

This contract is to coordinate, deliver sample kits to residents, and pickup water samples from residents of public water systems (PWSs) affected by saltwater intrusion events in the State of Louisiana. This is a Statewide Contract. Contractor must be able to deliver and pickup sample kits in all parishes as deemed necessary by the Louisiana Department of Health (LDH). Contractor shall work under the direction and control of LDH– Safe Drinking Water Program (SDWP) to coordinate and perform the timely sample collection as outlined here. Contractor shall coordinate and work with the public water systems to ensure samples are collected timely at the appropriate sites. The estimated weekly quantity for the line items in this solicitation will vary from one hundred (100) to three hundred (300) samples per week.

Contractor shall transport water samples in accordance with LDH requirements. Contractor is not responsible for the sample analyses and sample containers/bottles. LDH will provide the sample kits with sample containers/bottles and sampling instructions to the contractor.

Contractor shall coordinate with each public water system for a list of sampling locations. The water samples are to be collected by the resident/homeowner from an inside tap (i.e., kitchen faucet) per sampling instructions. Contractor shall not collect the water samples from outside water taps (e.g., hose bib).

Contractor shall coordinate with the designated contact for each public water system and deliver sample kits to the prescribed sample locations (i.e., residents) on a weekly basis Monday through Friday. Contractor shall coordinate timely pickup of samples and associated sampling forms from each resident within 1-2 days after sample kit delivery, and transport the samples to the LDH Office of Public Health Laboratory located at 1209 Leesville Ave, Baton Rouge, LA 70802 within twenty-four (24) hours of collection.

Upon sample pickup, Contractor shall review the sampling form and complete the sample bottle label per the sampling form (e.g., add sample date, time and location). Contractor may need to conduct additional coordination with resident if sampling is not completed within 1-2 days of sample drop off. Contractor shall work with public water system to establish an alternate location if resident refuses to sample. Contractor shall fill out and sign the sample log sheet for each set of samples picked up and delivered to the Office of Public Health Laboratory. Each sample log sheet shall contain samples from only one water system. Contractor may use more than one log sheet for each water system.

#### **I. CONDITIONS THAT APPLY TO ALL ORDERS:**

The following conditions, unless otherwise stated, will apply to all orders:

1. Contractor is responsible for all travel cost associated with this contract.
2. Payment to Contractor - payment for goods and/or services purchased by the state will only be made in accordance with the following conditions:

Invoices must reference the State's purchase order number, the PWSs name and reflect the quantity billed by purchase order line number. Invoice quantity is based on the number of sample kits delivered and samples collected for PWSs.

Bills of lading, packing slips, and/or other related shipping papers must reference the state's purchase order number and reflect the quantity shipped by purchase order line number.

The State is not responsible for goods delivered or work done without a written task order. No allowance for boxing or crating. Unauthorized quantities in excess of this order will be returned or held subject to Shipper's order, expense and risk.

Contractor warrants that the goods or service to be furnished hereunder will be in full conformity with the specifications, drawing, or sample, and agrees that this warranty shall survive acceptance of the goods or service and that Contractor will bear the cost of resampling the rejected goods or service.

All rejected goods or service will be held at Contractor's risk and expense, subject to Contractor's prompt advice as to disposition. Unless otherwise arranged, all rejected goods or service will be returned at Contractor's expense.

Contractor will, at its expense, defend the State against any claim that any goods or service to be furnished hereunder infringes a patent or copyright in the United States or Puerto Rico, and will pay all cost of damages and attorney's fees that a court finally awards as a result of such claim.

## **II. DECLARATION:**

Contractor shall give first courier preference and service to LDH during a State declared emergency regardless of the number, or order of, other contracts Contractor has entered into provide similar services.

## **III. PAYMENT TERMS:**

Invoices shall be submitted monthly by Contractor in the arrears for services provided in the prior calendar month or partial calendar month during the term. Invoices shall be accompanied by a detailed narrative specifying the times, dates and locations of sample pickup and location delivery, and shall be accompanied by copies of log sheets, bills of lading, packing slips etc. evidencing the completion of the deliverables outlined in this Statement of Work. Said supporting documentation shall be sufficiently detailed to the reasonable satisfaction of LDH.

Invoices and supporting documentation shall be due and received by LDH on the 15<sup>th</sup> day following the close of each calendar month or partial month as the case may be. Payment shall be remitted on a net thirty (30) days basis measured from the timely submitted and properly documented invoice. Any deviation from the foregoing may result in delays in payment.