



**INDUSTRIAL LAB ANALYSIS, INC.**  
65 – 36<sup>th</sup> Street  
Wheeling, WV 26003  
304-233-5595

January 24, 2012

**Dept. of Environmental Protection**  
**Division of Water and Waste Mgt**  
260601 57<sup>th</sup> Street SE  
Charleston, WV 25304

Re: Analysis Quote

Dear Mr. Roderick,

Industrial Lab has been providing lab services for the tri-state area since 1979. Most of the water analysis is done in-house with the exception of organics. This will be contracted out to a WV DEP Certified laboratory. Industrial Lab has a complete inventory of laboratory equipment, including ICP and IC analyzer, housed in a 4500 square feet facility.

Sincerely,

Bharat C. Maniar

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2012 JAN 27 PM 2:14

WV PURCHASING  
DIVISION



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**Dept. of Environmental Protection**  
**Division of Water and Waste Mgt**  
260601 57<sup>th</sup> Street SE  
Charleston, WV 25304

Re: Ila Maniar

**Chemist #1**

Ila B. Maniar- MS Organic Chemistry

Responsible for managing day-to-day operation of Industrial Lab since 1979.  
Provides lab services for the tri-state area

**Chemist #2**

Bharat C. Maniar-BS Chemical Engineering, Biology, & Zoology

After moving to West Virginia as a district engineer, he founded Industrial Lab in 1979 to provide environmental services for the tri-state area.



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  
**DEP15729**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**GUY NISBET**  
**304-558-8802**

RFQ COPY  
 TYPE NAME/ADDRESS HERE



**Industrial Lab Analysis**  
 65-36<sup>th</sup> Street  
 Wheeling, WV 26003

ENVIRONMENTAL PROTECTION,  
 DEPARTMENT OF  
 DIV OF WATER AND WASTE MGT  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304                      304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/05/2012				
BID OPENING DATE: 01/31/2012		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 GENERAL ANALYSIS OF WATER AND SOIL PER THE FOLLOWING SPECIFICATIONS, SCOPE OF WORK, TERMS &amp; CONDITIONS, BID REQUIREMENTS, AND THE ATTACHED BID SCHEDULE.</p> <p>INQUIRES:</p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH THE CLOSE OF BUSINESS ON TUESDAY, 01/17/2012. QUESTIONS MAY BE SENT VIA: USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, EMAIL QUESTIONS ARE PREFERRED. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER Q&amp;A DEADLINE HAS LAPSED.</p> <p>ADDRESS INQUIRES TO:</p> <p>GUY NISBET          DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          2019 WASHINGTON STREET, EAST          CHARLESTON, WV. 25305          FAX: 304.558.4115          EMAIL: GUY.L.NISBET@WV.GOV</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *B. Manian*      TELEPHONE: 304-233-5595      DATE: 01-20-12

TITLE: *See-Treas*      FEIN: 55-0623606      ADDRESS CHANGES TO BE NOTED ABOVE

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



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<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) 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Berman</i>	TELEPHONE 304-233-5595	DATE 01-20-12
TITLE See-Trensum	FEIN 55-0623606	ADDRESS CHANGES TO BE NOTED ABOVE

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	<p>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 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>EXHIBIT 10</p> <p>REQUISITION NO.: DEP15729</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>					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *B. Manian* TELEPHONE: 304-233-5595 DATE: 01-20-12  
 TITLE: Sec-Treasury FEIN: 55-0623606 ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO.'S:						
NO. 1 .....						
NO. 2 .....						
NO. 3 .....						
NO. 4 .....						
NO. 5 .....						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
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.						
				<i>Bermania</i> ..... SIGNATURE  <i>Industrial Lab Analysis</i> ..... COMPANY  1-24-12 ..... DATE		
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Bermania</i>	TELEPHONE	304-233-5595	DATE	01-20-12
TITLE	Sec-Treasurer	FEIN	55-0623606	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p><b>NOTICE</b></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: GN-23</p> <p>RFQ. NO.: DEP15729</p> <p>BID OPENING DATE: 01/31/2012</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>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): BHARAT MANIAR</p>						

*e mail - ILALAB80@gmail.com*

*304-233-1705*

*BHARAT MANIAR*

SIGNATURE <i>B Maniar</i>		TELEPHONE <i>304-233-5595</i>	DATE <i>01-20-12</i>
TITLE <i>Sec - Tren Sum</i>	FEIN <i>55-0623606</i>	ADDRESS CHANGES TO BE NOTED ABOVE	

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**Industrial Lab Analysis**  
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ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.						
***** THIS IS THE END OF RFQ DEP15729 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>B. Manial</i>	TELEPHONE 304-233-5595	DATE 01-20-12
TITLE <i>Sec. Treynum</i>	FEIN 55-0623606	ADDRESS CHANGES TO BE NOTED ABOVE

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## 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. 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.

Bidding should be done for each analyte within a specific method. Prices should also be given for liquid and solid samples. If vendor is certified for more than one method per parameter, include method#, MDL and cost. Bids must be submitted exactly as per attached bid sheet.

## 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. The laboratory must be certified by the Water Resources Quality Assurance Program. This includes any laboratories to which analyses are subcontracted.
2. Be accessible by telephone 24 hours per day, 7 days per week.
3. Capable of attending and providing expert testimony in legal proceeding, upon request.
4. Proof of certification and staff chemist(s) resume(s) must be provided at the time of bid.

## 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

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### 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 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) for circumstances when holding times for parameters to be analyzed are less than seven (7) days. 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.

Vendors must include the method number on the bid sheet. A single analytical method for some parameters isn't adequate, for example, a sample of discharge water from a sewage treatment plant need not have the same precision as a sample from relatively clean oligotrophic waters. If vendor submits bids for an alternate method, the method number and MDL must be included on the bid sheet. If vendors are certified for more than 2 methods for a parameter, the vendor can provide bids and associated information on a separate page.

Vendors must provide a single bid for the cost of the analysis and reporting for the Phase 1 Detection Monitoring constituent lists described Appendix A.

Results of analytical tests must be submitted electronically in a Microsoft Excel (or compatible) format. The electronic results should conform to the DEP program approved template format. Where provided, the vendor must include the WQ ID number with the data submitted. This electronic data submittal requirement may be waived in some circumstances where the number of samples and/or number of analytical tests requested is low. Waiver must be requested prior to data submittal

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 Division. 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 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 at 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.

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. The DEP reserves the right to conduct unannounced examinations 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.

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

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#### 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 subcontractors 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, 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. The prime contractor is ultimately responsible for seeing the results submitted electronically and must also provide copies hard or electronic copies of any documentation provided by the subcontractor.

#### 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. The vendor shall provide necessary sample containers and field preservatives to the DEP if requested by the Department.
2. 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.
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 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 calibration 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 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.
6. The laboratory will provide blank water to the DEP, at no charge, upon request.

## Appendix A

**Constituents for Phase I Detection Monitoring****GROUP A: Inorganic Constituents**

COMMON NAME <sup>2</sup>	CAS RN <sup>3</sup>	
Acidity	(Total)	
Aluminum	(Total)	bid as package
Alkalinity	(Total)	(Groups A and B combined)
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 B: Organic Constituents<sup>1</sup>

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
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

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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.

## ANALYSIS OF WATER AND SOIL

DEP15729

## Vendor's Bid Sheet

Vendors Name: INDUSTRIAL LABS ANALYSIS INC.

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

ITEM NO	EST. QUANTITY	DESCRIPTION	Method #	Method Detection Level*	UNIT PRICE	AMOUNT
1	4000	pH	4500 HB	N/A	\$ 3	\$ 1200
1A	10	pH (Solid)	4500 HB		\$ 4	\$ 40
2	4000	Hot Acidity	2310 B	5 mg/l	\$ 5	\$ 20000
2A	1000	Hot Acidity Alt. Method	2310 B	*	\$ 5	\$ 5000
3	4000	Alkalinity	2320 B	5 mg/L	\$ 5	\$ 20000
3A	1000	Alkalinity Alt. Method			\$	\$
4	500	Hardness	2340 C	1 mg/L	\$ 5	\$ 5000
4A	100	Hardness Alt. Method			\$	\$
4B	10	Hardness (Solid)			\$	\$
5	1000	Specific Conductance	2510 A	3 uS/cm <sup>2</sup>	\$ 5	\$ 5000
5A	500	Specific Conductance Alt. Method			\$	\$
6	4000	Sulfate	0510-99.2	5 mg/L	\$ 15	\$ 6000
6A	1000	Sulfate Alt. Method	EPA 300.	1 mg/L	\$ 10	\$ 10000
6B	10	Sulfate (Solid)			\$	\$
7	20	Sulfide	4500 52E	1 mg/L	\$ 20	\$ 400
7A	10	Sulfide Alt. Method			\$	\$
8	20	Turbidity	2310 B	1 NTU (higher OK if highly turbid)	\$ 5	\$ 100
8A	10	Turbidity Alt. Method	EPA 300.		\$	\$
9	300	Bromide	EPA 300.	0.1 mg/L	\$ 10	\$ 3000
9A	10	Bromide Alt. Method		1 mg/L	\$	\$
9B	10	Bromide (Solid)			\$	\$
10	3000	Chloride	4500 CL	5 mg/L	\$ 20	\$ 200
10A	100	Chloride Alt. Method	EPA 300	1 mg/L	\$ 10	\$ 30000
10B	10	Chloride (Solid)			\$	\$
11	25	Fluoride	EPA 300	0.2 mg/L	\$ 10	\$ 250
11A	10	Fluoride Alt. Method	4500 F C	0.1 mg/L	\$ 20	\$ 200
11B	10	Fluoride (Solid)			\$	\$
12	4000	Fecal Coliform (MF)	9222 D	4 cfu/100 mL	\$ 30	\$ 120,000
12A	1000	Fecal Coliform (MF) Alt. Method			\$	\$
13	100	Fecal Coliform (MPN)		4 cfu/100 mL	\$	\$
13A	50	Fecal Coliform (MPN) Alt. Method			\$	\$
14	20	Total Coliform			\$	\$
15	25	Total Solids	2540 B	1 mg/L	\$ 20	\$ 500
15A	10	Total Solids Alt. Method			\$	\$
15B	10	Total Solid (Solid)	2540 B		\$ 15	\$ 150
16	3000	Dissolved Solids (TDS)	2540 C	1 mg/L	\$ 15	\$ 45000
16A	1000	Dissolved Solids (TDS) Alt. Method			\$	\$
17	4000	Suspended Solids (TSS)	2540 D	3 mg/L	\$ 10	\$ 40000

ITEM NO.	EST QUANTITY	DESCRIPTION	Method #	Method Detection Level*	UNIT PRICE	AMOUNT
17A	1000	Suspended Solids (TSS) Alt. Method			\$	\$
18	25	Settleable Solids	2540 F	0.5	\$ 10	\$ 250
18A	10	Settleable Solids Alt. Method			\$	\$
19	25	Volatile Solids	160.4	1 mg/L	\$ 15	\$ 375
19A	10	Volatile Solids Alt. Method			\$	\$
19B	10	Volatile solid (Solid)			\$	\$
20	25	Percent Solids	2540 G	1%	\$ 15	\$ 375
20A	10	Percent Solids Alt. Method			\$	\$
20B	10	Percent Solids (Solid)			\$	\$
21	400	Kjeldahl Nitrogen	4500 N <sub>ohy</sub>	0.1 mg/L	\$ 25	\$ 10000
21A	100	Kjeldahl Nitrogen Alt. Method			\$	\$
21B	10	Kjeldahl Nitrogen (Solid)			\$	\$
21C	10	Kjeldahl Nitrogen Alt. Method (Solid)			\$	\$
22	50	Ammonia Nitrogen	4500 NH <sub>3</sub>	0.1 mg/L	\$ 20	\$ 1000
22A	10	Ammonia Nitrogen Alt. Method			\$	\$
22B	10	Ammonia Nitrogen (Solid)			\$	\$
22C	10	Ammonia Nitrogen Alt. Method (Solid)			\$	\$
23	50	Organic Nitrogen	calc.	0.5 mg/L	\$ 10	\$ 500
23A	10	Organic Nitrogen Alt. Method			\$	\$
24	50	Nitrate-Nitrogen	4500 NO <sub>3</sub>	0.05 mg/L	\$ 25	\$ 1950
24A	10	Nitrate-Nitrogen Alt. Method	EPA 300		\$ 10	\$ 100
25	50	Nitrite-Nitrogen	4500 NO <sub>2</sub>	0.05 mg/L	\$ 20	\$ 1000
25A	10	Nitrite-Nitrogen Alt. Method	EPA 300		\$ 10	\$ 100
25B	10	Nitrite-Nitrogen (Solid)			\$	\$
25C	10	Nitrite-Nitrogen Alt. Method (Solid)			\$	\$
26	400	Nitrite-Nitrate	4500 NO <sub>3</sub>	0.05 mg/L	\$ 25	\$ 10000
26A	100	Nitrite-Nitrate Alt. Method	EPA 300		\$ 10	\$ 1000
26B	10	Nitrite-Nitrate (Solid)			\$	\$
26C	10	Nitrite-Nitrate Alt. Method (Solid)			\$	\$
27	400	Total Phosphorus	4500 P	0.01 mg/L	\$ 25	\$ 10000
27A	100	Total Phosphorus Alt. Method			\$	\$
27B	10	Total Phosphorus (Solid)			\$	\$
27C	10	Total Phosphorus Alt. Method (Solid)			\$	\$
28	50	Orthophosphate	4500 P	0.01 mg/L	\$ 20	\$ 1000
28A	10	Orthophosphate Alt. Method			\$	\$
29	50	Total Phosphate	4500 P	0.01 mg/L	\$ 20	\$ 1000
29A	10	Total Phosphate Alt. Method	EPA 300		\$ 10	\$ 100
29B	10	Total Phosphate (Solid)			\$	\$
29C	10	Total Phosphate Alt. Method (Solid)			\$	\$
30	25	BOD	5210 B	2 mg/L	\$ 30	\$ 750
30A	10	BOD Alt. Method			\$	\$
31	25	BOD-carbonaceous	5210 B	2 mg/L	\$ 30	\$ 750
31A	10	BOD-carbonaceous Alt. Method			\$	\$
32	25	COD	5220 D	0.5 mg/L	\$ 30	\$ 750
32A	10	COD Alt. Method			\$	\$
33	25	TOC	SM 5310 C	1 mg/L	\$ 40	\$ 1000
33A	10	TOC Alt. Method			\$	\$
34	25	MBAS	5540 C	0.05 mg/L	\$ 25	\$ 625
34A	10	MBAS Alt. Method			\$	\$
35	25	Phenolics	SM 510 A	0.01 mg/L	\$ 30	\$ 750
35A	10	Phenolics Alt. Method			\$	\$
35B	10	Phenolics (Solid)			\$	\$
36	25	Total Cyanide	4500 CN/C	0.005 mg/L	\$ 40	\$ 1000
36A	10	Total Cyanide Alt. Method			\$	\$

ITEM NO	EST. QUANTITY	DESCRIPTION	Method #	Method Detection Level*	UNIT PRICE	AMOUNT
36B	10	Total Cyanide (Solid)			\$	\$
37	200	Hexavalent Chromium	3500 Cr 11	0.005 mg/L	\$ 20	\$ 4000
37A	10	Hexavalent Chromium Alt. Method			\$	\$
37B	10	Hexavalent Chromium (Solid)			\$	\$
38	25	Oil-Grease	1664 A	2 mg/L	\$ 60	\$ 1500
38A	10	Oil-Grease Alt. Method			\$	\$
38B	10	Oil-Grease (Solid)			\$	\$
39	100	Chlorophyll A		0.5 ug/L	\$	\$
39A	20	Chlorophyll A Alt. Method			\$	\$
40	25	Color (APHA)	2120 E	5 color units	\$ 25	\$ 625
40A	10	Color (APHA) Alt. Method			\$	\$
41	25	Color (ADMI)	2120 E	10 ADMI value	\$ 40	\$ 1000
41A	10	Color Alt. Method			\$	\$
42	25	Cyanide, Amenable	4500 CN G	0.005 mg/L	\$ 30	\$ 750
42A	10	Cyanide, Amenable Alt. Method			\$	\$
43	25	Cyanide, Free (ASTM)	4500 CN E	0.005 mg/L	\$ 30	\$ 750
43A	10	Cyanide, Free Alt. Method	4500 CN E	-	\$ -	\$ -
44	25	Mineral Acidity	2310 B	1 mg/L	\$ 5	\$ 125
44A	10	Mineral Acidity Alt. Method			\$	\$
45	25	Total Acidity	2310 B	1 mg/L	\$ 5	\$ 125
45A	10	Total Acidity Alt. Method			\$	\$
46	25	Tot Petroleum Hydrocarbons GRO/DRO (8015)	SW 8015 C	0.5 mg/L	\$ 50	\$ 1250
46A	10	Tot Petroleum Hydrocarbons GRO/DRO (8015) (Solid)	SW 8015 C		\$ 50	\$ 500
47	25	Fecal Streptococci		4 cfu/100 mL	\$	\$
47A	10	Fecal Streptococci Alt. Method			\$	\$
47B	10	Fecal Streptococci (Solid)			\$	\$
48	25	Escherichia Coli (Numeric Result)	9223 B	1 cfu/100 mL	\$ 30	\$ 750
48A	10	E. Coli (Numeric Result) Alt. Method			\$	\$
49	100	Enterococci		1 cfu/100 mL	\$	\$
50	20	Iron Bacteria			\$	\$
51	20	Sulfate Reducing Bacteria			\$	\$
52	25	Bicarbonate (Standard Methods)	4500 CO2 D	1 mg/L	\$ 10	\$ 250
52A	10	Bicarbonate Alt. Method			\$	\$
53	25	Ferrous Iron (Standard Methods)		0.05 mg/L	\$ 25	\$ 625
53A	10	Ferrous Iron Alt. Method			\$	\$
54	25	Dissolved Organic Carbon	SM 5310 C	1 mg/L	\$ 50	\$ 1250
54A	10	Dissolved Organic Carbon Alt. Method			\$	\$
55	4000	Aluminum	200.7	0.005 mg/L	\$ 50	\$ 20000
55A	100	Aluminum - Alt. method	200.8		\$ 40	\$ 4000
55B	10	Aluminum (Solid)	SW 6010 C		\$ 10	\$ 100
56	20	Antimony	200.7	0.005 mg/L	\$ 5	\$ 100
56A	10	Antimony Alt. Method	200.8		\$ 40	\$ 400
56B	10	Antimony (Solid)	SW 6010 C		\$ 10	\$ 100
57	20	Arsenic	200.7	0.005 mg/L	\$ 10	\$ 200
57A	10	Arsenic Alt. Method	200.8		\$ 40	\$ 400
57B	10	Arsenic (Solid)	SW 6010 C		\$ 10	\$ 100
58	20	Barium	200.7	0.005 mg/L	\$ 10	\$ 200
58A	10	Barium Alt. Method	200.8		\$ 40	\$ 400
58B	10	Barium (Solid)	SW 6010 C		\$ 10	\$ 100
59	20	Beryllium	200.7	0.00008 mg/L	\$ 5	\$ 100
59A	10	Beryllium Alt. Method	200.8		\$ 40	\$ 400
59B	10	Beryllium (Solid)	SW 6010 C		\$ 10	\$ 100



ITEM NO	EST QUANTITY	DESCRIPTION	Method #	Method Detection Level*	UNIT PRICE	AMOUNT
60	20	Boron	200.7	0.02 mg/L	\$ 10	\$ 200
60A	10	Boron Alt. Method	200.8		\$ 40	\$ 400
60B	10	Boron (Solid)	SW 60100		\$ 10	\$ 100
61	200	Cadmium	200.7	0.00005 mg/L	\$ 5	\$ 1000
61A	20	Cadmium Alt. Method	200.8		\$ 40	\$ 800
61B	10	Cadmium (Solid)	SW 60100		\$ 10	\$ 100
62	500	Calcium	200.7	0.02 mg/L	\$ 5	\$ 2500
62A	20	Calcium Alt. Method	200.8		\$ 40	\$ 800
62B	10	Calcium (Solid)	SW 60100		\$ 10	\$ 100
63	20	Chromium	200.7	0.001 mg/L	\$ 5	\$ 100
63A	10	Chromium Alt. Method	200.8		\$ 40	\$ 400
63B	10	Chromium (Solid)	SW 60100		\$ 10	\$ 100
64	20	Cobalt	200.7	0.001 mg/L	\$ 5	\$ 100
64A	10	Cobalt Alt. Method	200.8		\$ 40	\$ 400
64B	10	Cobalt (Solid)	SW 60100		\$ 10	\$ 100
65	200	Copper	200.7	0.001 mg/L	\$ 5	\$ 1000
65A	20	Copper Alt. Method	200.8		\$ 40	\$ 800
65B	10	Copper (Solid)	SW 60100		\$ 10	\$ 100
66	3000	Iron	200.7	0.01 mg/L	\$ 5	\$ 15000
66A	100	Iron Alt. Method	200.8		\$ 40	\$ 4000
66B	10	Iron (Solid)	SW 60100		\$ 10	\$ 100
67	200	Lead	200.8	0.00054 mg/L	\$ 40	\$ 8000
67A	10	Lead Alt. Method	200.8		\$ 5	\$ 50
67B	10	Lead (Solid)	SW 60100		\$ 10	\$ 100
68	500	Magnesium	200.7	0.05 mg/L	\$ 5	\$ 2500
68A	20	Magnesium Alt. Method	200.8		\$ 40	\$ 800
68B	10	Magnesium (Solid)	SW 60100		\$ 10	\$ 100
69	3000	Manganese	200.7	0.005 mg/L	\$ 5	\$ 15000
69A	100	Manganese Alt. Method	200.8		\$ 40	\$ 4000
69B	10	Manganese (Solid)	SW 60100		\$ 10	\$ 100
70	200	Mercury	3112 B	0.0001 mg/L	\$ 50	\$ 10000
70A	200	Mercury / Method 1631E	1631 E	0.5 ng/L	\$ 50	\$ 10000
70B	10	Mercury (Solid)	245.1		\$ 50	\$ 500
71	20	Molybdenum	200.7	0.005 mg/L	\$ 5	\$ 100
71A	10	Molybdenum Alt. Method	200.8		\$ 40	\$ 400
71B	10	Molybdenum (Solid)	SW 60100		\$ 10	\$ 100
72	200	Nickel	200.7	0.005 mg/L	\$ 5	\$ 1000
72A	20	Nickel Alt. Method	200.8		\$ 40	\$ 800
72B	10	Nickel (Solid)	SW 60100		\$ 10	\$ 100
73	500	Potassium	200.7	0.05 mg/L	\$ 5	\$ 2500
73A	20	Potassium Alt. Method	200.8		\$ 40	\$ 800
73B	10	Potassium (Solid)	SW 60100		\$ 10	\$ 100
74	500	Selenium	200.7	0.001 mg/L	\$ 10	\$ 5000
74A	20	Selenium Alt. Method	200.8		\$ 40	\$ 800
74B	10	Selenium (Solid)	SW 60100		\$ 10	\$ 100
75	200	Silver	200.8	0.000072 mg/L	\$ 40	\$ 8000
75A	20	Silver Alt. Method	200.7		\$ 5	\$ 100
75B	10	Silver	SW 60100		\$ 10	\$ 100
76	500	Sodium	200.7	0.05 mg/L	\$ 5	\$ 2500
76A	20	Sodium Alt. Method	200.8		\$ 40	\$ 800
76B	10	Sodium (Solid)	SW 60100		\$ 10	\$ 100
77	200	Strontium	200.7	0.001 mg/L	\$ 5	\$ 1000
77A	20	Strontium Alt. Method	200.8		\$ 40	\$ 800
78	20	Thallium	SW 60100	0.001 mg/L	\$ 10	\$ 200



ITEM NO.	EST QUANTITY	DESCRIPTION	Method #	Method Detection Level*	UNIT PRICE	AMOUNT
78A	10	Thallium Alt. Method	200.8		\$ 40	\$ 400
78B	10	Thallium (Solid)	SW 6010C		\$ 10	\$ 100
79	20	Tin	200.7	0.02 mg/L	\$ 10	\$ 200
79A	10	Tin Alt. Method	200.6		\$ 40	\$ 400
79B	10	Tin (Solid)	SW 6010C		\$ 10	\$ 100
80	20	Vanadium	200.7	0.005 mg/L	\$ 10	\$ 200
80A	10	Vanadium Alt. Method	200.8		\$ 40	\$ 400
80B	10	Vanadium (Solid)	SW 6010C		\$ 10	\$ 100
81	200	Zinc	200.7	0.002 mg/L	\$ 10	\$ 2000
81A	20	Zinc Alt. Method	200.8		\$ 40	\$ 800
81B	10	Zinc (Solid)	SW 6010C		\$ 10	\$ 100
82	200	Metals Prep Cost	200.7		\$ 10	\$ 2000
82A	10	Metals Prep Cost (Solid)	SW 3050B		\$ 15	\$ 150
83	20	Gross Alpha	EPA 900		\$ 40	\$ 800
84	20	Gross Beta	EPA 900		\$ 40	\$ 800
85	20	Ra-226	EPA 903.1		\$ 100	\$ 2000
86	20	Ra-228	EPA Ra-05		\$ 100	\$ 2000
87	20	Total Uranium	EPA 908		\$ 100	\$ 2000
88	20	Sr-89	EPA 905		\$ 100	\$ 2000
89	20	Sr-90	EPA 905		\$ 100	\$ 2000
90	20	Tritium (H3)			\$ 60	\$ 1200
91	20	Gamma (Cs-137)			\$ 140	\$ 2800
92	20	Radon			\$ 50	\$ 1000

#### Toxicity Testing - Freshwater Organisms

##### Acute:

93	25	Ceriodaphnia	EPA 1002.0	\$ 900	\$ 22500
94	10	Daphnia Pulex / D. magna	EPA 2000	\$ 1500	\$ 15000
95	25	Pimephales promelas	EPA 1000.0	\$ 900	\$ 22500
<b>Chronic:</b>					
96	25	Ceriodaphnia	EPA 1002.0	\$ 1000	\$ 25000
97	25	Pimephales promelas (Survival & Growth)	EPA 1000.0	\$ 1200	\$ 30000

98	200	Analysis of entire "Phase I Parameters" for landfills See Appendix A for list.		\$ 1100	\$ 220,000
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99	10	Professional staff representation of data in legal/administrative setting per hour		\$ 200	\$ 2000
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#### Collection of samples - costs associated with sample pickup from the following locations:

100	24	Charleston Office, 601 57th St., SE, Charleston, WV 25304		\$ 200	\$ 4800
101	24	Teays Office, P.O. Box 662, Teays, WV 25596		\$ 200	\$ 4800
102	24	Fairmont Office, 2031 Pleasant Valley Rd., Fairmont, WV 26554		\$ 200	\$ 4800
103	24	Romney Office, 11C 63, Box 2545, Romney, WV 26757		\$ 200	\$ 4800
104	24	French Creek Office, P.O. Box 38, French Creek, WV 26218		\$ 200	\$ 4800

ITEM NO	EST QUANTITY	DESCRIPTION	Method #	Method Detection Level*	UNIT PRICE	AMOUNT
105	24	Wheeling Office, 131A Peninsula St., Wheeling, WV 26003			\$ 50	\$ 1200
106	24	Parkersburg Office, 2311 Ohio Ave., Parkersburg, WV 26010			\$ 50	\$ 1200
107	24	Oak Hill Office, 116 Industrial Dr., Oak Hill, WV 25901			\$ 200	\$ 4800
108	24	Logan Office, 1101 George Kostas Dr. Logan, 25601			\$ 200	\$ 4800
109	24	Philippi Office, 105 S Railroad St. Philippi WV 26416			\$ 200	\$ 4800
110	24	Welch Office, 311 Court St. Welch 24801			\$ 200	\$ 4800
111	5000	Other locations as Cost Per Mile to pickup site			\$ 200	\$ 4800
112	10	24 Hour Turn-Around Rush Orders**			200	%
113	10	48 Hour Turn-Around Rush Orders**			175	%
114	10	72 Hour Turn Around Rush Orders**			150	%
<b>TOTAL</b>						\$ 979765.00

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

\* For Alternate test methods (and methods for which no MDL is listed), list your current method detection limit for each method

\*\*During emergency situations samples may be requested on a quicker turn-around basis. Enter percent increase over standard turn-around time.

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: Industrial Hub Analysis Signed: Bomanian

Date: 01-20-12 Title: Sec-Treasurer

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

RFQ No. \_\_\_\_\_

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: INDUSTRIAL LAB ANALYSIS INC.

Authorized Signature: B. Manian Date: 01-23-12

State of West Virginia

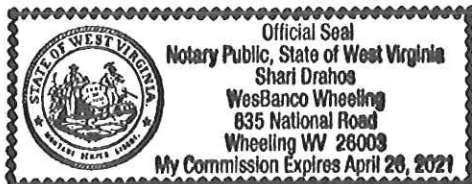
County of Ohio, to-wit:

Taken, subscribed, and sworn to before me this 23 day of January, 2012.

My Commission expires April 26, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC Shari Drahos





**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.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) 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).