



Request for Quote

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

BUYER: Walsh, Gail M
 PHONE #: 401-574-8122

CREATION DATE : 17-JUN-10
 BID NUMBER: 7395670
 TITLE: ANALYTICAL LABORATORY SERVICES (MPA-48)
 BID CLOSING DATE AND TIME: 16-JUL-2010 10:00:00

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Requisition Number:

Line	Description	Quantity	Unit	Unit Price	Total
1	ANALYTICAL LABORATORY SERVICES PER THE ATTACHED SPECIFICATIONS. BLANKET REQUIREMENTS: 8/1/10 - 7/31/14 MPA #48 VENDOR MUST INCLUDE ALL REQUESTED INFORMATION TO BE CONSIDERED FOR INCLUSION. REQUIREMENTS MAY BE AWARDED TO MULTIPLE VENDORS. PLEASE PROVIDE TWO PRICING COMPONENTS: ONE FOR YEARS 1 AND 2; ONE FOR YEARS 3 AND 4. IF BIDS INCLUDE ONLY A SINGLE PRICING COMPONENT, THOSE PRICES WILL REMAIN CONSTANT FOR THE MAXIMUM 4 YEAR TERM. PLEASE SUBMIT TWO HARD COPIES OF YOUR BID AND TWO COPIES IN ELECTRONIC FORMAT.	1.00	Each		

Delivery: _____

Terms of Payment: _____

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer

Contract Terms and Conditions

Table of Contents

Terms and Conditions.....VIII
 BID STANDARD TERMS AND CONDITIONSVIII
 TERMS AND CONDITIONS FOR THIS BIDVIII
 PURCHASE AGREEMENT BIDVIII
 MULTI YEAR AWARDVIII
 MPA BID AWARD (STATEWIDE APPLICABILITY)VIII
 INSURANCE REQUIREMENTSVIII
 DELIVERY PER AGENCYIX
 QUARTERLY REPORTSIX

Terms and Conditions

BID STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS BID

PURCHASE AGREEMENT BID

BIDDING (a) A single price shall be quoted for each item against which a proposal is submitted. This price will be the maximum in effect during the agreement period. Any price decline at the manufacturer's level shall be reflected in a reduction of the agreement price to the State. (b) Quantities, if any, are estimated only. The agreement shall cover the actual quantities ordering during the period. Deliveries will be billed at the single, firm, awarded unit price quoted regardless of the quantities ordered. (c) Bid price is net F.O.B. destination and shall include inside delivery at no extra cost. (d) Bids for single items and/or a small percentage of total items listed, may, at the State's sole option, be rejected as being non-responsive to the intent of this request. **ORDERING** (a) The User Agency(s) will submit individual orders for the various items and various quantities as may be required during the agreement period. (b) Exception - Regardless of any agreement resulting from this bid, the State reserves the right to solicit prices separately for any extra large requirements for delivery to specific destinations.

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

MPA BID AWARD (STATEWIDE APPLICABILITY)

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

INSURANCE REQUIREMENTS

AN INSURANCE CERTIFICATE IN COMPLIANCE WITH PROVISIONS OF ITEM 31 (INSURANCE) OF THE GENERAL CONDITIONS OF PURCHASE IS REQUIRED FOR COMPREHENSIVE GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS' COMPENSATION AND MUST BE SUBMITTED BY THE SUCCESSFUL BIDDER(S) TO THE DIVISION OF PURCHASES PRIOR TO AWARD. THE INSURANCE CERTIFICATE MUST NAME THE STATE OF RHODE ISLAND AS CERTIFICATE HOLDER AND AS AN ADDITIONAL INSURED. FAILURE TO COMPLY WITH THESE PROVISIONS MAY RESULT IN REJECTION OF THE OFFEROR'S BID. ANNUAL RENEWAL CERTIFICATES MUST BE SUBMITTED TO THE AGENCY IDENTIFIED ON THE PURCHASE ORDER. FAILURE TO DO SO MAY BE GROUNDS FOR CANCELLATION OF CONTRACT.

NOTE: IF THIS BID COVERS CONSTRUCTION, SCHOOL BUSING, HAZARDOUS WASTE, OR VESSEL OPERATION, APPLICABLE COVERAGES FROM THE FOLLOWING LIST MUST ALSO BE SUBMITTED TO THE DIVISION OF PURCHASES PRIOR TO AWARD: * PROFESSIONAL

LIABILITY INSURANCE (AKA ERRORS & OMISSIONS) - \$1 MILLION OR 5% OF ESTIMATED PROJECT COST, WHICHEVER IS GREATER. * BUILDER'S RISK INSURANCE - COVERAGE EQUAL TO FACE AMOUNT OF CONTRACT FOR CONSTRUCTION. * SCHOOL BUSING - AUTO LIABILITY COVERAGE IN THE AMOUNT OF \$5 MILLION. * ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL) - \$1 MILLION OR 5% OF FACE AMOUNT OF CONTRACT, WHICHEVER IS GREATER. * VESSEL OPERATION - (MARINE OR AIRCRAFT) - PROTECTION & INDEMNITY COVERAGE REQUIRED IN THE AMOUNT OF \$1 MILLION.

INSURANCE MUST BE SUPPLIED WITH RESPONSE

DELIVERY PER AGENCY

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.

QUARTERLY REPORTS

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.

REQUEST FOR BIDS TO
PROVIDE ANALYTICAL LABORATORY SERVICES
RFQ #7395670

The Rhode Island Department of Environmental Management (RIDEM) is seeking bids for the provision of analytical laboratory services for the chemical and biological analyses of samples collected by the State of Rhode Island and the RIDEM in the performance of its duties in connection with its site remediation program and other State programs. These samples may be of surface water, groundwater, drinking water, soils, sediment, sludge, concentrated waste, solid waste, air or other material. Minority Business Enterprises/Women Business Enterprises (MBE/WBE) are encouraged to submit bid proposals.

These services are to be provided for a period of four years beginning 1 August 2010 to 31 July 2014. Please provide two pricing components: one for Years 1 and 2, one for Years 3 and 4. If bids include only a single pricing component, those prices will remain constant for the maximum 4 year term.

The services sought by the State of RI require that the successful bidder have laboratory facilities located within the State of Rhode Island or within fifty (50) miles of the city of Providence and be able to provide all necessary labor, equipment, materials and technical expertise demanded by the State of RI's program. Laboratories shall provide pick-up services free of charge and those laboratories located outside of Rhode Island must provide pick-up services within two (2) hours of notification.

Laboratories offering bids for testing services of potable water (drinking water) and non-potable water (wastewater and other types of water excluding drinking water) must be certified by the Rhode Island Department of Health for the analytes and methods offered in this bid. Laboratories offering bids for testing services of soils, sediment, sludge, air, waste and/or other solid matrices must be accredited by a National Environmental Laboratory Accreditation Program (NELAP) accrediting authority for the RCRA fields of testing. The successful bidder must notify the State of RI and DEM of all and any changes to the laboratory's certification or accreditation status occurring within 10 working days while under this contract.

The successful bidder will be required to maintain operating facilities for the receipt of samples during normal working hours, (Monday through Friday, 8:30 AM - 4:30 PM), and establish a system for the receipt and analysis of emergency samples during other hours. Chain of custody procedures must be submitted with the bid proposal and must ensure that proper and legally defensible tracking of all State of RI samples is maintained from sample receipt to disposition.

The successful bidder will be required to provide the State of Rhode Island with appropriate sample containers, preservatives and supplies, and provide delivery at no cost. Upon request, the successful bidder will be required to maintain a locked sample storage area, approved by the State of Rhode Island, to be used only for the storage of State of Rhode Island samples. Samples must be stored in a manner that prevents cross contamination between samples. All samples must be stored in the designated area until released for disposal by an authorized member of the State of Rhode Island. Bidders will be required to submit costs, if any, for all such supplies and services with the bid package.

Bidders will be required to submit as part of their bid a price list to apply for the length of the contract which will be used for all analyses within the capability of the bidder. This price list is to include, but may not be limited to, general wet chemistry analyses, bacteriological analyses, inorganic analyses (including Perchlorate), volatile organic and semi-volatile organic analyses by GC, GC/MS, and HPLC, PCBs (including EPA Method 3540C Soxhlet Extraction), Total Petroleum Hydrocarbon by GC, petroleum fingerprinting by GC, fuel oxygenates (including Methyl tertiary-butyl ether, Ethyl tertiary-butyl ether, Tertiary amyl methyl ether, Di-isopropyl ether, Tertiary butyl alcohol, Tertiary amyl alcohol, ethanol) and any other tests necessary to determine the existence of hazardous characteristics including ignitability, corrosivity, reactivity and toxicity by Toxicity Characteristic Leaching Procedure (TCLP) Bidders must itemize costs per test and also include with their bid all separate costs, if any, such as for QA/QC, sample preparation (TCLP/SPLP) and other extractions, digestion for metals analysis, etc), Summa canister analysis including regulators, and any other separate costs. The price list must reflect actual costs to the State of Rhode Island, including any discounts which may be offered. The price list must include a line item for any additional miscellaneous analysis available that is not specifically listed. All trip blanks are to be analyzed at no cost. Successful bidders may be required to provide GC chromatograms of samples and standards upon request at no charge.

All test procedures must follow the methodology in EPA SW-846, Test Methods for Evaluating Solid Waste, Edition II, or for those analyses not included in EPA SW-846, other EPA test methods or those in Standard Methods for the Examination of Water and Wastewater. The specific test method used must be listed according to reference and method number. Any modifications made to these methods by the laboratory must be noted and described. Laboratories must provide reporting limits low enough to allow for direct comparison to the RIDEM criteria as set forth in Section 8.00 of the *Rules and Regulation for the Investigation and Remediation of Hazardous Materials Releases, as amended, Rules and Regulation for Groundwater Quality, as amended, Water Quality Regulations, as amended, and other criteria as required*. *In the event that reporting limits are above RIDEM criteria, an explanation must be provided in the analytical report narrative*

Any analyses that are not within the capability of the bidder and will require sub-contractor assistance must be so indicated in the bid proposal. Chain of custody and QA/QC procedures for such analyses must also be included.

The successful bidder will be required to prepare, package and ship, at cost to the State of Rhode Island, any samples sent for special analysis to other facilities at the discretion of the State of Rhode Island. Chain of custody and adequate QA/QC must be maintained during special analysis. The cost to the State of Rhode Island of such special analysis shall be calculated as a fixed percentage over the cost invoiced to the successful bidder. The bidder shall provide the fixed percentage for such services as part of the bid package.

Quality control procedures given in the specific methods must be followed. Holding times, preservation techniques, method blanks, instrument tuning and calibration, standard runs, standard curves, internal standards, surrogate standards, matrix spikes, duplicate analyses and all other applicable quality control procedures must meet the requirements of the specific test methods referenced and sound laboratory practice. The frequency of matrix spike analysis must be included in the bid package, must be done in accordance with the specific method and the results must be reported with the sample results. Matrix spike recovery must be determined for every TCLP sample submitted by the State of Rhode Island and the results reported, unless instructed otherwise by the person submitting the sample. Surrogate recoveries, where applicable, must be reported with

sample results.

All raw data for blanks, samples, standards and all QC data must be kept for a minimum of three (3) years from the date of submittal and copies must be submitted upon the State of Rhode Island request.

The successful bidder must also have a Quality Assurance Program Plan that is approved or is approvable by the United States Environmental Protection Agency and a copy of this plan must be included in the bid package. The bidder must successfully participate in the proficiency testing programs as required by the Rhode Island Department of Health for potable and non-potable water; and NELAP for RCRA samples at the frequency prescribed by these certification/accrediting agencies. The results of the last two rounds of proficiency testing performed for each matrix (potable water, non-potable water, and RCRA) must be included in the bid. The successful bidder must also submit the results of all performance testing samples conducted during the term of this contract.

The successful bidders may be required to conduct and report analysis of two quality control samples annually, submitted by the State of Rhode Island during the period of the contract, at no cost to the State of Rhode Island

The successful bidder will be required to complete all analyses requested by the State of Rhode Island and submit written results within ten (10) working days from receipt of the sample. The laboratory will be required to notify the State of Rhode Island, in writing, if they are not able to meet this turnaround time for a given sample. Continued failure to meet this required turnaround time may result in contract termination or the State of RI's right to deduct 1% per working day of the total bill for each day that the required turnaround time is exceeded. In addition, the successful bidder must be able to provide twenty-four (24) hour turnaround time from receipt of samples if requested by the State of Rhode Island. Any additional surcharges for expedited analysis must be included in the bid.

Repeat analyses conducted as a result of laboratory error or miscalculation shall be provided at no cost to the Department. If there is not sufficient sample for the repeat analyses and the State of Rhode Island must collect another sample, a written explanation of the error must be submitted to the State of Rhode Island and supported with any preliminary data acquired on the sample. If it is not possible to re-collect the sample, the initial analysis will be at no cost to the State of Rhode Island.

All analysis results are to be provided electronically by means of email in the form of a PDF file and Excel spreadsheet unless otherwise requested. In the event that the State of Rhode Island implements an electronic environmental data management system, all successful bidders will be notified and subsequently required to comply with and submit all data in accordance with the specified electronic data deliverable (EDD) format on appropriate media (CD, DVD, etc.) The State of Rhode Island shall provide one (1) copy of the chosen software to the laboratory at no charge upon request.

SUBSECTION: Contract Laboratory Program Equivalent Analysis

The State of Rhode Island is seeking bids for the provision of analytical services equivalent to that provided by the USEPA's Contract Laboratory Program (CLP) Routine Analytical Services (RAS) for soil, sediment and water. Parameters to be included are:

- a. organic compounds listed on the Target Compound List,
- b. inorganics as listed in the Target Analyte List

The analytical results and associated documentation generated must be capable of being fully validated (meet the EPA Tier 4 data validation requirements). Tier 4 validation of this data is not included in this bid request. The bidders of this sub-section should include sample preparation, laboratory analysis and preparation of the documentation package as separate cost items.

The State of Rhode Island restricts potential bidders of this sub-section to only firms knowledgeable of the requirements and intent of the CLP. Bidders must provide a statement of qualification which describes the experience and expertise of the laboratory in CLP or CLP equivalent analysis.

The State of Rhode Island reserves the right to enter into contractual agreements with multiple bidders for the same period of time and to reject any and all bids, or parts thereof, to waive any informality in the bids received and to accept the bids or parts thereof deemed to be most favorable to the best interest of the State of Rhode Island. In addition, failure on the part of the selected contractor to comply with the requirements of this bid proposal may result in termination of the contract.

All bid packages submitted for the provision of analytical laboratory services to the State of Rhode Island must be submitted in the form of two paper copies and three CD copies and include, at minimum, all which have been detailed in the text of this request for bids. The State reserves the right to reject any proposal that does not include each of these items. Only those laboratories bidding on the CLP Equivalent Analysis need to supply information in that sub-section.

The bid package shall include the following:

- Location of Laboratory (including miles from Providence)
- Availability of Pick-up Service (Labs outside of RI)
 - Amount of Notification Required
- Licenses/Certification/Accreditation by one or more of the following:
 - RIDOH, Other Appropriate State Agency, EPA or NELAP
- Normal Working Hours
- Availability of Emergency Sample Receipt and Analysis Outside Normal Working Hours

- Chain of Custody Procedures
- Availability of Secured Dedicated Storage Area for State of Rhode Island Samples
 - Storage Area Cost (if any)
- Complete Price List (including test methods and analyte lists for each specific test method) to be used during the contract period. Identical prices must be used on the Price List and the Bid Proposal Form and must reflect actual costs to the State of Rhode Island, including any discounts which may be offered.
- Any Additional Costs for the following must be included:
 - Sample containers, preservatives, and supplies
 - Sample preparation
 - QA/QC and Other
 - Electronic laboratory data preparation, checking and delivery to RIDEM utilizing the RIDEM specified EQUIS electronic data deliverable (EDD) format, on appropriate media (i.e. diskette or CD)
- Indication of any Required Sub-Contractor Assistance
 - Sub-Contractor Chain of Custody
 - Sub-Contractor QA/QC
- Special Analysis Cost (percent over invoice) for any analysis not specified in the price list
- Standard Turnaround Time
- Emergency Turnaround Time
- Surcharges
- QA Program Plan
- Frequency of QA/QC Analyses

CLP EQUIVALENT ANALYSIS SUBSECTION

- Statement of Qualification
- Method and Analyte lists
- Costs for sample preparation
- Costs for laboratory analysis
- Costs for documentation package
- Costs for electronic data deliverable preparation, checking and delivery to the State of Rhode Island, on appropriate media (i.e. diskette or CD)