



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

Request for Quotation

RFQ NUMBER
DEP13876

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF WATER RESOURCES
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/31/2008				

BID OPENING DATE: **08/28/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		493-09		
<p>WATER, WASTE WATER AND SOIL SAMPLE ANALYSIS</p> <p>OPEN END CONTRACT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS TO PROVIDE FOR THE PROCESSING AND IDENTIFICATION OF PERIPHYTON SAMPLES FOR THE DIVISION OF WATER AND WASTE MANAGEMENT, WATERSHED ASSESSMENT BRANCH, PER THE ATTACHED SPECIFICATIONS, TERMS, CONDITIONS AND BID REQUIREMENTS.</p> <p>PLEASE NOTE THERE ARE MANDATORY BID SUBMISSION REQUIREMENTS LISTED UNDER "QUALIFICATIONS" IN THE ATTACHED SPECIFICATIONS. THE QUALIFICATION CRITERIA LISTED IS MANDATORY AND MUST ACCOMPANY THE BID SUBMITTAL IN ORDER FOR THE BID TO BE CONSIDERED FOR AWARD. FAILURE TO INCLUDE THIS INFORMATIN WILL RESULT IN DISQUALIFICATION OF THE VENDOR'S BID.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON THE AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications:
Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130,
Charleston, WV 25305-0130



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<p>WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p>						

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<p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>EXHIBIT 10</p> <p style="text-align: right;">REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p>						

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	NO. 1					
	NO. 2					
	NO. 3					
	NO. 4					
	NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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</p>						

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<p>OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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;</p> <p>OR</p> <p>() 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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS</p>						

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<p>FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p>						

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<p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>RFQ. NO.: DEP13876</p> <p>BID OPENING DATE: 08/28/2008</p> <p>BID OPENING TIME: 1:30 PM</p>						

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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): -----						
***** THIS IS THE END OF RFQ DEP13876 ***** TOTAL:						_____

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CONTRACT SPECIFICATIONS FOR PERIPHYTON SAMPLE PROCESSING AND IDENTIFICATION

AREA OF WORK / BID AWARD

The West Virginia Department of Environmental Protection, Division of Water and Waste Management (DWWM) is seeking bids for the processing and identification of diatoms and soft algae from periphyton samples collected from streams of West Virginia. Personnel from DWWM's Watershed Assessment Section will collect and preserve the samples. There are typically between 250 and 350 samples collected each year that would need processed and identified. As of 6/2008, we have a backlog of around 425 samples, of which, approximately 300 would be shipped upon finalization of contract.

Bids should be submitted by vendors in connection with the costs associated with processing (including cleaning and preparation of slides for diatoms) and identification of diatoms and soft algae from the periphyton samples.

QUALIFICATIONS

The Department of Environmental Protection's (DEP) Division of Water and Waste Management (DWWM) conducts inspections of permitted and non-permitted facilities, investigates complaints, monitors ambient quality of surface water, groundwater and sediments, performs studies, and provides water quality information to the citizens of West Virginia and other government agencies. Legal action based upon identification results is possible. Therefore, the vendor(s) selected must have a quality control program in place and meet the following qualifications:

1. Degreed biologist on staff **who performs the actual identifications**. Must have at least 2 years experience in the identification of algae samples. (Identification of organisms by non-professional personnel is strictly forbidden)
2. Capable of attending and providing expert testimony in legal proceedings, upon request.
3. Experience demonstrating ability to process and identify up to 30 samples per month.

In order to verify the vendor meets the above criteria, the vendor must submit a description of how the project will be managed by the contractor, a summary of experience with sorting and identification of periphyton, a description of how the samples will be processed and identified, and a description of vendor's internal QA/QC procedures.

SCOPE

In administering and enforcing most of the pollution control laws of the state, the importance of quality control cannot be overstated. Quality control measures must be strictly adhered to in all

phases of sample collection, preservation, transportation, and analysis. The quality control and analytical processes, as they relate to the contractor'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 data (Quality Assurance/Quality Control).

STEP 4 - Legal Testimony

Step 1 - Collection of Samples from Specified Office

Collection of periphyton samples shall be conducted by DWWM personnel. Each sample will be a 100 ml graduated container (or similar) with periphyton scraped from 5 rocks mixed with rinse water and preserved with formalin. These will generally be total samples. There will be some split for QA purposes. The vendor will be notified of sample shipment. Costs of sample shipment to the vendor will be borne by the DWWM. Costs to return identified slides and results to the DWWM will be the sole responsibility of the successful bidder(s). The vendor shall be responsible for preservation of the sample and the internal chain of custody from the time the vendor obtains the sample until the time the analysis is accepted by the Division. The vendor shall also maintain records of the results of identification for a minimum of three (3) years.

Step 2 - Conduct Specified Analysis on Samples

Processing and Identification of Periphyton Samples shall be carried out according to the vendor's procedures as defined in response to this request.

Results of identifications shall be submitted to DWWM at a rate of at least 30 samples per month, starting 30 days from the receipt of samples or at an alternate rate that is determined acceptable by DWWM.

Analysis of samples is not deemed completed until the data has been submitted to and accepted by the DWWM. Should the DWWM not provide notice of acceptance within four weeks of the date results were mailed by the vendor, the firm may consider the data to be acceptable by the Division.

Step 3 - Quality Control

Quality control procedures should be well defined and strictly adhered to in all aspects of processing, storage, and identification. Quality control procedures must be submitted as part of this bidding process. Any cost for internal QA/QC procedures should be incorporated into the cost / sample bid.

PRIME VENDOR RESPONSIBILITIES

A vendor, who is awarded a contract, when performing work under the terms and conditions of this contract, is solely responsible for the satisfactory completion of the work. The prime vendor shall be responsible for ensuring that any subcontractors have all the necessary permits, certifications, experience and insurance to perform the work. DWWM 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 DWWM from directly contacting subcontractors.

CONFIDENTIALITY

The vendor agrees that any and all data, analyses, materials, reports or other information, oral or written, prepared by the vendor with respect to this requisition shall, except for information which has been 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 DWWM.

DEP reserves the right to award the contract to the two (2) lowest vendors. The second vendor would receive approximately 10% of the samples and act as a QA/QC.

SPECIFICATIONS FOR PERIPHYTON PROCESSING AND IDENTIFICATION

“Soft” (Non-Diatom) Algae – Relative Abundance and Taxa Richness

Homogenize the sample with a blender. Pipette a subsample into a Palmer counting cell. Permanent mounting techniques can be utilized if preferred. Dilute samples if cells overlap too much for counting. Identify and count 300 algal non-diatom units to the lowest taxonomic level (which should be genus and perhaps species level) at a magnification of at least 400X (higher levels of magnification are permissible). Cell units, of 10 um length, should be counted instead of individual cells for filamentous species (or measure average cells per filament based on average cell length per filament). Individual cells of colonial species should be counted when appropriate. Count live and dead (those with no cell content) diatoms separately, recording only the number of each observed in order to determine live: dead diatom ratio (identification will be done on the cleaned samples). Record numbers of non-diatom algal units on the non-diatom bench sheet that should be similar to the example provided in Appendix A of EPA's *Rapid Bioassessment Protocols for Use in Wadeable Streams and Rivers 1999* (Barbour et. al.) http://www.epa.gov/owow/monitoring/rbp/app_a.html . All undigested samples shall be archived and returned to the WVDEP at the cessation of the contract or upon request.

Calculate Biovolume / Biomass

Biomass should be calculated for the most abundant taxa (> 10% of sample) at minimum, it is fine to include measurements for all taxa. A minimum of 15 measurements (length and width) should be taken for these species. The average measurements are used to calculate the biovolume, which is then converted to biomass, assuming a specific gravity of 1. The biomass of each species is calculated based on the abundance of that species and adjusted for original sample volume.

Diatoms

Clear diatom frustules of organic and intercellular material using either 'Nitric Acid Oxidation' or 'Hydrogen Peroxide / Potassium Dichromate Oxidation'. Prepare slides and identify diatoms at 1000X to the lowest possible taxonomic level, preferably to the species or variety level, using current taxonomic references. Record all taxa encountered on the diatom bench sheet creating a species list prior to enumeration. Scan the slide until several minutes pass without producing any new taxa. For QA/QC reasons, the Contractor shall mark the beginning and end of each transect on each diatom slide using a diamond scribe, and note the length. All slides, split samples and the

digested slurry shall be archived and returned to the WVDEP at the cessation of the contract or upon request. For quantitative data, count a minimum of 600 valves recording taxa and number counted on the diatom bench sheet.

Taxonomic Resolution

Using modern literature, the contractor shall identify soft algae to genus and, if possible species, and the diatoms to the lowest possible level, which should be species and perhaps variety/subspecies. Diatoms shall be counted if they have intact frustules in the field of view. We seek a standardized level of taxonomy across all samples; at the same time we recognize that for some taxa, this goal is not reasonably achievable. These circumstances shall be noted in a comments portion of the data files.

QA/QC analysis

The Contractor shall provide the prepared diatom slides to the WVDEP in groups of approximately 30 samples, which shall include samples that are completely identified, enumerated, error-checked, data entered and verified, and shall be provided to the WVDEP with database output in electronic format. WVDEP will provide a database for this purpose. WVDEP will conduct a QA check on at least three of the first 30 samples. Sixty percent (60%) community similarity (PCS) is the lower limit in order for the Contractor to be paid for all services related to that batch of 30 samples. The Contractor shall continue to process and identify samples while the WVDEP is conducting the QA/QC analyses, unless informed otherwise. Should PCS during QA/QC be found to be between 60% - 100%, the Contractor's analysis results will be accepted and the contractor shall continue to process and identify samples in groups of 30, returning identified organisms and data sheets for each such group upon completion, until all samples have been processed. If at any point WVDEP determines that PCS is below 60%, the WVDEP will inform the Contractor in writing that the batch is not acceptable. The batch will be shipped back to the Contractor at the Contractor's expense for a second opportunity to meet the 60% PCS level within 15 days of receiving the batch. The Contractor shall expeditiously ship all counted algal samples and data sheets (bench sheets in electronic or paper format) from the returned batch to the WVDEP. If the Contractor's PCS level is greater than or equal to 60%, the Contractor shall be informed that the batch is accepted and may continue to process and identify samples with 10% of all samples undergoing QA/QC as previously noted. If the Contractor's PCS remains under 60%, or is again found to be below 60% at any time during the remainder of the contract period,

the WVDEP reserves the right to either ask the Contractor to proceed with trying to reach the 60% PCS level or terminate the contract for default.

Reporting

All taxa, counts, and biomass information should be entered into the database that WVDEP will provide. In addition, the lab will provide copies of all bench sheets generated (either paper or electronic) which includes all site information, including stream name, stream code, stream mile (if provided), date collected, collector's name, taxonomist's name, and date identified. If vendor typically calculates metrics, provide bids both with and without these calculations.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____