

STATE OF NEW JERSEY <b>AGENCY PURCHASE ORDER</b>				DOCUMENT			DATE	REQUISITION NUMBER	FY
				TC	AGY	NUMBER	10/14/14	R	
PO #: 8040738				(DPA) DIRECT PURCHASE AUTHORIZATION				VENDOR ID NUMBER	
CONTRACT NO	AGENCY REF	BUYER	TERMS	TOTAL AMOUNT					
	PMCNAIR		NONE						\$ 7790.04

**VENDOR NAME AND ADDRESS**

PACE ANALYTICAL SERVICES INC  
1700 ELM ST SUITE 200  
MINNEAPOLIS MN 55414

**SHIP F.O.B. DESTINATION TO:**

DIV OF FISH & WILDLIFE (424880/S025)  
MILLVILLE WILDLIFE MGT.AREA  
8747 FERRY RD  
MILLVILLE NJ 08332

Direct Purchase or Special Procurement, Indicate Date Quotation Received → 10/14/14

CONTACT **DAVE GOLDEN** (609) 372-2072

**BILL TO:**

DEPT OF ENVIRONMENTAL PROTECT (424880/B015)  
DIV OF FISH & WILDLIFE  
MILLVILLE WILDLIFE MGT.AREA  
8747 FERRY RD  
MILLVILLE NJ 08332

**IMPORTANT: THIS PURCHASE ORDER CONTAINS PROMPT PAYMENT INFORMATION**

VENDOR REFERENCE

BFY 15

FUND	AGCY	ORG CODE	SUBORG	APPR UNIT	ACTIVITY CD	OBJECT CD	SUB-OBJ	REV SRCE	SUB-REV	PROJECT/JOB NO
100	042	4EFA		111	V63M	3620				33400000
2										
3										

RPT CT	AMOUNT
1	7790.04
2	
3	

**INSTRUCTIONS TO VENDORS:** ENCLOSE PACKING SLIP WITH SHIPMENTS. SUBMIT ALL BILLS ON ATTACHED STATE VOUCHER FORMS. IF PARTIAL BILLING SUBMIT BALANCE ON SEPARATE STATE VOUCHER FORMS. SHOW PURCHASE ORDER NUMBER ON ALL BILLS OF LADING. INVOICES AND CORRESPONDENCE TO THE STATE AGENCY INDICATED ABOVE. N.J.S.A. 54:32B-1 ET SEQ. EXEMPTS NJ STATE AGENCIES FROM SALES OR USE TAXES. DO NOT INCLUDE THEM IN YOUR PRICE.

ITEM NO.	COMMODITY CODE/DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
00001	DELIVERY: 007WEEKS ARO COMMODITY CODE: 982-22-000000 [CHEMICAL LABORATORY SERVICES]  ITEM DESCRIPTION: CHEMICAL LABORATORY SERVICES(ANALYSIS OF SEDIMENT SAMPLES FOR DIOXIN LEVELS)	12.000	EACH	649.17	\$ 7790.04
<i>Paperwork on file</i>					

**AGENCY APPROVAL:** This transaction is authorized by the Director, Division of Purchase and Property in accordance with the provision of Chap. 107 P.L. 1985 as amended. The issuing Agency's Approval Officer's signature guarantees compliance with all provisions governing the authorization granted by the Director. Signature affixed to this document serves as certification that: 1) items purchased under DPA authorization are not currently available under the provisions of a current State contract, nor from the State Distribution Center, nor from DEPTCOR (State Use Industries); 2) funds required and authorized for this purpose are available. Unauthorized use is subject to prosecution.


*Pat McNamee*  
Authorized Signature

*Sup Proc Spec*  
Title

10/14/14  
Date

**State of New Jersey  
Division of Purchase & Property**

**Information Sheet and Certification for Delegated Purchasing Authority Transactions**

Company Information	
Company Name	<u>Pace Analytical Services, Inc.</u>
Address	<u>1700 Elm St. Suite 200</u>
City	<u>Minneapolis</u> State <u>MN</u> Zip Code <u>55414</u>
Country	<u>United States</u> Contact Person <u>Natalie Ristau</u>
Phone	<u>612-607-1700</u> Fax <u>612-607-6444</u>
Company Email	<u>natalie.ristau@pacelabs.com</u>
FEIN/SSN	 Quote or PO # _____

The information provided above will be used to pre-populate information fields within the Delegated Purchasing Authority ("DPA") Transactions document packet for your convenience.

This certification will serve as your official signature for the following certifications presented within this document packet:

- Ownership Disclosure Form
- Disclosure of Investigations and Actions Involving Bidder Form
- Disclosure of Investment Activities in Iran Form
- Source Disclosure Certification Form
- MacBride Principles Certification Form
- Vendor Certification and Political Contribution Disclosure Form
- Two Year Chapter 51 / Executive Order 117 Vendor Certification and Disclosure of Political Contributions Form
- Affirmative Action Supplement Form
- Delegated Purchasing Authority Terms and Conditions

Please Note: For businesses not registered by the State of New Jersey, Division of Revenue, you MUST complete a Business Registration Certificate Application, which is located here <http://www.nj.gov/nbusiness/starting/>. You must have a valid Business Registration Certificate to be eligible to do business with the State of New Jersey.

You must also answer the questions on the following forms/certifications: Ownership Disclosure Form, Disclosure of Investigation and Actions Involving Bidder Form, Disclosure of Investment Activities in Iran Form, Source Disclosure Certification Form, MacBride Principles Certification Form, Vendor Certification and Political Contribution Disclosure Form, Two Year Chapter 51 / Executive Order 117 Vendor Certification and Disclosure of Political Contributions Form and the Affirmative Action Supplement Form. These questions must be answered in full in order for you or your company to be eligible for award.

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to promptly notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

I certify that the signature on this page below has the effect of and constitutes a signature on every page listed in this packet.

Signed By: Natalie Ristau Current Date ~~9/2/14~~  
10/07/2014 NCR

Title: Administrative Assistant/AR

State of New Jersey  
Division of Purchase & Property  
Source Disclosure Certification Form

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Contractor.

The Contractor submits this Certification in response to the Delegated Purchasing Authority transaction issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey (the "Division"), in accordance with the requirements of N.J.S.A. 52:34-13.2.

**Instructions:**

List every location where services will be performed by the Contractor and all Subcontractors.

If any of the services cannot be performed within the United States, the Contractor shall state, with specificity the reasons why the services cannot be so performed. Attach additional pages if necessary.

Contractor and/or Subcontractor

Pace Analytical Services

Description of Services

Environmental Testing Laboratory

Performance Locations(s) by Country

United States

Reasons why services cannot be performed in US

NA

Any changes to the information set forth in this Certification during the course of the transaction will be immediately reported by the Contractor to the Using Agency.

The Using Agency shall determine whether sufficient justification has been provided by the Contractor to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

I understand that, after award of a contract to the Contractor, it is determined that the Contractor has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Using Agency that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Contractor shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to the DPA Standard Terms and Conditions.

I further understand that this Certification is submitted on behalf of the Contractor with knowledge that the Division and Using Agency is relying upon the truth of the statements contained herein.

State of New Jersey  
Division of Purchase & Property  
Affirmative Action Supplement Form

Delegated Purchasing Authority Proposal    Company Name Pace Analytical Services, Inc.    Quote or PO # \_\_\_\_\_

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:6-31 et seq. (P.L. 1976, C. 127)**

**N.J.A.C. 17:27**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:6-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27\_5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

**\* NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

**PLEASE CHECK APPROPRIATE BOX (ONE ONLY)**

- I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

## INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

**IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

**ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

**ITEM 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**ITEM 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**ITEM 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

**ITEM 5** - Enter the physical location of the company. Include City, County, State and Zip Code.

**ITEM 6** - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**ITEM 7** - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

**ITEM 8** - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey

**ITEM 9** - Enter the total number of employees at the establishment being awarded the contract.

**ITEM 10** - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

**ITEM 11** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report

**Racial/Ethnic Groups will be defined:**

**Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

**Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

**American Indian or Alaskan Native:** Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillipine Islands and Samoa.

**Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

**ITEM 12** - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**ITEM 13** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**ITEM 14** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**ITEM 15** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

**ITEM 16** - Print or type the name of the person completing the form. Include the signature, title and date.

**ITEM 17** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

### TYPE OR PRINT IN SHARP BALL POINT PEN

**THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE) TO:**

**NJ Department of the Treasury  
Division of Purchase & Property  
Contract Compliance Audit Unit EEO Monitoring Program  
P.O. Box 206  
Trenton, New Jersey 08625-0206  
Telephone No. (609) 292-5473**

**State of New Jersey**  
**Division of Purchase & Property**  
**Delegated Purchasing Authority Terms and Conditions**

The following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey.

~~For agency purchase orders issued against term contracts, additional provisions shall apply in accordance with the provision of the agreement between the State of New Jersey and the Contractor.~~

**1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS**

**1.1 CORPORATE AUTHORITY** – It is required that all corporations be registered with the Office of the Secretary of the State prior to conducting business in the State of New Jersey.

**1.2 ANTI-DISCRIMINATION** – All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:4-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder.

**1.3 PREVAILING WAGE ACT** – The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56-26 et seq., is hereby made a part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provision of the Prevailing Wage Act.

**1.4 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** – The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.

**1.5 OWNERSHIP DISCLOSURE** – Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation's or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.

**1.6 COMPLIANCE: LAWS** – The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

**1.7 COMPLIANCE: STATE LAWS** – It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.

**1.8 COMPLIANCE: CODES** – The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building Code, OSHA and all applicable codes for this requirement. The successful vendor will be responsible for securing and paying for all necessary permits, where applicable.

**2. LIABILITIES**

**2.1 LIABILITIES – COPYRIGHT** – The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind of or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

**2.2 INDEMNIFICATION** – The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suites, actions, recoveries, judgment and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

**2.3 INSURANCE** – The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The contractor shall provide the State of New Jersey with current certificates of insurance for all coverage's and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice.

The insurance to be provided by the contractor shall be as follows:

- a. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:
  1. Broad Form Comprehensive General Liability
  2. Products / Completed Operations
  3. Premises / Operations

**State of New Jersey**  
**Division of Purchase & Property**  
**Delegated Purchasing Authority Terms and Conditions**

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limited of liability for bodily injury and property damage shall not be less than \$1 million per occurrence. As a combined single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employer's Liability Insurance with limits of not less than:
  - \$100,000 Bodily Injury, Each Occurrence
  - \$100,000 Disease Each Employee
  - \$500,000 Disease aggregate Limit

**3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PROCUREMENT BUREAU**

**3.1 SUBCONTRACTING OR ASSIGNMENT** – The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

Nothing contained in the specifications shall be construed as creating a contractual relationship between any subcontractor and the State.

**3.2 PERFORMANCE GUARANTEE OF BIDDER** – The bidder hereby certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make repairs to equipment in the territory from which the service request might emanate within a 48 hour period or within the time accepted as industry practice.
- f. During the warranty period, the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's Using Agency is rendered.

**3.3 DELIVERY GUARANTEES** – Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the specifications.

The contractor shall be responsible for the delivery of material in first class condition to the State's Using Agency or the purchase under this contract, and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the specifications.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the specifications, the Using Agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

**3.4 STATE'S RIGHT TO INSPECT CONTRACTOR'S FACILITIES** - The State reserves the right to inspect the contractor's establishment.

**3.5 MAINTENANCE OF RECORDS** – The contractor shall maintain records for products and/or service delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the State upon request.

**4. TERMS RELATING TO PRICE QUOTATIONS**

**4.1 PRICE FLUCTUATIONS DURING CONTRACT** – All prices shall be firm through issuance of contract purchase order and shall not be subject to increase during the period of the contract.

**4.2 DELIVERY COSTS** – Unless otherwise noted in this purchase order, all prices for items are to be F.O.B. Destination. Regardless of the methods of quoting shipment, the contractor shall assume all liability and responsibility for the delivery of merchandise in good condition to the State's Using Agency or designated purchaser.

**State of New Jersey**  
**Division of Purchase & Property**  
**Delegated Purchasing Authority Terms and Conditions**

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience when a single shipment is ordered. The weights and measures of the State's Using Agency receiving the shipment shall govern.

4.3 C.O.D TERMS – C.O.D. terms are not acceptable.

4.4 TAX CHARGES – The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, they must not be included in the invoice. The State's Federal Excise Tax Exemption Number is 22-75-0050k.

4.5 PAYMENT TO VENDORS – Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State Payment Voucher in duplicate together with original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery.

4.6 NEW JERSEY PROMPT PAYMENT ACT – The New Jersey Prompt Payment Act (P.L.1987, c. 184) requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later.

**5. CASH DEPOSITS**

a. A discount period shall commence on the day the State Using Agency received a properly signed and executed State Payment Voucher for products and services that have been duly accepted by the State Using Agency in accordance with the terms, conditions and specifications of the Contract/Purchase Order. If the State Payment Voucher is received prior to the delivery of the goods and services, the discount period begins with the acceptance of goods and services, whichever is later.

b. The date on the check issued by the State in payment of that State Payment Voucher shall be deemed the date of the State's responses to that Voucher.

6. STANDARDS PROHIBITING CONFLICTS OF INTEREST – The following prohibition on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

a. No vendor shall pay, or agree to pay, either directly or indirectly any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52-13D-13b and e, in Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52-13D-13i, of any such officer or employee, or any partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52-13D-13g.

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

c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationships with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

d. No vendor shall influence, or attempt to cause or influence, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment or said officer or employee.

e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.

f. The provisions cited above in paragraph 6a. shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.





Pace Analytical Services, Inc.  
 1700 Elm St. SE  
 Minneapolis, MN 55414  
 Phone: 612-607-1700  
 Fax: 612-607-6444

**Contact Information**

Contact Name	Joel Pecchioli	Quote Number	00015640
Account Name	NJDEP	Prepared By	Nathan Eklund
Phone	(609) <del>984-9766</del> 633-2200	E-mail	nathan eklund@pacelabs.com
Email	joel.pecchioli@dep.nj.gov		

**Project Information**

Quote Name	NJDEP_20140924_NE	Created Date	9/24/2014
Project Start Date	10/13/2014	Shipping Information	Ship cooler and sample containers to client
Project Duration	3 months	Report Level	Level IV
Turn Around Time	Standard 15 Day TAT	Certification	New Jersey
Special Instructions	Marsh Sediment Sampling	Requirements	

**Address Information**

Quote To Name	Joel Pecchioli / NJDEP	Ship To Name	<i>Domina Frizzera</i> NJDEP - Office of Science
Quote To	401 East State St. PO Box 420 Trenton, NJ 08625	Ship To	<i>425</i> 401 East State St., 1st Floor PO Box 420 Trenton, NJ 08625-0420
Bill To Name	NJDEP		
Bill To	401 East State St. PO Box 420 Trenton, NJ 08625 USA		

**Quote Details**

Quantity	Method	Product	Line Item Description	Sales Price	Sub-Total	Total Price
11.00	EPA 1613B	Tetra-Octa (All 17 Dioxin/Furan compounds, all matrices)	Sediment Samples	\$560.00	\$6,160.00	\$6,160.00
1.00	EPA 1613B	Tetra-Octa (All 17 Dioxin/Furan compounds, all matrices)	Trip/Field Blank	\$560.00	\$560.00	\$560.00
11.00	ASTM D422	Grain Size	ASTM D2216 / ASTM D136	\$70.00	\$770.00	\$770.00
12.00	N/A	Level IV Data Package	30 Day TAT	<del>\$40.00</del>	<del>\$120.00</del>	<del>\$120.00</del>
12.00	N/A	Level IV Data Package	24 Day TAT	<del>\$20.00</del>	<del>\$240.00</del>	<del>\$240.00</del>
12.00	N/A	Level IV Data Package	18 Day TAT	\$25.00	\$300.00	\$300.00

Grand-Total

*\$7790* \$8,450.00

Additional Pricing Considerations:



Pace Analytical Services, Inc.  
1700 Elm St. SE  
Minneapolis, MN 55414  
Phone: 612-607-1700  
Fax: 612-607-6444

**If you have specific questions about any conditions noted below, please contact your Pace Analytical Representative.**

- Proposal expires 60 days from created date above, unless accepted, signed and returned.
- Quoted prices include standard Pace Analytical QA/QC, reporting limits, compound lists and standard report format unless noted otherwise.
- If project specific MS/MSD samples are submitted, they may be billable.
- TAT (Turn Around Time) is in working days unless otherwise specified above.
- To ensure requested TAT is available, please coordinate with your Pace Analytical representative at time of sample submittal.
- Any deviation from the above quoted scope of work, including sample arrival date and volume, may result in adjustment of prices.
- Please include Quote Number on Chain-of-custody to ensure proper billing.
- Pricing includes standard delivery of bottle/sample kits and coolers.
- Charges will apply for non-standard shipping and for projects where shipping exceeds 10% of the total analytical costs of the shipment.

Client Signature

Date

## Terms and Conditions

### Pace Analytical Services, Inc.: Terms and Conditions

1. Controlling Provisions - These Standard Terms and Conditions are an integral part of the Agreement between Pace Analytical Services, Inc. ("PASI") and CLIENT ("Client"), and supersede any other document provisions not consistent herewith. Further, the Agreement, including these Terms, constitutes the entire agreement between PASI and Client relating to the project and any written or oral representations, assurances, commitments, premises, or agreements by PASI not contained herein are void.
2. PASI General Responsibilities - Performance by PASI shall meet current reasonable scientific and engineering standards in effect in the industry at the time the service is performed. Tests and observations will be conducted using test procedures and laboratory protocols as specified in accepted task orders, Scope of Work, proposals prepared by PASI or written instructions to PASI from Client. If Client directs a manner of performing analyses that varies from PASI's standard or recommended methods and procedures, Client agrees to hold PASI harmless from all claims, damages, and expenses arising out of Client's direction.
3. Reports and Records - PASI will provide copies of each report to Client as specified in the task order or PASI proposal. PASI will retain final reports in a retrievable manner for five years from the date of issuance, and will retain back up data for those reports for a minimum of one year and a maximum of three years. PASI agrees to provide reports for Client's use only for purposes disclosed to PASI at the time of contracting. If Client does not pay for PASI's services as agreed, Client agrees that PASI may retain all reports and work not yet delivered to Client and request the return of the original reports issued. Methods, discoveries, procedures, and equipment developed by PASI during or for the project shall remain the sole property of PASI.
4. Delivery and Acceptance of Samples - Client will notify PASI of upcoming work at least ten working days prior to delivery of the samples. PASI can accept or refuse the work within two days thereafter. Client is responsible for loss of or damage to samples until PASI accepts delivery of samples by notation on chain of custody documents. PASI reserves the right to transfer samples within our laboratory system, after prior notification to Client. Such transfers will be made only to PASI laboratories which meet certification and/or approval requirements defined by client. In the event Client chooses to restrict the transfer of samples between PASI laboratories, PASI will not be responsible for the payment of penalties, fines, resampling or reanalysis charges. PASI reserves the right to charge for sample containers that are provided yet unused by the client or received by PASI and unanalyzed at the request of the Client.
5. Sample Retention and Disposal - PASI will dispose of all non-hazardous samples. It is the responsibility of the Client to inform PASI should it be desired that non-hazardous waste samples or extracts be saved beyond 30 days after the issuance of the final report or if alternative or special disposal methods are desired. PASI reserves the right to charge for storage of any sample(s) or extract(s) stored beyond 30 days after the date of the final report or for any disposal costs incurred. PASI reserves the right to return highly hazardous, acutely toxic, or radioactive samples and sample containers and residues to Client. In addition, samples containing analytes for which there is no approved method of disposal may also be returned to Client. Client agrees to accept them.
6. Non-Assignment - Neither party may assign or transfer any rights or obligations existing under the Agreement without prior written consent of the other party; provided, however, that PASI may distribute the project within its system of laboratories or may subcontract such part or parts of the project as PASI may deem appropriate.
7. Time of Completion - Force Majeure - PASI shall use its best efforts to accomplish the project within any specified time limitations. PASI shall not be responsible for any non-performance or delay in the work to be performed caused by Client, Client's employee, agents or contractors, or caused by factors beyond PASI's control such as governmental authorities, unanticipated physical conditions not now known, labor disputes or acts of God.
8. Successors and Assigns - The Terms shall be binding upon, and inure to the benefit of the successors and assignee of Client and PASI.



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9. Compensation - The pricing offered to Client by PASI is predicated upon Client's acceptance of this Agreement. In most cases, the pricing includes all sample containers and preservatives as prescribed by the analytical method requested for each determination. Credit worthiness will be determined based upon an assessment of Client's payment history, credit reports, financial stability or other factors. If credit is not granted, Client must pay PASI in advance prior to initiation of the project. In the event that PASI is serving as a subcontractor for Client, PASI will be informed, upon request, of the identity of the ultimate client and may make inquiries of the ultimate client prior to granting credit.

Client agrees to pay for services as stated in the PASI proposal or price quote as accepted by Client. Invoices are due 30 days from the date of the invoice. Within 15 days from receipt of invoice, client will notify PASI in writing of any particular item that is alleged to be incorrect. Uncontested portions of the invoices will be due within 30 days from initial invoice date. Interest will be charged on unpaid balances at the rate of 1.5% per month, but not to exceed the maximum rate allowed by law, beginning 30 days after receipt of invoice. PASI may choose to invoice a third party if requested by Client, however, Client agrees to be ultimately responsible for payment until PASI is provided with that third party's written acceptance of all terms of the Agreement and until PASI agrees to a substitution.

In the event that payment is not made within 60 days following the invoice date, PASI will consider the default a total breach of the Agreement and may terminate all duties without liability to Client or to others. In the event that PASI must take action to collect payment, Client shall pay all costs of collection, including attorney's fees. Any significant changes to the scope of work subsequent to the submittal of a price quotation, or the delivery of samples to the laboratory are subject to a renegotiation of prices or terms relating to the original scope of work. Such changes include, but are not limited to: QA/QC requirements and

procedures, detection limits, samples received and stored, but not analyzed, decrease in quantity of samples delivered compared to quantity quoted, reporting and other deliverable format requirements. PASI shall not be required to comply with such changes unless requested in writing and agreed upon by PASI in writing.

10. Risk Allocation, Disputes, and Damages - PASI's aggregate liability for negligent acts and omissions and of a non-intentional breach by PASI will not exceed the fee paid for the services. Client agrees to indemnify PASI from all liabilities to others in excess of that amount. The limitation does not apply to losses arising from gross negligence or intentional breaches of contract by PASI. Neither PASI nor Client will be liable to the other for special, incidental, consequential, or punitive losses or damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, or the cost of capital. PASI will not be liable to Client unless Client has notified PASI of the discovery of the claimed negligent act, error, omission or breach within 30 days of the date of its discovery, and within two years of the date of injury or loss, and unless PASI is given an opportunity to investigate and to recommend ways of mitigating Client's damages. If it is claimed by a third party that PASI did not complete an acceptable analysis, Client will seek further review and acceptance of the completed work by the third party and use their best efforts to obtain that acceptance. Subject to an overall limitation of liability provided for in this Agreement, if PASI has failed to meet an established holding time through negligence or non-intentional breach, PASI will be responsible for the actual costs of resampling and reanalysis, but not exceeding the value of the individual task order or proposal.

11. Client Responsibility - Client shall:

- (a) Provide PASI full and complete information regarding all factors known to Client, or which Client has access to, which could have any affect on the ability of PASI to perform its obligations, and notify PASI should Client acquire information of this type during performance of the project.
- (b) Provide to PASI personnel and/or subcontractors access to any site where PASI is to perform work, and access to all personnel of Client who are in any way involved in the project, including (but not limited to) any authority or permission which must be obtained by any third party.
- (c) Notify PASI of any delay regarding the start-up, progress or completion of the project caused by Client, or caused by others and known to Client, not less than two (2) weeks before such delay. In the event that Client fails to give the notice required by the Paragraph, Client agrees to pay PASI for labor and material, and for lost profits due to PASI being unable to work elsewhere during the period of delay.

12. Indemnities - PASI will indemnify and hold Client harmless from and against demands, damages, and expenses caused by negligent acts and omissions and breaches of contract by PASI and by the negligent acts and omissions and breach of contract of persons for whom PASI is legally responsible. Client will likewise indemnify and hold PASI harmless.

13. Insurance - PASI carries liability insurance with limits as follows: General liability - \$2,000,000 general aggregate, each occurrence \$1,000,000; personal and advertising injury \$1,000,000; Automobile Liability - \$1,000,000; Excess Liability Umbrella - \$5,000,000 aggregate, \$5,000,000 each occurrence; Worker's Compensation Insurance - with statutory limits; Professional Liability \$5,000,000 aggregate, \$5,000,000 per claim. PASI will, at Client's request, submit certificates of insurance from insurers showing limits of coverage.

14. Change Orders - PASI shall not be required to comply with any requested changes in the project unless agreed to by PASI in writing. Any changes may increase the amount due PASI.

15. Confidentiality - Each party agrees that if during the performance of the project it becomes aware of trade secrets, confidential or proprietary information of the other, it will not disclose except to its employees or contractors and then only as necessary to complete the project.

16. Liability Limited - Client is aware that the project may involve inherent risks, both patent and latent, and that PASI cannot guarantee satisfactory results or indemnify Client from any damages, direct or indirect, resulting from the project. Should it be determined by a Court of competent jurisdiction that PASI did not meet current reasonable scientific regulatory and engineering standards in effect in the industry at the time the service is performed, and if Client suffers damages directly as a result thereof, PASI liability is limited to the amount of the project cost. PASI shall not be responsible for any consequential or indirect damages in any amount. If Client desires any alteration of the limitation of PASI



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liability provided for in the Paragraph, it shall so advise PASI in writing prior to commencement by PASI of work on the project and agree to pay for the cost of any additional insurance PASI may agree to purchase to cover such liability. PASI shall not be required to undertake the project if it cannot, in PASI's opinion, adequately cover its exposure by insurance. Client will advise its agents, contractors and subcontractors involved in the project, if any, of the liability limitation.

17. Miscellaneous Provisions - PASI requests written acceptance of these terms and conditions, however, the arrival of samples at a PASI laboratory will be considered an intent to do business and constitute agreement to these Terms and Conditions. This Agreement constitutes the summary of terms and conditions between Client and PASI. In no event will the printed terms or conditions stated in a purchase order, other than agreed upon task order, be considered part of this Agreement. These terms shall be governed by the laws of the State of Minnesota.