



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

Solicitation

NUMBER
DEFK13020

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

RFQ COPY
TYPE NAME/ADDRESS HERE

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DIV ENGINEERING & FACILITIES
ARMORY BOARD SECTION

1707 COONSKIN DRIVE
CHARLESTON, WV
25311-1099 304-341-6368

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DATE PRINTED
05/29/2013

BID OPENING DATE: 06/18/2013

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV NATIONAL GUARD, IS SOLICITING BIDS TO PROVIDE OIL/WATER SEPARATOR CLEANING AND DISPOSAL AT LOCATIONS SPECIFIED IN THE ATTACHED SPECIFICATIONS.						
ATTACHMENTS INCLUDE:						
1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS						
2. GENERAL TERMS AND CONDITIONS						
3. DEFK13020 SPECIFICATIONS						
4. CERTIFICATION AND SIGNATURE PAGE						
5. PURCHASING AFFIDAVIT						
6. RESIDENT VENDOR PREFERENCE FORM						
0001	1	JB		890-52		
OIL/WATER SEPARATOR PARKERSBURG, WV						
0002	1	JB		890-52		
OIL/WATER SEPARATOR KENOVA, WV						
0003	1	JB		890-52		
OIL/WATER SEPARATOR ELEANOR FACILITY - RED HOUSE, WV						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0004	1	JB		890-52		
				OIL/WATER SEPARATOR SALEM, WV		
0005	1	JB		890-52		
				OIL/WATER SEPARATOR KINGWOOD, WV (POSSIBLE ALTERNATE)		
***** THIS IS THE END OF RFQ DEFK13020 ***** TOTAL:						

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

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

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:

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

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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.

Question Submission Deadline: June 10, 2013 at 1:30 pm

Submit Questions to:

Tara Lyle, File 32

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304-558-4115

Email: Tara.L.Lyle@wv.gov

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

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

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

SEALED BID

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

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

BID TYPE: ☐ Technical
 ☐ Cost

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

Bid Opening Date and Time:

June 18, 2013 at 1:30 pm

Bid Opening Location:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

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

GENERAL TERMS AND CONDITIONS:

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

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

☐ **Term Contract**

Initial Contract Term: This Contract becomes effective on

and extends for a period of year(s).

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

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

- ☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
- ☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- ☒ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- ☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- ☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- ☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- ☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute 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 issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

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

- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- ☒ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- ☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

☒ **Commercial General Liability Insurance:**
 \$250,000.00 or more.

☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

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

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

<input checked="" type="checkbox"/>	WV Contractor's License
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

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

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

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

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

	for	

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor. Additionally, the HIPAA Privacy, Security, Enforcement & Breach Notification Final Omnibus Rule was published on January 25, 2013. It may be viewed online at <http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf>. Any organization, that qualifies as the Agency's Business Associate, is expected to be in compliance with this Final Rule. For those Business Associates entering into contracts with a HIPAA Covered State Agency between January 25, 2013 and the release of the 2013 WV State Agency Business Associate Agreement, or September 23, 2013 (whichever is earlier), be advised that you will be required to comply with the 2013 WV State Agency Business Associate Agreement. For those Business Associates with contracts with a HIPAA Covered State Agency executed prior to January 25, 2013, be advised that upon renewal or modification, you will be required to comply with the 2013 WV State Agency Business Associate Agreement no later than September 22, 2014.
- 39. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

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

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

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

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

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

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting,

supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

50. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- ☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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

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

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

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

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

such operations, from steel made by the open 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:

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

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

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

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

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

REQUEST FOR QUOTATION
DEFK13020 Oil/Water Separator Cleaning & Disposal Services

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of The West Virginia Army National Guard's Division of Engineering and Facilities Environmental Section to establish a contract for the one time cleaning and disposal of the contents of five (5) oil/water separators (OWS) and associated drop inlets and trench drains at various locations within the state. The contractor is to provide all labor, materials, technical services and support, transportation, loading and unloading of all equipment, regulatory coordination and documentation to properly remove and dispose of the all of the contents as specified herein.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **"Contract Services"** means the one time proper removal and disposal of the contents of the oil/water separators as described herein.
 - 2.2 **"Pricing Page"** means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
 - 2.3 **"RFQ"** means the official request for quotation published by the Purchasing Division and identified as **DEFK13020**.
3. **QUALIFICATIONS:** Vendor shall have the following minimum qualifications:
 - 3.1. The contractor shall have at least one (1) year of experience in the proper removal/disposal of contents of an oil/water separator. **The contractor should provide a list of at least three clients and dates of service for similar type of work with their bid submission.**
 - 3.2. The contractor shall possess a valid WV Contractor's License.
4. **MANDATORY REQUIREMENTS:**
 - 4.1 **Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below for the five (5) locations requiring the removal and disposal of oil/water separator contents as identified in Attachment A.

- 4.1.1 Contract Service Deliverable Location #1- FMS #5 Parkersburg, WV**
Oil/Water Separator Information: One (1) Highland Tank HTC EZ-Access 550 gallon, underground oil/water separator.
Amount of oil in OWS: <1”
Amount of sediment in OWS: 14”
Analytical Results: See Attachment labeled “Analytical Result FMS#5”
Drop Inlet #1: (L/I Rack): Size: 18” x 18” – Amount of Sediment: 2”
Drop Inlet #2: (Wash Pad) Size: 18” x 18” – Amount of Sediment: 14”
Drop Inlet #3: (Secondary Containment Pad) Size: 18” x 18”- Amount of sediment: 4”
Two (2) Trench Drains inside Shop: Size each: 16’-0”L x 4” wide – Amount of sediment: 4”
Four (4) Trench Drains inside Shop: Size each: 2’-0” L x 1’-0” wide – Amount of sediment: 2”
- 4.1.1.1** Contractor must remove the oil/water separator access cover. The cover is secured by bolts that may have become corroded and difficult to remove using hand tools. Contractor is responsible for removing the bolts for access.
- 4.1.1.2** Contractor will adhere to 29 CFR 146 (Permit Required Confined Space Program) when entering the oil/water separator to clean the interior of all residues using a pressure washer or other approved method. Contractor will also remove and clean the petro packs. Contractor may hose off petro packs on the military vehicle wash pad.
- 4.1.1.3** Contractor will dispose of wastewater from the oil/water separator. At the contractor’s option, and with the written approval of the WVANG Project Manager, the water in the oil/water separator may be pumped to a nearby cleanout or an approved pipe before the oil/water separator is cleaned. This will allow for the majority of the water to be removed leaving the sediment and any petroleum on the top. This is NOT applicable to any petroleum or sediment laden water in the oil/water separator. ALL sediment, sediment laden water, and petroleum must be removed and properly disposed.

4.1.1.4 Contractor is responsible for disposal of waste (solid and liquid) per all federal, state, and local regulations. The contractor is responsible for obtaining regulatory approval for the disposal of the sediment/water in the oil/water separators. Contractor will provide the WVANG Program Manager with a Certificate of Disposal.

4.1.2 Contract Services Deliverable Location #2- FMS #7 Kenova, WV

Oil/Water Separator Information: One (1) Highland Tank HTC EZ-Access 550 gallon underground oil/water separator.

Amount of oil in OWS: <1"

Amount of sediment in OWS: 12"

Analytical Result: See Attachment labeled "Analytical Result FMS#7"

Drop Inlet #1: (L/I Rack): Size: 24" x 24" – Amount of sediment: 11"

Drop Inlet #2: (Wash Pad): Size 24" x 24" – Amount of sediment: 11"

Drop Inlet #3: (Secondary Containment Pad): Size: 24" x 24" – Amount of sediment: <1"

Five (5) Trench Drains inside Shop: Size each: 14'-0" L x 12"w – Amount of sediment: 2"

4.1.2.1 Contractor must remove the oil/water separator access cover. The cover is secured by bolts that may have become corroded and difficult to remove using hand tools. Contractor is responsible for removing the bolts for access.

4.1.2.2 Contractor will adhere to 29 CFR 146 (Permit Required Confined Space Program) when entering the oil/water separator to clean the interior of all residues using a pressure washer or other approved method. Contractor will also remove and clean the petro packs. Contractor may hose off petro packs on the military vehicle wash pad.

4.1.2.3 Contractor will dispose of wastewater from the oil/water separator. At the contractor's option, and with the written approval of the WVANG Project Manager, the water in the oil/water separator may be pumped to a nearby cleanout or an approved pipe before the oil/water separator is cleaned. This will allow for the majority of the water to be removed leaving the sediment and any petroleum on the top. This is NOT applicable to any petroleum or

REQUEST FOR QUOTATION
DEFK13020 Oil/Water Separator Cleaning & Disposal Services

sediment laden water in the oil/water separator. ALL sediment, sediment laden water, and petroleum must be removed and properly disposed.

4.1.2.4 Contractor is responsible for disposal of waste (solid and liquid) per all federal, state, and local regulations. The contractor is responsible for obtaining regulatory approval for the disposal of the sediment/water in the oil/water separators. Contractor will provide the WVANG Program Manager with a Certificate of Disposal.

4.1.3 Contract Services Deliverable Location #3- OWS#2 Eleanor Maintenance Facility Red House, WV

Oil/Water Separator Information: One (1) Highland Tank HTC EZ-Access 2,000 gallon underground oil/water separator.

Amount of oil in OWS: 2"

Amount of sediment in OWS: 14"

Analytical Result: Contractor is responsible for collecting and analyzing a sample for waste characterization. The liquid level in the oil/water separator is approximately 9'-0" below the top of the access covers

Drop Inlets: None

4.1.3.1 Contractor must remove the oil/water separator access cover. The cover is secured by bolts that may have become corroded and difficult to remove using hand tools. Contractor is responsible for removing the bolts for access.

4.1.3.2 Contractor will adhere to 29 CFR 146 (Permit Required Confined Space Program) when entering the oil/water separator to clean the interior of all residues using a pressure washer or other approved method. Contractor will also remove and clean the petro packs. Contractor may hose off petro packs on the military vehicle wash pad.

4.1.3.3 Contractor will dispose of wastewater from the oil/water separator. At the contractor's option, and with the written approval of the WVANG Project Manager, the water in the oil/water separator may be pumped to a nearby cleanout or an approved pipe before the oil/water separator is cleaned. This will allow for the majority

of the water to be removed leaving the sediment and any petroleum on the top. This is NOT applicable to any petroleum or sediment laden water in the oil/water separator. ALL sediment, sediment laden water, and petroleum must be removed and properly disposed.

4.1.3.4 Contractor is responsible for disposal of waste (solid and liquid) per all federal, state, and local regulations. The contractor is responsible for obtaining regulatory approval for the disposal of the sediment/water in the oil/water separators. Contractor will provide the WVANG Program Manager with a Certificate of Disposal.

4.1.4 Contract Services Deliverable Location #4- Salem Armory- Salem, WV
Oil/Water Separator Information: One (1) Highland Tank HTC 550 gallon underground oil/water separator.

Amount of oil in OWS: <1"

Amount of sediment in OWS: 14"

Analytical Result: See Attachment labeled "Analytical Result Salem"

Drop Inlet at Wash Pad: Size: 60"L x 24"w x 12" d"— Amount of sediment: 2"

4.1.4.1 Contractor must remove the oil/water separator access cover. The cover is secured by bolts that may have become corroded and difficult to remove using hand tools. Contractor is responsible for removing the bolts for access.

4.1.4.2 Contractor will adhere to 29 CFR 146 (Permit Required Confined Space Program) when entering the oil/water separator to clean the interior of all residues using a pressure washer or other approved method. Contractor will also remove and clean the petro packs. Contractor may hose off petro packs on the military vehicle wash pad.

4.1.4.3 Contractor will dispose of wastewater from the oil/water separator. At the contractor's option, and with the written approval of the WVANG Project Manager, the water in the oil/water separator may be pumped to a nearby cleanout or an approved pipe before the oil/water separator is cleaned. This will allow for the majority

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DEFK13020 Oil/Water Separator Cleaning & Disposal Services

of the water to be removed leaving the sediment and any petroleum on the top. This is NOT applicable to any petroleum or sediment laden water in the oil/water separator. ALL sediment, sediment laden water, and petroleum must be removed and properly disposed.

4.1.4.4 Contractor is responsible for disposal of waste (solid and liquid) per all federal, state, and local regulations. The contractor is responsible for obtaining regulatory approval for the disposal of the sediment/water in the oil/water separators. Contractor will provide the WVANG Program Manager with a Certificate of Disposal.

4.1.5 Contract Services Deliverable Location Bid Alternate #1- Military Vehicle Wash Pad at Camp Dawson – Kingwood, WV

Oil/Water Separator Information: One (1) Highland Tank HTC 1,000 gallon underground oil/water separator.

Amount of oil in OWS: <1”

Amount of sediment in OWS: <1”

Analytical Result: Contractor is responsible for collecting and analyzing a sample for waste characterization.

Drop Inlets: None

4.1.5.1 Contractor must remove the oil/water separator access cover. The cover is secured by bolts that may have become corroded and difficult to remove using hand tools. Contractor is responsible for removing the bolts for access.

4.1.5.2 Contractor will adhere to 29 CFR 146 (Permit Required Confined Space Program) when entering the oil/water separator to clean the interior of all residues using a pressure washer or other approved method. Contractor will also remove and clean the petro packs. Contractor may hose off petro packs on the military vehicle wash pad.

4.1.5.3 Contractor will dispose of wastewater from the oil/water separator. At the contractor's option, and with the written approval of the WVANG Project Manager, the water in the oil/water separator may be pumped to a nearby cleanout or an approved pipe before

the oil/water separator is cleaned. This will allow for the majority of the water to be removed leaving the sediment and any petroleum on the top. This is NOT applicable to any petroleum or sediment laden water in the oil/water separator. ALL sediment, sediment laden water, and petroleum must be removed and properly disposed.

4.1.5.4 Contractor is responsible for disposal of waste (solid and liquid) per all federal, state, and local regulations. The contractor is responsible for obtaining regulatory approval for the disposal of the sediment/water in the oil/water separators. Contractor will provide the WVANG Program Manager with a Certificate of Disposal.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages. The agency reserves the right to accept or reject the Bid Alternate No. 1 or Item No. 4.1.5 if the costs exceeds the amount budgeted for this project. If agency accepts the Bid Alternate No. 1, the contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost with add alternate as shown on the Pricing Page.

5.2 Pricing Page: Vendor should complete the Pricing Page by entering an all-inclusive price for oil/water separator cleaning and disposal at each location . Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

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

6. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

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DEFK13020 Oil/Water Separator Cleaning & Disposal Services

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7. **PAYMENT:** Agency shall pay the line item price for each location, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Agency will consider, at vendor's request, progress payments in the amount contracted for each location at the time work is completed and Certificate of Disposal is submitted to the Agency. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

REQUEST FOR QUOTATION
DEFK13020 Oil/Water Separator Cleaning & Disposal Services

10. VENDOR DEFAULT:

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

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

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

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

10.1.4. Failure to remedy deficient performance upon request.

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

10.2.1. Cancellation of the Contract.

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

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

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

Contract Manager: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

EXHIBIT A

DEFK13020- Oil/Water Separator Cleaning/Disposal

PRICING PAGE

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
Item No. 4.1.1 (Bid Item #1)	FMS #5 Parkersburg, WV	1 ea		\$
Item No. 4.1.2 (Bid Item #2)	FMS #7 Kenova, WV	1 ea		\$
Item No. 4.1.3 (Bid Item #3)	OWS #2 Eleanor Maintenance Facility Red House, WV	1 ea		\$
Item No. 4.1.4 (Bid Item #4)	Salem Armory Salem, WV	1 ea		\$
	TOTAL COST:			\$
Item No. 4.1.5 (Bid Alt. #1) ADD ALTERNATE	Military Vehicle Wash Pad Camp Dawson Kingwood, WV ADD	1 ea		\$
	TOTAL COST with ADD Alternate:			\$
	Failure to use this form may result in disqualification			
	Bidder / Vendor Information:			
	Name:			
	Address:			
	Phone:			
	Fax:			
	E-mail Address:			
	Authorized Signature:			

Attachment A

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DEFK13020

Oil/Water Separator Cleaning/Disposal Service

Contract Service Locations & Points of Contact

Bid Item #1: FMS #5

1500 Blizzard Drive
Parkersburg, WV 26101

Jerry Nichols, Shop Chief
(304) 201-6132

Bid Item #2: FMS#7

2194 Booth Drive
Kenova, WV 25330

Steve Mooney, Shop Chief
(304) 201-3344

Bid Item #3 Eleanor Maintenance Facility

110 Army/Navy Drive
Red House, WV 25168

SGT Brian Boles
(304) 201-3051

Bid Item #4 Salem Armory
Route 1, Box 74
Salem, WV 26424

Dave Ferrebee
(304) 669-9854

Bid Alt. #1 Camp Dawson
1001 Military Drive
Kingwood, WV 26537

Sam Richards
(304) 791-4121

ATTACHMENT B

DEFK13020

Attachment: Analytical Result- FMS #5 (3 pages)



Improving the environment, one client at a time...

225 Industrial Park Drive
Beaver, WV 25813
TEL: 304.255.2500
FAX: 304.255.2572

3029-C Peters Creek Road
Roanoke, VA 24019
TEL: 540.777.1276
FAX: 540.400.8508

101 17th Street
Ashland, KY 41101
TEL: 606.393.5027

1557 Commerce Road, Suite 201
Verona, VA 24482
TEL: 540.248.0183

November 28, 2012

Mr. Phil Emmerth
WV ARMY NATIONAL GUARD
WHEELING AASF #2
538 GIRTYS POINT ROAD
WHEELING WV 26003

TEL: (304) 238-1010

FAX (304) 238-1011

RE:

Dear Mr. Phil Emmerth:

Order No.: 1211C62

RBI Consultants, Inc. received 3 sample(s) on 11/13/2012 for the analyses presented in the following report.

Please note two changes you may see on your report.

- Results for "Dissolved" parameters will be shown under a separate sample ID, rather than as a separate analysis under the same sample ID. The sample ID for "Dissolved" parameters will include "Field Filtered" or "Lab Filtered", as appropriate.
- Metals results will no longer be identified as "Total" or "Total Recoverable". The methods have not been changed, only their appearance on the report.

If you have any questions regarding these results, please do not hesitate to call.

Sincerely,

Kathy Lough

Kathy Lough
Project Manager





Improving the environment, one client at a time...

225 Industrial Park Drive
Beaver, WV 25813
TEL: 304.255.2500
FAX: 304.255.2572

3029-C Peters Creek Road
Roanoke, VA 24019
TEL: 540.777.1276
FAX: 540.400.8508

101 17th Street
Ashland, KY 41101
TEL: 606.393.5027

1557 Commerce Road, Suite 201
Verona, VA 24482
TEL: 540.248.0183

Report Narrative

Project Manager:: Kathy Lough

Kathy Lough

WO#: 1211C62

Date: 11/28/2012

CLIENT: WV ARMY NATIONAL GUARD

Project:

The analytical results presented in this report relate only to the samples documented herein. All analyses were performed using documented laboratory SOPs that incorporate appropriate quality control procedures as described in the applicable methods. Any deviation from compliance or method modification is explained below and/or identified within the body of this report by a qualifier footnote which is defined at the bottom of each page.

All sample results are reported on an "as-received" wet weight basis unless otherwise noted.

Results reported for sums of individual parameters, such as Total Trihalomethanes (TTHM) and Total Haloacetic Acids (HAA5), may vary slightly from the sum of the individual parameter results. This apparent anomaly is caused by rounding individual results and summations at reporting, as required by EPA.

The test results in this report meet all NELAP and VELAP requirements for parameters for which accreditations are required or available. Any exceptions are noted in this report. This report may not be reproduced, except in full, without the written approval of REIC.

In compliance with federal guidelines and standard operating procedures, all reports, including raw data and supporting quality control, will be disposed of after five years unless otherwise arranged by the client via written notification or contract requirement.

If you have any questions please contact the project manager whose name is listed above.

NOTE: Sample 1211C62-03A: Prep hold time was exceeded by 2 day(s) for TCLP Metals extraction.

Beaver, WV: WVDHHR 00112CM, WVDEP 060, VADCLS 00281, KYDEP 90039, TNDRQ TN02926, NCDWQ 466, PADRP 68-00839, FLDON (NELAC) E87958,
VADCLS (VELAP) 460148
Blossay (Beaver, WV) WVDHHR 060, FLDON (NELAC) E871055, VADCLS (VELAP) 460149
Roanoke, VA: VADCLS (VELAP) 460150
Verona, VA: VADCLS (VELAP) 460157
Ashland, KY: KYDEP 00094

REI Consultants, Inc.

Analytical Results

Date: 28-Nov-12

CLIENT:	WV ARMY NATIONAL GUARD	WorkOrder	1211C62	Lab ID	1211C62-01A
Client Sample ID:	FMS #5-OWS SLUDGE	DateReceived	11/13/2012		
Project:		Collection Date:	11/6/2012 9:30:00 AM		
Site ID:		Matrix:	SLUDGE		

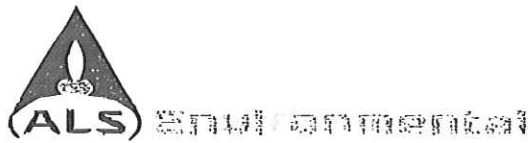
Analyses	Result Units	Qual	PQL	MCL	Prep Date	Date Analyzed
TCLP PERCENT SOLIDS						
Percent Solids	80 wt%	SW1311	NA	NA	Analyst: KD 11/16/12 12:00 AM	11/16/12 6:00 PM
SEMI-VOLATILE RANGE ORGANICS						
TPH (Diesel Range)	4,830 mg/Kg	SW8015C	8.00	NA	Analyst: CL 11/19/12 9:14 AM	11/20/12 6:34 AM
TPH (Oil Range)	8,140 mg/Kg		20.0	NA	11/19/12 9:14 AM	11/20/12 6:34 AM
Surr: o-Terphenyl	107 %REC		24.9-107	NA	11/19/12 9:14 AM	11/20/12 6:34 AM
TCLP SEMIVOLATILES						
		SW1311/8270D			Analyst: JD	
o-cresol	ND mg/L		0.024	200	11/21/12 2:27 PM	11/28/12 2:03 PM
m,p-cresol	ND mg/L		0.024	200	11/21/12 2:27 PM	11/28/12 2:03 PM
1,4-Dichlorobenzene	ND mg/L		0.024	7.50	11/21/12 2:27 PM	11/28/12 2:03 PM
2,4-Dinitrotoluene	ND mg/L		0.024	0.130	11/21/12 2:27 PM	11/28/12 2:03 PM
Hexachlorobenzene	ND mg/L		0.024	0.130	11/21/12 2:27 PM	11/28/12 2:03 PM
Hexachlorobutadiene	ND mg/L		0.024	0.500	11/21/12 2:27 PM	11/28/12 2:03 PM
Hexachloroethane	ND mg/L		0.024	3.00	11/21/12 2:27 PM	11/28/12 2:03 PM
Nitrobenzene	ND mg/L		0.024	2.00	11/21/12 2:27 PM	11/28/12 2:03 PM
Pentachlorophenol	ND mg/L		0.024	100	11/21/12 2:27 PM	11/28/12 2:03 PM
Pyridine	ND mg/L		0.024	5.00	11/21/12 2:27 PM	11/28/12 2:03 PM
2,4,6-Trichlorophenol	ND mg/L		0.024	400	11/21/12 2:27 PM	11/28/12 2:03 PM
2,4,6-Trichlorophenol	ND mg/L		0.024	2.00	11/21/12 2:27 PM	11/28/12 2:03 PM
Surr: 2,4,6-Tribromophenol	89.5 %REC		51.4-118	NA	11/21/12 2:27 PM	11/28/12 2:03 PM
Surr: 2-Fluorobiphenyl	77.1 %REC		58.6-110	NA	11/21/12 2:27 PM	11/28/12 2:03 PM
Surr: 2-Fluorophenol	68.9 %REC		25.8-110	NA	11/21/12 2:27 PM	11/28/12 2:03 PM
Surr: 4-Terphenyl-d14	63.0 %REC	S	89.4-110	NA	11/21/12 2:27 PM	11/28/12 2:03 PM
Surr: Nitrobenzene-d5	88.9 %REC		69.2-110	NA	11/21/12 2:27 PM	11/28/12 2:03 PM
Surr: Phenol-d5	58.5 %REC		6.58-108	NA	11/21/12 2:27 PM	11/28/12 2:03 PM
SOLIDS, TOTAL						
Total Solids	42.0 wt%	SM2640 G	0.01	NA	Analyst: SF	11/17/12 10:40 AM

Key:	MCL	Maximum Contaminant Level	Qualifiers:	B	Analyte detected in the associated Method Blank
	MDL	Minimum Detection Limit		I	Estimated Value above quantitation range
	NA	Not Applicable		H	Holding times for preparation or analysis exceeded
	ND	Not Detected at the PQL or MDL		S	Spike/Surrogate Recovery exceeds RUC control limits
	PQL	Practical Quantitation Limit		*	Value exceeds MCL or Regulatory Limits
	TIC	Tentatively Identified Compound, Estimated Concentration			

DEFK13020

Attachment: Analytical Result- FMS #7 (17 pages)

000033



11-Dec-2012

Phil Emmerth
Wheeling AASF 2
538 Girtys Point Road
Wheeling, WV 26003

Re: Soil Sampling

Work Order: 1211138

Dear Phil,

ALS Environmental received 2 samples on 26-Nov-2012 01:47 PM for the analyses presented in the following report.

The analytical data provided relates directly to the samples received by ALS Environmental and for only the analyses requested.

QC sample results for this data met laboratory specifications. Any exceptions are noted in the Case Narrative, or noted with qualifiers in the report or QC batch information. Should this laboratory report need to be reproduced, it should be reproduced in full unless written approval has been obtained from ALS Environmental. Samples will be disposed in 30 days unless storage arrangements are made.

The total number of pages in this report is 18.

If you have any questions regarding this report, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads 'Rebecca Kiser'.

Electronically approved by: Rebecca Kiser

Rebecca Kiser

ADDRESS 1740 Union Carbide Drive, South Charleston, West Virginia 25303 | PHONE (304) 358-3100 | FAX (304) 205-6262

ALS GROUP USA, CORP. Part of the ALS Group. A Campbell Brothers Limited Company



www.alsglobal.com

ALST SOLUTIONS Inc. or its subsidiaries

000034

ALS Group USA, Corp

Date: 11-Dec-12

Client: Wheeling AASF 2
Project: Soil Sampling
Work Order: 1211138

Work Order Sample Summary

<u>Lab Samp ID</u>	<u>Client Sample ID</u>	<u>Matrix</u>	<u>Tag Number</u>	<u>Collection Date</u>	<u>Date Received</u>	<u>Hold</u>
1211138-01	OVS Sludge FMS #7	Sludge		11/26/2012 09:00	11/26/2012 13:47	<input type="checkbox"/>
1211138-02	Waste Blast Media - RSMS	Solid		11/26/2012 11:30	11/26/2012 13:47	<input type="checkbox"/>

ALS Group USA, Corp

Date: 11-Dec-12

Client: Wheeling AASF 2
 Project: Soil Sampling
 WorkOrder: 1211138

**QUALIFIERS,
 ACRONYMS, UNITS**

<u>Qualifier</u>	<u>Description</u>
*	Value exceeds Regulatory Limit
a	Not accredited
B	Analyte detected in the associated Method Blank above the Reporting Limit
E	Value above quantitation range
H	Analyzed outside of Holding Time
J	Analyte detected below quantitation limit
n	Not offered for accreditation
ND	Not Detected at the Reporting Limit
O	Sample amount is > 4 times amount spiked
P	Dual Column results percent difference > 40%
R	RPD above laboratory control limit
S	Spike Recovery outside laboratory control limits
U	Analyzed but not detected above the MDL

<u>Acronym</u>	<u>Description</u>
DUP	Method Duplicate
LCS	Laboratory Control Sample
LCSD	Laboratory Control Sample Duplicate
MBLK	Method Blank
MDL	Method Detection Limit
MQL	Method Quantitation Limit
MS	Matrix Spike
MSD	Matrix Spike Duplicate
PDS	Post Digestion Spike
PQL	Practical Quantitation Limit
SD	Serial Dilution

<u>Units Reported</u>	<u>Description</u>
%	Percent
µg/L	Micrograms per Liter
mg/Kg	Milligrams per Kilogram
mg/L	Milligrams per Liter

ALS Group USA, Corp

Date: 11-Dec-12

Client: Wheeling AASF 2
 Project: Soil Sampling
 Sample ID: OWS Sludge FMS #7
 Collection Date: 11/26/2012 09:00 AM

Work Order: 1211138
 Lab ID: 1211138-01
 Matrix: SLUDGE

Analyses	Result	Qual	Report Limit	Units	Dilution Factor	Date Analyzed
DIESEL RANGE ORGANICS BY GC-FID			SW8015B		Prep Date: 11/27/2012	Analyst: JC
Diesel Range Organics (DRO)	18,000		3,300	mg/Kg	100	12/3/2012
Surr: O-Terphenyl	392	S	52-126	%REC	100	12/3/2012
OIL RANGE ORGANICS BY GC-FID			SW8015B		Prep Date: 11/27/2012	Analyst: JC
TPH-ORO	3,200		650	mg/Kg	10	12/3/2012
TCLP SEMI-VOLATILE ORGANICS			SW8270D		Prep Date: 11/29/2012	Analyst: ALSHN
1,4-Dichlorobenzene	ND		100	µg/L	1	11/30/2012 02:51 AM
2,4,6-Trichlorophenol	ND		100	µg/L	1	11/30/2012 02:51 AM
2,4,6-Trichlorophenol	ND		100	µg/L	1	11/30/2012 02:51 AM
2,4-Dinitrotoluene	ND		100	µg/L	1	11/30/2012 02:51 AM
Hexachloro-1,3-butadiene	ND		100	µg/L	1	11/30/2012 02:51 AM
Hexachlorobenzene	ND		100	µg/L	1	11/30/2012 02:51 AM
Hexachlorocyclohexane	ND		100	µg/L	1	11/30/2012 02:51 AM
m-Cresol	ND		100	µg/L	1	11/30/2012 02:51 AM
Nitrobenzene	ND		100	µg/L	1	11/30/2012 02:51 AM
o-Cresol	ND		100	µg/L	1	11/30/2012 02:51 AM
p-Cresol	ND		100	µg/L	1	11/30/2012 02:51 AM
Pentachlorophenol	ND		400	µg/L	1	11/30/2012 02:51 AM
Pyridine	ND		400	µg/L	1	11/30/2012 02:51 AM
Cresols, Total	ND		5.0	µg/L	1	11/30/2012 02:51 AM
Surr: 2,4,6-Tribromophenol	72.2		21-125	%REC	1	11/30/2012 02:51 AM
Surr: 2-Fluorobiphenyl	63.1		30-94	%REC	1	11/30/2012 02:51 AM
Surr: 2-Fluorophenol	38.9		10-75	%REC	1	11/30/2012 02:51 AM
Surr: 4-Terphenyl-d14	72.3		26-119	%REC	1	11/30/2012 02:51 AM
Surr: Nitrobenzene-d5	59.2		41-104	%REC	1	11/30/2012 02:51 AM
Surr: Phenol-d6	20.7		11-50	%REC	1	11/30/2012 02:51 AM
PERCENT SOLIDS			A2540 G			Analyst: JGS
% Solids	100		10	%	1	11/29/2012 05:00 PM

Note:

ALS Group USA, Corp
 Client: Wheeling AASF 2
 Work Order: 1211138
 Project: Soil Sampling

Date: 11-Dec-12

QC BATCH REPORT

Batch ID: 1502 Instrument ID GCFID1 Method: SW8016B

MBLK	Sample ID: MBLK-1502-1502				Units: mg/Kg		Analysis Date: 12/3/2012			
Client ID:	Run ID: GCFID1_121203A				SeqNo: 117479		Prep Date: 11/27/2012		DF: 1	
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
Diesel Range Organics (DRO)	35.15	17								
Surr: O-Terphenyl	1.23	0	1.66	0	74.1	52-120	0			

LCS	Sample ID: LCS-1502-1502				Units: mg/Kg		Analysis Date: 12/3/2012			
Client ID:	Run ID: GCFID1_121203A				SeqNo: 117480		Prep Date: 11/27/2012		DF: 1	
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
Diesel Range Organics (DRO)	118.1	17	100	0	118	59-137	0			
Surr: O-Terphenyl	1.658	0	1.66	0	99.9	52-126	0			

LCSD	Sample ID: LGSD-1502-1502				Units:mg/Kg		Analysis Date: 12/3/2012			
Client ID:	Run ID: GCFID1_121203A				SeqNo:117482		Prep Date: 11/27/2012		DF: 1	
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
Diesel Range Organics (DRO)	146.7	17	100	0	147	59-137	116.1	23.2	17.2	SR
Surr: O-Terphenyl	1.665	0	1.66	0	100	52-120	1.658	0.101	30	

The following samples were analyzed in this batch:

1211138-01A

Note: See Qualifiers Page for a list of Qualifiers and their explanation.

QC Page: 1 of 11

Client: Wheeling AASF 2
 Work Order: 1211138
 Project: Soil Sampling

QC BATCH REPORT

Batch ID: 1503 Instrument ID GCFID1 Method: SW8016B

MBLK	Sample ID: MBLK-1503-1503					Units: mg/Kg		Analysis Date: 12/3/2012		
Client ID:	Run ID: GCFID1_121203A					SeqNo: 117281		Prep Date: 11/27/2012		DF: 1
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual

TPH-ORO ND 33

LCS	Sample ID: LCS-1503-1503				Units: mg/Kg		Analysis Date: 12/3/2012			
Client ID:	Run ID: GCFID1_121203A				SeqNo: 117282		Prep Date: 11/27/2012		DF: 1	
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual

TPH-ORO 15.85 33 28.67 0 58.4 60-130 0 JS

LCSD	Sample ID: LCSD-1503-1503				Units: mg/Kg		Analysis Date: 12/3/2012			
Client ID:	Run ID: GCFID1_121203A				SeqNo: 117284		Prep Date: 11/27/2012		DF: 1	
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual

TPH-ORO 16.97 33 28.67 0 58.9 60-130 15.85 0 30 JS

The following samples were analyzed in this batch: 1211138-01A

Client: Wheeling AASP 2
 Work Order: 1211138
 Project: Soil Sampling

QC BATCH REPORT

Batch ID: 1533 Instrument ID HG1 Method: SW7470A

MBLK	Sample ID: MBLK-1533-1533				Units: mg/L		Analysis Date: 12/4/2012 09:48 AM			
Client ID:	Run ID: HG1_121204A				SeqNo: 116310		Prep Date: 12/4/2012		DF: 1	
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
TCLP Mercury	ND	0.00010								

LCS	Sample ID: LCS-1533-1533				Units: mg/L		Analysis Date: 12/4/2012 09:48 AM			
Client ID:	Run ID: HG1_121204A				SeqNo: 116311		Prep Date: 12/4/2012		DF: 1	
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
TCLP Mercury	0.00452	0.00010	0.005	0	80.4	60-120	0			

MS	Sample ID: 1211138-02A MS					Units: mg/L	Analysis Date: 12/4/2012 09:51 AM			
Client ID: Waste Blast Media - RSMS	Run ID: HG1_121204A			SeqNo: 116313		Prep Date: 12/4/2012		DF: 1		
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
TCLP Mercury	0.00461	0.00010	0.005	0.00004	91.4	70-130	0			

MSD	Sample ID: 1211138-02A MSD				Units: mg/L		Analysis Date: 12/4/2012 09:53 AM			
Client ID: Waste Blast Media - RSMS		Run ID: HG1_121204A			SeqNo: 116314		Prep Date: 12/4/2012		DF: 1	
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
TCLP Mercury	0.00459	0.00010	0.005	0.00004	91	70-130	0.00461	0.435	20	

The following samples were analyzed in this batch: 1211138-02A

Note: See Qualifiers Page for a list of Qualifiers and their explanation.

Client: Wheeling AASF 2
 Work Order: 1211138
 Project: Soil Sampling

QC BATCH REPORT

Batch ID: 1509 Instrument ID ICP1 Method: SW6010B

MBLK	Sample ID: MBLK-1509-1509				Units: mg/L		Analysis Date: 11/30/2012 12:14 AM			
Client ID:	Run ID: ICP1_121128A				SeqNo: 114957		Prep Date: 11/28/2012		DF: 1	
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
Barium	0.0100	0.10								J
Chromium	ND	0.10								
Lead	ND	0.10								
Silver	0.0042	0.10								J

MBLK	Sample ID: MBLK-1509-1509				Units: mg/L		Analysis Date: 11/30/2012 04:24 PM			
Client ID:	Run ID: ICP1_121130A				SeqNo: 115539		Prep Date: 11/28/2012		DF: 1	
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REG	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
Arsenic	ND	0.10								
Selenium	ND	0.10								

MBLK	Sample ID: MBLK-1509-1509				Units: mg/L		Analysis Date: 12/4/2012 11:24 AM			
Client ID:	Run ID: ICP1_121204A				SeqNo: 116107		Prep Date: 11/28/2012		DF: 1	
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
Cadmium	ND	0.10								

LCS	Sample ID: LCS-1509-1509				Units:mg/L		Analysis Date: 11/30/2012 12:17 AM			
Client ID:	Run ID: ICP1_121129A				SeqNo:114958		Prep Date: 11/28/2012		DF: 1	
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
Barium	3.921	0.10	4	0	98	80-120	0			
Chromium	0.717	0.10	0.8	0	89.6	80-120	0			
Lead	0.77	0.10	0.8	0	96.2	80-120	0			
Silver	0.0069	0.10	0.1	0	85.9	80-120	0			J

LCS	Sample ID: LCS-1509-1509				Units: mg/L		Analysis Date: 11/30/2012 04:27 PM			
Client ID:	Run ID: ICP1_121130A				SeqNo: 115540		Prep Date: 11/28/2012		DF: 1	
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
Arsenic	4.371	0.10	4	0	100	80-120	0			
Selenium	4.704	0.10	4	0	120	80-120	0			

LCS	Sample ID: LCS-1509-1509				Units: mg/L			Analysis Date: 12/4/2012 11:27 AM		
Client ID:	Run ID: ICP1_121204A				SeqNo: 116108			Prep Date: 11/28/2012		DF: 1
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
Cadmium	0.0808	0.10	0.1	0	80.8	80-120	0			J

Note: See Qualifiers Page for a list of Qualifiers and their explanation.

Client: Wheeling AASF 2
 Work Order: 1211138
 Project: Soil Sampling

QC BATCH REPORT

Batch ID: 1609 Instrument: ICP1 Method: SW6010B

MS Sample ID: 1211138-02A MS				Units: mg/L			Analysis Date: 11/30/2012 12:25 AM				
Client ID: Waste Blast Media - RSMS				Run ID: ICP1_121120A		SeqNo: 114960		Prep Date: 11/28/2012		DF: 1	
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual	
Barium	3.957	0.10	4	0.1498	95.2	75-125	0				
Chromium	0.7835	0.10	0.8	0.047	92.1	75-125	0				
Lead	0.816	0.10	0.8	0.0155	100	75-125	0				
Silver	0.0810	0.10	0.1	-0.0009	82.8	75-125	0			J	

MS Sample ID: 1211138-02A MS				Units: mg/L			Analysis Date: 11/30/2012 04:34 PM				
Client ID: Waste Blast Media - RSMS			Run ID: ICP1_121130A			SeqNo:115542		Prep Date: 11/28/2012		DF: 1	
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REG	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual	
Arsenic	4.635	0.10	4	-0.0420	117	75-125	0				
Selenium	4.725	0.10	4	-0.38	127	75-125	0			S	

MS		Sample ID: 121113B-02A MS				Units: mg/L		Analysis Date: 12/4/2012 11:34 AM		
Client ID: Waste Blast Media - RSMS		Run ID: ICP1_121204A				SeqNo: 110110		Prep Date: 11/28/2012		DF: 1
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
Cadmium	0.0853	0.10	0.1	-0.0141	99.4	75-125	0			J

MSD	Sample ID: 1211138-02A MSD				Units: mg/L		Analysis Date: 11/30/2012 12:28 AM			
Client ID: Waste Blast Media - RSMS		Run ID: ICP1_121129A			SeqNo: 114861		Prep Date: 11/28/2012		DF: 1	
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
Barium	4.102	0.10	4	0.1498	88.8	75-125	3.957	3.6	25	
Chromium	0.8113	0.10	0.8	0.047	95.6	75-125	0.7835	3.49	25	
Lead	0.8235	0.10	0.8	0.0155	101	75-125	0.816	0.915	25	
Silver	0.0824	0.10	0.1	-0.0009	83.3	75-125	0.0819	0	25	J

MSD Sample ID: 1211138-02A MSD				Units:mg/L			Analysis Date: 11/30/2012 04:38 PM			
Client ID: Waste Blast Media - RSMS		Run ID: ICP1_121130A			SeqNo:116643		Prep Date: 11/28/2012		DF: 1	
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
Arsenic	4.587	0.10	4	-0.0420	115	75-125	4.635	1.48	25	
Selenium	4.884	0.10	2	-0.38	252	75-125	4.725	0.872	25	S

MSD Sample ID: 1211138-02A MSD				Units:mg/L			Analysis Date: 12/4/2012 11:38 AM				
Client ID: Waste Blast Media - RSMS				Run ID: ICP1_121204A			SeqNo:116111		Prep Date: 11/28/2012		DF: 1
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual	
Cadmium	0.0812	0.10	0.1	-0.0141	95.3	75-125	0.0853	0	25	J	

Note: See Qualifiers Page for a list of Qualifiers and their explanation.

Client: Wheeling AASF 2
Work Order: 1211138
Project: Soil Sampling

QC BATCH REPORT

Batch ID: 1509 Instrument ID IGP1 Method: SW6010B

The following samples were analyzed in this batch:

1211138-02A

Client: Wheeling AASF 2
 Work Order: 1211138
 Project: Soil Sampling

QC BATCH REPORT

Batch ID: R4712 Instrument ID SUB Method: SW8270D

MBLK	Sample ID: SBLKW1-45028-45028-R4712				Units: µg/L		Analysis Date: 11/29/2012 04:25 PM			
Client ID:	Run ID: SUB_121130B				SeqNo: 118403		Prep Date: 11/29/2012		DF: 1	
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
1,4-Dichlorobenzene	ND	5.0								
2,4,5-Trichlorophenol	ND	5.0								
2,4,6-Trichlorophenol	ND	5.0								
2,4-Dinitrotoluene	ND	5.0								
Hexachloro-1,3-butadiene	ND	5.0								
Hexachlorobenzene	ND	5.0								
Hexachloroethane	ND	5.0								
m-Cresol	ND	5.0								
Nitrobenzene	ND	5.0								
o-Cresol	ND	5.0								
p-Cresol	ND	5.0								
Pentachlorophenol	ND	20								
Pyridine	ND	20								
Cresols, Total	ND	5.0								
Surr: 2,4,6-Tribromophenol	31.95	0	50	0	63.9	21-125	0			
Surr: 2-Fluorobiphenyl	30.71	0	50	0	61.4	32-100	0			
Surr: 2-Fluorophenol	17.52	0	50	0	35	10-75	0			
Surr: 4-Terphenyl-d14	36.13	0	50	0	72.3	26-119	0			
Surr: Nitrobenzene-d5	28.02	0	50	0	56	41-104	0			
Surr: Phenol-d6	9.66	0	50	0	19.3	13-36	0			

Note: See Qualifiers Page for a list of Qualifiers and their explanation.

Client: Wheeling AASF 2
 Work Order: 1211138
 Project: Soil Sampling

QC BATCH REPORT

Batch ID: R4712 Instrument ID SUB Method: SW8270D

LCS	Sample ID: SLGSW1-45028-45028-R4712				Units: µg/L		Analysis Date: 11/29/2012 04:52 PM			
Client ID:	Run ID: SUB_121130B				SeqNo: 118404		Prep Date: 11/29/2012		DF: 1	
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
1,4-Dichlorobenzene	14.09	5.0	20	0	70.4	30-110	0			
2,4,6-Trichlorophenol	14.43	5.0	20	0	72.2	50-110	0			
2,4,6-Trichlorophenol	14.11	5.0	20	0	70.6	50-115	0			
2,4-Dinitrotoluene	17.22	5.0	20	0	88.1	50-120	0			
Hexachloro-1,3-butadiene	14.79	5.0	20	0	74	25-105	0			
Hexachlorobenzene	15.01	5.0	20	0	79.6	50-110	0			
Hexachloroethane	13.39	5.0	20	0	67	30-95	0			
m-Cresol	9.78	5.0	20	0	48.9	30-110	0			
Nitrobenzene	13.75	5.0	20	0	68.8	45-110	0			
o-Cresol	10.84	5.0	20	0	54.2	30-110	0			
p-Cresol	9.78	5.0	20	0	48.9	30-110	0			
Pentachlorophenol	14.28	20	20	0	71.4	40-115	0			J
Pyridine	9.5	20	20	0	47.5	10-71	0			J
Surr: 2,4,6-Tribromophenol	38.22	0	50	0	76.4	21-125	0			
Surr: 2-Fluorobiphenyl	31.27	0	50	0	62.5	32-100	0			
Surr: 2-Fluorophenol	17.63	0	50	0	35.3	22-59	0			
Surr: 4-Terphenyl-d14	39.82	0	50	0	79.6	23-112	0			
Surr: Nitrobenzene-d5	29.15	0	50	0	68.3	31-93	0			
Surr: Phenol-d6	10	0	50	0	20	13-36	0			

Note: See Qualifiers Page for a list of Qualifiers and their explanation.

Client: Wheeling AASF 2
 Work Order: 1211138
 Project: Soil Sampling

QC BATCH REPORT

Batch ID: R4712		Instrument ID SUB		Method: SW8270D						
MS		Sample ID: 1211788-01B MS		Units: µg/L		Analysis Date: 11/29/2012 06:55 PM				
Client ID:		Run ID: SUB_121130B		SeqNo: 118405		Prep Date: 11/29/2012		DF: 1		
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control L/mil	RPD Ref Value	%RPD	RPD L/mil	Qual
1,4-Dichlorobenzene	137.2	50	200	0	68.6	30-110	0			
2,4,5-Trichlorophenol	144.5	50	200	0	72.2	50-110	0			
2,4,6-Trichlorophenol	141.3	50	200	0	70.8	50-115	0			
2,4-Dinitrotoluene	168.7	50	200	0	84.4	50-120	0			*
Hexachloro-1,3-butadiene	143.7	50	200	0	71.8	25-105	0			
Hexachlorobenzene	152.7	50	200	0	76.4	50-110	0			*
Hexachloroethane	130	50	200	0	65	30-95	0			
m-Cresol	94.9	50	200	0	47.4	30-110	0			
Nitrobenzene	135.2	50	200	0	67.6	45-110	0			
o-Cresol	109.5	50	200	0	54.8	40-110	0			
p-Cresol	94.9	50	200	0	47.4	30-110	0			
Pentachlorophenol	138.8	200	200	0	69.3	40-115	0			J
Pyridine	72.8	200	200	0	36.4	10-80	0			J
Surr: 2,4,6-Tribromophenol	373.1	0	500	0	74.6	21-125	0			
Surr: 2-Fluorobiphenyl	317.9	0	500	0	63.6	32-100	0			
Surr: 2-Fluorophenol	179.5	0	500	0	35.9	22-59	0			
Surr: 4-Terphenyl-d14	385.7	0	500	0	77.1	26-119	0			
Surr: Nitrobenzene-d5	297.3	0	500	0	59.5	41-104	0			
Surr: Phenol-d6	93.8	0	500	0	18.8	11-50	0			

Note: See Qualifiers Page for a list of Qualifiers and their explanation.

Client: Wheeling AASF 2
 Work Order: 1211138
 Project: Soil Sampling

QC BATCH REPORT

Batch ID: R4712 Instrument ID SUB Method: SW8270D

MSD	Sample ID: 1211768-01B MSD			Units: µg/L		Analysis Date: 11/29/2012 07:23 PM				
Client ID:	Run ID: SUB_121130B			SeqNo:118408		Prep Date: 11/29/2012		DF: 1		
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
1,4-Dichlorobenzene	137.6	50	200	0	68.8	30-100	137.2	0.291	30	
2,4,5-Trichlorophenol	144.6	50	200	0	72.3	50-110	144.5	0.0592	30	
2,4,6-Trichlorophenol	141.3	50	200	0	70.6	50-115	141.3	0	30	
2,4-Dinitrotoluene	172.3	50	200	0	86.2	50-120	168.7	2.11	30	*
Hexachloro-1,3-butadiene	141	50	200	0	70.6	25-105	143.7	1.0	30	
Hexachlorobenzene	159.7	50	200	0	79.4	50-110	162.7	3.85	30	*
Hexachloroethane	135.8	50	200	0	67.8	30-95	130	4.22	30	
m-Cresol	95.7	50	200	0	47.8	30-110	94.9	0.839	30	
Nitrobenzene	132.7	50	200	0	66.4	45-110	135.2	1.07	30	
o-Cresol	108.1	50	200	0	54	40-110	100.5	1.29	30	
p-Cresol	95.7	50	200	0	47.8	30-110	94.9	0.839	30	
Pentachlorophenol	145.8	200	200	0	73	40-115	138.6	0	30	J
Pyridine	112.7	200	200	0	56.4	10-80	72.8	0	30	J
Surr: 2,4,6-Tribromophenol	363.8	0	500	0	78.8	21-125	373.1	2.89	0	
Surr: 2-Fluorobiphenyl	311.6	0	500	0	62.3	38-94	317.9	2	0	
Surr: 2-Fluorophenol	173.6	0	500	0	34.7	10-75	170.6	3.34	0	
Surr: 4-Terphenyl-d14	397.9	0	500	0	79.6	23-112	395.7	3.11	40	
Surr: Nitrobenzene-d5	283	0	500	0	56.6	31-93	297.3	4.93	40	
Surr: Phenol-d8	93	0	500	0	18.6	13-36	93.8	0.857	40	

The following samples were analyzed in this batch:

1211138-01A

Note: See Qualifiers Page for a list of Qualifiers and their explanation.

Client: Wheeling AASF 2
Work Order: 1211138
Project: Soil Sampling

QC BATCH REPORT

Batch ID: R4640 Instrument ID WETCHEM Method: SM2540G

DUP	Sample ID: 1211138-02A DUP				Units: %		Analysis Date: 11/20/2012 05:00 PM			
Client ID: Waste Blast Media - RSMS		Run ID: WETCHEM_121129F			SeqNo: 115190		Prep Date:		DF: 1	
Analyte	Result	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
Moisture	ND	1.0	0	0	0	0-0	0.12	0	25	

The following samples were analyzed in this batch:

1211138-02A

Note: See Qualifiers Page for a list of Qualifiers and their explanation.

ALS Group USA, Corp

Sample Receipt Checklist

Client Name: WHEELING AASF 2Date/Time Received: 26-Nov-12 13:47Work Order: 1211138Received by: JASChecklist completed by Jane Smith
eSignature26-Nov-12
DateReviewed by: John Casar
eSignature28-Nov-12
DateMatrices: Soil and SludgeCarrier name: Client

Shipping container/cooler in good condition?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Not Present <input type="checkbox"/>
Custody seals intact on shipping container/cooler?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Not Present <input checked="" type="checkbox"/>
Custody seals intact on sample bottles?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Not Present <input checked="" type="checkbox"/>
Chain of custody present?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Chain of custody signed when relinquished and received?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Chain of custody agrees with sample labels?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Samples in proper container/bottle?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Sample containers intact?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Sufficient sample volume for indicated test?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
All samples received within holding time?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Container/Temp Blank temperature in compliance?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Temperature(s)/Thermometer(s):	<u>23C</u> <u>IR</u>		
Cooler(s)/Kiln(s):	<u></u>		
Water - VOA vials have zero headspace?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	No VOA vials submitted <input checked="" type="checkbox"/>
Water - pH acceptable upon receipt?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
pH adjusted?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
pH adjusted by:	<u></u>		
Log/In Notes:			

Client Contacted:

Date Contacted:

Person Contacted:

Contacted By:

Regarding:

Comments:

Corrective Action:



Environmental

Cincinnati, OH
+1 513 733 5336
Everett, WA
+1 425 356 2600

Fort Collins, CO
+1 970 490 1511
Holland, MI
+1 616 399 6070

Chain of Custody Form

Page 1 of 1

COC ID: 07678

Houston, TX
+1 281 530 5656
Middletown, PA
+1 717 944 5541

Spring City, PA
+1 610 948 4903
Salt Lake City, UT
+1 801 266 7700

South Charleston, WV
+1 304 356 3168
York, PA
+1 717 505 5280

Customer Information		Project Information		ALS Project Manager:		ALS Work Order #: 121133	
Purchase Order		Project Name		A	TCLP Metals		
Work Order		Project Number		B	TCLP Semi-Volatiles		
Company Name	WV Am Nuclear Guard	Bill To Company	Same as Customer Info	C	TPH - DRO		
Send Report To	Phil Emmons	Invoice Attn		D	TPH - DRO		
Address	538 G.L. Pt Rd	Address		E	O/C Sub. Solid		
City/State/Zip	Wheeling, WV 26073	City/State/Zip		F			
Phone	304-201-3529	Phone		G			
Fax		Fax		H			
e-Mail Address		e-Mail Address		I			
				J			

No.	Sample Description	Date	Time	Matrix	Pres.	# Bottles	A	B	C	D	E	F	G	H	I	J	Hold
1	OWS Sludge - PM S D T	11/26/12	900	Sludge	None	2		X	X	X	X						
2	Waste Blast Media - BSMS	11/26/12	1130	Solid	None	2	X										
3																	
4																	
5																	
6																	
7																	
8																	
9																	
10																	

Sampler(s) Please Print & Sign		Shipment Method		Required Turnaround Time: (Check Box) <input type="checkbox"/> STD 10 Wk Days <input type="checkbox"/> 5 Wk Days <input type="checkbox"/> 2 Wk Days <input type="checkbox"/> 24 Hour		Results Due Date:	
Relinquished by:	Date: 11/26/12 Time: 1347	Received by:	Date: 11/26/12 Time: 1347	Notes:			
Relinquished by:	Date: 11/26/12 Time: 1347	Received by (Laboratory):	Date: 11/26/12 Time: 1356	Cooler ID	Cooler Temp	QC Packages (Check One Box Below)	
Logged by (Laboratory):	Date: 11/26/12 Time: 1356	Checked by (Laboratory):			33	<input type="checkbox"/> Level II Std QC <input type="checkbox"/> TRRP Checklist <input type="checkbox"/> Level III Std QC/Raw Data <input type="checkbox"/> TRRP Level IV <input type="checkbox"/> Level IV SWS/CLP <input type="checkbox"/> Other	
Preservative Key: 1-HCl 2-HNO ₃ 3-H ₂ SO ₄ 4-NaOH 5-Na ₂ S ₂ O ₃ 6-NaHSO ₄ 7-Other 8-4°C 9-5035							

- Note:
- Any changes must be made in writing once samples and COC Form have been submitted to ALS Environmental.
 - Unless otherwise agreed in a formal contract, services provided by ALS Environmental are expressly limited to the terms and conditions stated on the reverse.
 - The Chain of Custody is a legal document. All information must be completed accurately.

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000049

DEFK13020

Attachment: Analytical Result- Salem (12 pages)



RELIANCE LABORATORIES, INC.

ENVIRONMENTAL ANALYSTS AND CONSULTANTS

BRIDGEPORT, WV

www.RelianceLabs.net

MARTINSBURG, WV

Certifications:

WV Department of Health #: 00364, 00433 | WV Department of Environmental Protection #: 159, 181
MD Department of Environment #: 338, 337 | US Environmental Protection Agency #: WV00042, WV00901

LABORATORY REPORT SUMMARY

Client: C00284

Monday, February 11, 2013

WV ARMY NATIONAL GUARD
538 GIRTYS POINT ROAD
WHEELING

WV 26003-

Total Number of Pages: 3
(Not including C.O.C.)
Page 1 of 3

Lab ID	Sample ID	Sample ID 2	Sample Date
190930-2013-SL	SALEM ARMORY		1/28/2013

The enclosed results have been analyzed according to the referenced method and SOP. Any deviations to the method have been noted on the report. Unless otherwise noted, all results have been verified to meet quality control requirements of the method. This report may not be reproduced, except in full, without written approval of Reliance Laboratories, Inc.

Report Reviewed By:

Digitally signed by
Terley Miller
DN: cn=Terley Miller,
o=Reliance Laboratories,
Inc., ou,
email=tmiller@wvdsi.net,
c=US
Date: 2013.02.22
13:04:35 -0500



RELIANCE LABORATORIES, INC.

ENVIRONMENTAL ANALYSTS AND CONSULTANTS

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MARTINSBURG, WV

Certifications:

WV Department of Health #: 00354, 00433 | WV Department of Environmental Protection #: 168, 181
MD Department of Environment #: 338, 337 | US Environmental Protection Agency #: WV00042, WV00901

WV ARMY NATIONAL GUARD
538 GIRTYS POINT ROAD

Monday, February 11, 2013

Page 2 of 3

WHEELING, WV 26003-

Lab Number: 190930-2013-SI Sample ID: SALEM ARMORY

Parameter	Value	Units	Method	Date/Time Analyzed	Analyst	MDL	MCL
Analyte Group: <u>Inorganics</u>							
Percent Solids	46.1	%	SM2540B	1/28/2013	14:15 A.Tonkery		

Remarks:

Date Sample Collected: 1/28/2013 9:30
Sample Submitted By: PEMMERTH
Date Sample Received: 1/28/2013 10:40

ND = Not Detected at the MDL or MRL

MDL = Minimum Detectable Limit

MRL = Minimum Reporting Limit

MCL = Maximum Contaminant Level, USEPA Regulated [MCL] = Maximum Contaminant Level, Non-Regulated

*Method Code: STANDARD METHODS 19TH ED; US EPA METHODS FOR THE CHEMICAL ANALYSIS OF WATER AND WASTES, Rev. 83; US EPA METHODS FOR THE DETERMINATION OF METALS IN ENVIRONMENTAL SAMPLES, May 1994; TEST METHODS FOR EVALUATING SOLID WASTE, SW-846, 3rd ED; USEPA Manual for Certification of Laboratories Analyzing Drinking Water, 6th ED. In accordance with EPA Regulations, all reports, including raw data and quality control data, are maintained by the laboratory for a minimum of 5 years.

NOTE: *mg/kg as received

RLJ 001

2044 MEADOWBROOK ROAD | P.O. BOX 4657 | BRIDGEPORT, WV 26330 | VOICE: 304-842-5285 | FAX: 304-842-5361
RIDGEFIELD BUSINESS CENTER | 25 CRIMSON CIRCLE | MARTINSBURG, WV 25403 | VOICE: 304-598-2084 | FAX: 304-598-2086
EMAIL: RELIANCELABS@WVDSL.NET | WEB: WWW.RELIANCELABS.NET



RELIANCE LABORATORIES, INC.

ENVIRONMENTAL ANALYSTS AND CONSULTANTS

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MARTINSBURG, WV

Certifications:

WV Department of Health #: 00354, 00433 | WV Department of Environmental Protection #: 158, 181
MD Department of Environment #: 338, 337 | US Environmental Protection Agency #: WV00042, WV00901

WV ARMY NATIONAL GUARD
538 GIRTYS POINT ROAD

Monday, February 11, 2013
Page 3 of 3

WHEELING, WV 26003-

Lab Number: 190930-2013-SI Sample ID: SALEM ARMORY

Parameter	Value	Units	Method	Date/Time Analyzed	Analyst	MDL	MCL
Analyte Group: <u>Total Petroleum Hydrocarbons</u>							
TPH - DRO	5838	mg/kg	8015B/3550B	2/4/2013	12:15 M.Coffman	6.69	
TPH - ORO	ND	mg/kg	8015B/3550B	2/4/2013	12:15 M.Coffman	10	
o-Terphenyl (Surrogate)	94.6	%	8015B	2/4/2013	12:15 M.Coffman		

Remarks:

Date Sample Collected: 1/28/2013 9:30
Sample Submitted By: P.EMMERH
Date Sample Received: 1/28/2013 10:40

ND = Not Detected at the MDL or MRL

MDL = Minimum Detectable Limit

MRL = Minimum Reporting Limit

MCL = Maximum Contaminant Level, USEPA Regulated [MCL] = Maximum Contaminant Level, Non-Regulated

*Method Code: STANDARD METHODS 19TH ED; US EPA METHODS FOR THE CHEMICAL ANALYSIS OF WATER AND WASTES, Rev. 83; US EPA METHODS FOR THE DETERMINATION OF METALS IN ENVIRONMENTAL SAMPLES, May 1994; TEST METHODS FOR EVALUATING SOLID WASTE, SW-846, 3rd ED; USEPA Manual for Certification of Laboratories Analyzing Drinking Water, 6th ED. In accordance with EPA Regulations, all reports, including raw data and quality control data, are maintained by the laboratory for a minimum of 6 years.

NOTE: *mg/kg as received

RLJ.001



Pace Analytical Services, Inc.
1638 Rosoytown Road - Suites 2,3,4
Greensburg, PA 15601
(724)850-5800

February 20, 2013

Ms. Tenley Miller
Reliance Laboratories, Inc.
2044 Meadowbrook Road
P.O. Box 4657
Bridgeport, WV 26330

RE: Project: 190930
Pace Project No.: 3086929

Dear Ms. Miller:

Enclosed are the analytical results for sample(s) received by the laboratory on February 06, 2013. The results relate only to the samples included in this report. Results reported herein conform to the most current TNI standards and the laboratory's Quality Assurance Manual, where applicable, unless otherwise noted in the body of the report.

If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Jacquelyn Collins

jacquelyn.collins@pacelabs.com
Project Manager

Enclosures



REPORT OF LABORATORY ANALYSIS

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Pace Analytical Services, Inc.
1638 Roseytown Road - Suites 2,3,4
Greensburg, PA 15601
(724)950-5600

CERTIFICATIONS:

Project: 190930
Pace Project No.: 3086929

Pennsylvania Certification IDs

1638 Roseytown Rd Suites 2,3&4 Greensburg, PA 15601
ACCLASS DOD-ELAP Accreditation #: ADE-1544
Alabama Certification #: 41590
Arizona Certification #: AZ0734
Arkansas Certification
California/TNI Certification #: 04222CA
Colorado Certification
Connecticut Certification #: PH-0694
Delaware Certification
Florida/TNI Certification #: E87683
Guam/PADEP Certification
Hawaii/PADEP Certification
Idaho Certification
Illinois/PADEP Certification
Indiana/PADEP Certification
Iowa Certification #: 391
Kansas/TNI Certification #: E-10358
Kentucky Certification #: 90133
Louisiana/TNI Certification #: LA080002
Louisiana/TNI Certification #: 4088
Maine Certification #: PA0091
Maryland Certification #: 308
Massachusetts Certification #: M-PA1457

Michigan/PADEP Certification
Missouri Certification #: 235
Montana Certification #: Cert 0082
Nevada Certification
New Hampshire/TNI Certification #: 2978
New Jersey/TNI Certification #: PA 051
New Mexico Certification
New York/TNI Certification #: 10888
North Carolina Certification #: 42708
Oregon/TNI Certification #: PA200002
Pennsylvania/TNI Certification #: 85-00282
Puerto Rico Certification #: PA01457
South Dakota Certification
Tennessee Certification #: TN2887
Texas/TNI Certification #: T104704188
Utah/TNI Certification #: ANTE
Virgin Island/PADEP Certification
Virginia Certification #: 00112
Virginia/VELAP Certification #: 460198
Washington Certification #: C888
West Virginia Certification #: 143
Wisconsin/PADEP Certification
Wyoming Certification #: 8TMS-Q

REPORT OF LABORATORY ANALYSIS

Page 2 of 8

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Pace Analytical Services, Inc.
1638 Roseytown Road - Suites 2,3,4
Greensburg, PA 15601
(724)850-6000

PROJECT NARRATIVE

Project: 190930
Pace Project No.: 3086929

Method: EPA 8270
Description: 8270 MSSV TCLP
Client: Reliance Laboratories, Inc.
Date: February 20, 2013

General Information:

1 sample was analyzed for EPA 8270. All samples were received in acceptable condition with any exceptions noted below.

Hold Time:

The samples were analyzed within the method required hold times with any exceptions noted below.

Sample Preparation:

The samples were prepared in accordance with EPA 8270 with any exceptions noted below.

Initial Calibrations (including MS Tune as applicable):

All criteria were within method requirements with any exceptions noted below.

Continuing Calibration:

All criteria were within method requirements with any exceptions noted below.

Internal Standards:

All internal standards were within QC limits with any exceptions noted below.

Surrogates:

All surrogates were within QC limits with any exceptions noted below.

QC Batch: QEXT114213

S0: Surrogate recovery outside laboratory control limits.

- BLANK (Lab ID: 541583)
 - 2,4,6-Tribromophenol (S)
 - 2-Fluorophenol (S)

Method Blank:

All analytes were below the report limit in the method blank with any exceptions noted below.

Laboratory Control Spike:

All laboratory control spike compounds were within QC limits with any exceptions noted below.

Matrix Spikes:

All percent recoveries and relative percent differences (RPDs) were within acceptance criteria with any exceptions noted below.

Additional Comments:

This data package has been reviewed for quality and completeness and is approved for release.

REPORT OF LABORATORY ANALYSIS

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Pace Analytical Services, Inc.
1838 Roseytown Road - Suites 2,3,4
Greensburg, PA 15601
(724)850-5800

ANALYTICAL RESULTS

Project: 190930
Paca Project No.: 3086929

Sample: 190930-2013-S1 Lab ID: 3086929001 Collected: 01/28/13 09:30 Received: 02/08/13 09:50 Matrix: Solid

Results reported on a "dry-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
8270 M8SV TCLP Analytical Method: EPA 8270 Preparation Method: EPA 3535								
1,4-Dichlorobenzene	ND	ug/L	500	1	02/08/13 09:10	02/13/13 15:03	106-46-7	
2,4-Dinitrotoluene	ND	ug/L	100	1	02/08/13 09:10	02/13/13 15:03	121-14-2	
Hexachloro-1,3-butadiene	ND	ug/L	100	1	02/08/13 09:10	02/13/13 15:03	87-68-3	
Hexachlorobenzene	ND	ug/L	100	1	02/08/13 09:10	02/13/13 15:03	118-74-1	
Hexachloroethane	ND	ug/L	500	1	02/08/13 09:10	02/13/13 15:03	87-72-1	
2-Methylphenol(o-Cresol)	ND	ug/L	2000	1	02/08/13 09:10	02/13/13 15:03	95-48-7	
3&4-Methylphenol(m&p Cresol)	ND	ug/L	2000	1	02/08/13 09:10	02/13/13 15:03		
Nitrobenzene	ND	ug/L	100	1	02/08/13 09:10	02/13/13 15:03	98-95-3	
Pentachlorophenol	ND	ug/L	5000	1	02/08/13 09:10	02/13/13 15:03	87-86-5	
Pyridine	ND	ug/L	500	1	02/08/13 09:10	02/13/13 15:03	110-88-1	
2,4,6-Trichlorophenol	ND	ug/L	5000	1	02/08/13 09:10	02/13/13 15:03	95-95-4	
2,4,6-Trichlorophenol	ND	ug/L	100	1	02/08/13 09:10	02/13/13 15:03	88-06-2	
Surrogates								
Nitrobenzene-d5 (S)	72 %		35-114	1	02/08/13 09:10	02/13/13 15:03	4185-60-0	
2-Fluorobiphenyl (S)	84 %		43-116	1	02/08/13 09:10	02/13/13 15:03	321-80-8	
Terphenyl-d14 (S)	82 %		33-141	1	02/08/13 09:10	02/13/13 15:03	1718-51-0	
Phenol-d6 (S)	75 %		10-110	1	02/08/13 09:10	02/13/13 15:03	13127-88-3	
2-Fluorophenol (S)	93 %		21-110	1	02/08/13 09:10	02/13/13 15:03	367-12-4	
2,4,6-Tribromophenol (S)	113 %		10-123	1	02/08/13 09:10	02/13/13 15:03	110-79-6	



000057

Pace Analytical Services, Inc.
1038 Rosstown Road - Sullas 2,3,4
Greensburg, PA 15801
(724)850-5800

QUALITY CONTROL DATA

Project: 190830
Pace Project No.: 3086920

QC Batch: OEXT/14213 Analysis Method: EPA 8270
QC Batch Method: EPA 3535 Analysis Description: 8270 TCLP MSSV
Associated Lab Samples: 3086920001

METHOD BLANK: 541583 Matrix: Water
Associated Lab Samples: 3086920001

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
1,4-Dichlorobenzene	ug/L	ND	500	02/13/13 09:50	
2,4,6-Trichlorophenol	ug/L	ND	5000	02/13/13 09:50	
2,4,6-Trichlorophenol	ug/L	ND	100	02/13/13 09:50	
2,4-Dinitrotoluene	ug/L	ND	100	02/13/13 09:50	
2-Methylphenol(o-Cresol)	ug/L	ND	2000	02/13/13 09:50	
3&4-Methylphenol(m&p Cresol)	ug/L	ND	2000	02/13/13 09:50	
Hexachloro-1,3-butadiene	ug/L	ND	100	02/13/13 09:50	
Hexachlorobenzene	ug/L	ND	100	02/13/13 09:50	
Hexachloroethane	ug/L	ND	500	02/13/13 09:50	
Nitrobenzene	ug/L	ND	100	02/13/13 09:50	
Pentachlorophenol	ug/L	ND	5000	02/13/13 09:50	
Pyridine	ug/L	ND	500	02/13/13 09:50	
2,4,6-Tribromophenol (S)	%	125	10-123	02/13/13 09:50	S0
2-Fluorobiphenyl (S)	%	92	43-116	02/13/13 09:50	
2-Fluorophenol (S)	%	119	21-110	02/13/13 09:50	S0
Nitrobenzene-d5 (S)	%	81	35-114	02/13/13 09:50	
Phenol-d8 (S)	%	98	10-110	02/13/13 09:50	
Terphenyl-d14 (S)	%	84	33-141	02/13/13 09:50	

LABORATORY CONTROL SAMPLE: 541584

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
1,4-Dichlorobenzene	ug/L	500	276J	55	25-108	
2,4,6-Trichlorophenol	ug/L	500	384J	77	49-130	
2,4,6-Trichlorophenol	ug/L	500	474	95	49-133	
2,4-Dinitrotoluene	ug/L	500	270	54	31-135	
2-Methylphenol(o-Cresol)	ug/L	500	419J	84	42-132	
3&4-Methylphenol(m&p Cresol)	ug/L	1000	821J	82	42-132	
Hexachloro-1,3-butadiene	ug/L	500	284	57	19-107	
Hexachlorobenzene	ug/L	500	304	61	21-105	
Hexachloroethane	ug/L	500	262J	52	21-105	
Nitrobenzene	ug/L	500	348	70	38-142	
Pentachlorophenol	ug/L	500	444J	89	32-139	
Pyridine	ug/L	500	147J	29	10-61	
2,4,6-Tribromophenol (S)	%			98	10-123	
2-Fluorobiphenyl (S)	%			75	43-116	
2-Fluorophenol (S)	%			86	21-110	
Nitrobenzene-d5 (S)	%			71	35-114	
Phenol-d8 (S)	%			73	10-110	
Terphenyl-d14 (S)	%			74	33-141	

Date: 02/20/2013 01:51 PM

REPORT OF LABORATORY ANALYSIS

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Greensburg, PA 15601
(724)850-5600

QUALITY CONTROL DATA

Project: 190830
Pace Project No.: 3086929

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 541591 541592											
Parameter	Units	3086804005 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Qual
1,4-Dichlorobenzene	ug/L	ND	500	500	290J	273J	68	55	25-108		
2,4,6-Trichlorophenol	ug/L	ND	500	500	425J	397J	65	79	49-130		
2,4,6-Trichlorophenol	ug/L	ND	500	500	515	495	103	99	49-133	4	
2,4-Dinitrotoluene	ug/L	ND	500	500	307	300	81	60	31-135	2	
2-Methylphenol(o-Cresol)	ug/L	ND	500	500	459J	471J	92	94	42-132		
3&4-Methylphenol(m&p Cresol)	ug/L	ND	1000	1000	872J	911J	87	91	42-132		
Hexachloro-1,3-butadiene	ug/L	ND	500	500	294	285	59	57	19-107	3	
Hexachlorobenzene	ug/L	ND	500	500	304	311	61	62	21-105	2	
Hexachloroethane	ug/L	ND	500	500	278J	254J	55	51	21-105		
Nitrobenzene	ug/L	ND	500	500	348	389	70	78	38-142	11	
Pentachlorophenol	ug/L	ND	500	500	450J	485J	90	97	32-139		
Pyridine	ug/L	ND	500	500	181J	172J	36	34	10-61		
2,4,6-Tribromophenol (S)	%						112	107	10-123		
2-Fluorobiphenyl (S)	%						88	84	43-116		
2-Fluorophenol (S)	%						94	85	21-110		
Nitrobenzene-d5 (S)	%						78	76	35-114		
Phenol-d8 (S)	%						80	80	10-110		
Terphenyl-d14 (S)	%						74	71	33-141		



Pace Analytical Services, Inc.
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Greensburg, PA 15601
(724)850-5600

QUALIFIERS

Project: 190930
Pace Project No.: 3086929

DEFINITIONS

DF - Dilution Factor, if reported, represents the factor applied to the reported data due to changes in sample preparation, dilution of the sample aliquot, or moisture content.

ND - Not Detected at or above adjusted reporting limit.

J - Estimated concentration above the adjusted method detection limit and below the adjusted reporting limit.

MDL - Adjusted Method Detection Limit.

PRL - Pace Reporting Limit.

RL - Reporting Limit.

S - Surrogate

1,2-Diphenylhydrazine (8270 listed analyte) decomposes to Azobenzene.

Consistent with EPA guidelines, unrounded data are displayed and have been used to calculate % recovery and RPD values.

LCS(D) - Laboratory Control Sample (Duplicate)

MS(D) - Matrix Spike (Duplicate)

DUP - Sample Duplicate

RPD - Relative Percent Difference

NC - Not Calculable.

SG - Silica Gel - Clean-Up

U - Indicates the compound was analyzed for, but not detected.

N-Nitrosodiphenylamine decomposes and cannot be separated from Diphenylamine using Method 8270. The result reported for each analyte is a combined concentration.

Pace Analytical is TNI accredited. Contact your Pace PM for the current list of accredited analytes.

TNI - The NELAP Institute.

ANALYTE QUALIFIERS

S0 Surrogate recovery outside laboratory control limits.

000060



Pace Analytical Services, Inc.
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QUALITY CONTROL DATA CROSS REFERENCE TABLE

Project: 190930
Pace Project No.: 3086929

Lab ID	Sample ID	QC Batch Method	QC Batch	Analytical Method	Analytical Batch
3086929001	190930-2013-SI	EPA 3535	OEXT/14213	EPA 8270	MSSV/4834

Date: 02/20/2013 01:51 PM

REPORT OF LABORATORY ANALYSIS

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25 CRIMSON CIRCLE
MARTINSBURG, WV 25403
TEL (304) 596-2084 • FAX (304) 596-2086

FAX 提

E-MAIL

*PROJECT/REMARKS

7426501014
7426501014
7426501014
7426501014

REMARKS:

PWS#

WEATHER/TEMPERATURE

☐ **RUSH STATUS** INITIAL ACCEPTANCE _____

*** ADDITIONAL LABORATORY FEES MAY APPLY ***

EXTENT OF LIABILITY

SHOULD RELIANCE LABORATORIES, INC. BE AT FAULT AND ANY DISPUTE ARISE REGARDING ANALYTICAL DATA GENERATED BY THE LABORATORY, THE EXTENT OF THE LIABILITY TO RELIANCE WILL BE A DUPLICATE ANALYSIS OF THAT SAMPLE (PROVIDING ADEQUATE SAMPLE REMAINS) OR A REFUND OF THE ANALYTICAL FEE. IN NO EVENT WILL RELIANCE LABORATORIES BE LIABLE FOR DAMAGES INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM SUCH DISPUTE.

NOTE: TYPICAL SAMPLE TURN AROUND FOR ROUTINE SAMPLES IS 5 TO 10 WORKING DAYS. THIS IS NOT A GUARANTEE THAT SAMPLES WILL BE COMPLETED IN THIS TIME FRAME, HOWEVER. NON-ROUTINE SAMPLES MAY REQUIRE ADDITIONAL TIME.

***TO BE COMPLETED BY CLIENT**

ORIGINAL CHAIN OF CUSTODY DOCUMENT MUST BE EXECUTED IN INK

WHITE - LABORATORY YELLOW - CLIENT

000001

CERTIFICATION AND SIGNATURE PAGE

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

(Company)

(Authorized Signature)

(Representative Name, Title)

(Phone Number)

(Fax Number)

(Date)

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

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 _____

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bidder: _____ Signed: _____

Date: _____ Title: _____