



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

Request for Quotation

RFQ NUMBER
DEP15729

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
01/05/2012				

BID OPENING DATE: 01/31/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		961-48		
GENERAL ANALYSIS OF WATER AND SOIL FIELD TESTING THE WEST VIRGINIA PURCHASING DIVISION , FOR THE AGENCY THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING QUOTATIONS FROM QUALIFIED VENDORS TO PROVIDE THE AGENCY WITH GENERAL ANALYSIS OF WATER AND SOIL PER THE FOLLOWING SPECIFICATIONS, SCOPE OF WORK, TERMS & CONDITIONS, BID REQUIREMENTS, AND THE ATTACHED BID SCHEDULE. INQUIRES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH THE CLOSE OF BUSINESS ON TUESDAY, 01/17/2012. QUESTIONS MAY BE SENT VIA: USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, EMAIL QUESTIONS ARE PREFERRED. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER Q&A DEADLINE HAS LAPSED. ADDRESS INQUIRES TO: GUY NISBET DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV. 25305 FAX: 304.558.4115 EMAIL: GUY.L.NISBET@WV.GOV						

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD-----, AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
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.						
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.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						
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						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						

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<p>IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 10</p> <p style="text-align: right;">REQUISITION NO.: DEP15729</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p>						

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ADDENDUM NO.'S: NO. 1 NO. 2 NO. 3 NO. 4 NO. 5 I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING. SIGNATURE COMPANY DATE NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.						

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<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: GN-23</p> <p>RFQ. NO.: DEP15729</p> <p>BID OPENING DATE: 01/31/2012</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p>						

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

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AREA OF WORK

Bids should be submitted by vendors in connection with the costs associated with collection from all Department of Environmental Protection (DEP) offices as listed herein.

Awards will be made to all laboratories possessing a current valid West Virginia DEP Laboratory Quality Assurance certification for the appropriate categories of parameters and meeting the qualifications listed below. Because of the short holding times for certain parameters and the desire to avoid multiple labs analyzing samples from individual sites, work will be distributed based on proximity of lab to sample collection location, overall costs for parameters being requested, and the ability of labs to analyze all requested parameters (i.e., certified for all requested parameters). Costs to pickup samples from DEP personnel will also be taken into consideration.

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

QUALIFICATIONS

The DEP conducts inspections of permitted and non-permitted facilities, investigates complaints, monitors ambient quality of surface water, groundwater and sediments, performs studies, and provides water quality information to the citizens of West Virginia and other government agencies. Legal action based upon analytic results is possible. Therefore, the vendor or vendors selected must have a quality control program in place and meet the following qualifications:

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

SCOPE

In administering and enforcing most of the pollution control laws of the state, the importance of quality control cannot be overstated. Quality control measures must be strictly adhered to in all phases of sample collection, preservation, transportation, and analysis. The quality control and analytical work, as they relate to the contractor's responsibility, is divided into four (4) major steps:

STEP 1 - Collection of sample from specified office.

STEP 2 - Conduct specified analysis on samples in a timely and professional manner.

STEP 3 - Establishment of continuing program to ensure the reliability of analytical data.

STEP 4 - Legal Testimony

Step 1 - Collection of Samples from Specified Office

The sampling for the DEP shall be conducted by Department personnel. The vendor shall be notified of the date sampling occurs or is to occur and from which DEP office or other location the sample can be obtained. The vendor shall be notified when the sample was taken (time/date) for circumstances when holding times for parameters to be analyzed are less than seven (7) days. The vendor shall indicate the time the sample was obtained from the pickup location and its condition and the time the sample was delivered to the laboratory. The vendor shall be responsible for holding times, preservation of the sample and the internal chain of custody from the time the vendor obtained the sample until the time the analysis is accepted by the Department. The vendor shall also maintain records of the results of analysis for a minimum of five (5) years.

Step 2 - Conduct Specified Analysis on Samples

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

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

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

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

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

Step 3 - Quality Control

Three programs are to be utilized to assure reliable laboratory data: (1) the use and documentation of standard analytical methods, (2) analysis of duplicate and spiked (where the concept applies) samples at regular intervals each day to check analytical precision and accuracy, and (3) analysis of reference samples at 6 (six) month intervals*. Regardless of which analytical methods are used in a laboratory, the methodology must be carefully documented. Standard methods which have been modified or entirely replaced because of recent advances in the state of art may only be used when it has been given approval in the Federal Register. Documentation of procedures must be clear, honest, and adequately referenced; and the procedures shall be applied exactly as documented. The responsibility for results obtained from these procedures rests with the analyst and supervisor, both as representatives of the firm.

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

To check the laboratory analytical accuracy, samples containing a known addition of the target analyte (spike) shall be analyzed at regular intervals. Spiked samples must be carried through the complete analytical process. For all analyses, the interval shall be every tenth (10th) sample. Where less than ten samples are tested in one day, at least one spiked sample shall be analyzed, and that sample must be a DEP sample. The percent recovery must be plotted out on Shewart accuracy quality control charts. "Out-of-Control" samples are to be repeated and appropriate steps taken to locate and remedy the source of error. The DEP reserves the right to conduct unannounced examinations of the laboratory's records to assure compliance.

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

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

Step 4 - Legal Testimony

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

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

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

PRIME VENDOR RESPONSIBILITIES

A vendor who is awarded a contract, when performing work under the terms and conditions of this contract, is solely responsible for the satisfactory completion of the work. The vendor shall be responsible for ensuring that any subcontractors have all the necessary permits, certifications (including WV State Laboratory Certification) and insurance to perform the work. DEP will consider the prime vendor to be the sole point of contact with regard to authorized work under the contract, however this provision does not prohibit the DEP from directly contacting subcontractors.

SUBCONTRACTORS

The prime vendor shall not be allowed to subcontract any work or services under this contract to any other person, company, corporation, firm, organization or agency without prior written approval of the DEP. The prime contractor is ultimately responsible for seeing the results submitted electronically and must also provide copies hard or electronic copies of any documentation provided by the subcontractor.

CONFIDENTIALITY

The vendor agrees that any and all data, analyses, materials, reports or other information, oral or written, prepared by the vendor with respect to this requisition shall, except for information which has been made publicly available, be treated as confidential and shall not be utilized, released, published, or disclosed, by the vendor at any time for any purpose whatsoever other than to provide consultation or other service to DEP.

MISCELLANEOUS PROVISIONS

1. The vendor shall provide necessary sample containers and field preservatives to the DEP if requested by the Department.
2. The DEP may, at their discretion, choose to deliver samples to the vendor's establishment rather than having them picked up by or delivered to the vendor.
3. Any updates to the MDLs during the life of this contract shall be provided to the DEP, in writing within one week of the update(s) completion.
4. The vendor shall provide at no additional cost, any requested quality control/calibration information associated with a particular sample. Quality control/calibration information includes but is not limited to: values of standards used in calibration, date of last calibration, correlation coefficients of calibration curves, instrument blank values, check standard values, spike/recovery values, duplicate values, dilution volumes, bench sheets, calculations and Shewart quality control charts.
5. Notice of any changes to the vendor's certification status with regard to any of the parameters that the vendor is certified to analyze for, must be submitted to DEP, in writing, within ten (10) days of the time of status change.
6. The laboratory will provide blank water to the DEP, at no charge, upon request.

Appendix A

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

COMMON NAME ²	CAS RN ³
Acidity	(Total)
Aluminum	(Total) bid as package
Alkalinity	(Total) (Groups A and B combined)
Ammonia Nitrogen	(Total)
Antimony	(Total)
Arsenic	(Total)
Barium	(Total)
Beryllium	(Total)
Bicarbonates	(mg/l)
Boron	(Total)
Cadmium	(Total)
Chlorides	(Total)
Chromium	(Total)
Cobalt	(Total)
COD	(mg/l)
Copper	(Total)
Dissolved Manganese	(Total)
Iron	(Total)
Lead	(Total)
Magnesium	(Total)
Mercury	(Total)
Molybdenum	(Total)
Nickel	(Total)
Nitrate	(Total)
pH	(Std. Units)
Potassium	(Total)
Selenium	(Total)
Silver	(Total)
Sodium	(Total)
Specific Conductance	(umhos/cm)
Sulfate	(Total)
TDS	(mg/l)
Thallium	(Total)
TOC	(mg/l)
Total Phenolic Materials	(Total)
TSS	(Total)
Turbidity	(Total)
Vanadium	(Total)
Zinc	(Total)

In addition to the above, the following parameters should be analyzed:
Temperature, (BOD-5-day), flouride and calcium.

GROUP B: Organic Constituents¹

COMMON NAME ²	CAS RN ³
Acetone	67-64-1
Acrylonitrile	107-13-1
Benzene	71-43-2
Bromochloromethane	74-97-5
Bromodichloromethane	75-27-4
Bromoform; Tribromomethane	75-25-2
Carbon disulfide	75-15-0
Carbon tetrachloride	56-23-5
Chlorobenzene	108-90-7
Chloroethane; Ethyl chloride	75-00-3
Chloroform; Trichloromethane	67-66-3
Dibromochloromethane; Chlorodibromomethane	124-48-1
1,2-Dibromo-3-chloropropane; DBCP	96-12-8
1,2-Dibromoethane; Ethylene dibromide; EDB	106-93-4
o-Dichlorobenzene; 1,2-Dichlorobenzene	95-50-1
p-Dichlorobenzene; 1,4-Dichlorobenzene	106-46-7
trans-1,4-Dichloro-2-butene	110-57-6
1,1-Dichloroethane; Ethylidene chloride	75-34-3
1,2-Dichloroethane; Ethylene dichloride	107-06-2
1,1-Dichloroethylene; 1,1-Dichloroethene; Vinylidene chloride	75-35-4
cis-1,2-Dichloroethylene; cis-1,2-Dichloroethene	156-59-2
trans-1,2-Dichloroethylene; trans-1,2-Dichloroethene	156-60-5
1,2-Dichloropropane; Propylene dichloride	78-87-5
cis-1,3-Dichloropropene	10061-01-5
trans-1,3-Dichloropropene	10061-02-6
Ethylbenzene	100-41-4
2-Hexanone; Methyl butyl ketone	591-78-6
Methyl bromide; Bromomethane	74-83-9
Methyl chloride; Chloromethane	74-87-3
Methylene bromide; Dibromomethane	74-95-3
Methylene chloride; Dichloromethane	75-09-2
Methyl ethyl ketone; MEK; 2-Butanone	78-93-3
Methyl iodide; Iodomethane	74-88-4
4-Methyl-2-pentanone; Methyl isobutyl ketone	108-10-1
Styrene	100-42-5
1,1,1,2-Tetrachloroethane	630-20-6
1,1,2,2-Tetrachloroethane	79-34-5
Tetrachloroethylene; Perchloroethylene	127-18-4
Toluene	108-88-3
1,1,1-Trichloroethane; Methylchloroform	71-55-6
1,1,2-Trichloroethane	79-00-5

Trichloroethylene; Trichloroethene	79-01-6
Trichlorofluoromethane; CFC-II	75-69-4
1,2,3-Trichloropropane	96-18-4
Vinyl acetate	108-05-4
Vinyl chloride	75-01-4
Xylenes	1330-20-7

1. This list contains volatile organics for which possible analytical procedures provided in EPA Report SW-846 "Test Methods for Evaluating Solid Waste", third edition, November 1986, as revised December 1987, includes Method 8260 and 8011; and metals for which SW-846 provides either Method 6010 or a method from the 7000 series of methods.

2. Common names are those widely used in government regulations, scientific publications, and commerce; synonyms exist for many chemicals.

3. Chemical Abstracts Service registry number. Where "Total" is entered, all species in the groundwater that contain this element are included.

ANALYSIS OF WATER AND SOIL

DEP15729

Vendor's Bid Sheet

Vendors Name: _____

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

ITEM NO.	EST. QUANTITY	DESCRIPTION	Method #	Method Detection Level*	UNIT PRICE	AMOUNT
1	4000	pH		N/A	\$	\$
1A	10	pH (Solid)			\$	\$
2	4000	Hot Acidity		5 mg/l	\$	\$
2A	1000	Hot Acidity Alt. Method		*	\$	\$
3	4000	Alkalinity		5 mg/L	\$	\$
3A	1000	Alkalinity Alt. Method			\$	\$
4	500	Hardness		1 mg/L	\$	\$
4A	100	Hardness Alt. Method			\$	\$
4B	10	Hardness (Solid)			\$	\$
5	1000	Specific Conductance		3 uS/cm ²	\$	\$
5A	500	Specific Conductance Alt. Method			\$	\$
6	4000	Sulfate		5 mg/L	\$	\$
6A	1000	Sulfate Alt. Method			\$	\$
6B	10	Sulfate (Solid)			\$	\$
7	20	Sulfide		1 mg/L	\$	\$
7A	10	Sulfide Alt. Method			\$	\$
8	20	Turbidity		1 NTU (higher OK if highly turbid)	\$	\$
8A	10	Turbidity Alt. Method			\$	\$
9	300	Bromide		0.1 mg/L	\$	\$
9A	10	Bromide Alt. Method		1 mg/L	\$	\$
9B	10	Bromide (Solid)			\$	\$
10	3000	Chloride		5 mg/L	\$	\$
10A	100	Chloride Alt. Method			\$	\$
10B	10	Chloride (Solid)			\$	\$
11	25	Fluoride		0.2 mg/L	\$	\$
11A	10	Fluoride Alt. Method			\$	\$
11B	10	Fluoride (Solid)			\$	\$
12	4000	Fecal Coliform (MF)		4 cfu/100 mL	\$	\$
12A	1000	Fecal Coliform (MF) Alt. Method			\$	\$
13	100	Fecal Coliform (MPN)		4 cfu/100 mL	\$	\$
13A	50	Fecal Coliform (MPN) Alt. Method			\$	\$
14	20	Total Coliform			\$	\$
15	25	Total Solids		1 mg/L	\$	\$
15A	10	Total Solids Alt. Method			\$	\$
15B	10	Total Solid (Solid)			\$	\$
16	3000	Dissolved Solids (TDS)		1 mg/L	\$	\$
16A	1000	Dissolved Solids (TDS) Alt. Method			\$	\$
17	4000	Suspended Solids (TSS)		3 mg/L	\$	\$

ITEM NO.	EST. QUANTITY	DESCRIPTION	Method #	Method Detection Level*	UNIT PRICE	AMOUNT
17A	1000	Suspended Solids (TSS) Alt. Method			\$	\$
18	25	Settleable Solids			\$	\$
18A	10	Settleable Solids Alt. Method			\$	\$
19	25	Volatile Solids		1 mg/L	\$	\$
19A	10	Volatile Solids Alt. Method			\$	\$
19B	10	Volatile solid (Solid)			\$	\$
20	25	Percent Solids		1%	\$	\$
20A	10	Percent Solids Alt. Method			\$	\$
20B	10	Percent Solids (Solid)			\$	\$
21	400	Kjeldahl Nitrogen		0.1 mg/L	\$	\$
21A	100	Kjeldahl Nitrogen Alt. Method			\$	\$
21B	10	Kjeldahl Nitrogen (Solid)			\$	\$
21C	10	Kjeldahl Nitrogen Alt. Method (Solid)			\$	\$
22	50	Ammonia Nitrogen		0.1 mg/L	\$	\$
22A	10	Ammonia Nitrogen Alt. Method			\$	\$
22B	10	Ammonia Nitrogen (Solid)			\$	\$
22C	10	Ammonia Nitrogen Alt. Method (Solid)			\$	\$
23	50	Organic Nitrogen		0.5 mg/L	\$	\$
23A	10	Organic Nitrogen Alt. Method			\$	\$
24	50	Nitrate-Nitrogen		0.05 mg/L	\$	\$
24A	10	Nitrate-Nitrogen Alt. Method			\$	\$
25	50	Nitrite-Nitrogen		0.05 mg/L	\$	\$
25A	10	Nitrite-Nitrogen Alt. Method			\$	\$
25B	10	Nitrite-Nitrogen (Solid)			\$	\$
25C	10	Nitrite-Nitrogen Alt. Method (Solid)			\$	\$
26	400	Nitrite-Nitrate		0.05 mg/L	\$	\$
26A	100	Nitrite-Nitrate Alt. Method			\$	\$
26B	10	Nitrite-Nitrate (Solid)			\$	\$
26C	10	Nitrite-Nitrate Alt. Method (Solid)			\$	\$
27	400	Total Phosphorus		0.01 mg/L	\$	\$
27A	100	Total Phosphorus Alt. Method			\$	\$
27B	10	Total Phosphorus (Solid)			\$	\$
27C	10	Total Phosphorus Alt. Method (Solid)			\$	\$
28	50	Orthophosphate		0.01 mg/L	\$	\$
28A	10	Orthophosphate Alt. Method			\$	\$
29	50	Total Phosphate		0.01 mg/L	\$	\$
29A	10	Total Phosphate Alt. Method			\$	\$
29B	10	Total Phosphate (Solid)			\$	\$
29C	10	Total Phosphate Alt. Method (Solid)			\$	\$
30	25	BOD		2 mg/L	\$	\$
30A	10	BOD Alt. Method			\$	\$
31	25	BOD-carbonaceous		2 mg/L	\$	\$
31A	10	BOD-carbonaceous Alt. Method			\$	\$
32	25	COD		0.5 mg/L	\$	\$
32A	10	COD Alt. Method			\$	\$
33	25	TOC		1 mg/L	\$	\$
33A	10	TOC Alt. Method			\$	\$
34	25	MBAS		0.05 mg/L	\$	\$
34A	10	MBAS Alt. Method			\$	\$
35	25	Phenolics		0.01 mg/L	\$	\$
35A	10	Phenolics Alt. Method			\$	\$
35B	10	Phenolics (Solid)			\$	\$
36	25	Total Cyanide		0.005 mg/L	\$	\$
36A	10	Total Cyanide Alt. Method			\$	\$

ITEM NO.	EST. QUANTITY	DESCRIPTION	Method #	Method Detection Level*	UNIT PRICE	AMOUNT
36B	10	Total Cyanide (Solid)			\$	\$
37	200	Hexavalent Chromium		0.005 mg/L	\$	\$
37A	10	Hexavalent Chromium Alt. Method			\$	\$
37B	10	Hexavalent Chromium (Solid)			\$	\$
38	25	Oil-Grease		2 mg/L	\$	\$
38A	10	Oil-Grease Alt. Method			\$	\$
38B	10	Oil-Grease (Solid)			\$	\$
39	100	Chlorophyll A		0.5 ug/L	\$	\$
39A	20	Chlorophyll A Alt. Method			\$	\$
40	25	Color (APHA)		5 color units	\$	\$
40A	10	Color (APHA) Alt. Method			\$	\$
41	25	Color (ADMI)		10 ADMI value	\$	\$
41A	10	Color Alt. Method			\$	\$
42	25	Cyanide, Amenable		0.005 mg/L	\$	\$
42A	10	Cyanide, Amenable Alt. Method			\$	\$
43	25	Cyanide, Free (ASTM)		0.005 mg/L	\$	\$
43A	10	Cyanide, Free Alt. Method			\$	\$
44	25	Mineral Acidity		1 mg/L	\$	\$
44A	10	Mineral Acidity Alt. Method			\$	\$
45	25	Total Acidity		1 mg/L	\$	\$
45A	10	Total Acidity Alt. Method			\$	\$
46	25	Tot Petroleum Hydrocarbons GRO/DRO (8015)		0.5 mg/L	\$	\$
46A	10	Tot Petroleum Hydrocarbons GRO/DRO (8015) (Solid)			\$	\$
47	25	Fecal Streptococci		4 cfu/100 mL	\$	\$
47A	10	Fecal Streptococci Alt. Method			\$	\$
47B	10	Fecal Streptococci (Solid)			\$	\$
48	25	Escherichia Coli (Numeric Result)		1 cfu/100 mL	\$	\$
48A	10	E. Coli (Numeric Result) Alt. Method			\$	\$
49	100	Enterococci		1 cfu/100 mL	\$	\$
50	20	Iron Bacteria			\$	\$
51	20	Sulfate Reducing Bacteria			\$	\$
52	25	Bicarbonate (Standard Methods)		1 mg/L	\$	\$
52A	10	Bicarbonate Alt. Method			\$	\$
53	25	Ferrous Iron (Standard Methods)		0.05 mg/L	\$	\$
53A	10	Ferrous Iron Alt. Method			\$	\$
54	25	Dissolved Organic Carbon		1 mg/L	\$	\$
54A	10	Dissolved Organic Carbon Alt. Method			\$	\$
55	4000	Aluminum		0.005 mg/L	\$	\$
55A	100	Aluminum - Alt. method			\$	\$
55B	10	Aluminum (Solid)			\$	\$
56	20	Antimony		0.005 mg/L	\$	\$
56A	10	Antimony Alt. Method			\$	\$
56B	10	Antimony (Solid)			\$	\$
57	20	Arsenic		0.005 mg/L	\$	\$
57A	10	Arsenic Alt. Method			\$	\$
57B	10	Arsenic (Solid)			\$	\$
58	20	Barium		0.005 mg/L	\$	\$
58A	10	Barium Alt. Method			\$	\$
58B	10	Barium (Solid)			\$	\$
59	20	Beryllium		0.00008 mg/L	\$	\$
59A	10	Beryllium Alt. Method			\$	\$
59B	10	Beryllium (Solid)			\$	\$

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

ITEM NO.	EST. QUANTITY	DESCRIPTION	Method #	Method Detection Level*	UNIT PRICE	AMOUNT
78A	10	Thallium Alt. Method			\$	\$
78B	10	Thallium (Solid)			\$	\$
79	20	Tin		0.02 mg/L	\$	\$
79A	10	Tin Alt. Method			\$	\$
79B	10	Tin (Solid)			\$	\$
80	20	Vanadium		0.005 mg/L	\$	\$
80A	10	Vanadium Alt. Method			\$	\$
80B	10	Vanadium (Solid)			\$	\$
81	200	Zinc		0.002 mg/L	\$	\$
81A	20	Zinc Alt. Method			\$	\$
81B	10	Zinc (Solid)			\$	\$
82	200	Metals Prep Cost			\$	\$
82A	10	Metals Prep Cost (Solid)			\$	\$
83	20	Gross Alpha			\$	\$
84	20	Gross Beta			\$	\$
85	20	Ra-226			\$	\$
86	20	Ra-228			\$	\$
87	20	Total Uranium			\$	\$
88	20	Sr-89			\$	\$
89	20	Sr-90			\$	\$
90	20	Tritium (H3)			\$	\$
91	20	Gamma (Cs-137)			\$	\$
92	20	Radon			\$	\$

Toxicity Testing - Freshwater Organisms

Acute:

93	25	Ceriodaphnia			\$	\$
94	10	Daphnia Pulex / D. magna			\$	\$
95	25	Pimephales promelas			\$	\$
Chronic:						
96	25	Ceriodaphnia			\$	\$
97	25	Pimephales promelas (Survival & Growth)			\$	\$

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

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

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

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

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

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

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:

- _____ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 _____ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 _____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. Application is made for 2.5% resident vendor preference for the reason checked:

- _____ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. Application is made for 2.5% resident vendor preference for the reason checked:

- _____ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

4. Application is made for 5% resident vendor preference for the reason checked:

- _____ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- _____ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- _____ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

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

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____