101 Additional Pomarks School	de may h	e attached if mo	ra enaca le raquir		
STAT	TE OF WEST VIRGINIA/DHHR IS ADDITIONAL INSU	JRED F	OR G	ENERAL LIABILITY AND AUTO LIA	BILITY B	UT ONLY AS REC	QUIRED BY WRIT	TEN CONTRACT WITH RESPECT TO	THE OPERATIONS
OF T	HE NAMED INSURED. WAIVER OF SUBROGATION	I IŞ AP	PLICA	BLE FOR WORKERS COMPENSA	TION WH	IERE REQUIRED	BY WRITTEN CO	INTRACT.	THE OF EIGHTONG
CE	CERTIFICATE HOLDER								
UEI	RTIFICATE HOLDER				CANC	ELLATION		<del></del>	<del></del>
	STATE OF WEST VIRGINIA/DHHR BUREAU FOR PUBLIC HEALTH ENVIRONME 350 CAPITOL ST, RM 313 CHARLESTON, WV 25301-1757	NTAL F	HEALT	H SERVICES	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
						AUTHORIZED REPRESENTATIVE of Marsh USA Inc.			

Marconi Musconenjee

Manashi Mukherjee

#### Contract Addendum to State of West Virginia Bid 1700000001 Hach Field Service (the "Project")

Parties: State of West Virginia ("Customer")
Hach Company ("Supplier")

Date: December 6, 2016

Recitals: Customer and Supplier are entering into a contract for the Project and, for convenience, are using Customer's standard contract forms ("Customer's Base Contract") for the purchase of Supplier's goods and/or services ("Goods" and/or "Services"). This Addendum is intended to provide reasonable revisions to Customer's Base Contract for the purpose of enabling the parties to enter into a contract for the Project without prolonged or complex negotiations over terms and conditions. Accordingly, the parties incorporate this Addendum into the Customer's Base Contract and make it an integral part thereof, taking precedence over any contrary terms or conditions that may be contained therein, in any purchase orders, or in any other writings, addenda or exhibits constituting part of the agreement between the parties (collectively, the "Agreement").

**Revisions:** Notwithstanding anything to the contrary contained in the Agreement, the following provisions and rules of construction apply:

- 1. Indemnification. Any and all indemnification obligations imposed upon Supplier are limited to the proportionate extent of those damages caused by Supplier's breach of the Agreement, negligence, wrongful conduct, or violations of law, and expressly exclude damages caused by negligence, misuse or misapplication of goods by others. For non-government customers, Supplier's indemnification obligations are provided on the condition that Customer defends, indemnifies and holds harmless Supplier against those damages to the proportionate extent caused by misuse or misapplication of goods, negligence, wrongful conduct, or violations of law by the Customer, its affiliates, or those in privity with them.
- 2. Limitation on Liability. The TOTAL LIABILITY OF SUPPLIER AND ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS ARISING OUT OF PERFORMANCE, NONPERFORMANCE, OR OBLIGATIONS IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, DELIVERY, AND/OR USE OF GOODS AND/OR SERVICES IN NO CIRCUMSTANCE INCLUDES ANY LIQUIDATED, PENALTY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, NOR EXCEED AN AMOUNT THAT IS UNREASONABLY DISPROPORTIONATE TO THE TOTAL AMOUNT OF COMPENSATION ACTUALLY PAID TO SUPPLIER UNDER THE AGREEMENT, EXCEPT ONLY IN THE CASE OF DAMAGES ARISING DUE TO SUPPLIER'S WILLFUL MISCONDUCT
- 3. Warranty. Supplier warrants to Customer that each of the Goods conforms to its written warranty set forth in its user manual in effect on the date of purchase, or, if there is no express warranty therein, that each of the Goods will be free from defects in material and workmanship and will conform to the manufacturer's quoted specifications for twelve (12) months from delivery. Warranties do not extend to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. Supplier warrants that it will perform all Services in accordance with its standard practices and that the Services will be free from defects in workmanship for a period of ninety (90) days from their date of performance. If Supplier breaches this warranty and the Customer notifies Supplier of such breach within 30 days of the end of the applicable warranty period, Supplier will, at its option, either replace or repair the nonconforming Goods, or re-perform any nonconforming

Services, or refund the amounts paid by Customer to Supplier for the nonconforming Goods and/or Services. THIS IS THE EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY. SUPPLIER EXPRESSLY DISCLAIMS ANY REMEDIES OF "COVER" AND ANY WARRANTIES IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 4. Intellectual Property. Supplier retains all rights in and to any intellectual property and confidential information created or procured by it or its representatives at any time, and Customer receives licenses to use such intellectual property and information only to the extent provided by implied license under applicable law.
- **5. Affiliates.** Except to the extent signed by a duly authorized representative of an affiliate of Supplier, the Agreement does not bind any affiliates of Supplier.
- 6. Acceptance and Set-off. Except to the extent agreed upon in writing by Supplier's CFO, all Goods and Services are deemed accepted upon delivery and early payment discounts do not apply. Any set-off rights in the Agreement notwithstanding, Customer bears the customary burden of proof with respect to any amounts invoiced by Supplier but not paid by the invoice due date. This revision does not adversely impact any of Customer's rights under Supplier's warranties.
- **7. Audit Rights.** Supplier is not subject to any audit rights in favor of the Customer, except for audit rights (under reasonable conditions) directly related to Supplier's compliance with laws and regulations (e.g., safety) which are directly applicable to Supplier's Goods and/or Services purchased under this Agreement.
- **8. Insurance.** Supplier is not obligated to purchase or carry Professional Liability or E&O Insurance coverage, provide copies of Supplier's policies, or provide waivers of subrogation. Supplier may include Customer and their Affiliates as an Additional Insured party.
- **9. Revisions to the Agreement.** Nothing in the Agreement supersedes or nullifies this Addendum. Supplier's obligations under the Agreement will only be modified by written agreement of Supplier through the same duly authorized representative who signed this Addendum, or such person's duly authorized successor.
- **10. Payment.** Supplier agrees to invoice only once in advance of the start of the service partnership. All payments are due within 30 days of the invoice date, on the activation date of any service partnership.
- **11. Definitions.** Contract Services as defined by Customer in ARFQ EHS 1700000002 does not include equipment replacement insurance on the Conductivity or pH probes.
- 12. Verification and Maintenance. Supplier agrees to perform preventative maintenance service twice a year on the Conductivity and pH probes and a once a year certification on the SC1000. Supplier further agrees that repairs apply to SC1000 controller only and not to pH or Conductivity Probes. Upon our first visit, these units will be evaluated and a replacement may be recommended and replacement cost not covered under this contract. Customer agrees that they will be responsible for sending in the unit for the

Water Supply System to the factory if Supplier is unable to repair controller in the field.

- 13. Fixed Period Contract with Renewals: This contract becomes effective upon Supplier's receipt of the notice to proceed and the work note more fully described in the specifications (and services noted on Quote# 100178651v%) must be completed within 45 calendar days. Upon completion, the supplier agrees that maintenance, monitoring, and/or warranty services will be provided for one year thereafter with an additional 2 years successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed 24 months in total. Automatic renewal of this contract is prohibited.
- 14. Additional Agency and Local Government Use: Supplier requires that approval by Hach's Legal Department is gained prior to any other agencies utilizing this contracted agreement between State of WV and Hach Company
- **15. Reports:** Supplier is not responsible for providing any project management reports or any reports that are not easily created through Supplier's reporting system. Any reports will be provided in Supplier's formatting as outlined by Hach reporting systems.
- 16. Contractor's License: Wording specified in West Virginia code 22-11-1 and 22-11-2 does not apply to the services quoted and Supplier takes exception to any association thereof. Supplier is not a construction contractor and therefore a contractor's license is not required for the services to be performed on the Hach manufactured instrumentation by Supplier. Construction work such as electrical, plumbing, excavating, etc. are not part of the scope of work provided by Supplier. Supplier factory trained personnel are the only individuals authorized to perform service or maintenance on the Hach manufactured instrumentation.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives, intending thereby to be legally bound.

State of West Virginia	Hach Company:
Ву:	By Tolbu Crose
Name:	Name: Robbin Crane
Title:	Title: Service Product Line Horager
Date:	Date: 12/6/16



## Terms and Conditions (Remitter and Payee):

- \* Please keep this copy for your record of the transaction
- \* The laws of a specific state will consider these funds to be "abandoned" if the Cashier's Check is not cashed by a certain time
  - Please cash/deposit this Cashier's Check as soon as possible to prevent this from occurring
  - In most cases, the funds will be considered "abandoned" before the "Void After" Date
- \* Placing a Stop Payment on a Cashier's Check
  - Stop Payment can only be placed if the Cashier's Check is lost, stolen, or destroyed
  - We may not re-issue or refund the funds after the stop payment has been placed until 90 days after the original check was issued
- \* Please visit a Chase branch to report a lost, stolen, or destroyed Cashier's Check or for any other information about this item

FOR YOUR PROTECTION SAVE THIS COPY

CASHIER'S CHECK

**Customer Copy** 9275615441

12/05/2016 Void after 7 years

Remitter: HACH CO

\$\*\* 652.00 \*\*

Pay To The STATE OF WV DEPT OF ADMIN PURCHASING DIV Order Of:

Memo:

Note: For information only. Comment has no effect on bank's payment.

Drawer: JPMORGAN CHASE BANK, N.A. NON NEGOTIABLE

CHASE (3)

#### CASHIER'S CHECK

Date

Columbus, OH

12/05/2016

Void after 7 years

SETTRUL WATER JARY

282111107 NEW 01/08 8810004306

Remitter: HACH CO

Pay To The STATE OF WV DEPT OF ADMIN PURCHASING DIV Order Of:

Pay: SIX HUNDRED FIFTY TWO DOLLARS AND 00 CENTS

\$\*\* 652.00 \*\*

Do not write outside this box

temo:-

Note: For information only. Comment has no effect on bank's payment.

Drawer: JPMORGAN CHASE BANK, N.A.

Senior Vice President
JPMorgan Chase Bank, N.A.

Fontures
Details on
Back