



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
EHS11080

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER
304-558-0067

VENDOR

Waters Laboratory
Western Kentucky University
1906 College Heights Blvd.
Bowling Green, KY 42101

SHIP TO

HEALTH AND HUMAN RESOURCES
BPH ENVIRO HLTH SERVICES
350 CAPITOL STREET, ROOM 313
CHARLESTON, WV
25301-1757 304-558-8582

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
11/23/2010				

BID OPENING DATE: **12/08/2010** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ADDENDUM NO. 1</p> <p>1. QUESTIONS AND ANSWERS ARE ATTACHED.</p> <p>2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: EHS11080</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>✓ NO. 1 <i>[Signature]</i></p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p>						

RECEIVED
2010 DEC -6 AM 10:04
WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 270-745-5287	DATE 12/3/10
TITLE Lab Operations Director	FEIN 61-1358086	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO REQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED VENDORS

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 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).



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 304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

WATERS Laboratory
 Attn: Gretchen Grover
 Western Kentucky University
 1906 College Heights Blvd.
 Bowling Green, KY 42101

HEALTH AND HUMAN RESOURCES

BPH ENVIRO HLTH SERVICES
 350 CAPITOL STREET, ROOM 313
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<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>Gretchen Grover</i>..... SIGNATURE</p> <p>WATERS Lab..... COMPANY</p> <p>12/2/10..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>END OF ADDENDUM NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Gretchen Grover</i>	TELEPHONE 270-745-5287	DATE 12/3/10
TITLE Lab Operations Director	FEIN 61-1358086	ADDRESS CHANGES TO BE NOTED ABOVE



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12/08/2010

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	600	EA		962-22	\$350.00	\$210,000
TO PROVIDE CRYPTOSPORIDIUM TESTING						
***** THIS IS THE END OF RFQ EHS11080 ***** TOTAL:						\$210,000

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 270-745-5287	DATE 12/3/10
TITLE Lab Operations Director	FEIN 61-1358086	ADDRESS CHANGES TO BE NOTED ABOVE

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EHS11080 Addendum 1

Response to vendor questions, as follows:

QUESTION 1: Is the RFQ for the entire project? OR can the laboratory submit a partial bid? The laboratory states it can accept a total of 240 samples over a 12 month period, or no more than 20 per month.

RESPONSE: The bid is per sample and not based on quantity capabilities. The water system will decide which approved lab to use and it is possible that a lab could receive all of the tests, some of the tests, or none of the tests, again based upon the choice of the individual water system.

QUESTION 2: Will the samples the laboratory received be filtered, unfiltered, or both?

RESPONSE: The samples will be based on the approved EPA method and the arrangement the laboratory has with the public water system (PWS) submitting the sample.

QUESTION 3: Is this bid for the EPA LT2 requirements or for monitoring purposes?

RESPONSE: EPA LT2 requirement. This project will not pay for testing for non-LT2 required monitoring purposes.

QUESTION 4: Do you plan to award the bid to 10 laboratories, or up to 10?

RESPONSE: As long as enough qualified bids are accepted, this will be awarded to 10 laboratories with the lowest bid.

QUESTION 5: What date will the contract begin (when can the laboratory expect to begin receiving samples?

RESPONSE: As soon as a purchase order is issued, the vendors will be notified. Only an approved purchase order, signed by the Attorney General's Office and placed in the US Mail, is considered authorization for the chosen vendors to provide these services.

QUESTION 6: The Opening Date/Time of the bid is 12/8/10 at 1:30 PM. Does the paperwork have to be submitted to you by that date/time? OR is there a separate deadline for the paper work to be submitted?

RESPONSE: The bid must be received by 1:30 PM on December 8, 2010. Bids received after that date and time, will be disqualified.

QUESTION 7: In regards to invoicing, is one invoice submitted for all samples analyzed in that month? Or can invoices for each PWS be submitted monthly?

RESPONSE: Invoice is to be submitted for each qualifying PWS, each month, a sample is analyzed.

QUESTION 15: I need to know how many utilities and what schedule they are. Our lab gives a small system a discount for those under 10,000 served. Will the utility over 12 or 24 months.

RESPONSE: None of the systems have a population over 10,000. Samples may be from systems collection over 12 months or 24 months, which is specific to the PWS.

QUESTION 16: Have sample schedules for the water systems been determined?

RESPONSE: Yes.

QUESTION 17: Will West Virginia have the ability to send payments with a check instead of a p-card?

RESPONSE: The preferred method for the payment is the State of WV Visa Purchasing Card (P-Card). Vendor must have ability to accept this method of payment if the payment is P-Card eligible.

QUESTION 18: Is the project spread over 12 months or over a longer period of time?

RESPONSE: All testing shall be completed by March 2012.

QUESTION 19: Will the laboratory be required to submit results on the EPA CDTS website?

RESPONSE: No.

QUESTION 20: In addition to receiving *Cryptosporidium* samples, will the lab receive E. coli samples from any of the water systems?

RESPONSE: This project is limited to cryptosporidium testing only.

QUESTION 21: When the prices are presented to the water supplies will it simply be a price, or will there be opportunities to describe value added benefits that a lab might offer. For instance, the option for the water supply to be able to simply send in a 10L container of bulk water instead of having to filter it themselves in site. Or for the lab to send a prepaid shipping label to pay for return shipping?

If only the prices are presented to PWS and not the details, then it won't be an "apples to apples" comparison.

RESPONSE: Separate prices will be accepted for filtered and unfiltered methods.

QUESTION 22: Will we have the opportunity to present a price for each additional slide/subsample that is required to process the sample under LT2 rules?

One of the costs of this method, that cannot be determined ahead of time is how many microscope slides (sometimes referred to as "subsamples") will be necessary. The extra slides are dependent on the quality of the water sent in each month and can vary from month to month. There is a significant cost of lab materials as well as labor involved with the generation and analysis of each slide. The only fair way to present this as a price is to list a cost for each extra slide that is required from each sample.

RESPONSE: Additional prices for slide/subsamples will be accepted.

COST SHEET FOR EHS11080

Item #	Apprx. Annual Usage	DESCRIPTION	UNIT PRICE	TOTAL COST
	QUANTITY			
1	300 EA	FOR FILTERED METHODS: CRYPTOSPORIDIUM TESTING PER EPA STANDARDS AND PROVIDE RESULTS TO WATER SYSTEM WITHIN THREE (3) WEEKS. RESULTS WILL BE PROVIDED TO THE WATER SYSTEM VIA E-MAIL OR MAIL, WHICH IS REQUIRED TO SUPPLY TEST RESULTS TO OECH. ONCE THE INVOICE IS RECEIVED FROM THEM LAB IT WILL BE COMPARED TO INFORMATION ON FILE FOR THE WATER SYSTEM TO VERIFY THAT THE TEST WAS CONDUCTED IN ORDER TO PROCESS PAYMENT.	\$350 Field High Turbidity sample requiring extra filter- #350 Sample with packed pellet volume > 20 is mL additional fee #150 Shipping cost to return cooler #10	\$105,000.00 as needed as needed as needed
2	300 EA	FOR UNFILTERED METHODS: CRYPTOSPORIDIUM TESTING PER EPA STANDARDS AND PROVIDE RESULTS TO WATER SYSTEM WITHIN THREE (3) WEEKS. RESULTS WILL BE PROVIDED TO THE WATER SYSTEM VIA E-MAIL OR MAIL, WHICH IS REQUIRED TO SUPPLY TEST RESULTS TO OECH. ONCE THE INVOICE IS RECEIVED FROM THEM LAB IT WILL BE COMPARED TO INFORMATION ON FILE FOR THE WATER SYSTEM TO VERIFY THAT THE TEST WAS CONDUCTED IN ORDER TO PROCESS PAYMENT.	\$350 Field #400 Spine Same additional charges will apply as those for filtered samples	\$105,000.00 as needed as needed
		TOTAL COST		\$ 210,000.00

Award will be made up to the ten (10) vendor (s) with the lowest overall cost who meets specifications. Vendor shall submit to OEHS an original itemized invoice monthly in the arrears for each month. Payment will be made by EHS and made in arrears after receipt of each completed order. Orders will be placed on an as needed basis.



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HEALTH AND HUMAN RESOURCES

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001	600	EA	962-22		\$350. ⁰⁰	\$210,000. ⁰⁰
<p>TO PROVIDE CRYPTOSPORIDIUM TESTING</p> <p>REQUEST FOR QUOTATION</p> <p>TO PROVIDE ASSISTANCE TO WATER SYSTEMS WITH THE FIRST ROUND OF CRYPTOSPORIDIUM TESTING TO IMPROVE TECHNICAL CAPABILITIES, PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD..... AND EXTENDS UNTIL MARCH 2012 OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW 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>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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 270-745-5287	DATE 12/3/10
TITLE Lab Operations Director	FED. ID NO. 61-1358086	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<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>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</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 DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p>						

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<p>REV. 05/26/2009</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 11/22/2010. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, ALL CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSA</p>						

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<p>SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</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>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</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>						

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BID OPENING DATE: **12/08/2010** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:-----RW/FILE 22----- RFQ. NO.:-----EHS11080----- BID OPENING DATE:-----12/8/2010----- BID OPENING TIME:-----1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <u>270-745-3102</u> CONTACT PERSON (PLEASE PRINT CLEARLY): <u>Gretchen Grover</u>						
***** THIS IS THE END OF RFQ EHS11080 ***** TOTAL:						<u>\$210,000.⁰⁰</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Gretchen Grover</i>	TELEPHONE 270-745-5287	DATE 12/3/10
TITLE Lab Operations Director	FEIN 61-1358086	ADDRESS CHANGES TO BE NOTED ABOVE

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

SPECIFICATIONS

The State of West Virginia, Department of Health and Human Resources (DHHR), Bureau for Public Health (BPH), Office of Environmental Health Services (OEHS), Environmental Engineering Division (EED) is seeking vendor quotations for conducting Cryptosporidium testing in compliance with Environmental Protection Agency (EPA) standards as required pursuant to the Long Term 2 (LT2) Rule. EPA is allowing set-aside funds to be used for the first round of Cryptosporidium testing and all testing must be completed by March 2012. The successful certified lab (s) will receive reimbursement for each Cryptosporidium test (including shipping costs and anything incidental for the provision of the tests) conducted on a qualified system. An award will be made up to the top ten (10) vendors with the lowest bids. Water systems will be notified of the programs as soon as it is approved by letter, telephone, or direct contact. Information regarding the LT2 Rule can be obtained at the following link: <http://water.epa.gov/lawsregs/rulesregs/sdwa/lt2/index.cfm>

OEHS OBJECTIVE:

The Safe Drinking Water Act Amendments of 1996 (the Amendments) adopted significant changes in the Safe Drinking Water Act (SDWA). Of particular importance here, the Amendments require States to adopt and implement programs to ensure water systems have the capability to comply with existing and anticipated drinking water regulations. These new provisions, known as Capacity Development, mark the first time the Federal government has explicitly required States to take actions to ensure water systems will have the financial, technical and managerial resources required to provide safe and reliable water service to the public. Essentially, this capacity or capability will help assure better infrastructure stewardship.

VENDOR REQUIREMENTS:

Vendor agrees to meet all requirements stated below:

- Vendor (s) shall be a lab approved by EPA to perform Cryptosporidium testing in compliance with EPA standards using EPA Method 1622 and/or EPA Method 1623, these methods can be found via the application process for the lab from EPA standards and provide results to water system via e-mail or mail, which is required to supply test results to OEHS. Once the invoice is received from the lab it will be compared to information on file for the water system to verify that the test was conducted in order to process payment.

OEHS' CONTRIBUTION TO THE CONTRACT:

1. Provide the vendor (s) with a list of Community Water Systems, including Public Water System Identification number (PWSID), that the Vendor (s) is eligible to conduct the Cryptosporidium testing for and receive payment directly from the Bureau for Public Health.

SCOPE OF WORK:

When awarded:

Deliverable 1: Shall perform Cryptosporidium testing per EPA standards and provide results to water system within three (3) weeks. Results will be provided to the water system via e-mail or mail.

VENDOR REGISTRATION:

Vendor must be in good standing with the West Virginia Bureau for Employment Programs and be registered with the State of West Virginia, Division of Purchasing before a purchase order can be issued.

LICENSE REQUIREMENTS:

- Shall be in Workers Compensation compliance.
- Laboratories must be listed on the "EPA Laboratories Approved for the Analysis of Cryptosporidium Under the Safe Drinking Water Act" as detailed at the following link:

http://www.epa.gov/ogwdw/disinfection/lt2/pdfs/labs_approval/list_lt2_approvedlabs.pdf

INVOICES:

Vendor shall invoice OEHS monthly in arrears for Cryptosporidium testing conducted on qualified water systems during the previous month. Invoices may not be submitted more than once monthly. Invoices must include the date of the test, the name and PWSID No. for the water system, the cost of the test (including shipping costs). Where applicable, pass through invoices for freight are required for reimbursement. All testing shall be completed by March 2012 and invoices for testing conducted after that date will not be eligible for payment.

RFQ No. EHS11080

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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: WATERS Laboratory

Authorized Signature: [Signature] Date: 11/19/10

State of Kentucky

County of Warriner, to-wit:

Taken, subscribed, and sworn to before me this 19 day of November, 2010.

My Commission expires 7-3-, 2013.

AFFIX SEAL HERE

NOTARY PUBLIC Martha Ann Boots

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 Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident 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; 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,
 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% resident 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% resident vendor preference for the reason checked:**
 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 Bidder's 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; or,
4. **Application is made for 5% resident 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% resident 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% resident 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.

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) reject the bid; 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.

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.

Bidder: WATERS Lab Signed: [Signature]

Date: 12/2/10 Title: 12/2/10

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.



A LEADING AMERICAN UNIVERSITY WITH INTERNATIONAL REACH

WATER ANALYSIS TRAINING, EDUCATION & RESEARCH SERVICES

November 19, 2010

RE: RFQ # EHS11080

To Whom It May Concern,

We are very pleased to provide the following bid for RFQ # EHS11080 referencing EPA 1623 Method for *Cryptosporidium* Monitoring.

In addition, you will find a sampling and shipping protocol along with a contract template. A 12 and/or 24 month monitoring schedule is included for each utility to consider. A final monitoring schedule will be provided to each utility outlining their specific monitoring plan upon bid approval.

Thank you for this opportunity and we look forward to working with you.

Regards,

Jonathan Oglesby
Principal Lab Analyst
WATERS Lab
Jonathan.Oglesby@wku.edu
Lab: 270-745-5287

WATERS Laboratory

Western Kentucky University | 1906 College Heights Blvd. #61066 | Bowling Green, KY 42101-1066

Phone: 270-745-5287 | Fax: 270-745-3102 | <http://waters.wku.edu>

Equal Education and Employment Opportunities Hearing Impaired Only: 270-745-5389

Water Analysis Training Education
& Research Services
Room 405
Environmental Science & Technology Bldg
Telephone 270-745-5287
Fax 270-745-3102



WATERS Laboratory
Western Kentucky University
1906 College Heights Blvd #61066
Bowling Green KY 42101-1066
www.watersky.org

Quotation

Quoted To:
WV Purchasing Division
2019 Washington St E
PO Box 50130
Charleston WV 25305-0130
roberta.a.wagner@wv.gov

Date: 12/02/10
Quotation #: QG12191001
Prepared by: Gretchen Grover
Quote valid for 60 days.

RFQ # EHS11080

Comments or special instructions:

Prices below include sample containers

Description	Each	Quantity	AMOUNT
Lab Analysis Services (per Utility):			
Schedule 4 System Cryptosporidium Field Sample Filtered	\$ 350.00	300	\$ 105,000.00
Schedule 4 System Cryptosporidium Field Sample Unfiltered	\$ 350.00	300	\$ 105,000.00
Schedule 4 Cryptosporidium Matrix Spike	\$ 400.00		as needed
*High Turbidity samples with packed pellet >0.5 mL	\$ 150.00		as needed
**High Turbidity samples requiring an extra filter for analysis	\$ 350.00		as needed
Shipping Cost to return cooler	\$ 10.00		as needed
Total			\$ 210,000.00

* High turbidity samples with packed pellet volume >0.5 mL will be charged an additional \$150 fee per sample

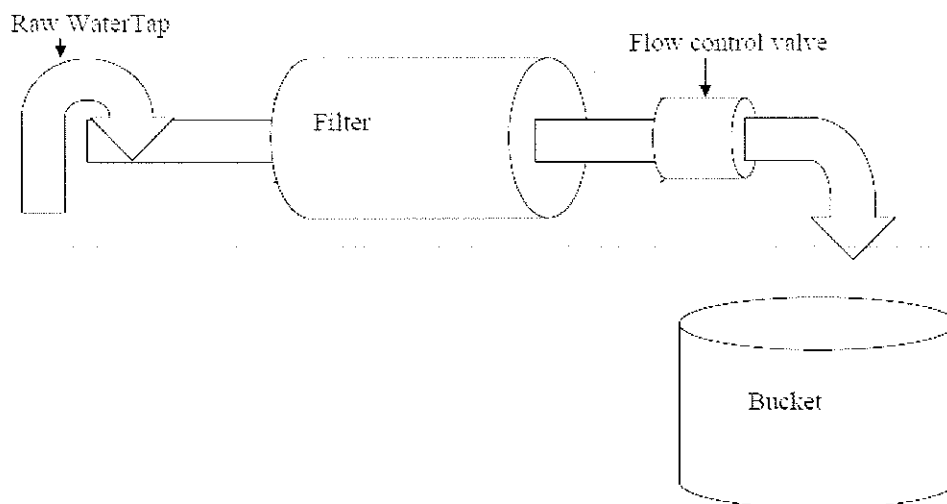
** For high turbidity samples requiring 2 filters, each filter will be analyzed and charged as an individual sample.

Prices effective through March 2012 for round 1 of *Cryptosporidium* Monitoring per EPA Method 1623

If you have any questions concerning this quote please contact Gretchen Grover @ 270.745.3155

Thank you.

Cryptosporidium On-Site Filtration Instructions



Your kit contains 2 (two) new filters, 1 (one) used filter, and 1 (one) 10L collapsible carboy.

The used filter is for you to practice with.

1. The sample must be collected from the raw water intake prior to any chemical addition. Connect a hose to your raw water tap.
2. Connect the hose to the inlet end of the filter.
3. Place a calibrated bucket under the outlet end of the filter to catch the filtered water.
4. Turn on the water and allow the tap to push water through the filter at a rate of ~2L (1/2 gallon) per minute.
5. Filter at least 10L of raw water. Note: If one filter clogs before 10L is filtered, you must use the second filter. However, if the second filter clogs before 10L is filtered, just note how much was filtered through each filter and send the 2 filters to the lab.
6. Put the blue vinyl caps on the filter and label the filter with your facility name, etc.
7. Fill out the paperwork and overnight the sample to the lab via UPS or FedEx.
8. Note: the sample must be shipped in a hard molded plastic cooler containing ice. Styrofoam coolers are not acceptable. Blue ice (freezer) packs are not acceptable.
9. During the sampling events labeled as Monitoring/MS, you will need to fill the 10L carboy and ship it to the lab as well as filtering a sample.

Optional: If you cannot get the pressure from your tap low enough to filter ~2L per minute, you may want to use a Flow Control Valve. Plast-O-Matic Corp part no. FC050EP-000-1/2-PV. Their phone number is 973.256.3000.

The bucket can be purchased from a hardware store in the paint department. I bought a 3 gallon bucket that is calibrated in both gallons and liters. If your bucket is not calibrated in liters, filter 3 gallons of raw water.

Instructions for Packing and Shipping Crypto Samples

- Samples must be shipped in a hard-plastic cooler. Cooler size should be appropriate for samples being shipped.
- Insert two large plastic trash bags into the shipping cooler to create a double liner.
- Pack cooler with sealed ice bags sufficient to maintain the sample between 1°C and 20°C during shipment. Use the amount of ice appropriate for the season, geographic location and cooler type used (follow laboratory recommendations). **DO NOT USE GEL FREEZER PACKS. NEVER USE DRY ICE.**
- Wrap the bagged filter with bubble wrap to prevent freezing, and place into the shipping cooler. Wrap the bagged E. coli sample in bubble wrap to prevent freezing, and place into the shipping cooler. Pack the lined cooler and surround the sample with sealed ice bags.
- Seal each of the liner trash bags by tying in a knot.
- The routine monitoring sample, the matrix spike sample, and the E. coli sample may be shipped in the same cooler.



- Make and retain a copy of the sample collection form(s) for your records.
- Place the completed sample collection form(s) in an airbill sleeve attached to the inside of the cooler lid or a zippered plastic bag to prevent the form from getting wet.
- Close and seal the lid securing the cooler with strapping tape.
- Complete the shipping airbill and attach to the outside of the cooler using an additional airbill sleeve.
- Use packing materials to prevent shifting during transport.
- Shipping companies may delay sample shipments if leakage occurs. Be sure to SEAL COOLER JOINTS.



- Ship sample via overnight delivery. DO NOT SHIP VIA United States Postal Service.
- Temperature of the sample upon arrival at the laboratory must be $\leq 20^{\circ}\text{C}$ (but not frozen). The laboratory must begin sample processing *Cryptosporidium* within 96 hours of sample collection. *E. coli* samples must be processed within 30 hours of sample collection.
- If the sample temperature and holding time requirements are not met, then the sample is invalid and must be recollected.
- For more information, visit the EPA LT2 training website at: <http://www.epa.gov/safewater/lt2/training/index.html#>

I. General Information

A. PWS Information

PWSID:	KY _____
PWS Name:	
PWS Address:	
City, State, Zip:	
Treatment Plant Name:	
Facility ID:	
Population Served:	
Schedule Designation:	1 2 3 ④ (circle one)

B. Contact Person

Name:	
Title:	
Phone Number:	
Fax Number:	
Email Address:	

C. Contracting Laboratory Information

EPA Crypto Lab ID Number:	Crypto - KY00002-C
Laboratory Name:	WATERS Laboratory Western Kentucky University
Laboratory Address:	1906 College Heights Blvd #61066
City, State, Zip:	Bowling Green, KY 42101-1066
Contact Person:	Jonathan Oglesby
Phone Number:	270-745-5287
Fax Number:	270-745-3102
Email Address:	jonathan.oglesby@wku.edu

II. Sampling Location Worksheet

PWS Name: _____

PWS ID: _____

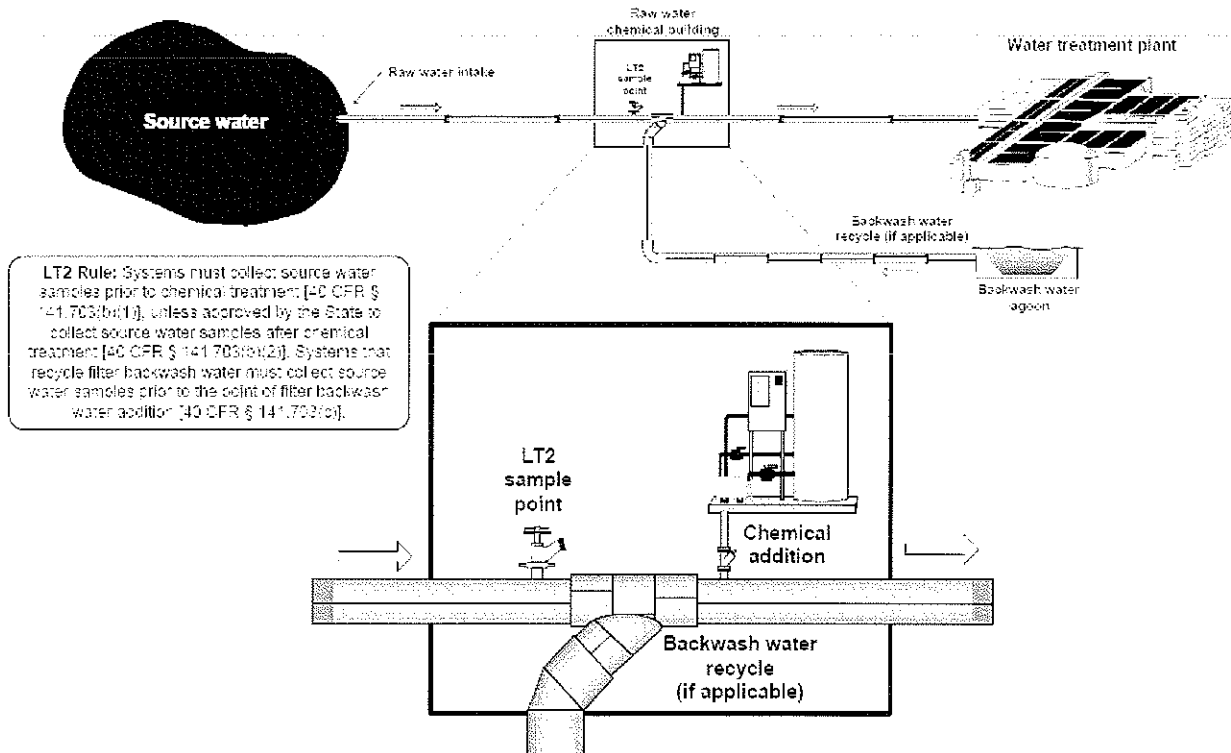
	1 st Source	2 nd Source (if any)
1. Source Name:		
2. Source Type: Flowing stream, Lake/Reservoir, or GWUDI		
3. Sampling Location ID: State assigned number		
4. Usage: All-year, Part-year, or Emergency (Describe on next page)		
5. Proportion of Typical Average Daily Flow		
6. Pretreatment Practices: Presedimentation, Bank Filtration, or Off-stream Storage		
7. Recycling Practices: (if applicable) Describe below		
8. Chemical Pretreatment: Indicate location on plant schematic		
9. Compositing Procedure: (if applicable) Blended sample tap, Composite, Weighted, or NONE		

Additional Comments (indicated number from table above)

III. Schematic

PWS Name: _____

PWS ID: _____



Indicate the following on the diagram that best represents your facility type (if applicable):

1. LT2 sampling location
2. Points of chemical treatment prior to the treatment plant
3. Filter backwash water addition
4. Pretreatment processes (e.g., presedimentation basins, bank filtration)
5. Multiple source waters (show by adding additional sources)

IV. Sampling Schedule: 12 Month

Sample Number	Sample Date	Sample Type
1	Jan 4, 2011	Monitoring and Matrix Spike
2	Jan 18, 2011	Monitoring
3	Feb 1, 2011	Monitoring
4	Feb 15, 2011	Monitoring
5	Mar 1, 2011	Monitoring
6	Mar 15, 2011	Monitoring
7	Apr 5, 2011	Monitoring
8	Apr 19, 2011	Monitoring
9	May 3, 2011	Monitoring
10	May 17, 2011	Monitoring
11	June 7, 2011	Monitoring
12	June 21, 2011	Monitoring
13	July 5, 2011	Monitoring
14	July 19, 2011	Monitoring
15	Aug 2, 2011	Monitoring
16	Aug 16, 2011	Monitoring
17	Sep 6, 2011	Monitoring
18	Sep 20, 2011	Monitoring
19	Oct 4, 2011	Monitoring
20	Oct 18, 2011	Monitoring
21	Nov 1, 2011	Monitoring and Matrix Spike
22	Nov 15, 2011	Monitoring
23	Nov 29, 2011	Monitoring
24	Dec 13, 2011	Monitoring

IV. Sampling Schedule: 24 Month

Sample Number	Sample Date	Sample Type
1	Jan 4, 2011	Monitoring/MS
2	Feb 1, 2011	Monitoring
3	Mar 1, 2011	Monitoring
4	Apr 5, 2011	Monitoring
5	May 3, 2011	Monitoring
6	June 7, 2011	Monitoring
7	July 5, 2011	Monitoring
8	Aug 2, 2011	Monitoring
9	Sep 6, 2011	Monitoring
10	Oct 4, 2011	Monitoring
11	Nov 1, 2011	Monitoring
12	Dec 13, 2011	Monitoring
13	Jan 3, 2012	Monitoring
14	Feb 7, 2012	Monitoring
15	Mar 6, 2012	Monitoring
16	Apr 3, 2012	Monitoring
17	May 1, 2012	Monitoring
18	Jun 5, 2012	Monitoring
19	July 10, 2012	Monitoring
20	Aug 7, 2012	Monitoring
21	Sep 4, 2012	Monitoring/MS
22	Oct 2, 2012	Monitoring
23	Nov 6, 2012	Monitoring
24	Dec 4, 2012	Monitoring

LT2 RULE CHAIN OF CUSTODY RECORD
 Phone 270.745.5287 Fax 270.745.3102 www.watersky.org

Mail to:

Hand Deliver to:

WATERS Laboratory
 Western Kentucky University
 Central Receiving V313
 1906 College Heights Blvd
 Bowling Green, KY 42101

WATERS Laboratory
 Western Kentucky University
 Environmental Science & Technology Bldg
 Room 405
 Bowling Green, KY 42101

COMPANY		PWS ID	
ADDRESS		PHONE	
CITY		CONTACT	
EMAIL		FAX	

Special Notes:

Sample ID Number	Collection	Container Type (circle one)	Preservation Method	Analysis Requested	Sampler Initials
	Date: Time:	10L Carboy FILTER	Ice	Crypto	
	Date: Time:	10L Carboy FILTER	Ice	Crypto MS	

Sampler Name: _____ Sampler Signature: _____

Relinquished by:	Date:	Received by:	Date:
Representing:	Time:	Representing:	Time:
Relinquished by:	Date:	Received by:	Date:
Representing:	Time:	Representing:	Time:
Relinquished by:	Date:	Received by:	Date:
Representing:	Time:	Representing:	Time:

LT2 Rule Sample Collection Form

Shipping Information	Utility Information	For Lab Use Only
Lab Name: WATERS Laboratory	PWS Name:	Date received:
		Time received:
Lab Address: Western Kentucky University Central Receiving V313 1906 College Heights Blvd #61066 Bowling Green, KY 42101-1066	PWS Address:	Temp upon receipt:
	Sampler name:	Condition upon receipt:
	Date shipped:	
Tracking Number:		

Sample Identification Information	
Sample ID:	
PWS ID:	
Facility ID:	
Facility Name:	
Sample Collection Point ID:	
Sample Collection Point Name:	
Sample Collection Date:	
Source water type (circle one):	Flowing stream (FS) Reservoir/Lake (RL) GWUDI - FS GWUDI-RL
Requested analysis (circle one):	Cryptosporidium field sample Cryptosporidium matrix spike E. coli

Sample Collection Information	
Cryptosporidium	E. Coli
Sample Shipped In: (circle one)	Filter Capsule 10L Cubitainer Sample collection time:
Total Volume Filtered: (if field filtered)	Source water turbidity (NTU):
Sample Collection Time:	Source water temperature:
Source water temperature:	Additional comments:
Source water turbidity (NTU):	
Additional Comments:	
Sampler Signature:	Date:

FEE FOR SERVICE CONTRACT

Between

WATERS LABORATORY

Western Kentucky University

1906 University Heights Blvd #61066

Bowling Green, KY 42101-1066

Contact: Jonathan Oglesby

Phone: 270-745-5287 Fax: 270-745-3102

EPA Method 1623 Approved Laboratory: KY00002-C

And

UTILITY NAME	
PWS ID	
STREET ADDRESS	
CITY, STATE, ZIP	
CONTACT	
PHONE	
FAX	
EMAIL	

This contract is between WATERS Laboratory (hereinafter referred to as the Lab) and Public Water Supply (hereinafter referred to as the PWS). The PWS information provided above will be utilized to identify the PWS samples in the LT2/Stage 2 Data Collection and Tracking System (DCTS). This contract will become effective on the date signed by the PWS and will remain in effect until the end of the agreed upon monitoring period (see attached Monitoring Plan). The Lab utilizes an SOP written in compliance with EPA Method 1623: *Cryptosporidium* and *Giardia* in Water by Filtration/IMS/FA, December 2005. The Lab will analyze samples that are filtered using the Pall Corporation Envirochek™ HV filter only.

The Lab agrees to accept samples as agreed upon in the monitoring plan. The samples will be processed by Lab employees. Processing will include:

1. Filtration of bulk water sample (if PWS does not field filter).
2. Elution of Envirochek™ HV filter.
3. Concentration of particulate matter into a pellet via centrifugation.
4. Division of pellet in excess of 1 milliliter of material.
5. Immuno-magnetic separation of organisms from other particulate matter.
6. Isolation of organisms from the immuno-magnetic beads.
7. Microscopic slide preparation and staining.
8. Microscopic examination of stained slide.
9. Characterization of any and all organisms found during the examination of the slide.
10. Recording data on bench sheets specified by EPA Method 1623.
11. Entering results for the PWS samples into the LT2/Stage 2 Data Collection and Tracking System (DCTS) on or before the results due date (see sampling calendar).
12. Work with the PWS on scheduling issues and any other problems as they may arise.
13. Providing the PWS with a hard copy of the summary of all results.

The Lab will ensure that all quality control criteria included in EPA Method 1623 are met. The quality control criteria include:

1. A method blank will be processed once per week or with every 20 samples processed.
2. An ongoing precision and recovery (OPR) sample will be processed once per week or with every 20 samples processed.
3. Slide staining positive and negative controls will be prepared with each batch of samples processed through the staining step that day.
4. Performance Evaluation (PE) samples, provided by the EPA for continued certification, will be processed quarterly.
5. Inspection of all samples delivered for analysis to ensure proper handling and compliance with quality control criteria.
6. Rejection of all samples delivered that do not meet quality control criteria.
7. All mandated holding times and temperature criteria will be observed and held to compliance within the Lab. These criteria include:
 - a. Elution, concentration, purification, dissociation and slide preparation will be completed within 96 hours of sample collection/field filtration.
 - b. Samples must be stored in 10 L cubitainers at 2-20°C from the time of receipt in the Lab until filtration.
 - c. Elution, concentration, purification, dissociation and slide preparation will be completed in one working day.
 - d. Staining will be completed within 72 hours of slide preparation.
 - e. Microscopic examination of stained slides will be completed within 7 days from the time the staining procedure is completed.
 - f. Filtration of spiked samples or OPR samples will be completed within 24 hours of the spike being added to the sample.
8. Maintenance of Analyst on staff as per certification requirements.

The Lab agrees to provide the services outlined above for the fees outlined in the Cryptosporidium & Giardia Analysis Cost Schedule below. The cost of the carboy/cubitainer and the filters are included in the fee schedule.

Cryptosporidium & Giardia Analysis Cost Schedule				
if WATERS Lab is contracted for all 24 monitoring samples per water system.				
Sample Type	Notes	Number Required	Cost per Sample	Total Cost
Standard Monitoring Samples	Sample requiring one filter and no division of pellet	24	350.00	8,400.00
Matrix Spike Samples	Sample requiring one filter and no division of pellet	2	400.00	800.00
High Turbidity Samples - Requiring Pellet Division	Sample pellet from one filter divided after concentration		550.00	
High Turbidity Samples Requiring Two Filters	Charged as two High Turbidity Samples		1,100.00	
Shipping	Cost to Return Cooler	24	10.00	240.00

In the case of high turbidity, the Lab is required to analyze ten liters of source water or the amount that is filtered through two filters before clogging the second filter. For samples that require two filters, the Lab will analyze the filter contents individually. The Lab is required to examine up to 2 milliliters of concentrated particulate material from each filter submitted for compliance. However, concentrated particulate material in excess of 1 milliliter must be divided into 2 separate 1 milliliter aliquots.

In the event of the invalidation of a sample by the Lab due to internal Lab technical difficulties, the Lab will supply the PWS with the necessary materials to re-collect the sample and the cost of shipping the Lab-caused replacement sample.

The PWS agrees to provide the Lab with the monitoring samples and the required matrix spike samples to be analyzed for the fees outlined above. The PWS will collect the samples as outlined in the EPA Source Water Monitoring Guidance Manual for Public Water Systems: for the Final Long Term 2 Enhanced Surface Water Treatment Rule, February 2006.

The PWS responsibilities include:

1. Provide the manpower to collect and/or field-filter the samples.
2. Properly collecting the samples in a timely manner.
3. Completing all paperwork associated with the sample, to include:
 - a. PWS Name and Address
 - b. Sampler Name
 - c. PWS ID Number
 - d. Sample Collection Point ID
 - e. Sample Collection Date
 - f. Requested Analysis
 - g. Sample Collection Date and Time
4. Promptly delivering or overnight shipping bulk water samples or the sample EnvirochekTM HV filters (if field-filtering is utilized).
5. Maintaining the bulk water sample or sample filter at the proper temperature during shipping or delivery.
6. Provide the proper packaging needed for shipment of bulk water samples and/or filters to the Lab.
7. Incurring all costs of shipping or delivering the bulk water sample or the sample filter to the Lab.
8. Incurring all costs for the shipping of sampling materials from the Lab to the PWS.
9. Replacing any sample damaged, destroyed, or lost during shipping or delivery.
10. Contacting the Lab to notify of sample shipment and/or any problems incurred during collection, filtering, and shipping.
11. Collecting and shipping matrix spike samples to be spiked and then filtered in the Lab.
12. Work with the Lab on scheduling conflicts and any other problems as they may arise.
13. Inspection of results entered into DCTS and rejection of results if they do not meet contract requirements.

All checks and/or credit card payments shall be made to **WATERS Laboratory** and mailed to WATERS Laboratory, Western Kentucky University, 1906 University Heights Blvd #61066, Bowling Green, KY 42101-1066, within 15 days of receipt of an invoice.

The laws of the Commonwealth of Kentucky shall govern the validity, construction, and effect of this agreement.

Each person signing this agreement represents and warrants that he or she is duly authorized and has legal capacity to execute this agreement. Each party represents and warrants that the execution of this agreement and the party's performance hereunder has been duly authorized and the agreement is a valid and legal agreement binding on such party and enforceable according to its terms. The service agreement and related documents will be considered executed when the signature of the PWS personnel is delivered by facsimile to WATERS Lab fax number (270)745-3102 and signed by the appropriate WATERS Lab personnel. Such facsimile signatures shall be treated in all respects as having the same effect as an original signature.

This is the entire agreement between WATERS Lab and the PWS. It supersedes all prior oral or written agreements or understandings and it may be amended only in writing between the authorized signatures to this agreement.

This agreement is hereby executed upon the signatures and other vital information of each party below.

FOR THE PWS

FOR WATERS LAB

Signature Date

Signature Date

Printed Name

Printed Name

Title

Title