

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ADDRESS ALL CORRESPONDENCE TO: P.O. BOX 1460 ALHAMBRA, CALIFORNIA 91802-1460

March 1, 2023

IN REPLY PLEASE
REFER TO FILE: BRC-1

REQUEST FOR STATEMENT OF QUALIFICATIONS - ADDENDUM 2 ON-CALL ENVIRONMENTAL LABORATORY SERVICES PROGRAMS (BRC0000281)

Please note that the Request for Statement of Qualifications for On-Call Environmental Laboratory Services Programs (BRC0000281) will be reopened on <u>Wednesday, March 1, 2023</u>, for the following Service Contract Groups:

Group A: Stormwater

Group C: Industrial/Hazardous Substances/Waste

Important Note: Those proposers who submitted a statement of qualifications for **Group B, Drinking Water**, may still submit a statement of qualifications for **Group A, Stormwater** or/and **Group C, Industrial/Hazardous Substances/Waste** as the solicitation for these two groups are now reopened.

There will be no proposers' conference held for this solicitation. The deadline to submit written questions for a response is <u>Tuesday</u>, <u>March 7</u>, <u>2023</u>, <u>by or before 5:30 p.m.</u>

Please direct your questions to Ms. Amber Albert at (626) 458-4199 or <u>aalbert@pw.lacounty.gov</u>, or Mr. Danny Medina at (626) 458-4080 or <u>dmedina@pw.lacounty.gov</u>.

The deadline to submit Statement of Qualifications (SOQs) is Wednesday, March 29, 2023, at 5:30 p.m.

All addenda and informational updates will be posted at http://pw.lacounty.gov/brcd/servicecontracts. Please check the website frequently for any changes to this solicitation.

Please take note of the following revisions to the Request for Statement of Qualifications (RFSQ).

A. ADDENDUM

1. Form PW-2.A, Schedule of Prices for On-Call Environmental Laboratory Services Program (BRC0000281) Group A: Stormwater, is deleted in its entirety and replaced with a revised form entitled Form PW-2.A.1, Schedule of Prices for On-Call Environmental Laboratory Services Program (BRC0000281) Group A: Stormwater.

Proposers must use the revised Form PW-2.A.1, Schedule of Prices for On-Call Environmental Laboratory Services Program (BRC0000281) Group A: Stormwater, attached hereto as Enclosure A, when submitting their statement of qualifications. Statement of qualifications submitted with the old Form PW-2.A may be rejected as nonresponsive.

2. Exhibit A.1, Scope of Work for On-Call Environmental Laboratory Services Program (BRC0000281) Group A: Stormwater, is deleted in its entirety and replaced with a revised Exhibit A.1.1, Scope of Work for On-Call Environmental Laboratory Services Program (BRC0000281) Group A: Stormwater.

Please review the revised Exhibit A.1.1, Scope of Work for On-Call Environmental Laboratory Services Program (BRC0000281) Group A: Stormwater, attached hereto as Enclosure B, when submitting your statement of qualifications.

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We encourage you to follow us on Twitter @<u>LACoPublicWorks</u> for information on Public Works and instant updates on contracting opportunities and solicitations.

Very truly yours,

MARK PESTRELLA, PE Director of Public Works

for JOSE QUEVEDO Assistant Deputy Director

Business Relations and Contracts Division

SCHEDULE OF PRICES FOR ON-CALL ENVIRONMENTAL LABORATORY SERVICES PROGRAM (BRC0000281) GROUP A: STORMWATER

The undersigned Proposer offers to perform the work described in the Request for Statement of Qualification (RFSQ) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, sample containers, supplies, and laboratory consultation unless stated otherwise in the RFSQ. It is understood that these prices should not be exceeded for any given projects executed under this agreement. Only if the constituent, analytical method and/or reporting criteria requested by the Public Works' project manager not listed on this Schedule of Prices will be paid at the company's current published prices.

By submission of this Statement of Qualification, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

A. <u>TESTS</u>

No.	Constituents	Preferred Method	Method Detection Limit (MDL)	Units	Proposed Analytical Method	Proposed MDL	Cost per Sample	Check box if performed by Subcontractor	
	Metal								
1.	Dissolved Aluminum	EPA200.8	87	ug/L					
2.	Total Aluminum	EPA200.8	87	ug/L					
3.	Dissolved Antimony	EPA200.8	0.50	ug/L					
4.	Total Antimony	EPA200.8	0.50	ug/L					
5.	Dissolved Arsenic	EPA200.8	1	ug/L					
6.	Total Arsenic	EPA200.8	1	ug/L					
7.	Dissolved Beryllium	EPA200.8	0.50	ug/L					
8.	Total Beryllium	EPA200.8	0.50	ug/L					
9.	Dissolved Cadmium	EPA200.8	0.25	ug/L					
10.	Total Cadmium	EPA200.8	0.25	ug/L					
11.	Dissolved Chromium	EPA200.8	0.50	ug/L					
12.	Total Chromium	EPA200.8	0.50	ug/L					
13.	Dissolved Chromium (Hexavalent)	EPA218.6	2	ug/L					

14.	Total Chromium (Hexavalent)	EPA218.6	2	ug/L				
No.	Constituents	Preferred Method	Method Detection Limit (MDL)	Units	Proposed Analytical Method	Proposed MDL	Cost per Sample	Check box if performed by Subcontractor
15.	Dissolved Copper	EPA200.8	0.50	ug/L				
16.	Total Copper	EPA200.8	0.50	ug/L				
17.	Dissolved Iron	EPA200.7	100	ug/L				
18.	Total Iron	EPA200.7	100	ug/L				
19.	Dissolved Lead	EPA200.8	0.50	ug/L				
20.	Total Lead	EPA200.8	0.50	ug/L				
21.	Dissolved Mercury	EPA245.1	0.04	ug/L				
22.	Total Mercury	EPA245.1	0.04	ug/L				
23.	Dissolved Nickel	EPA200.8	1	ug/L				
24.	Total Nickel	EPA200.8	1	ug/L				
25.	Dissolved Selenium	EPA200.8	1	ug/L				
26.	Total Selenium	EPA200.8	1	ug/L				
27.	Dissolved Silver	EPA200.8	0.25	ug/L				
28.	Total Silver	EPA200.8	0.25	ug/L				
29.	Dissolved Thallium	EPA200.8	0.24	ug/L				
30.	Total Thallium	EPA200.8	0.24	ug/L				
31.	Dissolved Zinc	EPA200.8	1	ug/L				
32.	Total Zinc	EPA200.8	1	ug/L				
				TOTAL PR	ICE FOR METAL	ITEMS 1-32:	\$	
				Bacteria				
33.	Total Coliform	SM9221B	N/A	MPN/ 100mL				
34.	Fecal Coliform	SM9221E	N/A	MPN/ 100mL				
35.	E. Coli	SM9221F/ 9223B	N/A	MPN/ 100mL				
36.	Enterococcus	SM9230B/ 9230C	N/A	MPN/ 100mL				

		\$						
No.	Constituents	Preferred Method	Method Detection Limit (MDL)	Units	Proposed Analytical Method	Proposed MDL	Cost per Sample	Check box if performed by Subcontractor
			Conve	entional Pol	lutants			
37.	Oil and Grease	EPA1664A	5	mg/L				
38.	Total Phenols	EPA624.1	0.1	mg/L				
39.	Cyanide	EPA335.4	0.005	mg/L				
40.	рН	SM4500H+ B	0-14	Units				
41.	Temperature	NA	NA	NA				
42.	Dissolved Oxygen	SM2580B	NA	mg/L				
		TOTAL PRIC	E FOR CON	VENTIONAL	L POLLUTANTS I	ΓEMS 37-42:	\$	
				General				
43.	Turbidity	EPA180.1	0.1	NTU				
44.	Total Petroleum Hydrocarbon	EPA1664A	5	mg/L				
45.	Chloride	EPA300.0	2	mg/L				
46.	Fluoride	EPA300.0	0.10	mg/L				
47.	Perchlorate	EPA314.0	0.006	mg/L				
48.	Alkalinity	SM2320B	2	mg/L				
49.	Total Hardness	EPA200.7	2	mg/L				
50.	Specific Conductance	EPA120.1	1	umho/cm				
51.	Chemical Oxygen Demand	SM5220D	20	mg/L				
52.	Total Dissolved Solids	SM2540E	2	mg/L				
53.	Total Suspended Solids	SM2540D	2	mg/L				
54.	Suspended Sediment Concentration	ASTM D3977-97	5	mg/L				

55.	MBAS	SM5540C	0.50	mg/L				
No.	Constituents	Preferred Method	Method Detection Limit (MDL)	Units	Proposed Analytical Method	Proposed MDL	Cost per Sample	Check box if performed by Subcontractor
56.	Total Organic Carbon	SM5310B	1	mg/L				
57.	Dissolved Organic Carbon	SM5310B	0.2	mg/L				
58.	Biochemical Oxygen Demand	SM5210B	2	mg/L				
59.	Total Phosphorus	EPA365.3	0.05	mg/L				
60.	Total Ammonia-Nitrogen	ASTMD14 26-08A	0.10	mg/L				
61.	Orthophosphate as P (Dissolved)	EPA365.3	0.05	mg/L				
62.	Nitrate + Nitrite	SM4500- NO3-E	0.10	mg/L				
63.	Total Kjeldahl Nitrogen	EPA351.2	0.10	mg/L				
64.	Total Nitrogen	Calculation	N/A	mg/L				
65.	Phosphate (as PO4)2	EPA200.7	0.05	mg/L				
66.	Nitrate-NO3	EPA300.0	0.10	mg/L				
67.	Nitrite-NO2	EPA300.0	0.10	mg/L				
			TO	TAL PRICE	FOR GENERAL I	TEMS 43-67:	\$	
		Se	emi Volatile C	Organic Cor	mpounds (Acid)			
68.	2-Chlorophenol	EPA625.1	1	ug/L				
69.	4-Chloro-3-Methylphenol	EPA625.1	1	ug/L				
70.	2,4-Dichlorophenol	EPA625.1	1	ug/L				
71.	2,4-Dimethylphenol	EPA625.1	2	ug/L				
72.	2,4-Dinitrophenol	8270C	4	ug/L				
73.	2-Nitrophenol	EPA625.1	10	ug/L				
74.	4-Nitrophenol	8270C	5	ug/L				
75.	Pentachlorophenol	8270C	1	ug/L				
76.	Phenol	EPA625.1	1	ug/L				
77.	2,4,6-Trichlophenol	EPA625.1	1	ug/L				

	TOTAL PRICE FOR SEM	I VOLATILE (ORGANIC CO	MPOUNDS	(ACID) ITEMS 68	3-77:	\$	
No.	Constituents	Preferred Method	Method Detection Limit (MDL)	Units	Proposed Analytical Method	Proposed MDL	Cost per Sample	Check box if performed by Subcontractor
•		Semi \	/olatile Orga	nic Compo	unds- Base/ Neut	tral		
78.	Acenaphthene	EPA625.1	1	ug/L				
79.	Acenaphthylene	EPA625.1	1	ug/L				
80.	Anthracene	EPA625.1	1	ug/L				
81.	Benzidine	EPA625.1	5	ug/L				
82.	1,2 Benzanthracene	EPA625.1	1	ug/L				
83.	Benzo(a)pyrene	EPA625.1	1	ug/L				
84.	Benzo (g,h,i) perylene	EPA625.1	2	ug/L				
85.	3,4 Benzofluoranthene (Benzo (b) fluoranthene)	EPA625.1	1	ug/L				
86.	Benzo(k)fluoranthene	EPA625.1	1	ug/L				
87.	Bis(2-Chloroethoxy) methane	EPA625.1	4.4	ug/L				
88.	Bis(2-Chloroisopropyl) ether	EPA625.1	2	ug/L				
89.	Bis(2-Chloroethyl) ether	EPA625.1	1	ug/L				
90.	Bis(2-Ethylhexl) phthalate	EPA625.1	5	ug/L				
91.	4-Bromophenyl phenyl ether	EPA625.1	5	ug/L				
92.	Butyl benzyl phthalate	EPA625.1	1	ug/L				
93.	2-Chloronaphthalene	EPA625.1	7.5	ug/L				
94.	2-Chloroethyl vinyl ether	EPA625.1	1	ug/L				
95.	4-Chlorophenyl phenyl ether	EPA625.1	5	ug/L				
96.	Chrysene	EPA625.1	1	ug/L				
97.	Dibenzo(a,h)anthracene	EPA625.1	0.10	ug/L				
98.	1,3-Dichlorobenzene	EPA625.1	1	ug/L				
99.	1,4-Dichlorobenzene	EPA625.1	1	ug/L				
100.	1,2-Dichlorobenzene	EPA625.1	1	ug/L				
101.	3,3-Dichlorobenzidine	EPA625.1	5	ug/L				

102.	Diethyl phthalate	EPA625.1	2	ug/L				
103.	Dimethyl phthalate	EPA625.1	2	ug/L				
104.	di-n-Butyl phthalate	EPA625.1	3	ug/L				
No.	Constituents	Preferred Method	Method Detection Limit (MDL)	Units	Proposed Analytical Method	Proposed MDL	Cost per Sample	Check box if performed by Subcontractor
105.	2,4-Dinitrotoluene	EPA625.1	1	ug/L				
106.	2,6-Dinitrotoluene	EPA625.1	5	ug/L				
107.	4,6 Dinitro-2-methylphenol	EPA625.1	5	ug/L				
108.	1,2-Diphenylhydrazine	EPA625.1	1	ug/L				
109.	di-n-Octyl phthalate	EPA625.1	3	ug/L				
110.	Fluoranthene	EPA625.1	0.05	ug/L				
111.	Fluorene	EPA625.1	0.1	ug/L				
112.	Hexachlorobenzene	EPA625.1	1	ug/L				
113.	Hexachlorobutadiene	EPA625.1	1	ug/L				
114.	Hexachloro-cyclopentadiene	EPA625.1	1	ug/L				
115.	Hexachloroethane	EPA625.1	1	ug/L				
116.	Indeno(1,2,3-cd) pyrene	EPA625.1	0.05	ug/L				
117.	Isophorone	EPA625.1	1	ug/L				
118.	Naphthalene	EPA625.1	0.2	ug/L				
119.	Nitrobenzene	EPA625.1	1	ug/L				
120.	N-Nitroso-dimethyl amine	EPA625.1	1	ug/L				
121.	N-Nitroso-diphenyl amine	EPA625.1	1	ug/L				
122.	N-Nitroso-di-n-propyl amine	EPA625.1	1	ug/L				
123.	Phenanthrene	EPA625.1	0.05	ug/L				
124.	Pyrene	EPA625.1	0.05	ug/L				
125.	1,2,4-Trichlorobenzene	EPA625.1	1	ug/L				
	TOTAL PRICE FOR SEMI VO	\$						
126.	Aldrin	EPA608.3	0.005	ug/L				

127.	alpha-BHC	EPA608.3	0.01	ug/L				
128.	beta-BHC	EPA608.3	0.005	ug/L				
129.	delta-BHC	EPA608.3	0.005	ug/L				
130.	gamma-BHC (lindane)	EPA608.3	0.01	ug/L				
No.	Constituents	Preferred Method	Method Detection Limit (MDL)	Units	Proposed Analytical Method	Proposed MDL	Cost per Sample	Check box if performed by Subcontractor
131.	alpha-chlordane	EPA608.3	0.025	ug/L				
132.	gamma-chlordane	EPA608.3	0.025	ug/L				
133.	4,4'-DDD	EPA608.3	0.025	ug/L				
134.	4,4'-DDE	EPA608.3	0.025	ug/L				
135.	4,4'-DDT	EPA608.3	0.005	ug/L				
136.	Dieldrin	EPA608.3	0.005	ug/L				
137.	alpha-Endosulfan	EPA608.3	0.02	ug/L				
138.	beta-Endosulfan	EPA608.3	0.01	ug/L				
139.	Endosulfan sulfate	EPA608.3	0.01	ug/L				
140.	Endrin	EPA608.3	0.005	ug/L				
141.	Endrin aldehyde	EPA608.3	0.01	ug/L				
142.	Heptachlor	EPA608.3	0.01	ug/L				
143.	Heptachlor Epoxide	EPA608.3	0.01	ug/L				
144.	Toxaphene	EPA608.3	0.5	ug/L				
		TOTAL PRI	CE FOR CHL	ORINATED	PESTICIDES ITE	MS 126-144:	\$	
			Polych	Iorinated Bi	phenyls			
145.	Congeners (209 Congeners)	Varies	20	pg/L				
		TOTAL PRI	CE FOR POL	YCHLORIN	IATED BIPHENYL	.S ITEM 145:	\$	
			A	quatic Toxic	city			
146.	Pimephales promelas	EPA821R0 2013	NA	NA				
147.	Ceriodaphnia dubia	EPA821R0 2013	NA	NA				

148.	Hyalella azteca	EPA821R0 2013	NA	NA						
149.	Chironomus dilutus	EPA821R0 2013	NA	NA						
		TO	TAL PRICE F	OR AQUA	TIC TOXICITY ITE	MS 146-149:	\$			
No.	Constituents	Preferred Method	Method Detection Limit (MDL)	Units	Proposed Analytical Method	Proposed MDL	Cost per Sample	Check box if performed by Subcontractor		
	Organophosphate Pesticides									
150.	Atrazine	EPA525.2	1	ug/L						
151.	Chlorpyrifos	EPA625.1 M	0.01	ug/L						
152.	Cyanazine	EPA525.2	2	ug/L						
153.	Diazinon	EPA625.1 M	0.01	ug/L						
154.	Malathion	EPA625.1 M	0.1	ug/L						
155.	Prometryn	EPA525.2	2	ug/L						
156.	Simazine	EPA525.2	2	ug/L						
	тот	AL PRICE FOR	ORGANOPI	HOSPHATE	PESTICIDES ITE	MS 150-156:	\$			
				Herbicides	5					
157.	2,4-D	EPA515.4	10	ug/L						
158.	Glyphosate	EPA547	5	ug/L						
159.	Dacthal (DCPA)	EPA515.4	0.1	ug/L						
160.	2,4,5-TP (SILVEX)	EPA515.4	0.5	ug/L						
		\$								
	Pyrethroids									
161.	Bifenthrin	EPA8270M	0.002	ug/L						
162.	Cyfluthrin	EPA8270M	0.002	ug/L						
163.	Cypermethrin	EPA8270M	0.002	ug/L						

ENCLOSURE A FORM PW-2.A.1

164.	Esfenvalerate	EPA8270M	0.002	ug/L						
165.	Lambda-cyhalothrin	EPA8270M	0.002	ug/L						
166.	Permethrin	EPA8270M	0.005	ug/L						
		\$								
No.	Constituents	Preferred Method	Method Detection Limit (MDL)	Units	Proposed Analytical Method	Proposed MDL	Cost per Sample	Check box if performed by Subcontractor		
	Fipronil and its degradants									
167.	Fipronil	EPA8270M	0.002	ug/L						
168.	Fipronil Sulfide	EPA8270M	0.002	ug/L						
169.	Fipronil Sulfone	EPA8270M	0.002	ug/L						
170.	Fipronil Desulfinyl	EPA8270M	0.002	ug/L						
	тот	AL PRICE FO	R FIPRONIL	AND ITS D	EGRADANTS ITE	MS 167-170:	\$			
			N	eonicotino	ids					
171.	Imidacloprid	EPA538	0.5	ug/L						
		\$								
	TOTAL P	\$								

1. After hours/ weekend (Staff labor surcharge)	\$	per hour	
TOTAL PRICE FOR ITEM B. S	SAMPLE RECEIV	ING AND PROCESS: \$	

Sample Receiving and Process:

B.

C.	Courier Fees (samples pick up at monitoring site)			
	 Courier fees during standard business hours (Monday through Friday, 8 am to 5 pm) 	\$	per t	rip
	 After hours Courier fees (After hours, or Weekends) 	\$	per trip	
		TOTAL PRICE FOR IT	EM C. COURIER FEES:	\$
D.	Equipment Cleaning (e.g. composite bottle provided	by LACPW)		
	Staff labor surcharge	\$	per h	our
	TOTAL	. PRICE FOR ITEM D. I	QUIPMENT CLEANING	S: \$
E.	Reporting Format and Quality Assurance and Qualit	y Control Documentation	n (QA/QC)	
	Electronic Data Deliverable (EDD) Output in	California Environment	al Data Exchange Netwo	ork (CEDEN) format
	Cost per Report	\$	per re	eport
	TOTAL PRICE FOR ITEM E. REPORTING I	FORMAT AND QUALIT	Y ASSURANCE AND C	DUALITY CONTROL DOCUMENTATION:
	TOTAL TRIOL TORTILIN LITTLE ORTING	ONIIAI AND GOALI	T AGGGRANGE AND G	\$
	TOTAL PROP	OSED PRICE FOR ITE	MS A THROUGH E:	\$
Labo	oratory charges for Rush Turnaround Time (when applic	cable)		
	24-hour turnaround time:	Surcharge rate Surcharge rate Surcharge rate	% % %	

Page 10 of 11

72-hour turnaround time:	Surcharge rate	%
5- day turnaround time:	Surcharge rate	%

Any testing not quoted on this Form PW-2, Schedule of Prices, shall be billed not exceeding the Contractor's published rate list. The Contractor shall provide the Contract Manager its published rate list and the subcontractor published rate list (if applicable) at the time of statement of qualification submission.

Legal Name of Proposer		
LEGAL NAME OF I NOFOSEK		
Proposer's Address:		
EMAIL		
PHONE	Mobile	DATE
THORE	MODILE	

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SCOPE OF WORK

ON-CALL ENVIRONMENTAL LABORATORY SERVICES PROGRAMS (BRC0000281) GROUP A: STORMWATER

A. Public Works Contract Manager

Public Works Contract Manager (CM) for Group A: Stormwater will be Dr. Melissa Turcotte of our Stormwater Quality Division – Environmental Planning Section, who may be contacted at (626) 458-7173 or at mturcotte@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m. The CM, or her designees, are the only person authorized by Public Works to request work of the Contractor. The Contractor will be notified in writing when there is a change in the CM.

B. Work Location

All job sites and projects are located within the boundaries of Los Angeles County in order to minimize transfer and handling of samples to maintain sample integrity. The County may request that the Contractor provides a sample courier service from County work locations to the laboratory.

C. Request of Work from Contractor

The County may request contracted service from the Contractor on an on-call and intermittent basis. The County reserves the right to determine if any work is or will be needed and/or requested under this Contract at the County's sole and absolute discretion. The Contractor waives all claims against the County for damages or loss of any nature resulting from the County's failure to use the Contractor's services including, but not limited to, lost profit.

D. Contract Cost

All services required in this Exhibit A, Scope of Work, must be included in the price quoted by the Contractor in Form PW-2.A, Schedule of Prices, unless stated otherwise in the Contract. Form PW-2.A, Schedule of Prices, shall include all services and the corresponding cost required for all Contract work to be performed as described in this Exhibit A.1, Scope of Work, unless stated otherwise in the Contract. Any services used to perform the work for which a unit cost is not listed in Form PW-2.A, Schedule of Prices, shall be billed according to the Contractor's published rate list. The Contractor shall provide the CM the published rate list at the time of proposal submission and annually thereafter at the time of Contract renewal, indicating hourly and/or daily unit rates not quoted in Form PW-2.A, Schedule of Prices, for equipment, tools, and materials

E. Work Description

1. Laboratory Services

The Contractor shall provide analytical laboratory services in, but are not limited to, surface water, urban runoff/stormwater, soil, tissue, and other matrices/substances. Work to be performed under this Contract shall include laboratory analytical testing services in accordance with Title 22 of the California Code of Regulations, the Safe Drinking Water Act, the Clean Water Act, 40 Code of Federal Regulations (CFR), and any additional permits and regulations referenced herein.

All chemical, bacteriological, and toxicity analyses as described in Part A, Test, of Form PW-2.A, Schedule of Prices, shall be conducted at the Contractor's and/or approved sub-contractor's laboratories that meet the following requirements:

- Contractor and/or approved sub-contractor laboratory is/are certified for such analyses by all appropriate governmental regulatory agencies, including but not limited to Environmental Laboratory Accreditation Program (ELAP).
- Contractor and/or approved sub-contractor laboratory has/have participated in or are willing to participate in future "Intercalibration Studies" for storm water pollutant analysis conducted by the Stormwater Monitoring Coalition (SMC).¹

¹The 'Intercalibration Studies' are conducted periodically by the SMC to establish a consensus-based approach for achieving minimal levels of comparability among different testing laboratories for storm water samples to minimize analytical procedure bias. Stormwater Monitoring Coalition Laboratory Document, Technical Report 420 (2004) and subsequent revisions and augmentations.

2. Sample Containers and Cleaning

The Contractor shall provide appropriate sample containers for the requested analytical methods within five (5) business days of the notification from the County. All sampling containers shall be labeled with a waterproof label indicating the type of analysis intended for the container and type of preservative if present. The Contractor shall notify the CM immediately if the sample containers will not be prepared on time, as to establish a feasible schedule. The County will pick up sample containers, supplies, or equipment from the Contractor.

The Contractor shall provide a service to clean composite jars dropped off by the County. The Contractor shall have the containers and equipment available within the schedule as requested by the CM.

3. <u>Sample Receipt</u>

The CM will schedule the sample drop off with the Contractor. The County will deliver collected samples to the Contractor's laboratory. Sample integrity is maintained by following the chain of custody (COC) protocol. A copy of the signed COC shall be provided to the County. The Contractor shall immediately notify the CM if the protocol is broken (i.e., outside of acceptable receipt sample temperature and holding time). The Contractor is responsible for ensuring the samples are received by subcontractor(s) within the analysis holding time.

The Contractor shall provide a sample courier service between the County's jobsite and the laboratory upon the CM's request. The sample pick up location will be determined by the County.

4. Turnaround Time

The required turnaround time is defined as the interval of time between when a sample is received by the Contractor and when the results are reported to the County. The standard turnaround time for this contract is 10 business days. The CM may request for a rush turnaround time on anasneeded bases. The Contractor shall meet the rush turnaround time surcharge rates as stated in Form PW-2.A, Schedule of Prices. In the event the Contractor fails to meet the required turnaround times, the County reserves the right to withhold payment and shall deduct from any payment due the Contractor an amount equal to the costs of any fines/penalties imposed by state and/or federal regulatory agencies or may impose Liquidated Damages as provided in Paragraph O.

F. Assignment of Work

Once a need for work is identified, the County will assign the work to a Contractor based on the Contractor's ranking and established availability. The CM will offer work to all Contractors on a rotating sequence, beginning with the highest rated Contractor. One call will be made and the Contractor will have 24 hours to respond. In the event there is no answer or the Contractor selected is not available or cannot perform the work within the County time frame, the CM will then offer the work to the next Contractor in the rotation.

This process will be repeated with the remaining Contractors until a Contractor is found to be available and capable to accomplish the work. Once a Contractor has been offered an assignment, that Contractor's name is then rotated to the bottom of the rotation, whether the offer has been accepted or not. Contractors will only be contacted again for work after each remaining Contractor on the list has, in order, been given an opportunity for the next job assignment. The Contractor shall provide a cost proposal based on the work-specific scope of work provided by the CM, which will include a specific work description, a list of requested tests, and

work time schedule. The Contractor shall include a list of subcontractors and cost associated with lab analysis if appropriate.

G. Hours and Days of Service

Hours of services shall be primarily performed within 8 a.m. to 5 p.m. time period, Monday through Friday, each week, except County observed holidays, at which time the service shall be done before or after such holiday. Work hours may be altered, when necessary, with the approval of the CM. Contractor may be required to provide the laboratory services including sample receiving, analysis, and results reporting during weekends as needed at the surcharge rates listed in Part B, Sample Receiving and Process, on Form PW-2.A, Schedule of Prices.

Holidays Observed by the County of Los Angeles are:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Cesar Chavez Day
Memorial Day
Juneteenth Day
Independence Day

Labor Day Indigenous Peoples Day Veterans Day Thanksgiving Day Day after Thanksgiving Christmas Day

H. <u>Utilities</u>

The County will not provide utilities.

I. <u>Storage Facilities</u>

The County will not provide storage facilities for the Contractor.

J. Special Safety Requirements

All Contractor's staff shall be expected to observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and County safety requirements while working under this Contract.

K. Responsibilities of the Contractor

The Contractor shall:

1. Have a minimum of 5 years of experience testing wastewater and stormwater samples for constituents as listed in Form PW-2.A, Schedule of Prices. In addition, any Subcontractors used for this service shall have a minimum of 5 years of experience testing wastewater and stormwater samples for constituents as listed in Form PW-2.A, Schedule of Prices.

- 2. Have a stationary laboratory located within a 35-mile radius distance from the Los Angeles County Public Works Headquarters in Alhambra (900 South Fremont Avenue, Alhambra, CA 91803) to receive the samples. Subcontractors, if any, do not need to have an office and stationary laboratory located within Los Angeles County.
- 3. Maintain proof of active and valid accreditation by the California State Water Resources Control Board's Environmental Laboratory Accreditation Program (ELAP) for all laboratories, including subcontractors, performing the water quality testing and include the associated Accredited Fields of Testing list. Contractor or subcontractor(s) must also be certified to test for fifth Unregulated Contaminant Monitoring Rule (UCMR 5) contaminants.
- 4. Provide to the County upon request, the names of Contractor's staff (including any Subcontractor staff), their titles, professional degrees (if any), applicable certifications and/or licenses held and experience in providing services hereunder.
- 5. Assign a project manager to work with CM who will be directly responsible for the management of the work being requested under this Contract.
- 6. Provide analytical testing and related services as listed in Form PW-2.A.1, Schedule of Prices, for all routine and rush samples, according to the agreed-upon schedule and price.
- 7. Analyze all test samples using approved methodologies described in Form PW-2.A.1, Schedule of Prices. Alternate methods must be approved by the CM in writing prior to performing the test. All notes, records, and reports, including but not limited to lab reports in pdf, instrumental data, laboratory notes, and EDDs, are the property of the County and are to be considered confidential and shall not be released without express written authorization of the County. The Contractor shall maintain confidentiality of all sampling locations and familiarize itself with Exhibit B, Service Contract General Requirements, Section 13, Proprietary Considerations.
- 8. Retain records for all services performed for a period of 5 years following Contract expiration/termination, and as may be required by accreditation guidelines, including maintaining related reports.
- 9. Provide in a timely manner all sampling bottles, preservatives, and coolers necessary for the collection and handling of samples. This includes, but is not limited to, Chain of Custody (COC) forms, tamper-evident seals, labels, sample containers (with preservatives appropriate for the sample method, if needed), cleaned composite jars for automated sample collection, coolers, blue ice packs, plastic liner and storage bags, filters, deionized water, and any other equipment or supplies required for the County to

collect and preserve samples and maintain sample integrity while in transit to the laboratory.

The Contractor shall package all sample materials into organized sample kits placed in sealed coolers for County to pick up. The sample kits shall consist of sampling bottles, preservatives, and coolers necessary for County staff to collect samples and deliver them back to the Contractor for analysis. Unless the CM requests sample pickup and delivery service, the Contractor shall include repackaging instructions to the County regarding proper packaging procedures to maintain sample integrity while collecting and preparing samples for delivery back to the Contractor for analysis. Upon request, the Contractor shall provide extra stock items to the County so that the County can maintain an inventory of frequently used items. If the County discovers any problems with sample kits, such as receiving an insufficient number of coolers for repackaging samples per the sampling schedule, leaking contents, or a missed scheduled delivery, the Contractor shall immediately address and resolve the issue at no additional cost to the County.

- 10. Immediately respond to the CM's request when Rush Testing is required. The County will notify the Contractor as soon as possible to confirm the sample collection schedule and coordinate sample container pick-up and sample delivery to the laboratory. Rush samples will be clearly labeled and accompanying COC paperwork will clearly indicate the requested "Rush" turnaround time.
- 11. Ensure that all test samples are handled under properly controlled and secured conditions at all times including, but not limited to, test preparation, testing, and analysis, as required to maintain the integrity and security of the test samples to be analyzed and to achieve, or verify accurate test results. The Contractor is responsible for delivering samples to its subcontractors if needed within applicable sample holding time.
- 12. Implement and maintain current knowledge of applicable changes in laboratory requirements, including, but not limited to, testing methods, detection limits, quality assurance and quality control procedures, and reporting formats as instituted by the Environmental Protection Agency, State Water Resources Control Board, and any other Federal, State, or local regulatory agency. The Contractor shall notify the County of any updates to testing methods.
- 13. Be able to provide services during an emergency, such as a terrorist attack, natural disaster, or unsafe drinking water alert. The Contractor must provide the CM a list of 24-hour contact numbers for emergency events. The emergency contact list shall include each person's name, job title, home phone number, and cellular number.

14. Demonstrate compliance with the quality assurance/quality check (QA/QC) protocols of all laboratory analyses. Sample analysis shall be performed only by qualified laboratory staff in accordance with approved analytical methods and Contract's requirements. The Contractor shall provide immediate notification of any QA/QC failures and associated corrective actions. The Contractor shall remain solely responsible for the quality of its laboratory testing services and render such services using approved methods in accordance with generally accepted analytical and environmental laboratory practices. At the County's request, the Contractor shall provide details of its methods used, including documentation of source material, validation, and quality control for each method provided.

If repeat analysis becomes necessary due to failed QC or other failure to perform on the part of the Contractor, the Contractor shall conduct repeat analysis at no cost to the County.

- 15. Establish and maintain a comprehensive Quality Management Plan (QMP) that meets or exceeds the laboratory's accrediting body requirements to assure a consistently high level of performance throughout the term of the Contract. Examples of accrediting bodies include EPA, State Water Resources Control Board (SWRCB), the ELAP, the National Environmental Laboratory Accreditation Program (NELAP), and The NELAC Institute (TNI). A copy of the QMP shall be made available to the County upon request. The Contractor shall advise the County any time changes are made to the QMP and provide the County with the latest version.
- 16. Be able to transfer analytical results from its Laboratory Information Management System (LIMS) to an electronic data deliverables (EDDs) file in a format requested by the County. At a minimum, the Contractor must be able to generate the EDD in the California Environmental Data Exchange Network (CEDEN) format.
- 17. Produce reports including, but are not limited to, the analytical results, quality control results, quality assurance results, analytical instrument's IDs, and chain-of-custody. The CM will provide the Contractor with specific reporting requirements and the Contractor shall produce summarized results and electronic files as required by the CM.

Any errors found in the reports by the Contractor or the County shall be corrected by the Contractor and/or Sub-Contractor who shall re-submit the revised reports to the County.

- 18. Provide invoices to the CM on a deliverable basis according to the scope of work and schedule.
- 19. Ensure proper and legal disposal of all samples at no additional cost to the County when the County has elected not to assume custody or is

relinquishing custody back to the Contractor. Additionally, the Contractor shall dispose of disposable sampling equipment including but not limited to gloves, trowels, tubing and samples which were collected for physical evidence and identification purposes in relation to the County's sampling activities at no additional cost to the County and in compliance with applicable law.

L. Responsibilities of the County

- 1. The County will be responsible for collecting samples and re-packaging them for delivery back to the Contractor in accordance with packaging instructions, unless CM requested a sample courier service. The County will be responsible for maintaining the integrity and security of all samples while in the County's possession.
- 2. CM will be responsible for coordinating all sample pick-up and delivery schedules to the Contractor. The County will be responsible for inspecting the contents of sample kits for completeness and quality upon receipt. The County will be responsible for notifying the Contractor regarding any problems or issues associated with scheduled deliveries, such as leaking contents or missed deliveries.
- 3. CM will be responsible for providing the Contractor with specific reporting requirements for identified projects. Contractor Manager will be responsible for informing the Contractor with any regulatory updates related to laboratory methods or detection/reporting limits.
- 4. CM will be responsible for providing the Contractor with examples or templates of acceptable EDD formats.
- 5. CM will be responsible for reviewing and approving all Contractor charges.

M. <u>Additional Work</u>

- 1. Additional Services may be added during the Contract for services not otherwise included in the Form PW-2.A, Schedule of Prices, and shall be billed according to the Contractor's published rate list, upon written request from the CM. The Contractor shall prepare and submit a written description of the work beyond what is included in the Scope of Work with a cost estimate. No additional work shall commence without written authorization from the CM. However, when a condition threatens imminent injury to the public or damage to property, the CM may orally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within 24 hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the CM for approval. Additional work shall be approved as provided in Exhibit B Section 2.A.2. (Amendments).
- 2. All additional work/services provided herein shall commence on the

specified date established by the CM. The Contractor shall proceed diligently to complete said work within the time allotted.

N. Gratuities

- 1. Contractor is advised that it is improper for any County officer, employee, or agent to solicit consideration, in any form, from Contractor with the implication, suggestion, or statement that Contractor's provision of the consideration, or failure to provide consideration, may cause favorable or unfavorable treatment, respectively, for the Contractor relating to the amendment or extension of the Contract or the making of any determinations with respect to Contractor's performance under this Contract. A Contractor shall not offer or give, either directly or through an intermediary, such improper consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment as described herein.
- 2. A Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 3. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.
- 4. Note that Contractor's failure to adhere to this requirement could subject this Contract to termination for improper consideration under Section 3 Termination/Suspensions of Exhibit B.

O. <u>Liquidated Damages</u>

- In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against thirdparty claims.
- 2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract.

- b. The parties are both experienced in the performance of the Contract work.
- c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price.
- d. The parties are not under any compulsion to Contract.
- e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract.
- f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work.
- g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
- 3. The Contractor shall pay the County, or the County may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract or approved by the CM.
- 4. In addition to the above, the County may use Exhibit F, Performance Requirements Summary, to evaluate Contractor's performance.
- 5. Please note, should an inconsistency be determined between the Scope of Work and the Performance Requirements Summary (Exhibit F), the higher service level in the judgment of the County shall prevail.

P. Federally Funded Work

This provision will apply when federally funded or potentially federally funded work is needed by County. In accordance with Federal Executive Order 12549 and 12689 (Debarment and Suspension), individuals or entities that have been debarred by the Federal government may not receive work under this Contract as a Contractor or Subcontractor. Contractors and/or Subcontractors listed on the

governmental exclusions in the SAM are not eligible to receive federally funded work under this contract. See Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". The SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by Federal agencies as well as parties declared ineligible under statutory or regulatory authority.

For federally funded work, the Contract Manager will, before assigning work to the next Contractor in the rotation, verify that the Contractor is not listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects. For your reference, a List of Debarred Contractors by U.S. Department of Labor's (DOL) Office of Federal Contract Compliance Programs (OFCCP) may be obtained by going to the following website: https://sam.gov/content/home.

If the next Contractor in the rotation is listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, then said Contractor will not be offered the work and will be rotated to the bottom of the rotation for such projects. The Contract Manager will notify the Contractor of their negative standing in the SAM. The Project Manager will also notify the Contractor of their ineligibility to receive any federally funded work under this contract, until the Contractor is able to satisfactorily correct the issue. The Contractor shall notify the Project Manager when the Contractor has corrected their negative standing in the SAM, and the Contractor is no longer listed on the governmental exclusions in the SAM.

If the next Contractor in the rotation is **not** listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, Public Works may offer said Contractor the federally funded work. One call will be made and the eligible Contractor will have one hour to respond. In the event there is no answer or the eligible Contractor selected is not available or cannot perform the work within the County time frame, Public Works will then offer the work to the next eligible Contractor in the rotation.

This process will be repeated with the remaining Contractors until a Contractor is found to be available and capable to accomplish the work. Once a Contractor has been offered a federally funded assignment, that eligible Contractor's name is then rotated to the bottom of the rotation, whether the offer has been accepted or not. Eligible Contractors will only be contacted again for work after each remaining eligible Contractor on the list has, in order, been given an opportunity for the next federal job assignment.

The Contractor is required to verify that its subcontractors are not listed on the governmental exclusions in the SAM, before assigning federally funded work to its subcontractors.

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