

Title: Water Testing Analysis - LDH-OPH

This solicitation is to establish a contract for the analysis of drinking water for the primary and secondary contaminants specified in the Federal Safe Drinking Water Act (42 USC 300f et seq.) and its implementing regulations [National Primary and Secondary Drinking Water Regulations (40 CFR 141 and 143)] on behalf of the Louisiana Department of Health - Office of Public Health (LDH/OPH). The Vendor performing the analyses under the contract shall be a certified chemical/drinking water laboratory by the LDH-OPH for the parameters outlined in this solicitation (see service description and **Attachment C – Price Sheet**). A *certified chemical laboratory/drinking water* is a laboratory meeting the requirements contained within the laboratory certification regulations (see **Attachment D – Laboratory Requirements** [LAC 48:V.Chapter 80]) and which has been officially certified by LDH-OPH to analyze and report compliance monitoring sample results for one or more physical, chemical, or radiological parameters associated with drinking water. The Vendor shall provide a copy of their LDH-OPH laboratory certification prior to award. When subcontracting of analyses is warranted, the Vendor shall only use LDH-certified chemical laboratories/drinking water.

Drinking water analyses shall be performed using approved analytical methods outlined in this solicitation (see service description below and **Attachment C - Price Sheet**). Alternate approved methods (per 40 CFR 141) may be used upon approval by LDH-OPH Safe Drinking Water Program (SDWP). Final analytical results shall be provided to the SDWP as stipulated in this solicitation. Bid will be awarded to the overall lowest, responsive, and responsible bidder meeting all specifications outlined in this solicitation.

Group	Service Description - Parameters as found in Attachment C – Price Sheet
1	All Chemical, Physical and Radiological; see Line # 1 – 37, and 43 – 72
2	Disinfection Byproducts [trihalomethanes and haloacetic acids]; see Line # 38-39, 73-75
3	Per- and Polyfluoroalkyl Substances [PFAS]; see Line # 40-42, 76-78

The Safe Drinking Water Program (SDWP) personnel within LDH-OPH are responsible for all sample scheduling, collection, packaging, and shipment tasks to the Vendor. SDWP personnel will collect the samples and ship them overnight directly to the laboratory Monday through Saturday. The Vendor shall not be responsible for collecting any samples. The Vendor shall be responsible for returning/shipping all sample coolers owned by LDH-OPH to the originating LDH-OPH regional office (see **Attachment E - Delivery Locations**) within seven days of receipt. The Vendor shall be responsible for all shipping costs associated with the return shipment of sample coolers.

The Vendor shall be responsible for the analysis of drinking water samples collected from public water systems throughout the State of Louisiana. The SDWP personnel will provide the Vendor with a sampling schedule indicating the number of samples (analysis methods) for each quarter 60 days prior to sampling events. The Vendor shall provide the sampling containers prior to sampling events per the provided sampling schedule and for any recollection of samples. Bids for each line item on **Attachment C - Price Sheet** must include the sampling containers with any associated reagents, and the analysis for the contaminant listed. The Vendor shall be responsible for the cost of shipping sampling containers to the LDH-OPH regional offices listed in **Attachment E – Delivery Locations**. All sampling containers must be shipped to the LDH-OPH regional offices within 10 business days of the order being placed. LDH-OPH is not responsible for sampling containers damaged during shipment, and the Vendor shall be responsible for shipping replacements.

Sample collection occurs every week, except those weeks with extended holidays. Routine weekly sampling will consist of the following:

Routine Sampling	Frequency (sites per week)	Analytes/Methods
Chemicals, Physical, and Radionuclides*	20-35	See Line numbers 1-37 and 43-72 for methods on Attachment C - Price Sheet.
Disinfection By-products [DBPs] (THMs-HAAs)	Average 400; Max 1000 during August	See Line numbers 38-39, and 73-75 for methods on Attachment C - Price Sheet.

Routine Sampling	Frequency (sites per week)	Analytes/Methods
Per- and Polyfluoroalkyl Substance (PFAS)	20-40	See Line numbers 40 -42, and 76-78 for methods on Attachment C - Price Sheet.

*Inorganics/Anions [line numbers 2, 6, 9-11, 16, 21-22, 29-33, 44, 48, 51-53, 58, 63-64, and 65-69] may not be utilized unless the LDH-OPH Laboratory has a capacity issue (e.g., equipment failure or extended lab closure, etc.). Line numbers 23-28 and 70-72 (rush turnaround time) are dependent on detections, complaints and/or potential contamination incidents and therefore may not be used.

Follow-up/confirmation samples are required when detections exceed a trigger level which is set at half of the maximum contaminant level (MCL) for primary contaminants. Investigative samples are necessary for emergency events (river spills, contamination events or concerns, special investigations, etc.). Follow-up/confirmation and investigative samples includes all analytes/methods (all lines) listed in this solicitation.

The Vendor shall perform and report all analyses with a method detection limit/reporting limit that is less than or equal to the EPA’s Detection Limits (DL) per the National Primary Drinking Water Regulations (40 CFR 141).

For routine samples, the Vendor shall initiate analysis within the sample hold time but no later than five business days from sample receipt. Vendor shall provide final laboratory analysis reports (“Certificate of Analysis”) to LDH-OPH SDWP within **10 business days** from start of sample analysis.

For expedited (rush turnaround) sample requests, vendor shall begin analysis upon sample receipt and shall report the final analytical results to LDH-OPH SDWP within **three business days** of sample receipt unless the testing method requires longer (e.g., radionuclides).

The Vendor shall report any verified analytical result that is equal to or above the MCL or action level (AL) for any regulated contaminant under the National Primary Drinking Water Regulations (40 CFR 141) within **24 hours** to the LDH SDWP via email to ChemSafe.Water@LA.GOV. The 24 hours begins when the results are finalized (i.e., result is validated and Quality Assurance and Quality Control (QA/QC) is complete.

At a minimum, the Vendor laboratory analysis reports shall meet Level II Reporting consisting of sample analysis results, analytical methods, detection limits, quality control results and chain(s) of custody. The Vendor shall provide a Level IV Report upon request for abnormal detections.

The Vendor shall provide the final laboratory analysis reports to LDH-OPH SDWP per the following:

1. Submission of all final analytical results via the EPA’s Compliance Monitoring Data Portal (CMDP); and
2. Access to the signed final laboratory reports and CSV files via online document retrieval system or alternate electronic transmission method acceptable to LDH-OPH SDWP.

The Vendor shall report any sample rejections within **48 hours** to the LDH-OPH SDWP via email to ChemSafe.Water@LA.GOV. The reason for rejection shall be provided in writing on the chain of custody or laboratory report. The Vendor shall notify LDH-OPH SDWP **10 business days** prior to exceeding sample hold times due to instrumentation or method issues.

The Vendor shall investigate all QA/QC issues including, but not limited to, recurring QA/QC issues that may invalidate the sample results. The Vendor shall report to LDH-OPH SDWP the findings of the investigation and corrective action(s) taken to resolve the QA/QC issues.

For EPA Method 552.3, vendor shall notify LDH-OPH SDWP within **24 hours** when results from the two chromatographic columns differ more than 40% and are exceeding the MCL. The Vendor shall conduct an investigation to determine cause of column discrepancy. After consultation with LDH/OPH SDWP, the Vendor may be required to run a GC/MS confirmation on the sample.

The following conditions, unless otherwise stated in the bid document, will apply to all orders:

- Pricing for all line items must include sampling containers and reagents, shipment of sampling containers and reagents to LDH-OPH, the analysis of the sample, and the return of ice chests to LDH-OPH.

- Invoices must reference the State's contract number, the facility Public Water System (PWS) name and PWS ID number and reflect the quantity billed by line number on the pricing sheet.
- Analysis must be complete prior to an invoice being issued. The State of Louisiana will not process an invoice that contains an incomplete project.
- Bills of lading, packing slips, and/or other related shipping papers must reference the State's contract 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 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.
- The Contractor warrants that the goods or services 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 services and that the Contractor will bear the cost of resampling the rejected goods or services.
- All rejected goods or services will be held at the Contractor's risk and expense, subject to the Contractor's prompt advice as to disposition. The State is not responsible for payment for containers or analysis of collected samples that are rejected due to the Contractor's error including, but not limited to, not following the sampling, packaging, or shipping procedures contained in the attachments.
- Sampling procedures and laboratories are subject to change at the sole discretion of the State.
- The Contractor will, at its expense, defend the State against any claim that any goods or services 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.
- Pricing must remain the same throughout the duration of the contract. The State of Louisiana will not agree to inflationary or other increases in unit prices.

PAYMENT TERMS:

Invoices shall be submitted monthly by the Contractor in the arrears for services provided in the prior calendar month or partial calendar month during the term and shall be accompanied by copies of log sheets, bills of lading, packing slips etc. evidencing the completion of the deliverables outlined in the specifications. Invoices and supporting documentation shall be due and received by LDH-OPH on the 15th day following the close of each calendar month or partial month as the case may be. Payment shall be remitted on a net 30 days basis measured from the timely submitted and properly documented invoice. Any deviation from the foregoing may result in delays in payment.