



North Carolina
Department of Administration

Beverly Eaves Perdue, Governor
Britt Cobb, Secretary

Division of Purchase and Contract
James D. Staton, State Purchasing Officer

Memorandum

DATE: August 28, 2009

TO: Lisa Roberts
Purchasing Officer
Department of Crime Control & Public Safety

FROM: Mildred Christmas *mc*
State Procurement Specialist

RE: Calibration & Maintenance of the Radiological Survey & Monitoring Equipment
Our File #200900579

Approval is hereby granted for your office to award this contract to Ohio Emergency Management Radiation Detection Calibration Lab which offered the lowest cost proposal in compliance with the requirements of the RFP for the above referenced services. The contract period will be for one (1) year beginning from date of award with the option to renew for two (2) additional one (1) year periods for a total annual cost not to exceed \$87,066.00.

Cc: File

Mailing Address:
1305 Mail Service Center
Raleigh, NC 27699-1305

State Courier 51-01-06
Internet Home Page: www.pandc.nc.gov
Phone: 919-807-4500
An Equal Opportunity / Affirmative Action Employer

Location Address:
116 West Jones Street
Raleigh, NC 27603-8002

7/7/2009



- Administration
- Bureau of Motor Vehicles
- **Emergency Management Agency**
- Emergency Medical Services Division
- Office of Criminal Justice Services
- Ohio Homeland Security
- Ohio Investigative Unit
- Ohio State Highway Patrol



July 23, 2009

**Ohio Emergency Management Agency
Bid Package RFP 200900579
Annual Radiological Instrumentation Calibration
Date for Receipt for Proposals – 07/28/2009**

Mildred Christmas
NC Department of Administration
Division of Purchase and Contract
116 West Jones Street, 4th Floor, Room 4062
Raleigh, NC 27603-8002

Dear Ms. Christmas:

The State of Ohio Emergency Management Agency (EMA) is once again pleased to submit a bid to perform the work outlined in your request for bid. We have reviewed the bid document and we can perform the necessary calibrations, as specified by you with the following exceptions:

- In cases where manufacturer's specifications conflict with specifications set in RFP 200900579, the specifications stated by the manufacturer will be followed. The Ohio EMA Calibration Laboratory will provide notification to NC Emergency Management if this situation arises.
- S&E Inspectors with pancake probes will be calibrated electronically as stated in I.b. However, if desired units are CPM, calibration with a CS 137 source in mR/Hr as stated l.c., would be incorrect. The calibration of an instrument with a pancake probe in mR/Hr is not recommended. The pancake probe efficiency would be measured with up to two isotopes of the user's choice to verify probe function and response.
- Return shipping costs are not included in this cost proposal. Return shipping paid for by Ohio EMA will be billed at the exact cost to Ohio EMA.
- The specified turn-around time may require extension due to certain non-routine situations. Should repair parts from commercial vendors be required, Ohio EMA cannot be held responsible for the lead time required for the delivery of these parts. Additionally, Ohio EMA may require an extension of the turn-around time due to the response by laboratory personnel to an actual radiological event or calibration equipment failure.
- While the State of Ohio Emergency Management Agency can agree to the provision in the General Information on Submitting Proposal, Paragraph 10, relative to confidentiality of sealed proposals, it cannot, by reason of its public records, maintain confidentiality of an awarded contract, if award is made to this agency. See Ohio Revised Code, Section 149.43.

Mission Statement

"to save lives, reduce injuries and economic loss, to administer Ohio's motor vehicle laws and to preserve the safety and well being of all citizens with the most cost-effective and service-oriented methods available."

- The State of Ohio provides worker's compensation coverage for its employees and carries automobile liability insurance. The state is self-insured in all other areas.
- In addition, as a state agency, state law prohibits the agency from agreeing to the general indemnity provision as stated in Section 23. The state will be responsible according to the Ohio Revised Code, Chapter 2743.
- All other bid requirements are included in our proposal.

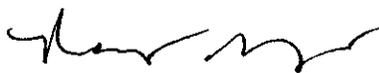
In accordance with your Request for Proposal, the Ohio Emergency Management Agency has organized our proposal as follows:

Section I	Corporate Background and Experience
Section II	Outsourcing
Section III	Cost Proposal

Additionally, Enclosed with this packet is a copy of our National Voluntary Laboratory Accreditation Program (NVLAP) Scope of Accreditation. As always, we look forward to having the opportunity to serve as the calibration laboratory for the State of North Carolina.

If you have any questions regarding the information provided, feel free to contact Mr. Rob Stone of my staff at 614-799-6620.

Sincerely,



NANCY J. DRAGANI
Executive Director

Enclosures: as stated
NJD:RB:ljj

Section I – Corporate Background and Experience

The State of Ohio Emergency Management Agency (EMA) is an agency of Ohio state government. The agency began operation of a Radiological Instrument Maintenance and Calibration (RIM&C) Laboratory in February of 1967. Since its establishment, the Ohio Emergency Management Agency has continued to expand and improve on its radiological calibration program with the opening of a state-of-the-art calibration facility on the campus of the Ohio State University. In September 2000, the laboratory achieved accreditation from the National Voluntary Laboratory Accreditation Program (NVLAP), a division of NIST. This program requires the highest standards in quality assurance and technical proficiency. In addition to the calibration and repair of approximately 10,000 instruments in service in the State of Ohio, the laboratory also repairs and calibrates equipment for the State of New York, Michigan State Police, the State of Minnesota, Indiana Emergency Management, and many other government agencies. Most importantly, the laboratory has satisfactorily performed these services for the State of North Carolina for the past six years.

References are as follows:

North Carolina Emergency Management	Steve Payne	919-715-0170
Minnesota Department of Human Services	Glenn Olson	651-431-2992
HMPR, Inc.	Robert Peterson	614-292-1284

Section II — Outsourcing

All services conducted for the performance of calibration and repair of radiological instrumentation associated with this RFP will be conducted by employees of the State of Ohio Emergency Management Agency. No outsourcing will be conducted.

Section III Cost Proposal

Instrument	Quantity	Calibration Price	Quantity for Repair	Repair Cost	Annual Cost
SE International EXP	470	\$45.50	47	\$99.00	\$26038.00
Eberline E-520	25	\$49.50	3	\$99.00	\$1534.50
Ludlum 14C	35	\$49.50	4	\$99.00	\$2128.50
Ludlum 3	35	\$49.50	4	\$99.00	\$2128.50
Ludlum 2401-P	35	\$49.50	4	\$99.00	\$2128.50
CDV-715	35	\$18.50	4	\$43.00	\$819.50
CDV-718A	15	\$49.50 +1 probe	2	\$99.00	\$940.50
CDV-718A Additional Probe	15	\$24.75	NA	NA	\$371.25
0-200mR Dosimeter	3300	\$6.25	NA	NA	\$20625.00
0-500mR Dosimeter	80	\$6.25	NA	NA	\$500.00
0-20mR Dosimeter	3800	\$6.25	NA	NA	\$23750.00
Ludlum 177	4	\$45.50	1	\$99.00	\$281.00
Ludlum 19	15	\$49.50	2	\$99.00	\$747.00
Canberra Ultra/Mini Radiac	80	\$49.50	8	\$99.00	\$4752.00
Eberline E-600	3	\$49.50	1	\$99.00	\$247.50
Eberline E-600 Additional Probe	3	\$24.75	NA	NA	\$74.25
				Total Annual Cost	\$87066.00
				Total Contract Amount 3 yrs	\$261198.00

Instrument repair cost is based on the following:

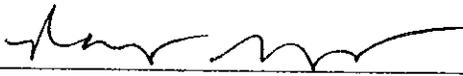
Two hours of labor required for repair

Hourly labor rate for repairs \$49.50

Percentage mark up on parts 0%

Note: If the CDV-718 is not a CDV-718A, please deduct the charge for additional probe.

Offeror: Ohio Emergency Management Agency

By: 

Title: Executive Director

Date: 7/23/09

Solicitation (IFB, RFP, RFQ) No. **200900579**

Bidder/Offeror: Ohio Emergency Management Agency

**THIS PAGE IS TO BE FILLED OUT AND RETURNED WITH YOUR BID. FAILURE TO DO SO
MAY SUBJECT YOUR BID TO REJECTION.**

ATTENTION

Federal Employer Identification Number or alternate identification number
(e.g., Social Security Number) is used for internal processing, including bid tabulation.

Enter ID number here: 311334820

Pursuant to N.C.G.S. 132-1.10(b) this identification number shall not be released to the public.

This page will be removed and shredded, or otherwise kept confidential,
before the procurement file is made available for public inspection.

STATE OF NORTH CAROLINA
REQUEST FOR PROPOSALS

RFP #200900579

TITLE: Calibration & Maintenance of the Radiological Survey and
Monitoring Equipment

USING AGENCY: Department of Crime Control and Public Safety

ISSUE DATE: July 13, 2009

ISSUING AGENCY: Department of Administration

Sealed Proposals subject to the conditions made a part hereof will be received until **2:00 p.m. July 28, 2009**, for furnishing services described herein.

SEND ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY ADDRESS AS SHOWN BELOW:

DELIVERED BY US POSTAL SERVICE (REGULAR/STANDARD MAIL ONLY)	DELIVERED BY ANY OTHER MEANS/SPECIAL DELIVERY/OVERNIGHT (BY ANY OTHER
RFP NO.	RFP NO.
NC DEPARTMENT OF ADMINISTRATION DIVISION OF PURCHASE AND CONTRACT 1305 MAIL SERVICE CENTER RALEIGH NC 27699-1 305	NC DEPARTMENT OF ADMINISTRATION DIVISION OF PURCHASE AND CONTRACT 116 WEST JONES STREET Room 4062 4 th Flr. RALEIGH NC 27603-8002

*****SPECIAL NOTE – PLEASE READ*****

The US Postal Service DOES NOT deliver any mail (US Postal Express Mail, Certified, Priority, Overnight, etc.) to our physical address of 116 West Jones Street.

IMPORTANT NOTE: Indicate firm name and RFP number on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified above.

Bids submitted via telegraph, facsimile (FAX) machine, telephone, and electronic means, including but not limited to email, in response to this Request for Proposals will not be acceptable.

Direct all inquiries concerning this RFP to: Mildred Christmas

Division of Purchase and Contract
Administration Building, 4th
Floor 116 W. Jones St.
<http://www.ncpandc.gov>
Raleigh, NC 27603
919-807-4525
919-807-4509 (FAX)
mildred.christmas@doa.nc.gov

NOTE: Questions concerning the specifications in this Request for Proposals will be received until July 21, 2009 at 1:00 pm. A summary of all questions and answers will be posted on the Internet as an addendum, located under the RFP # being modified. It is the offeror's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.

<http://www.pandc.nc.gov/>

Within two days after notification of award of a contract, the vendor must register in NC E-Procurement @ Your Service (<http://vendor.ncgov.com>).

THE PROCUREMENT PROCESS

The following is a general description of the process by which a firm will be selected to provide services.

1. Request for Proposals (RFP) is posted on the internet via the State's Interactive Purchasing System.
2. A deadline for written questions is set for July 21, 2009 at 1:00 pm. (See cover sheet of this RFP for details.)
3. Proposals in one (1) original and two (2) will be received from each offeror in a sealed envelope or package. Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered.
4. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.
5. At that date and time the package containing the proposals from each responding firm will be opened publicly and the name of the offeror and cost(s) offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of an offeror's pricing position.
6. At their option, the evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
7. Proposals will be evaluated according to completeness, content, and experience with similar projects, ability of the offeror and its staff, and cost. Award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous to the State.

In addition to any other evaluation criteria identified in the State agency's solicitation document, the agency shall, for purposes of evaluating proposed or actual contract performance outside of the United States, consider the following factors to ensure that any award will be in the best interest of the State:

- Total cost to the State
- Level of quality provided by the vendor
- Process capability across multiple jurisdictions
- Protection of the State's information and intellectual property
- Availability of pertinent skills
- Ability to understand the State's business requirements and internal operational culture
- Risk factors such as the security of the State's information technology
- Relations with citizens and employees
- Contract enforcement jurisdictional issues

8. Offerors are cautioned that this is a request for offers, not a request to contract, and the State reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the State.

CONTRACT PERIOD

This contract period will be for one year (12 months) beginning from date of award with the option to renew for two (2) additional one year periods for a total of three (3) years.

TECHNICAL SPECIFICATIONS FOR CALIBRATION OF RADIOLOGICAL INSTRUMENTATION

The North Carolina Division of Emergency Management is seeking the services of a vendor to conduct annual calibration and repair work, as necessary, for a range of radiation detection instruments to include: survey meters, self-reading pocket dosimetry and portable portal monitors.

The proposals from vendors must reflect the total cost for annual calibration of instrumentation identified. All proposals must be submitted based on the total annual cost computed on a per instrument basis. The number of instruments per instrument type will vary from year to year as older instruments are phased out and replaced with newer types of instrumentation. In addition to the calibration of instruments, proposals must include pricing for the repair of instruments based upon approximately 10% of the instrumentation requiring some type of repair work each year. Repair costs will not exceed 45% of instrument replacement value based on market value or replacement cost of the instrument at time of repair without written permission from the North Carolina Division of Emergency Management, REP Program Manager. Total contract cost must be submitted with individual year costs listed for the three (3) year contract period.

Equipment will be shipped to the vendor location specified in the vendor location specified by commercial shippers. The costs of shipping will be the responsibility of the North Carolina Division of Emergency Management. Shipments will be made on a monthly basis. The exact number of instruments shipped each month may vary slightly from month to month but will be divided as equally as possible.

The "turn-around-time" for instruments must not exceed fifteen (15) working days. "Turn-around-time" must include allowances for the shipping of instruments to the vendor, maintenance, and calibration, and return shipment to the owner (State or County).

Proposals received for this contract must have a current National Voluntary Laboratory Accreditation Program (NVLAP) certificate. All instruments calibrated must be in accordance with manufacturer's specifications, in addition to the specifications contained in this document using equipment which meets or exceeds specifications of the National Institute of Standards and Technology (NIST).

Any vendor submitting a proposal on this contract must have the capability to meet the qualifications listed below for the various types of instrumentation as well as the time limits specified in the previous paragraph.

Equipment types for calibration:

Canberra CDV-718A	Ludlum Model 177
Canberra UltraRadic	Ludlum Model 2401-P
CDV-715 Survey Meter	ADM-300 Rem/Rad
Eberline 130A	SE International Inspector EXP
Eberline E-520	0-200mR self reading Dosimeters
Ludlum Model 3	0-500mR self reading Dosimeters
Ludlum Model 14C	0-20R self reading Dosimeters
Ludlum Model 19	Eberlins (Thermo) E-600

The instrumentation and calibration standards for each type of equipment are as follows:

1. SE International Inspector EXP

- a. Approximately 470 instruments to be calibrated per year.
- b. Instruments should be electronically calibrated using the Ludlum Model-500 Pulser or equivalent equipment with verification of meter response within + or - 10% accuracy. The calibration must be in Counts per Minute (CPM).
- c. Instruments with pancake probes installed must use a Cesium-137 source traceable to NIST standards to verify meter response within + or - 10% accuracy for true calibration rate in mR/Hr.

2. Eberline E-520 Survey Meters:

- a. Approximately 25 instruments to be calibrated per year
- b. Instruments with pancake probes should be electronically calibrated using the Ludlum Model-500 Pulser or equivalent equipment with verification of meter response within + or - 10% accuracy. The calibration must be in Counts per Minute (CPM). However, the high-range scale must be calibrated against a Cesium-137 source in mR/Hr.
- c. Instruments with Geiger-Mueller tube "hotdog" probes should be calibrated using a Cesium-137 source traceable to NIST standards with verification of meter response within + or - 10% accuracy. The calibration must be in mR/Hr.
- d. Calibration is required for all five scales with verification of 20% and 80% of full scale.

3. Ludlum Model 14C Survey Meters:

- a. Approximately 35 instruments to be calibrated per year.
- b. Instruments with pancake probes should be electronically calibrated using the Ludlum Model-500 Pulser or equivalent equipment with verification of meter response within + or - 10% accuracy. The calibration must be in Counts per Minute (CPM). However, the high-range scale must be calibrated against a Cesium-137 source.
- c. Instruments with Geiger-Mueller tube "hot dog" probes must be calibrated using a Cesium-137 source traceable to NIST standards with verification of meter response within + or - 10% accuracy. The calibration must be in mR/Hr.
- d. Calibration is required for all five scales with verification of 20% and 80% of full scale.

4. Ludlum Model 3 Survey Meters:

- a. Approximately 35 instruments to be calibrated per year.
- b. Instruments with pancakes probes should be electronically calibrated using the Ludlum Model-500 Pulser or equivalent equipment with verification of meter response within + or - 10% accuracy. The calibration must be in Counts per Minute (CPM).
- c. Calibration is required for all four scales with verification of 20% and 80% of full scale.

5. Ludlum Model 2401-P Survey Meters

1. Approximately 35 instruments to be calibrated per year.
2. Instruments with pancake probes should be electronically calibrated using the Ludlum Model-500 Pulser or equivalent equipment with verification of meter response within + or – 10% accuracy. The calibration must be in Counts per Minute (CPM).
3. Calibration is required for all scales with verification of 20% and 80% of full scale.

6. CDV-715 Survey Meters

- a. Approximately 35 instruments to be calibrated per year.
- b. Instruments are to be calibrated using Cesium-137 source traceable to NIST standards. Calibration must be in mR/Hr.
- c. Verification of meter response within + or – 20% accuracy of true dose rate in Cesium 137 gamma radiation fields incident normal to the bottom and normal to the front of the instrument.

7. CDV-718 Digital Survey Meters:

- a. Approximately 15 instruments to be calibrated per year.
- b. Instruments are to be calibrated using Cesium-137 source traceable to NIST standards. Calibration must be in mR/Hr.
- c. Verification of meter response within + or – 10% accuracy at 1500 mR/Hr, 500 mR/Hr, 150 mR/Hr must be completed on each instrument. Equivalent calibration procedures may be acceptable but must be agreed upon and approved by North Carolina Division of Emergency Management prior to calibration of instruments.

8. 0-200 mR Self-reading Pocket Dosimeters:

- a. Approximately 3,200-3,300 instruments to be checked/verified per year.
- b. Dosimetry must be zeroed, then leak tested (at 50° C) for a minimum of two days with up-scale readings of no more than 5% of full scale (or 2 1/2%/day).
- c. Following irradiation of dosimeters to half scale reading, verification should be within + or – 15% accuracy of true calibration rate.
- d. For the testing of dosimeters, a Cesium-137 source traceable to NIST standards must be used.

9. 0-500 mR Self-reading Pocket Dosimeters:

- a. Approximately 55-80 instruments to be checked/verified per year.
- b. Dosimetry must be zeroed, then leak tested (at 50° C) for a minimum of two days with up-scale readings of no more than 5% of full scale (or 2 1/2%/day).
- c. Following irradiation of dosimeters to half scale reading, verification should be within + or – 15% accuracy of true calibration rate.
- d. For the testing of dosimeters, a Cesium-137 source traceable to NIST standards must be used.

10. 0-20 R Self-reading Pocket Dosimeters:

- a. Approximately 3,700 – 3,800 instruments to be checked/verified per year.
- b. Dosimetry must be zeroed, then leak tested (at 50° C) for a minimum of two days with up-scale readings of no more than 5% of full scale (or 2 1/2%/day).
- c. Following irradiation of dosimeters to half scale reading, verification should be within + or – 15% accuracy of true calibration rate.
- d. For the testing of dosimeters, a Cesium-137 source traceable to NIST standards must be used.

11. Ludlum model 177 Alarm ratemeter

- a. Approximately 4 instruments to be calibrated per year.
- b. Instruments with pancake probes should be electronically calibrated using the Ludlum Model-500 Pulser or equivalent equipment with verification of meter response within + or – 15% accuracy. The calibration must be in Counts per Minute (CPM).

12. Ludlum model 19 microR meter

- a. Approximately 15 instruments to be calibrated per year.
- b. Calibrate to tolerances in ANSI N42.17A -1989 as applicable using an NIST traceable Cs-137 radioactive source. Calibration is required for all scales.

13. Canberra Ultra/Mini Radiacs

- a. Approximately 80 instruments to be calibrated per year.
- b. Instruments are to be calibrated using an NIST traceable Cesium-137 radioactive source. Calibration must be in mR/H
- c. Verification of meter response to within 15% of actual dose rate up to 350 R/hr and to within 20% of actual dose rate from 350 R/hr to 500 R/hr

14. Eberline E-600 w/ 2 probes

- a. Approximately 3 instruments to be calibrated per year.
- b. Instruments are to be calibrated using an NIST traceable Cesium-137 radioactive source.
- c. Calibration of the SHP-360 pancake probe should be electronically calibrated using the Ludlum Model-500 Pulser or equivalent equipment with verification of meter response within + or – 10% accuracy over entire range. Calibration must be in Counts per Minute (CPM).
- d. Instruments with Geiger-Mueller tube "hotdog" probes should be calibrated using a Cesium-137 source traceable to NIST standards with verification of meter response within + or – 10% accuracy. Calibration must be in mR/H.

ANNUAL CALIBRATION SCHEDULE 2007

JANUARY	FEBRUARY	MARCH
Bladen County - DOE INSTR ONLY Robeson County - DOE INSTR ONLY Columbus County - DOE INSTR ONLY NCEM Rapid Response Kit #1 Lee County New Hanover County	NCEM Central Branch Office – Mgr & Area 6, 8 Iredell County Cleveland County NCEM RRT – 2	Lee County New Hanover County Mecklenburg County NCEM RRT – 7
APRIL	MAY	JUNE
Iredell County Brunswick County Lincoln County NCEM RRT - 4 USCG Marine Safety Unit	NCEM Western Branch Office – Mgr & Area 12, 14 Catawba County Mecklenburg County NCEM RRT - 3 & 5	NCEM Central Branch Office – Area 7, 9, 10 Brunswick County Lincoln County Cabarrus County
JULY	AUGUST	SEPTEMBER
NCEM Eastern Branch Office – Mgr & Area 2, 4 Catawba County NCEM Rapid Response Kit #2	Gaston County Harnett County Cabarrus County	Union County Chatham County
OCTOBER	NOVEMBER	DECEMBER
NCEM Eastern Branch Office – Area 1, 3, 5 Gaston County Harnett County	NCEM Western Branch Office – Area 11, 13, 15 Union County Chatham County	Anson County - DOE INSTR ONLY Richmond County - DOE INSTR ONLY Scotland County - DOE INSTR ONLY Cleveland County NCEM RRT-1 & 6

NOTE: Counties/agencies are assigned to particular months to insure the minimum amount of equipment located around a specific power facility is in calibration at any specific time. This schedule also helps to evenly spread the workload for the calibration facility.

Counties should send 1/2 their meters (to include meters assigned with portal monitors) & dosimeters each month assigned to that county. It is important that each county/agency ship instruments during their assigned months in order to make this schedule work.

The response to this RFP shall consist of the following sections:

Corporate Background and Experience
Outsourcing
Cost Proposal

1. Corporate Background and Experience

This section shall include background information on the organization and should give details of experience with similar projects. A list of at least three (3) references (including contact persons and telephone numbers) for whom similar work has been performed shall be included.

2. Outsourcing

The Vendor must detail the manner in which it intends to utilize resources or workers located outside of the United States, and the State of North Carolina will evaluate the additional risks, costs and other factors associated with such utilization to make the award for this proposal as deemed by the awarding authority to be in the best interest of the State.

For any proposed or actual utilization or contract performance outside of the United States, the offeror's proposal must include:

- a) The location of work performed under a state contract by the vendor, any subcontractors, employees, or other persons performing the contract.
- b) The corporate structure and location of corporate employees and activities of the vendors, its affiliates or any subcontractors.

The State may initiate proceedings to debar a vendor from participation in the bid process and from contract award as authorized by North Carolina law, if it is determined that the vendor has refused to disclose or has falsified any information provided herein.

3. Cost Proposal

The Cost Proposal shall contain:

Personnel costs (including hourly rates and total hours)
Travel and Subsistence Expenses
Subcontractor Costs (if any)
Other Costs (e.g., office expenses)
TOTAL COST A total not to exceed cost representing the maximum amount for all work to be performed must be clearly indicated under this heading.

COST PROPOSAL/EXECUTION OF PROPOSAL

By submitting this proposal, the potential contractor certifies the following:

- _____ This proposal is signed by an authorized representative of the firm.
- _____ It can obtain insurance certificates as required within 10 calendar days after notice of award.
- _____ The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- _____ All labor costs, direct and indirect, have been determined and included in the proposed cost.
- _____ The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.
- _____ The offeror is registered in NC E-Procurement @ Your Service or agrees to register within two days after notification of contract award.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 60) days from the date of the opening, to furnish the subject services for a cost not to exceed \$87,066.00 yearly.

OFFEROR: Ohio Emergency Management Agency

ADDRESS: 2855 West Dublin Granville Road

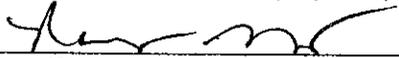
CITY, STATE, ZIP: Columbus, Ohio 43235-2712

TELEPHONE NUMBER: 614-889-7152 FAX: 614-889-7183

E-MAIL: ndragani@dps.state.oh.us

Principal Place of Business if different from above (See General Information on Submitting Proposals, Item 18.):

Will any of the work under this contract be performed outside the United States? Yes No
(If yes, describe in technical proposal.)

BY:  TITLE: Executive Director DATE: 7/23/09
(Signature)

Nancy J. Dragani
(Printed Name)

ACCEPTANCE OF PROPOSAL

(Using Agency Name)

BY: _____ TITLE: _____ DATE: _____

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

Unsigned proposals will not be considered.

Issuing Agency: Department of Administration

Solicitation # 200900579)

Agency Contact Person & phone #: Mildred C. Christmas, (919) 807-4525

Solicitation Title / Type of Services: Calibration and Maintenance of the Radiological Survey and Monitoring Equipment

OFFEROR: Ohio Emergency Management Agency

City & State: Columbus, Ohio

Location(s) from which services will be performed by the contractor:

Service	City/Providence/State	Country
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<u>Repair and Calibration</u>	<u>Columbus, Ohio</u>	<u>USA</u>
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Location(s) from which services are anticipated to be performed outside the U.S. by the contractor:

N/A

Location(s) from which services will be performed by subcontractor(s):

Service	Subcontractor City/Providence/State	Country
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N/A

Location(s) from which services are anticipated to be performed outside the U.S. by the subcontractor(s):

N/A

(Attach additional pages if necessary.)

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
2. **CERTIFICATION:** By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.
3. **ORAL EXPLANATIONS:** The State shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
4. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
5. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
 - All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
 - Unless absolutely necessary, all proposals and copies should **minimize or eliminate use of non-recyclable or non-reusable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.
6. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the State of North Carolina will not reimburse any offeror for any costs incurred prior to award.
 7. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of 60 days. Although the contract is expected to be awarded prior to that time, the 60 day period is requested to allow for unforeseen delays.
 8. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
 9. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the State, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.
 10. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the State when received.
 11. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
 12. **SUBCONTRACTING:** Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
 13. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01 :05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.

invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

- 15. PROTEST PROCEDURES:** When an offeror wants to protest a contract awarded by the Secretary of Administration or by an agency over \$25,000 resulting from this solicitation, they must submit a written request to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request must be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award. When an offeror wants to protest a contract awarded by an agency or university resulting from this solicitation that is over \$10,000 but less than \$25,000 for any agency, or any contract awarded by a university, they must submit a written request to the issuing procurement officer at the address of the issuing agency. This request must be received in that office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Contract status and Award notices are posted on the Internet at <http://www.pandc.nc.gov/>. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519. (See Protest Information at <http://www.pandc.nc.gov/protests.pdf> for more information.)
- 16. TABULATIONS:** The Division has implemented an Interactive Purchasing System (IPS) that allows the public to retrieve bid tabulations electronically from our Internet web site: <http://www.pandc.nc.gov/>. Click on the IPS BIDS icon, click on Search for Bid, enter the RFP number, and then search. Tabulations will normally be available at this web site not later than one working day after opening. Lengthy tabulations may not be available on the Internet, and requests for these verbally or in writing cannot be honored.
- 17. VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on our Internet web site: <http://www.pandc.nc.gov/>.
- 18. RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident offerors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.

(Contractual and Consultant Services)

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
5. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the Agency's Contract Administrator. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
6. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the Agency shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.

In case of default by the Contractor, the State may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The State reserves the right to require a performance bond or other acceptable alternative performance guarantees from successful offeror without expense to the State.

In addition, in the event of default by the Contractor under this contract, the State may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the State has with the Contractor, and de-bar the Contractor from doing future business with the State

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the State may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the State, and de-bar the Contractor from doing future business

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

7. **TERMINATION:** The Agency may terminate this agreement at any time by 30 days notice in writing from the Agency to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Agency, become its property. If the contract is terminated by the Agency as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice(s) or acceptance of services, whichever is later, or in accordance with any special payment schedule identified in this RFP. The using agency is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
9. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Agency for the purpose set forth in this agreement.
10. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency.
11. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State for loss of damage of such property.

12. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
13. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. The Contractor shall retain all records for a period of three years following completion of the contract.
14. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:
- Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 - Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).
- In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
15. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
16. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
17. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
- Worker's Compensation -** The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
 - Commercial General Liability -** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability).
 - Automobile -** Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

18. **ADVERTISING:** The offeror shall not use the award of a contract as part of any news release or commercial advertising.
19. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.
- All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
20. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the Agency and the Contractor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.
21. **TAXES:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

22. **YEAR 2000 COMPLIANCE/WARRANTY:** Vendor shall ensure the product(s) and service(s) furnished pursuant to this agreement ("product" shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which perform any date and/or time data recognition function, calculation, or sequencing, will support a four digit year format, and will provide accurate date/time data and leap year calculations on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive termination or expiration of the agreement.
23. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
24. **OUTSOURCING:** Any vendor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to outsource any portion of the work to a location outside the United States, prior written approval must be obtained from the State agency responsible for the contract.

Vendor must give notice to the using agency of any relocation of the vendor, employees of the vendor, subcontractors of the vendor, or other persons performing services under a state contract outside of the United States.

7/7/2009



SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

Ohio E.M.A. Radiological Instrument Calibration Laboratory

1296 Kinnear Road
Columbus, OH 43212
Mr. Rob D. Stone

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E-mail: rdstone@dps.state.oh.us

CALIBRATION LABORATORIES

NVLAP LAB CODE 200419-0

IONIZING RADIATION DOSIMETRY

NVLAP Code: 20/101

Dosimetry of X-Rays, Gamma Rays, and Electrons

Calibration of Survey Instruments

<i>Calibration Category</i>	<i>Radiation Type or Beam Code</i>	<i>Nominal Intensity Range</i>	<i>Uncertainty of Reference Field (±) ^{note 1}</i>	<i>Remarks</i>
Gamma	¹³⁷ Cs	1 R/hr to 500 R/hr	5.0%	Source 1
	¹³⁷ Cs	> 10 mR/hr to 5 R/hr	5.0%	Source 2
	¹³⁷ Cs	> 10 mR/hr to 50 mR/hr	5.0%	Source 3
	¹³⁷ Cs	0.1 mR/hr to 10 mR/hr	7.0%	Source 3

1. Represents an expanded uncertainty using a coverage factor, $k = 2$, at an approximate level of confidence of 95 %.

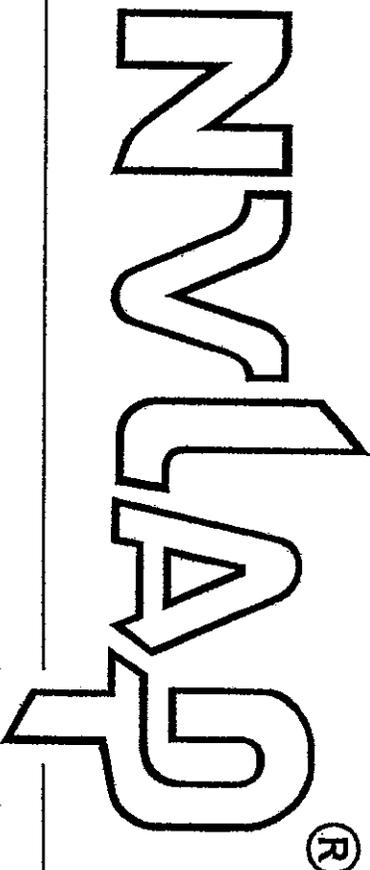
2008-10-01 through 2009-09-30

Effective dates

Dally S. Bruce

For the National Institute of Standards and Technology

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 200419-0

Ohio E.M.A. Radiological Instrument Calibration Laboratory
Columbus, OH

*is accredited by the National Voluntary Accreditation Program for specific services,
listed on the Scope of Accreditation, for:*

CALIBRATION LABORATORIES

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communiqué dated 18 June 2005).*

2008-10-01 through 2009-09-30

Effective dates



Shelby S. Buess
For the National Institute of Standards and Technology