



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header @ 1

[List View](#)
**General Information** [Contact](#) [Default Values](#) [Discount](#) [Document Information](#)

Procurement Folder: 342420

Procurement Type: Central Contract - Fixed Amt

Vendor ID: 000000185350

Legal Name: HACH CO

Alias/DBA:

Total Bid: \$76,774.60

Response Date: 09/05/2017

Response Time: 16:10

SO Doc Code: CRFQ

SO Dept: 0506

SO Doc ID: EHS1800000001

Published Date: 8/17/17

Close Date: 9/6/17

Close Time: 13:30

Status: Closed

Solicitation Description: Repair Replacement and Maintenance of HACH Panels

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia**  
**Solicitation Response**

**Proc Folder :** 342420

**Solicitation Description :** Repair Replacement and Maintenance of HACH Panels and Probe

**Proc Type :** Central Contract - Fixed Amt

| Date issued | Solicitation Closes    | Solicitation Response        | Version |
|-------------|------------------------|------------------------------|---------|
|             | 2017-09-06<br>13:30:00 | SR 0506 ESR09051700000000861 | 1       |

**VENDOR**

000000185350

HACH CO

**Solicitation Number:** CRFQ 0506 EHS1800000001

**Total Bid :** \$76,774.60

**Response Date:** 2017-09-05

**Response Time:** 16:10:06

**Comments:** Please reference enclosed quotations , clarifications and contract addendum attached within submission.

**FOR INFORMATION CONTACT THE BUYER**

Charles D Barnette  
(304) 558-2566  
charles.d.barnette@wv.gov

**Signature on File**

**FEIN #**

**DATE**

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

| Line | Comm Ln Desc                        | Qty     | Unit Issue | Unit Price     | Ln Total Or Contract Amount |
|------|-------------------------------------|---------|------------|----------------|-----------------------------|
| 1    | 4..1.1 Replacement of the PH Probes | 9.00000 | EA         | \$1,260.000000 | \$11,340.00                 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 41113319  |              |               |         |

|                        |  |
|------------------------|--|
| Extended Description : | 4.1.1 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 B |
|------------------------|--|

**Comments:** Reference Hach quotation 100280286

| Line | Comm Ln Desc                                | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|-----|------------|------------|-----------------------------|
| 2    | 4.1.2 Repair of the HACH SC-1000 Controller |     |            |            | \$15,010.00                 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81112201  |              |               |         |

|                        |   |
|------------------------|---|
| Extended Description : | 4.1.2 Repair of the HACH SC-1000 Controller: Must evaluate and repair as needed the SC-1000 controller at 10 locations listed in Exhibit B: |
|------------------------|---|

**Comments:** Reference Hach quotation 100280288

| Line | Comm Ln Desc                         | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--------------------------------------|-----|------------|------------|-----------------------------|
| 3    | 4.1.3 The support agreement Year (1) |     |            |            | \$15,043.00                 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81112201  |              |               |         |

|                        |  |
|------------------------|--|
| Extended Description : | 4.1.3 The Support Agreement: Support agreement must take effect within 30 days after repairs and replacement of parts as described Exhibit B |
|------------------------|--|

**Comments:** Reference Hach quotation 100178621



| Line | Comm Ln Desc                   | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--------------------------------|-----|------------|------------|-----------------------------|
| 4    | The Support agreement Year (2) |     |            |            | \$16,941.50                 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81112201  |              |               |         |

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

**Comments:** Reference Hach quotation 100280302

| Line | Comm Ln Desc                   | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--------------------------------|-----|------------|------------|-----------------------------|
| 5    | The Support agreement Year (3) |     |            |            | \$18,440.10                 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81112201  |              |               |         |

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

**Comments:** Reference Hach quotation 100213120

| Line | Comm Ln Desc                   | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--------------------------------|-----|------------|------------|-----------------------------|
| 6    | The Support agreement Year (4) |     |            |            | \$0.00                      |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81112201  |              |               |         |

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

**Comments:** Hach is no bidding the fourth year support agreement.



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

State of West Virginia  
Request for Quotation  
33 — Service - Misc

Proc Folder: 342420

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

Proc Type: Central Contract - Fixed Amt

| Date Issued | Solicitation Closes    | Solicitation No         | Version |
|-------------|------------------------|-------------------------|---------|
| 2017-08-17  | 2017-09-06<br>13:30:00 | CRFQ 0506 EHS1800000001 | 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 Lindbergh Dr

Loveland CO 80538

Phone: 800-227-4224

#### FOR INFORMATION CONTACT THE BUYER

Charles D Barnette

(304) 558-2566

charles.d.barnette@wv.gov

\*

Signature X

*Rolanda Stanek*

FEIN #

42-0704420

DATE

9/1/17

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

\*Per Hach Contract Addendum Enclosed

**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 a contract 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 attached documentation.

| INVOICE TO  | SHIP TO   |
|---|---|
| PURCHASING DIRECTOR - 304-356-4095<br>HEALTH AND HUMAN RESOURCES<br>BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES<br>350 CAPITOL ST, RM 313<br><br>CHARLESTON WV25301-1757<br><br>US | PURCHASING DIRECTOR - 304-356-4095<br>HEALTH AND HUMAN RESOURCES<br>BPH - ENVIRONMENTAL HEALTH SERVICES<br>350 CAPITOL ST, RM 313<br><br>CHARLESTON WV 25301-1757<br><br>US |

| Line | Comm Ln Desc                        | Qty     | Unit Issue | Unit Price | Total Price |
|------|-------------------------------------|---------|------------|------------|-------------|
| 1    | 4..1.1 Replacement of the PH Probes | 9.00000 | EA         | \$1,260.00 | \$11,340.00 |

| Comm Code | Manufacturer | Specification | Model #          |
|-----------|--------------|---------------|------------------|
| 41113319  | Hach         | 4.1.1         | DPD2P1 & D3433B8 |

Extended Description : **\*Reference Hach quotation # 100280286**

4.1.1 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 B

| INVOICE TO  | SHIP TO   |
|---|---|
| PURCHASING DIRECTOR - 304-356-4095<br>HEALTH AND HUMAN RESOURCES<br>BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES<br>350 CAPITOL ST, RM 313<br><br>CHARLESTON WV25301-1757<br><br>US | PURCHASING DIRECTOR - 304-356-4095<br>HEALTH AND HUMAN RESOURCES<br>BPH - ENVIRONMENTAL HEALTH SERVICES<br>350 CAPITOL ST, RM 313<br><br>CHARLESTON WV 25301-1757<br><br>US |

| Line | Comm Ln Desc                                | Qty | Unit Issue | Unit Price | Total Price  |
|------|---|-----|------------|------------|--------------|
| 2    | 4.1.2 Repair of the HACH SC-1000 Controller | 10  | Each site  | \$ 1501.00 | \$ 15,010.00 |

| Comm Code | Manufacturer | Specification | Model #        |
|-----------|--------------|---------------|----------------|
| 81112201  | Hach         | 4.1.2         | Service Repair |

Extended Description : **Reference Hach quotation # 100280288**

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

| INVOICE TO  |  | SHIP TO   |  |
|---|--|---|--|
| PURCHASING DIRECTOR - 304-356-4095<br>HEALTH AND HUMAN RESOURCES<br>BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES<br>350 CAPITOL ST, RM 313<br><br>CHARLESTON WV25301-1757<br><br>US |  | PURCHASING DIRECTOR - 304-356-4095<br>HEALTH AND HUMAN RESOURCES<br>BPH - ENVIRONMENTAL HEALTH SERVICES<br>350 CAPITOL ST, RM 313<br><br>CHARLESTON WV 25301-1757<br><br>US |  |

| Line | Comm Ln Desc                         | Qty     | Unit Issue | Unit Price | Total Price |
|------|--------------------------------------|---------|------------|------------|-------------|
| 3    | 4.1.3 The support agreement Year (1) | Service | Service    | -----      | \$15,043.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81112201  | Hach         | 4.1.3         | Service |

Extended Description : **Reference Hach quotation # 100178651**

4.1.3 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<br>HEALTH AND HUMAN RESOURCES<br>BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES<br>350 CAPITOL ST, RM 313<br><br>CHARLESTON WV25301-1757<br><br>US |  | PURCHASING DIRECTOR - 304-356-4095<br>HEALTH AND HUMAN RESOURCES<br>BPH - ENVIRONMENTAL HEALTH SERVICES<br>350 CAPITOL ST, RM 313<br><br>CHARLESTON WV 25301-1757<br><br>US |  |

| Line | Comm Ln Desc                   | Qty     | Unit Issue | Unit Price | Total Price |
|------|--------------------------------|---------|------------|------------|-------------|
| 4    | The Support agreement Year (2) | Service | Service    | ----       | \$16,941.50 |

| Comm Code | Manufacturer | Specification     | Model # |
|-----------|--------------|-------------------|---------|
| 81112201  | Hach         | Support Agreement | Service |

Extended Description : **Reference Hach quotation # 100280302**

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<br>HEALTH AND HUMAN RESOURCES<br>BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES<br>350 CAPITOL ST, RM 313<br><br>CHARLESTON WV25301-1757<br><br>US |  | PURCHASING DIRECTOR - 304-356-4095<br>HEALTH AND HUMAN RESOURCES<br>BPH - ENVIRONMENTAL HEALTH SERVICES<br>350 CAPITOL ST, RM 313<br><br>CHARLESTON WV 25301-1757<br><br>US |  |

| Line | Comm Ln Desc                   | Qty     | Unit Issue | Unit Price | Total Price |
|------|--------------------------------|---------|------------|------------|-------------|
| 5    | The Support agreement Year (3) | Service | Service    | -----      | \$18440.10  |

| Comm Code | Manufacturer | Specification     | Model # |
|-----------|--------------|-------------------|---------|
| 81112201  | Hach         | Support Agreement | Service |

Extended Description : **Reference Hach quotation # 100213120**

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<br>HEALTH AND HUMAN RESOURCES<br>BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES<br>350 CAPITOL ST, RM 313<br><br>CHARLESTON WV25301-1757<br><br>US | PURCHASING DIRECTOR - 304-356-4095<br>HEALTH AND HUMAN RESOURCES<br>BPH - ENVIRONMENTAL HEALTH SERVICES<br>350 CAPITOL ST, RM 313<br><br>CHARLESTON WV 25301-1757<br><br>US |

| Line | Comm Ln Desc                   | Qty | Unit Issue   | Unit Price | Total Price |
|------|--------------------------------|-----|--|------------|-------------|
| 6    | The Support agreement Year (4) |     | Hach is not offering a four year service agreement |            | N/A         |

| Comm Code | Manufacturer | Specification     | Model # |
|-----------|--------------|-------------------|---------|
| 81112201  | Hach         | Support agreement | Service |

Extended Description :

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

#### SCHEDULE OF EVENTS

| Line | Event                                 | Event Date |
|------|---------------------------------------|------------|
| 1    | Technical Question Deadline-By 4:00PM | 2017-08-29 |

|               |                                |   |                       |
|---------------|--------------------------------|---|-----------------------|
| EHS1800000001 | <b>Document Phase</b><br>Draft | <b>Document Description</b><br>Repair Replacement and Maintenance of<br>HACH Panels and Probe | <b>Page 5</b><br>of 5 |
|---------------|--------------------------------|---|-----------------------|

#### 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: August 29, 2017 by 4:00 PM, EST

Submit Questions to: Charles Barnette

2019 Washington Street, East

Charleston, WV 25305

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

Email: Charles.D.Barnette@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:  
BUYER:  
SOLICITATION NO.:  
BID OPENING DATE:  
BID OPENING TIME:  
FAX NUMBER:

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.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)  
☐ Technical  
☐ Cost

**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: September 6, 2017 by 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 and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and 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 to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**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.

**22. INTERESTED PARTY DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

## **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.

**Delivery Order Limitations:** 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 within \_\_\_\_\_ days.

☒ **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 Sixty (60) 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 a 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 bond in the amount of \_\_\_\_\_. The performance bond must be received by the 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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **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.

☒ **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 HAUCH equipment

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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. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this 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 in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of:

\$1,000,000.00

☐ **Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_

☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

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**9. 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.

**10. 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.

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

N/A

for \_\_\_\_\_.

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.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. 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.

**22. COMPLIANCE WITH LAWS:** 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. 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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**32. 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.

**33. 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.

**34. 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.

**35. 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.

**36. 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.

**37. 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.

**38. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**39. 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.

**40. 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.

**41. 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 Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**42. 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.

**43. 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.



**44. 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.

**45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

**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.

Teri Merrifield Regional Sales Manager

(Name, Title)

Teri Merrifield Regional Sales Manager

(Printed Name and Title)

5600 Lindbergh Dr Loveland CO 80538

(Address)

Phone: 800-227-4224 Fax: 970-669-2932

(Phone Number) / (Fax Number)

techsupport@hach.com

(email address)

**Please note for assistance or to schedule services, contact our exclusive partnership technical support group at 1-866-902-4224. Please reference your partnership agreement number.**

**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)

Roxanna Starika Project Specialist II

(Printed Name and Title of Authorized Representative)

9/1/17

(Date)

Phone: 800-227-4224

Fax: 970-669-2932

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION – CRFQ EHS1800000001  
HAUCH Water Source Water Monitoring Panels and Probes

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Department of Health and Human Resources, Bureau for Public Health, Office of Environmental Health Services to establish a contract 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.

This contract includes a support agreement that must be provided by the vendor. This support agreement will be for the period of one (1) year with three (3) optional renewal periods.

NOTE: This request is covered in part or in whole by federal funds. All bidders will be required to acknowledge and adhere to Attachment 1 - "Provisions Required for Federally Funded Procurements."

NOTE: The WVDHHR has developed an EEOP (Equal Opportunity Employment Plan) Utilization Report and it is available at:

<http://www.wvdhhr.org/pdfs/H1.5%20Utilization%20Report%20and%20EEO%20policy.pdf>

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.

2.1 **"Contract Item"** or **"Contract Items"** means the list of items identified in Section 4.1 below and on the Pricing Pages.

2.2 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.

2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.4 **"HACH"** - Hach Company manufactures and distributes analytical instruments and reagents used to test the quality of water and other liquid solutions.

3. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

REQUEST FOR QUOTATION – CRFQ EHS1800000001  
HAUCH Water Source Water Monitoring Panels and Probes

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3.1 Must be certified to maintain HACH equipment.

**4. MANDATORY REQUIREMENTS:**

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

**4.1.1. Replacement of the Ph probes:** Must replace nine (9) Ph digital sensors HACH part # DPD2P1 or equal.

**4.1.1.1.** 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 B.

**4.1.1.2** The replacement of the 9 Ph digital sensors is a one-time replacement and must be completed within 60 calendar days from the Notice to Proceed.

**4.1.2. Repair of the HACH SC-1000 controller:** Must evaluate and repair as needed the SC1000 controller at ten (10) locations listed Exhibit B.

**4.1.2.1.** The repair of the HACH SC-1000 controller is a one-time repair and must be completed within 60 calendar days from the Notice to Proceed.

**4.1.3. The Support Agreement:** Support Agreement must take effect upon completion of repairs and replacement of parts which must include the below listed item:

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

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

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

**4.1.3.3.1** Vendor must remove probe and wipe clean with hot water.

REQUEST FOR QUOTATION – CRFQ EHS1800000001  
HAUCH Water Source Water Monitoring Panels and Probes

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- 4.1.3.3.2 Vendor must brush end of probe to remove any deposits.
- 4.1.3.4 Vendor must review user programmed parameters twice (2) per year.
- 4.1.3.5 Vendor must verify that all instruments alarms and warning conditions are within the programmed set parameters twice (2) per year.
- 4.1.3.6 Vendor must test instrument operating voltage twice (2) per year.
- 4.1.3.7 Vendor must perform diagnostics and communications to the SC1000 sensors twice (2) per year.
- 4.1.3.8 Vendor must verify network communications via installed on the SC1000 twice (2) per year.
- 4.1.3.9 Vendor must calibrate recorder outputs for each sensor installed on the SC1000 twice (2) per year.
- 4.1.3.10 Vendor must verify relay setup and operations if applicable twice (2) per year.
- 4.1.3.11 Vendor must verify software version and update as necessary twice (2) per year.
- 4.1.3.12 Vendor must perform all required repairs on the SC1000 controllers including parts and labor for the period of one (1) year.
- 4.1.3.13 Vendor must send the unit to the factory if unable to repair controller in the field for the period of one (1) year.
- 4.1.3.14 Vendor must provide complete documentation of services performed and measurement/readings twice (2) per year.
- 4.1.3.15 Vendor must issue certificate of instrument performance for each instrument that successfully passes final testing once (1) per year.
- 4.1.3.16 Vendor shall provide basic end user training on general instrument operation and maintenance. This end user training will be at the site of the SC1000 instrumentation at the time of the scheduled onsite visit, and will be provided to the individual water operator, that is currently overseeing the operation of SC1000 instrument if required.
- 4.1.3.17 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 accept, either in writing 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.

REQUEST FOR QUOTATION – CRFQ EHS1800000001  
HAUCH Water Source Water Monitoring Panels and Probes

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**5. CONTRACT AWARD:**

**5.1. Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**5.2. Pricing Pages:** Vendor should complete the Pricing Pages by entering a Unit Price for each section and then multiplying it by the quantity supplied to equal the Extended Price. The total of the Extended Price column will equal the Grand Total amount of the contract. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: [Charles.D.Barnette@wv.gov](mailto:Charles.D.Barnette@wv.gov).

- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT:** Agency shall pay yearly as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 9. 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:
- 9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

REQUEST FOR QUOTATION – CRFQ EHS1800000001  
HAUCH Water Source Water Monitoring Panels and Probes

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- 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

**10. VENDOR DEFAULT:**

10.1. The following shall be considered a vendor default under this Contract.

- 10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
- 10.1.2. Failure to comply with other specifications and requirements contained herein.
- 10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

- 10.2.1. Immediate cancellation of the Contract.
- 10.2.2. Immediate cancellation of one or more release orders issued under this Contract.
- 10.2.3. Any other remedies available in law or equity.



REQUEST FOR QUOTATION – CRFQ EHS1800000001  
HAUCH Water Source Water Monitoring Panels and Probes

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**11. MISCELLANEOUS:**

**11.1. 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 Manager:** Steve Kasprzyk  
**Telephone Number:** 970-978-3580  
**Fax Number:** 970-669-2932  
**Email Address:** skasprzy@hach.com

EXHIBIT A: Pricing Page

CRFQ EHS1800000001

| Qty. | Unit | Section, | Description   | Unit Price   | Extended Price |
|------|------|----------|---|--------------|----------------|
| 9    | ea   | 4.1.1.   | Replacement of the PH Probes 4.1.1-4.1.1.2<br>Reference Hach quotation 100280286  | \$1260.00    | \$11,340.00    |
| 10   | ea   | 4.1.2    | Repair of the HACH SC-1000 Controller 4.1.2<br>Reference Hach quotation 100280288 | \$1501.00    | \$15010.00     |
| 1    | ea   | 4.1.3    | The Support agreement Year (1) 4.1.3<br>Reference Hach quotation 100178621        | \$ Service   | \$15,043.00    |
| 1    | ea   | 4.1.3    | The Support agreement Year (2)<br>Reference Hach quotation 100280302              | \$ Service   | \$16,941.50    |
| 1    | ea   | 4.1.3    | The Support agreement Year (3)<br>Reference Hach quotation 100213120              | \$ Service   | \$18,440.10    |
| 1    | ea   | 4.1.3    | The Support agreement Year (4)<br>Hach is not offering on year 4 agreement        | \$ N/A       | \$N/A          |
|      |      |          |   | Grand Total: | \$76774.60     |

|                   |                                       |
|-------------------|---------------------------------------|
| Vendor Signature: | <i>Kathleen Stanku</i>                |
| Company Name:     | Hach Company                          |
| Address:          | 5600 Lindbergh Dr , Loveland CO 80538 |
| Phone:            | 800-227-4224                          |
| Email:            | bids@hach.com                         |
| Fax:              | 970-669-2932                          |

## Exhibit B

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

| <u>Water Supply Site</u> | <u>Serial Number for<br/>Controller HACH SC<br/>1000 HC Units</u> | <u>Probes Serial Number<br/>(tag on the probe cord)<br/>Conductivity</u> | <u>Probes Serial<br/>Number (tag on the<br/>probe cord)<br/>PH</u> |
|--------------------------|---|--|--|
| 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 failure 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 fails 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  
**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL OTHER CONTRACTS:** Under W. Va. Code §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 matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

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

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer 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 contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined 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:**

Vendor's Name: Hach Company

Authorized Signature: *Robanna Stanka* Date: 9/1/17

State of CO

County of Larimer, to-wit:

Taken, subscribed, and sworn to before me this 1 day of SEP, 2017

My Commission expires 5 13 19, 20  

**MELANIE BOGUS**  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20154018968  
MY COMMISSION EXPIRES MAY 13, 2019

NOTARY PUBLIC *Melanie Bogus*

*Purchasing Affidavit (Revised 07/07/2017)*



## State of West Virginia

# VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. **Application is made for 2.5% vendor preference for the reason checked:**

- ☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
- ☐ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
- ☐ Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,
- ☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. **Application is made for 2.5% vendor preference for the reason checked:**

- ☐ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. **Application is made for 2.5% vendor preference for the reason checked:**

- ☐ Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,

4. **Application is made for 5% vendor preference for the reason checked:**

- ☐ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

- ☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

- ☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**

- ☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: Hach Company

Signed: Rafenna Skunka

Date: 9/1/17

Title: Project Specialist II

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

*"Interested party"* or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*



West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

Contracting business entity: Hach Company

Address: 5600 Lindbergh Dt Loveland CO 80538

Contracting business entity's authorized agent: Roxanna Starika

Address: 5600 Lindbergh Dt Loveland CO 80538

Number or title of contract: EHS1800000001

Type or description of contract: Repair Replacement and Maintenance of HACH Panels and Probe

Governmental agency awarding contract: State of West Virginia

Names of each Interested Party to the contract known or reasonably anticipated by the contracting business entity (attach additional pages if necessary):  
None

Signature: Roxanna Starika Date Signed: 9/01/17

☐ Check here if this is a Supplemental Disclosure.

Verification

State of CO, County of Larimer:

I, Roxanna Starika, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledges that the Disclosure herein is being made under oath and under the penalty of perjury.

**MELANIE BOGUS**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
**NOTARY ID 20154018968**  
**MY COMMISSION EXPIRES MAY 13, 2019**

Taken, sworn to and subscribed before me this 1 day of SEP, 2017

Melanie Bogus  
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_

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

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

**Date:** Sept 1, 2017

**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 CRFQ EHS1800000001 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 described in the specifications 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 consent from both parties 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.

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:

By: \_\_\_\_\_

By: Roxanna Starika

Name: \_\_\_\_\_

Name: Roxanna Starika

Title: \_\_\_\_\_

Title: Project Specialist II

Date: \_\_\_\_\_

Date: 9/1/17



**Be Right™**

## Quotation

**Quote Number: 100280286v2**

Use quote number at time of order to ensure  
that you receive prices quoted

Hach  
PO Box 608  
Loveland, CO 80539-0608  
Phone: (800) 227-4224  
Email: [quotes@hach.com](mailto:quotes@hach.com)  
Website: [www.hach.com](http://www.hach.com)

Quote Date: 31-Aug-2017

Quote Expiration: 30-Oct-2017

WV BUREAU FOR PUBLIC HEALTH  
350 CAPITOL ST RM 519  
CHARLESTON, WV 25301

Name: Charles Barnette  
Phone: 304-558-2566  
Email: [Charles.D.Barnette@wv.gov](mailto:Charles.D.Barnette@wv.gov)

Customer Account Number : 40189538  
Customer Quote Reference: 4.1.1 REPLACEMENT PROBES

Sales Contact: Teri Merrifield Email: [temerrif@hach.com](mailto:temerrif@hach.com) Phone: 304-374-1490

### PRICING QUOTATION

| Line | Part Number | Description   | Qty | Unit Price  | Extended Price |
|------|-------------|---|-----|-------------|----------------|
| 1    | DPD2P1      | pHD sc, Differential pH Digital Sensor, PEEK Body Material, Insertion Body Style, General Purpose Glass Electrode, 70 C (158 F) Maximum Temperature | 9   | 1,083.00    | 9,747.00       |
| 2    | D3433B8     | KTO: 3433 sc (kit) General Purpose Style Contacting Conductivity Sensor 0.5 cell constant, with Digital Gateway and 1m Extension Cable              | 3   | 531.00      | 1,593.00       |
|      |             |   |     | Grand Total | \$ 11,340.00   |





**Be Right™**

## Quotation

**Quote Number: 100280288v4**

Use quote number at time of order to ensure  
that you receive prices quoted

Hach  
PO Box 608  
Loveland, CO 80539-0608  
Phone: (800) 227-4224  
Email: [quotes@hach.com](mailto:quotes@hach.com)  
Website: [www.hach.com](http://www.hach.com)

Quote Date: 31-Aug-2017

Quote Expiration: 30-Oct-2017

WV BUREAU FOR PUBLIC HEALTH  
350 CAPITOL ST RM 519  
CHARLESTON, WV 25301

Name: Charles Barnette  
Phone: 304-558-2566  
Email: [Charles.D.Barnette@wv.gov](mailto:Charles.D.Barnette@wv.gov)

Customer Account Number : 40189538  
Customer Quote Reference: 4.1.2 EVALUATION REPAIR

Sales Contact: Teri Merrifield Email: [temerrif@hach.com](mailto:temerrif@hach.com) Phone: 304-374-1490

### PRICING QUOTATION

| Line | Part Number               | Description   | Qty | Unit Price  | Extended Price |
|------|---------------------------|---|-----|-------------|----------------|
| 1    | FLTRTSC1000DISPLAY-MODULE | nn SC1000 Display or Probe Module Flat Rate Repair Fee (FRRF) | 10  | 1,037.00    | 10,370.00      |
| 2    | ZONE-1                    | * HACH SVC TRAVEL CHARGE 0-100M (P)                           | 10  | 464.00      | 4,640.00       |
|      |                           |   |     | Grand Total | \$ 15,010.00   |



# Quotation

**Quote Number: 100178651v12**

Use quote number at time of order to ensure that you receive prices quoted

Hach  
PO Box 608  
Loveland, CO 80539-0608  
Phone: (800) 227-4224  
Email: quotes@hach.com  
Website: www.hach.com

Quote Date: 31-Aug-2017

Quote Expiration: 31-Oct-2017

WV BUREAU FOR PUBLIC HEALTH  
350 CAPITOL ST RM 519  
CHARLESTON, WV 25301

Name: Charles Barnette  
Phone: 304-558-2566  
Email: Charles.D.Barnette@wv.gov

Customer Account Number : 40189538  
Customer Quote Reference: 4.1.3 YEAR 1 - WV SC1000 water panels service

Sales Contact: Teri Merrifield Email: temerrif@hach.com Phone: 304-374-1490

## PRICING QUOTATION

| Line                     | Part Number    | Description   | Qty | Unit Price | Extended Price |
|--------------------------|----------------|---|-----|------------|----------------|
| Morgantown Utility Board |                |   |     |            |                |
| 1                        | FSPSC1000      | Fld Svc-1V SC1000 Controller: once a year onsite certificaion + yearly repair coverage (sn 1414518)                     | 1   | 259.00     | 259.00         |
| 2                        | PMP-GLPHORP-2V | PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certificaiton - no repair coverage (sn 1505460735 and 1501444677) | 2   | 543.00     | 1,086.00       |
| West Union               |                |   |     |            |                |
| 3                        | FSPSC1000      | Fld Svc-1V SC1000 Controller: once a year onsite certificaion + yearly repair coverage (sn 1413291)                     | 1   | 259.00     | 259.00         |
| 4                        | PMP-GLPHORP-2V | PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certificaiton - no repair coverage (sn 1112530200 and 1112430215) | 2   | 543.00     | 1,086.00       |
| Weston                   |                |   |     |            |                |
| 5                        | FSPSC1000      | Fld Svc-1V SC1000 Controller: once a year onsite certificaion + yearly repair coverage (sn 1414326)                     | 1   | 259.00     | 259.00         |
| 6                        | PMP-GLPHORP-2V | PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certificaiton - no repair coverage (sn 1112460389 and 1112430393) | 2   | 543.00     | 1,086.00       |
| Buckhannon               |                |   |     |            |                |
| 7                        | FSPSC1000      | Fld Svc-1V SC1000 Controller: once a year onsite certificaion + yearly repair coverage (sn 1414322)                     | 1   | 259.00     | 259.00         |
| 8                        | PMP-GLPHORP-2V | PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certificaiton - no repair coverage (sn 1112530142 and 1112430014) | 2   | 543.00     | 1,086.00       |
| Kingwood                 |                |   |     |            |                |
| 9                        | FSPSC1000      | Fld Svc-1V SC1000 Controller: once a year onsite certificaion + yearly repair coverage (sn 1409697)                     | 1   | 259.00     | 259.00         |
| 10                       | PMP-GLPHORP-2V | PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certificaiton - no repair coverage (sn 1112530197 and 1112430273) | 2   | 543.00     | 1,086.00       |
| Parsons                  |                |   |     |            |                |
| 11                       | FSPSC1000      | Fld Svc-1V SC1000 Controller: once a year onsite certificaion + yearly repair coverage (sn 1418227)                     | 1   | 259.00     | 259.00         |
| 12                       | PMP-GLPHORP-2V | PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certificaiton - no repair coverage (sn 1112460098 and 1101430027) | 2   | 543.00     | 1,086.00       |

| Line                 | Part Number    | Description   | Qty | Unit Price  | Extended Price |
|----------------------|----------------|---|-----|-------------|----------------|
| Beverly              |                |   |     |             |                |
| 13                   | FSPSC1000      | Fld Svc-1V SC1000 Controller: once a year onsite certificaion + yearly repair coverage (sn 1414522)                                   | 1   | 259.00      | 259.00         |
| 14                   | PMP-GLPHORP-2V | PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certificaition - no repair coverage (sn 1112530134 and 1111431419)              | 2   | 543.00      | 1,086.00       |
| Philippi             |                |   |     |             |                |
| 15                   | FSPSC1000      | Fld Svc-1V SC1000 Controller: once a year onsite certificaion + yearly repair coverage (sn 1409715)                                   | 1   | 259.00      | 259.00         |
| 16                   | PMP-GLPHORP-2V | PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certificaition - no repair coverage (sn 1112530205 and 1112430272)              | 2   | 543.00      | 1,086.00       |
| Fairmont             |                |   |     |             |                |
| 17                   | FSPSC1000      | Fld Svc-1V SC1000 Controller: once a year onsite certificaion + yearly repair coverage (sn 1414469)                                   | 1   | 259.00      | 259.00         |
| 18                   | PMP-GLPHORP-2V | PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certificaition - no repair coverage (sn 1112460076 and 1111431418)              | 2   | 543.00      | 1,086.00       |
| Clarksburg           |                |   |     |             |                |
| 19                   | FSPSC1000      | Fld Svc-1V SC1000 Controller: once a year onsite certificaion + yearly repair coverage (sn 1409708)                                   | 1   | 259.00      | 259.00         |
| 20                   | PMP-GLPHORP-2V | PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certificaition - no repair coverage (sn 1112460174 and 1108430095)              | 2   | 543.00      | 1,086.00       |
| Required Accessories |                |   |     |             |                |
| 21                   | D3433B8        | KTO: 3433 sc (kit) General Purpose Style Contacting Conductivity Sensor0.5 cell constant, with Digital Gateway and 1m Extension Cable | 3   | 531.00      | 1,593.00       |
|                      |                |   |     | Subtotal    | \$ 1,593.00    |
|                      |                |   |     | Grand Total | \$ 15,043.00   |



# Quotation

Hach  
PO Box 608  
Loveland, CO 80539-0608  
Phone: (800) 227-4224  
Email: quotes@hach.com  
Website: www.hach.com

**Quote Number: 100280302v4**

Use quote number at time of order to ensure  
that you receive prices quoted

Quote Date: 31-Aug-2017

Quote Expiration: 30-Oct-2017

WV BUREAU FOR PUBLIC HEALTH  
350 CAPITOL ST RM 519  
CHARLESTON, WV 25301

Name: Charles Barnette  
Phone: 304-558-2566  
Email: Charles.D.Barnette@wv.gov

Customer Account Number : 40189538  
Customer Quote Reference: YEAR 2 - WV SC1000 water panels service

Sales Contact: Teri Merrifield Email: temerrif@hach.com Phone: 304-374-1490

## PRICING QUOTATION

| Line                     | Part Number    | Description   | Qty | Net Unit Price | Extended Price |
|--------------------------|----------------|---|-----|----------------|----------------|
| Morgantown Utility Board |                |   |     |                |                |
| 1                        | FSPSC1000      | Fld Svc-1V SC1000 Controller: once a year onsite certificaion + yearly repair coverage (sn 1414518)                     | 1   | 266.77         | 266.77         |
| 2                        | PMP-GLPHORP-2V | PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1505460735 and 1501444677) | 2   | 559.29         | 1,118.58       |
| West Union               |                |   |     |                |                |
| 3                        | FSPSC1000      | Fld Svc-1V SC1000 Controller: once a year onsite certificaion + yearly repair coverage (sn 1413291)                     | 1   | 266.77         | 266.77         |
| 4                        | PMP-GLPHORP-2V | PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1112530200 and 1112430215) | 2   | 559.29         | 1,118.58       |
| Weston                   |                |   |     |                |                |
| 5                        | FSPSC1000      | Fld Svc-1V SC1000 Controller: once a year onsite certificaion + yearly repair coverage (sn 1414326)                     | 1   | 266.77         | 266.77         |
| 6                        | PMP-GLPHORP-2V | PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1112460389 and 1112430393) | 2   | 559.29         | 1,118.58       |
| Buckhannon               |                |   |     |                |                |
| 7                        | FSPSC1000      | Fld Svc-1V SC1000 Controller: once a year onsite certificaion + yearly repair coverage (sn 1414322)                     | 1   | 266.77         | 266.77         |
| 8                        | PMP-GLPHORP-2V | PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1112530142 and 1112430014) | 2   | 559.29         | 1,118.58       |
| Kingwood                 |                |   |     |                |                |
| 9                        | FSPSC1000      | Fld Svc-1V SC1000 Controller: once a year onsite certificaion + yearly repair coverage (sn 1409697)                     | 1   | 266.77         | 266.77         |
| 10                       | PMP-GLPHORP-2V | PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1112530197 and 1112430273) | 2   | 559.29         | 1,118.58       |
| Parsons                  |                |   |     |                |                |
| 11                       | FSPSC1000      | Fld Svc-1V SC1000 Controller: once a year onsite certificaion + yearly repair coverage (sn 1418227)                     | 1   | 266.77         | 266.77         |
| 12                       | PMP-GLPHORP-2V | PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1112460098 and 1101430027) | 2   | 559.29         | 1,118.58       |

| Line                 | Part Number    | Description  | Qty | Net Unit Price | Extended Price |
|----------------------|----------------|--|-----|----------------|----------------|
| Beverly              |                |  |     |                |                |
| 13                   | FSPSC1000      | Fld Svc-1V SC1000 Controller: once a year onsite certificaion + yearly repair coverage (sn 1414522)  | 1   | 266.77         | 266.77         |
| 14                   | PMP-GLPHORP-2V | PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certificaition - no repair coverage (sn 1112530134 and 1111431419)                           | 2   | 559.29         | 1,118.58       |
| Philippi             |                |  |     |                |                |
| 15                   | FSPSC1000      | Fld Svc-1V SC1000 Controller: once a year onsite certificaion + yearly repair coverage (sn 1409715)  | 1   | 266.77         | 266.77         |
| 16                   | PMP-GLPHORP-2V | PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certificaition - no repair coverage (sn 1112530205 and 1112430272)                           | 2   | 559.29         | 1,118.58       |
| Fairmont             |                |  |     |                |                |
| 17                   | FSPSC1000      | Fld Svc-1V SC1000 Controller: once a year onsite certificaion + yearly repair coverage (sn 1414469)  | 1   | 266.77         | 266.77         |
| 18                   | PMP-GLPHORP-2V | PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certificaition - no repair coverage (sn 1112460076 and 1111431418)                           | 2   | 559.29         | 1,118.58       |
| Clarksburg           |                |  |     |                |                |
| 19                   | FSPSC1000      | Fld Svc-1V SC1000 Controller: once a year onsite certificaion + yearly repair coverage (sn 1409708)  | 1   | 266.77         | 266.77         |
| 20                   | PMP-GLPHORP-2V | PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certificaition - no repair coverage (sn 1112460174 and 1108430095)                           | 2   | 559.29         | 1,118.58       |
| Required Accessories |                |  |     |                |                |
| 21                   | 3433B8A        | 3433 General Purpose Style Contacting Conductivity Sensor, 0.5 cell constant   | 2   | 461.00         | 922.00         |
| 22                   | DPD2P1         | pHD sc, Differential pH Digital Sensor, PEEK Body Material, InsertionBody Style, General Purpose Glass Electrode, 70 C (158 F) Maximum Temperature | 2   | 1,083.00       | 2,166.00       |
|                      |                |  |     | Grand Total    | \$ 16,941.50   |



# Quotation

**Quote Number: 100213120v6**

Use quote number at time of order to ensure that you receive prices quoted

Hach  
PO Box 608  
Loveland, CO 80539-0608  
Phone: (800) 227-4224  
Email: quotes@hach.com  
Website: www.hach.com

Quote Date: 31-Aug-2017

Quote Expiration: 31-Oct-2017

WV BUREAU FOR PUBLIC HEALTH  
350 CAPITOL ST RM 519  
CHARLESTON, WV 25301

Name: Charles Barnette  
Phone: 304-558-2566  
Email: Charles.D.Barnette@wv.gov

Customer Account Number : 40189538  
Customer Quote Reference: YEAR 3- WV SC1000 water panels service

Sales Contact: Teri Merrifield Email: temerrif@hach.com Phone: 304-374-1490

## PRICING QUOTATION

| Line                     | Part Number    | Description   | Qty | Net Unit Price | Extended Price |
|--------------------------|----------------|---|-----|----------------|----------------|
| Morgantown Utility Board |                |   |     |                |                |
| 1                        | FSPSC1000      | Fld Svc-1V SC1000 Controller: once a year onsite certificaion + yearly repair coverage (sn 1414518)                     | 1   | 274.77         | 274.77         |
| 2                        | PMP-GLPHORP-2V | PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1505460735 and 1501444677) | 2   | 576.07         | 1,152.14       |
| West Union               |                |   |     |                |                |
| 3                        | FSPSC1000      | Fld Svc-1V SC1000 Controller: once a year onsite certificaion + yearly repair coverage (sn 1413291)                     | 1   | 274.77         | 274.77         |
| 4                        | PMP-GLPHORP-2V | PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1112530200 and 1112430215) | 2   | 576.07         | 1,152.14       |
| Weston                   |                |   |     |                |                |
| 5                        | FSPSC1000      | Fld Svc-1V SC1000 Controller: once a year onsite certificaion + yearly repair coverage (sn 1414326)                     | 1   | 274.77         | 274.77         |
| 6                        | PMP-GLPHORP-2V | PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1112460389 and 1112430393) | 2   | 576.07         | 1,152.14       |
| Buckhannon               |                |   |     |                |                |
| 7                        | FSPSC1000      | Fld Svc-1V SC1000 Controller: once a year onsite certificaion + yearly repair coverage (sn 1414322)                     | 1   | 274.77         | 274.77         |
| 8                        | PMP-GLPHORP-2V | PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1112530142 and 1112430014) | 2   | 576.07         | 1,152.14       |
| Kingwood                 |                |   |     |                |                |
| 9                        | FSPSC1000      | Fld Svc-1V SC1000 Controller: once a year onsite certificaion + yearly repair coverage (sn 1409697)                     | 1   | 274.77         | 274.77         |
| 10                       | PMP-GLPHORP-2V | PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1112530197 and 1112430273) | 2   | 576.07         | 1,152.14       |
| Parsons                  |                |   |     |                |                |
| 11                       | FSPSC1000      | Fld Svc-1V SC1000 Controller: once a year onsite certificaion + yearly repair coverage (sn 1418227)                     | 1   | 274.77         | 274.77         |
| 12                       | PMP-GLPHORP-2V | PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certification - no repair coverage (sn 1112460098 and 1101430027) | 2   | 576.07         | 1,152.14       |

| Line                 | Part Number    | Description  | Qty | Net Unit Price | Extended Price |
|----------------------|----------------|--|-----|----------------|----------------|
| Beverly              |                |  |     |                |                |
| 13                   | FSPSC1000      | Fld Svc-1V SC1000 Controller: once a year onsite certificaion + yearly repair coverage (sn 1414522)  | 1   | 274.77         | 274.77         |
| 14                   | PMP-GLPHORP-2V | PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certificaition - no repair coverage (sn 1112530134 and 1111431419)                           | 2   | 576.07         | 1,152.14       |
| Philippi             |                |  |     |                |                |
| 15                   | FSPSC1000      | Fld Svc-1V SC1000 Controller: once a year onsite certificaion + yearly repair coverage (sn 1409715)  | 1   | 274.77         | 274.77         |
| 16                   | PMP-GLPHORP-2V | PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certificaition - no repair coverage (sn 1112530205 and 1112430272)                           | 2   | 576.07         | 1,152.14       |
| Fairmont             |                |  |     |                |                |
| 17                   | FSPSC1000      | Fld Svc-1V SC1000 Controller: once a year onsite certificaion + yearly repair coverage (sn 1414469)  | 1   | 274.77         | 274.77         |
| 18                   | PMP-GLPHORP-2V | PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certificaition - no repair coverage (sn 1112460076 and 1111431418)                           | 2   | 576.07         | 1,152.14       |
| Clarksburg           |                |  |     |                |                |
| 19                   | FSPSC1000      | Fld Svc-1V SC1000 Controller: once a year onsite certificaion + yearly repair coverage (sn 1409708)  | 1   | 274.77         | 274.77         |
| 20                   | PMP-GLPHORP-2V | PMP-pH Conductivity PROBES 2V- twice a year onsite PM/certificaition - no repair coverage (sn 1112460174 and 1108430095)                           | 2   | 576.07         | 1,152.14       |
| Required Accessories |                |  |     |                |                |
| 21                   | 3433B8A        | 3433 General Purpose Style Contacting Conductivity Sensor, 0.5 cell constant   | 2   | 461.00         | 922.00         |
| 22                   | DPD2P1         | pHD sc, Differential pH Digital Sensor, PEEK Body Material, InsertionBody Style, General Purpose Glass Electrode, 70 C (158 F) Maximum Temperature | 3   | 1,083.00       | 3,249.00       |
| Grand Total          |                |  |     | \$             | 18,440.10      |



## 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](http://www.hach.com) or our fax number 515-956-3810 for additional information.

Sincerely

The Hach Company Service Group





May 3, 2017

Dear Prospective Customer:

By signature below the following Hach representatives are hereby authorized (during the period of May 3, 2017 through December 31, 2017) to sign all bid documents, representations and certifications, and sales/service contracts submitted by Hach to prospective customers in accordance with Hach's internal contract procedures, and which do not require a Corporate Officer's signature:

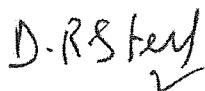
Darin Stell  
Lance Reisman  
Kevin Klau  
Mike Strycker  
Christophe Pattyn  
Barry Lyon  
Mike Rembelski  
Lori Pegelow  
Ray Ruth  
Chris Serafin  
George Davison  
Kathleen Dyekman

Marty Jost  
Brian Staff  
Lino Oddi  
Jesus Herrera  
Samantha Lee  
Adrian Revuelta  
Kevin Sweeney  
James Welch  
Jordan Butler  
Shawneen Wildman  
Joe Manning  
Alyssa Prill

Robert Bollea  
Roxanna Starika  
Staci Lamfers  
Heather Looney  
Stephanie Herman  
Heather Johnston  
Oliver Wadosch  
Bruce Zimbelman  
Brett Hellier  
Ian Morrison  
Roberto Gregori

We appreciate the opportunity to do business with your organization.

Sincerely,



Darin Stell  
Hach VP of Global Sales





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/05/2017

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 the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |   |  |
|--|--|---|--|
| <b>PRODUCER</b><br>MARSH USA INC.<br>1050 CONNECTICUT AVENUE, SUITE 700<br>WASHINGTON, DC 20036-5386<br>Attn: Danaher.certrequest@marsh.com Fax (212) 948-0503 |  | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b><br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b>   |  |
| 040108-ALL-7/1-17-18 HACH YES  |  | <b>INSURER(S) AFFORDING COVERAGE</b>  |  |
| <b>INSURED</b><br>HACH COMPANY<br>5600 LINDBERGH DRIVE<br>LOVELAND, CO 80539   |  | <b>INSURER A:</b> ACE American Insurance Company<br><b>INSURER B:</b> National Union Fire Ins. Co. of Pittsburgh, PA<br><b>INSURER C:</b> Indemnity Ins Co Of North America<br><b>INSURER D:</b> ACE Fire Underwriters Insurance Company<br><b>INSURER E:</b> Agri General Insurance Company<br><b>INSURER F:</b> |  |
|  |  | <b>NAIC #</b><br>22667<br>19445<br>43575<br>20702<br>42757  |  |

## COVERAGES

CERTIFICATE NUMBER:

CLE-004992042-08

REVISION NUMBER: 11

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD 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 | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY)                              | POLICY EXP (MM/DD/YYYY)                              | LIMITS  |
|----------|---|-----------|----------|--|--|--|---|
| A        | <b>COMMERCIAL GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Contractual Liability<br><input checked="" type="checkbox"/> Broad Form PD<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | HDOG27867777   | 07/01/2017   | 07/01/2018   | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 5,000,000<br>PRODUCTS - COMP/OP AGG \$ 5,000,000<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |           |          | ISAH09060418   | 07/01/2017   | 07/01/2018   | COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$  |           |          | 28189225   | 07/01/2017   | 07/01/2018   | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$  |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br>N  | N/A      | WLR64411676 (AOS)<br>WLR6441169A (CA, MA)<br>SCFC64411688 (WI)<br>WLR64411706 (TN) | 07/01/2017<br>07/01/2017<br>07/01/2017<br>07/01/2017 | 07/01/2018<br>07/01/2018<br>07/01/2018<br>07/01/2018 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 2,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 2,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 2,000,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: FOR EVIDENCE ONLY.

ADDITIONAL INSURED FOR GENERAL LIABILITY AND AUTO LIABILITY BUT ONLY AS REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED. WAIVER OF SUBROGATION IS APPLICABLE FOR GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION WHERE REQUIRED BY WRITTEN CONTRACT. SEE ADDITIONAL PAGE FOR NOTICE OF CANCELLATION.

## CERTIFICATE HOLDER

## CANCELLATION

HACH COMPANY  
5600 LINDBERGH DRIVE  
LOVELAND, CO 80538-8998

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.

Manashi Mukherjee

*Manashi Mukherjee*

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AGENCY CUSTOMER ID: 040108

LOC #: Washington



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

|                          |           |   |
|--------------------------|-----------|---|
| AGENCY<br>MARSH USA INC. |           | NAMED INSURED<br>HACH COMPANY<br>5600 LINDBERGH DRIVE<br>LOVELAND, CO 80539 |
| POLICY NUMBER            |           |   |
| CARRIER                  | NAIC CODE | EFFECTIVE DATE:   |

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

IF ACE AMERICAN INSURANCE COMPANY (ACE) & INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (ACE) CANCELS THE POLICIES (EXCEPT FOR THE WISCONSIN WORKERS COMPENSATION POLICY) PRIOR TO ITS EXPIRATION DATE BY NOTICE TO THE FIRST NAMED INSURED FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, ACE WILL ENDEAVOR TO SEND WRITTEN NOTICE OF CANCELLATION AT LEAST 30 DAYS PRIOR TO THE CANCELLATION DATE APPLICABLE TO THE POLICY. SUCH NOTICE WILL BE SENT VIA ELECTRONIC OR OTHER MEANS AS ACE DETERMINES, TO THE PERSONS OR ORGANIZATIONS LISTED IN THE SCHEDULE THAT THE FIRST NAMED INSURED PROVIDES OR HAS PROVIDED TO ACE.