



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

# Request for Quotation

RFQ NUMBER
DEP15365

PAGE
1

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

VENDOR

**RELIANCE LABORATORIES, INC.**  
 2044 MEADOWBROOK ROAD  
 POST OFFICE BOX 4657  
 BRIDGEPORT, WV 26330-4657

SHIP TO

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

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		961-48		
<p>GENERAL ANALYSIS OF WATER AND SOIL FIELD TESTING</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING QUOTATIONS FROM QUALIFIED VENDORS TO PROVIDE THE AGENCY WITH PACKAGE ORGANIC ANALYSIS OF WATER AND SOIL PER THE FOLLOWING SPECIFICATIONS, SCOPE OF WORK, TERMS &amp; CONDITIONS, BID REQUIREMENTS, AND THE ATTACHED BID SCHEDULE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30)</p>						

RECEIVED  
 2011 MAR 22 A 10:02  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	304-842-5285	3/21/2011	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Director	55-0580040		

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



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RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

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<p>DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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PROBING

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>NOTICE</p> <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.: DEP15365</p> <p>BID OPENING DATE: 03/23/2011</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:            -----            304-842-5351            -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p>						

SIGNATURE				TELEPHONE		DATE	
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE			

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				<i>Tenley Miller</i>		
***** THIS IS THE END OF RFQ DEP15365 ***** TOTAL:						<u>\$30275.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

### AREA OF WORK

Bids should be submitted by vendors in connection with the costs associated with collection from all Department of Environmental Protection (DEP) offices as listed herein.

**DEP reserves the right to make multiple awards based on the need to have vendors located throughout the state in close proximity to the various DEP offices.** Up to (5) five vendors will be selected. Samples shall be taken to the vendor nearest the sample location.

Bidding should be done for every method as a whole and for each analyte within a specific method. Prices should also be given for liquid samples and solid /tissue samples.

### QUALIFICATIONS

The 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 vendor or vendors selected must have a quality control program in place and meet the following qualifications:

1. A laboratory, preferably, but not necessarily, located in West Virginia for the maximum utilization by DEP personnel.
2. Chemist on staff experienced in organic water/soil analysis and its interpretation.
3. The laboratory must be certified by the Water Resources Quality Assurance Program. This includes any laboratories to which analyses are subcontracted.
4. Be accessible by telephone **24 hours per day, 7 days per week.**
5. Capable of attending and providing expert testimony in legal proceeding, 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 Office**

The sampling for the DEP shall be conducted by Department personnel. The vendor shall be notified of the date sampling occurs /is to occur and from which DEP office 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 office and delivery of sample to the laboratory within 24 hours from the time of sampling. The vendor shall indicate the time the sample was obtained from the specified office 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. If samples are to be shipped to the vendor by mail courier, then the vendor shall supply all shipping containers, labels and shall cover all costs of shipping from the sample location or from any WV/DEP office.

### **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 for organic analysis and Standard Methods for the Examination of Water and Waste Water, current edition, but must be an approved method per 40 CFR Part 36 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, and in the event the method is not specified, Method 1 shall be used.

In the event a compound is requested by a method which has greater than ten compounds in the compound list, any compounds detected at or above three times the PQL, in addition to the requested compound, shall be reported and invoiced as individual compounds up to a maximum of ten compounds total. If ten or more compounds are detected and reported, the total list cost will be in effect.

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 vendor may consider the data to be acceptable by the Department. The vendor 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 by the vendor until DEP's notification that the sample can be properly disposed of. DEP will advise the vendor which samples fall into this category. The vendor shall be responsible for the proper disposal of all samples submitted to them by the DEP unless otherwise notified. The vendor 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

concept applies) samples at regular intervals each day to check analytical precision and accuracy, and (3) analysis of reference samples a 6 (six) month intervals\*. Regardless of which analytical methods are used in a laboratory, the methodology must be carefully documented. Standard methods which have been modified or entirely replaced because of recent advances in the state of art 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.

All testing must be conducted using approved methods: (1) 40-CFR-136, Organic test Methods for NPDES samples or 2) SW-846 Methods for all other samples. Where an NPDES method is not available, the laboratory may substitute an SW-846 method. The laboratory will be advised as to the type of sample being tested so that the proper test methods may be applied.

Further, the laboratory may substitute capillary column technology for packed column technology for NPDES test methods.

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 difference 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 spiked 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.

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

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

### **Practical Quantitation Limits**

PQLs have been listed where possible and is defined as the lowest concentration of analytes that can be reliably determined within specified limits of precision and accuracy by a particular method under routine laboratory conditions. If the PQL for a particular method is higher value than the regulatory limit for that parameter, then an alternate method with a PQL lower than the regulatory limit shall be used. The laboratory shall provide DEP with one complete set of PQLs and Method Detection Limits upon being awarded the contract. If a certain PQL is desired by the sampler, the laboratory may substitute the requested method with another method that meets the necessary PQL upon approval of the sampler.



#### **Step 4 - Legal Testimony**

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

1. Time of notification by Department 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 Department shall reimburse the vendor for the costs of any such testimony. The vendor must provide a detailed invoice of actual costs incurred.

#### **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 vendor shall be responsible for ensuring that any subcontractor have all the necessary permits, certifications (including WV State Laboratory Certification) and insurance 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.

#### **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 made 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 DEP.

#### **MISCELLANEOUS PROVISIONS**

1. All analytical data submitted to DEP must be reported in MDLs, not PQLs.
2. The vendor shall provide necessary sample containers and field preservatives to the WV/DEP if requested by the Department.

3. The DEP may, at their discretion, choose to deliver samples to the vendor's establishment rather than having them picked up by or delivered to the vendor.
4. If samples are to be shipped to the vendor by mail courier, then the vendor shall supply all shipping containers, labels and shall cover all costs of shipping from the sample location or from any WV/DEP office.
5. Upon awarding the contract, the vendor shall provide one copy of the method detection limits (MDLs) for all analytes for which the contract is awarded. 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.
6. The vendor 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.
7. Notice of any changes to the vendor's certification status with regard to any of the parameters that the vendor is certified to analyze for, must be submitted to DEP, in writing, within ten (10) days of the time of status change.
8. The laboratory will provide blank water to the DEP, at no charge, upon request.
9. Should MDLs lower than those listed on the contract be available, the Vendor shall provide these lower detection levels when conducting analyses.

### Quality Control Deliverables

#### Level I Contents

Laboratory Analysis Reports  
Chain of Custody Form

#### Level II Contents

Laboratory Analysis reports  
Case Narrative  
Chain of Custody Form  
Initial Calibration summaries, CLP Form 6  
Continuing Calibration Verification summaries, CLP Form 7  
Raw method blank data  
Matrix Spike/Matrix Spike Duplicate Summary (MS/MSD), CLP form 3  
Surrogate Summary, CLP Form 2  
Raw Sample data

#### Level III Contents, Organic

Laboratory Analysis reports  
Chain of Custody Form

Case Narrative  
Retention Time Summary (if applicable)  
Extraction Logs (if applicable)  
Analytical Run Logs  
MS Tuning Summary, CLP form 5 (if applicable)  
Initial Calibration Summaries, CLP Form 6  
Continuing Calibration Verification Summaries, CLP Form 7  
Method Blank Summary, CLP Form 4  
Raw method blank data  
Matrix Spike/Matrix Spike Duplicate Summary (MS/MSD), CLP form 3  
Surrogate Summary, CLP Form 2 (if applicable)  
Internal Standard Summary, CLP form 8 (if applicable)  
All associated Raw QC data, including calibrations  
Form 1 results Summaries for samples and blanks  
Raw Sample data  
MDL Statements  
Electronic Data Deliverable

Level IV (Inorganic/Metals)

Laboratory Analysis reports  
Chain of Custody Form  
Case Narrative  
Analysis Data Sheet, CLP form 1  
Initial and continuing Calibration Verification, CLP Form II, Part 1  
CRDL Standard for AA and ICP, CLP Form II, Part 2  
Blanks, CLP Form III  
ICP Interference Check Sample, CLP Form IV  
Spike Sample Recovery, CLP Form V, Part 1  
Post Digest Spike Sample Recovery, CLP Form V, Part 2  
Duplicates, CLP Form VI  
Laboratory Control Sample, CLP Form VII  
Standard Addition Results, CLP Form VIII  
ICP Serial Dilutions, CLP Form IX  
Preparation Logs, CLP Form XIII  
Analysis Run Logs, CLP Form XIV  
All associated raw data  
MDL statements  
Electronic Data Deliverable

## DEP15365

## METHOD SW-846

## Quick Package Reference Costs

ITEM NO.	Quan.	DESCRIPTION	UNIT PRICE	AMOUNT
	***			
1	10	8081A Organochlorine Pesticides GC	\$ 100.00	\$ 1000.00
2	5	8082 PCBs by GC	\$ 65.00	\$ 325.00
3	20	8270 PAH by GC/MS	\$ 80.00	\$ 1600.00
4	20	8270 PAH (SIM)	\$ 65.00	\$ 1300.00
5	30	BTEX 8021B/8260B	\$ 70.00	\$ 2100.00
6	30	BTEX (8021B)/MTBE (8021B)	\$ 75.00	\$ 2250.00
7	30	BTEX (8021B)/GRO (8015B)	\$ 85.00	\$ 2550.00
8	30	BTEX (8021B)/DRO/GRO (8015B)	\$ 130.00	\$ 3900.00
9	30	BTEX (8021B)/GRO (8015B)/MTBE (8021B)	\$ 90.00	\$ 2700.00
10	30	BTEX (8021B)/DRO/GRO (8015B)/MTBE (8021B)	\$ 135.00	\$ 4050.00
11	30	BTEX/MTBE/TBA/EDB/EDC by 8260B (SIM)	\$ 100.00	\$ 3000.00
12	10	TPH-ORO (8015B)	\$ 50.00	\$ 500.00
13	10	TPH-GRO (8015B)	\$ 50.00	\$ 500.00
14	10	TPH-DRO (8015B)	\$ 50.00	\$ 500.00
15	10	TPH-GRO/DRO (8015B)	\$ 100.00	\$ 1000.00
16	20	TPH-GRO/DRO/ORO (8015B)	\$ 125.00	\$ 2500.00
17	100	Terra-Core Sampling Kit	\$ 5.00	\$ 500.00
<b>Collection of Samples - Cost Associated with collection from DEP offices</b>				
18	1	Charleston Office, 601 57 <sup>th</sup> St., SE, Charleston, WV 25304	\$ 100.00	\$
19	1	Teays Office, PO Box 662, Teays, WV 25596	\$ 100.00	\$
20	1	Fairmont Office, 2031 Pleasant Valley Road, Fairmont, WV 26554	\$ 25.00	\$
21	1	Romney Office, HC 63 Box 2545, Romney, WV 26757	\$ 75.00	\$
22	1	French Creek Office, P.O. Box 38, French Creek, WV 26218	\$ 50.00	\$
23	1	Wheeling Office, 131 A Peninsula Street, Wheeling, WV 26003	\$ 75.00	\$
24	1	Parkersburg Office, 2311 Ohio Ave., Parkersburg, WV 26010	\$ 75.00	\$
25	1	Oak Hill Office, 254 Industrial Drive, Oak Hill, WV 25901	\$ 100.00	\$
26	1	24 Hour Turn-Around Rush Orders** Analytical cost X 2.00	\$	\$
27	1	48 Hour Turn-Around Rush Orders** Analytical cost X 1.75	\$	\$
28	1	72 Hour Turn-Around Rush Orders** Analytical cost X 1.50	\$	\$
<b>TOTAL</b>				\$ 30275.00

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

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

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

RFQ No. DEP/5365

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

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

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Reliance Laboratories Inc.

Authorized Signature: [Signature] Date: 3/21/2011

State of West Virginia

County of Harrison, to-wit:

Taken, subscribed, and sworn to before me this 21 day of March, 2011.

My Commission expires October 31, 2011.

AFFIX SEAL HERE

NOTARY PUBLIC Darlene Dawn Cook

