



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

Solicitation

NUMBER
DEP16364

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER
304-558-2316

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

Bio-Chem Testing
 5 Weatheridge Drive
 State Route 34
 Hurricane, WV 25526

SHIP TO

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

DATE PRINTED
11/18/2013

BID OPENING DATE: 12/12/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		961-48		
GENERAL ANALYSIS OF WATER AND SOIL FIELD TESTING						
THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION IS SOLICITING BIDS FROM QUALIFIED VENDORS FOR AN "OPEN END CONTRACT" TO PROVIDE THE AGENCY WITH PACKAGE ORGANIC ANALYSIS OF WATER AND SOIL PER THE ATTACHED SPECIFICATIONS AND BID SCHEDULE.						
***** THIS IS THE END OF RFQ DEP16364 ***** TOTAL:						<u>\$25,860</u>

RECEIVED
 2013 DEC 12 PM 12:59
 WV PURCHASING DIVISION

SIGNATURE	TITLE	FEIN	TELEPHONE	DATE
	President	55-0732395	304-757-8954	12-12-2013

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

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: 12/03/2013

Submit Questions to: Frank Whittaker

2019 Washington Street, East

Charleston, WV 25305

Fax: 304-558-4115

Email: frank.m.whittaker@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID
 BUYER: Bio-Chem Testing, Inc.
 SOLICITATION NO.: DEP 16364
 BID OPENING DATE: 12-12-2013
 BID OPENING TIME: 1:30PM
 FAX NUMBER: 304-757-899676

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: 12/12/2013 at 1:30 pm

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on award

and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to two (2) successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.

- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- Other:** See attached.
4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:
 - Commercial General Liability Insurance:** or more.
 - Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

- 9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 10. ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount
for

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. [RESERVED]

39. **CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

40. **DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. **LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired

by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered

by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information

to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304)558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

REQUEST FOR QUOTATION
DEP16364
Quick Reference Lab Package Contract for LUST Sites

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of The West Virginia Department of Environmental Protection to establish an open end contract for Quick Reference Lab Package Organic Analysis for Leaking Underground Storage Tank Sites (LUST).

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Attachment A and section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Services”** means performing analysis on samples provided by DEP.
 - 2.2 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
 - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as DEP16364

3. **QUALIFICATIONS:** Vendor shall have the following minimum qualifications:
 - 3.1. Should have a laboratory located in West Virginia for the maximum utilization by DEP personnel.
 - 3.2. Must have a chemist on staff experienced in organic water/soil analysis and its interpretation. The chemist must have at least a bachelor’s degree and two (2) years of experience in gas chromatography & mass spectrometry. **Must send credentials resume list with bid.**
 - 3.3. The laboratory must be certified by the Water Resources Quality Assurance Program. This includes any laboratories to which analyses are subcontracted. **Must submit proof of certification preferably with bid, but must be sent prior to award.**
 - 3.4. Must be accessible by telephone **24 hours per day, 7 days per week.**

REQUEST FOR QUOTATION
DEP16364
Quick Reference Lab Package Contract for LUST Sites

4. MANDATORY REQUIREMENTS:

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

- 4.1.1 The vendor must follow the Quality Control and Analytical Procedures outlined in Attachment A.
- 4.1.2 The vendors, who are awarded a contract, when performing work under the terms and conditions of this contract, are solely responsible for the satisfactory completion of the work. The prime vendor shall be responsible for ensuring that any subcontractor has all the necessary permits, certifications (including WV State Laboratory certifications), experience and insurance to perform the work. All subcontractors must be approved by DEP before subcontractor initiates work. The primary contractor shall supply resumes and/or other documents to prove subcontractor's qualifications. 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.
- 4.1.3 The vendor agrees that any and all data, analyses, materials, reports or other information, oral or written, prepared by the vendor with respect to this requisition shall, except for information which has been publicly available, be treated as confidential and shall not be utilized, released, published, or disclosed, by the vendor at any time for any purpose whatsoever other than to provide consultation or other service to the DEP
- 4.1.4 All analytical data submitted to DEP must be reported in MDLs, not PQLs.
- 4.1.5 The vendor shall provide sample containers and field preservatives to the DEP at no charge, if requested by the DEP.

REQUEST FOR QUOTATION
DEP16364
Quick Reference Lab Package Contract for LUST Sites

- 4.1.6 The DEP may, at their discretion, choose to deliver to the vendor's establishment rather than having them picked up by or delivered to the vendor.
- 4.1.7 If samples are to be shipped to the vendor by mail courier, then the vendor shall supply all shipping containers, labels and shall cover all costs of shipping from the sample location or from any DEP office.
- 4.1.8 All unit pricing quoted must be based on standard (not to exceed two weeks) turn-around time.
- 4.1.9 Upon awarding the contract, the vendor shall provide one copy to the method detection limits (MDLs) for all analytes for which the contract is awarded. Any updates to the MDLs during the life of this contract shall be provided to the DEP, in writing, within one week of the update(s) completion.
- 4.1.10 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.
- 4.1.11 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 the DEP, in writing, within ten (10) days of the time of status change.
- 4.1.12 The laboratory will provide blank water to the DEP, at no charge, upon request.
- 4.1.13 Should MDLs lower than those listed on the contract be available, the vendor shall provide these lower detection levels when conducting analyses.

REQUEST FOR QUOTATION
DEP16364
Quick Reference Lab Package Contract for LUST Sites

5. CONTRACT AWARD:

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

5.2 Pricing Page: Vendor should complete the Pricing Page by filling in the "Unit Price" box with the price per unit. The "Amount" box is filled in by multiplying the "Unit Price" with the "Quantity". Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

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

REQUEST FOR QUOTATION
DEP16364
Quick Reference Lab Package Contract for LUST Sites

9. VENDOR DEFAULT:

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

9.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

9.1.2. Failure to comply with other specifications and requirements contained herein.

9.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

9.1.4. Failure to remedy deficient performance upon request.

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

9.2.1. Cancellation of the Contract.

9.2.2. Cancellation of one or more release orders issued under this Contract.

9.2.3. Any other remedies available in law or equity.

10. MISCELLANEOUS:

10.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Mukesh Shah
Telephone Number: 304-757-8954
Fax Number: 304-757-9676
Email Address: 1170@biochemtesting.com

Attachment A
Quality Control and Analytical Procedures

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 processes, as they relate to the vendor's responsibility, are divided into four (4) major steps:

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

Step 1 – Collection of Samples from Specified Office

The sampling for the DEP shall be conducted by Department personnel. The vendor shall be notified of the date sampling occurs /is to occur and from which DEP office the sample can be obtained. The vendor shall be notified when the sample was taken (time/date) and the person who collected the sample. The vendor shall be responsible for obtaining the sample from the specified office and delivery of sample to the laboratory within 24 hours from the time of sampling. The vendor shall indicate the time the sample was obtained from the specified office and its condition and the time the sample was delivered to the laboratory. The vendor shall be responsible for holding times, preservation of the sample and the internal chain of custody from the time the vendor obtained the sample until the time the analysis is accepted by the Department. The vendor shall also maintain records of the results of analysis for a minimum of five (5) years. If samples are to be shipped to the vendor by mail courier, then the vendor shall supply all shipping containers, labels and shall cover all costs of shipping from the sample location or from any WV/DEP office.

Step 2 - Conduct Specified Analysis on Samples

The methods used by the laboratory for the analysis shall be either 1) Methods described in 40 CFR-136 for organic analysis and Standard Methods for the Examination of Water and Waste Water, current edition, but must be an approved method per 40 CFR Part 36 or 2) Test Methods for Evaluating Solid Waste - Physical/Chemical Methods (SW-846) Third Edition, with updates. The sampler shall be responsible for specifying either 1 or 2 above, and in the event the method is not specified, Method 1 shall be used.

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

Attachment A
Quality Control and Analytical Procedures

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

Step 3 - Quality Control

Three programs are to be utilized to assure reliable laboratory data: (1) the use and documentation of standard analytical methods, (2) analysis of duplicate and spiked (where the concept applies) samples at regular intervals each day to check analytical precision and accuracy, and (3) analysis of reference samples 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.

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

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

To check the laboratory analytical precision, duplicate analysis of samples shall be performed at regular intervals. Duplicate samples must be carried through the complete analytical process. For all analyses, the interval shall be every tenth (10th) sample. When less than ten (10) samples are tested in one day, at least one duplicate sample shall be analyzed, and that sample must be a DEP sample. The difference between the replicates for each analysis are to be plotted on Shewart precision quality control charts. "Out-of -Control" samples are to be repeated and appropriate steps shall be taken to locate and remedy the error.

To check the laboratory analytical accuracy, samples containing a known addition of the target analyte (spike) shall be analyzed at regular intervals. Spiked samples must be carried through the complete analytical process. For all analyses, the interval shall be every tenth (10th) sample.

Attachment A Quality Control and Analytical Procedures

Where less than ten samples are tested in one day, at least one spiked sample shall be analyzed, and that sample must be a DEP sample. The percent recovery must be plotted out on Shewart accuracy quality control charts. "Out of Control" samples are to be repeated and appropriate steps taken to locate and remedy the source of error.

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

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

Practical Quantitation Limits

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

Step 4 - Legal Testimony

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

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

At no time will the firm respond to questions concerning interpretation of results. The Department shall reimburse the vendor for the costs of any such testimony. The vendor must provide a detailed invoice of actual costs incurred.

Attachment A
Quality Control and Analytical Procedures

Quality Control Deliverables

Level I Contents

Laboratory Analysis Reports
Chain of Custody Form

Level II Contents

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

Level III Contents, Organic

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

Attachment A
Quality Control and Analytical Procedures

Level IV (Inorganic/Metals)

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

Mukesh Shah
Laboratory Manager/President

Experience

May 1975 to April 1989

Technical Testing, Inc.

- BOD5,
- Chemical Oxygen Demand
- Specific Conductance
- TSS, TDS, TS, %Solids
- Phenolics
- Fecal Coliform, Total Coliform
- Acidity, Alkalinity, Hardness
- Nutrient, Ammonia, TKN, Organic Nitrogen
- Metals by AA Flame, AA Furnace
- Mercury by Cold Vapor Technique using Mercury Analyzer
- Quality Control
- Supervision of 8 Technicians
- Over seeing production

April 1989 to March 1995

SGS Environmental, Commercial Testing & Engineering

- Supervision of 11 Technicians
- Wet Chemistry, Physical Characteristics (as described above)
- Metals analysis by ICP, AA Furnace, AA Flame, Mercury Analyzer
- Over seeing production

March 1995 to date

Bio-Chem Testing, Inc.

- Operation over all laboratory including but not limited to:
 1. Purchasing
 2. Business development
 3. Hiring new employees
 4. Management

Education

**West Virginia Institute of Technology; Graduate, BS in Chemistry 1975,
Montgomery, WV**

Bio-Chem Testing, Inc.
5 Weatheridge Drive,
Hurricane, WV 25526
304-757-8954

John R. Troost

EDUCATION

- University of New Orleans, Graduate Studies, Analytical Chemistry, 1976-1979
- University of South Florida, B.S. in Chemistry, 1974
- St. Petersburg Junior College, A.A., 1972

EMPLOYMENT HISTORY

- ProChem Analytical 2005 - Present
- American Analytical and Technical Services (AATS) 1996 - 2003
- Southern Petroleum Laboratories (SPL) 1991 - 1996; 2003 - 2005
- Environmental Industrial Research Associates (EIRA) 1986 - 1991
- CompuChem Laboratories 1980 - 1984
- Gulf South Research Institute (GSRI) 1976 - 1980; 1984 - 1986

EXPERIENCE

Mr. Troost began his professional career in 1976 as a Mass Spectroscopist with Gulf South Research Institute in New Orleans. His responsibilities included managing environmental analysis research projects for the U.S. EPA and U.S. Geological Survey, supervising the Gas Chromatography/Mass Spectrometry (GC/MS) Laboratory, training laboratory personnel, and maintaining four (4) Hewlett Packard quadrupole GC/MS systems. Contributions included the introduction and adaptation of capillary columns to analytical protocol; design, construction, and refinement of a purge and trap apparatus for the routine characterization of trace organics in water; development of a derivatization method to assess intractable pollutants of the pulp and paper industry; the rapid and economical characterization of coal, plastic and other non-volatile material using pyrolysis techniques; and an EPA sponsored GC/MS assessment of commercial capillary columns for chlorinated dibenzo-p-dioxin isomer separation and analysis performance.

In 1980, Mr. Troost joined CompuChem Laboratories (then Mead CompuChem) in Research Triangle Park, North Carolina as Shift Supervisor, GC/MS Laboratory and soon assumed the responsibilities of Assistant Manager, GC/MS Laboratory. He oversaw the operation and performance maintenance of initially five (5) instruments in 1980 to seventeen (17) instruments by 1984. His duties included the supervision of GC/MS operators and spectroscopists; the application and adaptation of analytical protocols, including the USEPA Contract Laboratory Program (CLP); product, production, and software development; and overall quality control.

Mr. Troost returned to Louisiana and Gulf South Research Institute in 1984 as Senior Chemist for the Analytical Chemistry Department. He was charged with the daily operation of the chromatography laboratory, for pesticide fraction analysis in support of the institute's participation in the USEPA CLP and for special GC, HPLC, and GC/MS research projects.

JOHN R. TROOST

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Joining Environmental Industrial Research Associates of New Orleans (St. Rose), Louisiana in 1986 as Manager, Analytical Services, Mr. Troost was responsible for upgrading analytical services and equipment; hiring and training personnel; and for the design and construction of a new, much larger facility; directing the laboratory staff, and managing a twelve (12) fold growth of this full service environmental testing business.

In July 1987, Mr. Troost accepted the position of Vice President, Analytical Services and in August of 1988, he was promoted to Vice President, General Manager of Operations with responsibility for a laboratory operation and staff of forty-eight (48) professionals.

In December 1991, Mr. Troost joined Southern Petroleum Laboratories as Manager of the New Orleans area facility and was charged with the upgrade and development of client and analytical services and business expansion. In December of 1992, following a fire in a larger sister laboratory, SPL's Louisiana operations were combined into one new facility in Lafayette, LA. Mr. Troost assumed the role of Corporate Organics Manager serving to modernize a seven (7) instrument GC/MS operation in the Corporate Headquarters in Houston and to establish a new three (3) instrument GC/MS operation in Lafayette. In December of 1994, Mr. Troost was charged with the responsibility of Laboratory Director of the Lafayette full service environmental and hydrocarbon-testing laboratory, which had grown to a staff of seventy-five (75) with annual revenues in excess of \$6 MM.

In April 1996, Mr. Troost joined Southwest Laboratory of Oklahoma (SWOK), 1700 Albany, Broken Arrow, Oklahoma as a Consultant. He was charged with the development and refinement of procedures to enhance production of SWOK's pesticides analysis facility to maximize profitability of active USEPA CLP and other federal and commercial contracts and programs. Reduced time of analysis, cost of consumables, and downtime; eliminated sources of contamination; developed an extract clean-up method; trained analysts and lobbied government agencies for method modifications.

In April 1997, Mr. Troost transferred to American Analytical & Technical Services (AATS), (an SWOK Affiliate), Baton Rouge, Louisiana, again, as a consultant. He served as Manager of semivolatile and volatile gas chromatographic/mass spectrometric (GC/MS) analysis and sample preparatory facilities in support of USEPA CLP contracts and commercial environmental analyses.

In April 1998, Mr. Troost was retained as **Organics** Program Manager for American Analytical & Technical with responsibilities for training and supervision of semivolatile and GC/MS and sample preparatory analysts and technicians. Management of USEPA CLP organics contracts, maintenance of facilities and equipment, quality control, information management and software development, method development, productivity enhancement, cost reduction and expansion of services.

JOHN R. TROOST

[Page 3 of 3]

In October 2004 following the sale of AATS to Pace Analytical, Mr. Troost returned to Southern Petroleum Laboratories as Organics Manager with responsibilities for training and supervision of thirty-six volatile and semivolatile GC, HPLC and GC/MS personnel and sample preparatory

analysts and technicians. He has been charged with the management of organics contracts, maintenance of facilities and equipment, quality control, information management and software development, method development, productivity enhancement, cost reduction and the expansion of services.

Since October 2005, Mr. Troost has been serving as Technical Director for ProChem Analytical, a commercial environmental laboratory in Elliston, Va. He is charged with the daily operation of the organics departments, employee training, method development, maintenance of equipment and facilities as well as expansion of services. Contributions include the addition of herbicide, haloacetic acid and other analyses by GC/MS to service offerings, automation of data reporting, overall upgrade of services and operational efficiency.

Mr. Troost has given a number of seminars on environmental analysis subjects and mass spectrometry and has served as a lecturer for the Tulane University Graduate School of Public Health and Tropical Medicine and as a consultant to the Republic of China's (Taiwan) newly formed Environmental Protection Agency. He has nearly fifteen (15) years of experience with the USEPA Contract Laboratory Program at five different participating laboratories.

Three U.S. patents: No. 5,529,612 entitled "Method and System for Removing Volatile Organics from Landfill Gas", No. 5,611,844 entitled "Method for Sampling and Analyzing Landfill Gas" and No. 5,650,560 entitled "Method and Apparatus for Analyzing Gases Containing Volatile Organic Compounds by Use of Tetraglyme" are issued to Mr. Troost. A fourth patent is pending regarding an automated procedure for extracting organics from water.

PUBLICATIONS

- "Evaluation of Commercially Available Capillary Columns and Chromatographic Conditions for the Analysis of Specific Tetrachlorodibenzo-p-dioxin Isomers", B.M. Hughes, J.R. Troost, J.F. Ryan, A.E. Dupuy, presented at the American Society for Mass Spectrometry (ASMS) 28th Conference on Mass Spectrometry and Allied Topics, May 1980.
- "Pyrolysis (GC)²/MS as a Coal Characterization Technique", B.M. Hughes, J.E. Gebhart, J. Troost, R. Liotta, presented at the 181st National Meeting of the American Chemical Society, April 1981.
- "Chemists and Environmental Protection", Guest Editorial, John R. Troost, Environmental Laboratory, Oct/Nov 1990.
- "Gas Chromatographic/Mass Spectrometric Calibration Bias", J.R. Troost, E.Y. Olavesen, Analytical Chemistry, [Vol 68, p.708-711], Nov 16, 1996.
- "An Air to Water Bridge: Air Sampling and Analysis using Tetraglyme", J.R. Troost, Analytical Chemistry, [Vol 71, p.708-711], Nov 16, 1999.

Cecilia Markovich

Summit 11/25

• mmark@core.com

Chemist

OBJECTIVE: Seeking a challenging position in a chemical or environmental laboratory.

EXPERIENCE: American Analytical Laboratories, Akron OH. 1994-present

Chemist

- Responsible for development and implementation of the Air Monitoring Group using NIOSH methods at AAL and analysis of air samples for metals
- Testing wastewater, soil, and TCLP samples using ICP, GFAA, Frame AA and Hg analyzer
- Responsible for QA/QC, timely analysis of customer samples according to the EPA protocol and analysis procedure development

American Environmental Labs, Bedford, OH 1993-1994

Chemist

- Responsible for analysis of wastewater, TCLP and other organic compounds according to EPA protocol using GC and GC/MS.

Latvian EPA, Riga, Latvia 1979-1993

Group Leader/ Senior Chemist/Chemist

- Analysis of pesticides, herbicides in water and metals in air
- Production of reports and development of procedures
- Practical and theoretical work on water, air and precipitation pollution such as phosphate, nitrite, nitrate, ammonium, detergents, sulfate, chlorine, metals, pesticides, herbicides, etc.
- Developed new gas-chromatographic methods for analysis of pesticides and herbicides in water
- Analysis of surface water and soil for metals

SKILLS: Flame atomic absorption. Inductively coupled plasma (ICP)
Gas chromatography. General laboratory support instrumentation

CERTIFICATIONS:

- OHIO EPA for drinking water analysis.
- Voluntary Action Program (VAP) for ICP, GFAA, Frame AA analysis of water and soil for metals.
- AIHA accreditation in air analysis for metals

EDUCATION: • Leeman Labs - Specialized Training Program
in ICP Operations and Applications, Lowell, MA

02/07/95

• Latvian State University
BS in chemistry. Major: analytical chemistry

1971-1977

REFERENCES: Available upon request

Organics Analyst

Name: Maria Sims

Education: BS - Environmental Management
University of Findlay
Findlay, OH

Experience: 13 years as Environmental Sample Analyst for Summit Environmental Technologies, Inc. specializing in GC and GC/MS Volatile and Semi-Volatile analyses.

Training: 40 hour OSHA HAZWOPER training plus refresher courses.

Qualifications: Ohio EPA Certified Drinking Water Analyst.

MASTER FILE

Attachment I



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7-26-13

JWS

WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER AND WASTE MANAGEMENT

List of Certified Parameters
for

BIO-CHEM TESTING, INC.
TEAYS, WEST VIRGINIA

PARAMETERS CERTIFIED

NONPOTABLE WATER INORGANIC NONMETALS

<u>ANALYTE</u>	<u>METHOD</u>	<u>TECHNOLOGY</u>
Acidity, Hot	SM2310 B(4a)-97	Titrimetric
Alkalinity	SM2320 B-97	Titrimetric
Ammonia	HACH 8038	Spectrophotometric
Ammonia	SM4500-NH3 B-97	Distillation
Ammonia	SM4500-NH3 C-97	Titrimetric
Bromide	EPA300.0 Rev 2.1-1993	IC
Carbon, Total Organic (TOC)	SM5310 C-00	Oxidation
Chloride	EPA300.0 Rev 2.1-1993	IC
Chloride	SM4500-Cl C-97	Titrimetric
Chlorine, Residual	HACH 8167	Spectrophotometric
Color	SM2120 B-01	Visual Comparison
Color	SM2120 E-01	Spectrophotometric
Conductance, Specific	EPA120.1 Rev 1982	Probe
Cyanide, Total	SM4500-CN C-99	Distillation
Cyanide, Total	SM4500-CN E-99	Spectrophotometric
Cyanide, Weak Acid Dissociable	SM4500-CN E-99	Spectrophotometric
Cyanide, Weak Acid Dissociable	SM4500-CN I-99	Distillation
Fluoride	EPA300.0 Rev 2.1-1993	IC
Hardness, Calcium	SM2340 B-97	Calculation
Hardness, Total	SM2340 B-97	Calculation
Hardness, Total	SM2340 C-97	Titrimetric
Nitrate	EPA300.0 Rev 2.1-1993	IC
Nitrate	EPA353.2 Rev 2.0-1993	Calculation
Nitrate-Nitrite	EPA300.0 Rev 2.1-1993	Calculation
Nitrate-Nitrite	EPA353.2 Rev 2.0-1993	Spectrophotometric
Nitrite	EPA300.0 Rev 2.1-1993	IC
Nitrite	EPA353.2 Rev 2.0-1993	Spectrophotometric
Nitrogen, Total Kjeldahl (TKN)	HACH 8038	Spectrophotometric
Nitrogen, Total Kjeldahl (TKN)	SM4500-NH3 B-97	Distillation
Nitrogen, Total Kjeldahl (TKN)	SM4500-NH3 C-97	Titrimetric
Nitrogen, Total Kjeldahl (TKN)	SM4500-Norg B-97	Digestion
Oil & Grease	EPA1664 A	Gravimetric
Oxygen Demand, Biochemical (BOD)	SMS210 B-01	Probe

<u>ANALYTE</u>	<u>METHOD</u>	<u>TECHNOLOGY</u>
Oxygen Demand, Carbonaceous Biochemical (CBOD)	SM5210 B-01	Probe
Oxygen Demand, Chemical (COD)	HACH 8000	Spectrophotometric
Oxygen, Dissolved	SM4500-O B-01	Probe
pH (Hydrogen Ion)	SM4500-H B-00	Electrode
Phenolics, Total	EPA420.1 Rev 1978	Spectrophotometric
Phosphorus, Ortho	SM4500-P E-99	Spectrophotometric
Phosphorus, Total	EPA365.1 Rev 2.0-1993	Spectrophotometric
Phosphorus, Total	SM4500-P B(5)-99	Digestion
Phosphorus, Total	SM4500-P E-99	Spectrophotometric
Solids, Dissolved	SM2540 C-97	Gravimetric
Solids, Settleable	SM2540 F-97	Imhoff
Solids, Suspended	SM2540 D-97	Gravimetric
Solids, Total	SM2540 B-97	Gravimetric
Solids, Volatile	EPA160.4	Gravimetric
Sulfate	EPA300.0 Rev 2.1-1993	IC
Temperature	SM2550 B-00	Thermometric
Turbidity	EPA180.1 Rev 2.0-1993	Turbidimetric

NONPOTABLE WATER TRACE METALS

<u>METAL</u>	<u>METHOD</u>	<u>TECHNOLOGY</u>
Aluminum	EPA200.7 Rev 4.4-1994	ICP
Aluminum	EPA200.8 Rev 5.4-1994	ICP-MS
Aluminum	SW6010B	ICP
Aluminum	SW6020	ICP-MS
Antimony	EPA200.7 Rev 4.4-1994	ICP
Antimony	EPA200.8 Rev 5.4-1994	ICP-MS
Antimony	SM3113 B-04	GFAA
Antimony	SW6010B	ICP
Antimony	SW6020	ICP-MS
Arsenic	EPA200.7 Rev 4.4-1994	ICP
Arsenic	EPA200.8 Rev 5.4-1994	ICP-MS
Arsenic	SM3113 B-04	GFAA
Arsenic	SW6010B	ICP
Arsenic	SW6020	ICP-MS
Barium	EPA200.7 Rev 4.4-1994	ICP
Barium	EPA200.8 Rev 5.4-1994	ICP-MS
Barium	SW6010B	ICP
Barium	SW6020	ICP-MS
Beryllium	EPA200.7 Rev 4.4-1994	ICP
Beryllium	EPA200.8 Rev 5.4-1994	ICP-MS
Beryllium	SW6010B	ICP
Beryllium	SW6020	ICP-MS
Boron	EPA200.7 Rev 4.4-1994	ICP
Boron	SW6010B	ICP
Cadmium	EPA200.7 Rev 4.4-1994	ICP
Cadmium	EPA200.8 Rev 5.4-1994	ICP-MS
Cadmium	SM3113 B-04	GFAA
Cadmium	SW6010B	ICP
Cadmium	SW6020	ICP-MS

<u>METAL</u>	<u>METHOD</u>	<u>TECHNOLOGY</u>
Calcium	EPA200.7 Rev 4.4-1994	ICP
Calcium	SW6010B	ICP
Chromium	EPA200.7 Rev 4.4-1994	ICP
Chromium	EPA200.8 Rev 5.4-1994	ICP-MS
Chromium	SW6010B	ICP
Chromium	SW6020	ICP-MS
Chromium, Hexavalent	SM3500 Cr B-09	Spectrophotometric
Cobalt	EPA200.7 Rev 4.4-1994	ICP
Cobalt	EPA200.8 Rev 5.4-1994	ICP-MS
Cobalt	SW6010B	ICP
Cobalt	SW6020	ICP-MS
Copper	EPA200.7 Rev 4.4-1994	ICP
Copper	EPA200.8 Rev 5.4-1994	ICP-MS
Copper	SM3113 B-04	GFAA
Copper	SW6010B	ICP
Copper	SW6020	ICP-MS
Iron	EPA200.7 Rev 4.4-1994	ICP
Iron	SW6010B	ICP
Iron, Ferrous	SM19th3500-Fe D(4.c)	Calculation
Lead	EPA200.7 Rev 4.4-1994	ICP
Lead	EPA200.8 Rev 5.4-1994	ICP-MS
Lead	SM3113 B-04	GFAA
Lead	SW6010B	ICP
Lead	SW6020	ICP-MS
Magnesium	EPA200.7 Rev 4.4-1994	ICP
Magnesium	SW6010B	ICP
Manganese	EPA200.7 Rev 4.4-1994	ICP
Manganese	EPA200.8 Rev 5.4-1994	ICP-MS
Manganese	SW6010B	ICP
Manganese	SW6020	ICP-MS
Mercury	EPA245.1 Rev 3.0-1994	CVAA
Mercury	SW7470A	CVAA
Metals, Dissolved	EPA200.7 Rev 4.4-1994	Filtration
Metals, Dissolved	EPA200.8 Rev 5.4-1994	Filtration
Metals, Total	EPA200.7 Rev 4.4-1994	Digestion
Metals, Total	EPA200.8 Rev 5.4-1994	Digestion
Metals, Total	SM3030 E-97	Digestion
Metals, Total	SM3030 F-97	Digestion
Molybdenum	EPA200.7 Rev 4.4-1994	ICP
Molybdenum	EPA200.8 Rev 5.4-1994	ICP-MS
Molybdenum	SW6010B	ICP
Molybdenum	SW6020	ICP-MS
Nickel	EPA200.7 Rev 4.4-1994	ICP
Nickel	EPA200.8 Rev 5.4-1994	ICP-MS
Nickel	SW6010B	ICP
Nickel	SW6020	ICP-MS
Potassium	EPA200.7 Rev 4.4-1994	ICP
Potassium	SW6010B	ICP
Selenium	EPA200.7 Rev 4.4-1994	ICP
Selenium	EPA200.8 Rev 5.4-1994	ICP-MS
Selenium	SM3113 B-04	GFAA

<u>METAL</u>	<u>METHOD</u>	<u>TECHNOLOGY</u>
Selenium	SM3114 C-97 (Modified)	HGAF
Selenium	SW6010B	ICP
Selenium	SW6020	ICP-MS
Silica	EPA200.7 Rev 4.4-1994	Calculation
Silica	SW6010B	Calculation
Silicon	EPA200.7 Rev 4.4-1994	ICP
Silicon	SW6010B	ICP
Silver	EPA200.7 Rev 4.4-1994	ICP
Silver	EPA200.8 Rev 5.4-1994	ICP-MS
Silver	SM3113 B-04	GFAA
Silver	SW6010B	ICP
Silver	SW6020	ICP-MS
Sodium	EPA200.7 Rev 4.4-1994	ICP
Sodium	SW6010B	ICP
Strontium	EPA200.7 Rev 4.4-1994	ICP
Strontium	SW6010B	ICP
Thallium	EPA200.7 Rev 4.4-1994	ICP
Thallium	EPA200.8 Rev 5.4-1994	ICP-MS
Thallium	EPA279.2 (1978)	GFAA
Thallium	SW6010B	ICP
Thallium	SW6020	ICP-MS
Tin	EPA200.7 Rev 4.4-1994	ICP
Tin	SW6010B	ICP
Titanium	EPA200.7 Rev 4.4-1994	ICP
Titanium	SW6010B	ICP
Vanadium	EPA200.7 Rev 4.4-1994	ICP
Vanadium	EPA200.8 Rev 5.4-1994	ICP-MS
Vanadium	SW6010B	ICP
Vanadium	SW6020	ICP-MS
Zinc	EPA200.7 Rev 4.4-1994	ICP
Zinc	EPA200.8 Rev 5.4-1994	ICP-MS
Zinc	SW6010B	ICP
Zinc	SW6020	ICP-MS

NONPOTABLE WATER MICROBIOLOGY

<u>GROUP</u>	<u>METHOD</u>	<u>TECHNOLOGY</u>
Coliform, Fecal (MF)	SM9222 D-97	Membrane Filter
Coliform, Fecal (MPN)	SM9221 E-06	Multiple Tube
Coliform, Total (MF)	SM9222 B-97	Membrane Filter
E. Coli (MF)	HACH 10029	Membrane Filter
Streptococci, Fecal (MF)	SM9230 C-07	Membrane Filter

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<u>GROUP</u>	<u>METHOD</u>	<u>TECHNOLOGY</u>
Acute - Fathead Minnow	EPA821-R-02-012 2000.0	Acute

HAZARDOUS WASTE CHARACTERISTICS

<u>PROCEDURE</u>	<u>METHOD</u>	<u>TECHNOLOGY</u>
Corrosivity	SW9040C	Electrode
Paint Filter Test	SW9095B	Gravimetric
SPLP- Metals	SW1312	Extraction
TCLP- Metals	SW1311	Extraction

SOLID AND CHEMICAL INORGANIC NONMETALS

<u>ANALYTE</u>	<u>METHOD</u>	<u>TECHNOLOGY</u>
Ammonia	HACH 8038	Spectrophotometric
Ammonia	SM4500-NH3 B-97	Distillation
Ammonia	SM4500-NH3 C-97	Titrimetric
Chloride	EPA300.0 Rev 2.1-1993	IC
Chloride	SM4500-Cl C-97	Titrimetric
Cyanide, Total	SM4500-CN C-99	Distillation
Cyanide, Total	SM4500-CN E-99	Spectrophotometric
Fluoride	EPA300.0 Rev 2.1-1993	IC
Nitrate	EPA300.0 Rev 2.1-1993	IC
Nitrate	EPA353.2 Rev 2.0-1993	Calculation
Nitrate-Nitrite	EPA300.0 Rev 2.1-1993	IC
Nitrate-Nitrite	EPA353.2 Rev 2.0-1993	Spectrophotometric
Nitrite	EPA300.0 Rev 2.1-1993	IC
Nitrite	EPA353.2 Rev 2.0-1993	Spectrophotometric
Nitrogen, Total Kjeldahl (TKN)	HACH 8038	Spectrophotometric
Nitrogen, Total Kjeldahl (TKN)	SM4500-NH3 B-97	Spectrophotometric
Nitrogen, Total Kjeldahl (TKN)	SM4500-NH3 C-97	Distillation
Nitrogen, Total Kjeldahl (TKN)	SM4500-Norg B-97	Titrimetric
pH (Hydrogen Ion)	SW9045C	Digestion
Phosphorus, Total	EPA365.1 Rev 2.0-1993	Electrode
Phosphorus, Total	SM4500-P B(5)-99	Spectrophotometric
Phosphorus, Total	SM4500-P E-99	Digestion
Solids, Total, Fixed, & Volatile	SM2540 G-97	Spectrophotometric
Solids, Volatile	EPA160.4	Gravimetric
Sulfate	EPA300.0 Rev 2.1-1993	Gravimetric
		IC

SOLID AND CHEMICAL TRACE METALS

<u>METAL</u>	<u>METHOD</u>	<u>TECHNOLOGY</u>
Aluminum	SW6010B	ICP
Antimony	SW6010B	ICP
Antimony	SW7010	ICP
Arsenic	SW6010B	GFAA
Arsenic	SW7010	ICP
Barium	SW6010B	GFAA
Beryllium	SW6010B	ICP
Boron	SW6010B	ICP
Cadmium	SW6010B	ICP
Cadmium	SW7010	ICP
Calcium	SW6010B	GFAA
Chromium	SW6010B	ICP
Cobalt	SW6010B	ICP
		ICP

<u>METAL</u>	<u>METHOD</u>	<u>TECHNOLOGY</u>
Copper	SW6010B	ICP
Copper	SW7010	GFAA
Iron	SW6010B	ICP
Lead	SW6010B	ICP
Lead	SW7010	GFAA
Magnesium	SW6010B	ICP
Manganese	SW6010B	ICP
Mercury	EPA245.5	CVAA
Mercury	SW7470A	CVAA
Mercury	SW7471A	CVAA
Metals, Total	SW3050B	Digestion
Molybdenum	SW6010B	ICP
Nickel	SW6010B	ICP
Phosphorus	SW6010B	ICP
Potassium	SW6010B	ICP
Selenium	SW6010B	ICP
Selenium	SW7010	GFAA
Silicon	SW6010B	ICP
Silver	SW6010B	ICP
Silver	SW7010	GFAA
Sodium	SW6010B	ICP
Strontium	SW6010B	ICP
Thallium	SW6010B	ICP
Thallium	SW7010	GFAA
Tin	SW6010B	ICP
Titanium	SW6010B	ICP
Uranium	SW6010B	ICP
Vanadium	SW6010B	ICP
Zinc	SW6010B	ICP

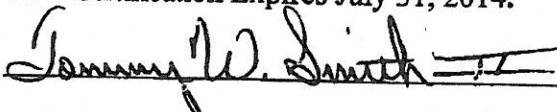
SOLID AND CHEMICAL MICROBIOLOGY

<u>GROUP</u>	<u>METHOD</u>	<u>TECHNOLOGY</u>
Coliform, Fecal (MPN)	EPA-821-R-10-003 (2010)	Multiple Tube
Coliform, Fecal (MPN)	SM9221 E-06	Multiple Tube

This laboratory may test **ONLY** for those environmental parameters listed above for compliance reporting purposes. All testing must be by the test method cited in the current application for certification.

This Certification Expires July 31, 2014.

Certificate No 220



Issued on July 26, 2013

Tommy W. Smith II
Quality Assurance Officer

Attachment I

WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER AND WASTE MANAGEMENT

List of Certified Parameters
for

**SUMMIT ENVIRONMENTAL TECHNOLOGIES,
INCORPORATED
CUYAHOGA FALLS, OHIO**

PARAMETERS CERTIFIED

NONPOTABLE WATER INORGANIC NONMETALS

<u>ANALYTE</u>	<u>METHOD</u>	<u>TECHNOLOGY</u>
Ammonia	SM4500-NH3 B-97	Distillation
Ammonia	SM4500-NH3 F-97	Spectrophotometric
Bromide	EPA300.0 Rev 2.1-1993	IC
Bromide	SW9056	IC
Carbon, Total Organic (TOC)	SM5310 B-11	Combustion
Carbon, Total Organic (TOC)	SM5310 D-00	Oxidation
Chloride	EPA300.0 Rev 2.1-1993	IC
Chloride	SW9056	IC
Fluoride	EPA300.0 Rev 2.1-1993	IC
Fluoride	SW9056	IC
Halides, Total Organic	SW9020B	Titrimetric
Nitrate	EPA300.0 Rev 2.1-1993	IC
Nitrate	SW9056	IC
Nitrate-Nitrite	EPA300.0 Rev 2.1-1993	Calculation
Nitrate-Nitrite	SW9056	Calculation
Nitrite	EPA300.0 Rev 2.1-1993	IC
Nitrite	SW9056	IC
Nitrogen, Total Kjeldahl (TKN)	SM4500-NH3 B-97	Distillation
Nitrogen, Total Kjeldahl (TKN)	SM4500-NH3 C-97	Titrimetric
Nitrogen, Total Kjeldahl (TKN)	SM4500-Norg B-97	Digestion
Oil & Grease	EPA1664 A	Gravimetric
Oxygen Demand, Biochemical (BOD)	SM5210 B-01	Probe
Oxygen Demand, Carbonaceous Biochemical (CBOD)	SM5210 B-01	Probe
Oxygen Demand, Chemical (COD)	SM5220 C-97	Titrimetric
pH (Hydrogen Ion)	SM4500-H B-00	Electrode
pH (Hydrogen Ion)	SW9040C	Electrode
Phenolics, Total	SW9065	Spectrophotometric
Phosphorus, Ortho	EPA300.0 Rev 2.1-1993	IC

<u>ANALYTE</u>	<u>METHOD</u>	<u>TECHNOLOGY</u>
Phosphorus, Ortho	SW9056	IC
Phosphorus, Total	SM4500-P B(5)-99	Digestion
Phosphorus, Total	SM4500-P E-99	Spectrophotometric
Solids, Dissolved	SM2540 C-97	Gravimetric
Solids, Suspended	SM2540 D-97	Gravimetric
Solids, Total	SM2540 B-97	Gravimetric
Sulfate	EPA300.0 Rev 2.1-1993	IC
Sulfate	SW9056	IC
Surfactants (MBAS)	SM20th5540 C	Spectrophotometric

NONPOTABLE WATER TRACE METALS

<u>METAL</u>	<u>METHOD</u>	<u>TECHNOLOGY</u>
Aluminum	EPA200.7 Rev 4.4-1994	ICP
Antimony	EPA200.7 Rev 4.4-1994	ICP
Arsenic	EPA200.7 Rev 4.4-1994	ICP
Barium	EPA200.7 Rev 4.4-1994	ICP
Beryllium	EPA200.7 Rev 4.4-1994	ICP
Cadmium	EPA200.7 Rev 4.4-1994	ICP
Chromium	EPA200.7 Rev 4.4-1994	ICP
Chromium, Hexavalent	SW3060A	Digestion
Cobalt	EPA200.7 Rev 4.4-1994	ICP
Copper	EPA200.7 Rev 4.4-1994	ICP
Iron	EPA200.7 Rev 4.4-1994	ICP
Lead	EPA200.7 Rev 4.4-1994	ICP
Magnesium	EPA200.7 Rev 4.4-1994	ICP
Manganese	EPA200.7 Rev 4.4-1994	ICP
Mercury	EPA1631 E	CVAF
Mercury	EPA245.1 Rev 3.0-1994	CVAA
Mercury	SW7470A	CVAA
Metals, Total	EPA200.2	Digestion
Metals, Total	SW3005A	Digestion
Metals, Total	SW3010A	Digestion
Nickel	EPA200.7 Rev 4.4-1994	ICP
Phosphorus	EPA200.7 Rev 4.4-1994	ICP
Selenium	EPA200.7 Rev 4.4-1994	ICP
Silver	EPA200.7 Rev 4.4-1994	ICP
Sodium	EPA200.7 Rev 4.4-1994	ICP
Thallium	EPA200.7 Rev 4.4-1994	ICP
Tin	EPA200.7 Rev 4.4-1994	ICP
Titanium	EPA200.7 Rev 4.4-1994	ICP
Uranium	EPA200.8 Rev 5.4-1994	ICP-MS
Uranium	SW6020	ICP-MS
Uranium	SW6020A	ICP-MS
Vanadium	EPA200.7 Rev 4.4-1994	ICP
Zinc	EPA200.7 Rev 4.4-1994	ICP

NONPOTABLE WATER VOLATILE ORGANIC CHEMICALS

<u>GROUP</u>	<u>METHOD</u>	<u>TECHNOLOGY</u>
Purge & Trap For Aqueous Samples	SW5030B	Extraction
Purgeables	EPA624	GC/MS

NONPOTABLE WATER EXTRACTABLE AND SEMI-VOLATILE ORGANIC CHEMICALS

<u>GROUP</u>	<u>METHOD</u>	<u>TECHNOLOGY</u>
Base/Neutrals & Acids	EPA625	GC/MS
Carbamates	EPA632	HPLC
Chlorinated Herbicides	EPA615	GC
Organochlorine Pesticides & PCBs	EPA608	GC
PCBs Congeners	EPA1668 A	HRGC/HRMS
Separatory Funnel Liquid-Liquid	SW3510C	Extraction

NONPOTABLE WATER DIOXIN AND DIBENZOFURAN

<u>GROUP</u>	<u>METHOD</u>	<u>TECHNOLOGY</u>
Dioxins & Furans (PCDD/F)	EPA1613 B	HRGC/HRMS

NONPOTABLE WATER RADIOCHEMISTRY

<u>GROUP</u>	<u>METHOD</u>	<u>TECHNOLOGY</u>
Gross Alpha	SM7110 C-00	GFPC
Gross Alpha	SW9310	GFPC
Gross Beta	SW9310	GFPC
Radium 226	SW9315	GFPC
Radium 228	SW9320	GFPC

HAZARDOUS WASTE CHARACTERISTICS

<u>PROCEDURE</u>	<u>METHOD</u>	<u>TECHNOLOGY</u>
Corrosivity	SW9040B	Electrode
Corrosivity	SW9045D	Electrode
Ignitability	SW1010	Closed Cup
TCLP- Metals & Organics	SW1311	Extraction

SOLID AND CHEMICAL INORGANIC NONMETALS

<u>ANALYTE</u>	<u>METHOD</u>	<u>TECHNOLOGY</u>
Bromide	SW9056	IC
Chloride	SW9056	IC
Cyanide, Total	SW9010B	Distillation
Cyanide, Total	SW9014	Spectrophotometric
Fluoride	SW9056	IC
Halides, Extractable Organic (EOX)	SW9023	Titrimetric

<u>ANALYTE</u>	<u>METHOD</u>	<u>TECHNOLOGY</u>
Nitrate	SW9056	IC
Nitrate-Nitrite	SW9056	IC
Nitrite	SW9056	IC
Nitrogen, Total Kjeldahl (TKN)	SM4500-NH3 B-97	Distillation
Nitrogen, Total Kjeldahl (TKN)	SM4500-NH3 D-97	ISE
Nitrogen, Total Kjeldahl (TKN)	SM4500-Norg B-97	Digestion
Oil & Grease	EPA1664 A	Gravimetric
Oil & Grease	SW9070	Gravimetric
Oil & Grease	SW9071B	Gravimetric
pH (Hydrogen Ion)	SW9045C	Electrode
Phenolics, Total	SW9065	Spectrophotometric
Phosphorus, Ortho	SW9056	IC
Sulfate	SW9056	IC
Sulfide	SW9030B	Distillation
Sulfide	SW9034A	Titrimetric

SOLID AND CHEMICAL TRACE METALS

<u>METAL</u>	<u>METHOD</u>	<u>TECHNOLOGY</u>
Aluminum	SW6010B	ICP
Antimony	SW6010B	ICP
Arsenic	SW6010B	ICP
Barium	SW6010B	ICP
Cadmium	SW6010B	ICP
Chromium	SW6010B	ICP
Cobalt	SW6010B	ICP
Copper	SW6010B	ICP
Lead	SW6010B	ICP
Mercury	SW7470A	CVAA
Mercury	SW7471A	CVAA
Metals	SW3050B	Digestion
Metals, Total	SW3050B	Digestion
Nickel	SW6010B	ICP
Phosphorus	SW6010B	ICP
Selenium	SW6010B	ICP
Silver	SW6010B	ICP
Tin	SW6010B	ICP
Uranium	EPA200.8 Rev 5.4-1994	ICP-MS
Uranium	SW6020	ICP-MS
Vanadium	SW6010B	ICP
Zinc	SW6010B	ICP

SOLID AND CHEMICAL VOLATILE ORGANIC CHEMICALS

<u>GROUP</u>	<u>METHOD</u>	<u>TECHNOLOGY</u>
Closed System Purge & Trap	SW5035	Extraction
Halogenated & Aromatic Volatiles	SW8021B	GC
Total Petroleum Hydrocarbons (GRO)	SW8015B	GC/FID

<u>GROUP</u>	<u>METHOD</u>	<u>TECHNOLOGY</u>
Volatile Organic Compounds	SW8260B	GC/MS

SOLID AND CHEMICAL EXTRACTABLE AND SEMI-VOLATILE ORGANIC CHEMICALS

<u>GROUP</u>	<u>METHOD</u>	<u>TECHNOLOGY</u>
Chlorinated Herbicides	SW8151A	GC/ECD
Organochlorine Pesticides	SW8081A	GC
Organophosphorus Compounds	SW8141A	GC
PCBs Congeners	EPA1668 A	HRGC/HRMS
Polychlorinated Biphenyls	SW8082	GC
Semivolatile Organic Compounds	SW8270C	GC/MS
Soxhlet	SW3540C	Extraction
Total Petroleum Hydrocarbons (DRO)	SW8015B	GC/FID
Ultrasonic	SW3550C	Extraction
Waste Dilution	SW3580A	Dilution

SOLID AND CHEMICAL DIOXIN AND DIBENZOFURAN

<u>GROUP</u>	<u>METHOD</u>	<u>TECHNOLOGY</u>
Dioxins & Furans (PCDD/F)	SW8290	HRGC/HRMS

SOLID AND CHEMICAL RADIOCHEMISTRY

<u>GROUP</u>	<u>METHOD</u>	<u>TECHNOLOGY</u>
Gross Alpha	SM7110 C-00	GFPC
Gross Alpha	SW9310	GFPC
Gross Beta	SW9310	GFPC
Radium 226	SW9315	GFPC
Radium 228	SW9320	GFPC

This laboratory may test **ONLY** for those environmental parameters listed above for compliance reporting purposes. All testing must be by the test method cited in the current application for certification.

This Certification Expires December 31, 2013.

Certificate No 248

Chris Smith

Issued on January 23, 2013

Chris Smith
Quality Assurance Officer

DEP16364

METHOD SW-846

Quick Package Reference Costs

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	10	8081A Organochlorine Pesticides GC	\$ 90	\$ 900
2	5	8082 PCBs by GC	\$ 48	\$ 240
3	20	8270 PAH by GC/MS	\$ 90	\$ 1800
4	20	8270 PAH (SIM)	\$ 102	\$ 2040
5	30	BTEX 8021B/8260B	\$ 36	\$ 1080
6	30	BTEX (8021B)//MTBE (8021B)	\$ 42	\$ 1260
7	30	BTEX (8021B)/GRO (8015B)	\$ 54	\$ 1620
8	30	BTEX (8021B)/DRO/GRO (8015B)	\$ 90	\$ 2700
9	30	BTEX (8021B)/GRO (8015B)/MTBE (8021B)	\$ 58	\$ 1740
10	30	BTEX (8021B)/DRO/GRO (8015B)/MTBE (8021B)	\$ 93	\$ 2790
11	30	BTEX/MTBE/TBA/EDB/EDC by 8260B (SIM)	\$ 90	\$ 2700
12	10	TPH-ORO (8015B)	\$ 42	\$ 420
13	10	TPH-GRO (8015B)	\$ 30	\$ 300
14	10	TPH-DRO (8015B)	\$ 42	\$ 420
15	10	TPH-GRO/DRO (8015B)	\$ 66	\$ 660
16	20	TPH-GRO/DRO/ORO (8015B)	\$ 72	\$ 1440
17	100	Terra Core Sampling Kit	\$ 14	\$ 1400
18		Collection of Samples from DEP Offices		
18.1	5	*Teays Office, PO Box 662, Teays, WV 25596	\$ 00	\$ 00
18.2	5	*Fairmont Office, 2031 Pleasant Valley Road, Fairmont, WV 26554	\$ 60	\$ 300
18.3	5	*Romney Office, HC 63 Box 2545, Romney, WV 26757	\$ 90	\$ 450
18.4	5	*French Creek Office, P.O. Box 38, French Creek, WV 26218	\$ 90	\$ 450
18.5	5	*Wheeling Office, 131 A Peninsula Street, Wheeling, WV 26003	\$ 90	\$ 450
18.6	5	*Parkersburg Office, 2311 Ohio Ave., Parkersburg, WV 26010	\$ 70	\$ 350
18.7	5	*Oak Hill Office, 254 Industrial Drive, Oak Hill, WV 25901	\$ 70	\$ 350
19	5	24 Hour Turn-Around Rush Order Fee, per sample 100% Surcharge		\$
20	5	48 Hour Turn-Around Rush Order Fee, per sample 70% Surcharge		\$
21	5	72 Hour Turn-Around Rush Order Fee, per sample 50% Surcharge		\$
TOTAL				\$25,860

Quantities listed on the bid schedule are for bid evaluation purposes only and are not a guarantee of quantities to be ordered over the life of the contract. Actual quantities ordered may be more or less than those stated on this schedule.

Company Bio-chem Testing, Inc.

Name: Mukesh Shah

Signature:  Date: 12-12-13

Rev. 07/12

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.

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

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

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) 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: Bio-Chem Testing, Inc.
Date: 12-12-2013

Signed:
Title: President

RFQ No. DEP 16364

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Bio-Chem Testing Inc.

Authorized Signature: [Signature] Date: 12-12-2018

State of WV

County of Putnam, to-wit:

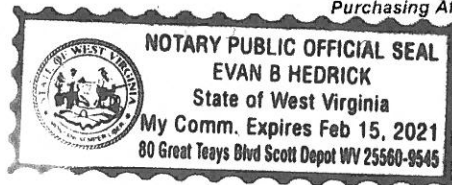
Taken, subscribed, and sworn to before me this 12th day of December, 2018

My Commission expires 2/15/2021, 20

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

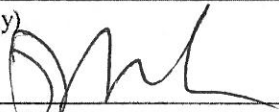
Purchasing Affidavit (Revised 07/01/2012)



CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Bro-Chem Testing, Inc.
(Company)


(Authorized Signature)

Mukesh Shah, President
(Representative Name, Title)

304-757-8954 304-757-9676
(Phone Number) (Fax Number)

12-12-2013
(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DEP16364

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

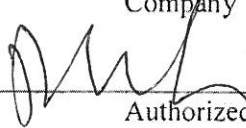
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Bio-Chem Testing, Inc
 Company

 Authorized Signature
12-12-2013
 Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.