**Attachment B – Specifications**

**Drinking Water Samp.-Bacteriol**

**Louisiana Department of Health, Office of Public Health (LDH/OPH)**

**RFx #3000024507**

This solicitation is to establish an Agency Term contract for the collection of monthly routine compliance samples (for total coliform/*E. coli*) and chlorine residual measurement at Public Water Systems for the Louisiana Department of Health, Office of Public Health (LDH/OPH) Safe Drinking Water Program (SDWP). LDH/OPH is seeking a Vendor that will collect water samples and measure chlorine residual at designated sampling sites within Public Water Systems (PWS) in the LDH/OPH Region 2 Parishes (Ascension, East Baton Rouge, East Feliciana, Iberville, Pointe Coupee, West Baton Rouge, and West Feliciana). The Vendor will collect water samples at each PWS on a set schedule (Week 1, Week 2, Week 3, Week 4) each month, and deliver the samples to the LDH/OPH Laboratory in Baton Rouge, LA (or Amite, LA), or to an approved sample depot as designated by LDH/OPH, where state courier transports the samples to the LDH/OPH Laboratory. The approximate total number of samples per month is 287 (Ascension: 54, East Baton Rouge: 63, East Feliciana: 31, Iberville: 43, Pointe Coupee: 38, West Baton Rouge: 37, and West Feliciana: 21). Routine samples can only be submitted to the LDH/OPH Laboratory on Monday through Wednesday by 2:30 P.M. (CST).

The Vendor shall be trained and complete an Initial Demonstration of Capability (IDC) in the collection of water samples and measurement of chlorine residual concentration per LDH/OPH requirements and sampling procedures as described in **Attachment D – Procedure for Residual Measurement** for each sample collector before collecting water samples under the contract. The Vendor shall conduct and complete an IDC every 12 months for each sample collector and submit IDC records to LDH/OPH each year. The Vendor is responsible for purchasing and using an LDH/OPH-approved chlorine meter (DPD Colorimeter) and appropriate test reagents for the chlorine residual determination. The Vendor shall maintain/use appropriate reagents (not expired) for the chlorine residual determination. The Vendor shall validate the chlorine meter using standards on a weekly basis per LDH/OPH requirements, and maintain and submit a record of the weekly validation results each month with the invoice.

The Vendor shall collect water samples for total coliform/*E. coli* samples per the LDH/OPH’s Procedure for the Collection of Bacteriological Samples, **Attachment C – Procedure for the Collection of Bacteriological Samples.** The Vendor shall coordinate with LDH/OPH and shall collect water samples from LDH/OPH-approved predetermined sampling locations in the PWS’s distribution system. The Vendor shall collect the water samples from the sample location specified on the chain-of-custody (COC) in the sample container labeled with the same sample location and record the time of collection on the COC. On the same day samples are collected, the Vendor shall properly handle/store samples in ice chests with ice blocks (no wet ice) and deliver to an LDH/OPH-approved sample depot or the designated LDH/OPH Laboratory. LDH/OPH shall provide the number of samples needed per water system and coordinate with the Vendor on sample collection schedule. LDH/OPH will provide the sample containers/bottles and ice chests/racks for sample transport.

The Vendor shall measure the chlorine residual using an LDH/OPH-approved validated meter per LDH/OPH’s Procedure for Residual Measurement **Attachment D – Procedure for Residual Measurement** from each sampling location at the time of water sample collection and record the chlorine level on the COC.

The Vendor shall complete the COC per LDH/OPH instructions **Attachment D – Procedure for Residual Measurement**, sign the COC for each sample event one COC per PWS, and send the original signed COC to the laboratory with the samples. The Vendor shall provide a copy of the signed COC to the LDH/OPH SDWP contact (via email) by 7:00 A.M. (CT) on the day following the sample event.

The Vendor is responsible for all travel costs associated with the delivery of samples to the LDH/OPH Laboratory in Baton Rouge (or Amite, LA) or to the approved sample depot. The Vendor may deliver and drop off water samples at sample depots in Ascension, Iberville, and Point Coupee Parish on the day of collection as long as the samples arrive at the Laboratory within the holding time (i.e., within 30 hours of sample collection time). LDH/OPH will provide sample truck pickup/depot locations and times.

The Vendor shall have prior experience with environmental water sampling. Experience in sampling at public water systems is preferred. The Vendor should provide written documentation of prior sampling experience and one reference from a previous client with the bid response or within 5 business days upon request by the Office of State Procurement (OSP).

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

Payment to the Contractor - payment for goods and/or services purchased by the State will only be made in accordance with the following conditions:

1. Invoices must reference the State's contract number, the Public Water System (PWS) name, and reflect the quantity billed by purchase order line number. Invoice quantity is based on the number of samples collected at each PWS.
2. Bills of lading, packing slips, and/or other related shipping papers must reference the State's contract and purchase order number and reflect the quantity shipped by purchase order line number.
3. 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 the purchase order will be returned or held subject to the Shipper's order, expense, and risk.
4. The Contractor warrants that the goods or services to be furnished hereunder will be in full conformity with the specifications, drawings, and sample procedures, 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 due to the Contractor’s negligence (e.g., under filling a sample container and/or delivering a sample after the 30 hour hold period has expired).
5. 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. Unless otherwise arranged, all rejected goods or services will be redone at the Contractor's expense.
6. 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.

**SPECIAL 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 all chain-of-custody (COCs) evidencing the completion of the deliverables outlined in the specifications. Invoices and supporting documentation shall be due and received by LDH/OPH on the 10th 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.