



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

State of West Virginia
 Request for Quotation

Proc Folder: 132914

Doc Description: Inorganic Analysis of Water and Soil Open End

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-08-19	2015-10-01 13:30:00	CRFQ 0313 DEP160000011	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Acculab, FNC
 167 Stalling Ave
 Logan, WV 25661
 (304) 752-6798

11/12/15 12:44:51
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Beth Collins
 (304) 558-2157
 beth.a.collins@wv.gov

Signature X

Chris Egan

FEIN #

55-0711201

DATE

9-28-15

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION 601 57TH ST CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Analysis of Soil and Water Samples	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
81102600			

Extended Description :

Analysis of Soil and Water Samples as outlined on the attached bid sheet.
Do not enter prices on commodity line.

DEP160000011	Document Phase Final	Document Description Inorganic Analysis of Water and Soil Open End	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: September 8, 2015 at 5:00 PM, EST

Submit Questions to: Beth A. Collins, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: beth.a.collins@wv.gov

- 5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication 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 submitted electronically through wvOASIS or 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 Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

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

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, 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, if Vendor does not submit its bid through wvOASIS, 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: (This only applies to CRFP)

Technical

Cost

- 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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: October 1, 2015 at 1:30 PM, EST
Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

- 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.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation 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. **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.
13. **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.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, 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 contract award 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.

17. 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.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document 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 or 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. **"Award Document"** 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 contract holder.
 - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 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 contract 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 should be submitted to the Purchasing Division 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 Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed ³⁶ months in total. 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.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery 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.
- Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will 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 Award Document 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 a 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 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 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.

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: In the amount of _____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

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.

Water Resources Quality Assurance Certification

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. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. 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.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

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.

- 12. 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 Award Document, upon receipt.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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 also 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.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. 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.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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>.

- 30. 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. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-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. 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. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information 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.

- 31. 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.
- 32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document 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.

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

34. 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.

35. 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.

- 36. 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.
- 37. 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.
- 38. 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.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an 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.
- 40. 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.

41. 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.

42. 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 heath, 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:
- c. 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

- d. 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.

43. 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
Inorganic Analysis of Water and Soil

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 Inorganic Analysis of water and soil samples.

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 Item” or “Contract Items”** the list of items identified in Section 3.1 below and on the Pricing Pages

 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses

 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

 - 2.4 **“WVDEP”** means the West Virginia Department of Environmental Protection.

3. **GENERAL REQUIREMENTS:**
 - 3.1. **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below:
 - 3.1.1. **Inorganic analysis of water and soil samples.**
 - 3.1.1.1. 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.**

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- 3.1.1.2.** Must be accessible by telephone 24 hours per day, 7 days per week.
- 3.1.1.3.** Must be capable of attending and providing expert testimony in legal proceedings upon request.
- 3.1.1.4** The vendor must follow the Quality Control and Analytical Procedures outlined in Attachment A.
- 3.1.1.5** 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. All work performed by a subcontractor must be appropriately annotated on any submitted documentation (report or EDD). 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.
- 3.1.1.6** 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
- 3.1.1.7** The vendor shall provide sample containers and field preservatives to the DEP at no charge, if requested by the DEP.
- 3.1.1.8** The DEP may, at their discretion, choose to deliver samples to the vendor's establishment rather than having them picked up by or delivered to the vendor.

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- 3.1.1.9** All unit pricing quoted must be based on standard (not to exceed two weeks) turn-around time.
- 3.1.1.10** 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.
- 3.1.1.11** 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 Shewhart quality control charts.
- 3.1.1.12** 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.
- 3.1.1.13** The laboratory will provide DEP approved blank water to the DEP, at no charge, upon request.

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agency with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Item meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages 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 include method number (identifier), MDL, PQL, and cost for each parameter. If Vendor is certified for more than one method per parameter, they should include method number, MDL, PQL, and cost for any additional method per parameter in the "Alt. Method" space on the bid sheet. Bids must be submitted exactly as per attached bid sheet. Vendor should

REQUEST FOR QUOTATION
Inorganic Analysis of Water and Soil

complete the Pricing Page in their entirety as failure to do so may result in Vendor's bid being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume of each item represents the approximate volume of anticipated purchases only. No future use of the Contract of any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address:

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within 10 working days after orders are received. Vendor shall deliver emergency orders within 1 working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B.

REQUEST FOR QUOTATION
Inorganic Analysis of Water and Soil

destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

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

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

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

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

7.1.4 Failure to remedy deficient performance upon request.

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Inorganic Analysis of Water and Soil

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

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

8.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

8.4 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: Karen Huckeby
Telephone Number: (304) 752-6798 ext 105
Fax Number: (304) 752-5933
Email Address: khuckeby@h2olab.net

Attachment A

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 or other location the sample can be obtained. The vendor shall be notified when the sample was taken (time/date) and the person who collected the sample. The vendor shall be responsible for obtaining the sample from the specified 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 pickup location and its condition and the time the sample was delivered to the laboratory. The vendor shall be responsible for adhering to holding times, checking the adequacy of, and maintaining preserved samples, and the internal chain of custody from the time the vendor obtained the sample until the time the analysis is accepted by the Department. The vendor shall also maintain records of the results of analysis for a minimum of five (5) years.

Step 2 - Conduct Specified Analysis on Samples

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

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

Results of analytical tests must be submitted as both an analysis report and as an Electronic Data Deliverable (EDD). Acceptable analysis report formats include either a paper

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hardcopy or electronic version of the report (e.g., pdf). All EDDs should be submitted in a Microsoft Excel (or compatible) format and conform the DEP program approved template. Where provided, the vendor must include all appropriate data fields from the original COC that documents the identity of the sample with the data submitted. This electronic data submittal requirement may be waived in some circumstances where the number of samples and/or number of analytical tests requested is low. Waiver must be requested prior to data submittal.

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

Step 3 - Quality Control

Three programs are to be utilized to assure reliable laboratory data: (1) the use and documentation of standard analytical methods, (2) analysis of duplicate and spiked (where the concept applies) samples at regular intervals each day to check analytical precision and accuracy, and (3) analysis of reference samples a 6 (six) month intervals. These analyses shall be conducted under the vendor's performance test number through an EPS-approved PT provider. Regardless of which analytical methods are used in a laboratory, the methodology must be carefully documented. Analytical 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 legally-defensible results obtained from these procedures rests with the analyst and supervisor, both as representatives of the laboratory.

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 an analytical batch, at least one duplicate sample shall be analyzed, and that sample must be a DEP sample. The difference between the replicates for each analysis is to be plotted on Shewhart precision quality control charts. If the Shewhart chart indicates the samples are not in control, the analyses are to be repeated and appropriate steps shall be taken to locate and remedy the error. Quality control limits used by the laboratory to assess method compliance

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cannot be broader than those specified by the analytical method of 47CSR32 where applicable.

To check the laboratory analytical accuracy, samples containing a known addition of the target analyte (spike) shall be analyzed at regular intervals. Spiked samples must be carried through the complete analytical process. For all analyses, the interval shall be every tenth (10th) sample. Where less than ten samples are tested in an analytical batch, at least one spiked sample shall be analyzed, and that sample must be a DEP sample. The percent recovery must be plotted out on Shewhart accuracy quality control charts. If the Shewhart chart indicates the samples are not in control, the analyses are to be repeated and appropriate steps taken to locate and remedy the source of error. Quality control limits used by the laboratory to assess the method compliance cannot be broader than those specified by the analytical method or 47CSR32 where applicable.

If the analyte of interest is detected in the laboratory Method Blank (MB) or Continuing Calibration Blank (CCB) above the Method Detection Limit (MDL), corrective action is to be taken to identify and alleviate the laboratory contamination and sample analysis is to be repeated. If sample analysis cannot be repeated for any reason including, but not limited to, inadequate remaining sample volume, expired holding time or equipment failure, and the laboratory chooses to report the original analytical data, all sample results associated with the contaminated MB and/or CCB must be qualified in the final report.

If the percent recovery of a known laboratory control standard such as a Laboratory Control Sample (LCS) or Continuing Calibration Verification (CCV) is outside of method-defined control limits (or those defined in 47CSR32 where appropriate) corrective action is to be taken to identify and alleviate the issue and sample analysis is to be repeated. If sample analysis cannot be repeated for any reason including inadequate remaining sample volume, expired holding time of equipment failure and the laboratory chooses to report the analytical data, all sample results associated with the failing quality control must be qualified in the final report.

In addition to the above requirements, all applicable requirements of the analytical methods, 40CFR136, 47CFR32 and the West Virginia DEP's Laboratory Certification program must be adhered to. In the event that any of these requirements are not met, all affected data must be appropriately qualified by the laboratory in the final report. It is the responsibility of the laboratory to provide all necessary information so data usability can be determined by the DEP.

All samples submitted to the laboratory are to be handed, prepared and analyzed in the same manner consistent with the method. Corrective action is to be initiated when a QC check exceeds acceptance limits.

The DEP reserves the right to conduct unannounced examinations of the laboratory's records.

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

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Step 4 - Legal Testimony

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

1. Time of notification by Department of sampling and by whom.
2. When and where samples were received by the laboratory's courier and/or by the laboratory's facility.
3. Condition of sample upon receipt by the laboratory.
4. How sample preservation was maintained by the laboratory.
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

PROGRAM SPECIFIC PROVISIONS

Watershed Assessment Branch of DEP - Electronic Data Deliverable Requirements

Field	Data Type	Description	Notes
AnalyticalLab	Text	The name of the lab providing analysis of the given analyte	Any subcontracted analysis would indicate the subcontracting lab name here
LabNumber	Text	Internal Sample Identifier	e.g., From lab's LIM System
WQ ID	Text	WQ Sample ID from COC	
SampleDateTime	Date/Time	The Date/Time of the sampling event from the COC	
ProjectName	Text	Project Name from the COC	
SiteName	Text	Stream Name from COC	
ANCODE	Text	ANCODE from COC	
MilePoint	Text	Mile Point from COC	This number is in brackets { } following the ANCode on the COC
RandomNumber	Text	Random # from COC	This is only populated if project is designated as RANDOM
Fraction	Text	Fraction of the Analyte	e.g., Total or Dissolved
Analyte	Text	Analyte Name	Report the speciation of the analyte if necessary (e.g., Sulfate as SO4 or Nitrate + Nitrite as N)
Qualifier	Text	Flag Code about the analyte results or analysis	e.g., J flag for result that falls between MDL and PQL; < for result below MDL (i.e., Non-Detect); > for results greater than the result value.
Notes	Text	Notes about the analyte results or analysis (e.g., analyzed out of holding time, estimated results, subcontracted analysis)	
Result	Number, Decimal, 18, 6	The result of the analysis	If the result is a non-detect, report the value of the MDL with a Qualifier of "<"
MDL	Number, Decimal, 18, 6	The Method Detection Limit of the analysis	
PQL	Number, Decimal, 18, 6	The Practical Quantification Limit of the analysis	
Units	Text	The units of the result analysis.	All units should be in mg/L except for Organics, which are reported in ug/L.
Method	Text	The analysis methodology	Standard Methods or EPA Methods. Include full context of method (e.g., EPA200.7Rev4.4-1994)
AnalysisDateTime	Date/Time	The Date/Time of Analysis	

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Agency desired MDLs				
Item #	Description	Method	Detection Limit*	
1	pH		N/A	
2	Hot Acidity		5 mg/l	
3	Alkalinity		5 mg/L	
4	Hardness		1 mg/L	
5	Specific Conductance		3 uS/cm ²	
6	Sulfate		5 mg/L	
7	Sulfide		1 mg/L	
8	Turbidity		1 NTU (higher OK if highly turbid)	
9	Bromide		0.05 mg/L	
10	Chloride		1 mg/L	
11	Fluoride		0.2 mg/L	
12	Fecal Coliform (MF)		4 col/100 mL	
13	Fecal Coliform (MPN)		4 col/100 mL	
15	Total Solids		1 mg/L	
16	Dissolved Solids (TDS)		5 mg/L	
17	Suspended Solids (TSS)		3 mg/L	
19	Volatile Solids		1 mg/L	
20	Percent Solids		1%	
21	Kjeldahl Nitrogen		0.05 mg/L	
22	Ammonia Nitrogen		0.02 mg/L	
23	Organic Nitrogen		0.5 mg/L	
24	Nitrate-Nitrogen		0.01 mg/L	
25	Nitrite-Nitrogen		0.01 mg/L	
26	Nitrite-Nitrate		0.01 mg/L	
27	Total Phosphorus		0.003 mg/L	
28	Orthophosphate		0.01 mg/L	
29	Total Phosphate		0.01 mg/L	
30	BOD		1 mg/L	
31	BOD-carbonaceous		1 mg/L	
32	COD		0.5 mg/L	
33	TOC		1 mg/L	
34	MBAS		0.05 mg/L	
35	Phenolics		0.01 mg/L	
36	Total Cyanide		0.005 mg/L	
37	Hexavalent Chromium		0.005 mg/L	
37A	Hexavalent Chromium (Alt)		0.000043 mg/L	
37B	Hexavalent Chromium (Solid)		0.017 mg/kg	
38	Oil-Grease		2 mg/L	
39	Chlorophyll A		0.5 mg/L	
40	Color (APHA)		5 color units	
41	Color (ADMI)		10 ADMI value	

Attachment A

42	Cyanide, Amenable	0.005 mg/L		
43	Cyanide, Free (ASTM)	0.005 mg/L		
44	Mineral Acidity	1 mg/L		
45	Total Acidity	1 mg/L		
46	Tot Petroleum Hydrocarbons GRO/DRO (8015)	0.5 mg/L		
47	Fecal Streptococci	4 col/100 mL		
48	Escherichia Coli (Numeric Result)	1 col/100 mL		
52	Bicarbonate (Standard Methods)	1 mg/L		
53	Ferrous Iron (Standard Methods)	0.05 mg/L		
54	Dissolved Organic Carbon	1 mg/L		
55	Aluminum	0.005 mg/L		
56	Antimony	0.005 mg/L		
Item #	Description	Method Detection Limit*		
57	Arsenic	0.005 mg/L		
58	Barium	0.005 mg/L		
59	Beryllium	0.001 mg/L		
60	Boron	0.03 mg/L		
61	Cadmium	0.00009 mg/L		
62	Calcium	0.2 mg/L		
63	Chromium	0.001 mg/L		
64	Cobalt	0.001 mg/L		
65	Copper	0.001 mg/L		
66	Iron	0.01 mg/L		
67	Lead	0.00054 mg/L		
68	Magnesium	0.2 mg/L		
69	Manganese	0.005 mg/L		
70	Mercury	0.0001 mg/L		
71	Molybdenum	0.005 mg/L		
72	Nickel	0.005 mg/L		
73	Potassium	0.5 mg/L		
74	Selenium	0.001 mg/L		
75	Silver	0.0002 mg/L		
76	Sodium	0.5 mg/L		
77	Strontium	0.001 mg/L		
78	Thallium	0.001 mg/L		
79	Tin	0.02 mg/L		
80	Vanadium	0.005 mg/L		
80A	Vanadium (Alt)	0.001 mg/L		
81	Zinc	0.002 mg/L		
70A	Mercury / Method 1631E	0.5 ng/L		
9A	Bromide Alt. Method	0.1 mg/L		

INORGANIC ANALYSIS OF WATER AND SOIL

Liquid Samples & Solids

Item #	Est Quantity	Description	Method #	Method Detection Limit*	Practical Quantitation Limit	Unit Price	Amount
1	4000	pH	SM 4500 H B-11	N/A		\$ 2.00	\$ 8,000.-
1A	10	pH (Solid)				\$	\$
2	4000	Hot Acidity	SM 2310 B(4a) 11	1		\$ 3.00	\$ 12,000.-
2A	1000	Hot Acidity Alt. Method				\$	\$
3	4000	Alkalinity	SM 2320 B-11	1		\$ 3.00	\$ 12,000.-
3A	1000	Alkalinity Alt. Method				\$	\$
4	500	Hardness	SM 2340 B-11	1		\$ 20.00	\$ 10,000.-
4A	100	Hardness Alt. Method				\$	\$
4B	10	Hardness (Solid)				\$	\$
5	1000	Specific Conductance	SM 2510 - B 11	2		\$ 3.00	\$ 3,000.-
5A	500	Specific Conductance Alt. Method				\$	\$
6	4000	Sulfate	SM 4500 SO4 E-11	2		\$ 5.00	\$ 9,000.-
6A	1000	Sulfate Alt. Method				\$	\$
6B	10	Sulfate (Solid)				\$	\$
7	20	Sulfide				\$	\$
7A	10	Sulfide Alt. Method				\$	\$
8	20	Turbidity	SM 2130 B-11	2		\$ 5.00	\$ 100.-
8A	10	Turbidity Alt. Method				\$	\$
9	25	Nitrite-Nitrate Alt. Method				\$	\$
9A	10	Bromide Alt. Method				\$	\$
9B	10	Bromide (Solid)				\$	\$
10	3000	Chloride	HACH 8225	1		\$ 20.00	\$ 60,000.-
10A	100	Chloride Alt. Method				\$	\$
10B	10	Chloride (Solid)				\$	\$
11	25	Fluoride				\$	\$
11A	10	Fluoride Alt. Method				\$	\$
11B	10	Fluoride (Solid)				\$	\$
12	4000	Fecal Coliform (MF)	SM 9222 D-97	4		\$ 25.00	\$ 100,000.-
12A	1000	Fecal Coliform (MF) Alt. Method				\$	\$
13	100	Fecal Coliform (MPN)				\$	\$
13A	50	Fecal Coliform (MPN) Alt. Method				\$	\$
14	20	Total Coliform	SM 9222 B-97	4		\$ 25.00	\$ 100,000.-
15	25	Total Solids				\$	\$
15A	10	Total Solids Alt. Method				\$	\$
15B	10	Total Solids (Solid) CE	SM 2510 C-11	1		CE \$ 25.00	\$
16	3000	Dissolved Solids (TDS)	SM 2540 C-11	1		\$ 10.00	\$ 30,000.-
16A	1000	Dissolved Solids (TDS) Alt. Method				\$	\$
17	4000	Suspended Solids (TSS)	SM 2540 - D-11	1		\$ 8.00	\$ 32,000.-

Item #	Est Quantity	Description	Method #	Method Detection Limit*	Practical Quantitation Limit	Unit Price	Amount
17A	1000	Suspended Solids (TSS) Alt. Method				\$	\$
18	25	Settleable Solids	SM2540 F-11	.5		\$ 15.00	\$ 375.-
18A	10	Settleable Solids Alt. Method				\$	\$
19	25	Volatile Solids				\$	\$
19A	10	Volatile Solids Alt. Method				\$	\$
19B	10	Volatile Solids (Solid)				\$	\$
20	25	Percent Solids				\$	\$
20A	10	Percent Solids Alt. Method				\$	\$
20B	10	Percent Solids (Solid)				\$	\$
21	400	Kjeldahl Nitrogen	SM4500 NH ₃ B-11	1		\$ 35.00	\$ 14,000.-
21A	100	Kjeldahl Nitrogen Alt. Method				\$	\$
21B	10	Kjeldahl Nitrogen (Solid)				\$	\$
21C	10	Kjeldahl Nitrogen Alt. Method (Solid)				\$	\$
22	50	Ammonia Nitrogen	SM4500 NH ₃ B-11	.67		\$ 20.00	\$ 1,000.-
22A	10	Ammonia Nitrogen Alt. Method				\$	\$
22B	10	Ammonia Nitrogen (Solid)				\$	\$
22C	10	Ammonia Nitrogen Alt. Method (Solid)				\$	\$
23	50	Organic Nitrogen				\$	\$
23A	10	Organic Nitrogen Alt. Method				\$	\$
24	50	Nitrate-Nitrogen	SM4500 NO ₃ E-11	.05		\$ 20.00	\$ 1,000.-
24A	10	Nitrate-Nitrogen Alt. Method				\$	\$
25	50	Nitrite-Nitrogen	SM4500 NO ₂ B-11	.05		\$ 20.00	\$ 1,000.-
25A	10	Nitrite-Nitrogen Alt. Method				\$	\$
25B	10	Nitrite-Nitrogen (Solid)				\$	\$
25C	10	Nitrite-Nitrogen Alt. Method (Solid)				\$	\$
26	400	Nitrite-Nitrate				\$	\$
26A	100	Nitrite-Nitrate Alt. Method				\$	\$
26B	10	Nitrite-Nitrate (Solid)				\$	\$
26C	10	Nitrite-Nitrate Alt. Method (Solid)				\$	\$
27	400	Total Phosphorus	HACH 8190	.1		\$ 20.00	\$ 8,000.-
27A	100	Total Phosphorus Alt. Method				\$	\$
27B	10	Total Phosphorus (Solid)				\$	\$
27C	10	Total Phosphorus Alt. Method (Solid)				\$	\$
28	50	Orthophosphate				\$	\$
28A	10	Orthophosphate Alt. Method				\$	\$
29	50	Total Phosphate				\$	\$
29A	10	Total Phosphate Alt. Method				\$	\$
29B	10	Total Phosphate (Solid)				\$	\$
29C	10	Total Phosphate Alt. Method (Solid)				\$	\$
30	25	BOD	SM5210 B-11	1		\$ 30.00	\$ 750.-
30A	10	BOD Alt. Method				\$	\$
31	25	BOD-carbonaceous				\$	\$
31A	10	BOD-carbonaceous Alt. Method				\$	\$
32	25	COD	HACH 8000	3		\$ 30.00	\$ 750.-

Item #	Est Quantity	Description	Method #	Method Detection Limit*	Practical Quantitation Limit	Unit Price	Amount
32A	10	COD Alt. Method				\$	\$
33	25	TOC				\$	\$
33A	10	TOC Alt. Method				\$	\$
34	25	MBAS				\$	\$
34A	10	MBAS Alt. Method				\$	\$
35	25	Phenolics	EPA 420.1 Rev 1/78	10		\$ 45.00	\$ 4,125.00
35A	10	Phenolics Alt. Method				\$	\$
35B	10	Phenolics (Solid)				\$	\$
36	25	Total Cyanide	SM 4500-CN C-99	5		\$ 40.00	\$ 1,000.00
36A	10	Kjeldahl Nitrogen				\$	\$
36B	10	Kjeldahl Nitrogen Alt. Method				\$	\$
37	200	Kjeldahl Nitrogen (Solid)				\$	\$
37A	10	Hexavalent Chromium Alt. Method				\$	\$
37B	10	Hexavalent Chromium				\$	\$
38	25	Oil-Grease	EPA 1664 A	4		\$ 40.00	\$ 1,000.00
38A	10	Oil-Grease Alt. Method				\$	\$
38B	10	Oil-Grease (Solid)				\$	\$
39	100	Chlorophyll A				\$	\$
39A	20	Chlorophyll A Alt. Method				\$	\$
40	25	Color (APHA)				\$	\$
40A	10	Color (APHA) Alt. Method				\$	\$
41	25	Color (ADMI)				\$	\$
41A	10	Color Alt. Method				\$	\$
42	25	Cyanide, Amenable				\$	\$
42A	10	Cyanide, Amenable Alt. Method				\$	\$
43	25	Cyanide, Free (ASTM)				\$	\$
43A	10	Nitrite-Nitrate Alt. Method				\$	\$
44	25	Mineral Acidity				\$	\$
44A	10	Mineral Acidity Alt. Method				\$	\$
45	25	Total Acidity				\$	\$
45A	10	Total Acidity Alt. Method				\$	\$
46	25	Tot Petroleum Hydrocarbons GRO/DRO (8015)				\$	\$
46A	10	Tot Petroleum Hydrocarbons GRO/DRO (8015) Alt. Method				\$	\$
46B	10	Tot Petroleum Hydrocarbons GRO/DRO (8015) (Solid)				\$	\$
47	25	Fecal Streptococci				\$	\$
47A	10	Fecal Streptococci Alt. Method				\$	\$
47B	10	Fecal Streptococci (Solid)				\$	\$
48	25	Escherichia Coli (Numeric Result)				\$	\$
48A	10	E. Coli (Numeric Result) Alt. Method				\$	\$
49	100	Enterococci				\$	\$
50	20	Iron Bacteria				\$	\$
51	20	Sulfate Reducing Bacteria				\$	\$
52	25	Bicarbonate (Standard Methods)				\$	\$
52A	10	Bicarbonate Alt. Method				\$	\$

Item #	Est Quantity	Description	Method #	Method Detection Limit*	Practical Quantitation Limit	Unit Price	Amount
53	25	Ferrous Iron (Standard Methods)				\$	\$
53A	10	Ferrous Iron Alt. Method				\$	\$
54	25	Dissolved Organic Carbon				\$	\$
54A	10	Dissolved Organic Carbon Alt. Method				\$	\$
55	4000	Aluminum	EPA 200.7 Rev 4.4	.020		\$ 8.00	\$ 32,000.-
55A	100	Aluminum - Alt. Method				\$	\$
55B	10	Aluminum (Solid)				\$	\$
56	20	Antimony	SM 3113 B	.001		\$ 8.00	\$ 160.-
56A	10	Antimony Alt. Method				\$	\$
56B	10	Antimony (Solid)				\$	\$
57	20	Arsenic	SM 3113 B	.0005		\$ 8.00	\$ 160.-
57A	10	Arsenic Alt. Method				\$	\$
57B	10	Arsenic (Solid)				\$	\$
58	20	Barium				\$	\$
58A	10	Barium Alt. Method				\$	\$
58B	10	Barium (Solid)				\$	\$
59	20	Beryllium	SM 3113 B	.00007		\$ 8.00	\$ 160.-
59A	10	Beryllium Alt. Method				\$	\$
59B	10	Beryllium (Solid)				\$	\$
60	20	Boron				\$	\$
60A	10	Boron Alt. Method				\$	\$
60B	10	Boron (Solid)				\$	\$
61	200	Cadmium	SM 3113 B	.0001		\$ 8.00	\$ 1,600.-
61A	20	Cadmium Alt. Method				\$	\$
61B	10	Cadmium (Solid)				\$	\$
62	500	Calcium	EPA 200.7 Rev 4.4	.020		\$ 8.00	\$ 4,000.-
62A	20	Calcium Alt. Method				\$	\$
62B	10	Calcium (Solid)				\$	\$
63	20	Chromium	SM 3113 B	.001		\$ 8.00	\$ 160.-
63A	10	Chromium Alt. Method				\$	\$
63B	10	Chromium (Solid)				\$	\$
64	20	Cobalt				\$	\$
64A	10	Cobalt Alt. Method				\$	\$
64B	10	Cobalt (Solid)				\$	\$
65	200	Copper	SM 3113 B	.001		\$ 8.00	\$ 1,600.-
65A	20	Copper Alt. Method				\$	\$
65B	10	Copper (Solid)				\$	\$
66	3000	Iron	EPA 200.7 Rev 4.4	.020		\$ 8.00	\$ 24,000.-
66A	100	Iron Alt. Method				\$	\$
66B	10	Iron (Solid)				\$	\$
67	200	Lead	SM 3113 B	.0005		\$ 8.00	\$ 1,600.-
67A	10	Lead Alt. Method				\$	\$
67B	10	Lead (Solid)				\$	\$
68	500	Magnesium	EPA 200.7 Rev 4.4	.020		\$ 8.00	\$ 4,000.-
68A	20	Magnesium Alt. Method				\$	\$
68B	10	Magnesium (Solid)				\$	\$
69	3000	Manganese	EPA 200.7 Rev 4.4	.020		\$ 8.00	\$ 24,000.-
69A	100	Manganese Alt. Method				\$	\$
69B	10	Manganese (Solid)				\$	\$
70	200	Mercury	EPA 245.7 Rev 4.4	.6 ng/L		\$ 35.00	\$ 7,000.-
70A	200	Mercury / Method 1631E				\$	\$
70B	10	Mercury (Solid)				\$	\$

Item #	Est Quantity	Description	Method #	Method Detection Limit*	Practical Quantitation Limit	Unit Price	Amount
71	20	Molybdenum				\$	\$
71A	10	Molybdenum Alt. Method				\$	\$
71B	10	Molybdenum (Solid)				\$	\$
72	200	Nickel	SM 3113 B	.001		\$ 8.00	\$ 1,600.-
72A	20	Nickel Alt. Method				\$	\$
72B	10	Nickel (Solid)				\$	\$
73	500	Potassium	EPA 200.7 Rev 4.4	6.020		\$ 8.00	\$ 4,000.-
73A	20	Potassium Alt. Method				\$	\$
73B	10	Potassium (Solid)				\$	\$
74	500	Selenium	SM 3113 B	.0007		\$ 8.00	\$ 4,000.-
74A	20	Selenium Alt. Method				\$	\$
74B	10	Selenium (Solid)				\$	\$
75	200	Silver	SM 3113 B	.0005		\$ 8.00	\$ 1,600.-
75A	20	Silver Alt. Method				\$	\$
75B	10	Silver (Solid)				\$	\$
76	500	Sodium	EPA 200.7 Rev 4.4	.020		\$ 8.00	\$ 4,000.-
76A	20	Sodium Alt. Method				\$	\$
76B	10	Sodium (Solid)				\$	\$
77	200	Strontium				\$	\$
77A	20	Strontium Alt. Method				\$	\$
78	20	Thallium	SM 3113 B	.001		\$ 8.00	\$ 160.-
75A	10	Thallium Alt. Method				\$	\$
75B	10	Thallium (Solid)				\$	\$
79	20	Tin				\$	\$
79A	10	Tin Alt. Method				\$	\$
79B	10	Tin (Solid)				\$	\$
80	20	Vanadium				\$	\$
80A	10	Vanadium Alt. Method				\$	\$
80B	10	Vanadium (Solid)				\$	\$
81	200	Zinc	SM 3113 B	.001		\$ 8.00	\$ 1,600.-
81A	20	Zinc Alt. Method				\$	\$
81B	10	Zinc (Solid)				\$	\$
82	200	Metals Prep Cost				\$	\$
82A	10	Metals Prep Cost (Solid)				\$	\$
83	20	Gross Alpha				\$	\$
83A	10	Gross Alpha (Solid)				\$	\$
84	20	Gross Beta				\$	\$
84A	10	Gross Beta (Solid)				\$	\$
85	20	Ra-226				\$	\$
85A	10	Ra-226 (Solid)				\$	\$
86	20	Ra-228				\$	\$
86A	10	Ra-228 (Solid)				\$	\$
87	20	Total Uranium				\$	\$
87A	10	Total Uranium (Solid)				\$	\$
88	20	Sr-89				\$	\$
88A	10	Sr-89 (Solid)				\$	\$
89	20	Sr-90				\$	\$
89A	10	Sr-90 (Solid)				\$	\$
90	20	Tritium (H3)				\$	\$
90A	10	Tritium (H3) (Solid)				\$	\$
91	20	Gamma (Cs-137)				\$	\$
91A	10	Gamma (Cs-137) (Solid)				\$	\$
92	20	Radon				\$	\$
92A	10	Radon (Solid)				\$	\$

Toxicity Testing - Freshwater Organisms					
Item #	Est. Quantity	Description	Method #	Unit Price	Amount
Acute:					
93	25	Ceriodaphnia		\$	\$
94	10	Daphnia Pulex / D. magna		\$	\$
95	25	Pimephales promelas		\$	\$
Chronic:					
96	25	Ceroidaphnia		\$	\$
97	25	Pimephales promelas (Survival & Growth)		\$	\$

Collection of samples - costs associated with sample pickup from the following locations:					
98	24	Bridgeport Office, 101 Cambridge Place, Bridgeport, WV 26330		\$	\$
99	24	Charleston Office, 601 57th Street S.E., Charleston, WV 25304		\$ 100.00	\$
100	24	Fairmont Office, 2031 Pleasant Valley Rd., Fairmont, WV 26554		\$ 200.00	\$
101	24	French Creek Office, P.O. Box 38, French Creek, WV 26218		\$ 250.00	\$
102	24	Logan Office, 1101 George Kostas Dr., Logan, 25601		\$ 25.00	\$
103	24	Oak Hill Office, 116 Industrial Dr., Oak Hill, WV 25901		\$ 150.00	\$
104	24	Parkersburg Office, 2311 Ohio Ave., Parkersburg, WV 26010		\$ 150.00	\$
105	24	Philippi Office, 105 South Railroad Street, Philippi, WV 26416		\$ 250.00	\$
106	24	Romney Office, HC 63, Box 2545, Romney, WV 26757		\$ 300.00	\$
107	24	Teays Office, P.O. Box 662, Teays, WV 25596		\$ 100.00	\$
108	24	Welch Office, 311 Court St., Welch, 24801		\$ 100.00	\$
109	24	Wheeling Office, 131A Peninsula St., Wheeling, WV 26003		\$ 350.00	\$
110	5000	Other locations as Cost Per Mile to pickup site		\$.58	\$
111	10	24 Hour Turn-Around Rush Order fee, per sample		\$ 100.00	\$
112	10	48 Hour Turn-Around Rush Order fee, per sample		\$ 50.00	\$
113	10	72 Hour Turn-Around Rush Order fee, per sample		\$ 25.00	\$
TOTAL					\$

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 may be more or less than those stated on this schedule

Company: Acculab, Inc.
 Name: Chris Ellis
 Signature: Chris Ellis Date: 9-28-15

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, 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, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Acculab, Inc.

(Company)

Chris Ellis Chris Ellis - President

(Authorized Signature) (Representative Name, Title)

(304) 752-6798 (304) 752-5933 9-28-15

(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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.

Acculab, Inc.
Company

Chris Ellis
Authorized Signature

9-28-15
Date

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



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

State of West Virginia
 Request for Quotation

1

Proc Folder: 132914

Doc Description: Addendum 01 Inorganic Analysis of Water and Soil Open End

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-09-30	2015-10-28 13:30:00	CRFQ 0313 DEP1600000011	2

BID RECEIVING LOCATION
 BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR
 Vendor Name, Address and Telephone Number:
 Acculab, Inc.
 167 Stollings Ave
 Logan, WV 25601

FOR INFORMATION CONTACT THE BUYER
 Beth Collins
 (304) 558-2157
 beth.a.collins@wv.gov

Signature X *Chris Eevis* FEIN # 55-0711201 DATE 10-26-15

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

2

Addendum No. 01

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To modify the bid opening date to October 28, 2015 at 1:30PM, EST.
- No other changes.

CRFQ

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 inorganic analysis of water and soil, per the attached specifications.

INVOICE TO:		SHIP TO:	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION 601 57TH ST CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Analysis of Soil and Water Samples	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
81102600			

Extended Description :

Analysis of Soil and Water Samples as outlined on the attached bid sheet.
Do not enter prices on commodity line.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Tech Question Deadline at 5:00 PM, EST	2015-09-08

SOLICITATION NUMBER: CRFQ DEP1600000011
Addendum Number: 01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To modify the bid opening date to October 28, 2015 at 1:30PM, EST.

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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 checked="" 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.

Acculab, Inc.
Company

Chris Eelis
Authorized Signature

10-26 15
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012



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

**State of West Virginia
 Request for Quotation**

Proc Folder: 132914

Doc Description: Addendum 02 Inorganic Analysis of Water and Soil Open End

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-10-27	2015-11-12 13:30:00	CRFQ 0313 DEP1600000011	3

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Beth Collins
 (304) 558-2157
 beth.a.collins@wv.gov

Signature X *Chris Eelen*

FEIN # 55-0711201

DATE 11-11-15

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:**Addendum No. 02**

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To modify the bid opening date to November 12, 2015 at 1:30PM, EST.
2. To provide answers to vendor submitted questions.

No other changes.

Addendum No. 01

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To modify the bid opening date to October 28, 2015 at 1:30PM, EST.

No other changes.

CRFQ

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 inorganic analysis of water and soil, per the attached specifications.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION 601 57TH ST CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Analysis of Soil and Water Samples	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
81102600			

Extended Description :

Analysis of Soil and Water Samples as outlined on the attached bid sheet.
Do not enter prices on commodity line.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Tech Question Deadline at 5:00 PM, EST	2015-09-08

DEP1600000011	Document Phase Final	Document Description Addendum 02 Inorganic Analysis of Water and Soil Open End	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ DEP1600000011

Addendum Number: 02

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To modify the bid opening date to November 12, 2015 at 1:30PM, EST.
2. To provide answers to vendor submitted questions.

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

ATTACHMENT A

CRFQ DEP16*011

1. Q. Will this RFQ be awarded to multiple vendors?

A. Yes.

2. Q. Is the past winning contract and bid amounts available for review?

A. Yes.

3. Q. How often are emergency services required where you would need to call after hours, 24/7, 365 days/year?

A. This happens only occasionally.

4. Q. Is the Internal Chain-of-Custody required to be submitted with the analytical report?

A. The Chain-of-Custody (COC) provided by DEP to the receiving lab should be submitted with the analytical report. COC's generated by the lab for internal use should be available upon request but do not have to be submitted with the analytical report.

5. Q. Can you provide an example of the WV DEP approved EDD?

A. Yes. Upon award of the contract we can provide a copy. An example of the one requested by the Watershed Assessment Branch is in Attachment A of the contract.

6. Q. In the solicitation, Quality Control is listed as a "no additional cost" item. Are Electronic Data Deliverables (EDDS) considered part of this provision?

A. Yes – section 3.1.1.4 says vendor must follow QC and Analytical Procedures in Attachment A. Attachment A, step 2, paragraph 3, says Analytical Tests must be submitted as both in Analysis Report and EDD.

7. Q. Can you please elaborate as to what you are defining as "approved blank water"?

A. Approved Blank Water will depend on the DEP program or office. Some examples are: distilled, deionized, or Type I water as long there are no confirmed contaminants present in the water at detectable levels that would cause lab and field blanks to fail.

8. Q. Would you be more specific as to which containers are expected to be provided to the DEP as part of this contract?

A. DEP usually requires 1 liter cubitainers.

9. Q. Could you please elaborate on the preservatives that will be required? Are you requesting 2 liter bottles of HNO₃ and H₂SO₄ or do you require vials? If you are requiring vials, can you please tell us whether you request glass or plastic, as well as the sizes you will need?

A. Most DEP programs require vials with Nitric Acid in plastic 8 ml and Sulfuric Acid in glass or plastic 8 ml.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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 checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" 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.

Acculab, Inc

Company

Chou Edeu

Authorized Signature

11-11-15

Date

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

Revised 6/8/2012

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 Vendor Preference, if applicable.

- 1. **Application is made for 2.5% 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% 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% 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% 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% 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% 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: Acculab, Inc

Signed: Chris Eelie

Date: 9-28-15

Title: President

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 exceed 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: Acculab, INC

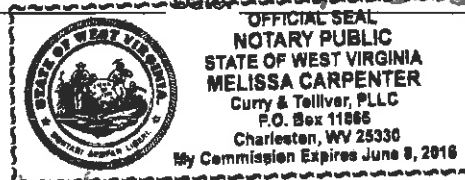
Authorized Signature: Chris Ellis Date: 9-28-15

State of West Virginia

County of L Logan, to-wit:

Taken, subscribed, and sworn to before me this 28th day of September, 2015.

My Commission expires June 8th, 2016



AFFIX SEAL HERE

NOTARY PUBLIC Melissa Carpenter