



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

# Request for Quotation

RFQ NUMBER  
**DEP13596**

PAGE  
**1**

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

VENDOR

\*626144827      304-757-8954  
**BIO CHEM TESTING INC**  
**PO BOX 634**  
**PUTNAM VILLAGE SHOPPING CTR**  
**TEAYS WV 25569-0634**

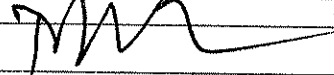
SHIP TO

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

DATE PRINTED <b>08/02/2006</b>	TERMS OF SALE <b>Net 30</b>	SHIP VIA <b>Best Way</b>	F.O.B.	FREIGHT TERMS <b>Prepaid</b>
BID OPENING DATE <b>08/16/2006</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UGP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		961-48		
<p><b>FIELD TESTING SERVICES</b></p> <p><b>BLANKET PURCHASE ORDER</b></p> <p><b>QUALIFIED WEST VIRGINIA LABORATORIES TO PROVIDE FOR THE TESTING AND ANALYSIS OF WATER SAMPLES PER THE ATTACHED SPECIFICATIONS.</b></p> <p><b>EXHIBIT 3</b></p> <p><b>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</b></p> <p><b>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</b></p> <p><b>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: 

TITLE: **President**

FEIN: **55-0732395**

TELEPHONE: **304-757-8954**

DATE: **8-15-06**

ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**SIGNED BID TO:**

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



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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/02/2006	Net 30	Best Way		Prepaid
BID OPENING DATE: 08/16/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-757-8954	8-15-06
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	55-0732395	

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



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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REV. 04/11/2001  VENDOR PREFERENCE CERTIFICATE  CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).  A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:  <input type="checkbox"/> BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR  <input checked="" type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR  <input type="checkbox"/> BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-757-8954	DATE 8-15-06
TITLE President	FEIN 55-0732395	ADDRESS CHANGES TO BE NOTED ABOVE

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<p><b>CERTIFICATION.</b></p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p><input checked="" type="checkbox"/> BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p><input type="checkbox"/> BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO</p>						

SIGNATURE 		SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
TITLE President	FEIN 55-0732395	TELEPHONE 304-757-8954	DATE 8-15-06	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>Bio-Chem Testing Inc.</u></p> <p>DATE: <u>8-15-06</u></p> <p>SIGNED: <u>[Signature]</u></p> <p>TITLE: <u>President</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <u>[Signature]</u>	TELEPHONE <b>304-757-8954</b>	DATE <b>8-15-06</b>
TITLE <b>President</b>	FEIN <b>55-0732395</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>RFQ. NO.: DEP13596</p> <p>BID OPENING DATE: 8/16/06</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>----- 304-757-9676 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>----- Mukesh Shah -----</p>						

SIGNATURE				SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
TITLE President		FEIN 55-0732395		TELEPHONE 304-757-8954		DATE 8-15-06	
ADDRESS CHANGES TO BE NOTED ABOVE							

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## Specifications

007

Bids should be submitted by vendors in connection with the costs associated with collection from all Department of Environmental Protection (DEP) offices and other locations as listed herein. Awards will be made to all laboratories possessing a current valid West Virginia DEP Laboratory Quality Assurance certification for the appropriate categories of parameters and meeting the qualifications listed below. Because of the short holding times for certain parameters and the desire to avoid multiple labs analyzing samples from individual sites, work will be distributed based on proximity of lab to sample collection location, overall costs for parameters being requested, and the ability of labs to analyze all requested parameters (i.e., certified for all requested parameters). Costs to pickup samples from DEP personnel will also be taken into consideration.

The Department of Environmental Protection (DEP) conducts inspections of permitted and non-permitted facilities, investigates complaints, monitors ambient quality of surface water, groundwater and sediments, performs studies, and provides water quality information to the citizens of West Virginia and other government agencies. Legal action based upon analytic results is possible. Therefore, the firm or firms selected must have a quality control program in place and meet the following qualifications:

1. The laboratory must be certified by DEP's Laboratory Quality Assurance Program at the time of bid submission
2. Be accessible by telephone 24 hours per day, 7 days per week. (Answering machine not acceptable)
3. Capable of attending and providing expert testimony in legal proceedings, upon request.

### SCOPE

In administering and enforcing most of the pollution control laws of the state, the importance of quality control cannot be overstated. Quality control measures must be strictly adhered to in all phases of sample collection, preservation, transportation, and analysis. The quality control and analytical work, as they relate to the contractor's responsibility, is divided into four (4) major steps:

- STEP 1 -Collection of sample from specified office.
- STEP 2 -Conduct specified analysis on samples in a timely and professional manner.
- STEP 3 -Establishment of continuing program to ensure the reliability of analytical data.
- STEP 4 -Legal Testimony

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

The sampling for the DEP shall be conducted by DEP personnel. The vendor shall be notified of the date sampling occurs or is to occur and from which DEP office or other location the sample can be obtained. The vendor shall be notified when the sample was taken (time/date) and the person who collected the sample. The vendor shall be responsible for obtaining the sample from the specified location and delivery of sample to the laboratory within 24 hours from



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the time of sampling. The vendor shall indicate the time the sample was obtained from the pickup location and its condition and the time the sample was delivered to the laboratory. The vendor shall be responsible for holding times, preservation of the sample and the internal chain of custody from the time the vendor obtained the sample until the time the analysis is accepted by the Department. The vendor shall also maintain records of the results of analysis for a minimum of five (5) years.

## **Step 2 -Conduct Specified Analysis on Samples**

The methods used by the laboratory for the analysis shall be either; 1) Methods described in 40 CFR-136 or, 2) Test Methods for Evaluating Solid Waste -Physical/Chemical Methods (SW -846) Third Edition with updates. The sampler shall be responsible for specifying either 1 or 2 above. In the event the method is not specified the laboratory shall contact the sampler for verification of the method to be used.

The analyses should be performed with the appropriate methods such that the minimum detection limits are below the criteria listed per parameter in Appendix A.

Analysis of samples is not deemed completed until the data has been submitted to and accepted by DEP. Should the DEP not provide notice of acceptance within four weeks of the date results were mailed, the firm may consider the data to be acceptable by the Division. The firm shall be responsible for maintaining preservation of the samples until the holding time is exceeded. Any samples with a sheen, discoloration or odor shall be maintained until DEP's notification that the sample can be properly disposed of. DEP will advise the firm which samples fall into this category. The firm shall be responsible for the proper disposal of all samples submitted to them by the DEP unless otherwise notified. The firm shall dispose of the sample no earlier than four weeks after DEP accepts the results. The results of the analysis shall be submitted to the DEP no more than two (2) weeks after receipt of samples.

## **Step 3 -Quality Control**

Three programs are to be utilized to assure reliable laboratory data: (1) the use and documentation of standard analytical methods, (2) analysis of duplicate and spiked (where the method applies) samples at regular intervals each day to check analytical precision and accuracy, and (3) analysis of reference samples at 6 (six) month intervals\*. Regardless of which analytical methods are used in a laboratory, the methodology must be carefully documented. Standard methods that have been modified or entirely replaced because of recent advances in technologies may only be used when it has been given approval in the Federal Register. Documentation of procedures must be clear, honest, and adequately referenced; and the procedures shall be applied exactly as documented. The responsibility for results obtained from these procedures rests with the analyst and supervisor, both as representatives of the firm.

\*These analyses shall be conducted under the firm's performance evaluation test number through the Analytical Products Group.

To check the laboratory analytical precision, duplicate analysis of samples shall be performed at regular intervals. Duplicate samples must be carried through the complete analytical process. For all analyses, the interval shall be every tenth (10th) sample. When less

than ten (10) samples are tested in one day, at least one duplicate sample shall be analyzed, and that sample must be a DEP sample. The differences between the replicates for each analysis are to be plotted on Shewart precision quality control charts. "Out-of-Control" samples are to be repeated and appropriate steps shall be taken to locate and remedy the error.

To check the laboratory analytical accuracy, samples containing a known addition of the target analyte (spike) shall be analyzed at regular intervals. Spiked samples must be carried through the complete analytical process. For all analyses, the interval shall be every tenth (10th) sample. Where less than ten samples are tested in one day, at least one duplicate sample shall be analyzed, and that sample must be a DEP sample. The percent recovery must be plotted out on Shewart accuracy quality control charts. "Out of Control" samples are to be repeated and appropriate steps taken to locate and remedy the source of error. The DEP reserve the right to conduct unannounced examination of the laboratory's records to assure compliance.

Periodic submission of samples with known composition will occur. No notice of this activity will be provided unless results indicate an anomaly.

#### **Step 4. Legal Testimony**

The selected firm or firms may be requested by the DEP to testify concerning the validity of the laboratory analysis. The firm will only be required to testify to the following areas:

1. Time of notification by the Division of sampling and by whom.
2. When and where samples were collected by the firm.
3. Condition of sample.
4. How sample was preserved by the firm.
5. Date and time(s) of analysis and by whom.
6. Chain of Custody procedures within the laboratory.
7. Methods used.
8. Results of analysis.

At no time will the firm respond to questions concerning interpretation of results. The Division shall reimburse the firm for the costs of any such testimony.

#### **Prime Vendor Responsibilities**

A vendor who is awarded a contract, when performing work under the terms and conditions of this contract, is solely responsible for the satisfactory completion of the work. The prime vendor shall be responsible for ensuring that any subcontractors have all the necessary permits, and certifications (including WV State Laboratory Certification) to perform the work. DEP will consider the prime vendor to be the sole point of contact with regard to authorized work under the contract, however this provision does not prohibit the DEP from directly contacting subcontractors.

## **Subcontractors**

The prime vendor shall not be allowed to subcontract any work or services under this contract to any other person, company, corporation, firm, organization or agency without prior written approval of the DEP.

## **Confidentiality**

The vendor agrees that any and all data, analyses, materials, reports or other information, oral or written, prepared by the vendor with respect to this requisition shall, except for information which has been publicly available, be treated as confidential and shall not be utilized, released, published, or disclosed, by the vendor at any time for any purpose whatsoever other than to provide consultation or other service to the DEP.

## **Miscellaneous Provisions**

1. The DEP will provide all sample containers and field preservatives.
2. The DEP may, at their discretion, choose to deliver samples to the vendor's establishment rather than having them picked up by the vendor.
3. Any updates to the MDLs during the life of this contract shall be provided to the DEP, in writing, within one week of the update(s) completion.
4. The firm shall provide at no additional cost, any requested quality control / calibration information associated with a particular sample. Quality control / calibration information includes but is not limited to: values of standards used in calibration, date of last calibration, correlation coefficients of calibrations curves, instrument blank values, check standard values, spike/recovery values, duplicate values, dilution volumes, bench sheets, calculations and Shewart quality control charts.
5. Notice of any changes to the firm's certification status with regard to any of the parameters that the firm is certified to analyze, must be submitted to DEP, in writing, within ten (10) days of the time of status change.
6. The Laboratory will provide blank water to the DEP, at no charge, upon request.

# Appendix A - Bid Tables

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Parameter	Cost per test using:				Minimum MDL required (mg/L unless stated otherwise)
	40 CFR 136 Methods		SW-846 Methods		
	Liquid samples	Solid samples	Liquid samples	Solid samples	
pH	4-00	4-00	4-00	4-00	N/A
Hot Acidity	8-75	8-75	8-75	8-75	5
Alkalinity	↓	↓	↓	↓	5
Hardness	↓	↓	↓	↓	1
Specific Conductance	4-00	4-00	4-00	4-00	3 microsiemens /cm <sup>2</sup>
Sulfate	8-75	8-75	8-75	8-75	5
Sulfide	16-00	16-00	16-00	16-00	1
Turbidity	8-75	8-75	8-75	8-75	
Chloride	↓	↓	↓	↓	5
Total Coliform (MF)	18-00	18-00	18-00	18-00	4 col/100ml
Total Coliform (MPN)	25-00	25-00	25-00	25-00	4 col/100ml
Fecal Coliform (MF)	17-50	17-50	17-50	17-50	4 col/100ml
Fecal Coliform (MPN)	25-00	25-00	25-00	25-00	4 col/100ml
Total Solids	8-50	8-50	8-50	8-50	1
Dissolved Solids (TDS)	↓	↓	↓	↓	1
Suspended Solids (TSS)	↓	↓	↓	↓	3
Volatile Solids	↓	↓	↓	↓	1
Percent Solids	↓	↓	↓	↓	1%
Kjeldahl Nitrogen	21-00	21-00	21-00	21-00	0.5
Ammonia Nitrogen	15-50	15-50	15-50	15-50	0.1
Organic Nitrogen*	36-50	36-50	36-50	36-50	0.5
Nitrate-Nitrogen	15-00	15-00	15-00	15-00	0.2
Nitrite-Nitrogen	15-00	15-00	15-00	15-00	0.02
Nitrite-Nitrate	18-00	18-00	18-00	18-00	0.05
Total Phosphorus	16-00	16-00	16-00	16-00	0.01
Orthophosphate	11-00	11-00	11-00	11-00	0.01
Total Phosphate	16-00	16-00	16-00	16-00	0.01
BOD	19-00	19-00	19-00	19-00	1

→ If determine by calculation (TKN - Amm-N<sub>2</sub>) then no charge.  
 However, if TKN & Amm has to be analyzed then cost is \$36-50.

# Appendix A - Bid Tables

Parameter	Cost per test using:				Minimum MDL required (mg/L unless stated otherwise)
	40 CFR 136 Methods		SW-846 Methods		
	Liquid samples	Solid samples	Liquid samples	Solid samples	
BOD-carbonaceous	20-00	NA	20-00	NA	1
COD	19-00	NA	19-00	NA	0.5
TOC	22-00	NA	22-00	NA	1
MBAS	30-00	NA	30-00	NA	0.05
Phenolics	25-00	25-00	25-00	25-00	0.01
Total Cyanide	24-00	24-00	24-00	24-00	0.005
Hexavalent Chromium	20-00	NA	20-00	NA	0.005
Oil-Grease	22-00	NA	22-00	NA	0.1
Fluoride	8-75	8-75	8-75	8-75	0.2
Flow	5-00	-	-	-	-

## Appendix A - Bid Tables

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**Metals (Dissolved or Total)**

(dissolved metals will be field filtered)

\*  
Minimum MDL  
required (mg/L  
unless stated  
otherwise)

Cost per test using:

40 CFR 136 Methods

SW-846 Methods

**Parameter**

Liquid samples

Solid samples

Liquid samples

Solid samples

Parameter	40 CFR 136 Methods Liquid samples	40 CFR 136 Methods Solid samples	SW-846 Methods Liquid samples	SW-846 Methods Solid samples	Minimum MDL required (mg/L unless stated otherwise)
Aluminum, ICP	7.75	7.75	7.75	7.75	0.02
Antimony, ICP	↓	↓	↓	↓	0.005
Arsenic, ICP	↓	↓	↓	↓	0.005
Barium, ICP	↓	↓	↓	↓	0.005
Beryllium, ICP	↓	↓	↓	↓	0.001
Boron, ICP	↓	↓	↓	↓	0.02
Cadmium, ICP	↓	↓	↓	↓	0.0002
Calcium, ICP	↓	↓	↓	↓	0.5
Chromium, ICP	↓	↓	↓	↓	0.001
Cobalt, ICP	↓	↓	↓	↓	0.05
Copper, ICP	↓	↓	↓	↓	0.001
Iron, ICP	↓	↓	↓	↓	0.02
Lead, ICP	↓	↓	↓	↓	0.001
Magnesium, ICP	↓	↓	↓	↓	0.2
Manganese, ICP	↓	↓	↓	↓	0.02
Mercury (cold vapor)	20.00	20.00	20.00	20.00	0.0001
Molybdenum, ICP	7.75	7.75	7.75	7.75	0.1
Nickel, ICP	↓	↓	↓	↓	0.005
Potassium, ICP	↓	↓	↓	↓	0.1
Selenium, AA Furnace	17.00	17.00	17.00	17.00	0.001
Silver, ICP	7.75	7.75	7.75	7.75	0.001
Sodium, ICP	↓	↓	↓	↓	0.1
Thallium, AA Furnace	17.00	17.00	17.00	17.00	0.001
Tin, ICP	7.75	7.75	7.75	7.75	0.1
Vanadium, ICP	↓	↓	↓	↓	0.05
Zinc, ICP	↓	↓	↓	↓	0.005
Sample Prep.	10.00	10.00	10.00	10.00	

\* MDL for solid matrix will be raised by dilution factor.

# Appendix A - Bid Tables

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Miscellaneous Parameters	Cost / Analysis	Minimum MDL required	Units
Chlorophyll A (Standard Methods)	50-00	0.5	mg/L
Color (APHA)	12-00	5	color units
Color (ADMI)	35-00	10	ADMI value
Cyanide, Amenable (40 CSR 136)	25-00	0.005	mg/L
Cyanide, Free (ASTM)	25-00	0.01	mg/L
Mineral Acidity (Standard Methods)	9-50	1	mg/L
Total Acidity (Standard Methods)	9-50	1	mg/L
Tot Petroleum Hydrocarbons GRO/DRO (WVTPH/8015B)	60-00	0.5	mg/L
Fecal Streptococci (Standard Methods)	35-00	4	col/100ml
Escherichia Coli (Numeric Result)	22-00	1	col/100ml
Bicarbonate (Standard Methods)	9-50	1	mg/L
Ferrous Iron(Standard Methods)	22-00	0.05	mg/L
Unionized Ammonia (46 CSR 1)	22-00	0.1	mg/L
Dissolved Organic Carbon (Standard Methods)	24-00	1	mg/L
Particulate Organic Carbon (Standard Methods)	24-00	1	mg/L

## Miscellaneous Expenses

	Cost / hour / Person
1. Professional staff representation of data in legal / administrative setting	75-00

## Appendix A - Bid Tables

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### Group 6 Constituents for Phase I Detection Monitoring<sup>1</sup>

#### GROUP A: Inorganic Constituents

COMMON NAME <sup>2</sup>	CAS RN <sup>3</sup>	Bid as package
Acidity	(Total)	
Aluminum	(Total)	
Alkalinity	(Total)	
Ammonia Nitrogen	(Total)	
Antimony	(Total)	
Arsenic	(Total)	
Barium	(Total)	
Beryllium	(Total)	
Bicarbonates	(mg/l)	
Boron	(Total)	
Cadmium	(Total)	
Chlorides	(Total)	
Chromium	(Total)	
Cobalt	(Total)	
COD	(mg/l)	
Copper	(Total)	
Dissolved Manganese	(Total)	
Iron	(Total)	
Lead	(Total)	
Magnesium	(Total)	
Mercury	(Total)	
Molybdenum	(Total)	
Nickel	(Total)	
Nitrate	(Total)	
pH	(Std. Units)	
Potassium	(Total)	
Selenium	(Total)	
Silver	(Total)	
Sodium	(Total)	
Specific Conductance	(umhos/cm)	
Sulfate	(Total)	
TDS	(mg/l)	
Thallium	(Total)	
TOC	(mg/l)	
Total Phenolic Materials	(Total)	
TSS	(Total)	
Turbidity	(Total)	
Vanadium	(Total)	
Zinc	(Total)	

In addition to the above, the following parameters should be analyzed:

Temperature, (BOD-5-day), fluoride and calcium.



**Group 6 Constituents for Phase I Detection Monitoring<sup>1</sup> (continued)****GROUP B: Organic Constituents**

COMMON NAME <sup>2</sup>	CAS RN <sup>3</sup>
Acetone	67-64-1
Acrylonitrile	107-13-1
Benzene	71-43-2
Bromochloromethane	74-97-5
Bromodichloromethane	75-27-4
Bromoform; Tribromomethane	75-25-2
Carbon disulfide	75-15-0
Carbon tetrachloride	56-23-5
Chlorobenzene	108-90-7
Chloroethane; Ethyl chloride	75-00-3
Chloroform; Trichloromethane	67-66-3
Dibromochloromethane; Chlorodibromomethane	124-48-1
1,2-Dibromo-3-chloropropane; DBCP	96-12-8
1,2-Dibromoethane; Ethylene dibromide; EDB	106-93-4
o-Dichlorobenzene; 1,2-Dichlorobenzene	95-50-1
p-Dichlorobenzene; 1,4-Dichlorobenzene	106-46-7
trans-1,4-Dichloro-2-butene	110-57-6
1,1-Dichloroethane; Ethylidene chloride	75-34-3
1,2-Dichloroethane; Ethylene dichloride	107-06-2
1,1-Dichloroethylene; 1,1-Dichloroethene; Vinylidene chloride	75-35-4
cis-1,2-Dichloroethylene; cis-1,2-Dichloroethene	156-59-2
trans-1,2-Dichloroethylene; trans-1,2-Dichloroethene	156-60-5
1,2-Dichloropropane; Propylene dichloride	78-87-5
cis-1,3-Dichloropropene	10061-01-5
trans-1,3-Dichloropropene	10061-02-6
Ethylbenzene	100-41-4
2-Hexanone; Methyl butyl ketone	591-78-6
Methyl bromide; Bromomethane	74-83-9
Methyl chloride; Chloromethane	74-87-3
Methylene bromide; Dibromomethane	74-95-3
Methylene chloride; Dichloromethane	75-09-2
Methyl ethyl ketone; MEK; 2-Butanone	78-93-3
Methyl iodide; Iodomethane	74-88-4
4-Methyl-2-pentanone; Methyl isobutyl ketone	108-10-1
Styrene	100-42-5
1,1,1,2-Tetrachloroethane	630-20-6
1,1,2,2-Tetrachloroethane	79-34-5
Tetrachloroethylene; Perchloroethylene	127-18-4
Toluene	108-88-3
1,1,1-Trichloroethane; Methylchloroform	71-55-6

**Group 6 CONSTITUENTS FOR PHASE I DETECTION MONITORING<sup>1</sup> (continued)**  
**GROUP B: Organic Constituents (continued)**

COMMON NAME <sup>2</sup>	CAS RN <sup>3</sup>
1,1,2-Trichloroethane	79-00-5
Trichloroethylene; Trichloroethene	79-01-6
Trichlorofluoromethane; CFC-II	75-69-4
1,2,3-Trichloropropane	96-18-4
Vinyl acetate	108-05-4
Vinyl chloride	75-01-4

Xylenes

1330-20-7

Cost for analysis of entire "Phase 1 Parameters" for landfills \$ **370-00**

1. This list contains volatile organics for which possible analytical procedures provided in EPA Report SW-846 "Test Methods for Evaluating Solid Waste", third edition, November 1986, as revised December 1987, includes Method 8260 and 8011; and metals for which SW-846 provides either Method 6010 or a method from the 7000 series of methods.

2. Common names are those widely used in government regulations, scientific publications, and commerce; synonyms exist for many chemicals.

3. Chemical Abstracts Service registry number. Where "Total" is entered, all species in the groundwater that contain this element are included.

# Appendix A - Bid Tables

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## Collection of Samples

Cost associated with sample pickup from the following locations

		Cost / Collection
Charleston Office	601 57th St E. Charleston, 25304	00.00
Faimont Office	2031 Pleasant Valley Rd. Fairmont 26554	125.00
Teays Office	PO Box 662 Teays, 25269	00.00
Romney Office	1 Depot St. Romney 26757	190.00
Wheeling Office	1060 Chapline St. Wheeling 26003	125.00
Parkersburg Office	2311 Ohio Ave. Parkersburg 26010	80.00
Oak Hill Office	116 Industrial Dr. Oak Hill 25901	100.00
Welch Office	311 Court St. Welch 24801	100.00
Logan Office	1101 George Kostas Dr. Logan 25601	80.00
Other Locations as necessary	Cost per mile to pickup site (example: pickup point is 50 miles from lab, if vendor bids \$X/mile, vendor charges \$50X, not \$100X)	\$0.70/mile

Labor charge for sampling

35.00 / hour / person

60.00 / hour / 2 persons

Auto sampler charge to setup & collect composite samples

75.00 / Usage

All other labor (example DMR forms, generating special report, etc.)

35 / hour (minimum 1/2 hour)

# AFFIDAVIT

019

**West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**EXCEPTION:**

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**LICENSING:**

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Bio-Chem Testing, Inc.

Authorized Signature:  Date: 8-15-06