



Request for Proposal

For: NJDEP Radiological Environmental Lab Services Term Contract 09-X-20282

Event	Date	Time
Bidder's Electronic Question Due Date	02/26/09	5:00 PM
Bid Submission Due Date	03/12/09	2:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

Small Business Set-Aside	Status	Category
	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> I
	<input type="checkbox"/> Entire Contract	<input type="checkbox"/> II
	<input type="checkbox"/> Partial Contract	<input type="checkbox"/> III

RFP Issued By

New Jersey Department of Environmental Protection
State of New Jersey
Department of the Treasury
Division of Purchase and Property
Trenton, New Jersey 08625-0230

Date: February, 2009

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LIST OF ATTACHMENTS

NOTE: RFP Cover Sheet is a separate download on the website titled “Signatory Page”

Download	SIGNATORY PAGE (Separate Download)
Attachment 1	Ownership Disclosure Form (Separate Download)
Attachment 1A	Disclosure of Investigation/Action Involving Bidder (Separate Download)
Attachment 2	Affirmative Action Supplement (Separate Download)
Attachment 3	McBride Principles Form (Separate Download)
Attachment 4	Source Disclosure Form (Separate Download)
Attachment 5	Bidder Information Form
Attachment 6	Bid Proposal Form must (include Sample Data Package)
Attachment 7	Price Schedules
Attachment 8	Personnel Position Identification and Certification Chart
Attachment 9	Standard Operation Procedures Certification Chart

LIST OF APPENDICES

Appendix 1	Standard Operating Procedures Manual
Appendix 2	Sample Data Package Evaluation Form
Appendix 3	Chain of Custody Forms
Appendix 4	Sample Shipping List Form
Appendix 5	A1A Form
Appendix 6	Expenditures Against Current Contract
Appendix 7	Frequency of Samples

1.0 PURPOSE, INTENT AND GENERAL GUIDELINES

The NJ Standard Terms & Conditions version 07/27/07 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

The purpose of this Request for Proposal (RFP) for Radiological Environmental Laboratory Services is to contract with a radiological environmental laboratory to perform analysis of samples collected from the ambient environment near Nuclear Generating Stations in New Jersey. It is the State's intent to award one contract that includes two tasks. Bidders must be able to perform both Task 1 and Task 2 analyses. That is, a laboratory cannot bid on one task and not the other. For the term of this contract, including any extensions, it is also the State's intent to contract with a truly independent radiological analytical laboratory for all of its environmental sample analyses. Therefore, any laboratory bidding on this contract shall not have an existing radiological environmental laboratory contract with either Exelon Nuclear or PSEG Nuclear to perform radiological environmental monitoring program (REMP) analyses in the State of New Jersey during the term of this contract, including any extensions.

The two tasks required for this contract are:

Task 1 – Non-Water Analysis

Task 2 – Water Analysis

For Task 1, non-water analysis, the awarded contractor must analyze all sample types including milk, air particulate filter, air particulate composite, air charcoal (iodine), soil, sediment (aquatic), fish/shellfish (aquatic biota), and vegetables. The laboratory must participate in a proficiency testing (PT) program specifically designed for the nuclear power industry for radiochemical and gamma spectroscopy analysis of environmental samples. The PT program should be comprised of all samples and media types where blinds are submitted for analysis and quality assurance on a quarterly basis that satisfies the requirements of the USNRC Reg. Guide 4.15, Revision 2, July 2007 and the ANSI (N42.22-1995). The required PT media are milk, air particulate filters, soil, sediment (aquatic), and vegetables. The awarded contractor must meet the program standards in all these media.

For analysis of soil/sediment samples, the awarded contractor should analyze these samples using the approved radioanalytical methods specified in the New Jersey Department of Environmental Protection's (NJDEP) Office of Quality Assurance (OQA) document entitled "Part III Analytical Testing Parameters", obtainable at: <http://www.nj.gov/dep/oqa/docs/part3.pdf>. The approved methods for soil/sediment samples are listed under Category SHW09, Solid and Hazardous Waste, Miscellaneous Parameters.

For Task 2, the water analysis, the awarded contractor must be certified by the NJDEP's Environmental Lab Certification Program (ELCP) or New Jersey accredited in the NELAP program as specified herein, including Iodine 131, Cesium 134 and 137, Cobalt 60, Zinc 65, Tritium and Strontium-89/90, at the time of at the time of submittal of the bid proposal. If a bidder has any question concerning NJDEP Environmental Laboratory Certification or NELAP Accreditation needed to perform analytical work, he should contact:

New Jersey Department of Environmental Protection
Office of Quality Assurance
9 Ewing Street
PO Box 424
Trenton, NJ 08625-0424
Telephone: (609) 292-3950

Bidders are required to analyze all the samples specified on the price schedule for the task bid. Subcontracting or joint ventures are not permitted under this contract. Nuclear power plant owner/operators, their corporate parents or subsidiaries are not permitted to bid on this contract. NJDEP personnel will perform the sample collection using NJDEP owned equipment, sample containers and shipment containers or will share a split of samples collected by the regulated utilities and have the NJDEP split of those samples analyzed via this contract. The cost of shipping samples to the laboratory and returning the shipment cases to NJDEP will be included in the cost of sample analysis.

The lowest priced responsive and responsible bidder will be awarded the prime contract for Task 1 and Task 2 analyses and the second lowest priced responsive and responsible bidder will be awarded the alternate contract. All engagements will be issued to the prime Contractor unless that Contractor is unable to perform.

The contract will begin on the date when the Director of the Division of Purchase and Property or her designee signs the final Notice of Term Contract Award and will continue for two years thereafter. This contract allows the State the option to extend the contract services for two additional years.

Corporations with multiple laboratory facilities must submit one bid encompassing all the laboratories under corporate control that will perform work under the contract. See Section 5.0 and Section 8.0 of this RFP for more information on multiple corporate laboratories.

2.0 BACKGROUND

The Bureau of Nuclear Engineering, within the New Jersey Department of Environmental Protection, operates and maintains an environmental surveillance and monitoring program for the four nuclear power generating stations in New Jersey. The New Jersey Radiation Accident Response Act authorizes and directs the department to... “develop and implement a comprehensive monitoring strategy which shall include, but not necessarily be limited to, the daily monitoring of levels of radioactivity in the environment” (N.J.S.A.26: 2D-43.g.).

The purpose of this environmental surveillance program is to monitor the various pathways by which people and the environment could be exposed to radiation. Samples are obtained for the determination of radioactivity in airborne and liquid effluent and in environmental samples such as crops, sediments/soils and fish. Samples are collected according to established time frames and submitted to a laboratory for analytical services.

The work covered under this contract is a rebid of a prior contract. That contract was entitled Radiological Laboratory Services, Contracts A61818 and A61819. That contract is comparable to this contract in scope of services.

3.0 DEFINITIONS

Addenda - If the State decides to revise this RFP, the State will issue the revisions to all bidders in documents called "addenda".

Accuracy – The nearness of a result of the mean (x) or a set of results to the true value. NJDEP assesses accuracy by means of proficiency samples and percent recoveries.

Aliquot – An aliquot is a portion of a sample set aside for the determination of a specific parameter or group of analytes by a given analytical method.

All-Inclusive Unit Price per Parameter – A unit price per each analytical parameter or group of parameters that shall incorporate all associated costs. Those costs include, but are not limited to, sample preparation, analysis, quality control, data deliverables, sample storage for one (1) year from the date of analysis, submission of all the required work as specified in Section 8.0 of this contract and final disposal of sample remnants.

Bidder - A person, partnership, corporation or joint venture, submitting a bid proposal for the purpose of obtaining a contract.

Bid Proposal - The submittal required during the bidding process. It includes a technical proposal, organizational proposal and price proposal.

Contract - The contract is the agreement between the State and the successful bidder that defines the performance of the work.

Contract Administrator - The NJDEP representative that provides central coordination for this contract.

Contract Compliance Screening (CCS) – NJDEP reserves the right to inspect all analytical data procured under the contract. CCS examines the Contractor's adherence to contract requirements throughout the data package delivered to the agency.

Contractor - A person, partnership or corporation that has a contractual agreement with the State of New Jersey.

Contract User - The operational unit or individual that has submitted a physical sample for analysis as per terms and conditions of this contract. For the purpose of this contract, all sample specific questions shall be directed to the Contract User.

Data Validation – A systematic process for reviewing a body of data against a set of criteria to provide assurance that the data are adequate for the intended use. Data validation consists of data editing, screening, checking, auditing, verifying, certifying and reviewing.

Deliverables - Items defined in the Scope of Work, Section 8.0, as products or proof of services rendered under this contract.

DRMR - Division of Remediation Management and Response.

Department - New Jersey Department of Environmental Protection (NJDEP).

Director - Director of the Division of Purchase and Property, Department of the Treasury, who by statutory authority is the contracting officer for the State of New Jersey.

Evaluation Committee - A committee established by the Director to review and evaluate bid proposals and to recommend a contract award. The committee for this RFP shall include representatives of the Departments of Environmental Protection and Treasury. There are three (3) voting members, two (2) representing the NJDEP and one (1) from the Department of Treasury.

Facsimile – An exact copy or reproduction of a document and/or form.

Invoice -State Payment Voucher form PV-393.

Issuing Office - Purchase Bureau, Division of Purchase and Property, Department of the Treasury.

Multiple Laboratories - Laboratories that are considered part of the Contractor's facilities that legally exist under the control of single or parent corporate entity.

NJDEP - New Jersey Department of Environmental Protection.

NJDEP Environmental Laboratory Certification – A certification to given by the NJDEP to environmental laboratories in accordance with N.J.A.C. 7:18-1.1 et. seq. entitled Regulations governing Laboratory Certification and Standards of Performance.

Precision – The measure of agreement of reproducibility of a set of replicate results among themselves without assumption of any prior information as to the true result.

Procurement Specialist - A Purchase Bureau representative responsible for obtaining goods and services for State agencies.

Project – All tasks and Contractor responsibilities delineated in the RFP.

Purchase Bureau - A unit within the NJ Department of Treasury, Division of Purchase and Property with the responsibility for issuing bid documents and recommending awardees for the procurement of goods and services for State agencies.

Raw Data – Data that includes, but is not limited to, any and all entries made in logs, logbooks and notebooks, and /or analytical data (chromatograms, printouts, etc.) produced prior to any calculation or evaluation by an analyst.

Reagent Blank Analysis – An analysis of analyte free water that has either been extracted according to the method of analysis or analyzed directly according to the method of analysis.

Rejected Data – Data that has failed the quality assurance review conducted by the NJDEP or its designated Contractor.

Replicate Analysis – a replicate analysis is the separate analysis of two distinct aliquots taken from a single sample.

Request for Proposal (RFP) - Procurement document issued by an agency for examination by the public that specifies all elements required for a laboratory to submit a bid to perform work as specified in that document.

Sample – the material removed from a given location at given time.

Sample Sets – a group of samples submitted at one time for analysis that pertains to a specific monitoring project.

Section- A part of the RFP written by the State of New Jersey.

Signature Certification – A process where the individual signs his/her full name to his/her work. The work is then reviewed by another qualified individual or supervisor and signed in the same manner by that individual that attests to the authenticity of the work. This applies to all data, notebooks, run/injection logs and printouts not stored in an electronic format.

State - Director, Division of Purchase and Property, Department of the Treasury or her designee, acting for the NJDEP under statutory authority as contracting officer for the State of New Jersey.

Scope of Work (SOW) - A component of an RFP that describes the work the Contractor is to perform under the awarded contract.

Total Bid Price - The sum of the bid prices provided by the bidder on the Price Schedules for a task.

Unit Price – A price per specified unit of measure for individual line items bid on the Price Schedules that shall incorporate all associated costs.

USEPA – United States Environmental Protection Agency.

Using Agency - Instrumentality of government using the service furnished by the Contractor. In this instance, the primary using agency is the NJDEP. The individual agency, office or bureau that engages the Contractor is referred to as the Contract User.

4.0 BIDDING PROCEDURES

This RFP is being issued by the Purchase Bureau, Division of Purchase and Property on behalf of the Department of Environmental Protection. The RFP is part of a competitive bidding process which is governed by statutory law, see N.J.S.A. 52:34-6 et seq., by regulations, see N.J.A.C. 17:12-1 et seq., and by decisions of the courts. The procedures and submissions required herein are necessary to comply with the bidding laws and other laws applicable to this purchase, and to ensure a full, fair and informed competition and contract award. Read the instructions in this RFP carefully. Failure to comply with the mandatory requirements of the RFP will result in bid proposal rejection.

4.1 BIDDING STAGES

There are two stages in the bidding process for this contract.

The stages are:

Electronic Question Period
Submission of Bid Proposal

4.1.1 ELECTRONIC QUESTION PERIOD

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the page number and section number to which it relates.

Bidders are not to contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet and below. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date

All questions must be emailed to the Purchase Bureau procurement specialist by the time and date designated below:

February 26, 2009
Close of Business (5:00 PM)

Frank.Kuzniacki@dep.state.nj.us

Telefax number: (609) 292-4401

The Purchase Bureau will also accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>

4.1.2 ADDENDA: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

<http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml>.

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

4.1.3 SUBMISSION OF BID PROPOSAL

As discussed in RFP Section 5.0 below, the bid proposal must include the bidder's proposed prices, and any information required by the State for this contract.

A. In order to be considered for award, the bid proposal and all required attachments and information must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. Any bid not received on time at the right place will be rejected. The location, date and time are:

Date: March 12, 2009

Time: 2:00 PM

Location: Bid Receiving Room - 9th Floor
Purchase Bureau
Division of Purchase and Property
Department of Treasury
33 West State Street, P.O. Box 230
Trenton, New Jersey 08625-0230

Bids will be publicly opened at this time. Thereafter, the bidders' submissions will be available for public inspection, and the bidders' qualifications and bids will be evaluated for award by the State.

Directions to the Purchase Bureau can be found at the following web address:
<http://www.state.nj.us/treasury/purchase/directions.htm>.

Note: Bidders using USPS Regular or Express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.

4.2 RFP AND BID PROCEDURES

The following procedures apply to this RFP.

4.2.1 QUESTIONS, EXCEPTIONS AND ANSWERS

If bidders have any questions about or objections to the RFP, the Purchase Bureau, Division of Purchase and Property will respond to questions and exceptions posed in writing prior to the question cut-off date. Any objection to the RFP must be raised prior to the bid opening or else be forever waived. Unless the Division expressly accepts an objection in a written addendum to the RFP, the objection shall be deemed rejected and the original provisions of the RFP shall be deemed controlling.

Answers to questions will be given as an addendum to the RFP. Answers that are documented in an addendum will be binding on vendors and the State unless subsequently modified by the Purchase Bureau

in writing. Any oral explanations or instructions not covered by an addendum shall not be binding on the State.

4.2.2 INVESTIGATION AND SUPPLEMENTAL INQUIRIES REGARDING BIDDER QUALIFICATIONS AND RESPONSIBILITY

In addition to the information supplied with a proposal, the Director of the Division of Purchase and Property may seek supplemental information or make supplemental inquiries to the qualifications and responsibility of a bidder and to the accuracy or adequacy of information supplied by a bidder. The bidder shall cooperate with these inquiries and shall supply any information and site access required by the Director.

In submitting a bid proposal, the bidder consents to investigation by the Director or, at the Director's request, the Attorney General to determine whether the bidder is sufficiently responsible to undertake the work hereunder. The bidder consents to the use and consideration by the Director for these purposes of any pertinent information which may be derived from the investigatory arm of any state or federal governmental agency including but not limited to, any information pertaining to the bidder's criminal history.

4.2.3 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. Because the State proposes to negotiate and/or pursue a Best and Final Offer, bid proposals will not be made public until the Letter of Intent to Award is issued.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

4.2.4 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

4.2.5 BID ERRORS

In accordance with N.J.A.C. 17:12-1.22, "Bid Errors," a bidder may withdraw its bid as follows:

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the Supervisor of the Business Unit. If the request is granted, the bidder may submit a

revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. Note: a PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Administration Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

All bid withdrawal requests must include the bid identification number and the final bid opening date and sent to the following address:

Department of the Treasury
Purchase Bureau, PO Box 230
33 West State Street – 9th Floor
Trenton, New Jersey 08625-0230
Attention: Supervisor, Business Unit

If during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the Director may seek clarification from the bidder to ascertain the true intent of the bid.

4.2.6 MANDATORY REQUIREMENTS AND MINOR FORMALITIES

In order for a bid proposal to be considered responsive to this RFP, the bidder must comply with all of the mandatory procedures and requirements of the RFP and must agree to all of the material terms and conditions contained in the RFP. Failure to do so will result in bid proposal rejection. These mandatory requirements include, but are not limited to, the grounds for automatic bid rejection listed in the rules of the Division of Purchase and Property, N.J.A.C. 17:12-2.5, such as:

- Failure to sign the bid proposal,
- Failure to submit bid proposal on time,
- Submission of bid proposal in pencil,
- Failure to initial price alterations,
- Inclusion of Cash on Delivery term in bid proposal.

However, pursuant to N.J.A.C. 17:12-2.4 and depending on the circumstances, the Director may determine to waive any minor deviation from the RFP and/or any deviation from a minor formality which does not affect the integrity of the bidding process or materially affect the contract which the State seeks through this RFP.

4.2.7 RFP REQUIREMENTS, REQUESTS AND RESPONSES

This RFP contains certain requirements, certain expectations and certain requests for goods, services and information. Unless the context clearly indicates otherwise, the RFP will be subject to the following interpretations and applications:

1. The failure to comply with any provision which is preceded by "shall," "must" or "is required" may result in rejection of the bid as non-responsive if the provision is deemed a material deviation from the bidding specifications.
2. Any provision preceded by "should" or "is expected" is directory. As such, failure to comply with the provision will be considered negatively when evaluating the quality of the bid and when combined with other minor deviations may result in rejection of the bid as non-responsive.
3. Any provision which is preceded by "is requested" is precatory. As such, the provision indicates something that is desired by the State and for which a bidder will be given favorable consideration in the evaluation of bids. However, a bid will not be penalized for failing to provide an item which is merely requested.
4. The Director may waive any bidding specification which does not affect the integrity of the bidding process or materially affect the contract which the State seeks through this RFP

4.2.8 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

5.0 BID PROPOSAL PREPARATION AND SUBMISSION

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its bid proposal.

Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the world wide web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web pages change.

5.1 GENERAL INSTRUCTIONS FOR BID PROPOSAL

The following instructions apply to all bid proposals:

A. SIGNATURE OF BID PROPOSAL

The Bid Form must be signed by an authorized person and submitted with the Bid Proposal. The RFP's Signatory Sheet is provided for this purpose. The signature must be an original in ink. Typed, stamped or penciled signatures are not acceptable.

If the bidding entity is a corporation the bid proposal must be signed by a person authorized to sign on behalf of the corporation and be accompanied by a corporate resolution authorizing the individual signing the bid proposal to enter into contractual agreements on behalf of the corporation. The corporate resolution must specify the identification number of this RFP and the state of incorporation and must be affixed with the corporate seal.

Note that a signature on a Stockholders Disclosure Form or any other attachment is not sufficient.

UNSIGNED BID PROPOSALS AND BID PROPOSALS NOT PROPERLY SIGNED WILL BE REJECTED.

B. PRICE ALTERATIONS

Any modification or correction (including a white out) on the face of a bid of a unit price or lump sum price which has already typed or written into the bid proposal must be initialed in ink by the person signing the bid proposal or else that price will be disqualified from consideration and, if the price is critical to the bid proposal, the bid proposal will be rejected.

C. LITERATURE AND BID INFORMATION

When the RFP requires price lists, product literature or other information, this material must be submitted concurrently with the bid proposal in order to be considered as part of the bid proposal. If submitted after the bid proposal opening deadline, such information will be rejected and will not be evaluated with the bid proposal.

D. DISCOUNTS

Bidders are encouraged to offer cash discounts based on expedited payment by the State. Although the State hopes to take advantage of discounts, they will not be considered in determining the lowest bid. Discount periods shall be calculated from the date that the recipient State agency has both accepted the goods or services and received a properly signed and executed State Payment Voucher Form.

E. BID DISCREPANCIES

In evaluating bids, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures.

5.2 BID PROPOSAL PREPARATION

In order for a bid proposal to be considered responsive, a bidder must agree to perform the Scope of Work described in this RFP, agree to the terms and conditions provided in this RFP, complete the attachments provided with this RFP or their equivalent, and provide the information as required below. Bidders are advised to read the entire RFP and any addenda subsequently issued by the Issuing Office before preparing and submitting their bid proposals.

5.2.1 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

5.2.2 FINANCIAL CAPABILITY OF THE BIDDER

In order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit certified financial statements to include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

If the information is not supplied with the bid proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

A bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. Bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the Bid Proposal. The State reserves the right to make the determination to accept the assertion and shall so advise the bidder

5.3 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page

Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration.**

THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.

5.4 CONTENTS OF BID PROPOSAL

As evidence of the bidder's qualifications and responsibility to perform the work required by this RFP, the bidder must submit a package of information which should include at least the following items, copies of which are either included as Attachments to this RFP or to be supplied by the bidder in separate format. One clearly marked original and four (4) copies should be submitted).

PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

The bidder may go to www.nj.gov/njbgs to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage

5.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

Corporations with multiple laboratory facilities are required to provide a single bid proposal to the State. The actual analytical services may be performed at various multiple facilities controlled by the parent company. The intent of this is to simplify not only the bidding process for these corporate laboratories, but to simplify the engagement process after award of contract.

A. SIGNATORY PAGE (Separate Download)

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage. This form must be downloaded separately from the RFP and other attachments.

The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

B. OWNERSHIP DISCLOSURE FORM - ATTACHMENT #1 & 1A (Separate Download)

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be

received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract. The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage.

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage.

C. AFFIRMATIVE ACTION SUPPLEMENT– ATTACHMENT #2 (Separate Download)

The bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage:

D. CERTIFICATION OF COMPLIANCE WITH MACBRIDE PRINCIPLES AND NORTHERN IRELAND ACT OF 1989 – ATTACHMENT #3 (Separate Download)

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:

E. SOURCE DISCLOSURE FORM – ATTACHMENT #4 (Separate Download)

Pursuant to N.J.S.A. 52:34-13.2, the bidder is required to submit with its bid proposal a completed source disclosure form. The Services Source Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage. Refer to section 7.0 of this RFP.

F. BIDDER INFORMATION FORM – ATTACHMENT #5

The bidder must complete all required information requested on the Bidder Information Form.

G. BID PROPOSAL FORM – ATTACHMENT #6

Provide the information requested in the Bid Proposal Form. Attachment #6 is provided for this purpose. Attach to this form the following:

INDICATES PARTICIPATION IN A PROFICIENCY TESTING (PT) PROGRAM - All bidders in order to be responsive to this RFP must participate in a proficiency testing (PT) program specifically designed for the nuclear power industry for radiochemical and gamma spectroscopy analysis of environmental samples. This program should be comprised of all samples and media types where blinds are submitted for analysis and quality assurance on a quarterly basis and satisfies the requirements of the U.S. Nuclear Regulatory Commission (NRC) Regulatory Guide 4.15, Revision 2, July 2007 and the ANSI (N42.22-1995). The required PT media are milk, air particulate filters, soil, sediment (aquatic), and vegetables. The awarded contractor must meet the program standards in all these media.

SAMPLE DATA PACKAGE – All Bidders must submit a sample data package that provides all the information as provided in the Sample Data Package Evaluation Form shown in Appendix 2 to this RFP. The Sample Data Package must show a full analysis of samples as required by this RFP as shown in the Price Schedules (Attachment 7) for the task(s). For each of the media, the sample must be analyzed for all the parameters specified on the Price Schedule using the methods specified on the Price Schedule and in the Scope of Work. This includes duplicate and blank QA/QC data that normally accompanies a data package.

For example, the sample data package for Task 1 (non-water analysis) must provide an analysis of milk. The analysis of milk must include Iodine-131 and Strontium 89/90 using the radiochemical method, and milk for Iodine-131, Potassium-40, Cesium 137, Barium 140/Lanthium using the gamma isotopic method and so on for all of the other Task 1 media and parameters.

The Sample Data Package will be evaluated using Appendix 2. Failure to submit a Sample Data Package compliant with these requirements will be cause for rejection of the entire bid.

Multiple Laboratory Bidders must submit only one Sample Data Package that represents the work of all the laboratories in the corporation. Multiple Laboratory Bidders may not submit multiple sample data packages. For example, a Multiple Laboratory Bidder may submit a Sample Data Package where the entire Task 1 Data Package was prepared by one laboratory and where the Task 2 Sample Data Package was prepared by another laboratory.

REQUIREMENTS FOR THE SAMPLE DATA PACKAGE

All analytical data packages submitted for the bid proposal must be in compliance with all requirements of this RFP, including External and Internal Chain of Custodies.

The Sample Data Package must be in the general format provided in the example shown in Appendix 2 of this RFP.

The laboratory is encouraged to use its own equipment computer-generated formats for this RFP.

If the laboratory data package submission or a portion of this data package submission fails to meet the technical requirements of the RFP or of a particular grouping the bid will be rejected. The State shall not provide the bidder with an opportunity to correct deficiencies or to resubmit a corrected data package after the initial submission.

An original and one (1) single sided copy (hardcopy or PDF version on a CD-ROM) of the sample data package must be submitted.

A written summary of the required reporting forms are provided in Appendix 6. Copies of Forms A1A are provided in Appendix 5.

Multiple Laboratory Bidders may only submit one Sample Data Package covering all laboratories.

The sample must be analyzed for all methods specified and those fractions must be reported in the Sample Data Package,

Two types of samples are acceptable for submittal in the SAMPLE data package:

- 1) A real environmental sample collected with the sole purpose of submitting the analytical data package for this RFP. The External Chain of Custody and the Case Narrative must clearly state that this sample is collected for the purpose of submitting an example data package.

- 2) Analytical data generated from previous sampling events. If the data were not generated for NJDEP, only the client's name can be blackened or whited out. The actual laboratory and field identification number must not be eliminated. In this case, the original Chain of Custody (both External and Internal) must be submitted with the data. In addition, if during the generation of this data package the NJDEP Chain of Custody was not utilized, the laboratory must fill in the NJDEP Chain of Custody Forms to show how it would have been completed as part of the example and submit it with the data package.

NOTE: The sample data submitted from previous sampling events must be analyzed in accordance with the methods required by this RFP

REQUIRED ENVIRONMENTAL LABORATORY CERTIFICATIONS/ACCREDITATIONS

Each bidder must indicate on the bid proposal form which laboratories will be performing work and which tasks are associated with each laboratory. At the time of the bid opening, the indicated laboratories must have the following NJDEP Environmental Laboratory Certifications or New Jersey Primary NELAP Accreditations or New Jersey Secondary NELAP Accreditations for each task bid as specified below:

For Task 2 - Water Analysis, bidders are required to hold either NJDEP Environmental Laboratory Certification (ELCP) or New Jersey NELAP Accreditation for all the parameters and methods where certification is required herein, including Iodine-131, Cesium-134 and 137, Cobalt-60, Zinc-65, Tritium, and Strontium-89/90. Bidders that do not hold all the certifications in Task 2 will be considered non-responsive.

NJDEP issues Environmental Laboratory Certification under the authority of the "Regulations Governing the Certification of Laboratories and Environmental Measurements", N.J.A.C. 7:18. This certification can be through our New Jersey Laboratory Certification Program or the National Environmental Laboratory Accreditation Conference Standards incorporated into N.J.A.C. 7:18. NJDEP also issues NJDEP Primary NELAP Accreditation and NJDEP Secondary NELAP Accreditation for Environmental Laboratories and these accreditations may be substituted for NJDEP Environmental Laboratory Certifications. If a bidder has any question concerning NJDEP Environmental Laboratory Certification or NELAP Accreditation needed to perform analytical work, he should contact:

New Jersey Department of Environmental Protection
Office of Quality Assurance
9 Ewing Street
PO Box 424
Trenton, NJ 08625-0424
Telephone: (609) 292-3950

Bidders are advised that environmental laboratory certification or NELAP primary or secondary accreditation issued by another State will not satisfy the environmental laboratory certifications/accreditations specified herein. At the time of Bid Proposal, Bidders will satisfy the laboratory certification/accreditation requirements if its laboratory (or in the case of a-Multiple Laboratory Bidder, laboratories) holds a mix of the following:

- a. NJDEP Environmental Laboratory Certification
- b. NJDEP Primary NELAP Accreditation
- c. NJDEP Secondary NELAP Accreditation

H. PRICE PROPOSAL – ATTACHMENT #7

The Price Schedules in Attachment #7 are provided for this purpose. .

If the Bidder puts a zero (0) on an item in the price schedule, the State conclusively deems that price to be zero and that the Bidder is offering the item to the State at no cost. Any other notations, such as "N/A" or a blank unit price will be interpreted as an item which the Contractor cannot supply or deliver and therefore, may result in the proposal being determined to be non-responsive.

The bidder must fully complete and submit all relevant price schedules contained in Attachment #7 for the tasks proposed by the bidder or the bid will be deemed non-responsive. The bidder should also review RFP Section 6.10 (Prices and Payments) before completing the price schedules.

Multiple Laboratory Bidders with more than one laboratory bidding on this contract shall submit ONLY ONE (1) SET of Price Schedules. The price bid will apply to all of the laboratories performing analysis within a task utilized by the parent company for the analytical services covered by a task. Submittal of multiple sets of Price Schedules will result in the bid being considered non-responsive to the bid submission requirements.

BID PRICE REQUIREMENTS

The Bidder must provide a unit price for each and every line item on the Price Schedule. To obtain the total price for each line item, multiply the unit price by the estimated quantities provided for each line item. The resultant line item totals are added to obtain the Total Bid Price for each task.

The Bidder's prices shall be based on the analytical methodology specified in the Price Schedules and explained in the Scope of Work.

The bidder's price per sample is an ALL INCLUSIVE PRICE and shall incorporate all associated costs which include but not limited to: all aspects of sample shipment, sample analysis, data report preparation, data report submission, sample storage, return shipment of the shipment cases and disposal of sample remnants. In addition, the price must include all quality controls, required by the analytical method or the protocol and the RFP. The price must include the cost for preparation of one additional data package if required by the State. Refer to the SCOPE OF WORK for all additional information. Costs included for sample shipment are for standard uninsured shipment only by common carrier.

NOTE: Any Unit Price clarification, exceptions or modifications submitted with the bid package may result in the bid being considered non-responsive to the RFP, resulting in rejection of the entire bid.

Prices submitted will be firm for the entire term of the contract.

Failure to provide a unit price for any of the line items shall result in a determination that the bid is non-responsive to the bid submission requirements.

I. PERSONNEL POSITION IDENTIFICATION AND CERTIFICATION CHART – ATTACHMENT #8

Post Award Submission to be completed by successful bidder only. Do not submit with bid proposal.

J. STANDARD OPERATION PROCEDURES CERTIFICATION CHART – ATTACHMENT #9

Post Award Submission to be completed by successful bidder only. Do not submit with bid proposal.

TO BE SUBMITTED BY BIDDER IN THEIR OWN FORMAT:

1. LOCATION

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.

2. CONTRACT SPECIFIC ORGANIZATION CHART

The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including sub-vendor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

3. ORGANIZATION CHART OF ENTIRE FIRM

The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the bidder's overall organizational structure.

5.4.2 PERSONNEL AND QUALIFICATIONS

A. RESUMES

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should include the following:

1. Clearly identify the individual's previous experience in completing similar contracts.
2. Beginning and ending dates should be provided for each similar contract.
3. A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP.
4. With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and telephone number.

6.0 GENERAL TERMS AND CONDITIONS FOR BIDS AND CONTRACTS

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the Contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 07/27/0.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the NJ Standard Terms and Conditions version 07/27/07, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

6.1 AFFIRMATIONS

In signing and submitting a response to this RFP, the bidder hereby makes the following affirmations which apply to the bid submissions and to any contract issued hereunder.

6.1.1 RFP OBLIGATIONS

The bidder hereby warrants that it has received and read the RFP and all addenda thereto. The bidder warrants that it understands the requirements of the work required by the State. The bidder warrants that the information contained in its bid submission is truthful and accurate and that it is capable and willing to accept a contract arising from this RFP. The bidder warrants that it has the capabilities and credentials required by the RFP and stated in the qualifications submission. The bidder warrants that it will faithfully perform the work required by this RFP and will abide by the terms, conditions and other requirements of this RFP.

6.1.2 EPA REQUIREMENTS

The bidder understands that work under this Contract may now or in the future be funded in whole or in part by the Federal Environmental Protection Agency (EPA) pursuant to an assistance agreement with the State. As such, the bidder agrees that its responsibilities hereunder shall be performed consistent with any EPA requirements for work funded by the EPA and that all applicable EPA standards of performance for work of this type are hereby incorporated by reference.

6.1.3 RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the Contractor. The Contractor shall have sole responsibility for all payments due any subcontractor.

The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the Contractor's performance of this contract.

6.1.4 COVENANT OF NON-COLLUSION

A. Pursuant to N.J.S.A. 52:34-19 and consistent with Executive Order No. 189 (1988), the Contractor does hereby warrant and represent that this Contract has not been solicited, secured, or prepared directly or indirectly, in manner contrary to the laws and regulations of the State OF NEW JERSEY and that said laws and regulations have not been violated and shall not be violated as they relate to the procurement or the performance of the Contract by any conduct as described below, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any State employee, officer or official.

B. In connection with this contract, the Contractor shall not pay, offer to pay, or agree to pay, either directly or indirectly, in connection with this contract, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and c., in the Department of Treasury or by the Department of Environmental Protection or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

C. The Contractor shall report in writing to the Attorney General and the Executive Commission on Ethical Standards the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any other State vendor.

D. The Contractor shall not influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in its official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

E. The Contractor shall not cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, its official position to secure unwarranted privileges or advantages for the Contractor or any other person.

6.1.5 COVENANT AGAINST CONTINGENT FEES

The bidder warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bonafide employees or bonafide established commercial or selling agencies maintained by the bidder for the purpose of securing business.

6.1.6 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT

N.J.S.A. 10:5-33 requires that:

"During the performance of this contract, the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

The Contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment."

6.1.7 PREVAILING WAGE

A. New Jersey Prevailing Wage Act P.L. 1963, Chapter 150 (NJSA 34:11056.2 et seq.) is made part of every contract entered into by the State where applicable. The Bidder's signature on the Bid is its guarantee that neither it nor any subcontractors it might employ to perform the work covered by this Bid are listed or are on record in the Office of the Commissioner of the Department of Labor as one who failed to pay prevailing wages in accordance with the provisions of this Act. The Contractor also agrees to comply with the Wage Act, Copeland Act and the Contract Work Hours and Wages Act, as stated in 29 CFR Parts 3, 4 and 5.

B. The Contractor also agrees that if any conflict exists between the wage requirement of the New Jersey Prevailing Wage Act and Section 9604(g) (1) and the Federal requirements, the Contractor must comply with the higher of the two wage requirements when both requirements are applicable.

6.1.8 CLEAN AIR AND WATER CERTIFICATION

The Contractor warrants that it is currently in compliance and shall continue in compliance for the term of this Contract with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (b)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, the USEPA Regulations (40 CFR, Part 15) and the Resource Conservation and Recovery Act (RCRA) 42 U.S.C. 6901, Subtitle C of October 21, 1976, 40 CFR, Parts 260 through 267 and 121 through 124 promulgated November 19, 1980.

6.1.9 FIRM PRICES

The bidder agrees to hold the bid prices firm for at least ninety (90) days following the bid opening date to allow the STATE to evaluate its bid and make an award. If awarded a Contract, the CONTRACTOR agrees not to raise the bid prices for the duration of the Contract, except as allowed in the contract.

6.1.10 ONGOING OBLIGATION TO FURNISH REQUIRED INFORMATION

The bidder warrants that it will provide the information and items necessary, fulfill the preconditions for execution of a contract hereunder and will immediately inform the Director of any material changes in the information submitted in its bid response to this RFP. Failure to do so will be considered a material breach of Contract.

6.2 CONTRACT INTERPRETATION AND ADMINISTRATION

In signing and submitting a bid proposal under this RFP, the bidder hereby agrees that the following provisions apply to the interpretation and administration of its bid and any contract hereunder.

6.2.1 LAW GOVERNING CONTRACT

It is agreed and understood that any contract awarded as a result of this RFP shall be governed and construed, and the rights and obligations of the parties hereto shall be determined, in accordance with the laws of the State of New Jersey including but not limited to the Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

6.2.2 FEDERAL REGULATIONS

It is agreed and understood that, as work under this Contract may be eligible for Federal EPA funding assistance, all Federal regulations applicable to this work, at the time of any engagement, including those found at 40 CFR 35.6610, shall apply to this Contract and supersede any conflicting provisions of this RFP, the Contractor's bid proposal or any formal contract documents.

6.2.3 CONTRACT PARTIES

The parties to this contract are the Contractor and the State of New Jersey. Although this Contract may be funded wholly or in part with funds from the Federal Environmental Protection Agency, neither the United States nor any of its departments, agencies or employees, is, or will be, considered a party to this contract.

6.2.4 REMEDIES

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

In the event that the Contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting Contractor's price either being deducted from any monies due the defaulting Contractor or being an obligation owed the State by the defaulting Contractor.

6.2.5 CONFLICT OF TERMS

In case of a conflict of terms, the order of priority in interpreting the Contract Documents shall be: (1) the formal Contract Document signed by the State and the Contractor which memorializes the agreement between the State and the Contractor; (2) The RFP and all addenda thereto; (3) The Contractor's response to the RFP. Unless the formal contract document expressly accepts any deviation from, exceptions to or alterations of the RFP's provisions, any deviations, exceptions or alterations contained in the Contractor's response to the RFP shall not be considered part of the contract and the RFP's provisions shall be deemed controlling.

6.2.6 COMPUTATION OF TIME

When the RFP or Contract refers to a period of time in terms of days, the day of the act or event from which the designated period begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday or legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, Sunday nor legal holiday. In computing a period of time of less than seven days, Saturday, Sunday and legal holidays shall be excluded.

6.2.7 AVAILABILITY OF FUNDS

The State's obligation hereunder is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of the State for the payment of any money shall arise unless until funds are made available each year by the Legislature.

6.3 LICENSES, PERMITS AND CERTIFICATES

6.3.1 MAINTENANCE OF LICENSES

In signing and submitting a bid proposal, the bidder warrants that it has and shall maintain, during the term of this Contract, all licenses, certifications, authorizations, or any documents required by the Federal government, State government, County and Municipal governments, and international authorities, wherever necessary, to perform this Contract.

6.3.2 ADVERSE NOTIFICATION

The Contractor shall promptly notify the State of any disciplinary action or change in the status with regard to any license, permit or other authorization required by law or this RFP.

6.3.3 NON-COMPLIANCE WITH LABORATORY STANDARDS

6.3.3.1 TASK 1, NON-WATER ANALYSIS, LABORATORY STANDARDS

Throughout the duration of the contract, the Contractor must participate in a proficiency testing (PT) program specifically designed for the nuclear power industry for radiochemical and gamma spectroscopy analysis of environmental samples. This program should be comprised of all samples and media types where blinds are submitted for analysis and quality assurance on a quarterly basis and satisfies the requirements of the USNRC Reg. Guide 4.15, Revision 2, July 2007 and the ANSI (N42.22-1995). The required PT media are milk, air particulate filters, soil, sediment (aquatic), and vegetation. The awarded contractor must meet the program standards in all these media.

For Task 1 analysis of soil/sediment samples, the awarded contractor should analyze these samples using the approved radioanalytical methods specified in the New Jersey Department of Environmental Protection's (NJDEP) Office of Quality Assurance (OQA) document entitled "Part III Analytical Testing Parameters", obtainable at: <http://www.nj.gov/dep/oqa/docs/part3.pdf>. The approved methods for soil/sediment samples are listed under Category SHW09, Solid and Hazardous Waste, Miscellaneous Parameters.

6.3.3.2 TASK 2, WATER ANALYSIS, ADDITIONAL LABORATORY STANDARD

Throughout the duration of the contract, the laboratory of any Contractor or subcontractor providing laboratory Task 2, Water analysis services pursuant to this contract should continuously be in compliance with the standards for laboratory certification. For any Task 2 analysis for which a laboratory or subcontractor is used, that laboratory must comply with NJAC 7:18, the Regulations Governing the Certification of Laboratories and Environmental Measurements. If the State becomes aware, either through inspections or another source of information, that the Contractor or its subcontractors is not in compliance with said standards, such non-compliance shall be sufficient grounds to permit the State to decline engagement of the Contractor.

A. LABORATORY CERTIFICATION FOR TASK 2

In accordance with NJDEP regulations as published in the New Jersey Administrative Code 7:18 (N.J.A.C. 7:18), the laboratory that analyzes samples collected under this contract Task 2 must be certified by the New Jersey Environmental Laboratory Certification Program. The radiological

parameters requiring certifications and accreditations that relate to this contract are specified in the Scope of Work.

The following is an excerpt from N.J.A.C. 7:18-1.4(a) through (e).

- a) A laboratory may request certification in the New Jersey Environmental Laboratory Certification Program (NJ-ELCP) pursuant to N.J.A.C. 7:18 or in the New Jersey National Environmental Lab Accreditation Program (NJ-NELAP) pursuant to the National Environmental Laboratory Accreditation Conference (NELAC) standards, incorporated herein by reference at N.J.A.C. 7:18-1.5(d).
 - 1) A laboratory shall not apply for or maintain simultaneous certification in the NJ-ELCP and NJ-NELAC.
 - 2) A laboratory which has obtained NJ-NELAP certification shall comply with all sampling, enforcement and data submittal requirements as established by N.J.A.C. 7:18 pursuant to the statutes specified at N.J.A.C. 7:18-1.1(c).
- (b) A laboratory that analyzes samples for the purpose of establishing compliance with any regulatory program shall obtain and maintain certification as a certified environmental laboratory in accordance with this chapter. An analysis performed by a laboratory that is not a certified environmental laboratory does not establish compliance with any regulatory program.
- (c) When analyzing regulatory samples, a certified environmental laboratory shall perform only those methods for which it has received certification or has received approval to use as alternate test procedures (ATPs) pursuant to N.J.A.C. 7:18-2.20. The certified environmental laboratory shall analyze only those parameters that are included in a valid annual certified parameter list (ACPL) issued pursuant to N.J.A.C. 7:18-2.6(b).
- (d) The Department-Sanctioned Analytical Methods (DSAMs) are the methods approved for use by certified environmental laboratories. The designation of a method as a DSAM is described in N.J.A.C. 7:18-2.21.
- (e) Under N.J.A.C. 7:18-2.6(b), a certified environmental laboratory will receive a certificate and an Annual Certified Parameter List (ACPL) from the Department. The certified environmental laboratory shall conspicuously display these documents in a location on its premises visible to the public.

B. NELAP ACCREDITATION FOR TASK 2, WATER ANALYSIS

NJDEP is an accreditation body in the National Environmental Laboratory Accreditation Program (NELAP). NELAP is a voluntary mechanism for participating States to cross recognize each other's laboratory certifications. The laboratory certification requirements may be satisfied by laboratories holding a mix of the following environmental laboratory certifications/accreditations as follows:

- a. NJDEP Environmental Laboratory Certification, or
- b. NJDEP Primary NELAP Accreditation, or
- c. NJDEP Secondary NELAP Accreditation.

At no time will laboratory certification or NELAP accreditation in another State alone satisfy the laboratory certification requirements of this contract. Laboratories holding certification or NELAP Accreditation in other States must apply to the NJDEP for NJDEP Secondary NELAP Accreditation, complete an application form, pay a fee and have the NJDEP Secondary NELAP Accreditation

application approved. Questions regarding laboratory certification and accreditation will be answered by the NJDEP Office of Quality Assurance at:

NJDEP Office of Quality Assurance
PO Box 424
Trenton, NJ 08625-0424
Phone Number: 609-292-3950

2. Methodology Changes and Added Parameters

- a) If during the course of the contract period NJDEP decides to change a required methodology or decides to add new parameters and methodologies, the Contractor shall be notified and shall be allowed to make an equitable adjustment to their price. The mechanism for enacting such changes to the Unit Prices shall be as follows:
- b) All NJDEP Offices, Bureaus and Divisions shall communicate their need for changed methodologies or new parameters to the NJDEP Contract Administrator.
- c) The NJDEP Contract Administrator will communicate the needed change to all NJDEP Contract Users and the Purchase Bureau in the Treasury Department. He shall also notify all affected Contractors in writing of the needed change in methodology or added parameters. Contractors will be allowed at least two (2) weeks to provide pricing for the new methodologies and/or parameters.
- d) Following receipt of responses from the Contractors, the Contract Administrator shall transmit a request to add the new pricing too the Department of Treasury, Purchase Bureau. Following Purchase Bureau approval, the Contract Administrator shall notify all users and the Contractors that the new unit prices are in effect for the duration of the contract.
- e) This procedure shall be used only to change analytical methodologies or to add new parameters and analytical methodologies. This section shall not be used to change the basic Scope of Work or add new types of work to the Term Contract.
- f) Once the new parameters of changed methodologies are added to the contract, they shall be considered in engagement procedures specified in Section 9.0.

6.4 LIABILITY, INSURANCE AND SECURITY

In signing and submitting a bid proposal, the bidder warrants that it accepts the following liability and insurance provisions for this Contract.

6.4.1 COPYRIGHT AND PATENT LIABILITY

Section 2.1 of the NJ Standard Terms and Conditions version 07/27/07 is deleted and replaced with the following:

2.1 Patent and Copyright Indemnity

a) The Contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract.

b) The State of New Jersey agrees: (1) to promptly notify the Contractor in writing of such claim or suit; (2) that the Contractor shall have control of the defense of settlement of such claim or suit; and (3) to cooperate with the Contractor in the defense of such claim or suit, to the extent that the interests of the Contractor and the State are consistent.

c) In the event of such claim or suit, the Contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

6.4.2 INDEMNIFICATION BY THE CONTRACTOR

Section 2.2 of the NJ Standard Terms and Conditions version 07/27/07, is deleted and replaced with the following:

The Contractor shall defend, indemnify, protect and save harmless the State, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or alleged to arise out of any act, error or omission in the performance of this Contract resulting from the negligence, gross negligence, willful misconduct, intentional tort, fraud, bad faith, or criminal behavior of the Contractor, its agents, servants, employees and subcontractors. The Contractor shall, at its own expense, appear, defend and pay all charges for attorneys and all costs and other expenses arising from such suit or claim incurred in connection therewith. If any judgment shall be rendered against the State for which indemnification is provided under this paragraph, the Contractor shall, at its own expense, satisfy and discharge the same.

The State shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor, along with full and complete particulars of the claim. If the suit is brought against the State or any of its agents, servants, and employees, the State shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by the State or its representatives.

It is expressly agreed and understood that any approval by the State of services performed and/or reports, plans or specifications provided by the Contractor shall not operate to limit the obligations of the Contractor assumed in this section or in the other provisions of this Contract.

6.4.3 GENERAL INSURANCE PROVISIONS

This Request for Proposal (RFP) requires certain insurance.

A. CONTRACTOR'S INSURANCE

This RFP requires comprehensive general liability insurance (albeit with a pollution exclusion), Professional liability insurance (albeit with a pollution exclusion), automobile liability insurance, workers compensation and employer's liability insurance. Proof of the required insurance in the form of insurance certificates and, where requested by the State, insurance policies must be made available for review at the State's offices as a condition of Contract award. Failure to provide and maintain up-to-date proof of required insurance will result in automatic bid rejection and/or Contract termination.

Where a bidder submits a certification that either insurance, a letter of credit or other liability guarantee will be procured when needed, the bidder must subsequently provide the promised Certificates of Insurance, letters of credit or other documentation as a condition of Contract award.

B. SUBCONTRACTORS INSURANCE

Not Applicable to this procurement.

C. COST OF INSURANCE AND OTHER LIABILITY GUARANTEES

All insurance and other liability guarantees must be maintained at the expense of the Contractor. The costs of any insurance or other liability guarantees must be contained within the Contractor's bid price (as part of its unit prices, lump sum price or otherwise as appropriate) and may not be separately bid or billed.

6.4.4 INSURANCE SPECIFICATIONS

A. COMPREHENSIVE GENERAL LIABILITY COVERAGE

The Contractor and any on-site subcontractor is required to procure and maintain at its own expense comprehensive general liability insurance (CGLI) for work under this Contract at least one (1) million dollars per occurrence and in the aggregate. This coverage may include an exclusion for pollution claims. This requirement must be satisfied by CGLI with coverage as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsement limiting the breadth of coverage, other than an exclusion for pollution claims.

The policy shall include operations and premises liability, Contractor's protective liability, personal injury liability, an endorsement (broad form) for Contractual liability, and an endorsement for broad form property damage coverage. **The State of New Jersey shall be named as an additional insured.** The policy shall be specifically endorsed to eliminate any exclusions for explosion, collapse and underground hazards (x,c,u). Any insurance policy, which operates on a "claims-made" basis, shall be maintained for the term of this Contract with an extended discovery period for two (2) years thereafter.

B. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The Contractor and any on-site subcontractor is required to obtain Comprehensive Automobile Liability insurance covering owned, non-owned, and hired vehicles with minimum limits of one (1) million dollars per occurrence for bodily injury and property damage liability combined.

C. WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

The Contractor and all subcontractors are required to obtain Workers Compensation Insurance applicable to the laws of the State of New Jersey and any other state where the Contractor and subcontractor will be active under this Contract, and Employers Liability Insurance with a limit of not less than: \$100,000 per occurrence for bodily injury liability; \$100,000 occupational disease each employee; and \$500,000 aggregate occupational disease.

6.4.5 CERTIFICATES OF INSURANCE

A. As a condition of receiving a contract award and a precondition for executing a formal contract hereunder, the bidder must submit certificates for all insurance required for the Contractor and any subcontractors.

B. Insurance shall be procured from insurance companies admitted or approved to do business in the State of New Jersey. Insurance certificates shall be from licensed insurance brokers or agents.

C. Insurance certificates submitted for this Contract must specify:

- The insurance companies;
- The effective dates of the policies; and
- The levels of policy coverage.

- Whether the policies operate on a claims-made or occurrences basis;
- Whether there are any exclusions attached to the policies which might relate to work hereunder contracted for by the State;

Whether any "pollution exclusion" is attached to the policies and whether such exclusion operates to bar any claims on a project involving hazardous wastes or merely to bar pollution-related claims on such a project;

Whether the policies' limits apply individually to each site-specific Contract or generally to all work everywhere performed by the Contractor; and whether the policies cover the cost of defense against claims.

D. The certificates shall provide for thirty (30) days notice, in writing, to the State prior to any cancellation, expiration, or non-renewal during the term the insurance is required to be maintained in accordance with this Contract. The Contractor shall further be required to provide the State with valid certificates of renewal of the insurance upon the expiration of the policies.

All certificates and copies of insurance policies shall be forwarded to:

Mr. Frank Kuzniacki
NJDEP, Hazardous Waste Procurement Unit
401 East State Street, 6th Floor, P.O. Box 413
Trenton, NJ 08625-0413

6.4.6 MAINTENANCE OF INSURANCE

In the event the Contractor or any subcontractor fails or refuses to renew any of its insurance policies to the extent required by this Contract, or any policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this Contract, and the Contractor does not otherwise satisfy the liability guarantees required by this Contract, the State may refuse to make payment of any further moneys due under this Contract or refuse to make payments of moneys due or coming due under other agreements between the Contractor and the State. The State, in its sole discretion, may use moneys retained under this paragraph to renew the Contractor's insurance for the periods and amounts referred to above. During any period when any required insurance is not in effect and the Contractor does not otherwise satisfy the liability guarantees required by this Contract, the State may at its option, either suspend work under this Contract, or proceed to default the Contractor and thereby terminate this Contract.

6.4.7 DISCLAIMER

The Contractor expressly understands and agrees that any insurance protection or other liability guarantees required by this contract shall in no way limit the Contractor's obligations assumed in the contract, and shall not be construed to relieve the Contractor from liability in excess of such coverage or guarantees, nor shall it preclude the State from taking such other actions as are available to it under any provision of this Contract or otherwise in law.

6.5 PROJECT SCHEDULE, CHANGE ORDERS, TERMINATION AND EXTENSIONS

The Contractor shall perform all work required by the RFP according to the schedules contained in the RFP, its bid, and any subsequent schedules and agreements between the parties. The Contractor understands and agrees that the term and scope of the Contract shall also be governed by the following provisions.

6.5.1 CONTRACT TERM AND EXTENSION OPTION

A. The term of the contract shall be for a period of two (2) years. The effective date of the contract and the start of the contract will be the date the contract is signed by the Director, Division of Purchase and Property.

B. If, in the opinion of the Director, it is in the best interest of the State to extend this contract for a period of up to one (1) year, the Contractor shall be notified of the Director's intent at least thirty (30) days prior to the expiration of the existing contract. The Contractor should respond within five (5) working days of the receipt of such notification indicating agreement with the extension. If the extension proposed by the Director is acceptable to the Contractor, notice of extension will be given to the Contractor by the Director in writing.

6.5.2 DELAY BY CONTRACTOR

A. The Contractor is responsible for completing the Scope of Work according to the approved project work schedules for each site-specific engagement. Any unauthorized delay may subject the Contractor to Contract Termination.

B. The State may authorize an extension of either the schedule for individual tasks within the project or the schedule for the whole project on a day-to-day basis for delays caused by events which could not reasonably be anticipated and which are beyond the control of the Contractor. Such causes include, but are not limited to, actions by employees or other Contractors employed by the State, unanticipated work changes ordered by the State, strikes, lockouts, fire, delays caused by common carriers, unavoidable casualties, work stoppage orders and work suspension orders.

C. The Contractor must request authorization for a schedule extension promptly when it learns of the potential cause for delay and in any case, written confirmation and justification of the delay must be submitted within 5 days of the event which caused the delay. The Contractor must submit any request for extension to the Site Manager.

D. Any extension of a task schedule within the overall project schedule must be approved in writing by NJDEP. Any extension of the project schedule must be approved as a written change order by both NJDEP and the Director.

6.5.3 WORK STOPPAGE ORDER/SUSPENSION OF WORK

A. The NJDEP and/or the Director may, at any time, direct the Contractor to stop work under this contract where it is determined that continuance of work may detrimentally impact the health and safety of persons on the site or in the community at large.

In cases of emergency, the Site Manager may orally direct the Contractor to immediately stop all work or portions of work for cause, and such order may last for up to 72 hours. The reason for the order must be stated orally by the Site Manager and shall be confirmed in writing. The Site Manager may orally lift a Work Stoppage Order prior to the end of the 72 hour period if and when the conditions that caused the Work Stoppage no longer exist.

Any Work Stoppage Order beyond 72 hours shall be issued in writing by the State.

B. The State may order the Contractor in writing to suspend, delay or interrupt all or any part of the work performed under this Contract for such period of time as the State may determine to be appropriate for the convenience of the State.

C. Where the Work Stoppage or Suspension is not the result of the Contractor's fault, the Contractor may be eligible to file a request for additional compensation for delay caused by the State as described in Section 6.5.4.

6.5.4 CLAIMS

A. The Contractor may file a claim for additional compensation and/or additional time as a result of a change order or changed condition, or a delay in the work caused by the State if the performance of all or any part of the work is suspended for an unreasonable period of time by an act of the State in its administration of the Contract or by the State's failure to act within a time specified in this Contract. The State shall make an equitable adjustment for any increase in the time and/or the cost of performance of this Contract (excluding profit) necessarily caused by a change or changed condition or unreasonable suspension.

B. No adjustment shall be made under this clause for any change or suspension to the extent:

1. It is caused by the fault or negligence of the Contractor; or
2. The performance would have been so changed, suspended, delayed or interrupted by any other cause, including the negligence of the Contractor; or
3. An equitable adjustment is provided for or excluded under any other provision of the Contract; or
4. The change or delay was such as could reasonably be expected by the Contractor as part of a project of this sort and therefore should have been anticipated in its bid proposal.

C. No compensation under this clause shall be allowed:

1. Unless the Contractor notifies the State forthwith of any act or omission by the State which will cause a delay or increase in cost in the Contractor's work. If possible, notice should be given before the change or delayed work is begun. In any case, an Initial Notice of Claim must be submitted to the NJDEP Site Manager no later than five (5) days from the date of the alleged change order, changed condition or delay; and
2. Unless the Contractor justifies the claim by submitting an Analysis and Documentation of Claim within thirty (30) days of the change order, changed condition or delay which gave rise to the claim.

D. Other than for causes specified herein, the Contractor shall not be eligible for any damages or compensation for claims under this Contract.

6.5.5 REDUCTION IN SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the Contractor.

Upon receipt of such written notice, the Contractor will submit, within five (5) working days to the Director and the State Contract Manager, an itemization of the work effort already completed by task or

subtask. The Contractor shall be compensated for such work effort according to the applicable portions of its price schedule.

6.5.6 CHANGE ORDERS

A. Any modifications of the price, Scope of Work or terms and conditions of the contract must be done by written change order approved by the Director.

B. The Director may at any time, without notice to any surety, issue a written change order which changes the work within the general scope of this contract, including but not limited to changes:

1. In the parameters or analytical method(s) of a specific media;
2. In the time, method or amount of performance of the work; and
3. In the equipment, materials, or services which will be furnished by the State.

C. The Director may recognize as a change order any other written order (including a direction, instruction, interpretation or determination) which has been authorized by the Director and which the Director determines has caused a change in the work, provided the Contractor has given the State timely written notice in the form of an Initial Notice of Claim within five (5) days of the State's written order stating the date, circumstances and source of the State's order and why the Contractor regards the order as a change in the work. The Contractor must justify the claim through submission of an Analysis and Documentation of Claim within thirty (30) days of the alleged change order.

D. The Director may also authorize a change order where the Contractor encounters a delay caused or approved by the State or where the NJDEP has asked the Contractor to perform emergency services which could not await the execution of written authorization from the Director.

E. If any change order under this clause causes an increase or decrease in the Contractor's cost or the time required to perform any part of the work under this contract, the Director shall make an equitable adjustment of the price and/or schedule for the contract.

F. Except as provided in this clause, no order, statement or conduct of the State shall be treated as a change order or entitle the Contractor to an equitable adjustment.

G. No requests by the Contractor for any equitable adjustment shall be allowed if made after final payment for work under this contract.

H. Except for emergency services specifically authorized, as such by the DEP, no services beyond the contract's requirements for which the Contractor expects additional compensation should be furnished without the written authorization of the Director.

I. No change order or claim by the Contractor will be processed until the State's Contract and Modification and Proposal Form DWM-042 has been completed, signed and submitted by the Contractor.

6.5.7 TERMINATION AND SUSPENSION

A. This contract may be suspended or terminated:

- 1) In whole or in part by the State in the event of a material default or substantial failure of the Contractor to fulfill the contract;

- 2) In whole by the Contractor in the event of substantial failure by the State to fulfill its contract obligations;
- 3) In whole or in part by the State for its convenience.

B. Suspension or termination may be affected only after giving the other party:

- 1) No less than ten (10) days written notice by certified mail; and,
- 2) An opportunity for consultation.

C. Suspension

The Contract Administrator may suspend Contractors or individual laboratories of Multiple Laboratory Contractors from receiving engagements to provide services under this contract on a task basis. Suspensions can occur due to, but not limited to the following:

1. Failure to pass or loss of the required Proficiency Testing Program (PT) Sample analysis, performed in accordance with the Regulations Governing Laboratory Certification and Standards of Performance, N.J.A.C. 7:18, or as required by Task 1 deliverables.
2. Failure to pass or loss of an announced or unannounced inspection of the laboratory performed in accordance with the Regulations Governing Laboratory Certification and Standards of Performance, N.J.A.C. 7:18.
3. Failure to acknowledge correspondence, or rectify deficiencies arising from announced or unannounced compliance inspections.
4. Failure to acknowledge correspondence or rectify deficiencies arising from deficiencies in the data deliverables.
5. Failure to perform the Contractor Responsibilities specified in Sections 8.0.
6. Failure to maintain the required NJDEP Laboratory Certifications under the authority of the "Regulations Governing the Certification of Laboratories and Environmental Measurements", N.J.A.C. 7:18.
7. Suspension of a Single Laboratory Contractor
 - a) Suspension of a Single Laboratory Contractor for a parameter will result in suspension of the Contractor for the specific task affected. The Contractor may still be eligible for work awarded in unrelated tasks.
 - b) The suspension remains in effect until the suspended laboratory remedies the deficiencies.
8. Suspension of a Multiple Laboratory Contractor
 - a) Suspension differs for this type of Contractor. Suspension of a specific laboratory for a parameter will result in the suspension of that specific laboratory for the specific task affected. However, other laboratories of the Multiple Laboratory Contractor may remain active and the suspended laboratory will remain eligible for work in awarded but unrelated tasks.

- b) Suspension of the specific laboratory remains in effect until the Contractor remedies the laboratory's deficiencies.
9. If a Contractor is suspended or decertified under the NJDEP Laboratory Certification Program N.J.A.C. 7:18-1.1 et seq., the Single Laboratory Contractor or affected laboratory of a Multiple Laboratory Contractor shall not be engaged for the affected task until the suspension is withdrawn or until certification is regained.

D. Termination

- 1) Upon termination, the State shall determine an equitable adjustment of the contract price as follows:
 - a) If termination for default is effected by the State, an equitable adjustment in the price provided for in this Contract shall be made for work successfully completed prior to termination, but (a) no amount shall be allowed for anticipated costs or profit on unperformed services or other work, (b) no amount shall be allowed for termination settlement costs incurred by the Contractor relating to commitments which had become firm prior to the termination, and (c) any payment due to the Contractor at the time of termination may be reduced to cover any additional costs to the State because of the Contractor's default.
 - b) If termination for default is effected by the Contractor or if termination for convenience is effected by the State, an equitable adjustment for any termination shall provide payment to the Contractor for services rendered and expenses incurred prior to the termination, and for termination settlement costs reasonably incurred by the Contractor relating to commitments which had become firm prior to the termination. The equitable adjustment shall include a reasonable profit for services or other work performed.
- 2) Upon receipt of a termination notice, the Contractor shall:
 - a) Promptly discontinue all affected work (unless the notice directs otherwise), and
 - b) Deliver or otherwise make available to the State all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Contractor in performing this contract, whether completed or in process.
- 3) Upon termination, the State may take over the work and award another contract to complete the work.
- 4) If after a termination for failure of the Contractor to fulfill contractual obligations, it is determined that the Contractor had not failed to fulfill the contractual obligations, the termination shall be deemed to have been for the convenience of the State.
- 5) The State may terminate this contract in whole (entire contract) for material fault or substantial failure of the Contractor to meet the terms and conditions of this contract. Material faults and substantial deficiencies include but are not limited to the following:
 - a) Failing to rectify personnel and or Quality Assurance Plan deficiencies.
 - b) Refusing NJDEP Office of Quality Assurance personnel entry during announced or unannounced compliance inspections performed in accordance with the Regulations Governing Laboratory Certification and Standards of Performance N.J.A.C. 7:18.

c) Breaching Chain of Custody on a recurring basis [more than two (2) occasions].

6) The State may terminate this contract in whole (entire contract), for convenience.

6.5.8 TRANSITIONAL PERIOD

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

6.6 ADDITIONAL WORK REQUIREMENTS

In addition to the specific work requirements contained in the Scope of Work, the Contractor understands and agrees that it shall fulfill the following additional requirements.

6.6.1 COOPERATION WITH OTHER STATE CONTRACTORS

The Contractor shall cooperate with and not interfere with any other Contractor engaged by the State to perform services at a site.

6.7 AUDITS AND LEGAL ASSISTANCE

The Contractor understands and agrees that it shall cooperate in maintaining records and in presenting information required by the State as follows:

6.7.1 LEGAL ASSISTANCE

The Contractor shall provide assistance to the State in legal actions by the State against the parties deemed responsible for hazardous and solid wastes at a project site to recover the costs of this Contract and/or to prosecute violations of State and Federal environmental laws at the site. This assistance may include the preparation of reports, assisting State and/or Federal attorneys in the preparation of the government's case, testimony in court (expert and/or other types of testimony), testimony at deposition, the preparation and execution of interrogatory responses and affidavits, the preparation of the (official) record and other similar activities. Failure of the Contractor to meet these requirements shall be considered a material breach of Contract. Where such assistance involves extra work by an employee, the State will reimburse the Contractor for such assistance at the prevailing hourly rates for the employee's primary classification at the time of request.

6.7.2. DELETED

6.7.3 AUDITS AND RECORDS

The following record keeping procedures apply to this Contract:

A. STATE FUNDED WORK

1. The Contractor shall maintain books, records, documents and other evidence directly pertinent to the performance of the work in accordance with generally accepted accounting principles and practices consistently applied and shall make them available for inspection by the State no less than 3 years from the date of final payment.
2. Only certified laboratories approved by the NJDEP's Office of Quality Assurance can perform the water analyses specified in this contract. The OQA conducts performance audits of each

certified laboratory. A certified laboratory shall permit and facilitate scheduled and unscheduled audits by the OQA in accordance with N.J.A.C. 7:18-2.14 as a condition of maintaining certification. The results of these audits, together with performance testing (PT) program results, are used to update each laboratory's certification status. In accordance with N.J.A.C. 7:18-2.9(f), If the NJDEP conducts an onsite audit of an out-of-state environmental laboratory, the NJDEP shall provide the laboratory with an invoice specifying the costs of overnight travel, room and board, miscellaneous expenses of the NJDEP's certification inspectors, and (for environmental laboratories located outside the United States) expenses resulting from foreign currency exchanges. Within 60 calendar days after the date of the invoice, the laboratory shall remit to the Department the fee specified on the invoice.

3. The awarded Contractor shall permit and facilitate scheduled and unscheduled audits of the radioanalytical laboratory services, provided under this contract, by the Bureau of Nuclear Engineering, or a designee, as a condition of contract award.

B. EPA FUNDED WORK

1. In addition, for any work under this Contract funded by the EPA, the Contractor shall maintain such books, records and evidence in accordance with 40 CFR Part 35.6700 in effect on the date of execution of this Contract. The Contractor shall also maintain the financial information and data used in the preparation or support of the cost submission required under 40 CFR 35.6585 for any negotiated contract or change order and a copy of the cost summary submitted to the State. Notwithstanding the relevant terms of these Federal regulations, all such materials will be maintained for a period of not less than 10 years from the date of Final Payment. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, the State, or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The Contractor will provide proper facilities for such access and inspection.
2. The Contractor agrees to make paragraphs 1 through 7 of this clause applicable to all change orders directly related to project performance.
3. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).
4. The Contractor agrees to disclose all information and reports resulting from access to records under Paragraphs 1 and 2 of this clause to any of the agencies referred to in Paragraph 1.
5. Records under Paragraphs 1 and 2 above shall be maintained by the Contractor during performance on EPA assisted work under this subagreement and for the time periods specified in 40 CFR Part 35.6705 or in accordance with paragraph 1 above, whichever is longer. In addition, those records which relate to any controversy arising under an EPA assistance agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained by the Contractor for the time period specified in 40 CFR Part 35.6705.
6. Access to records is not limited to the required retention periods. The authorized representative designated in paragraph 1 of this clause shall have access to records at any reasonable time for as long as the records are maintained.
7. This right of access clause applies to financial records pertaining to all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of

contract. In addition, this right of access applies to all records pertaining to all contracts, contract change orders and contract amendments:

- a. To the extent the records pertain directly to contract performance;
- b. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or,
- c. If the contract is terminated for default or for convenience.

6.8 SUBCONTRACTS, SUBSTITUTIONS AND ASSIGNMENTS

6.8.1 SUBCONTRACTING

Subcontracting is **prohibited** under this RFP and contract. All analytical work bid upon must be performed solely by the Contractor at the facility identified in the Contractor's proposal. Joint Ventures formed for the sole purpose of conducting work under this contract are prohibited.

Under this contract Multiple Laboratory Contractors are considered to be under the control of a single corporate or parent entity and as such are not a subcontracting arrangement.

6.8.2 SUBSTITUTIONS OF PERSONNEL

If, during the course of the Contract, the Contractor finds that it cannot provide Contractor or subcontractor personnel who have been designated as key personnel such as a Laboratory Director, Project Manager, or Quality Assurance Officer, as proposed in the bid proposal, the Contractor may provide substitute personnel with approval from the State. Such request for this approval must include the following:

- A. Explain the reasons why the originally-designated person(s) cannot be provided;
- B. Demonstrate that the qualifications of the substituted personnel are equal to or better than the originally proposed person(s);
- C. Warrant that the substitution will be provided at no additional cost to the State;
- D. Include a resume and any other information which was required by this RFP for the original person(s); and,
- E. Prior approval of any substitution must be received from the Assistant Directors for Remedial Management and Operations or Publicly Funded Remediation.

6.8.3 ASSIGNMENT OF CONTRACT

The Contract may not be assigned by the Contractor, in whole or in part, without the prior written consent of the Director. Such consent, if granted, shall not relieve the Contractor of any of its/it responsibilities under the Contract.

6.9 OWNERSHIP AND DISSEMINATION OF INFORMATION AND MATERIAL

6.9.1 DISSEMINATION OF INFORMATION

Notwithstanding any other provision of this RFP, the Contractor shall not publish, permit to be published, or distribute, use, or disclose to anyone for public consumption, any information, oral or

written, concerning the results or conclusions made pursuant to the performance of this Contract, without the prior written consent of the State.

6.9.2 OWNERSHIP OF MATERIAL

All data, samples, technical information, and materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. Any such data, samples, technical information, and materials shall be delivered to the State in a timely manner upon request by the State at the location specified in that request.

6.9.3 STATE PATENT RIGHTS AND COPYRIGHTS

Subject to Federal regulations and/or to any special agreements with the State, any discovery, invention or other material developed by the Contractor in the course of its duties under this Contract is subject to patent and copyright in the name of the State.

6.9.4 FEDERAL PATENT AND COPYRIGHT REGULATIONS

The State intends to apply for federal reimbursement of the costs of this Contract. Therefore, Federal requirements regarding inventions and discoveries are hereby made part of this Contract. The Contractor is hereby notified, pursuant to the provisions of 40 CFR 35.6595 (a) (3) that the USEPA has copyright provisions stated in 40 CFR 35.6450 and 40 CFR 31.34.

6.9.5 CONFIDENTIALITY

All financial, statistical, personnel and/or technical data supplied by the State to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the Contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

6.10 PRICES AND PAYMENTS

6.10.1 INVOICES

All payment vouchers must include a spreadsheet showing the cost of the work for this payment voucher, the cost of all work completed under the purchase order, the Contractor's estimate of costs to the date of the payment voucher, and the balance remaining of the original purchase order amount.

A. PAYMENT VOUCHERS (VENDOR INVOICE) FORMS

Invoices must be submitted on State of New Jersey Payment Vouchers (Form PRPV1). Blank payment voucher forms may be received from the Financial Support Unit. The full address is noted below (Section E). The contractor must also submit all original invoices.

B. COMPLETE PAYMENT VOUCHER (VENDOR INVOICE)

All payment vouchers (vendor invoice) submitted must indicate the (1) P.O. Number, (2) Vendor ID Number, (3) Total amount for services, (4) the name and address of the Contractor (Payee Name), (5) site name and location. The invoice should then indicate the applicable labor, equipment and service charges and the total cost.

In order for an invoice to be complete it must be delivered with all appropriate and required attachments noted below. An invoice is complete if it is submitted on a State of New Jersey Payment Voucher Form, is filled out correctly, and has all required attachments.

C. FREQUENCY OF PAYMENT VOUCHER (INVOICE) SUBMISSION

Contractors may submit payment vouchers monthly to NJDEP or at the end of an engagement whichever is more convenient to the Contractor.

D. PAYMENT VOUCHERS FOR CHANGE ORDERS

Some work under this contract may be performed under a change order in accordance with Section 6.5.6. All invoices (payment vouchers) for change order work must be submitted separately.

E. WHERE TO SEND PAYMENT VOUCHERS

All payment vouchers (when engaged by NJDEP) shall be sent to:

New Jersey Department of Environmental Protection
Radiation Protection Program
Bureau of Nuclear Engineering
Attention: Mr. Compton Alleyne
33 Arctic Parkway
P.O. Box 415
Trenton, New Jersey 08625

F. FINAL PAYMENT FOR ENGAGEMENT

Upon satisfactory completion of an engagement, the Contractor shall as a condition before final payment or as a termination settlement under this Contract, execute and deliver to the State a release of all claims against the State of New Jersey arising under or by virtue of this Contract except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this RFP or by New Jersey law or otherwise expressly agreed to by the parties to this Contract, final payment under this Contract or settlement upon termination of this Contract shall not constitute a waiver of the State's claims against the Contractor or his sureties under this Contract or the State's right to continued performance of the Contractor's obligations pursuant to the Contract. The Contractor shall also submit an affidavit that all debts incurred under the Contract have been duly paid. Upon receipt of the release of all claims against the State and the affidavit of debt payment, the retainage (including any adjustments) will be released as the final payment.

At the end of an engagement, the Contractor shall submit a payment voucher for final payment which shall include an itemization of outstanding costs for the engagement. If 60 days after the end of an engagement the Contractor has not submitted billable items, the NJDEP may itemize all costs due and payable and send this itemization to the Contractor by certified letter. If the Contractor does not contest NJDEP's cost itemization within 10 days, then this shall be deemed the final amount owed for the engagement subject to the submission of a payment voucher by the Contractor.

G. RETURN OF PAYMENT VOUCHER

Any payment voucher (invoice) submitted that does not comply with this section shall be returned to the Contractor for correction and resubmission.

6.10.2 PROCEDURES FOR PAYMENT

Payment under this contract will be based on completion of specific engagements issued under this contract, and approval by NJDEP of any deliverable work products or other payment items required by the contract. No payments shall be made to the Contractor for expenses other than those shown on the price schedule except as noted below. Any invoice for compensation pursuant to a change order delay claim or other request for additional compensation beyond the contract amount must be accompanied by documentation sufficient and adequate for the State to recognize and accept the payment voucher.

Payment will be conditioned on the following:

A. FULL BATCH OF SAMPLES MUST BE ANALYZED

The laboratory will receive batches of samples to analyze. The Contractor may not request payment for a partial analysis of a sample batch. NJDEP will not make a partial payment for a sample batch while some analysis is still pending.

B. ATTACHMENTS TO A PAYMENT VOUCHER

Each Payment Voucher must have attached to it a complete listing of samples analyzed through delivery of the final data report. This must include a complete listing of the sample numbers, any other DEP identification associated with the sample or sample batch, the types of analysis, the number of each type of sample analyzed, the unit price, the total price for each analysis and the total price for the Payment Voucher. This attachment may take the form of the Contractor's internally generated invoice or otherwise as necessary to provide the above information. Procedures for Payment Voucher submission will be discussed in the Contract Kick-Off Meeting.

C. PAYMENT FOR SHIPPING OF UNUSED SAMPLES

Reimbursement shall be made to the laboratory for shipment only when:

- 1) Samples are sent to the laboratory out of compliance with the contract, through no fault of the laboratory and the samples cannot be analyzed but where the Contractor incurred shipping costs.

As a condition of payment the laboratory must document, through copies of invoices, or otherwise as necessary its actual costs expended for shipping.

The State shall calculate reimbursement for shipping of unused samples in the following manner:

- 2) When the entire sample shipping case is returned unopened, the State will reimburse the laboratory for:
 - a. Full cost of shipping the unused sample bottles and shipment case (to/from the laboratory).

6.10.3 NON-PAYMENT AND REQUESTS FOR REIMBURSEMENT

The State will pay Payment Vouchers in accordance with the procedures noted in Section 6.10.2 of this RFP. However, the State will not pay Payment Vouchers or will request reimbursement for Payment

Vouchers paid where it is discovered that the work performed by the Contractor to generate data did not correspond to the analytical procedures set forth in the Scope of Work.

Partial non-payment and requests for reimbursement shall occur in the following cases:

A. Reimbursement of a 100% of the Total Invoice Amount

The laboratory shall meet all of the requirements of the methods and Section 8.0 of the Scope of Work. If the laboratory fails to follow any requirement of either the method or Section 8.0 of the SCOPE OF WORK, the State shall make a 100 % withholding of the Payment Voucher and not pay the Contractor for analysis that was performed or delivered in a way that is not in conformance with the Scope of Work.

6.10.4 PARTIAL PAYMENT

The Price Schedule has an additional line (price line 13, Attachment 7) for partial analysis. This line will be used to pay for analysis that is incomplete and only when NJDEP agrees to pay for part of an analysis.

Example 1: The Contractor is engaged to analyze milk. Milk analysis requires the sample to be split and analyzed in two different ways. One way requires milk to be analyzed by radiochemistry methods and a second way requires milk to be analyzed by gamma isotopic methods. The Contractor performs the milk analysis however due to an unavoidable problem the Contractor performs the gamma isotopic analysis, but not the radiochemistry analysis. The NJDEP Contract Administrator agrees to accept and pay for the gamma isotopic analysis for that milk sample without the radiochemistry analysis. This is a partial analysis of milk and requires a partial payment for milk.

In this case, the NJDEP Contract Administrator will contact the Contractor, and request a cost breakdown of the affected sample, or samples. In response, the Contractor shall provide the cost breakdown showing the total unit price of milk analysis, the portion of the unit price allocated to the gamma isotopic analysis and the portion of the unit price allocated to the radiochemistry analysis. If the NJDEP Contract Administrator agrees to the price split, the Contractor shall put the amount for the partial analysis on price line 13 of a State of New Jersey Payment Voucher with an explanatory note attached to the Payment Voucher. The Contract Administrator shall also attach to the Payment Voucher, a memo describing the partial payment and stating his agreement with it. A copy of this memo will be sent to the Contractor.

Example 2: The NJDEP is involved in a special project that requires environmental sample analysis for a media that is not directly listed under Task 1 or Task 2 of Attachment 7, for example, non-edible vegetation (deciduous tree leaves).

In this case, the NJDEP Contract Administrator will contact the Contractor, and request a cost breakdown of the affected sample, or samples. In response, the Contractor shall provide the cost breakdown showing the total unit price of the analysis, the portion of the unit price allocated to the gamma isotopic analysis and the portion of the unit price allocated to radiochemistry analysis, if applicable. If the NJDEP Contract Administrator agrees to the price split, the Contractor shall put the amount for the partial analysis on price line 13 of a State of New Jersey Payment Voucher with an explanatory note attached to the Payment Voucher. The Contract Administrator shall also attach to the Payment Voucher, a memo describing the partial payment and stating his agreement with it. A copy of this memo will be sent to the Contractor.

6.10.5 PAYMENTS

A. PROCEDURES FOR PAYMENT

Payment is conditioned on the following:

1. DELIVERABLES

Payment is contingent on NJDEP approval of all deliverable work products or other payment items required by the specific engagement.

2. COMPLETE INVOICE (PAYMENT VOUCHER)

Payment is contingent on receipt of a complete payment voucher as defined in Section 6.10.1 above.

3. PAYMENT OF OBLIGATIONS

After payment of the first payment voucher, subsequent payment vouchers shall include an affidavit that the Contractor has duly paid all prior obligations due and owing and covered by the previous payment voucher.

4. FINAL PAYMENT AND RELEASE OF CLAIMS

Upon satisfactory project completion, the Contractor shall as a condition before final payment or as a termination settlement under this contract, execute and deliver to the State a release of all claims against the State of New Jersey arising under or by virtue of this contract except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this RFP or by New Jersey law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver or the State's claims against the Contractor or his sureties under this contract or the State's right to continue performance of the Contractor's obligations pursuant to the contract. The Contractor shall also submit an affidavit that all debts incurred under the contract have been duly paid. Upon receipt of the release of all claims against the State and the affidavit of debt payment, the retainage (including any adjustments) will be released as the final payment.

5. PROMPT PAYMENT

a. The New Jersey Prompt Payment Act (PL 1987, C. 184) mandates that State agencies pay invoices within sixty (60) days of either receipt of a properly executed State Payment Voucher or receipt and acceptance of the goods/services, whichever is later. Failure of the State to process payment within this time frame may entitle the vendor to daily interest payments upon the unpaid obligation at a rate established by the State Treasurer.

b. The Prompt Payment Act covers any person who is engaged in a trade or business, including private, nonprofit entities operating as Contractors, and who has a State contract requiring either single or multiple payments. The Act does not cover public utilities, government instrumentalities or third party Contractors.

c. Any interest payments calculated on delinquent accounts as defined in the Prompt Payment Act will be paid by the appropriate State agencies on a separate State Payment Voucher Form and shall be paid within thirty (30) days of payment of the original Payment Voucher. Interest will not be paid until it exceeds \$5.00 per properly executed Payment Voucher. Vendor signatures are not required on State Payment Vouchers processed for interest payments.

d. It is the intention of NJDEP to expeditiously process for payment all properly executed Payment Vouchers. State agencies will notify Contractors in writing within thirty (30) days of any defect or impropriety in any State Payment Voucher submitted for goods or services provided which would prevent the running of the time period specified (sixty days).

The cooperation of vendors is required not only to assure that properly executed Payment Vouchers are submitted, but to ensure that any other associated documentation (e.g. change order) is also executed in a timely fashion.

B. PAYMENT FOR WORK DONE FOR NJDEP AND FOR OTHER STATE DEPARTMENTS

This contract shall be administered by the NJDEP, Division of Publicly Funded Site Remediation, Bureau of Construction. Agencies within NJDEP and other State Departments may use this contract. These Agencies and Departments shall inform the Bureau of Construction of intent to engage a Contractor.

Payment Vouchers for work performed for NJDEP will be paid by NJDEP. Payment Vouchers for work performed for another State Department will be paid by the other State Departments. NJDEP will not pay for work performed for other State Departments.

7.0 PROPOSAL EVALUATION AND CONTRACT AWARD

7.1 PROPOSAL EVALUATION COMMITTEE

Bid proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Purchase Bureau. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant in an advisory role.

The Evaluation Committee will complete its evaluation and recommend to the Director for award the responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process.

7.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

After the submission of bid proposals, unless requested by the State as noted below, vendor contact with the State is still not permitted.

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal.

The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

7.3 EVALUATION CRITERIA

All proposals will be evaluated by the Committee according to the following criteria:

A. RESPONSIVENESS

In order for a bid proposal to be considered fully responsive, a bidder must agree to perform the Scope of Work described in the RFP, agree to the terms and conditions provided in this RFP, complete the attachments provided with this RFP or their equivalents, submit a bid bond where required, and provide the information as required in Sections 4.0 and 5.0 of this RFP.

A key component in the determination of a bidder's responsiveness will be the information provided on the all required forms and its conformance to the requirements of Section 5.0, and the personnel proposal and its conformance to the requirements of the RFP. Bidders who fail to provide and meet these requirements will be determined non-responsive.

B. RESPONSIBILITY

In order to be considered responsible, a bidder must have a public record which indicates that it is able and willing to perform the required work and has satisfactorily performed such work in the past. The State has adopted as its test of responsibility the Federal rules at 40 CFR Part 31. A responsible bidder must have:

1. Financial resources, insurance and other liability guarantees, technical qualifications, experience, organization and facilities adequate to carry out the project, or a demonstrated ability to obtain these.
2. Satisfactory performance record for completion of Contracts.

Bidders who fail to meet the minimum thresholds for these key components will be disqualified for this contract.

C. TECHNICAL CRITERIA

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid proposals received in response to this RFP.

1. LABORATORY CERTIFICATION/ACCREDITATION REVIEW

Bidders will be reviewed for their compliance with the NJDEP laboratory certification and accreditation requirements specified for each task. Bidders that hold all the NJDEP laboratory certifications and NELAP accreditation required for a task will be determined to be responsive to the laboratory certification/accreditation requirements for that task. Bidders that do not hold all NJDEP laboratory certifications/accreditations required for a task will be determined to be non-responsive for that task. No further review will be performed on bids for tasks for which the bidder does not hold all the required NJDEP laboratory certifications or accreditations and the bidder will be ineligible for contract award for that task.

Multiple Laboratory Bidders

Bidders with multiple laboratories must identify all the laboratories and identify each task each laboratory is bidding. Each corporate laboratory will have to comply with the proficiency testing (PT) program participation or the New Jersey laboratory certification or New Jersey NELAP accreditation requirements, depending on the task bid. Failure to provide such identification will cause the Evaluation Committee to assume that each laboratory is being proposed to perform work under both tasks and will pursue the evaluation of bids accordingly.

2. PRICE PROPOSAL EVALUATION

Bid prices will be evaluated and adjusted in accordance with the RFP, if necessary. An adjusted total bid price will be calculated for each task bid. The bid evaluation shall be based on the estimated quantities noted on the price schedules for each line item. The price evaluation will include every item on the price schedules for each task. A price proposal for a task that fails to provide a price for any unit price item will be determined to be non-responsive for the affected task.

All the responsive and responsible bidders for each task will be listed by price from lowest to highest.

3. SAMPLE DATA PACKAGE EVALUATION

The Sample Data Package will be evaluated utilizing the Sample Data Package Evaluation Form/Checklist specified in Appendix 2. The Sample Data Package will be evaluated as if it was a deliverable under the contract. If data are rejected such that the data would not be eligible for payment, then the sample data package submitted with the bid proposal will be determined to be non-responsive to the bid submission requirements and the bidder will not be eligible for contract award.

D. AWARD RECOMMENDATION

Consistent with N.J.S.A. 52:34-12, when evaluating bids deemed to meet the threshold criteria as responsible and responsive the State intends to award this contract to the first two bidders. Each bidder must be able to perform both Task 1 and Task 2 (water and non-water analyses). Of the bidders determined to be responsive and responsible, the bidder ranked lowest in price will be recommended to be the Prime Contractor. Of the bidders determined to be responsive and responsible, the bidder ranked second lowest in price will be recommended to be the Alternate Contractor.

7.4 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE

The Director reserves the right to reject any and all bids or to award in whole or in part as deemed to be in the best interest of the State. It shall have authority to award a contract to the bidder best meeting specifications and bid conditions, and who is determined to have offered the most advantageous bid to the State, price and other factors considered.

7.5 NOTICE OF INTENT TO AWARD

The Purchase Bureau will notify all bidders in writing of the Director's intent to award a Contract. Bidders not receiving an award will have ten working days to protest the award decision pursuant to the rules of the Division of Purchase and Property, N.J.A.C. 17:12-3.3 et seq. Upon resolution by the State of any bid protest for a contract involving Federal Superfund monies, bidders may appeal the matter to the Federal Environmental Protection Agency and have seven (7) calendar days to file a protest appeal with the appropriate EPA counsel.

7.6 PRECONDITIONS FOR EXECUTION OF CONTRACT

Subsequent to the issuance of a Notice of Intent to Award a Contract, the Director will execute a formal Term Contract for the work under this RFP. As a precondition for final execution of a formal Term Contract, the bidder must submit the following documents to the Purchase Bureau. Unless the time frame is shortened by the Director for good cause or is extended by the Director at his or her discretion, these documents must be submitted within 10 days of receipt of the Notice of Intent. Failure to timely submit the documents may be deemed a material breach of contract and may result in rescission of the Notice of Intent and rejection of the proposed Contractor as non-responsive to the RFP.

PRIME AND ALTERNATE CONTRACTOR SUBMISSIONS

- A. Insurance Certificate(s) covering insurance required in Section 6.4, including certification from broker.
- B. Any other documentation of the bidder's proposal which is required by the Evaluation Committee report or otherwise required by the State and which is still outstanding including requirements of N.J.S.A. 19:44 A-20.13-25 and N.J.S.A. 52:34-13.2

C. PERSONNEL POSITION IDENTIFICATION CERTIFICATION CHART

For this submission, Awardees must complete and submit the Personnel Position Identification and Certification Chart provided as Attachment 8. The Awardee must certify that the NJDEP Laboratory

Certification Program, administered by the NJDEP's Office of Quality Assurance, has reviewed and approved the OQA required personnel, and that all other personnel listed in Attachment 8 meet the requirements of Section 8.5 of the Scope of Work. See Attachment 8 for a list of personnel that must be identified. The Contract Administrator will provide an electronic version of the chart in Microsoft Word 2000 to the awardees for completion. The original and 2 hard copies must be submitted to the Department of Treasury representative and an electronic copy must be forwarded to the Contract Administrator.

D. STANDARD OPERATING PROCEDURES CERTIFICATION CHART AND METHOD SOPS

For this submission, Awardees must complete and submit the Standard Operating Procedures (SOP) Certification Chart provided as Attachment 9 as it relates to the task(s) bid. The Contract Administrator will provide an electronic version of the chart in Microsoft Word 2000 to the awardees for completion. The original and two (2) hard copies must be submitted to the Department of Treasury representative and an electronic copy must be forwarded to the Contract Administrator.

In addition, Awardees must submit copies of all the Method SOPs. Method SOPs are required for all methods. Method SOPs will be used to verify the procedures used by the laboratory in the validation of the analytical data generated by the laboratory. The Method SOPs must be on a CD-ROM in the Adobe Acrobat PDF format.

Multiple Laboratory Contractors may submit separate Method SOP's for each laboratory under corporate control. Therefore, a Multiple Laboratory Contractor that proposes to use three different laboratories under corporate control may submit three Method SOP manuals, one SOP manual for each laboratory.

E. SHIPPING PLAN

The Contract Awardee must submit a Shipping Plan that describes in detail all aspects of shipping to comply with the requirements of the Awardee's common carrier(s) such as Fed Ex, UPS or equivalent carriers. The Shipping Plan must include the following:

- 1) A Statement of the Awardee's intent to ship by surface carrier, air carrier or both. The Shipping Plan shall identify the Awardee's intended common carrier.
- 2) Examples of any paperwork and labels that must be attached to the outside of the shipping container when the Contract User ships the samples back to the Awardee.
- 3) The Shipping Plan will include all the details needed by Contract Users, including shipping account numbers that Contract Users will need to ship samples back to the Contractor.
- 4) Directions to Contract Users on packing sample bottles into a shipping container and completing required paperwork.

The Shipping Plan must be submitted on a CD-ROM in the Adobe Acrobat PDF format.

7.7 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 the "Legislation"), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

7.7.1 DEFINITIONS:

For the purpose of this section, the following shall be defined as follows:

A) **Contribution** – means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

B) **Business Entity** – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

7.7.2 BREACH OF TERMS OF THE LEGISLATION:

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of the Legislation, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

7.7.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS:

A) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

B) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at

<http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

C) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

7.7.4 STATE TREASURER REVIEW:

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the Contractor. If the State Treasurer determines that any contribution or action by the Contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

7.7.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271:

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the Contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.8 SOURCE DISCLOSURE REQUIREMENTS

REQUIREMENTS OF N.J.S.A. 52:34-13.2:

Under the referenced statute, effective August 3, 2005, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a Contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

7.8.1 SOURCE DISCLOSURE REQUIREMENTS:

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed.

FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

If any of the services cannot be performed within the United States, the bidder shall state with specificity the reasons why the services cannot be so performed. The Director shall determine whether

sufficient justification has been provided by the bidder to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

7.8.2 BREACH OF CONTRACT OF EXECUTIVE ORDER 129:

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT.

If, during the term of the contract, the Contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the Contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions version 05 09 06 of the RFP, unless previously approved by the Director and the Treasurer.

8.0 SCOPE OF WORK

All work in this contract covers sample analysis for the Radiation Protection Program in NJDEP. NJDEP employees will utilize NJDEP owned sampling equipment and NJDEP sample containers to collect the samples that will be analyzed under this contract. In addition, NJDEP accepts samples that are collected by and split with the regulated utilities and the NJDEP split of these samples will be analyzed under this contract as well. The samples are environmental monitoring samples associated with Nuclear Power Generating Stations and involve radioactive material evaluations of milk, air particulate filters, air charcoal, soil, sediment, fish, shellfish, vegetables and water. NJDEP will ship the samples (at the Contractor's expense) in ice chests or other shipment cases to the Contractor via a Contractor selected common carrier (i.e. UPS). All perishable samples are shipped Next Day Air – All others are Second Day Air. In some instances, the samples will be shipped directly from the nuclear power generating stations to the Contractor, at the Contractor's expense, in order to minimize potential radioactive decay. In these instances, samples will be shipped in containers provided by the utility.

Upon receipt of the samples, the Contractor will analyze samples in accordance with the Standard Operating Procedures manual submitted before final contract award and approved by the Contract Administrator. In addition, samples must be analyzed accordance with the methods and procedures described herein. After the analysis is complete, the Contractor shall return to NJDEP a completed Payment Voucher, the results of the analysis, a data package (both hard copy and electronic) and the empty shipment case at the contractor's expense. The Contractor will store samples as specified herein, and after notifying NJDEP, dispose of the sample remnants and sample containers (see Section 8.8.2 and 8.14).

8.1 WORK COVERED BY THIS CONTRACT

The analysis covered by this contract is divided into two tasks. The two tasks are:

Task 1 – Non-Water Analysis

Task 2 – Water Analysis

A contractor is required to bid on **both** Task 1 and Task 2 analyses.

Under Task 1, the contractor must analyze all eight (8) sample types including milk, air particulate filter, air particulate composite, air charcoal, soil, sediment (aquatic), fish/shellfish (aquatic biota), and vegetables. For Task 1, the contractor must participate in a proficiency testing (PT) program specifically designed for the nuclear power industry for radiochemical and gamma spectroscopy analysis of environmental samples. The PT program should be comprised of all samples and media types where blinds are submitted for analysis and quality assurance on a quarterly basis that satisfies the requirements of the USNRC Reg. Guide 4.15, Revision 2, July 2007 and the ANSI (N42.22-1995). The required PT media are milk, air particulate filters, soil, sediment (aquatic), and vegetables. The awarded contractor must meet the program standards in all these media. For analysis of soil/sediment samples, the awarded contractor should analyze these samples using the approved radioanalytical methods specified in the New Jersey Department of Environmental Protection's (NJDEP) Office of Quality Assurance (OQA) document entitled "Part III Analytical Testing Parameters", obtainable at: <http://www.nj.gov/dep/oqa/docs/part3.pdf>. The approved methods for soil/sediment samples are listed under Category SHW09, Solid and Hazardous Waste, Miscellaneous Parameters.

Under Task 2, the contractor must analyze all three (3) types of water samples including surface water, potable well water, and raw well water. For Task 2, the water analyses, the awarded contractor must be certified by the NJDEP's Environmental Lab Certification Program (ELCP) or New Jersey accredited in the NELAP program as specified herein, including Iodine 131, Cesium 134 and 137, Cobalt 60, Zinc 65, Tritium and Strontium-89/90, at the time of submittal of the bid proposal. If a bidder has any question concerning

NJDEP Environmental Laboratory Certification or NELAP Accreditation needed to perform analytical work, he should contact:

New Jersey Department of Environmental Protection
Office of Quality Assurance
9 Ewing Street
PO Box 424
Trenton, NJ 08625-0424
Telephone: (609) 292-3950

Analytical data generated through this contract are used in the ambient monitoring of nuclear power generating stations in New Jersey.

8.2 GENERAL GUIDANCE AND CONSIDERATIONS

8.2.1 Laboratories must perform work on all the sample types specified above and must perform analysis for all the parameters specified on the price schedule for each sample type.

8.2.2 Laboratories must submit an Analytical Data Package in the general format specified in Appendix II. The Analytical Data Package must be delivered within **twenty-eight (28) calendar days** from receipt of the samples.

8.2.3 Emergency analysis of samples is not part of this contract.

8.2.4 The accepted analytical methods are specified in Section 8.7 of this Scope of Work and Contractors must specify which method they will use for each analysis in the Standard Operating Procedures Manual.

8.2.5 All samples must be analyzed in the laboratory identified as part of the contract award process.

8.2.6 Subcontracting is not allowed under this contract for analytical work.

8.3 CONTRACT ADMINISTRATION

8.3.1 NJDEP CONTRACT ADMINISTRATOR

The NJDEP Contract Administrator will provide central administration and management of this contract. The Contract Administrator's responsibilities include, but are not limited to the items listed below:

- A. The Contract Administrator shall coordinate contract use by agencies other than the NJDEP Bureau of Nuclear Engineering.
- B. The Contract Administrator shall coordinate and supervise the central processing of New Jersey State Using Agency Formal Complaints, PB-36s. Formal complaints are developed by NJDEP, and processed through the New Jersey Department of the Treasury, when the Contractor is not performing work in accordance with the terms and conditions of the contract. Unresolved formal complaints may result in contract termination.
- C. The Contract Administrator shall recommend, and disseminate any modifications to technical and non-technical terms and conditions of the contract.
- D. The Contract Administrator shall resolve disputes with the Contractor.

The Contractor should direct questions regarding the central administration of the contract to the Contract Administrator (SEE CHART BELOW).

NJDEP CONTRACT ADMINISTRATOR		
Mr. COMPTON ALLEYNE		
NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION		
RADIATION PROTECTION PROGRAM		
BUREAU OF NUCLEAR ENGINEERING		
33 ARCTIC PARKWAY		
P. O. BOX 415		
TRENTON NJ 08625		
PHONE: 609-984-7455	FAX: 609-984-7513	Compton.Alleyne@dep.state.nj.us

8.3.2 CONTRACTOR

- A. The Contractor shall maintain weekly communications with the NJDEP Contract Administrator.
- B. The Contractor shall provide the NJDEP Contract Administrator with written notification of engagement refusal by Email or telefax and formal letter each time the laboratory refuses an engagement. Notification must detail the reasons for engagement refusal. Refusal of more than two (2) consecutive engagements demonstrates substantial laboratory inability to adequately perform services and can result in contract suspension or termination. It may also form a basis for the Contract Administrator to engage the alternate Contractor until the issues that formed the basis of engagement refusal are resolved.
- C. The Contractor shall actively work to resolve minor problems and disputes, with the Contract Administrator. The Contractor shall notify the NJDEP Contract Administrator of any item requiring the intervention of the NJDEP Contract Administrator for resolution.
- D. The Contractor shall acknowledge and respond to all New Jersey State Using Agency Formal Complaints (PB-36s) as received from the New Jersey Department of the Treasury and other requests for information requested by the NJDEP Contract Administrator or required by other portions of this RFP. The Contract Administrator shall process formal complaints through the Department of Treasury when the Contractor fails to perform in accordance with the contract and such contract non-compliance can not be resolved informally.
- E. The Contractor shall provide written notification to the NJDEP Contract Administrator, within 48 hours of receipt by the laboratory, of any adverse actions taken against the Contractor by any Federal, State, or Municipal entities affecting, or with the potential for affecting the laboratory and its ability to perform services for the State of New Jersey. The Contractor shall notify the NJDEP Contract Administrator immediately, in writing, of the loss of any NJDEP environmental laboratory certification or the loss of any NJDEP primary or secondary NELAP environmental laboratory accreditation that is required for the performance of analysis under this contract. NJDEP will not pay for analysis performed by any laboratory that does not hold the associated NJDEP certification or accreditation.
- F. The Contractor shall provide written notification to the NJDEP Contract Administrator within five (5) calendar days of initiating steps to merge with, or be acquired by another laboratory. The Contractor shall also provide written notification of the completion of any

merger, or acquisition within five (5) calendar days. Failure to provide such notification may cause a suspension or termination of the laboratory. (See Section 6.5.7 of this document).

- G. The Contractor shall notify the Contract Administrator via formal written notification if and when the Contractor moves to a new laboratory. Failure to inform the Contract Administrator of such a move shall form a basis for the Contract Administrator to direct all further engagements to the alternate Contractor, pending confirmation that the new laboratory holds all the required environmental laboratory certifications and/or accreditations, and is participating in the interlaboratory cross check program.

8.4 CONTRACTUAL LINES OF COMMUNICATION

In this contract, the NJDEP Contract Administrator shall be the central point of contact for communications with the Contractor. In turn, the Contractor shall identify the Project Manager, the Laboratory Director and the Quality Assurance Officer as points of contact for all communications concerning the work of this contract. NJDEP will not consider a communication as meeting the terms of this contract unless it is received from one these three persons of the Contractor’s staff.

COMMUNICATIONS CHANNELS		
STATE OF NEW JERSEY	CONTRACTOR	PURPOSE
Contract Administrator	Project Manager QA Officer Laboratory Director	All communications

8.4.1 MULTIPLE LABORATORY CONTRACTOR COMMUNICATIONS

A Contractor performing work under this contract may have two or more laboratories qualified to perform work under this contract. This arrangement is permitted only if the laboratories are owned by or are subsidiaries to a single corporate owner. Subcontracting and joint ventures are not allowed under this contract. A Contractor with two or more laboratories is referred to as a Multiple Laboratory Contractor.

This contract restricts communications between the NJDEP Contract Administrator, and the Multiple Laboratory Contractors. Communications outside these channels may jeopardize payment to the Multiple Laboratory Contractors.

For communication purposes, this contract requires Multiple Laboratory Contractor to establish a central point of communication or headquarters that will be the focus of all contact between NJDEP and the various laboratories operated by the Multiple Laboratory Contractors. Therefore, this contract requires a Multiple Laboratory Contractor to establish and identify specific personnel who will be the focus of communications for the Multiple Laboratory Contractor and through whom engagements and conflict resolution will flow. The Contract Administrator will never contact the individual laboratory personnel of a Multiple Laboratory Contractor. Instead, the Contract Administrator will direct all engagements and questions to the Contractor’s central headquarters staff. It will be the Multiple Laboratory Contractors’ central headquarters or corporate staff’s responsibility to coordinate communications among the Multiple Laboratory Contractors’ various laboratories, and the NJDEP Contract Administrator.

Multiple Laboratory Contractors shall designate one (1) facility as the headquarters laboratory and the personnel of that laboratory shall be the “Corporate” or “Headquarters” staff through which communications under this contract will flow.

8.4.2 SAMPLE RECEIPT VERIFICATION REPORTS

The Contractor shall prepare a Sample Receipt Verification Report (SRVR) for each sample shipment received by the Contractor. The Contractor shall send the report to NJDEP Contract Administrator within two (2) working days. The report should include the (1) Name of individual receiving the sample, (2) Scheduled analysis completion date, (3) Contractor's laboratory sample number, (4) State of NJ sample identification code, (5) Sample media, (6) Date/Time of sample collection, (7) Date sample sent, (8) Date/Time sample received; (9) Analyses requested; and (10) Sample Condition, for example, "spillage.

The verification report should be submitted by either (1) File Transfer Protocol (FTP) via the internet or (2) E-mail attachment that is sent to the Contract Administrator. In the case of (1), the Contract Laboratory contact(s) shall notify the NJDEP by phone or email when the report has been placed on the FTP site. FTP submission is the preferred method of the Bureau of Nuclear Engineering.

8.5 PERSONNEL

The Contractor shall have the qualified specified below.

8.5.1 SUPERVISORY LABORATORY PERSONNEL

A. LABORATORY DIRECTOR

The Laboratory Director must have sufficient experience to supervise the day to day operations of the entire laboratory. Additionally, this individual shall not perform the functions of Quality Assurance Officer, Sample Custodian, or Document Control Officer. The Laboratory Director and the Quality Assurance Officer both shall sign DEP Form A1A (Appendix 6) when releasing data packages. The Contractor must identify the Laboratory Director.

B. ASSISTANT LABORATORY DIRECTOR

The Assistant Laboratory Director must have sufficient experience to supervise the day to day operations of the entire laboratory. This individual shall not perform the functions of Quality Assurance Officer, Sample Custodian, or Document Control Officer. The Assistant Laboratory Director and the Quality Assurance Officer shall both sign DEP Form A1A, releasing all data packages in the absence of the Laboratory Director. Identification of the Assistant Laboratory Director is optional.

C. PROJECT MANAGER

The Project Manager must have sufficient experience to supervise and coordinate the technical and non-technical aspects of the contract. This individual serves as the primary point of contact with the NJDEP Contract Administrator. Responsibilities include, but are not limited to, all engagement issues, technical performance issues, purchase orders, and non-quality assurance related issues and all technical and non-technical communications and correspondence. The Project Manager shall not perform the functions of Quality Assurance Officer, Sample Custodian, or Document Control Officer. The Contractor must identify the Project Manager.

D. QUALITY ASSURANCE OFFICER

The laboratory shall have a Quality Assurance Officer (QAO) reporting directly to corporate management. The QAO shall be the sole point of contact with the NJDEP Contract Administrator for all quality assurance issues arising under this contract. The QAO is responsible for ensuring that Assistant Quality Assurance Officers (AQAO), execute corporate quality control and quality assurance protocols in exactly the same manner. The QAO signs DEP Form A1A releasing all data packages along with the Laboratory Director. The Contractor must identify the Quality Assurance Officer.

The QAO may not serve in any other position.

The QAO shall have a minimum of a Bachelor's degree in chemistry or any other physical science, engineering discipline or equivalent with a minimum of three (3) years laboratory experience, including at least two (2) years supervisory experience in quality assurance principles in an analytical or environmental laboratory.

E. ASSISTANT QUALITY ASSURANCE OFFICER

The laboratory shall have an Assistant Quality Assurance Officer (AQAO) reporting directly to corporate management. The AQAO assumes the duties of the QAO during limited periods of absence by the QAO.

The AQAO can serve in any other position.

The AQAO shall have a minimum of a Bachelor's degree in chemistry or any other physical science, radiation science, engineering discipline, or equivalent. The AQAO shall have a minimum of three (3) years laboratory experience, including at least two (2) years supervisory experience in quality assurance principles in an analytical or environmental laboratory.

The AQAO shall be the sole point of contact with the NJDEP Contract Administrator, for all quality assurance issues arising under this contract during limited periods of absence by the QAO. Identification of the Assistant Quality Assurance Officer is optional.

F. DOCUMENT CONTROL OFFICER

The laboratory shall have a Document Control Officer (DCO) reporting directly to corporate management. The DCO is responsible for ensuring that all aspects of data deliverable production, organization, contract compliance screening, archival storage, packaging and data delivery operations required by the contract are met.

The DCO shall have a minimum of three (3) years experience in the preparation of NJDEP type data deliverables and contract compliance screening, including one (1) year of supervisory experience in the preparation of data deliverables. The Contractor must identify the DCO.

G. SAMPLE CUSTODY OFFICER

The laboratory shall have a Sample Custody Officer (SCO) reporting directly to the Laboratory Director. The SCO is responsible for all aspects of sample receipt, log-in, internal security (chain of custody), and distribution of the samples or extracts, as well as documentation of the fate of the sample (consumption, destruction, or disposal).

The SCO is responsible for supervising the activities of all Assistant Sample Custody Officers (ASCO) and may not serve in any other position.

The SCO shall have a minimum of three (3) years experience in the sample receiving, log-in, chain of custody documentation, internal sample transfer, including one (1) year of related supervisory experience. The Contractor must identify the SCO.

H. SAMPLE PREPARATION SUPERVISOR

The Sample Preparation Supervisor shall have a minimum of a Bachelor's degree in chemistry, physical science, engineering discipline or equivalent with a minimum of three (3) years of laboratory experience and one (1) year of sample preparation supervisory experience. The Contractor must identify the Sample Preparation Supervisor.

I. INSTRUMENTATION ANALYST

The Instrumentation Analyst shall have a minimum of a Bachelor's degree in chemistry, physical science, engineering discipline, or equivalent with a minimum of three (3) years radiation laboratory experience, including one (1) year of supervisory experience in the radiation instrumentation section. The Contractor must identify the Instrumentation Analyst.

J. RADIOCHEMIST

The Radiochemist shall have a minimum of a Bachelor's degree in chemistry or equivalent with two (2) years experience performing radiochemical analyses; or a Bachelor's degree in a physical science with four (4) years experience performing radiochemical analyses. The Contractor must identify the Radiochemist.

8.5.2 NONSUPERVISORY LABORATORY PERSONNEL

A. ASSISTANT SAMPLE CUSTODY OFFICER

The Assistant Sample Custody Officer (ASCO) shall report directly to the Sample Custody Officer for execution of corporate sample custody procedures. The ASCO serves an additional SCO officer within the laboratory. The ASCO is responsible for assisting the Sample Custody Officer.

The ASCO may not serve in any other position.

The ASCO shall have a minimum two (2) years experience in the sample receiving, log-in, chain of custody documentation, and internal sample transfer. Identification of the ASCO is optional.

B. SYSTEMS MANAGER

The Contractor shall have a Systems Manager responsible for the management and quality control of all computing systems (hardware, software, documentation and procedures). In addition, the Systems Manager is responsible for generating and updating automated deliverables and for the quality control of these systems.

The Systems Manager shall have a minimum of a Bachelor's degree in computer science, or a Bachelor's degree in a technical specialty with four or more intermediate courses in programming, information management, database management systems, or systems requirements analysis.

The Systems Manager shall have three (3) years experience in data or systems management or programming including one (1) year of experience with the software used for data management and generation of deliverables by the laboratory. The Contractor must identify the Systems Manager.

C. PROGRAMMER ANALYST

The Contractor shall have a Programmer Analyst responsible for the installation, operation and maintenance of software and programs generating, updating, and quality controlling analytical databases and automated deliverables to meet all terms and conditions of this contract.

The Programmer Analyst shall have a minimum of an Associate's degree in computer science with four or more intermediate courses in programming, information, management, information systems, database management systems, or systems requirements analysis.

The Programmer Analyst shall have two (2) years experience in data or systems management or programming including six (6) months experience with the software used for data management and generation of deliverables. Identification of the Programmer Analyst is optional.

D. HEALTH PHYSICS TECHNICIAN

The Health Physics Technician shall have a minimum of a High School Diploma and two (2) years experience in health physics, radiation instrumentation, radiation safety and laboratory practices. The Contractor must identify the Health Physics Technician.

E. INSTRUMENT TECHNICIAN

The Instrument Technician shall have a minimum of a High School Diploma two (2) years experience in radiation instrumentation procedures and general laboratory practices. The Contractor must identify the Instrument Technician.

F. RADIOCHEMICAL TECHNICIAN

The Radiochemical Technician shall have a minimum of an Associates Degree in chemistry or any physical science, and two (2) years experience performing radiochemical analyses; or a high school diploma and four (4) years experience in performing radiochemical analyses. The Contractor must identify the Radiochemical Technician.

8.6 EQUIPMENT REQUIREMENTS

Equipment requirements specified in the applicable analytical methods shall be met and maintained for the duration of the contract.

8.7 GENERAL REQUIREMENTS

8.7.1 ANALYTICAL METHODS AND PRICE SCHEDULES

The price schedules specify the sample matrices and the parameters to be analyzed in this contract. The analytical methods cited are the only acceptable analytical methods. The laboratory may not change the analytical methods, or change the sample matrices, or change the parameters analyzed during the term of this contract.

The NJDEP Contract Administrator will notify the Contractor if it becomes necessary to make changes to the analytical methods during the term of the contract.

8.7.2 LABORATORY PRACTICES

The laboratory shall meet and maintain the minimum standards for laboratory instrumentation, laboratory practices, analytical and instrumental quality control and data handling as specified in the analytical methods and as specified in this SCOPE OF WORK. The Contractors for Task 2 must analyze samples only in an NJDEP certified or accredited environmental laboratory.

8.7.3 ON-SITE AUDITS

The Department reserves the right to make announced or unannounced visits to the laboratory to determine compliance with the terms of this contract. These visits may occur at any time during the Contractor's operating hours.

8.8 SAMPLE HANDLING REQUIREMENTS

8.8.1 SAMPLE CONTAINERS AND SHIPMENT CASES

Contractors must accept, when presented by NJDEP, environmental samples in the sample containers NJDEP provides. The Radiation Protection Program will ship samples to the Contractor in NJDEP supplied sample containers in NJDEP supplied shipment cases. The Contractor will be required to return the shipment cases to NJDEP within 15 calendar days of receipt of the samples or directly to other locations when requested. Sample containers will not be returned to NJDEP.

In some instances, the samples will be shipped directly from the nuclear power generating stations to the Contractor, at the Contractor's expense, in order to minimize potential radioactive decay. In these instances, samples will be shipped in containers provided by the utility.

8.8.2 SAMPLE RETENTION

The Contractor shall retain NJDEP samples for a period of sixty (60) days from the date of submittal unless otherwise instructed in writing by the using agency. One (1) month prior to the expiration of the storage time, the Contractor shall notify the NJDEP Contract Administrator IN WRITING informing the NJDEP Contract Administrator of samples that are scheduled for disposal. This can be done in conjunction with the Sample Receipt Verification Reports in Section 8.4.2. If, at the end of sixty days, the State requests additional storage time, the Contractor shall maintain custody of the samples and will be eligible for extra compensation for such storage. Samples to be retained after analysis need not be refrigerated. Retained samples are for evidentiary purposes only.

8.8.3 EMERGENCY ANALYTICAL SERVICES

It is not anticipated that emergency analysis of radiological samples will be needed during the term of this contract. Therefore, this contract does not cover emergency analysis of radiological samples.

If NJDEP determines that an emergency analysis is necessary, NJDEP will negotiate a price with the Contractor and request the Contractor perform the emergency analysis via procedures outside of the rules of this contract.

8.9 DELETED

8.10 ANALYTICAL REQUIREMENTS

Laboratories performing radiological analyses shall use the following analytical procedures:

"Standard Methods for the Examination of Water and Wastewater," 17th edition, American Public Health Association, American Water Works Association, Water Pollution Control Federation, 1989.

1. For analyses of Task 1 air samples performed in the laboratory, the laboratory shall follow the analytical methods specified in the Federal Register/Volume 54, No. 240/Friday, December 15, 1989; EPA Final Rule 40 CFR 61 "National Emission Standards for Hazardous Air Pollutants; Radionuclides.

2. For all other Task 1, Non-Water Analysis media the laboratory shall use an analytical procedure from any of the following:

"Prescribed Procedures for measurement of radioactivity in Drinking Water," EPA Monitoring and Support Laboratories, Cincinnati, OH (EPA-600/4-80 August 1980.

"Interim Radiochemical Methodology for Drinking Water," EPA-600/4-75-008, March 1976.

Eastern Environmental Radiation Facility, Montgomery AL 36109, "Radiochemical Procedures Manual," EPA 520/5-84-006, August 1984.

"Radiochemical Analytical Procedures for Analysis of Environmental Samples," EMSL-LV-0539-17, March 1979.

1989 Annual Book of ASTM Standards, Vol. 11.02, American Society for Testing and Materials, 1916 Race Street, Philadelphia, PA 19103.

"Methods for the Determination of Radioactive Substances in Water and Fluvial Sediments," Book 5, 1989, Techniques of Water Resources Investigations of the United States Geological Survey, Chapter A5.

Environmental Measurements Laboratory, U.S. Department of Energy, "EML Procedures Manual, 27th edition."

3. For analysis of Task 2 water subject to NJDEP environmental laboratory certification and accreditation the laboratory shall use the analytical method associated with the laboratory certification or accreditation.

8.10.1 TASK 1 (Non Water Analysis)

Contractors for Task 1 must analyze all sample types including milk, air particulate filter, air particulate composite, air charcoal (iodine), soil, sediment (aquatic), fish/shellfish (aquatic biota), and vegetables. The bidder must participate in a proficiency testing (PT) program specifically designed for the nuclear power industry for radiochemical and gamma spectroscopy analysis of environmental samples. The PT program should be comprised of all samples and media types where blinds are submitted for analysis and quality assurance on a quarterly basis that satisfies the requirements of the USNRC Reg. Guide 4.15, Revision 2, July 2007 and the ANSI (N42.22-1995). The required PT media are milk, air particulate filters, soil, sediment (aquatic), and vegetables. The awarded contractor must meet the program standards in all these media. For analysis of soil/sediment samples, the awarded contractor should analyze these samples using the approved radioanalytical methods specified in the New Jersey Department of Environmental Protection's (NJDEP) Office of Quality Assurance (OQA) document entitled "Part III Analytical Testing Parameters", obtainable at: <http://www.nj.gov/dep/oqa/docs/part3.pdf>. The approved methods for soil/sediment samples are listed under Category SHW09, Solid and Hazardous Waste, Miscellaneous Parameters.

8.10.2 TASK 2 (Water Analysis) REQUIRED ANALYSIS AND LABORATORY CERTIFICATIONS

This Section applies to Task 2, the water analysis. For the parameters specified below, the Contractor shall use one of the following analytical methods, and shall hold certification in the following New Jersey Environmental Laboratory Certifications or New Jersey NELAP accreditations.

<u>Radiological Parameter</u>	<u>Analytical Process</u>	<u>EPA Analytical Method</u>	<u>ASTM Analytical Method</u>	<u>Standard Method</u>	<u>NJDEP Laboratory Certification*</u>
Strontium 89/90	Gas flow proportional - Beta counting	905.0	-	7500-SR B	SDW07.06000
Iodine 131	Radiochemical Analysis	902.0	D3649-91	7500-I B	SDW07.02000
Iodine 131	Gamma Spectrometry	901.1	D4785	7120	SDW07.02030
Cesium 134/137	Gamma Spectrometry	901.1	D2459	7500-Cs	SDW07.03000
Cobalt 60	Gamma Spectrometry	901.1	D3649	7120	SDW07.03100
Zinc 65	Gamma Spectrometry	901.1	D3649	7120	SDW07.03100
Tritium	Distillation/ Liquid Scintillation	906.0	D4107	7500-H3 B	SDW07.07000

* or equivalent New Jersey NELAP accreditation.

Contractors must hold the NJDEP Environmental Laboratory Certifications or the equivalent New Jersey NELAP accreditations specified above at the time of the bid submission and during the term of the contract. Loss of one or more of the above-required environmental laboratory certifications or NELAP accreditations may form a basis to bypass the Prime Task 2 Contractor and allow the NJDEP Contract Administrator to engage the Alternate Task 2 Contractor.

8.11 QUALITY CONTROL REQUIREMENTS

The QA/QC requirements of the analytical methods used must be met. The sections that follow discuss ONLY additions, modifications and items not specifically addressed in the methods. All other method specific QA/QC requirements even though not listed in this contract will be strictly enforced. (See Section 6.10.3 (Non-Payment)).

8.11.1 DETECTION LIMITS

A. The Contractor shall determine all MDC's in accordance with the procedures specified in Appendix B of 40CFR136. The laboratory must achieve MDC's equal to or better than those cited in the table below:

Radiation Protection Programs Minimum Detectable Concentration Requirements						
NUCLIDE	AIR pCi/M ³	WATER* pCi/L	SOIL/ SEDIMENT (AQUATIC) pCi/Kg (dry)	MILK pCi/L	FISH/ SHELLFISH (AQUATIC BIOTA) pCi/Kg (wet)	VEGETABLES pCi/Kg
GROSS ALPHA	0.01	3*				
GROSS BETA	0.01***	4*				
³ H		1000*				
⁵⁴ Mn		15***			130***	

⁵⁹ Fe		30***			260***	
⁵⁸ Co		15***	30		130***	
⁶⁰ Co		15***	30		130***	
⁶⁵ Zn		30***			260***	
⁸⁹ Sr		10*		1	1000	
⁹⁰ Sr		2*		1	1000	
⁹⁵ Zr		15***				
⁹⁵ Nb		15***				
¹³¹ I	0.07***	1**	100	1**	10	60***
¹³⁴ Cs	0.01	10*	150***	15***	130***	60***
¹³⁷ Cs	0.01	18***	180***	18***	150***	80***
¹⁴⁰ Ba		15***		15***		
¹⁴⁰ La		15***		15***		
²²⁶ Ra		0.5	500			
²²⁸ Ra		0.5				

NOTES:

* -- From USEPA Safe Drinking Water Reg. 141.25(c)(1)&(2). The NJDEP also samples a network of onsite non-potable groundwater monitoring wells (raw well water) at each of the state's nuclear power plant sites for tritium. The required MDC for the wells that are part of this special project shall be 300 pCi/L.

** -- Radiochemical Analysis performed for Iodine-131, USEPA Analytical Method 902.0.

*** -- Detection Capabilities for Environmental Sample Analysis, NUREG-1302, Offsite Dose Calculation Manual, Guidance: Standard Radiological Effluent Controls for Boiling Water Reactors, United States Nuclear Regulatory Commission, April 1991.

B. The laboratory must achieve MDC's that are lower than or equal to the MDC's cited in the specific method. The laboratory must contact the NJDEP within 72 hours after discovering that an MDC is NOT achieved. Communication will include (1) Initial notification via telephone to the Contract Administrator; (2) A follow-up Documented Electronic Mail, and (3) Documentation in the "Case Narrative" section of the "Report of Analysis". An explanation as to why the MDC was not achieved is required for all three steps.

8.11.2 LABORATORY DUPLICATES AND BLANKS

The Contractor shall analyze and report both sets of data where the method requires the analysis of two (2) or more duplicates.

The Contractor shall meet method requirements where the method requires the analysis of one (1) or more laboratory duplicate analysis.

Percentages of Blanks and Duplicates:

- 1) Each day, the laboratory shall perform 10 percent duplicate analysis to verify internal environmental precision.
- 2) Before counting a series of specific analyses, the laboratory shall measure a counting standard and background standard after every 20 samples have been measured.
- 3) During each day in which the laboratory performs fewer than 20 specific analyses, the laboratory shall measure one counting standard and background sample.

Differences between duplicate measurements shall be evaluated based on the guidance for laboratory quality control and measurement statistics provided in NUREG-1576 (EPA 402-B-04-001C), "Multi Agency Radiological Laboratory Analytical Protocols Manual (MARLAP)", Part II, Chapters 18 and 19,

Volume III, July 2004. Additional guidance on the acceptability of duplicate measurements and associated uncertainty is described in the USNRC Regulatory Guide 4.15, "Quality Assurance for Radiological Monitoring Programs – Effluent Streams and the Environment". If differences exceed two standard deviations, the Contractor shall consider the prior measurements "suspect." The Contractor shall examine all procedures and calculations every day and re-analyze all samples, if required, based on the examination. The laboratory shall maintain daily quality control performance charts and performance records for each instrument as described in the aforementioned guidance documents.

8.11.3 QUALITY CONTROL SAMPLES

The Contractor shall analyze a Laboratory Quality Control (QC) sample meeting frequency, QC, and QA requirements for all USEPA Methods where required by the method.

For Nuclear Power Generating Station Environmental Monitoring, the Contractor shall monitor instrument background through systematic background checks according to the procedures cited in the laboratory's analytical SOP. The Contractor shall analyze Instrument Control Check Samples daily prior to instrument use. The Contractor shall prepare Control Charts for each instrument. Laboratories performing 20 or more analyses per day shall measure a minimum of one (1) calibration standard and one (1) background sample with each group of 20 samples.

8.11.4 INSTRUMENT CALIBRATION

The Contractor shall adhere to the method for initial calibration requirements for all instruments.

The Contractor shall perform instrument calibration in accordance with the requirements of the specific analytical method with NIST MAP (Measurement Assurance Program) traceable standards. Measurement Assurance Programs are quality control programs for calibrating an entire measurement system.

8.12 CHAIN OF CUSTODY

8.12.1 NJDEP CHAIN OF CUSTODY FORM

NJDEP will include appropriate chain of custody forms in the shipment case with the sample containers. The Contractor's Sample Custody Officer must sign and complete the NJDEP Chain of Custody Form upon receipt of the shipment case. The Contractor must return a copy of the signed NJDEP chain of custody forms as part of the Final Data Report. Copies of NJDEP Chain of Custody Forms are included in Appendix 3.

In some cases, the nuclear power plant (or its contract sample collector) will ship split samples directly to Contract Laboratory. In this case, the NJDEP will send the Contractor Laboratory an NJDEP chain of custody for these samples electronically via email, FTP or an alternate method authorized by the Contract Administrator. The Contractor must provide a copy of the signed NJDEP chain of custody forms as part of the Final Data Report.

8.12.2 INTERNAL CHAIN OF CUSTODY

The Contractor is responsible for the storage and internal distribution of the sample. The Contractor must use a Contractor generated Chain of Custody Form to record the changes in responsibility for the sample. Each time responsibility for the sample changes from one individual to another, the Contractor must record the changes on the internal Chain of Custody and sign the document. The internal chain of custody shall be included in the Final Data Report.

8.12.3 SOP MANUAL

The Contractor's internal chain of custody procedures must be specified in the SOP manual.

8.12.4 KEEP ON FILE

The laboratory shall retain records concerning radiological analyses. The records to be retained include raw data records, quality control data records (including records of all quality control, chain-of-custody forms, and laboratory reports). The laboratory shall retain each record for at least five years after the date of the analysis. The laboratory shall retain records of analyses for ten (10) years if the person requesting the analyses were to be performed because of epidemiological or public health concerns.

If the laboratory discovers an error in the analysis of a regulatory sample, and the error may affect the validity of the reported analytical result, the environmental laboratory manager shall report the error to the contract manager. The laboratory shall make this notification within 72 hours after discovery of the error. The notification shall also be documented in the Contractor's "Report of Analysis" Case Narrative data report that is sent to the NJDEP.

The Contractor must keep its internal chain of custody form on file for each sample analyzed. The internal chain of custody form shall be made available to the NJDEP Contract Administrator on request. The Contractor's internal chain of custody form will not be part of the data report submitted to the NJDEP unless specifically requested.

8.12.5 ATTACH NJDEP CHAIN OF CUSTODY FORM

Upon completion of the sample analysis, the Contractor shall attach the NJDEP chain of custody documents to the data report.

8.13 DATA REPORTING

NJDEP Chain of Custody Forms (Appendix 3) serves the additional function of sample analysis request forms. When samples are submitted to the Contractor, the NJDEP Chain of Custody Form will accompany each sample. The Contract Administrator will indicate on these forms the analyses required. The laboratory data report must contain data for all samples submitted at the same time for the same project.

8.13.1 ELECTRONIC DATA STORAGE AND RETRIEVAL

The Contractor shall store raw and final electronic data in a form that is retrievable for ten (10) years.

8.13.2 FINAL DATA REPORT

The Contractor shall deliver the final data report to the NJDEP Contract Administrator.

A. SIGNIFICANT FIGURES:

Two or three significant figures should be used to report the values and one or two significant figures should be used to report the uncertainty.

B. DATA REPORT SIGNOFF:

The Analyst that performed the analysis, the Quality Assurance Officer, and the Laboratory Director shall sign the Final Data Report.

8.13.3 COMPONENTS OF FINAL DATA REPORT

The final Data Report shall include the following:

- 1) Cover Page
- 2) Table of Contents
- 3) AIA Form (see Appendix 5)
- 4) The NJDEP Chain of Custody Forms
- 5) Analysis Reports / Case Narrative
- 6) Analysis Worksheets
- 7) Detector QC results

The final data report shall be delivered to the NJDEP Contract Administrator within 28 days. The electronic deliverables shall be delivered to the NJDEP Contract Administrator at the same time as the data report but may be delivered by Email. If the contract laboratory transmits to the State the Final Data Report via File Transfer Protocol (FTP), or an alternate method approved by the Contract Administrator, the Contractor will provide notification to the Contract Administrator by telephone communication or email that the associated data file and report are available. The contractor shall supply the NJDEP contract administrator with the User ID/Password in order to gain access to the contractor's FTP site. Transmission of the Final Data Report via FTP is the preferred method.

8.13.4 QA/QC PROGRAM

The Contractor shall provide a copy of the Contractor's QA/QC program summary to the NJDEP Contract Administrator semi-annually.

The QA/QC program shall include and address all the items specified in the following Table of Contents:

- I. INTRODUCTION
 - A. Operational Quality Control Scope
 1. Monitoring Program
 2. QC Program
 3. QA Program (Internal and External Audits)
 4. Trending Graphs
 - B. Performance Characteristics
 1. Scope
 2. Bias
 3. Precision
 - C. QC Investigation Criteria and Result Reporting
 1. QC Investigation Criteria
 2. Reporting of Analytical Results to Laboratory Customers
 3. Corrective Actions
- II. ANALYTICAL SERVICES QUALITY CONTROL SYNOPSIS
 - A. Result Summary
 1. Environmental Services Quality Control
 2. Part 50/61 Quality Control
 3. Bioassay Quality Control
 4. Laboratory Quality Control Audit Committee Blind Duplicate Results
 5. Client Double Blind QC Results
 - B. Report of Status of Corrective Action Requests and Condition Reports
 - C. Status of Audits/Assessments

1. Internal
2. External

III. REFERENCES

8.13.5 ELECTRONIC DATA TRANSFER

A. The Contractor shall provide the following specific information about that data set along with the hard copy report:

ELECTRONIC DATA DELIVERABLES FORMAT TABLE				
FIELD NAME	TYPE	WIDTH	DECIMAL	COMMENT
SAMPLE ID	TEXT	255		VENDOR ASSIGNED SAMPLE NUMBER
LOC-NUM ****	TEXT	255		DEP LOCATION NUMBER
NJ LOG ID# *	NUMERIC	DOUBLE	0	DEP SAMPLE NUMBER
START DATE	TIME/DATE	DATE		DATE COLLECTION STARTED: mm/dd/yy
START TIME	TIME/DATE	TIME		TIME COLLECTION STARTED: (24 HR CLOCK)
STOP DATE	TIME/DATE	DATE		DATE COLLECTION STOPPED: mm/dd/yy
STOP TIME	TIME/DATE	TIME		TIME COLLECTION STOPPED: (24 HR CLOCK)
SAMPLE MEDIUM	TEXT	255		TYPE OF SAMPLE (MILK, ETC.)
NUCLIDE **	TEXT	255		NAME OF NUCLIDE
CONC/MDC	NUMERIC	8	3	NUCLIDE CONCENTRATION OR MDC
ERROR ***	NUMERIC	8	3	NUCLIDE ERROR -- ± 1.96 SIGMA
RECEIVE DATE	TIME/DATE	DATE		DATE SAMPLE LOGGED IN BY LAB
ANALYSIS DATE	TIME/DATE	DATE		DATE OF SAMPLE ANALYSIS BY LAB
ALIQOT VOLUME	NUMERIC	5	1	SAMPLE VOLUME
ALIQOT UNITS	TEXT	255		SAMPLE UNITS
COUNT DATE	TIME/DATE	DATE		SAMPLE COUNT DATE
COUNT TIME	NUMERIC	5		SAMPLE COUNT TIME
COUNT UNITS	TEXT	5		SAMPLE COUNT UNITS
DUP NUCLIDE	TEXT	255		DUPLICATE RESULTS (WHERE REQUIRED)
DUP CONC/MDC	NUMERIC	8	3	NUCLIDE CONCENTRATION OR MDC
DUP ERROR	NUMERIC	8	3	ERROR
AVE NUCLIDE	TEXT	255		AVERAGE OF NUCLIDE AND DUPLICATE
AVE CONC/MDC	NUMERIC	8	3	AVERAGE CONCENTRATION OR MDC
AVE ERROR	NUMERIC	8	3	AVERAGE ERROR
BLANK	TEXT	255		BLANK NUCLIDE
BLANK CONC/MDC	NUMERIC	8	3	BLANK CONCENTRATION OR MDC
BLANK ERROR	NUMERIC	8	3	BLANK ERROR
ACTIVITY	TEXT	255		AMOUNT OF CURIES IN SAMPLE (pCi, etc)
UNITS	TEXT	255		UNITS FOR THE ACTIVITY
COMMENTS	TEXT	255		COMMENTS ****

* This is a primary key field and must be the same as the NJDEP's data base. There is more flexibility in the other fields.

** Nuclides (1 through N).

*** Error (1 through N).

**** Comments can include (but not limited to) sampling issues such as insufficient or small sample size, sample spoilage or decay due to delays in sample analysis.

***** If the analysis is a “Duplicate”, the field should include the characters, “DUP” after the LOC-NUM. For example, a valid duplicate LOC-NUM would be, LOC-NUM “DUP”.

NOTES: In Character fields, all alphabetic characters shall be in upper case.

B. This information shall be submitted to the NJDEP in one of the following preferred forms:

1. Electronic Mail (E-Mail) – the data fields are to be delivered in an MS Excel FILE. This file shall be associated with the laboratory analysis identification number. This number is utilized with the associated Final Data Report and sample verification report (see Section 8.4) as well.
2. File Transfer Protocol (FTP) – if available, the Contractor shall place the data field file described in (1) on their FTP site. When the file is available for review by the NJDEP, **the Contractor shall notify the NJDEP by either e-mail or phone call.** The Contractor shall supply the NJDEP contract administrator with the UserID/Password in order to gain access to the contractor FTP site.

The NJDEP preferred method of delivery of the contractor Final Data Report is a Portable Document Format (PDF) file (in lieu of a hard copy) that has been placed on a non-writeable CD-ROM. If a PDF is not available, the contractor is required to provide a hard copy version through standard mailing. The NJDEP preferred method of delivery of electronic data deliverables is through FTP, or an alternate method approved by the Contract Administrator, utilizing an MS Excel file.

If a re-analysis of a particular sample is required, the Contractor shall submit the results separately from the original analysis (using the above format and delivery method). In addition, the Contractor shall submit an updated **Final Data Report** that contains the re-analysis results.

8.14 DISPOSAL OF SAMPLE REMNANTS

The laboratory shall dispose sample remnants and sample containers at no additional cost to the NJDEP after the sample storage time concludes in accordance with Good Laboratory Practices, and Hazardous Waste Regulations of the State in which the laboratory is located. Contractors must include the cost of disposal in the cost per sample price submitted on the completed price schedules. The laboratory shall request approval by the NJDEP to dispose of samples by phone call or electronic mail.

8.15 SHIPMENT OF SAMPLES AND EMPTY SHIPMENT CASES

8.15.1 SHIPMENT TO THE CONTRACTOR

NJDEP personnel using NJDEP owned sampling equipment will collect samples in NJDEP owned sample containers, or NJDEP will split samples with the nuclear power generating stations and deliver samples in utility provided containers. The NJDEP will put the sample containers and NJDEP Chain of Custody Forms into a NJDEP owned shipment case and send it to the Contractor. In some instances, the samples will be shipped directly from the nuclear power generating stations to the Contractor, at the Contractor’s expense, in order to minimize potential radioactive decay. In these instances, samples will be shipped in containers provided by the utility.

The cost of shipping samples to the Contractor shall be absorbed by the Contractor and must be included in the price for analysis. NJDEP will not make a separate payment to the Contractor for shipping samples in a shipment case to the Contractor.

8.15.2 SAMPLE CONTAINERS

Listed below are the sample containers that will be delivered to the laboratories that originate from the samples split with regulated utilities:

- A. Fish/Shellfish (Aquatic biota) – one pint polystyrene jar (fish or clam flesh) or polyethylene bags (approximately 30 clams per station if available)
- B. Soil – one quart polystyrene jar
- C. Milk – one gallon polyethylene cube container
- D. Surface water – one gallon polyethylene cube container
- E. Vegetables – 12 by 18 or 18 by 24 polyethylene bags (one bag per vegetable type)
- F. Air particulate filter – borosilicate glass fiber filter in glassine envelope in 3 by 6 polyethylene bag
- G. Sediment (aquatic) – one gallon wide mouth polyethylene bottle

8.15.3 EMPTY SHIPMENT CASES SHIPPED BACK TO NJDEP

After receipt of the samples, the Contractor shall sign the chain of custody form and remove the samples from the shipment case. The Contractor will then ship the empty shipment case back to the NJDEP Contract Administrator or other designated locations. The Contractor will include the cost of shipping the empty shipment case back to NJDEP in the cost of performing analysis. NJDEP will not pay the Contractor separately for the cost of shipping the empty sample case back to the NJDEP Contract Administrator.

8.15.4 SHIPMENT METHOD

The Contractor must provide the NJDEP Contract Administrator with a common carrier billing number to ship samples in a shipment case from NJDEP to the laboratory via a common carrier at the Contractor's cost. This contract requires the Contractor to absorb the cost of shipping samples from NJDEP to the laboratory and returning the empty shipment case.

Through this common carrier, the NJDEP will ship samples utilizing one of the following methods:

Standard Overnight (or a similar carrier's designation) – any sample media such as fish/shellfish (aquatic biota), milk or vegetation, or water. Utilization of this shipment method will reduce organic and radionuclide decay.

Two-day Business Delivery (or a similar carrier's designation) – for all other samples such as air, aquatic sediment or soil.

8.15.5 WORK LOCATIONS

All shipments of samples will be from official State offices, warehouses or work sites or other sites designated by the State. Return shipments of the empty shipment cases will be to official State Offices, warehouses or work sites. There will be no shipment of samples and empty shipment cases from or to individual employee's homes.

8.15.6 SHIPMENT TIMES

NJDEP will not ship any samples to the Contractor beyond sixteen (16) days from the collection date. If the Contractor receives samples that were shipped later than 16 days from collection, the Contractor shall contact the NJDEP Contract Administrator.

8.15.7 INCOMPLETE INFORMATION

If the Contractor receives samples and those samples are received with incomplete information on the Chain of Custody Form, the Contractor shall contact the NJDEP Contract Administrator and discuss the lack of information. Any discussion because of incomplete information will not be cause to bill NJDEP more for the analysis. The Contractor shall absorb the cost of obtaining this information. However, it will be incumbent on the Contractor to contact and discuss the problem with the NJDEP Contract Administrator to correct shipping errors in the future.

8.16 STANDARD OPERATING PROCEDURES MANUAL

Contractors shall perform all work in accordance with the technical requirements specified in the Scope of Work and in accordance with an NJDEP approved Standard Operating Procedures (SOP) Manual provided by the Contractor. The SOP manual shall be submitted in accordance with Section 7.6 of this document and shall be approved by NJDEP before a final contract is issued. The NJDEP Contract Administrator shall be contacted and provided copies of any revisions to the SOP manual that occur during the term of this contract. See Appendix 1 of this document for the technical requirements of the SOP manual.

In the manual, the laboratory shall properly designate by revision number and date, the standard operating procedure (SOP) for a specified analytical method for a particular type of analysis. Changes to the SOP's are effective only if the change is made in writing, signed and dated by the manager, supervisor, or quality assurance officer.

8.17 CONTRACT KICK-OFF MEETING

The NJDEP Contract Administrator shall arrange a contract kick-off meeting between the NJDEP users of this contract and the Contractor. The meeting will be held in the Bureau of Nuclear Engineering's Office at 33 Arctic Parkway, Trenton, NJ (Ewing Township). The Contractor's attendance is mandatory and shall be at no cost to the State. The State will not pay the Contractor to attend this meeting. At the meeting all aspects of the contract will be discussed including but not limited to, shipment of samples, analysis of samples, data reports, quality control and payment procedures.

The NJDEP Contract Administrator may arrange other meetings with the Contractor over the time of the contract to discuss non-compliance with the terms of the contract. The State will not pay the Contractor for attending these meetings.

9.0 ENGAGEMENT PROCESS

This contract has two tasks, Task 1 – Non-Water Analysis, and Task 2 – Water Analysis. Of the bidders determined to be responsive and responsible, the bidder ranked lowest in price will be recommended to be the Prime Contractor. Of the bidders determined to be responsive and responsible, the bidder ranked second lowest in price will be recommended to be the Alternate Contractor.

9.1 ORDER OF ENGAGEMENT

For all engagements in both tasks, the Prime Contractor will be offered every engagement first. Only if the Prime Contractor refuses an engagement, fails to perform or is otherwise unable to perform an engagement will the NJDEP Contract Administrator authorize the engagement of the Alternate Contractor.

9.2 INABILITY TO PERFORM

The following are reasons for why the Contractor may not be able to perform. These reasons involve factors beyond the Contractor's control, and loss of laboratory certification or standing in the proficiency testing (PT) program, and failure to perform.

9.2.1 FACTORS BEYOND THE CONTRACTOR'S CONTROL

Factors that are beyond the Contractor's Control include, but are not limited to: extremes of weather, act of nature such as floods and earthquakes, acts of civil or military authority, strikes, and plant shutdown. If a Contractor can not accept an engagement for these reasons, the NJDEP Contract Administrator will engage the Alternate Contractor, but will each succeeding engagement to the Prime Contractor.

9.2.2 LOSS OF LABORATORY CERTIFICATION/ PROFICIENCY TESTING (PT) PROGRAM PROBLEMS

If the Prime Contractor loses required NJDEP Environmental Laboratory certifications or NELAP accreditations that are needed to perform work under this contract, then the Prime Contractor must notify the Contract Administrator immediately in writing. The NJDEP Contract Administrator will bypass the Prime Contractor, and engage the Alternate Contractor, until such time as the Prime Contractor regains the required certifications/accreditations. Once the Prime Contractor regains the required certifications/accreditations, the Prime Contractor shall contact the Contract Administrator in writing.

If the Prime Contractor fails to maintain standards, or fails to continue participation in the proficiency testing (PT) program, the Prime Contractor must notify the Contract Administrator immediately in writing. The NJDEP Contract Administrator will bypass the Prime Contractor, and engage the Alternate Contractor, until such time as the Prime Contractor regains an acceptable standing in the proficiency testing (PT) program. Once the Prime Contractor regains the required standards or regains an acceptable standing in a proficiency testing (PT) program, the Prime Contractor shall contact the Contract Administrator in writing.

9.3 FAILURE TO PERFORM

If the Contractor fails to provide deliverables or services specified in the contract or otherwise fails or refuses to perform any work specified in this contract, the NJDEP Contract Administrator may bypass the Prime Contractor permanently and establish the Alternate Contractor as new the Prime Contractor. Such a change will only occur after the NJDEP provides notice to the Contractor in writing, and the Contractor is given the opportunity to correct such deficiencies. In this case the Prime Contractor for a

task will become the Alternate Contractor and the Alternate Contractor will become the Prime Contractor.

Examples of Failure to Perform include, but are not limited to:

1. Failure to provide any required data deliverables (Final Data Reports, analytical test results, etc) within the time frames required by this contract.
2. Failure to achieve the required contract MDC's
3. Incorrect reporting of results due to, for example, contaminated laboratory equipment