

**Ohio Environmental Protection Agency
Division of Hazardous Waste Management**

**Analytical Laboratory Service
Request for Proposals**

RFP NUMBER: EPA08202003
DATE PUBLISHED: August 22, 2003

This Request for Proposal (RFP) seeks to identify a contractor to provide analytical laboratory services to the Division of Hazardous Waste Management (DHWM).

Events and Dates

CONTRACTOR'S QUESTIONS:	September 1 – 5, 2003
RESPONSES TO CONTRACTOR'S QUESTIONS PUBLISHED:	September 10, 2003
PROPOSAL DUE DATE:	September 22, 2003 by 4:00 p.m. EST
RECOMMENDATION OF AWARD, (estimated)	October 10, 2003
WORK BEGINS (estimated):	December 1, 2003

REQUEST FOR PROPOSAL
by the

OHIO ENVIRONMENTAL PROTECTION AGENCY
DIVISION OF HAZARDOUS WASTE MANAGEMENT

August 22, 2003

The Ohio Environmental Protection Agency (Ohio EPA), Division of Hazardous Waste Management (DHWM), invites contractors (Contractors) to submit proposals to provide analytical laboratory service for DHWM.

Duration: This Request for Proposal (RFP), which is not a contract, is considered a general requirement for the procurement of the services listed herein. The Director of Ohio EPA will award a contract to the successful Contractor. The Contractor may commence performance of the awarded contract upon receipt of an official State of Ohio Purchase Order (ADMO523/PORE) from the agency listed in the contract. When delivery/performance of the contract, as listed on the purchase order has been commenced, and upon receipt of proper invoice(s), the ordering agency will provide payment. The proposed duration of the contract is for approximately seven months, beginning on or about December 1, 2003 and ending June 30, 2004. If agreed upon by both parties, DHWM may extend this contract for an additional year, beginning July 1, 2004, and ending June 30, 2005.

Quantity: Quantities listed herein are **ESTIMATED** only. The agency does not obligate itself to purchase the full quantities listed herein. The agency's requirements may exceed the quantities shown and on the Purchase Order once the contract has been signed by the Director of Ohio EPA.

Enclosed are the instructions for submitting proposals, the standard Ohio EPA contract, Technical Requirements, and Rate Schedules that apply to this RFP.

Proposal Due Date: September 22, 2003 by 4:00 p.m. EST
Contractors' Questions: September 1 - 5, 2003
By FAX (614) 728-1245

Please mail proposals to: Ohio Environmental Protection Agency
Division of Hazardous Waste Management
Lazarus Government Center
Attn: Eric Schultz
P.O. Box 1049
Columbus, Ohio 43216-1049

For hand deliveries to the building, to:

Ohio Environmental Protection Agency
Division of Hazardous Waste Management
Lazarus Government Center
Attn: Eric Schultz
122 South Front Street
Columbus, Ohio 43215

1.0 RFP OVERVIEW

1.1 RFP Organization

This RFP is organized into three (3) sections and seven (7) attachments.

<u>Sections</u>	<u>Description</u>
Section 1.0	RFP Overview - includes purpose, organization, timeliness, and background information.
Section 2.0	Proposal Submission, Format, and Inquiries.
Section 3.0	RFP Scope of Work - includes Statement of Work and Scope of Services.
Attachment I	Rate Schedule for Analytical Services.
Attachment II	Rate Schedule for Legal Testimony or Preparation.
Attachment III	Rate Schedule for Training/Total Costs.
Attachment IV	Rate Schedule for Sample Shipment by Laboratory Personnel
Attachment V	Standard Ohio EPA Contract - does not include contract amount or RFP Scope of Work; this is an example of standard Ohio EPA contract language. The selected Contractor must comply with the terms and conditions set forth in the Standard Ohio EPA Contract.
Attachment VI	Client Reference Form.
Attachment VII	Evaluation Scoring Description.

1.2 Purpose of RFP

This RFP is issued by the Division of Hazardous Waste Management (DHWM) to obtain the laboratory services necessary to conduct analysis of media to identify potential hazardous waste(s) and to determine the concentration of organic and inorganic constituents of concern.

The DHWM field staff may conduct sampling under the following (but not necessarily limited to) circumstances:

- Sampling of contaminated media, such as soil, to detect the presence of hazardous waste(s) and/or hazardous waste constituents;
- Sampling of process waste streams to determine the presence of hazardous waste(s) and/or hazardous waste constituents;
- Sampling of known hazardous wastes to confirm the accuracy and adequacy of the waste generator's characterization of the waste; and
- Sampling of unknown media and/or materials from an abandoned site to determine the presence of hazardous waste(s) and/or hazardous waste constituents.

"Hazardous waste" and "hazardous waste constituents" in this section are used as defined in Ohio Administrative Code rule 3745-50-10.

Under the terms and conditions of the contract, DHWM will require the Contractor to enter into a binding agreement to do the following:

- Conduct laboratory analyses of media and/or waste samples collected by DHWM field personnel.
- Compile written reports summarizing the results of the laboratory analyses and submit these reports to appropriate DHWM personnel.
- Provide general sampling supplies (e.g., sample containers, preservative ampules, packaging materials and chain-of-custody forms) as necessary to DHWM field personnel.
- Provide special sampling supplies (e.g., United Nations certified containers/packaging) as necessary to DHWM field personnel.

- Provide pick up of samples for analysis and delivery to the laboratory by laboratory personnel. Pick up locations will be: Ohio EPA Central Office, Ohio EPA Groveport Field Office, Ohio EPA district offices and field locations as necessary to DHWM field personnel. Payment for this service will be calculated by mileage, and will be paid by separate invoice.
- Provide expert testimony relating to laboratory analyses as needed.
- Provide technical assistance or training relating to laboratory analyses or operations to DHWM as needed.

1.3 RFP Timetable

The timetable listed below contains both firm and estimated dates. The estimated dates are to be viewed only as projected time frames. DHWM reserves the right to reasonably adjust this timetable if it is in the best interest of the State of Ohio.

Firm Dates

RFP Announcement:	August 22, 2003
Contractor's Questions:	September 1 - 5, 2003
Responses to Contractor Questions on Ohio EPA Web Site:	September 10, 2003
Last Day RFP Available	September 22, 2003
Proposal Due Date:	September 22, 2003 by 4:00 p.m. EST

Estimated Dates

Recommend Award:	October 10, 2003
State of Ohio Controlling Board Hearing:	November 3, 2003
Work Begins:	Contingent upon signature of the contract by the Director of the Ohio EPA, on the first day of the following month (expected date, December 1, 2003)

As the current General Assembly cannot commit a future General Assembly to an expenditure, the contract resulting from this RFP cannot extend beyond the biennium ending June 30, 2005, unless affirmatively renewed by issuance of a state purchase order or affirmatively renewed by another legally acceptable method.

2.0 PROPOSAL SUBMISSION, FORMAT AND INQUIRES

2.1 Proposal Submittal

Two (2) copies of the Contractor's proposal are due no later than September 22, 2003 by 4:00 p.m. E.S.T. DHWM will not consider proposals or amendments to proposals after this time. Contractors should submit proposals to either of the DHWM addresses below.

For deliveries to the building:

Ohio Environmental Protection Agency
Division of Hazardous Waste Management
Attn: Eric Schultz
Lazarus Government Center
122 South Front Street
Columbus, OH 43215

For delivery by the U.S. Postal Service:

Ohio Environmental Protection Agency
Division of Hazardous Waste Management
Attn: Eric Schultz
P.O. Box 1049
Columbus, OH 43216-1049

2.2 Contract Inquiries

Contractors may send questions concerning the RFP by facsimile to DHWM, Attn: Eric Schultz at (614)728-1245. DHWM will accept questions starting on September 1 and continuing through September 5, 2003. DHWM will not answer questions submitted after September 5, 2003. DHWM will post all of the questions received and our answers on DHWM's web page: <http://www.epa.state.oh.us/dhwm/> for one week before the date Contractor proposals are due.

From the release of this RFP until DHWM awards the contract, Contractors cannot communicate with any State staff concerning this RFP except using the methods described above. If DHWM receives or is made aware of unauthorized communication, we may disqualify the Contractor's proposal.

2.3 Proposal Format

The proposal must include sufficient information to allow the evaluation committee to verify the Contractor's abilities to perform the services outlined in the RFP. The Contractor's cost proposal (cost summary) is to be included in its submission as specified below. Where numerical amounts are required to be indicated, arabic numbers, including zero, must be used.

Instructions for submittal of proposals are as follows. **If the Contractor fails to provide all the requested information, DHWM may, at its discretion, disqualify the proposal from further consideration.** The Contractor must submit two (2) copies of the proposal. The proposal must follow the same format as described below and contain easily identifiable tab sheets separating each section.

If DHWM determines during its review of the proposal, or thereafter, that the Contractor provided fraudulent information concerning any of the Contractor's capabilities or activities, DHWM will disqualify the proposal from further consideration. If DHWM has already awarded the contract, DHWM will terminate it.

2.3.1 Cover Letter/Executive Summary

The cover letter/executive summary must be in the form of a standard business letter and must be signed by an individual authorized to legally bind the Contractor. The letter must provide a summary of the Contractor's services to be provided, and list the name and telephone number of a contact person with

authority to answer questions regarding the proposal. The letter must also include the name and telephone number of the contact person to be notified regarding contractual issues.

2.3.2. Contractor Profile

A Contractor that is an individual, partnership, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust must include in its proposal an affirmative statement that, as applicable to the Contractor, no such individual or spouse of such individual has made, and no partner, shareholder, administrator, executor, or trustee, or the spouse of any of them has made, as an individual, within the two previous calendar years, one or more contributions totaling more than \$1,000.00 to the Governor of Ohio or to his campaign committees, consistent with the restrictions of Section 3517.13(I) of the Revised Code.

The proposal **must** include a completed Internal Revenue Service W-9 form.

The proposal **must** include a copy of certificate for Workers' Compensation.

The proposal **must** include a list of other Contracts for laboratory services the Contractor has with other State of Ohio Agencies, Departments or Divisions, or laboratory Contracts held with governmental agencies, departments or divisions of other states.

All proposals **must** include four (4) letters of reference from clients that requested similar analyses, particularly for waste matrices. These references must include the completion of the reference form, Attachment VI, included in this RFP. The reference letter may be submitted in the clients' format, but must include all details of Attachment VI. The client must include, on their company letterhead, a signed statement of completion of the reference survey. This statement is to be completed by the individual detailing experience with your laboratory facility. It is the Contractor's responsibility to ensure that all references are furnished to DHWM. These references must be supplied, either within the body of the proposal or directly from the clients, by the proposal due date. Failure to comply may, at the discretion of Ohio EPA, result in disqualification of the proposal.

2.3.3. Personnel Profile and Qualifications

The proposal must identify project staff. All members of the project must be identified by name and credentials provided for each. Credentials for project staff must specify: educational background and/or formal training in performing

laboratory analysis, number of years in the position, and a summary of duties. Evidence must exist that all employees that perform analytical work must have read, understood, and are using the latest version of the laboratory's in-house quality documentation and procedures. Documentation must be provided in a statement that explains the laboratory's in-house training and method performance demonstrations for employees. A clear description of the lines of responsibility in the laboratory must be provided. Information must also be provided on the responsibilities of senior staff that perform QA/QC review.

2.3.4 Technical Qualifications

The Contractor must currently be performing analyses by Gas Chromatograph/Mass Spectrometer and Inductively Coupled Plasma, as well as SW-846, Methods 5035 and 1311 on-site. Additionally, the proposal **must** include an identification of each analytical method, as specified in Attachment I, that the Contractor can currently perform on the premises of the Contractor submitting the proposal. DHWM requires that at least 90 percent of the methods specified in the RFP Scope of Work, Attachment I, can be performed on-site by the winning Contractor.

The proposal **must** also specifically identify the analyses that cannot be performed on-site by the Contractor submitting the proposal. Prior to issuance of the contract, for each method that cannot be performed on-site by the winning Contractor, the Contractor must supply the name, address, and telephone number of each laboratory that will be providing analytical support for the method.

The proposal **must** include an itemized list, including quantity, manufacturers, and models of all applicable instrumentation currently operable on-site to complete the analyses listed in Attachment I. The proposal **must** include a concise description of the laboratory's facility, testing areas, heating and ventilation system, and monitoring systems (e.g., humidity, temperature, in-line pH system, etc.).

The proposal **must** include **all** Standard laboratory Operating Procedures (SOPs) for the analyses requested in the Statement of Work. These instrument, equipment and sample procedures must include, but not be limited to: calibration, sample and standards preparation, digestion, sample receipt and storage. Special emphasis will be placed on the toxicity characteristic leaching procedure (TCLP). SOPs may be submitted as part of the proposal in electronic or written format. SOPs submitted in electronic format must be formatted in WordPerfect or compatible software (DHWM can convert files to Word 6.1 and can read text files). A standardized format should be followed for all SOPs.

The proposal **must** include a complete copy of a written laboratory Quality Assurance Project Plan (QAPP) which has been prepared in accordance with U.S. EPA's guidance: "Preparation Aids for the Development of Category I Quality Assurance Project Plans," EPA/600/8-91/003, February, 1991 or comparable U.S. EPA QAPP related guidelines. Elements that should be contained in the QAPP or provided in separate documents include, but are not limited to:

- Detailed methods documentation.
- Laboratory sub-sampling procedures. Procedures required for laboratory personnel to obtain sub-samples of soil or waste should be documented. Where sampling (as in obtaining an aliquot from a submitted sample) is required by the test method, the laboratory must use the documented procedures in the test method.
- Laboratory procedures for labeling and documentation of standards, and reagents.
- Data verification procedures, including: example of procedures write-up, QC personnel flow diagram and QC review percentage.
- Sample handling, sampling acceptance policy, sample receipt and sample tracking.
- Sample disposal procedures and Contractor qualifications.
- Chain-of-custody procedures.
- Copies of chain-of-custody form and sample labels.
- Laboratory access control and security procedures.
- Transfer procedures to another party.
- Laboratory quality system, audits, internal audits, quality control, and data verification.
- Laboratory Quality Assurance and Quality Control for matrix spike/matrix spike duplicate, laboratory control samples, surrogates compounds, internal standards and metals spikes (may be included within or as an attachment to the QAPP).
- Method detection limits for SW-846, Methods 8260B, 8270C and 6010B.
- Subcontracted laboratories' QAPPs and SOPs.
- Corrective measures.
- Example of chain of custody.
- Description of facility/accommodations and HVAC system.
- Personnel training.
- Preventive maintenance.
- Internal quality control.
- Statement of data quality objectives.
- Statement of archival of data, including laboratory notebooks.

The proposal **must** include an example hard copy of an analytical deliverable for **TCLP VOC analysis, TCLP RCRA 8 metals analysis and ignitability**, all for a non-drinking water matrix. Documentation to be included with the deliverables **must** include, but are not limited to, those detailed in section 3.10 of the RFP Scope of Work for “standard” data packages. The deliverable will be evaluated for completeness using DHWM’s Tier I Data Validation Checklist, and **must** include **completed** TCLP and ignitability preparatory bench sheets. For an example of the Tier I Data Validation Checklist and the information to be included for evaluation of completeness, check the following website (paying particular attention to Appendix II):

<http://www.epa.state.oh.us/dhwm/pdf/Appendix%20II.pdf>

The proposal **must** include an example of electronic deliverables on a 3.5" diskette or CD-ROM, and all necessary information (system specifications and modem numbers) concerning the ability to provide electronic transfer of data. This electronic deliverable **must** also include all information included in the section 3.10 of the RFP Scope of Work for “standard” data packages.

The proposal **must** include performance evaluation (PE) results from a minimum of the two most recent **consecutive** rounds of either the Contract Laboratory Program or applicable state or national certification round robin(s).

The proposal **must** include copies of the most recent state or government system audit, or American Association for Laboratories Accreditation or National Environmental Laboratory Accreditation Program system audit, and copies of complete audit reports, including findings and responses, for **all** such accreditations.

The proposal **must** include the names, addresses, telephone numbers, and contacts for all companies currently used for the disposal of hazardous waste streams generated from lab operations. DHWM retains the right to request that alternate companies be used, due to potential conflicts-of-interest.

2.3.5 Itemized Cost Summary

The cost summary must be submitted with the proposal in a separate, sealed envelope marked "Cost Proposal." The cost summary will consist only of a completed copy of the Rate Schedules as provided in Attachments I, II, III and IV. Failure to submit the cost proposal in a separate, sealed envelope will be grounds to eliminate the proposal from further consideration and evaluation. Each per unit cost for the parameters listed in Attachment I, will include all costs (e.g., sampling supplies, shipping of containers, personnel, compilation of a final report, QA/QC procedures, storage, etc.)

associated with performing the analysis. Each hourly cost stipulated in Attachments II and III will include costs for travel, office supplies, copying, and any other anticipated direct costs. Costs for Attachment IV will be for mileage only.

2.3.6 Proposal Disqualification

Each Contractor responding to this RFP will ensure that they provide all information as requested. Any omissions, errors, or information provided by the Contractor other than that requested by DHWM will deem the proposal as non-responsive and may disqualify the proposal from further consideration.

2.4 Evaluation of Proposals

DHWM will evaluate the proposal on all of the following information and qualifications:

A. Technical Qualifications

- Contractor's qualifications to provide the service according to the specifications, terms, and conditions stipulated herein based on the quality and detail of information submitted in the proposal (e.g., SOPs, QAPP, references).
- Current performance of analytical methods as specified in Attachment I, including availability and quantity of on-site instrumentation necessary to perform each analytical procedure specified in Attachment I.
- Current ability to perform SW-846, Method 5035, 1311, 8260B, 8270C and 6010B, in-house, in an accurate and precise manner.
- Capability of laboratory personnel as qualified by academic training or level of experience.
- Results of work performance on previous contracts including; timeliness, responsiveness to client's needs, reliability of sample data generated by the laboratory, and any additional information that may be used for an evaluation of the Contractor's qualifications.
- Results on laboratory system audits.

B. Conformance with the RFP Scope of Work

- Accuracy and completeness of the proposal package.
- Completed rate schedules.
- Contractor's response to the requested information and documentation.
- Quality and quantity of information provided in the laboratory SOPs and QAPP.
- A completed Internal Revenue Service W-9 form.
- Copy of certificate for Workers' Compensation.
- Copy of State of Ohio certificate or documentation as a Minority Business Enterprise, if applicable.
- Acknowledgment of contributions to the State of Ohio Governor or Governor's campaign.

C. Laboratory Audit/Performance Evaluation Samples

Ohio EPA personnel will perform a laboratory walk through and informal audit of the laboratory personnel, facilities, records and equipment. Performance Evaluation (PE) samples will be provided to the laboratory by DHWM at the time of the audit. The PE sample(s) will be analyzed for one or all of the following analyses: TCLP RCRA 8 metals (6010B and 7471A) and/or TCLP volatile organic compounds (8260B). Ohio EPA personnel will oversee sample receipt, login, and TCLP preparatory steps leading up to the point of TCLP tumbling. Accommodations must be made by laboratory personnel to perform these tasks during the time Ohio EPA personnel are present for the audit. A maximum of two (2) PE samples will be provided to the laboratory for analysis. If two samples are provided, one (1) will be for TCLP RCRA 8 metals analysis only and one (1) for TCLP VOC analysis only. Several requirements for the PE samples are:

- PE samples must be analyzed by method 6010B/7471A and 8260B.
- 14-day turnaround time will be required.

- The Contractor will be responsible for the costs associated with analysis and reporting of the PE samples. Data reports must contain all of the information to be included in a “standard” data package as detailed in Section 3.10 of the RFP Scope of Work.

D. Cost

- Low total combined cost of all parameters listed in Attachment I, II, III and IV.
 - Attachment I, Cost for Analytical Parameters (19 points).
 - Attachment II, Cost for Court Testimony (3 points).
 - Attachment III, Cost for Training (3 points).
 - Attachment IV, Cost for laboratory transport of samples (6 points).
- Attachment VII outlines and gives an example of overall scoring.

2.5 Contractor Selection

The Contractor awarded the contract will be chosen by DHWM based on a point ranking system. Each responsive proposal will receive a ranked score based on the points it earns in the areas listed below. The Contractor earning the highest total points will be chosen by DHWM as the most qualified Contractor. DHWM will negotiate a contract with the most qualified Contractor. If DHWM is unable to negotiate a contract with the Contractor ranked most qualified, negotiations will proceed with the second most qualified Contractor.

DHWM will evaluate all proposals first on their technical qualifications and conformance with the RFP Scope of Work. During this evaluation, DHWM will not know Contractor proposal amounts.

After DHWM evaluates the technical qualifications and conformance with the RFP Scope of Work for each Contractor, the three Contractors with the highest scores will be selected for further consideration. For the three Contractors selected, DHWM will perform an on-site audit of each of the Contractor's laboratory operations. Included in the audit will be the analysis of performance sample(s), using standard reference materials, to be analyzed in a 14 calendar-day turn around time. DHWM will conduct these audits to confirm the accuracy of the information provided in the proposal submitted and to observe directly, the overall laboratory capabilities of the Contractor. The score given to each Contractor following the on-site lab audit will be added to the previous score that each Contractor received on its technical qualifications and conformance with the RFP

Scope of Work. The three Contractors will then be ranked from highest to lowest according to the total scores received based on; technical qualifications, conformance with RFP Scope of Work and results of a laboratory audit.

Each of the three Contractors will then have their "Cost Proposal" opened. The opened cost proposals will be ranked from lowest cost (receiving the most points) to highest cost (receiving the least points). A Contractor that is not initially selected as one of the top three candidates as referenced above, will not have their cost proposal opened by DHWM.

Evaluation Criteria:

- Technical Qualifications and Conformance with the RFP Scope of Work (25 points)
- Laboratory Audit and Performance Samples (50 points)
- Cost (25 points)

The Contractor with the combined highest score from technical qualifications and conformance with the RFP Scope of Work, Laboratory Audit and Performance Evaluation samples, and the Itemized Cost Summary will be selected as the winning Contractor.

Attachment V outlines and gives an example of overall scoring.

If Contractors do not submit information requested in the RFP or do not submit it in the format requested, DHWM reserves the right to reject any proposals and reserves the right to seek additional information from any Contractor submitting a proposal.

2.6 Costs Incurred in Preparing Proposal

All costs incurred in the preparation of the proposal will be borne by the Contractor alone and DHWM will not contribute, in any way, to the cost of the preparation of the proposal.

2.7 Costs Related to Ohio EPA Audit

To more fully evaluate the Contractors' qualifications, Ohio EPA-DHWM will perform a laboratory walk through and informal audit of the laboratory personnel, facilities, records and equipment. Ohio EPA personnel will consist of approximately three individuals, and their travel may, at the discretion of Ohio EPA, be required to be borne by the Contractor. Depending on the Contractor's location, travel expenses may include transportation and lodging.

2.8 Trade Secret Information

All proposals submitted will become the property of DHWM. In accordance with Chapter 125.071(C) of the Ohio Revised Code, all proposals are considered confidential until they are opened. After the due date and when a proposal is opened, all information submitted by the Contractor will be considered public information unless the Contractor specifically demonstrates, in writing, that it considers information to be a confidential trade secret.

2.9 Notification of Award

DHWM will notify the successful Contractor in writing. Within two weeks of the award of the contract to the successful Contractor, DHWM will also notify all other Contractors that submitted proposals of the award.

3.0. **RFP SCOPE OF WORK**

DHWM will require that the Contractor awarded a contract pursuant to this RFP comply with the requirements provided on the following pages. Services rendered under this contract will include the physical and chemical characterization of environmental media and/or waste samples collected by DHWM, as well as potential court testimony and training supplied by the Contractor.

3.1 Applicable Method Documents

The following documents (with current revisions) may be applicable to laboratory operations in whole or parts as determined by DHWM. The Contractor will not substitute or modify those methods provided in the following documents or listed in Attachment I without prior written approval by DHWM.

- 40 Code of Federal Regulations (CFR), Parts 136, 141, 261, 264, and 761, 1989 and 1990.
- U.S. EPA CLP :
 - U.S. EPA, "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods," Third Edition, 1986 with revisions (or most recent promulgated version).
 - CLP Statement of Work (SOW) for "Inorganic Analysis, Multi-Media, Multi-Concentration," Document number ILMO.30. Dec. 1994.

- CLP SOW for "Organic Analysis, Multi-Media, High Concentration," Document number IHCO1.2.
- CLP SOW for "Organic Analysis, Multi-Media, High Concentration," Revision from 9/88 and 4/89.
- CLP SOW for "Organic Analysis, Multi-Media, High Concentration," Document number OLMO1.0 - OLMO1.7.
- U.S. EPA, "Method for Chemical Analysis of Water and Waste," EPA 600/4-79-020, March 1993 with revisions.
- U.S. EPA, Method for Organic Chemical Analysis of Municipal and Industrial Wastewater," EPA 600/4-82-057, July 1982 with revisions.
- American Society for Testing and Materials (ASTM).
- American Public Health Association, American Water Association, Water Environment Federation (APHA, AWWA, WEF), "standard Methods for the Examination of Water and Wastewater," 20th Edition, 1999.
- U.S. EPA, Compendium of Methods for the Determination of Toxic Organic Compounds in Ambient Air," EPA 600/4-84-011.
- U.S. EPA, "Method for the Determination of Organic Compounds in Drinking Water," EPA/600/4-88/039, 1988 & 1991.

DHWM may request the laboratory to perform other methods not included in Attachment I. Under these circumstances, the Contractor will provide on company letterhead a Unit Cost for each test/matrix requested by DHWM. This information will be submitted before sending an invoice to DHWM for performance of this additional method. This letter may be submitted by facsimile.

3.2 Applicable Regulations

The Contractor will provide analytical services that require the qualitative and quantitative identification of material commonly referred as:

- Hazardous Waste as defined in Ohio Administrative Code Rule 3745-51-10.
- Analytical Methods for Water Quality Standards as defined in Ohio Administrative Code Rule 3745-1-03.

- Priority Pollutants as defined in Section 101 of CERCLA.
- Polychlorinated biphenyls (PCBs) as defined in 40 CFR Part 761.
- Ground Water Monitoring Parameters as Defined in 3745-54-98, Appendix IX.
- Tentatively Identified Compounds (TICs). TICs are compounds for which a standard is not available per the SW-846 method(s), but can be identified by comparison of the sample spectra with the mass spectrum defined in the EOA/NIH Mass Spectral Library.

3.3 Laboratory Coordination

The Contractor and DHWM will designate individuals to serve as contacts. There will be six (6) designated Laboratory Coordinators; one (1) for each of the five (5) Ohio EPA District Offices and one (1) for Ohio EPA Central Office. The names of these contacts and their District Office addresses will be provided upon award of a contract.

The Contractor will also designate one (1) person to serve as a Laboratory Representative, who will act as a liaison between Ohio EPA and the laboratory(ies).

All general correspondence, including analytical results, will be conducted through the District Office Laboratory Coordinator specified on the chain-of-custody (COC) form. All correspondence concerning the submission of invoices will be conducted through the Central Office Laboratory Coordinator. The Contractor will not conduct business, accept requests for analytical work, agree to perform work or otherwise work directly with other Ohio EPA individuals unless the appropriate District and/or Central Office Laboratory Coordinator cannot be contacted and the situation requires emergency action and/or laboratory analysis.

Each District Office Laboratory Coordinator will be responsible for coordinating that district's sampling events with the Contractor. The District Office Laboratory Coordinator will be responsible for requesting the appropriate sample supplies from the Contractor.

DHWM will identify each sampling event and District Office using a sample control number. DHWM will include this number on each COC form. An example of this numbering format is as follows:

Example: xSW110103-HW

x - first letter of the laboratory's name.
SW - district location (e.g., SW - Southwest)
110103 - month, day and year of sampling
HW - Ohio EPA division that collected the samples.

3.4 Sample Supplies and Laboratory Services

- Sample containers - preserved or un-preserved: The laboratory will have and follow a Standard Operating Procedure (SOP) that will be used by laboratory personnel for preserving sample containers. They will package the sample containers and a custody seal will be used to insure tampering has not occurred during transit. All sample containers will meet U.S. EPA specifications, unless otherwise requested.

DHWM requires that all sample containers used in the collection of Volatile Organic Compounds be of Level "I" cleanliness and that these sample containers be accompanied with a "Certificate of Cleanliness." All other containers will be of minimum Level "II" cleanliness (e.g., cleaned to the same standards as Level "I", except without a "Certificate of Cleanliness"). Occasionally, DHWM may provide coolers; however, all shipping costs required for the delivery of sample supplies (i.e., containers, trip blanks, preservatives, coolers, COC) to the District Offices or sampling sites from the laboratory will be borne by the Contractor and will be included in the Unit Cost per parameter in Attachment I.

- If DHWM requires specialized sample containers or shipping/packaging materials (e.g., United Nations certified containers/packaging), the Contractor will supply these to DHWM. DHWM will pay the costs of these items upon receipt of an itemized invoice by the Contractor. Pricing of the specialized containers or shipping/packaging materials will be by a mutually agreed upon price by the DHWM Central Office Laboratory Coordinator and the Contractor. All shipping costs required for the delivery of specialized sample containers or shipping/packaging materials to the District Offices or sampling sites from the laboratory will be borne by the Contractor and will be included in the Unit Cost per parameter in Attachment I.
- Trip Blanks: The laboratory will provide trip blanks with each cooler for aqueous samples for volatile analysis. Trip blanks will consist of organic-free water preserved with hydrochloric acid to a pH < 2. The laboratory will seal all trip blanks before shipping, using custody seals, to insure no tampering. COCs will also accompany all trip blanks from the laboratory.

- Preservatives: The laboratory will have available and provide DHWM sample containers containing preservative or, if requested by DHWM, containers accompanied by preservative ampules. They will provide these materials along with sample containers when applicable. Preservatives will include hydrochloric acid, nitric acid, sodium hydroxide, and any other preservative that may be required for the methods listed in Attachment I and requested in the sample container order.
- Sample labels, COC forms, and custody seals: The laboratory will provide self-adhesive sample labels, COC forms, and custody seals. These forms will consist of carbon copies in triplicate.
- Coolers and shipping materials: DHWM may request that the laboratory return shipping coolers for delivery of samples. The laboratory may be requested to supply DHWM with shipping materials for samples shipped to their laboratory (e.g., packaging materials, labels). Overnight shipping of supplies must be made available.
- All costs associated with the shipment of sampling supplies to the District Offices or the sampling site (e.g., containers, coolers, preservatives, COC, shipping, etc.) will be included in the Unit Cost per parameter as listed in Attachment I.
- The Contractor will make overnight transportation of samples available to DHWM using a mutually agreeable carrier. The Contractor's carrier may be asked to pick up samples from either the District Office or the sampling site.
- The Contractor will make sample pick up from a Ohio EPA designated location to the laboratory by **laboratory personnel** available. This must be by laboratory personnel and not by a commercial courier service. All costs associated with this pick up and delivery will be based on the round trip mileage from the laboratory's location to the Ohio EPA designated pick up location. Ohio EPA pick up locations may consist of the following: Ohio EPA Central Office, Ohio EPA Groveport Field Office, Ohio EPA District Offices and/or field sampling locations. Payment for this service will be made on a per mile basis, and will be separate from the analytical costs.
- All costs associated with standard, non-dangerous goods designated, non-Contractor pickup/shipment of samples from the Ohio EPA Central Office, Ohio EPA Groveport Field Office, Ohio EPA District Offices or the sites to

the laboratory will be borne, within the unit analytical cost, by the Contractor. The Contractor's commercial carrier account number will be made available to ship samples at DHWM's request.

- The commercial carrier's hours of operation will be flexible enough that samples may be picked-up or delivered until 6:00 p.m. EST. Monday through Friday.
- The Contractor will have a sample receiving department established at one central location. The Contractor's sample receiving department will accept samples until 6:00 p.m. EST Monday through Friday. DHWM also requires the Contractor to have hours available for Saturday delivery upon request.

3.5 Sample Turn-Around-Times, Surcharges, and Penalties

All turn-around-times (TAT) will begin from the verified time of sample receipt into the laboratory's sample receiving area (i.e., the commercial carrier can verify that the Contractor signed for the samples) and end on the postmark date on the final report. On results that require analysis in seven (7) days or less, the TAT will be from the verified time of sample receipt into the laboratory's sample receiving area to the date of receipt of the facsimile or electronic data file by DHWM.

DHWM anticipates the following TATs:

- 80% of the total environmental samples submitted will require a thirty (30) day TAT;
- 10% of the total environmental samples will require a fourteen (14) day TAT;
- 5% of the total environmental samples will require a seven (7) day TAT;
- 5% of the total environmental samples will require a two (2) day TAT.

The laboratory may be required to submit preliminary results by facsimile for all samples submitted by DHWM. In these circumstances, the laboratory will then submit a final analytical report within two (2) weeks from the date of receipt of the preliminary results by DHWM.

DHWM will pay the following premiums as a percent of the quoted Unit Cost for each sample requiring the TATs listed:

<u>Turn-Around-Time</u>	<u>Premium</u>
Fourteen (14) day TAT	25%
Seven (7) day TAT	50%
Two (2) day TAT	100%

All other rush TATs not specified herein will be reimbursed at a cost mutually agreeable to all participating parties. DHWM will receive prior written notification of all charges accounted for in this section.

3.6 Laboratory Subcontracting Requirements

The laboratory must not request analytical services from "sister" laboratories or other laboratories without prior approval by DHWM. Laboratory services must not be subcontracted until review of relevant documentation and approval by DHWM. If analytical services are subcontracted without prior approval from DHWM, DHWM reserves the right to refuse the analytical results and payment of all associated costs and to procure laboratory services at cost to be borne by the Contractor.

The laboratory will allow for site audits of the laboratory by DHWM. DHWM will perform all audits during regular business hours. Evidence of improper laboratory procedures or handling may be grounds, at the discretion of DHWM, for procedural changes or termination of the contract.

3.7 Sample Custody and Storage Procedures

The laboratory will preserve the COC procedure for all samples submitted by DHWM by using internal COC forms. These procedures include recording the names of all people handling the samples, time and samples handled, and location(s) of the samples at all times. These samples will be maintained in a secured location with controlled access (monitored or locked).

3.8 Performance Evaluation Samples

The Contractor (including subcontracted laboratories as approved by DHWM pursuant to 3.6) may be requested to analyze performance evaluation samples during the term of the Contract. The results of these samples will be used to demonstrate the Contractor's ability to perform the analytical methods listed in Attachment I. Costs associated with sample purchase, analysis and reporting will be borne by DHWM as per the Rate Schedule for Analytical Services, Attachment I.

These samples are used to evaluate laboratory personnel involved in the measurement process and the laboratory's ability to:

- Identify substances;
- Quantify substances;
- Reproduce analytical data;
- Assess accuracy of analytical data;
- Perform mass spectral library searches;
- Maintain a contaminant-free environment;
- Understand documentation, reporting, and quality assurance and quality control requirements.

3.9 Diskette Deliverables or Electronic Transfer of Data

DHWM can request electronic deliverables on diskette **and** CD ROM (formatted and recorded using Windows operating system; in electronic format) in addition to hard copies of deliverables.

DHWM prefers that the electronic deliverables on diskette be provided in a spreadsheet format. The following software packages are recommended by DHWM for diskette deliverables: (1) Excel, (2) dBASE, and/or (3) FoxPro. The Contractor must have available and functioning software for diskette and CD ROM deliverables. DHWM reserves the right to request modified diskette/CD ROM deliverables, and will review and approve software packages used to generate diskette/CD ROM deliverables for DHWM.

3.10 Final Analytical Report

The Contractor will provide DHWM all analyses (e.g., original analyses and re-analyses) in one final, "standard" data package, as outlined in Section 3.10 of the RFP Scope of Work (no addendums for re-analyses unless circumstances warrant). The final report submitted to the District Laboratory Coordinator and Central Office Laboratory Coordinator will be submitted on company letterhead with a cover letter stating, at a minimum, the following information:

- Site name;
- Laboratory coordinator's name;
- DHWM sample control number;
- Correlation between laboratory sample number, DHWM sample control number;
- Case narrative;
- Copy of the COC;
- QC officer sign-off sheet;
- Sample/cooler receipt form;

- Applicable bench sheets (e.g., TCLP bench sheets);
- Analytical results;
- Identification of analytical method(s) used; including detection limits;
- Date and time sample received;
- Extraction date and time;
- Analysis date and time;
- Percent solids raw data;
- Supportive quality control data, including
 - MS/MSD data
 - Blanks/blank spike recoveries
 - Surrogates
 - Internal standard recoveries
 - Laboratory control samples
 - TCLP blanks
 - TCLP spikes.

If requested, the Contractor will supply an “Expanded” analytical report. The information included in the Expanded analytical report that the Contractor submits to the requesting Laboratory Coordinator will closely approach the level of reporting for the U.S. EPA Contract Laboratory Program. The expanded data package will consist of all information contained in the standard analytical report, and in addition will include:

- Initial instrument calibration date/time/results;
- Raw data calculation worksheets;
- Chromatograms;
- Mass spectral data for each sample.

The final laboratory report supplied to the requesting District Laboratory Coordinator will be in hard copy format, unless otherwise requested electronically. In addition, the Contractor will submit a duplicate of the final laboratory report to the Central Office Laboratory Coordinator. This report may be in either an identical hard copy format as submitted to the District Laboratory Coordinator or in an electronic format which would include all of the information submitted to the District Laboratory Coordinator.

All final analytical reports must be bound and paginated. DHWM reserves the right to change the final report structure to meet DHWM's needs. The laboratory will provide a final report within the designated TAT.

3.11 Penalties for Laboratory Error

The Contractor will immediately report by telephone to the designated District Office Laboratory Coordinator all samples that are lost or broken or exceed the recommended holding time (as stipulated in SW-846, U.S. CLP, or in the laboratory QAPP) for preservation, extraction or analysis. If the District Office Laboratory Coordinator is unavailable by telephone, they will report the incident to the Central Office Laboratory Coordinator.

If samples are otherwise broken, lost or exceed their holding time before extraction or analysis because of laboratory error, the Contractor will immediately (no later than 24 hours from discovery) report by telephone these incidents to the District Office Laboratory Coordinator. The Contractor will then provide in writing to Ohio EPA District Office and Central Laboratory Office Coordinator the reason(s) for the loss, breakage or exceeded holding time within five (5) working days of the initial report of the incident.

DHWM may assess the following penalties for samples broken or lost in the laboratory, or held past the recommended holding times. These penalties may be assessed at the discretion of DHWM:

- The Contractor will not charge DHWM for the Unit Cost of the broken/lost sample(s) or sample(s) held over the holding time.

In case of laboratory error, such as analyses with QA data out of the established control limits (method blank contamination that exceeds criteria, surrogate(s) outliers, check sample outliers, etc.) as specified in SW-846 or other relevant guidance documents and methodologies, one (1) of the above penalties may be assessed by DHWM.

3.12 Penalties for Late Delivery

DHWM may assess late delivery penalties based on the number of days the preliminary or final analytical reports are received at DHWM after the requested turn around time (TAT). DHWM may assess these penalties as a percentage of the Unit Cost for all sample analyses exceeding the required TAT.

Preliminary results sent to DHWM by facsimile within the requested TAT will not be assessed penalties. DHWM may assess penalties if it does not receive the final analytical report within two weeks after receipt of the preliminary results.

DHWM may assess the following penalties for sample results received after the requested TAT: In situations where extenuating circumstances are the cause of failure to meet TAT, penalties will be assessed on a case by case basis. These

will take into account the nature of the laboratory problem encountered, advance notice of difficulty in meeting TAT and the importance of TAT for the particular sample. Any analytical reports which are requested with an expedited TAT, but not provided in that expedited TAT will be charged by the Contractor at the normal unit cost as per 30-day TAT. If these analytical reports are not provided within the 30-day TAT, they will be assessed the same penalties as analytical reports requested with a 30-day TAT.

- 5% of the Unit Cost per calendar day exceeding a TAT of thirty (30) days.

3.13 Laboratory Analysis Reimbursement

DHWM will compensate the Contractor on a Unit Cost per completed parameter as listed in Attachment I. The Contractor's invoice must include: (a) sample supplies; (b) storage of unused samples and/or digests and extractions; (c) shipping of sample supplies; (d) analysis; (e) interpretation, and; (f) final analytical reporting for each sample per parameter.

In billing the State of Ohio, the Contractor will indicate the number of completed samples per requested parameter. DHWM requests that each sampling activity, identified by DHWM control number, be invoiced separately. These invoices will include the site name, Ohio EPA project number, District Laboratory Coordinator's name, date samples were received by the Contractor, Contractor's invoice number, Contractor's identification number, number of samples required per parameter and the parameter(s). The Contractor will submit invoices to the DHWM Central Office Laboratory Coordinator for review and approval.

The original invoices must be submitted for review and approval to DHWM, Central Office within sixty (60) days from the time the samples were submitted to the Contractor. Any invoices that do not meet DHWM's approval will be returned to the Contractor for correction. The resubmitted invoices will be returned to DHWM, Central Office within fourteen (14) days of receipt of returned invoices. DHWM reserves the right to refuse reimbursement for any invoices that are not submitted within these time frames.

3.14 Court Testimony

DHWM may require the Contractor to have laboratory personnel present testimony, affidavits, and/or compile documentation concerning the validity of the sample results. The cost associated with these requests will be based on the rate schedule as specified in Attachment II.

The Contractor will review all laboratory calculations, logbooks, and sample result forms for all data in preparation for legal actions. The Contractor will perform this review at the request of DHWM in preparation for court proceedings or testimony. A formal report of all findings during the review must be submitted to DHWM within fourteen (14) days of the request.

DHWM reserves the right to assess penalties to laboratories failing to meet the deadline date. All penalties may be assessed at the discretion of DHWM. The penalties that DHWM may assess are the same as for late delivery. See section 3.11.

3.15 Reimbursement for Court Testimony

The Contractor will be reimbursed for court testimony, affidavits, and documentation testifying to the validity of data and analytical methods by the rate schedule presented in Attachment II. The Contractor's invoice will provide an accounting of the number of hours spent on testimony or report preparation by expert witnesses, technical support personnel, and clerical personnel. Other expenses such as travel costs (at the government approved rates specified in section 3.18), and other direct costs related to court proceedings should be taken into account in the Hourly Rate stipulated in Attachment II.

The Contractor will submit invoices, including the date(s) of testimony or date on initial request for document preparation by DHWM, and the site name or location that is undergoing judicial action to the Central Office Laboratory Coordinator for review and approval.

The original invoices must be submitted for review and approval to DHWM, Central Office Laboratory Coordinator within sixty (60) days from the time that testimony was completed, or when documents and affidavits were submitted to DHWM by the Contractor. Any invoices that do not meet DHWM's approval will be returned to the Contractor for correction. The resubmitted invoices will be returned to DHWM, Central Office within fourteen (14) days of receipt of returned invoices. DHWM reserves the right to refuse reimbursement for any invoices that are not submitted within these time frames.

3.16 Laboratory Access and Technical Support

Upon request, the Contractor will provide technical support (training on the proper sample preservation, QA/QC, etc.) and access to its facilities. Training materials which will be provided to attendees and a suggested agenda will be submitted in draft form to the DHWM Laboratory Coordinator three weeks prior to the scheduled course for review and comment. The Contractor in response will

modify the training material to incorporate the suggested revisions by DHWM before the training session. All technical support and facility access will be coordinated through the District Office Laboratory Coordinator(s) and/or the Central Office Laboratory Coordinator and the Laboratory Representative. DHWM will reimburse the Contractor for the training as specified in the rate schedule in Attachment III.

3.17 Reimbursement for Laboratory Access and Technical Support

DHWM will compensate the Contractor on an Hourly Rate for training as listed in Attachment III. The Contractor's invoice must provide an itemized accounting of: (a) the number of hours used by training staff and clerical personnel, (b) travel expenses and (c) other direct costs associated with the training program.

The Contractor must submit invoices, including the date(s) of training or technical support, and the site name or location where training took place to the Central Office Laboratory Coordinator for review and approval.

The original invoices must be submitted for review and approval to the DHWM, Central Office Laboratory Coordinator within sixty (60) days from the time that training was completed. Any invoices that do not meet DHWM's approval will be returned to the Contractor for correction. The resubmitted invoices must be returned to DHWM, Central Office within fourteen (14) days of receipt of returned invoices. DHWM reserves the right to refuse reimbursement for any invoices that are not submitted within these time frames.

3.18 Sample Shipment by Laboratory Personnel

The Contractor will make sample pick up from an Ohio EPA designated location to the laboratory by **laboratory personnel** available. This must be by laboratory personnel and not by a commercial courier service. All costs associated with this pick up and delivery will be based on the round trip mileage from the laboratory's location to the Ohio EPA designated pick up location. Ohio EPA pick up locations may consist of the following: Ohio EPA Central Office, Ohio EPA Groveport Field Office, Ohio EPA District Offices and/or field sampling locations.

3.19 Reimbursement for Sample Shipment by Laboratory Personnel

DHWM will compensate the Contractor on a per mile basis for sample pick up and delivery as requested. Mileage will be calculated based only on the miles driven between the laboratory and the Ohio EPA designated pick up location.

Mileage will not include miles accumulated related to the Contractor servicing other clients. The Contractor's invoice must provide an accounting of: (a) the number of miles driven, round-trip, for pick up and delivery of the samples.

The Contractor must submit invoices, including the date(s) of service, and the site name or location where sample pick up took place, to the Central Office Laboratory Coordinator for review and approval.

The original invoices must be submitted for review and approval to DHWM, Central Office within sixty (60) days from the time the samples were submitted to the Contractor. Any invoices that do not meet DHWM's approval will be returned to the Contractor for correction. The resubmitted invoices will be returned to DHWM, Central Office within fourteen (14) days of receipt of returned invoices. DHWM reserves the right to refuse reimbursement for any invoices that are not submitted within these time frames.

3.20 Travel Expenses

The Contractor will pay for all travel and per diem costs that are part of the Contractor's normal scope of work. Travel and per diem costs incurred by the Contractor because of a special request made by DHWM and/or under prior written approval will be paid by the State of Ohio. DHWM will reimburse expenses for travel pursuant to State of Ohio Guidelines. Reimbursement rates will be limited to those that apply to state employees established according to section 126.31 of the Ohio Revised Code. In-State, reimbursable travel expenses for an individual are \$75 plus tax/night for lodging, \$40/day for meals, mileage at \$0.30/mile, and miscellaneous expenses (tolls, parking, etc.).

3.21 Record Retention and Storage

The Contractor must maintain all analytical records (e.g., instrument printouts, preparation logs, Certificates of Cleanliness, calculation forms) and Contractor invoices/vouchers for samples submitted by DHWM for a period extending three (3) years beyond the expiration date or termination of the contract. All records must be maintained in the document control center with controlled access. These records must be filed by the site name(s), DHWM control number(s), and laboratory sample numbers for ease of accessibility. All records or copies will be made available to DHWM at all times, at no additional cost.

3.22 Sample Analyses Confidentiality

DHWM may submit samples for analysis that will be used for active litigation. Due to these circumstances, sample data must not be identified in any document to parties not bound by this contract. This requirement will apply to the Contractor and any subcontracted laboratory.

3.23 Sample Inventory and Disposal

The Contractor must develop and maintain a thorough sample inventory (written and/or computerized). Samples will be tracked by DHWM sample number, laboratory sample number, site name, date of sample analysis, parameters, contaminants found, U.S. EPA hazardous waste codes, sample matrices, and remaining sample volume.

The Contractor will provide secured storage of samples with controlled access. The Contractor will provide a typed inventory of samples requiring disposal to the designated District Office Laboratory Coordinator and the Central Office Laboratory Coordinator. This inventory will be provided every six (6) months. Sample(s) will be disposed of only with **prior approval** by DHWM. The Contractor will assume all costs associated with sample disposal. These samples will be disposed of according to all State and Federal laws and regulations, and will not bring liability to Ohio EPA and the State of Ohio will not be responsible or liable for such disposal. There will be no additional charge for extended storage of samples.

3.24 Invoicing for Re-analyses

DHWM will not reimburse the Contractor for re-analyses other than those requested by DHWM. The cost associated with sample re-analyses resulting from method and/or laboratory quality control outliers (e.g., internal standards, surrogates, and laboratory check samples) will be borne by the Contractor.

Attachment I Rate Schedule for Analytical Services

Parameter	Method Number	Sample Projection Soil/Waste	Annual Unit Cost Soil/Waste	Total Cost Soil/Waste	Sample Projection Water	Annual Unit Cost Water	Total Cost Water
ORGANIC TESTS							
Volatile Organic Compounds	8260B	100			50		
Volatile Organic Compounds	802B	25			25		
Non-halogenated Organic Compounds	801B	15			10		
Chlorinated Hydrocarbons	8121	30			10		
Closed System Purge and Trap for Volatiles (DHWM will supply their own EnCore Samplers)	5035/ 8260B	50			0		
Base Neutral Acid Compounds	8270C	30			25		
Acid Only	8270C	5			5		
Base Neutrals Only	8270C	5			5		
Organochlorine Pesticides (No PCBs)	8081A	10			5		
Polychlorinated Biphenyls	8082	10			0		
Organochlorine Herbicides	8151A	5			0		
INORGANIC TESTS							
Metals - TAL (23) including digestion fees	6010B/ 7000	25			50		
Metals - RCRA (8) including digestion fees	6010B/ 7000	150			50		
Digestion - ICP (provide unit cost only)	3000	0			0		
Digestion - Furnace/Flame (provide unit cost only)	3000	0			0		
Hexavalent Chromium	3060B/ 7196A	20			5		
Antimony	6010B	10			5		
Antimony	7040/ 7041	10			5		
Arsenic	6010B	10			5		

Parameter	Method Number	Sample Projection Soil/Waste	Annual Unit Cost Soil/Waste	Total Cost Soil/Waste	Sample Projection Water	Annual Unit Cost Water	Total Cost Water
Arsenic	7060A/ 7061A	10			5		
Barium	6010B	10			5		
Barium	7080A/ 7081	10			5		
Cadmium	6010B	35			5		
Cadmium	7130/ 7131A	10			5		
Chromium	6010B	30			5		
Chromium	7190/ 7191	10			5		
Lead	6010B	35			5		
Lead	7420/ 7421	15			10		
Mercury - Cold Vapor	7470A/ 7471A	35			5		
Selenium	6010B	10			5		
Selenium	7740/ 7741A	5			5		
Silver	6010B	10			5		
Silver	7760A/ 7761	5			5		
Zinc	6010B	35			5		
Zinc	7950/ 7951	10			5		
Fluoride	340.2	0			10		
Sulfide		0			10		
Alkalinity	310.1	0			10		
Total Phosphorus	365.2	0			10		

Parameter	Method Number	Sample Projection Soil/Waste	Annual Unit Cost Soil/Waste	Total Cost Soil/Waste	Sample Projection Water	Annual Unit Cost Water	Total Cost Water
MISCELLANEOUS							
Cyanide - free	SM 41211	20			5		
Cyanide - Reactive	SW 7.3.3.2	20			5		
Cyanide - Total	9010B/ 9012 A	10			5		
Hydrogen ion - pH	9045C/ 9040B	15			25		
Ignitability	1010	25			15		
Zero Headspace Extraction	1311	75			10		
Total Suspended Solids	160.2	0			10		
Total Organic Carbon	415.1	0			10		
Total Dissolved Solids		0			10		
Turbidity		0			10		
Ammonia	350.3	0			10		
Total Phenolics	420.1	0			10		
Biological Oxygen Demand	310.1	0			10		
Chemical Oxygen Demand	405.1	0			10		
Chloride	325.2	0			10		
Nitrate	353.3	0			10		
Oil and Grease	1664	0			10		
Sulfate	375.4	0			10		
Toxicity Characteristic Leaching Procedure	1311	200			10		
Toxicity Characteristic Leaching Procedure	filter-only	0			25		
Sulfide - Reactive	7.3.2.1	20			0		
Sulfide	9030B/ 9031	15			5		
Corrosivity	1110	5			25		

Parameter	Method Number	Sample Projection Soil/Waste	Annual Unit Cost Soil/Waste	Total Cost Soil/Waste	Sample Projection Water	Annual Unit Cost Water	Total Cost Water
Total Organic Carbon	9060	5			10		
Total Organic Halides	9021	15			0		
Total Chlorine by test kit	9077A & B	50			0		
Total Chlorine	9076	5			0		
Screening for Pentachlorophenol	4010A	15			0		
Screening for PCBs	4020	5			0		
Screening for Petroleum	4030	10			0		
TPH	8440	10			0		
TOTAL							
Additional charges (not to be factored into cost evaluation)							
Surcharge for "Expanded" data package (requested at the time of sample submittal), expressed as a percent of the total deliverable charge. See section 3.10 of the RFP Scope of Work for "standard" data packages.	____%						
Surcharge for "Expanded" data package (requested subsequent to "Standard" data report receipt), expressed as a percent of the total deliverable charge. See section 3.10 of the RFP Scope of Work for "standard" data packages.	____%						

Soil includes waste oil, sludge, and sediment.

Unit cost includes sample supplies, shipping of sample supplies, storage analysis, interpretation and DHWM specified "standard" reporting (see RFP Scope of Work, Section 3.10).

Water includes leachate, surface water, and ground water.

Complete all columns in this attachment.

Attachment II

Rate Schedule For Court Testimony or Preparation

Court Testimony/Preparation Activity	Hourly Cost (\$)*	Projected Number of hours	Total Projected Costs (\$)
Expert Witness (insert titles) _____ _____ _____	_____ _____ _____	40	
Technical Support (insert titles) _____ _____ _____	_____ _____ _____	50	
Clerical (insert titles) _____ _____ _____	_____ _____ _____	30	
Total			

* the Hourly Cost should include, travel costs (Section 3.17), and other direct costs.

Attachment III

Rate Schedule for Training/Total Costs

Training Activity	Hourly Cost (\$)*	Projected Number of hours for training	Total Costs
Quality Manager/Instructor (insert titles) _____ _____ _____	_____ _____ _____	18	
Clerical (insert titles) _____ _____ _____	_____ _____ _____	15	
Total			

* The Hourly Cost should include travel expenses (see Section 3.17 for the government approved rates) and training materials (including: handouts, books, overheads, slides, other office supplies).

Attachment IV

Rate Schedule for Sample Shipment By Laboratory Personnel

Sample shipment	Cost Per Mile (\$)	Total Average Delivery Cost (this column to be completed by Ohio EPA)
Sample Shipment By Laboratory Personnel	_____	_____

* The Total Average Delivery Cost will be established by calculating the average round trip pick up/delivery driving distance between the laboratory and the five Ohio EPA district offices.

Cost Sheet for Attachments I, II, III and IV

Attachment	Cost (\$)
Total Cost from Attachment I	
Total Cost from Attachment II	
Total Cost from Attachment III	
Total Cost from Attachment IV	
Total Combined Costs (Attachments I, II, III and IV)	

Attachment V

Contract No. _____

Vendor I.D. _____

CONTRACT

THIS Contract is made by and between the Director of the Ohio Environmental Protection Agency (Director), on behalf of the Ohio Environmental Protection Agency (Ohio EPA), and _____ (the Contractor), located at _____ and the Contractor's agents, successors and assigns. Unless otherwise specified herein, this Contract shall be effective as of the date signed by the Director or his or her designee. In consideration of the mutual covenants and stipulations set forth herein, the parties agree as follows:

ARTICLE I

Contact and Coordination

- The Contractor shall successfully perform and complete and remain responsible for all work to be performed under this Contract. Consistent with the terms of this Contract, the Contractor shall coordinate all work with the Ohio EPA through the Director of the Ohio EPA, or his designee, who shall be known as the "Contract Manager." The initial Contract Manager for this Contract shall be _____. Any questions or disputes regarding the duties of the Contractor shall be resolved by the Director of Ohio EPA or the Contract Manager. The Ohio EPA's Contract Manager shall be responsible for:
a) evaluating whether the Contractor's performance complies with this Contract;
and b) authorizing any payment of compensation to the Contractor.
- All notices, requests or other communications or payments hereunder shall be in writing and shall be hand-delivered; mailed first class, postage pre-paid; or mailed certified or registered mail, postage pre-paid, as follows:

(a) If to the Ohio EPA:

Ohio Environmental Protection Agency
Division of Hazardous Waste Management
Attn: Eric Schultz
Lazarus Government Center
P.O. Box 1049
Columbus, Ohio 43216-1049

(b) If to the Contractor:

All notices, requests or other communications or payments shall be effective as of the date when actually received by the party to whom such notice, request, or other communication is addressed. Either party may change the person to whom and/or the address at which notices, requests, or other communications or payments may be delivered to it by providing written notice of such new person and/or such new address to the other party.

ARTICLE II

Statement of Work

1. The Contractor is responsible for ensuring the performance of its duties and obligations arising under this Contract. The Contractor shall successfully perform and complete the work and activities set forth in the Scope of Work, labeled "Exhibit 1", which is attached hereto, made a part hereof, and incorporated by reference as if fully written herein.
2. All documents and other writings, information, photographs, software, and all other materials and property prepared, developed, created, or discovered by the Contractor, under or in connection with this Contract, shall become the property of the Ohio EPA at the termination of this Contract. The Contractor shall allow the Director, and such other persons as the Director shall designate, reasonable

access to all documents and other writings, information, photographs, software, and all other materials and property prepared, developed, created, or discovered by the Contractor, under or in connection with this Contract, for the purpose of examining and copying such documents and writings. At the termination of this Contract, the Contractor may be required to deliver to the Ohio EPA all documents and other writings, information, photographs, software, and all other materials and property prepared, developed, created, or discovered by the Contractor, under or in connection with this Contract. This Paragraph is not intended to confer upon the Ohio EPA ownership of proprietary instructional materials utilized in connection with training services provided to Ohio EPA personnel by the Contractor.

3. The parties agree that the term of this Contract runs as specified in Exhibit 1, Scope of Work. The term of this Contract may not be extended except upon written agreement by all parties to this Contract.

ARTICLE III

Compensation

1. **(Compensation)** The Ohio EPA shall compensate the Contractor in accordance with Exhibit 2, which is attached hereto, made a part hereof, and incorporated by reference as if fully written herein. The Ohio EPA shall have the right, at reasonable times, to audit the Contractor's financial records, and to take such other action as is necessary, to verify the accuracy of the amounts of compensation claimed hereunder.
2. **(Records)** The Contractor shall keep all financial records relating to this Contract in a manner consistent with generally accepted accounting procedures. Documentation supporting charges shall be filed in a manner allowing it to be readily located.
3. **(Compensation)** The compensation set forth in this Contract shall constitute the sole and exclusive consideration offered or furnished by the Ohio EPA for the performance of services by the Contractor. The Ohio EPA shall make no payments on behalf of the Contractor into any fringe benefit program, medical insurance plan, worker's compensation fund or unemployment compensation fund available to employees of the Contractor. The Ohio EPA is hereby released from any and all liability for injury received by the Contractor, its employees, agents or subcontractors while performing tasks, duties, work or responsibilities as set forth in this Contract.

4. **(Invoices)** As a condition of payment by the Ohio EPA, the Contractor shall submit to the Ohio EPA [bi-weekly, monthly, quarterly, etc.] invoices in a form acceptable to the Ohio EPA, which shall identify by line item the hours worked by the Contractor chargeable to this contract and/or the charges for goods supplied by the Contractor. The invoices shall be sent to **Eric Schultz** at the following address:

Ohio Environmental Protection Agency
Division of Hazardous Waste Management
Lazarus Government Center
P.O. Box 1049
Columbus, Ohio 43216-1049

5. **(Invoices)** Subsequent to the delivery of goods or services that conform to the terms of this Contract to the satisfaction of the Director or his designee, the Contractor shall submit proper invoices. A proper invoice is defined as being free from discrepancies and errors and one that:
- (a) Includes the Contractor's name and address as designated in this Contract;
 - (b) Includes the Contractor's Federal Employer Identification Number or Social Security Number, as appropriate;
 - (c) Includes the address to which the payment is to be sent;
 - (d) Includes the Purchase Order number, if any, authorizing the purchase of goods or services;
 - (e) Includes a description of the goods or services, including the time period during which the goods or services were delivered or rendered, the unit price, the quantity, and the total price of goods or services delivered or rendered. If the invoice is for lease purchase, the payment number, e.g., 1 of 36, shall also be indicated; and
 - (f) Is for goods or services that conform to the terms of this Contract to the satisfaction of the Director or his representative.

Invoices that are not proper, either because they are defective in form or are for noncomplying goods or services, shall be returned to the Contractor within fifteen (15) days, noting areas for correction.

6. **(Payments)** Payments under this Contract shall be due on the 30th calendar day after the date of actual receipt of a proper invoice in the office designated to receive the invoice. Ohio Revised Code Section (R.C.) 126.30 is applicable to this Contract and requires payment of interest on overdue payments as provided in R.C. 126.30(E).
7. **(Access to Records)** During the period covered by this Contract and until the expiration of three years after final payment under this Contract, the Contractor agrees to provide the State, its duly authorized representatives or any person, agency or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this Contract. The Contractor shall, for each subcontract (if a subcontract is permitted) in excess of twenty-five hundred dollars (\$2,500.00), require its subcontractors to agree to the same provisions of this Article.

ARTICLE IV

General Provisions

1. **(Entire Agreement)** This Contract establishes the rights, duties, and obligations of the parties. This Contract constitutes the entire agreement between the parties.
2. **(Change)** Except as specified in Paragraph 3 or Paragraph 5 of this Article, no change, termination, or attempted waiver of any of the provisions of this Contract shall be binding upon the parties unless in writing and signed by all parties. No waiver of any breach or violation of any part of this Contract shall be deemed to be a waiver of any future breach or violation of this Contract.
3. **(Funding Contingency)** It is understood by the parties to this Contract that the Ohio EPA's funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Contract is terminated as of the date that the funding expires without further obligation of the Ohio EPA. This Contract is subject to R.C. 126.07, which provides, in part, that the obligations of the Ohio EPA under this Contract shall not be valid and

enforceable unless the director of the Office of Budget and Management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations. The expenditure of funds by the Ohio EPA under this Contract is further contingent upon the approval of such expenditure by the Controlling Board, if such approval is required pursuant to R.C. 127.16.

4. **(Biennium Limitation)** Because the current General Assembly cannot commit a future General Assembly to an expenditure, contracts cannot extend beyond a biennium unless affirmatively renewed by the issuance of a state purchase order or affirmatively renewed by another legally acceptable method.
5. **(Termination)** Upon fourteen (14) days written notice to the Contractor, this Contract may be terminated by the Ohio EPA for cause, except that the Ohio EPA may, in its discretion, provide the Contractor a period of seven (7) days to remedy any such cause within the control of the Contractor. As used in this Paragraph, "cause" includes, but is not limited to: a determination by the Ohio EPA that funds for this Contract have become unavailable; the breach of a material condition or term of this Contract by the Contractor; unreasonable delay, as determined by the Ohio EPA, in the performance of work under this Contract by the Contractor; an assignment by the Contractor for the benefit of creditors, or the commencement of proceedings in bankruptcy by or against the Contractor. Upon receipt of notice of termination, the Contractor shall cease work on the terminated activities under this Contract, suspend or terminate all subcontracts relating to such terminated activities, and take all reasonable measures to limit disbursements and minimize costs. Within seven days of termination, the Contractor shall submit to the Ohio EPA a final invoice. The Director shall pay the Contractor only for those goods or services which the Director or his or her designee determines are satisfactory in accordance with this Contract.
6. **(Non-assignability)** All of the terms and conditions of this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns; provided, however, neither party may assign any of its respective rights or obligations hereunder without the prior written consent of the other. No assignment, if any, shall operate to release the Contractor from its liability for the performance of its obligations under this Contract.
7. **(Subcontracting)** The Contractor may not subcontract its rights or obligations hereunder without the prior written consent of the Ohio EPA.
8. **(Governing Law)** This Contract and any claims arising out of this Contract shall be governed by the laws of the State of Ohio. Any provision of this Contract prohibited by the laws of Ohio shall be deemed void and of no effect. Any

litigation arising out of or relating in any way to this Contract or performance hereunder shall be brought only in the courts of the State of Ohio, and the Contractor hereby irrevocably consents to such jurisdiction. In the event that any provision of this Agreement conflicts with any applicable federal, state, or local law or regulation, the law or regulation shall control.

9. **(Compliance with Law)** In the performance of work under this Contract, the Contractor agrees to comply with all applicable federal, state and local laws, whether or not specifically referenced herein.
10. **(Payment of Taxes)** The Contractor accepts full responsibility for payment of all taxes, including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by the Contractor in the performance of the work required by this Contract. The State of Ohio and the Ohio EPA shall not be liable for any taxes under this Contract.
11. **(Severability)** A determination that any part of this Contract is invalid shall not invalidate or impair the force or effect of any other part hereof, except to the extent that such other part is wholly dependent for its operation on the part so declared invalid.
12. **(Contractor Liability)** The Contractor is performing services under this Contract as an independent contractor and is not an agent or employee of the Ohio EPA or the State of Ohio. The Contractor agrees to hold the State of Ohio and the Ohio EPA harmless from any and all claims resulting from or arising out of any negligent or wrongful act or omission of the Contractor or the Contractor's employees, subcontractors, agents or representatives in the performance of the duties and requirements of this Contract. The Contractor agrees to defend against any such claims if called upon by the State of Ohio to do so.
13. **(Liability Limited)** The Ohio EPA's liability to the Contractor for damages, whether in contract or in tort, shall not exceed the total amount of compensation payable to Contractor under Article III or the amount of direct damages incurred by Contractor, whichever is less. The Contractor's sole and exclusive remedies under this Contract shall be as set forth in this paragraph. In no event shall the Ohio EPA or the State of Ohio be liable to the Contractor for any indirect or consequential damages, including loss of profits.
14. **(Hiring Responsibility)** The Contractor shall be solely responsible for the hiring of all its employees, subcontractors, agents, and representatives. The Contractor states that all personnel involved in the performance of this Contract shall be properly qualified, trained and competent.

15. **(Non-discrimination)** The Contractor agrees to comply with R.C. 125.111. The Contractor agrees that in the hiring of any employee or any subcontractor (if a subcontractor is permitted) for the performance of work under this Contract, the Contractor shall not, by reason of race, color, religion, sex, age, Vietnam-era veteran status, handicap, national origin, or ancestry, discriminate against any citizen of this State in the employment of a person qualified and available to perform the work to which this Contract relates. The Contractor further agrees that it shall not in any manner discriminate against, intimidate, or retaliate against any individual hired for the performance of work under this Contract on account of race, color, religion, sex, age, Vietnam-era veteran status, handicap, national origin, or ancestry. The requirements of this paragraph shall apply to employment, upgrading, demotion, transfer, recruitment and recruitment advertising, layoff, termination, rates of pay and other forms of compensation, and selection for training and apprenticeship.
16. **(Drug-free Workplace)** The Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplaces. The Contractor shall make a good faith effort to ensure that all employees, agents and representatives of the Contractor, while working on State property, will not purchase, transfer or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
17. **(Campaign Contributions)** The Contractor affirms that, as applicable to the Contractor, no party listed in R.C. 3517.13(I) or R.C. 3517.13(J) or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.
18. **(Conflicts of Interest)** In the performance of this Contract, Contractor agrees that neither Contractor nor any personnel of Contractor shall, prior to the completion of the duties and obligations of this Contract, acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to this Contract.
19. **(Conflicts of Interest)** Any person who acquires, whether voluntarily or involuntarily, an incompatible or conflicting personal interest, in contravention of Paragraph 18 above, shall immediately disclose his or her interest to the Ohio EPA in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless the Ohio EPA shall determine that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

20. **(Conflicts of Interest: Ohio Ethics Law)** In the performance of this Contract, Contractor agrees that Contractor, and the Contractor's employee(s), agent(s), representative(s), and/or subcontractor(s), shall comply with R.C. 102.04.
21. **(Conflicts of Interest)** In the performance of this Contract, any of the persons enumerated in the preceding paragraph who is not in conformity with R.C. 102.04, shall immediately disclose said nonconformity to the Ohio EPA in writing. Thereafter, such person(s) shall not participate in any action affecting the work under this Contract.
22. **(Supersedence)** This Contract supersedes all other agreements, oral or written, between the parties with respect to the subject matter hereof, and may not be modified or extended except by an agreement in writing signed by each of the parties hereto, provided that any such modification shall comply with and be subject to any statutory or regulatory requirements or restrictions placed upon Ohio EPA's authority to enter into agreements.

IN WITNESS WHEREOF, this Contract by and between
_____ and the Ohio EPA is executed and
effective as of the date signed by the Director of Environmental Protection, below.

CONTRACTOR:

Federal Employer I.D. or Social Security Number

By: _____
(Name)

(Title)

Dated: _____

OHIO ENVIRONMENTAL PROTECTION AGENCY

By: _____
CHRISTOPHER JONES
Director of Environmental Protection

Dated: _____

EXHIBIT 1

Scope of Work

This Contract shall be effective beginning on the first day of the month following the date signed by the Director or his designee, and shall remain in effect until _____, or until the work described herein is completed to the satisfaction of the Ohio EPA and the Contractor is paid in accordance with Article III and Exhibit 2, or until the Contract is terminated as provided in Article IV, whichever occurs sooner.

The Parties hereby agree that the scope of work to be performed by the Contractor under this Contract shall be as follows:

Reference RFP Scope of Work

EXHIBIT 2

Compensation

The terms upon which the Contractor shall be compensated under this Contract shall be as follows:

In accordance with R.C. 131.33, the full dollar amount encumbered under this Contract, applicable to Fiscal Year _____, shall be \$ _____.

In accordance with R.C. 131.33, the full dollar amount encumbered under this Contract, applicable to Fiscal Year _____, shall be \$ _____.

The total combined dollar amount encumbered for Fiscal Years 2004 and 2005 shall not exceed \$ _____.

The services as stated in the Scope of Work hereof will be commenced on first day of the month following signature by the Director of Ohio EPA. As the current General Assembly cannot commit a future General Assembly to expenditure, this Contract will expire no later than June 30, 2005. By mutual agreement, Ohio EPA and the Contractor may renew this Contract on the same terms and conditions in the next biennium by giving written notice prior to expiration, and such renewal will not extend beyond the expiration of the next biennium.

It is expressly understood and agreed by the parties that none of the rights, duties and obligations herein will be binding on either party until all relevant statutory provisions of the Revised Code, including but not limited to Section 126.07, Revised Code, have been compiled with and until such time as all necessary funds are available or encumbered and, when required, such expenditures of funds in approved by the Controlling Board of the State of Ohio.

It is also expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Contract would be contrary to the terms of Section 3517.13, Revised Code, Section 127.16, Revised Code, or Chapter 102, Revised Code.

Attachment VI

**Reference Form
Laboratory Proposal 2003**

Laboratory Name: _____

1. Facility Name: _____

2. Address: _____

**3. Name/Title of
Reference Contact:** _

**4. Types of Projects/Analyses (project type, analyses, matrices involved):
Please note experiences with analysis of TCLP Metals/VOCs and waste matrices.**

5. How long have you used this laboratory service?

6. Did you ever send a large number of samples to the lab at one time? If so, did you have any problems with laboratory service?

7. What type of turn around times did you request?

8. Did the lab handle the samples in an acceptable manner? Did the lab personnel help you with bottle requests, etc?

9. Did the lab deliver the laboratory reports on time? What type of reports did you receive (CLP-like, data only)? Were the reports easy to understand?

10. Did you have any problems? If so, were they corrected to your satisfaction?

11. Do you have any current projects with the laboratory? If not, would you use them again?

12. Additional ratings: (Please mark only one number rating in each category)

Confidence in results: High - 5 4 3 2 1 0 - Low

Comments: _____

Ability to meet schedules/
deadlines:

High - 5 4 3 2 1 0 - Low

Comments: _____

Ability to control
costs/meet estimates:

High - 5 4 3 2 1 0 - Low

Comments: _____

Communication/
cooperation:

High - 5 4 3 2 1 0 - Low

Comments: _____

Overall performance: High - 5 4 3 2 1 0 - Low

Comments: _____

Overall performance
In the last 12 months:

High - 5 4 3 2 1 0 - Low

Comments: _____

Attachment VII

Evaluation Criteria

Overall scoring will consist of:

Technical Qualifications and Conformance with RFP Scope of Work = 25.0 points

Laboratory Audit and Performance Samples = 50.0 points

Cost = 25.0 points

Technical Qualifications

Each responsive proposal will be scored based on its Technical Qualifications using a standardized methodology.

Contractor with the highest scoring proposal will receive 100% of 25.0 points, or 25.0 points.

Contractor with the second highest scoring proposal will receive 90% of 25.0 points, or 22.5 points.

Contractor with the third highest scoring proposal will receive 80% of 25.0 points, or 20.0 points.

The three highest ranking proposals, based on their Technical Qualifications scoring, will proceed through the evaluation process and will be assigned points as follows:

Laboratory Audit and Performance Samples

Contractor with the highest combined laboratory audit and performance sample scores will receive 100% of 50.0 points, or 50.0 points.

Contractor with the second highest combined laboratory audit and performance sample scores will receive 90% of 50.0 points, or 45.0 points.

Contractor with the third highest combined laboratory audit and performance sample scores will receive 80% of 50.0 points, or 40.0 points.

Cost

Attachment I:

Contractor with the lowest cost proposal for Attachment I will receive 100% of 19.0 points, or 19.0 points.

Contractor with the second lowest cost proposal for Attachment I will receive 90% of 19.0 points, or 17.1 points.

Contractor with the third lowest cost proposal for Attachment I will receive 80% of 19.0 points, or 15.2 points.

Attachment II:

Contractor with the lowest cost proposal for Attachment II will receive 100% of 1.0 points, or 1.0 points.

Contractor with the second lowest cost proposal for Attachment II will receive 90% of 1.0 points, or 0.9 points.

Contractor with the third lowest cost proposal for Attachment II will receive 80% of 1.0 points, or 0.8 points.

Attachment III:

Contractor with the lowest cost proposal for Attachment III will receive 100% of 1.0 points, or 1.0 points.

Contractor with the second lowest cost proposal for Attachment III will receive 90% of 1.0 points, or 0.9 points.

Contractor with the third lowest cost proposal for Attachment III will receive 80% of 1.0 points, or 0.8 points.

Attachment IV:

Contractor with the lowest cost proposal for Attachment IV will receive 100% of 5.0 points, or 5.0 points.

Contractor with the second lowest cost proposal for Attachment IV will receive 90% of 5.0 points, or 4.5 points.

Contractor with the third lowest cost proposal for Attachment IV will receive 80% of 5.0 points, or 4.0 points.

Each Contractor's score for Attachments I, II, III and IV will be combined for the Contractor's overall cost score.

Attachment I	(18.0 points possible)
Attachment II	(1.0 points possible)
Attachment III	(1.0 points possible)
Attachment IV	(<u>5.0 points possible</u>)
=	(25.0 points possible)

Overall scoring

Each Contractor's score for Technical Qualifications and Conformance with RFP Scope of Work, Laboratory Audit and Performance Evaluation Samples and Cost will be added for the Contractor's overall proposal score.

Technical Qualifications and Conformance with RFP Scope of Work	(25.0 points possible)
Laboratory Audit and Performance Evaluation Samples	(50.0 points possible)
Cost	(25.0 points possible)
<u>Total Points</u>	<u>(100.0 points possible)</u>

In the event of a tied score at the end of the evaluation process, the Contractor with the highest score in the Laboratory Audit and Performance Evaluation Samples portion will be awarded the Contract.

Scoring Example:

Laboratory “X”

Technical Qualifications and Conformance with RFP Scope of Work
Received highest score, or 25 points 25.0 points

Laboratory Audit and Performance Samples
Received second highest score, or 45 points 45.0 points

Cost
Submitted second lowest price for Attachment I, or 16.2 points 16.2 points
Submitted third lowest price for Attachment II, or 0.8 points 0.8 points
Submitted lowest price for Attachment III, or 1 point 1.0 points
Submitted lowest price for Attachment IV, or 5 points 5.0 points

= 93.0 points

Laboratory “Y”

Technical Qualifications and Conformance with RFP Scope of Work
Received third highest score, or 20 points 20.0 points

Laboratory Audit and Performance Samples
Received third highest score, or 40 points 40.0 points

Cost
Submitted third lowest price for Attachment I, or 14.4 points 14.4 points
Submitted second lowest price for Attachment II, or 0.9 points 0.9 points
Submitted second lowest price for Attachment III, or 0.9 points 0.9 points
Submitted third lowest price for Attachment IV, or 4 points 4.0 points

= 80.2 points

Laboratory “Z”

Technical Qualifications and Conformance with RFP Scope of Work
Received second highest score, or 22.5 points 22.5 points

Laboratory Audit and Performance Samples
Received highest score, or 50 points 50.0 points

Cost
Submitted lowest price for Attachment I, or 18 points 18.0 points
Submitted lowest price for Attachment II, or 1 points 1.0 points
Submitted third lowest price for Attachment III, or 0.8 points 0.8 points
Submitted second lowest price for Attachment IV, or 4.5 points 4.5 points

= 96.8 points

Laboratory “X” 93.0 total points
Laboratory “Y” 80.2 total points
Laboratory “Z” 96.8 total points

Laboratory “Z” wins the contract based on overall score