**ATTACHMENT D1**

### TECHNICAL SPECIFICATIONS

**Analytical Laboratory Services to Perform Analyses of Ground Water, Surface Water, and Sediment Samples for General Chemistries, Nutrients, Metals, and Organics**

A. Description of Services Required

This RFP is for the procurement of laboratory services for the chemical analyses of ground water, surface water, and sediment samples for general chemistries, nutrients, metals, and organics. The State of Indiana seeks to acquire appropriate analytical laboratory contract services to gather valid and timely water quality data to be utilized by the various IDEM/OWQ program areas. The results will support IDEM/OWQ activities in the areas of water quality assessment, monitoring, compliance, enforcement, and protection of the environment, and public health.

The samples to be analyzed by the Contractors may be from known or suspected hazardous waste sites and, potentially, may contain hazardous organic and/or inorganic materials at high concentration levels. Contractors should be aware of the potential hazards associated with the handling and analysis of these samples. It is the Contractor’s responsibility to take all necessary measures to ensure the health and safety of its employees.

Subcontracting is permitted at the sole discretion of the IDEM/OWQ program areas being served by this RFP.

It is anticipated that numerous aqueous and non-aqueous samples will be collected for analysis within the next contract period. Aqueous sample sources may be ground water, surface water, streams, lakes, ponds, surface impoundments, as well as others. Additionally, solid waste samples may be collected for analysis. Such samples may consist of liquids, sludges, soils/sediments, solid waste materials, waste oils, waste solvents, and fuels and a combination thereof. It is further expected that the majority of these will be aqueous samples that will be collected annually between March and October.

The successful Contractor may be responsible for the following services:

1. Provision of proper sample containers, ice or other coolants, coolers and other preservatives (upon request).
2. Sample pick-up by the analyzing laboratory (upon request).
3. Assumption of the costs associated with sample transportation and shipping.
4. Provision of overnight or one-day courier delivery to Contractor’s facility to facilitate sample shipping.
5. Performance of requested analysis for designated parameters on collected samples using prescribed methods.
6. Preparation of analytical reports for samples analyzed.
7. Provision of proper safety equipment for Contractor’s personnel.
8. Provision of the necessary Quality Assurance/Quality Control measures and the associated documentation.
9. Contractors shall be available for explanation of reports.
10. Contractors shall be available for expert testimony in enforcement actions.
11. Additional services as agreed to by the Contractor and IDEM/OWQ program areas.

The services noted above are described in Sections 1 through 5 below.

1. Sample Containers and Preservatives

Sample containers must be provided by the Contractor upon the request of IDEM/OWQ. The Contractor will be notified, at the time of sample scheduling, concerning any need for sample containers.

Contractor provided sample containers (EPA Level I cleanliness) will be of such construction and volume to ensure the integrity of the samples to be analyzed and to provide for the Quality Control requirements as stated in the appendices. It is the responsibility of the Contractor to verify that the containers and preservatives are free of contaminants and to provide IDEM/OWQ with documentation of the cleanliness level.

Ice, other coolants, coolers and required preservatives for sample collection and shipment will be made available upon request, by the Contractor, at the Contractor’s expense. The receiving Contractor must check that all samples have been properly chemically or physically preserved, and that the sample shipment containers contain the proper coolant.

2. Analytes and Methods

Analytical methods will be clearly identified by IDEM/OWQ personnel when samples are submitted to the Contractor. The parameter list in Attachment D8– *Methods and* *Analytical Parameters,* Table 1, must be met for each Method performed, unless directed otherwise by the IDEM/OWQ contact. Methods and/or Bid Groups may be requested in any combination.

Generally, the procedures for the specified methods for analysis should be followed. Some of the methods requested in this RFP may not have been regularly updated to reflect current advances in analytical chemistry. In such cases, the analyst is permitted to make modifications in accordance with Attachment D8– *Methods and Analytical Parameters.*

As methods are updated either by the Federal Register, supplemental updates, technical notes, or memo from the United States Environmental Protection Agency (USEPA), the laboratory must update their methodology, Standard Operating Procedures (SOPs), and/or analyte list. The updates must be completed within the time specified in the update or sixty (60) days, whichever is greater.

Failure to meet the update schedule may result in IDEM/OWQ not assigning work utilizing that methodology to the Contractor until the Contractor comes into compliance with the update and is approved for the methodology by the responsible IDEM/OWQ quality assurance officer.

If the Contractor is the sole Contractor for the methodology which does not meet the update requirements, the amount of the Contractor’s Award may be reduced by ten times the amount expended for analyses conducted at other Contractor(s) facilities during the time of noncompliance.

3. Analytical Reports

All analyses conducted for IDEM/OWQ must result in a written analytical report and electronic data deliverables, in accordance with the specifications outlined in the appendices and forwarded to the responsible IDEM/OWQ contact for review. Prior to payment, the analytical report must be accepted as completed by the responsible IDEM/OWQ contact. IDEM’s review and acceptance of an analytical report and electronic data deliverables are an equal part of the sample analysis. Successful Contractors agree that fourteen (14) calendar days after the “Delivery Date” of an analytical report shall be counted as Contractor’s time. These fourteen (14) days will be treated as if the report were in the Contractor’s possession, even though under review by IDEM. These fourteen (14) days will not be counted against reporting time requirements. If there is a thirty (30) day analysis/reporting cycle, the Contractor has the full thirty (30) days to analyze the sample and deliver the report. See Section D*, Invoicing IDEM/OWQ and Payment Reduction,* of this Attachment D or the definition of “Delivery Date.”

4. Quality Assurance/Quality Control and Documentation

Contractors must have and maintain a documented Quality Assurance/Quality Control (QA/QC) Program capable of demonstrating that data has a specified degree of reliability. An acceptable QA/QC Program would be one patterned after a publication such as the “Handbook for Analytical Quality Control in Water and Wastewater Laboratories”, USEPA 600/4-79-019. Contractors must be able to validate each method used and each analysis performed by that method using the QA/QC Program.

QA/QC measures must be documented. All documentation and data must be maintained and made available for the use of IDEM/OWQ for five (5) years after the expiration date of this Contract. QA/QC documentation must be submitted as required in Attachment D3 – *Quality Assurance/Quality Control Criteria* and Attachment D9– *Method* *Quality Control Criteria.*

The Contractor and its Agent(s) shall be subjected to a pre-award site evaluation. The purpose of this evaluation is primarily to verify the Contractor’s and its Agent(s) claim(s) as represented in the bid proposal and supplied documentation.

Comprehensive, on-site laboratory audits may be conducted at a minimum of once per year. Contractors with out-of-state laboratory facilities must pay for the cost of travel to and from the Contractor and its Agent(s) facilities, excluding per diem and lodging, for two (2) IDEM/OWQ auditors per audit visit.

Proper sample chain of custody procedures must be maintained by Contractors. Sample holding times end when the Laboratory Reagent Blank is analyzed. Sample analysis must begin within the holding time. Payment will not be authorized for samples ran outside of method holding times unless directed by the IDEM/OWQ gatekeeper.

5. Availability of Services and Personnel

Contractor’s services must be available at all reasonable hours for the delivery of samples collected by IDEM/OWQ personnel. Arrangements for after-hours delivery will be made prior to sample collection. Contractors must list normal hours of delivery in their responses.

Contractors must list any special conditions for samples and/or sample types delivered on a Friday; otherwise, sample delivery and analysis will be treated as any normal weekday.

When explanations of reports are necessary, they will be provided by the Contractor’s personnel. This does not apply to the interpretation of results obtained by the analysis of samples.

It is sometimes necessary to validate the sampling and analysis by the use of the Contractors’ personnel in enforcement actions taken by IDEM/OWQ. This use of the Contractor’s personnel will be kept to a minimum but must be available. Appropriate charges for such use of the Contractors’ personnel (hourly costs, per diem, lodging, etc.) must be provided in a Statement of Additional Charges, or such use will be presumed to be donated.

B. Contractor’s Requirements

1. Contractor’s Facilities, Instrumentation, and Personnel

a. Facilities and Instrumentation

Contractors must provide a diagram and dimensions of its physical facilities. Contractors must also provide a detailed, descriptive list of the major instrumentation that will be used to perform Contract work.

b. Personnel

Contractors and their Agent(s) must designate and utilize key personnel in the performance of this Contract. Experience is defined as at least 50 percent of the personnel’s productive work time in active participation of a given task. Failure to submit this information may result in rejection of the offer as nonresponsive. Any changes in key personnel while conducting business under this Contract must be communicated to IDEM/OWQ with submission of appropriate resume(s). Failure to provide the personnel changes information during the contract period may result in termination of the contract.

IDEM/OWQ reserves the right to review personnel qualifications and reject work performed by personnel not meeting the minimum experience requirements as listed below. Rejected work will not be paid for.

1. Quality Assurance Officer responsible for work under this Contract must have at least two (2) years of experience in the field of QA/QC in addition to a minimum of three (3) years’ experience as a laboratory analyst.
2. The ICP Spectroscopist responsible for work under this Contract must have at least one (1) year of experience in the operation of an ICP on environmental samples.
3. The Graphite Furnace (GFAA), Flame Atomic Absorption (FLAA), and Cold Vapor (CVAA) Atomic Absorption Spectroscopist responsible for the work on this Contract must have at least nine (9) months of experience in the operation of GFAA, FLAA, and CVAA on environmental samples.
4. The Inorganic Sample Preparation Expert performing sample preparation for this Contract must have at least three (3) months of experience in the preparation of ICP and AA samples and standards.
5. The General Inorganic Techniques Analyst responsible for work on this Contract must have at least six (6) months of experience in the measurement of inorganics in environmental samples.
6. The Organics Analyst responsible for work under this Contract must have at least one (1) year of experience in the operation of the analytical instrument used and with the type of environmental samples submitted by IDEM/OWQ.
7. The Extraction/Concentration Specialist responsible for work under this Contract shall have at least six (6) months of experience in the preparation of extracts from environmental or hazardous waste samples.
8. The PCB/Pesticide Residue Analysis Specialist responsible for work under this Contract shall have at least one (1) year of experience in pesticide residue and PCB analysis, including clean-up procedures such as Florisil column, Mercury, Sulfuric Acid and Gel Permeation clean-up.
9. BTEX/TPH Analyst responsible for work under this Contract shall have at least one (1) year of experience in the operation of a GC on environmental samples.
10. The laboratory technician performing microbiologic taxonomic identification, cell counting or cell biomass determinations must have at least one (1) year of experience in this area as their primary duty. It is also preferable that the technician performing cyanobacteria counts have some formal higher education experience in phycology, plant anatomy, aquatic botany, or microbiology. In addition, the technician performing these functions should have working knowledge on the use of cell counting chambers such as a haemacytometer, Sedgewick-Rafter chamber, etc. The technician should also have working knowledge of brightfield, Normarski DIC, phase-contrast, and/or epifluorescence microscopy.

Each analyst must make or have made an initial, one-time demonstration of the ability to generate acceptable accuracy and precision with the methods utilized under this Contract. This data must be presented to IDEM/OWQ upon request.

2. Contractor’s Operations

a. Quality Assurance/Control Plans

Contractors must have written QA/QC Plans that demonstrate that the Contractor is capable of providing the level of QA/QC required to meet the Contract Required Quantitation Limits (CRQL) specified in the Attachment D8– *Methods & Analytical Parameters*. Contractors must notify IDEM/OWQ of any significant alteration of an analytical method for which the Contractor is approved. Changes in types of detectors, major instrumentation, etc. are considered significant alterations. The SOP for these alterations must be submitted to IDEM/OWQ. IDEM/OWQ reserves the right to reject any significant alterations by a Contractor to analytical methods as published by the USEPA.

b. Participation in Proficiency Testing (PT) sample program

In order to determine a Respondent’s technical qualifications for performing the tasks outlined in this solicitation, Contractors must participate in a PT sample program (formerly known as a Performance Evaluation (PE) sample program) that incorporates all contract analytes available from commercial PT sample providers. Respondents must submit the previous two (2) years’ PT results for the PT sample program, and for PT programs equivalent to EPA’s former Water Pollution (WP), and Water Supply (WS) round robin. If the Respondent is participating in the USEPA’s Quarterly Blind Sample Evaluations, these results must be submitted. In the event a contract is awarded, results of all PT studies participated in during the contract period must be reported to IDEM OWQ. Failure to participate in the PT programs for all available contract analytes, or failure to submit the results to IDEM OWQ, may be grounds for termination of contract.

Contractors must submit standard reference material evaluation results for the appropriate biological or sediment matrix.

Contractors should be voluntarily analyzing standard reference materials, even when a program is not mandated by the USEPA.

c. MDL and IPR Studies

MDL’s are scored in comparison to IDEM’s requested limits found in Table 1 of Attachment D8 – *Methods and Analytical Parameters.* Contractors must supply MDL studies for each analyte in a Bid Group that the Contractor is bidding. MDL study submittals must be performed in accordance with Attachment D8 – *Methods and Analytical Parameters,* Part B and must include Initial Precision and Recovery (IPR) of at least seven (7) replicates at Reporting Limit (RL) or Limit of Quantitation (LOQ) level for MDL confirmation. The MDL studies must have been performed within the previous year with the previous year ending at the date the Contractor’s response to the RFP is returned to the IDOA. The largest MDL value will be used for evaluating MDL scoring when more than one instrument is available for use.

MDL data must be electronically submitted with one analyte per line and in non-password protected files that are uploadable to Microsoft Excel in the following format:

Method; CASRN; Analyte Name; Target (Spike) Value; Rep 1; Rep 2; Rep 3; Rep 4; Rep 5; Rep 6; Rep 7; Rep 8; Std Dev; Calculated MDL; Units.

d. Contract Required Quantitation Limits (CRQL’s)

CRQL’s are scored in comparison to IDEM’s requested limits found in Table 1 of Attachment D8 – *Methods and Analytical Parameters.* Contractors must supply CRQL’s for each analyte in a Bid Group that the Contractor is bidding. Attachment D10- *CRQL Summary Template* must be electronically submitted in the following format:

Substance; CASRN; Method; Machine ID; Lab MDL; CRQL; Units; Media; Task

e. Sample Disposal

Excess sample materials must be disposed of in accordance with all applicable State and Federal Regulations at the contractor’s expense.

f. Performance at More Than One Location

If a Contractor proposes to perform the Contract analysis at more than one physical facility/location, each facility/location shall be required, separately and independently, to meet all requirements of this RFP and its Appendices.

A single facility/location, preferably the closest to IDEM/OWQ, will be designated as the Contractor’s location. The Contractor, at the Contractor’s location, will manage all aspects of an Award with IDEM/OWQ. All billing, sample submission, reports, questions, etc. will be routed through the Contractor’s contact person, at the designated location.

Contractor’s agent(s) at each location must submit separate QA/QC documentation. Additionally, each such location must submit separate PT sample studies, personnel qualifications, and SOPs.

1. Subcontracting

The terms and conditions outlined in this section apply to Subcontracting submitted for the purposes of responding to the requirements of the RFP.

The three classes of subcontractors are as follows:

1. Subcontractors who are part of the Respondents corporate structure but exists as a separate legal entity.
2. Subcontractors who are independent third-party entities.
3. IDEM directed subcontractors.

Class 1, listed above, includes any subsidiary of the Contractor or any company acquired by a Parent Company of which the Contractor is also a subsidiary.  A Subcontractor may only belong to one class.  Any Subcontractor who belongs to class 3 and any other class is considered to be in class 3.

The terms and conditions outlined in this section do not apply to instances where IDEM requests the Contractor to work with a laboratory or vendor of IDEM’s choosing due to a special need or requirement by IDEM. It will be IDEM’s responsibility to assure that the laboratory or vendor meets IDEM’s requirements.

Subcontracting will be considered for laboratory services as required. Contractors cannot subcontract whole Tasks used for meeting the one or more complete bid group requirements of Part C of Attachment D1 (this Attachment) to third party subcontractors. If a Contractor proposes to subcontract analyses, each facility or provider of analytical services, separately and independently, shall be required to meet all requirements of this RFP, its appendices, attachments**,** and the resulting Contract.

An award(s) will only be made to a Contractor that may be authorized to utilize Subcontractors as approved. The Contractor receiving an Award and authorized to utilize Subcontractors will be designated the Contractor. The Contractor will manage all aspects of an awarded Contract with IDEM/OWQ. All billing, sample submissions, reports, questions, etc., will be routed through the Contractor. The Contractor is solely responsible for assuring compliance by the Subcontractor with the specifications of this RFP, its appendices and attachments, and the resulting Contract. IDEM/OWQ will review the performance of the Contractor and the Subcontractor as a whole.

Any failure of the Subcontractor to meet the specifications of the RFP, its Appendices, and the resulting Contract may cause the Contract to be terminated in part or whole with the Contractor. Partial termination will be in the form of termination of the Bid Group in which the Subcontractor, and thus the Contractor.

All Contractors must have the approval of IDEM/OWQ before submitting IDEM/OWQ samples to a Subcontractor. In the case where a Subcontractor has an existing Contract with IDEM/OWQ and is approved for the analyses being subcontracted, the cost to IDEM/OWQ for analysis must be the lesser of the two (2) bid prices between the Contractor and the Subcontractor with an existing IDEM/OWQ Contract.

Subcontractor submissions must be in the same format as the Contractor’s response. Each Subcontractor’s submission will be kept together and not spread throughout the Contractor’s response. The first page of the Subcontractor’s portion will list the Bid Group, Task, and Method for each item the Subcontractor is to perform for the Contractor. Each Subcontractor must submit separate QA/QC documentation for the analyses to be conducted by the Subcontractor. Additionally, each Subcontractor must submit separate PT sample studies (if such studies exist for the analytical work requested), personnel qualifications, and SOPs for analytical services that will be subcontracted. Subcontractors with current IDEM/OWQ contracts are not required to submit this information unless requested by IDEM/OWQ.

IDEM/OWQ reserves the right to replace a Subcontractor with an IDEM/OWQ specified Subcontractor.

IDEM/OWQ reserves the right to review personnel qualifications and reject work performed by personnel not meeting the minimum experience requirements as listed in *Contractor’s Requirements – Personnel,* Part B.1.b. Rejected work will not be paid for. Experience is defined as at least 50 percent of the personnel’s productive work time in active participation of a given task. Any changes in key personnel while conducting business under this Contract must be communicated to IDEM/OWQ with submission of appropriate resume(s).

Failure to submit this information may result in the rejection of payment for subcontracted work.

C. Bid Groups and Awards

1. Bid Groups

*Task Lists* (Attachment D2) are created around analytical groups and specific projects, which are further arranged into Bid Groups. Contractors must bid on Bid Group I and Bid Group II, which consists of full sample analyses of all parameters, all required QA/QC, and any other specification as set out in the appendices (detailing definitions, QA/QC, CRQLs, methods, and reporting requirements) for each Task listed in a Bid Group and its associated methods.

Due to special project needs of IDEM/OWQ, exemptions and/or additional conditions are specified in several Tasks. In general, these Tasks target Contractors with specialized skills that meet the objectives of IDEM/OWQ. Bid Groups have been arranged to meet these requirements while allowing Contractors with broad based analytical abilities to compete for more general services.

The requirements of the RFP and its associated appendices apply to each Task and Bid Group, unless stated otherwise. Contractors are cautioned to observe all requirements of individual Tasks and Bid Groups. Exemptions and additional conditions are stated in Tasks.

Awards will be made to the most responsive, responsible Contractor(s) capable of satisfying all QA/QC requirements, and those successfully meeting the requirements outlined in the Proposal Evaluation. A uniform method of scoring will be applied to each area.

Contractors should submit information and pricing for any partial Task or for additional services they wish to perform if an award is made. Pricing supplied will be considered Contract pricing.

Contractors are encouraged to submit a section of additional services that their lab is capable of supplying so that a determination of the lab’s total capabilities can be made in the interest of special projects that may be initiated within the time frame of this contract.

**Contractors should only bid on the number of Bid Groups that they have the capability and capacity to perform.**

1. Multiple Awards

The State reserves the right to make multiple awards until every Bid Group has been awarded. The determination of whether to award more than one (1) Bid Group will depend on [1] the price and number of bids received, [2] the Bid Group for which Contractors have responded, and [3] the responsibility of those Contractors responding to the solicitations. This determination will be made at the time of the award.

1. Laboratory Capacity

a. No information supplied in this RFP, the appendices, or attachments is to be construed as a guarantee of the number and/or type of samples to be delivered for analysis during the period of an awarded Contract.

b. Contractors must be able to meet a minimum quantity requirement of 20 samples per month with an expected maximum quantity of 100 samples per month for all Tasks in the complete Bid Groups I & II. Some Tasks require a larger sample quantity during specified months of the year. Contractors must be able to meet the sample quantity requirements of those Tasks during these months.

1. Pricing and Estimation of Charges
2. Tasks are used to identify routine sample analytical activities and project specific analytical activities that IDEM may perform throughout the term of the contract.
3. Bids are evaluated on a per sample basis with a minimum of one sample per submission or batch resulting in a report at the specified Data Quality Assessment.
4. *Task Lists* (Attachment D2) are arranged into Bid Groups. For each Bid Group, Contractors must submit unit prices for each item listed in a Task (where applicable), a subtotal by Task, and a Bid Group Total. Contractors should provide pricing for Special Analytical Services Tasks (SAS) and other Tasks on which they might not determine the full parameter list. Pricing must be submitted on the Cost Proposal Template in an Excel worksheet found in Attachment D, *Cost Proposal Template*. Contractors must provide pricing for 48 hr., 14 day, and 30-day analysis and reporting times. If a Contractor provides a discount for seasonal analysis, the higher price will be used during the proposal evaluation.

Contractors are solely responsible for determining the accuracy of pricing supplied with their bids proposals. Cost Proposal Template Worksheets (Attachment D) are designed to automatically calculate the subtotals and totals. However, Contractors are solely responsible for determining the accuracy of the automated multiplication and addition on the Cost Proposal Template Worksheets.

1. Bid Groups are comprised of the following Tasks:

| **Bid Group** | **Task(s)** | **Estimated Yearly Sample Volume** |
| --- | --- | --- |
| I\* | 1A, 1B, 2A | 500 |
| I | 2B | 1500 |
| I\* | 2C, 2D, 3A, 3B, 3C, 3D | 50 |
| II | 4 | 50 |
| III | 5 | 300 |

\*Tasks have different sample volumes.

Contractors must use the Estimated Yearly Sample Volume listed above with the respective reporting time and the required QA/QC level specified in each Task when supplying a bid price.

1. Samples submitted for QA/QC purposes as specified by IDEM/OWQ (trip blanks, field blanks, sample replicates) will be treated as separate samples and are billable under this Contract. Standard QA/QC items required in a method or listed in Attachment D9 – *Method Quality Control Criteria*, *Table 1* must be accounted for in the bid price and will not be treated as separate billable items.

If additional charges are incurred when increasing from a Data Quality Assessment 3 (DQA3) to a DQA4, Contractors must submit unit pricing for the increased charges with bids. Include a separate worksheet for DQA4 pricing. Contractors will be evaluated on the combination of DQA3 and DQA4 pricing. If charges for the increase are not submitted, the increase in Data Quality Assessment will be assumed to be part of the DQA3 price. Increased charges must be submitted as a whole charge and not the difference of the two charges. Increases in Data Quality Assessments will only be made by the responsible IDEM/OWQ gatekeeper. This specifically applies to those Tasks that are normally analyzed, as well as reported at DQA3, and the Contractor is requested to upgrade the QA/QC level to DQA4.

1. Bidding is applied on one or more submitted samples resulting in a report. Surcharges that can be applied on a per sample basis must be included in the cost per sample for a Bid Group. Surcharges applied on an invoice basis, for example, an Administrative Fee, must be listed and described on the Supplemental Charges worksheet of the Cost Proposal Template workbook. Additional explanation or more detailed description of a surcharge and the conditions under which the surcharge applies must be clearly identified and attached to the Cost Proposal Template workbook. Surcharges that can be applied in accordance with Item D1.4.b (above) will be evaluated on a single sample basis and not an invoice basis.
2. If the Contractor charges on a per sample charge for sample preparatory procedures, such as extractions, digestions, cleanup, etc., these charges must be included as an itemized cost on a per sample basis on the Cost Proposal Template Worksheets for each Bid Group using the preparatory procedure. For example, if the Contractor charges for sample digestion for mercury analysis and sample digestion for a general metals scan, there would be two preparatory charges for any Bid Group that contains these parameters. If the charges are not included on the Cost Proposal Template Worksheet, the charges will be assumed to be integrated into the sample price.
3. For surface waters, drinking water or ground water, turbidity analysis for the purpose of bypassing a preparatory step, as permitted by a method, is not considered a chargeable analysis. This is considered a routine, cost saving component of the analytical process.
4. Sample(s) or sample types delivered on Friday and requiring Saturday or Sunday attention, which may have surcharges applied by the Contractor, must be itemized on the Cost Proposal Template Worksheets, on a per sample basis for each Bid Group containing that sample type.
5. Tasks may contain additional pricing requirements. Contractors must include these additional requirements in their bid. Contractors are cautioned to carefully review the requirements of each Task.

D. Invoicing IDEM/OWQ and Payment Reduction

1. Invoices
   1. Contractors must meet several criteria in order to submit an invoice to IDEM/OWQ;
      1. In accordance with Technical Specifications, Section A.3, Contractors must wait fourteen (14) calendar days after the “Delivery Date” of a sample report to submit an invoice. The date of the invoice must be at least fourteen (14) calendar days after the “Delivery Date”. The “Delivery Date” is the day a report is received via email, stamped in by the responsible IDEM/OWQ Section (DWB or WAPB), the day a delivery receipt is signed by a representative of the responsible Office of Water Quality section (WAPB or DWB), or delivered by a courier/delivery service via signature mail.
      2. An analytical report must be accepted as “Completed” in accordance with Attachment D4 –*Reporting Analytical & Quality Assurance*. If the Contractor is not notified of any discrepancies in the analytical report at the end of fourteen (14) calendar days of the “Delivery Date,” then the analytical report is deemed acceptable only for invoicing purposes and a Contractor may submit an invoice. If a discrepancy is found after the fourteen (14) calendar days the Contractor is still obligated to correct them. If the Contractor is notified of a report discrepancy before the end of fourteen (14) calendar days, then an invoice may not be submitted until the discrepancy is resolved.
      3. Invoices dated earlier than 14 calendar days after the “Delivery Date” may be returned to the Contractor for correction and resubmittal at the option of IDEM.
      4. Invoices received for reports with an unresolved discrepancy, when the discrepancy was noted within the provisions of this section, may be returned to the Contractor for correction and resubmittal at the option of IDEM.
   2. Delivery

State of Indiana invoicing instructions require a copy of each invoice. Contractors must forward all invoices to:

* + 1. **DWB Sample sets**

Indiana Department of Environmental Management

Attention: Mitt Denney

Office of Water Quality

Drinking Water Branch

IGCN 1201, (MC 66-33)

100 North Senate Ave.

Indianapolis, IN 46204-22251

Email: mdenney@idem.in.gov

* + 1. **WAPB Sample sets**

Indiana Department of Environmental Management

Attention: Tim Bowren

Office of Water Quality

Logistical and Technical Services Section

2525 N Shadeland Ave, Bldg 20 Suite 100 (MC 65-40-2 Shadeland)

Indianapolis, IN 46218-1787

Email: tbowren@idem.in.gov

* 1. Invoice Contents and Format

IDEM/OWQ will submit samples to the Contractor in groups called Sample Sets or “Analysis Sets”. All IDEM/OWQ sample identification numbers, listed on single or sequential chain-of-custody forms, will be considered a Sample Set or Sample Group.

Each Analysis Set or Sample Group must be invoiced separately, that is one invoice per Analysis Set, and must contain copies of the IDEM/OWQ Chain-of-Custody Form and Sample Analysis Request Form. IDEM/OWQ may request that Contractors batch multiple Sample or Analysis Sets. Contractors may request modification to invoicing

All analytical analyses, QA/QC sample analyses, Contractor sampling assistance, or any other charges associated with sampling and/or analysis of a Sample Group must be invoiced at the same time.

Partial invoices will not be processed until all Sample Group items and/services are invoiced, unless prior approval is granted by IDEM/OWQ.

Invoices must include a cover sheet with the IDEM/OWQ P.O. Number, the invoice date, date/time the Analysis Set was received, the IDEM/OWQ Analysis Set number, and the total charges for the invoice. On a separate sheet(s), the invoice must include an itemized listing of charges with subtotals and totals.

Itemized analytical charges must be grouped by IDEM/OWQ sample number and then by Task. If only a subset of a Task was performed, the itemization must break out the discrete charges and provide a subtotal for the Task e.g. in the case of metals or inorganics. All direct charges associated with a sample must be itemized together and have a sample subtotal. Only itemize the direct charges e.g., if a sample price includes a prep procedure in the bid price, DO NOT break out the prep charge and the sample charge. If the prep charge was provided as a separate bid item, then itemize the prep charge.

Other Contractor services and analytical services performed on a Sample Group (or Analysis Set), such as Contractor assisted sampling, can be listed separately. This will be dependent upon type and structure of service performed. Each itemized sample analytical charge must be clearly identified by the IDEM/OWQ sample number, date received, and the cost.

Each itemized QA/QC charge must be clearly identified by the IDEM/OWQ, Analysis or Sample Set Number, Contractor ID number, QA/QC sample description, date of sample, date of analysis, and the cost.

Other services must be clearly identified by the IDEM/OWQ sample number(s) (where applicable), date of service, description of service, and cost of service.

1. Payment Reduction

a. Reporting

Failure to meet the requirements of Attachment D4*–* *Reporting Analytical & Quality Assurance*, will result in forfeiture of ten (10%) percent of the total invoice, for the sample set being reported, per week or portion of a week the requirements are not met.

b. Analytical & QA/QC Errors

(1) Out-of-Control Procedures

Good judgment is keeping in consistence with the quality control necessary to justify a single sample result. For example, this is reflected in the retroactive application of method independent QA/QC criteria by IDEM/OWQ. There is no excuse for failure to monitor and to address analytical control conditions by a Contractor.

IDEM/OWQ will be the sole judge of Analytical Control. Contractors found to not be employing and meeting the specifications outlined in the respective method, Attachment D9– *Method Quality Control Criteria*, *Table 1,* or employing good judgment, will be notified of the specific conditions and given the opportunity to correct any deficiencies. Failure to correct the specified deficiencies may result in the partial or full suspension of the contract.

IDEM/OWQ will not pay for samples analyzed in an out-of-control condition. Out-of-control conditions and remedies are described in the applicable method, Attachment D9– *Method Quality Control Criteria*, and Attachment D4 - *Reporting Analytical & Quality Assurance*. Contractors must meet the remedy conditions and reanalyze out-of-control samples, as specified in each method and in Attachment D3- *Quality Assurance/Quality Control Data Criteria* andAttachment D4- *Reporting Analytical & Quality Assurance*. The remedy conditions must be documented and supplied in the Narrative portion of an analytical report.

A Narrative must be included in accordance with Attachment D4– *Reporting Analytical & Quality Assurance*. Failure to provide a Narrative (as specified) will result in a forfeiture of five (5%) percent of total invoice, for the sample set being reported, per week or portion of a week the Narrative is not reported.

(2) Resampling

In the event that IDEM needs to resample, because of failure of the Contractor to analyze samples properly, the Contractor will be assessed liquidated damages for sample time, travel time, equipment and all other costs associated with acquiring a replacement sample set.

(3) Method Modifications

IDEM will not pay for analyses that are not analyzed according to the specifications listed in the method, Attachment D9 – *Method Quality Control Criteria*, Table 1, or modified without prior IDEM/OWQ approval.

E. Payment

IDEM/OWQ must be given a minimum of thirty days (30) from the date of invoice of the accepted analytical report by the IDEM/OWQ responsible contact, to approve payment for Contractor services. If there are no deficiencies in a report or electronically transmitted data, the date of acceptance will be the date of receipt in accordance with Attachment D4*– Reporting Analytical & Quality Assurance.*

No payment for services will be authorized unless all deficiencies have been corrected.