



This contract is for the analysis of drinking water for cyanotoxin as specified in the federal Forth Unregulated Contaminants Monitoring Rule [UCMR4] (Federal Register Volume 81, Issue 244 [December 20, 2016]). Contractor(s) performing the analyses under this contract shall be certified by USEPA or other State Agency to analyze drinking water samples for cyanotoxin parameters outlined in this solicitation (see service description). Contractor shall provide a copy of their laboratory certification prior to award and should include it with the bid package.

Contractor shall perform the cyanotoxin analyses using approved analytical methods outlined in this solicitation. Contractor shall provide the sample bottles with any preservatives based on analytical method requirements. Final analytical results shall be provided to the LDH Safe Drinking Water Program (SDWP) as stipulated in this solicitation. The estimated quantity for each line item in this solicitation is 1,200 samples in Fiscal Year 2024, July 1, 2023-June 30, 2024.

Line	Service Description - Parameters	Approved Method
1	Total Microcystin	EPA 546 (ELISA)
2	Microcystin Speciation- Including all of the following: <ul style="list-style-type: none"> • Microcystin-LA • Microcystin-LF • Microcystin-LR • Microcystin-LY • Microcystin-RR • Microcystin-YR 	EPA 544 or L231
3	Anatoxin-a and Cylindrospermopsin	EPA 545

Contractor is not responsible for collecting the water samples. **Contractor shall provide the sample bottles with any preservatives based on analytical method requirements.** LDH-SDWP (or designee) are responsible for the sample collection, packaging, and shipping to the laboratory. The samples will be shipped overnight directly to the laboratory for receipt Monday through Friday. Contractor is responsible for returning/shipping all sample coolers received for this contract to the originator within seven (7) days of receipt. Contractor is responsible for all shipping costs associated with the return shipment of sample coolers to LDH-SDWP (or designee). Contractor must ship FOB Destination.

Contractor is responsible for the analysis of drinking water samples collected from public water systems throughout the State of Louisiana. Sample collection can occur every week, except those weeks with extended holidays. Cyanotoxin sampling is prescribed when a severe harmful algal bloom (HAB) is identified in the source water (bayous/lakes) of the public water system. HABs typically occur during the warm water months. Follow-up/confirmation samples are required when detections exceed a detected level. Follow-up/confirmation includes all parameters/methods listed in this solicitation.

Contractor shall perform and report all analyses with a reporting limit that is less than or equal to the EPA's minimum reporting level (MDL) per UCMR4 or approved by LDH.

Contractor shall initiate analysis within the sample hold time but no later than **three (3) business days** from sample receipt. Contractor shall provide final analytical reports to LDH-SDWP via email to ChemSafe.Water@LA.GOV within **ten (10) business days** from receipt of samples. Contractor shall report any final analytical result that is above the MDL for the parameter 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 verified and QA/QC is complete).

At a minimum, Contractor's final analytical reports shall meet Level II Reporting consisting of sample analysis results, analytical methods, detection limits, quality control results and chain(s) of custody.



Contractor shall report any sample rejections within **48 hours** to the LDH-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 following conditions, unless otherwise stated, will apply to all orders:

- Payment to Contractors - payment for goods and/or services purchased by the state will only be made in accordance with the following conditions:
- Invoices shall reference the state's purchase order number and reflect the quantity billed by purchase order line number.
- Bills of lading, packing slips, and/or other related shipping papers shall 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 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.
- This contract shall be effective for the period beginning July 1, 2023, or date of award, whichever is later, and ending June 30, 2024.