

Admin Minnesota

Office of State Procurement

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996
Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

CONTRACT RELEASE: S-792(5)

DATE: APRIL 12, 2024

PRODUCT/SERVICE: SAMPLING AND LABORATORY ANALYSIS SERVICES - ENVIRONMENTAL

CONTRACT PERIOD: AUGUST 1, 2022, THROUGH JUNE 30, 2025

EXTENSION OPTIONS: UP TO 24 MONTHS

ACQUISITION MANAGEMENT SPECIALIST/BUYER (AMS): KAREN MCINTYRE

PHONE: 651.201.3124

E-MAIL: karen.mcintyre@state.mn.us

WEB SITE: <https://mn.gov/admin/osp/>

ALL CONTRACT VENDORS PROVIDE STATEWIDE SERVICE

SERVICE CERTIFICATION FORM REQUIREMENT

Agencies MUST complete a "Service Contract Certification Form" prior to issuing an order for services offered from this Contract. Agencies that may provide services include, but are not limited to, DNR, MDH and MDA.

Agency Contacts are listed below:

DNR - Jason Moeckel

MDH – Cori Dahle, Stefan Saravia, and Shane Olund

MDA – Stuart Orłowski

MPCA – Kelly O'Hara and Sarah Yost

NOTIFICATION OF MULTIPLE AWARDS

This release contains multiple awards for similar or like services. State agencies and CPV members should review and compare all multiple award Contracts in order to ensure the best value for their potential project. Factors such as, but not limited to, cost, Contract Vendor location, availability, etc., all may contribute to the total cost/value of an individual purchase of services. Multiple Contractors may be able to satisfy the requirements of the Contract user and therefore it is important for the Contract user to review all Contracts and Contract prices.

A.W Research Laboratories, Inc is certified as an eligible Targeted Group, Economically Disadvantaged or Veteran-Owned business:

CONTRACT VENDOR

CONTRACT NO.

TERMS

DELIVERY

A.W. RESEARCH LABORATORIES, INC.

214287

Net 30

Various

314 Charles Street
Brainerd, MN 56401

VENDOR NO. 0000205666

CONTACT: Sara Ahlers
Laboratory Director

PHONE: 218.829.7974

E-MAIL: sara@awlab.com

EMERGENCY RESPONSE CONTACT INFO: Same as above.

Client liaison who will answer questions on methods: Sara Ahlers, Laboratory Director

CONTRACT VENDOR**CONTRACT NO.****TERMS****DELIVERY**

ALLIANCE TECHNICAL GROUP, LLC
 255 Grant St SE, Suite 600
 Decatur, AL 35601

214266**Net 30****Various****VENDOR NO.:** 0001101801

CONTACT: Robin Worlie,
 Laboratory Services Administrator

PHONE: 763.786.6020, Ext. 136
TOLL FREE: 800.466.7889
FAX: 763.786.7854

E-MAIL: Robin.Worlie@AllianceAnalyticalServices.com

EMERGENCY RESPONSE CONTACT INFO: Timothy Tolle MacDonald,
 Manager, Field Services Department

PHONE: 763.786.6020, Ext.136
TOLL FREE: 800.466.7889
FAX: 763.786.7854

E-MAIL: Timothy.Tolle-MacDonald@AllianceAnalyticalServices.com**CONTRACT VENDOR****CONTRACT NO.****TERMS****VARIOUS**

EUROFINS EATON ANALYTICAL LLC
 110 South Hill Street
 South Bend, IN 46617

214288**Net 30****Various****VENDOR NO.:** 0000843062

CONTACT: Dan Huber
 Account Manager

PHONE: 574.229.4501**E-MAIL:** Daniel.Huber@ET.EurofinsUS.com**EMERGENCY RESPONSE CONTACT INFO:** Matt Hartz**PHONE:** 574 292 9886**E-MAIL:** Matthew.Hartz@ET.EurofinsUS.com**CONTRACT VENDOR****CONTRACT NO.****TERMS****VARIOUS**

**EUROFINS ENVIRONMENT
 TESTING NORTH CENTRAL, LLC**
 3019 Venture Way
 Cedar Falls, IA 50613

214289**Net 30****Various**

COMPANY NAME	SWIFT VENDOR NO. & LOCATION NO.	COMPANY	STREET ADDRESS	CITY, STATE ZIP	PHONE NO.	CONTACT NAME	Emergency Contact	Emergency Contact Phone No.
Eurofins Environment Testing North Central, LLC	0001102836-001	Eurofins Cedar Falls	3019 Venture Way	Cedar Falls, IA 50613	319-277-2401	Bob Michels	Rowdy Bindert	319-269-2465
Eurofins Lancaster Laboratories Environment Testing, LLC	0001091783-001	Eurofins Lancaster	2425 New Holland Pike	Lancaster, PA 17601	717-471-3265	Nicole Brown	Nicole Brown	717-471-3265
TestAmerica Laboratories, Inc.	0000241821-004	Eurofins Burlington	530 Community Drive, Suite 11	South Burlington, VT 05403	802-923-1021	Kathryn Kelly	Don Dawicki	802-923-1026

CONTRACT VENDOR**CONTRACT NO.****TERMS****VARIOUS**

**EUROFINS ENVIRONMENT
TESTING NORTHERN CALIFORNIA, LLC**
180 Blue Ravine Road, Suite B
Folsom, CA, 95630

236777

Net 30

Various

VENDOR NO.: 0001152200

CONTACT: Kesler Krieg
E-MAIL: kesler.krieg@et.eurofinsus.com

PHONE: 317.519.6124

Client liaisons who will answer questions on methods including name, email and phone number:

- Jade White, jade.white@et.eurofinsus.com, 916-201-2144, Project Manager
- Kesler Krieg, kesler.krieg@et.eurofinsus.com, 317-519-6124, Senior Technical Sales Specialist, Air
- Kelly Buettner, kelly.buettner@et.eurofinsus.com, 916-605-8596, Project Management Lead

CONTRACT VENDOR**CONTRACT NO.****TERMS****VARIOUS**

**MINNESOTA VALLEY TESTING
LABORATORIES, INC.**
P.O. Box 249
1126 N. Front Street
New Ulm, MN 56073-0249

214290

Net 30

Various

VENDOR NO.: 0000197896

CONTACT: Jerry Balbach, President
E-MAIL: jbalach@mvtl.com

PHONE: 507.276.0307
TOLL FREE: 800.782.3557
FAX: 507.359.2890

Client liaisons who will answer questions on methods:

Mike Grob, Inorganics, Metals, Microbiology - 507.276.2856
Dan O'Connell, Organics, Petroleum Hydrocarbons, Hazardous Waste - 507.233.7138

CONTRACT VENDOR**CONTRACT NO.****TERMS****VARIOUS**

MICROBAC LABORATORIES, INC.,
2009 Mackenzie Way, Suite 100,
Cranberry Township, PA 16066

245342

Net 30

Various

VENDOR NO.: 0001170192

CONTACT: Jeff Schindler
E-MAIL: jeffrey.schindler@microbac.com

PHONE: 707.822.4649
FAX: 707.822.6831

CONTACT: Roxanne Golich
E-MAIL: CSR@northcoastlabs.com

PHONE: 707.822.4649
FAX: 707.822.6831

Formerly North Coast Laboratories, Ltd.

Note: Contractor approved for analysis services only. Sampling Services are not provided on this contract.

Facility	Facility No	Primary	Primary No	QA	QA No	Emergency	Emergency No
ARB	707-822-4649	Roxanne Golich	707-822-4649	Jeff Schindler	707-822-4649	Roxanne Golich	707-822-4649

CONTRACT VENDOR

PACE ANALYTICAL SERVICES, LLC
 2665 Long Lake Road, Suite 300
 Roseville, MN 55113

CONTRACT NO.

214291

TERMS

Net 30

DELIVERY

Various

VENDOR NO.: 0000223750

CONTACT: Stacey Larsen,
 Sales Manager
E-MAIL: stacey.larsen@pacelabs.com

PHONE: 612.269.4643
TOLL FREE: 877-722-3483
FAX: 612.607.6444

EMERGENCY RESPONSE CONTACT INFO: Phone: 877.859.7778 Email: rapidresponse@pacelabs.com.

Client liaison who will answer questions on methods: Liz Stacks, 612-607-6352

Additional Contacts:

Chris Johnson
 Product Manager – Air | *Analytical Services*
 12065 Lebanon Road | Mt. Juliet, TN 37122
[o.615.773.9774](tel:615.773.9774) & [c.615.948.2413](tel:615.948.2413)
Chris.johnson@pacelabs.com

Mark Beasley
 Client Services Manger - Mt. Juliet
 615-330-1602
Mark.beasley@pacelabs.com

Jennifer McCurdy
 Project Manager II – Pace National
 12065 Lebanon Road, Mt. Juliet, TN 37122
[o.615-773-9721](tel:615.773.9721) & [c.530-604-7231](tel:615.530.604.7231)
Jennifer.mccurdy@pacelabs.com

Facility	Facility Phone No.	Primary Contact	Primary Contact Phone No.	QA Contact	QA Contact Phone No.	Emergency Contact	Emergency Contact Phone No.
Minneapolis, MN	612-607-1700	Adam Haugerud	612-656-2260	Liz Stacks	612-607-6352	Rapid Response Line	877-859-7778
Duluth, MN	218-727-6380	Adam Haugerud	612-656-2260	Liz Stacks	612-607-6352	Rapid Response Line	877-859-7778
Virginia, MN	218-735-6700	Adam Haugerud	612-656-2260	Liz Stacks	612-607-6352	Rapid Response Line	877-859-7778
MN Field	612-607-6398	Dan George	612-849-6055	Erin Evans	612-910-7607	Rapid Response Line	877-859-7778
Green Bay, WI	920-469-2436	Chad Rusch	920-321-9438	Paul Junio	262-433-0572	Rapid Response Line	877-859-7778
Baton Rouge, LA	225-796-4900	Calista Daigle	225-485-2007	Wally Washington	225-468-3412	Rapid Response Line	877-859-7778
Mt. Juliet, TN	615-758-5858	Jon Burns	615-758-5858	Blake Judge	615-773-9770	Rapid Response Line	877-859-7778

Facility	Facility Phone No.	Primary Contact	Primary Contact Phone No.	QA Contact	QA Contact Phone No.	Emergency Contact	Emergency Contact Phone PPN.
Pace Alpha Mansfield, MA	508-898-9220	Chris Anderson	508-84-4112	Jim Todaro	508-439-5101	877-859-7778	508-439-5162

Pace Contract Contact		Stacey Larsen	612-269-4643
Mt. Juliet, TN - AIR		Chris Johnson	615-773-9774

CONTRACT VENDOR	CONTRACT NO.	TERMS	DELIVERY
RMB ENVIRONMENTAL LABORATORIES, INC. 22796 County Highway 6 Detroit Lakes, MN 56501-7002	214293	Net 30	Various

Virginia Location
110 ½ 15th Ave West South,
Virginia, MN 55792
Phone: 218-440-2043

Bloomington/Burnsville Location
501 Highway 13 East Suite 104
Burnsville, MN 55337
Phone: 952.456.8470

This primary contact phone number can be used for all facilities, 888.200.5770, which is answered in Detroit Lakes. Calls are then routed to the appropriate facility.

VENDOR NO.: 0000216171 **CONTACT:** Robert Borash, President, Laboratory Director **PHONE:** 218.846.1465
E-MAIL: robert.borash@rmbel.info **FAX:** 218.846.1465
TOLL FREE: 888.200.5770

Client liaison who will answer questions on methods: Robert Borash, 218.846.1465

Facility	Facility Phone No.	Primary Contact	Primary Contact Phone No.	QA Contact	QA Contact Phone No.	Emergency Contact	Emergency Contact Phone No.	Address
RMB Environmental Laboratories, Inc. – Detroit Lakes, MN	218-846-1465	Robert Borash	218-849-6420	Kathleen Mitchell	785-493-1633	Robert Borash	218-849-6420	22796 County Highway 6, Detroit Lakes, MN 56501
RMB Environmental Laboratories, Inc. – Bloomington, MN <i>has recently finished it's relocation to:</i> RMB Environmental Laboratories, Inc. – Burnsville, MN	952-456-8470	Robert Borash	218-849-6420	Kathleen Mitchell	785-493-1633	Robert Borash	218-849-6420	501 Highway 13 E Street, Suite #104, Burnsville, MN 55337
RMB Environmental Laboratories, Inc. – Hibbing, MN <i>Is relocating to Virginia, MN on April 1st, 2024</i> RMB Environmental Laboratories, Inc. – Virginia, MN	218-440-2043	Robert Borash	218-849-6420	Kathleen Mitchell	785-493-1633	Robert Borash	218-849-6420	110 ½ 15 th Ave West South, Virginia, MN 55792

CONTRACT USERS. This Contract is available to the following entities as indicated by the checked boxes below

- State agencies
- Cooperative Purchasing Venture (CPV) members

STATE AGENCY CONTRACT USE. This Contract must be used by State agencies unless a specific exception is granted by the Acquisition Management Specialist listed. This Contract may be used by other State agencies at their option.

AGENCY ORDERING INSTRUCTIONS. Orders are to be placed directly with the Contractor. State agencies should use a contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax.

CONTRACT FEEDBACK. If these commodities or service can be better structured to help you with your business needs, let us know. We solicit your comments and suggestions to improve all of our contracts so that they may better serve your business needs. If you have a need for which no contract currently exists, or you would like to be able to use an existing state contract that is not available to your entity, whether a state agency or CPV, please contact us. If you have specific comments or suggestions about an individual contract you can submit those via the [Contract Feedback Form](#).

SERVICE CONTRACT CERTIFICATION. Agencies must complete a “Service Contract Certification Form” prior to issuing an order for services offered from this Contract. You can download the form here: <https://osp.admin.mn.gov/sites/osp/files/pdf/servcert.pdf>. OSP was unable to determine for all state agencies if there were any state employees that were able and available to perform the service(s) in this Contract and therefore could not complete the “Service Contract Certification Form” for this Contract. **SEE ABOVE FOR ADDITIONAL SERVICE CERTIFICATION REQUIREMENTS**

HOW TO USE THIS MASTER CONTRACT

STATE AGENCY ORDERING INSTRUCTIONS. Orders are to be placed directly with the Contract Vendor. State agencies should use a Contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax.

STATE AGENCY CONTRACT USE. This Contract must be used by State agencies unless a specific exception is granted by the Buyer/Acquisition Management Specialist listed above.

- Step 1: Request a Quote**
Request a quote from one of the Contractors listed on this Contract Release. **Note that you should not request a quote from a Contractor whose contract is not fully executed or on a contract that is expired.**
- At a minimum the quote must include:**
1. Contract vendor’s name.
 2. Name of contract vendor’s representative providing the quote.
 3. Date of quote.
 4. State Contract Release S-792(5) and Contract number.
 5. Detailed description of the Contract product(s) or item(s) being provided. Individual price, quantity and the agreed upon ARO.
 6. Detailed description of the products that will be order and the title of the person accepted the order. Price per product/service ordered and state the agreed upon ARO per order.
 7. Total price for all products/services quoted.
 8. Expiration date of quote.
- Step 2: The Ordering Entity is to verify the quote to confirm contract pricing and that the After Receipt of Order (ARO), offered meets the business need.**
- The following information explains the methods for calculating and/or confirming the contract prices.**
- For FIXED pricing, the pricing offered must match or be lower than that detailed on the price schedule of this release.
- Only accept Contractor quotes that provide itemized contract pricing (lump sum price quotes must be rejected and revised by the Contractor to show itemized State contract pricing).
- Prior to accepting an order and/or issuing an invoice, inspect the products received to ensure they match both the terms and pricing of the contract.
- Contact the AMS/Buyer detailed on the first page of this Contract Release to report any pricing discrepancies or for assistance in confirming/calculating contract pricing.
- Step 3: Establish a Purchase Order.**
Once the ordering plan has been approved, a purchase order (PO) may be issue before any products is shipped by the Contractor.
- State agencies issuing purchase orders should use a Contract Release Order (CRO) or a Blanket Purchase Order (BPC).
- Step 4: Paying the final Invoice**
Before issuing payment on an invoice, the Ordering Entity must inspect the contract products to ensure they match both the terms and pricing on the contract. Only accept invoices from Contractors that itemized contract products and delivery charges as stated in the Special Terms. Lump sum prices must be rejected and reworked by the Contract Vendor to show itemized State contract pricing. The invoice must include enough detail for the Ordering Entity to verify that the products were delivered on the invoice have been provided.
- Note that the delivery method (Drop Ship or Inside Delivery) must be stated on the invoice.

**END OF HOW TO USE THIS MASTER CONTRACT
VERIFYING THE CONTRACT PRICES**

ALL CONTRACT VENDORS PROVIDE STATEWIDE SERVICE

The following information explains the method(s) for calculating and/or confirming the contract prices.

The Contract(s) was executed with FIXED PRICING. The pricing offered must match or be lower than that detailed herein.

The Contract(s) also include HOURLY RATES. Confirm that the correct rate has been utilized by the Contractor and that the number of hours is properly calculated/subtotaled. Review the number of hours quoted against the scope of your project.

Only accept Contractor quotes that provide itemized contract pricing (lump sum price quotes must be rejected and reworked by the Contractor to show itemized State contract pricing).

Prior to accepting an order and/or issuing payment on an invoice, inspect the goods and/or deliverables to ensure they match both the terms and pricing of the contract.

Contact the AMS/Buyer detailed herein to report any pricing discrepancies or for assistance in confirming/calculating contract pricing.

A.W. RESEARCH LAB STATEWIDE - Contract No. 214287

[AW Research Price Schedules](#)

[AW Research Contract](#)

[Sample Quote & Sample Invoice](#)

ALLIANCE TECHNICAL GROUP, LLC - Contract No. 214266

[Alliance Technical Price Schedules](#)

[Alliance Technical Group Contract](#)

[Sample Quotes & Invoice](#)

EUROFINS EATON ANALYTICAL LLC - Contract No. 214288

[Eurofins Eaton Analytical Price Schedules](#)

[Eurofins Eaton Analytical Contract](#)

[Sample Quote & Sample Invoice](#)

EUROFINS ENVIRONMENT TESTING NORTHERN CALIFORNIA, LLC - Contract No. 236777

[Eurofins Environment Testing Northern California Price Schedules](#)

[Eurofins Environment Testing North California Contract](#)

[Sample Quote & Invoice](#)

EUROFINS ENVIRONMENT TESTING NORTH CENTRAL LLC - Contract No. 214289

[Eurofins Environment Testing North Central Price Schedules](#)

[Eurofins Environment Testing North Central Contract](#)

[Sample Quote & Invoice](#)

MVTL LABORATORIES STATEWIDE - Contract No. 214290

[MVTL Price Schedules](#)

[MVTL Contract](#)

[Sample Quote & Invoice](#)

MICROBAC LABORATORIES, INC. - Contract No. 245342 (Formerly North Coast Labs)
[North Coast Labs Price Schedules](#)
[North Coast Labs Contract](#)
[Sample Quote & Invoice](#)

PACE ANALYTICAL SERVICES STATEWIDE - Contract No. 214291
[Pace Analytical Contract](#)
[Core Field Equipment Listing](#)
[Baton Rouge Price Schedules](#)
[Duluth Price Schedules](#)
[Green Bay Price Schedules](#)
[Mansfield, MA Price Schedule](#)
[Minneapolis Price Schedules](#)
[Mt. Juliet Price Schedules](#)
[Virginia Price Schedules](#)
[Sample Quote and Sample Invoice](#)

RMB ENVIRONMENTAL STATEWIDE - Contract No. 214293
[RMB Contract](#)
[Detroit Lakes Price Schedules](#)
[Hibbing Price Schedules](#)
[RMB Bloomington/Burnsville Price Schedule](#)
[Sample Quote & Sample Invoice](#)

SWIFT CONTRACT LINE: SWIFT Line 1 is the group line for all service. USE THIS LINE. The commodity code which is associated with it is for services which are not professional/technical services, i.e., the services obtained through the use of these contracts.

SWIFT Line 01 UNSPSC Code: 77101900: Environmental Services. There is one line for all services.

REVISIONS.

- 04/12/24 Pace Contract No.214201 is amended to update the Mt. Juliet location and Mansfield location price schedules. All other pricing, terms, conditions and specs remain the same.
- 04/01/24 For RMB Contract No.214293, the Hibbing lab location address has changed to Virginia, MN. All other prices, terms, conditions, and specifications remain the same.
- North Coast Labs Contract No. 236817 is assigned to Microbac Laboratories, Inc., Contract No. 245342, All pricing, terms, conditions and spec remain the same.
- 12/08/23 For RMB Contract No.214293, the Minneapolis lab location address is updated. All other prices, terms, conditions, and specifications remain the same.
- 12/01/23 Eurofins Environment Testing Northern California, LLC Contract No. 236777 is amended to dd Labor rates to Exhibit D Price Schedule. All other terms, conditions and specs remain the same.
- 10/01/23 Eurofins Environment Testing Northern California, LLC Contract No. 236777 and North Coast Labs Contract No. 236817 are added. For MVTL Contract No. 214290 and Pace Contract No.214201 services are added & per diem, lodging & mileage contract language updated. For RMB Contract No. 214293 and Alliance Contract No. 214266 per diem, lodging & mileage contract language updated. All other pricing, terms, conditions, and specifications remain the same.
- 08/01/23 Pace Contract No.214201 is amended to update the Sample and Waste Disposal Fees on the contract language and the pricing schedule. All other pricing, terms, conditions, and specifications remain the same.

- 07/14/23 For MVTL Contract No. 214290 is amended to add services. All other prices, terms, conditions, and specifications remain the same.
- 07/05/23 AW Research address is updated. All other prices, terms, conditions, and specs remain the same.
- 07/01/23 Eurofins Eaton is extended to June 30, 2025, with no change to pricing. All other contracts are extended with updated pricing through June 30, 2025. Contract Accreditation Section language is updated. All other terms, conditions remain the same.
- 06/05/23 Pace Contract No.214201 is amended to add 1633 Method to the Minneapolis Lab location and Exhibit D Price Schedules are updated. All other terms, conditions remain the same.
- 03/15/23 For Eurofins North Central Contract No. 214289, Exhibit D Price Schedules updated to replace Method 537 with EPA 1633 Draft Method. All other terms, conditions, and specifications remain the same.
- 02/03/23 Mileage, Per Diem & Lodging language updated.
- 01/31/23 For MVTL Contract No. 214290 & Pace Contract No. 214291 are amended to add services. All other prices, terms, conditions, and specifications remain the same.
- For contracts with sampling services (MVTL Contract No. 214290, Pace Contract No. 214291, RMB Contract No. 214293 & Alliance Contract No. 214266) the Lodging & Per Diem language has been added to contract.
- 11/14/22 For Eurofins North Central Contract No. 214289, is amended to add the Price Schedules for additional services. Exhibit D: Water Analysis, Soil Analysis, Miscellaneous Charges with Reporting Limits All other prices, terms, conditions, specifications, and pricing remains the same.
- 08/30/22 For MVTL Contract No. 214290, is amended to add services. All other prices, terms, conditions, and specifications remain the same.
- 08/12/22 For RMB Contract No.214293 Hibbing and Detroit Lakes locations, Labor Price Schedules added. For Alliance Contract No. 214266, Labor Price Schedule added. For Pace Contract No. 214291 Duluth, Madison, Minneapolis, and Mt. Juliet locations, the Labor Price Schedules are added. For Eurofins North Central Contract No. 214289, the Purge Manifold Assembly has been added to the Miscellaneous Price Schedule. All other terms, conditions, specifications, and pricing remains the same.
- 08/08/22 For MVTL Contract No. 214290, the Labor Price Schedule is added. All other prices, terms, conditions, and specifications remain the same.

TERMS AND CONDITIONS

1. **PURPOSE.** The purpose of this contract is to provide environmental sampling and analysis services to the State and Cooperative Purchasing Venture (CPV) members on an as needed basis.
2. **CONTRACT PRICES.** Prices listed take into consideration all inherent costs of providing the requested goods and services. The Contractor agrees to pay any and all fees, including, but not limited to duties, custom fees, permits, brokerage fees, licenses and registrations, [government taxes](#), [overhead](#), [profit](#), parking permits, proper disposal of materials, [insurance payments](#). The State will not pay any additional charges beyond the price(s) listed, unless otherwise provided for by law or expressly allowed by the Contract. The Price List may not include any additional terms or conditions. Prices shall remain firm for the initial term of the Contract. A unit price and a total for the quantity must be stated for each item quoted. Prices must be quoted in United States currency. Any increase to Contract pricing requires a duly executed amendment to this Contract. Contractor may provide lower pricing at its discretion without requiring a duly executed amendment to the Contract.
3. **CORE EQUIPMENT.** Equipment required for testing a specific analyte should be detailed in the space provided within the same row as the analyte. All other major equipment necessary for the desired tasks should be detailed. Include all core equipment that directly relates to the services requested. Examples of core equipment include, but is not limited to; pump controllers, field meters, landfill gas meters, ice augers, and boats. (Do NOT include lab supplies and/or common office equipment. Examples of lab supplies include, but is not limited to; containers, preservatives, labels, and forms.)
4. **COOPERATIVE PURCHASING VENTURE (CPV) MEMBERS.** The Contract will also be available to all CPV members. Minn. Stat. § 16C.03, subd. 10 authorizes the State, acting through its Materials Management Division, to enter into purchasing agreements with one or more governmental units and other entities allowable by law, as described in Minn. Stat. § 471.59, subd. 1, to exercise jointly the purchasing powers and functions each has individually. This authority is referred to as the Cooperative Purchasing Venture program. For more information, see State web site www.mmd.admin.State.mn.us.

The Contractor agrees to provide the contract to CPV members at the same prices, terms, conditions, and specifications.

6. **DOCUMENTS AND MATERIALS.** The Contractor shall consider all laboratory documents generated or provided during the term of the Contract as proprietary and confidential and the Contractor will not share any information with any party outside of the State unless written authorization has been provided. Only authorized State personnel and the QAQCC will be given access to the information.
7. **IT ACCESSIBILITY STANDARDS.** All documents, applications, websites, and other work products delivered by the vendor must be accessible in order to conform with the State Accessibility Standard. Information about the Standard can be found at: <https://mn.gov/mnit/government/policies/accessibility/> .
8. **CONFLICTS CHECK.** Prior to beginning any work on a site, the Contractor shall determine whether it has any actual or potential conflict of interest in working on the site. If the Contractor determines it has no conflict of interest, it shall provide to the State the following certification signed and dated by authorized personnel of the company, which will be included on the Work Plan.

Conflict of Interest check:

- To the best of our knowledge, no conflict of interest would be created by this firm's performance of work for the State of Minnesota on this project. To the best of the firm's knowledge, no relationship exists between this firm, its parent company, affiliates, subcontractors and subsidiaries and any potentially responsible persons involved with this project.*
- Upon our review of Project described above our firm has determined that a conflict or potential conflict of interest exists by performing work under this Work Plan. Explain in further detail:*

The State reserves the right to make changes to above language at any time during the Contract period.

If the State determines there is an actual or potential conflict of interest, the State shall determine whether to reject a Contractor's work plan or revoke any previously issued related Work Plan. In the event a conflict is discovered after the Contractor has begun work under the Work Plan, the Contractor shall immediately notify the State's Authorized Representative, and cease work on the site until the conflict is resolved. The Contractor shall not conduct work for any other party on sites for which the Contractor has accepted a State site assignment unless specifically authorized to do so by the State's Authorized Representative.

9. **MODIFICATIONS/ADDITIONS.** The State reserves the right to modify the Contract if the modification and price is mutually agreed by the Contractor and the State of Minnesota through a fully executed amendment to the Contract. No changes will be effective until approved by the AMS and set forth in a fully executed amendment to the Contract.
12. **SUBCONTRACTS.** None of the services to be provided by the Contractor pursuant to the Contract shall be subcontracted or delegated to any other organization, subdivision, association, individual, corporation, or group of individuals or other such entity, unless otherwise approved by the AMS in writing.

Specifications, Duties, and Scope of Work

Overview.

The purpose of this contract is to provide environmental sampling and laboratory analytical services as needed to effectively administer the following programs: Closed Landfill Program, Emergency Response Program, Water Quality Monitoring Program, Petroleum Remediation and Petroleum Brownfield Program, Superfund, Voluntary Investigation and Clean-up (VIC), Safe Drinking Water Act (SDWA), Clean Water Act (CWA), Resource Conservation Recovery Act Program (RCRA), and MDA programs such as the Comprehensive program, Agricultural Voluntary Investigation and Clean up (AgVIC), and MDA Emergency Response Unit and Monitoring Unit which are defined in Exhibit C Supplement 2 Represented State Programs.

The Programs stated above require sampling and laboratory analytical services for the following: Water, Soil, Miscellaneous (Dissolved Gases, Field Kit Analytes, Air Analytes, Flare Testing Analytes, Construction and Soil Tests, THC).

The State reserves the right to add additional sampling and lab analysis services to the solicitation and the resulting contracts.

SPECIFICATIONS AND CAPABILITIES

1. Accreditation.

SPECIFICATIONS AND CAPABILITIES

Section 1. Accreditation.

All environmental labs considering doing business with the State of Minnesota, regardless of location, must be certified by an accreditation body acceptable to the State. The State recognizes that there may be new analyses for which accreditation is not currently available. All labs must maintain accreditation, either fully or provisionally, specific to the individual program requirements within each State Agency. As accreditation becomes available, environmental labs must obtain applicable accreditation and notify the Buyer/Acquisition Management Specialist, Contract Manager, QA/QCC, individual QA coordinators, and Project Managers within thirty (30) days.

The State of MN requires laboratories to be accredited by either the Minnesota Department of Health Environmental Laboratory Accreditation Program (MNELAP), EPA, or another entity acceptable to State programs. MNELAP accreditation information can be found at the following link:

<https://www.health.state.mn.us/communities/environment/mnelap/howtobeaccredited.html>

Hemp analysis for cannabinoids requires ISO 17025 Accreditation by a DEA registered laboratory.

The Department of Agriculture does not require second party Accreditation for their List 1, List 2, List 3, or List 4 pesticide work. For their Pesticide Program, a designated officer from the Department of Agriculture will review documentation submitted when a lab requests to become a "pre-approved" laboratory for List 1, List 2, List 3, or List 4 pesticide work. Additional information regarding List 1, List 2, List 3, or List 4 pesticides may be obtained from the following links: <https://www.mda.state.mn.us/guidance-document-24-fixed-base-laboratory-quality-assurancequality-control-plans> <https://www.mda.state.mn.us/pesticide-fertilizer/guidance-document-23-pre-approved-commercial-laboratories-fixedbase-mobile>

In the event Laboratory Accreditation has been suspended or revoked, the contractor must notify the Buyer/Acquisition Management Specialist, Contract Manager, QA/QCC, individual QA coordinators, and Project Managers within 24 hours of the suspension or revocation. If laboratory Accreditation has been suspended or revoked, the analyses affected will no longer be valid under the Contract. After all deficiencies have been corrected and Accreditation re-instated, the laboratory can request the analyses be made available under the Contract. The Contractor will be responsible for all costs incurred by Contract Release S-792(5) Page 9 the State for the Contractors failure to notify the State, per this requirement, within 24 hours of the Accreditation suspension or revocation.

2. Laboratory/Analytical Services.

2.1. Required Capabilities.

- 2.1.1. The Contractor shall have laboratories with or without sampling services.
- 2.1.2. The Contractor demonstrates in a complete and concise response that they hold a minimum of two years company experience in providing laboratory analysis services.
- 2.1.3. MDH DWP Total Coliform/E.Coli only. All laboratory equipment listed or proposed must be located within the State of Minnesota or within 30 miles of the Minnesota border upon commencement of the Contract, unless it is in the best interest of the State to accept Satellite labs outside of this geographic area.
- 2.1.4. The Contractor may propose satellite labs under the Contract, but the State reserves the right to reject any lab.
- 2.1.5. Fully cooperate with criminal and civil investigations.
- 2.1.6. Must hold lab accreditation.

2.1.7. Provide Electronic Data and Collection Reporting per Agency requirements or as defined in the Work Plan. For the MPCA and MDA, the EDD format is LAB_MN

2.2. Highly Desired Capabilities. Contractors who indicate capabilities to perform highly desired tasks and who are awarded subsequent Contracts which includes those tasks shall be expected to perform those tasks upon request. Highly desired tasks include the following services:

- 2.2.1. Provide analysis of analytes in water with limited holding times except hexavalent chromium.
- 2.2.2. Provide analysis of non-aqueous matrices (air, soil, biota, sediment, hazardous waste and solid waste.)
- 2.2.3. Provide analysis of Per and Polyfluoroalkyl substances (PFAS) included in EPA 1633 in water, effluent, soil/sediment, biosolids, tissue, POCIS, and air.
- 2.2.4. Provide sampling containers and appropriate preservation materials and equipment.
- 2.2.5. Out of state analytical services shall provide COC forms and pre-cleaned sample containers to the State or its Contractors, at no additional charge except freight costs for shipping the sample containers.
- 2.2.6. Provide a Chain of Custody template for MPCA and MDA projects where data is imported into EQulS using LAB_MN format.
- 2.2.7. Coordinate and cooperate with State service providers. These providers include, but are not limited to Contract laboratories, hazardous, infectious, and pesticide waste disposal services, and emergency response Contractors, and other State Contractors.
- 2.2.8. Provide rush service when requested.
- 2.2.9. Provide sample courier service. Contractors providing this service will have to meet or exceed all of the Insurance Requirements Stated in Exhibit B including those specified for Contractors providing Sampling service.

2.3. Desired Capabilities. Contractors who perform desired tasks, which include the following services:

- 2.2.1. Provide analysis of samples for analytes listed in Other Inorganics Analytes, Metals and Organic Analyses Sections of the Price Schedule.
- 2.2.2. Provide analysis of soft sediments analytes.
- 2.2.3. Provide twenty-four hour telephone answering.
- 2.2.4. Provide analysis for Minnesota Department of Agriculture List 1 and List 2 pesticides; must have MDA approval. MDA approval can be obtained from Stuart Orłowski at the following email address: stuart.n.orłowski@state.mn.us or phone number: 651-201-6148.
- 2.2.5. Provide analysis of the following water analyte with limited holding time (see Definition of Terms): hexavalent chromium.
- 2.2.6. If requested, provide other related tasks not listed above.
- 2.2.7. Provide on-line data access through a website that has secure access.
- 2.2.8. Provide appropriate amount of sample containers and possibly special equipment (pumps, summa canisters, etc.) to State of Minnesota emergency Contractors and State emergency response Contractors sufficient to carry out the project.

3. Sampling Service.

3.1. Required Capabilities:

- 3.1.1. The Contractor shall have laboratories with sampling services and laboratory/analytical services.

- 3.1.2. The Contractor must have a minimum of two years company experience in sampling and sampling equipment usage.
 - 3.1.3. The Contractor must provide twenty-four hour Statewide or regional response for sampling. In the event emergency service is required, the Contractor must be able to analyze various analytes and media with response 24 hours a day, seven days a week, including holidays.
 - 3.1.4. All sampling equipment listed or proposed must be located within the State of Minnesota or within 30 miles of the Minnesota border upon commencement of the Contract, unless it is in the best interest of the State to accept Satellite labs outside of this geographic area. The Contractor may propose satellite labs under the Contract, but the State reserves the right to reject any lab.
 - 3.1.5. The Contractor shall have an office located within the State of Minnesota or within counties bordering Minnesota or within 30 miles from the Minnesota border by commencement of the Contract unless it is in the best interest of the State to accept an office outside of this geographic area. The Contractor may propose an office outside this area, but the State reserves the right to reject any such office location.
- 3.2. Required Tasks. Some services are used more frequently than others. Sampling Contractors must provide all of the Required Tasks.
- 3.2.1. Sampling of indoor air requirements:
 - 3.2.1.1. Twenty-four-hour toll-free telephone answering.
 - 3.2.1.2. Provide an appropriate amount of sampling containers and appropriate preservation materials and equipment.
 - 3.2.1.3. Provide electronic data collection and reporting.
 - 3.2.1.4. Provide electronic data as defined in the Work Plan.
 - 3.2.1.5. Coordinate and cooperate with State service providers. These providers include, but are not limited to, laboratories, hazardous, infectious, and pesticide waste disposal services, and emergency response Contractors, and other State Contractors.
 - 3.2.1.6. Record location information according to program-specific metadata standards for new stations sampled.
 - 3.2.1.7. Cluster sampling events to provide cost savings to programs.
 - 3.2.1.8. Twenty-four-hour samples (See Definition of Terms)
 - 3.2.1.9. Rush service, as requested.
 - 3.2.2. Requirements for All Other Sampling:
 - 3.2.2.1. All requirements listed above in 3.2.1 Sampling of indoor air requirements.
 - 3.2.2.2. Collection of samples for the most current version of methods 8260, 6010, 6020, 8270, EPA 1631 (Low Level Mercury), and limited holding time analytes
 - 3.2.2.3. Sample ground water, surface water, and remediation system effluent according to program-specific protocol
 - 3.2.2.4. Must have at least four sampling technicians for groundwater sampling.
 - 3.2.2.5. Measure water levels in ground water wells and at surface water gauges.
 - 3.2.2.6. Perform dedicated ground water pump maintenance and repair.
 - 3.2.2.7. Purchase and install dedicated ground water pumps and parts.
 - 3.2.2.8. Ground water well redevelopment.
- 3.3. Desired Capabilities: Contractors indicating capabilities to perform desired tasks and awarded Contracts including those tasks shall be expected to perform those tasks, which include the following services:
- 3.3.1. Provide air sampling (Stack Testing, Enclosed Flare, Vapor Intrusion and Ambient)
 - 3.3.2. Twenty-four hour availability for statewide response for sampling and analysis at emergency response sites.
 - 3.3.3. Provide sample courier service.
 - 3.3.4. If requested, provide other related tasks not listed above.

- 3.3.5. Sample public, private and municipal well and drinking water systems and distribution networks.
- 3.3.6. Perform waste, product, and material sampling outside of heavily contaminated area (hot zone).
- 3.3.7. Perform outdoor air sampling at fires and airborne chemical releases outside of heavily contaminated area (hot zone).
- 3.3.8. Collect surface water and effluent samples at fish kills.

4. TECHNICAL REQUIREMENTS

4.1. Electronic Data Submittal.

4.1.1. MPCA Electronic Data Submittal.

- 4.1.1.1. The MPCA has developed an Environmental Quality Information System (EQUIS) format for an EDD. This format is called the MPCA LAB MN and is available on a website hosted by EarthSoft (<http://www.earthsoft.com/products/edp/edp-format-for-mnpca/>).
- 1.1.1.1 The Contractor must develop the capability to provide the analytical data in the MPCA LAB_MN format within the first year of the Contract.
- 1.1.1.2 Amendments. Upon Development, all Contractors must submit all laboratory results to the MPCA as an EDD format.

4.1.2. MDA Electronic Data Submittal.

- 4.1.2.1. The Contractor must develop the capability to provide the analytical data in the MPCA LAB_MN format within the first year of the Contract.
- 4.1.2.2. Amendments. Upon Development, all Contractors must submit all laboratory results to the MDA as an EDD.

4.1.3. MDH Electronic Data Submittal.

- 4.1.3.1. Drinking Water Protection (DWP) Section
 - 4.1.3.1.1. The electronic transfer of data must be accomplished via the submission of results and required data elements in an electronic format approved by DWP.
 - 4.1.3.1.2. See Minnesota Drinking Water Information System (MNDWIS) Lab to State User Manual that can be found on the Lab to State Login website. <https://www.health.state.mn.us/divs/eh/mndwislts/index.cfm>
- 4.1.3.2. Public Health Laboratory (PHL) Division
 - 4.1.3.2.1. No formal EDD required for results submitted.

4.2. Analytical Methods.

The Contractor is required to use approved analytical methods to perform all digestion, extraction, cleanup, concentration, analysis, dilution and storage of analytical samples. The following are recognized sources from which the methodologies (submitted SOPs) must be derived:

- 4.2.1. Methods for Chemical Analyses of Water and Wastes (EPA-600/4-79-020);
- 4.2.2. Test Method for Evaluating Solid Waste (SW-846 as well as the Methods Innovation Rule, SW-846 Final Update IV, and other available Updates);
- 4.2.3. 40 CFR Part 136 Clean Water Act (most recent edition and as modified);
- 4.2.4. 40 CFR Part 141 National Primary Drinking Water Regulations (most recent edition and as modified);
- 4.2.5. Contract Laboratory Program's Statement of Work for Organic Analyses (USEPA, most recent editions);

- 4.2.6. Contract Laboratory Program's Statement of Work for Inorganic Analyses (USEPA, most recent editions);
- 4.2.7. "Methods for the Determination of Metals in Environmental Samples" (EPA/600/491/010);
- 4.2.8. "Analysis of Dissolved Methane, Ethane, and Ethylene in Ground Water by a Standard Chromatographic Technique," Journal of Chromatographic Science, Vol. 36, May 1998 (Headspace GC/FID, US EPA Kerr Labs);
- 4.2.9. "Compendium of Methods for the Determination of Toxic Organic Compounds in Ambient Air", USEPA (current edition);
- 4.2.10. "Compendium of Methods for the Determination of Inorganic Compounds in Ambient Air", USEPA (current edition);
- 4.2.11. Standard Methods for the Examination of Water and Wastewater (APHA, AWWA, WEF, most recent approved methods);
- 4.2.12. Modified Method for determining Gasoline Range Organics, September 1995, WDNR Publ SW-140 and Modified Method for determining Diesel Range Organics, September 1995, WDNR Publ SW-141;
- 4.2.13. Method 1613 for Analysis of Dioxins and Furans in Waste Water (most recent edition) (U.S. EPA Engineering and Analysis Division, Office of Water);
- 4.2.14. Method 1631 for the Analysis of Mercury in Water (most recent edition) (U.S. EPA, Office of Water);
- 4.2.15. Methods for the Determination of Chemical Substances in Marine and Estuarine Environmental Matrices – 2nd Edition (EPA/600-R-97/072);
- 4.2.16. NIOSH Manual of Analytical Methods (NMAM),DHHS (NIOSH), (current edition);
- 4.2.17. Annual Book of ASTM Standards (most recent edition), ASTM International;
- 4.2.18. Methods for the Analysis of Inorganic Substances in Water and Fluvial Sediments,(U.S. Geological Survey, 1989 or current edition);
- 4.2.19. Official Methods of Analysis of the Association of Official Analytical Chemists, (AOAC, current edition);
- 4.2.20. Other EPA approved methods.

NOTE: Additional recognizable sources may be used if fully described in the SOP and approved in writing by Buyer/Acquisition Management Specialist before use. In-house or performance-based methods may be used if given prior written approval by the State, through a duly executed amendment.

4.3. Reporting Limits (RL).

Labs are required to use Reporting Limits identified in the Contract. The State may request changes to Reporting Limits on a case-by-case basis. If both parties agree to different reporting limits at the original Contract price, then the State can include this report level in the Work Plan without amending the Contract. Any resulting price changes or permanent changes to report limits must be made through a duly executed contract amendment.

The RL provided on the Price Sheets must be low enough so that the State may compare the data generated to drinking water standards (HRL, HBV, or MCL), intervention limits, surface water standards, as indicated on the Work Plan, or to US EPA Pre-treatment standards for discharge of wastewater (MCES). The State may also compare soil data to SRVs or MDA soil clean-up goals. Some of the standards to which the State compares its data are provided on the Price Sheets. The Contractor must provide analytical methods that can detect the analyte at or below the standard with the exception of analytes that cannot be detected below the standard because of current technology limitations, as determined and approved, in writing by the State.

4.4. Laboratory Custody Procedures.

- 4.4.1. All samples submitted (or authorized to be submitted) by the State shall be accompanied by an appropriate Chain of Custody form. Any sample submitted without a Chain of Custody form must be immediately brought to the attention in writing of the Program that submitted the sample. The Chain of Custody form shall be properly completed by the person(s) submitting the samples for analyses. The Chain of Custody form must be signed and dated by the sampler and the laboratory upon receipt. All courier receipts shall be kept with the project files by the laboratory. The laboratory operations associated with receipt of samples shall be covered in the QAM (or attached SOP if not fully covered in the QAM). For MPCA projects, the LAB_MN Chain of Custody format should be used.
- 4.4.2. The Contractor must preserve a copy of the Chain of Custody form at all times in the project file and maintain the project file per Federal, State, and Program requirements. A secure Chain of Custody leads to the production of a legally defensible report. Unless otherwise agreed to, the Chain of Custody document should include, but not be limited to:
 - 4.4.2.1. Name or initials and affiliation of the individual collecting the specimen,
 - 4.4.2.2. State/CPV Member Project Manager or contact and affiliation
 - 4.4.2.3. Each person or entity subsequently having custody of it,
 - 4.4.2.4. The date and time the sample was collected or transferred,
 - 4.4.2.5. Preservation type, if any
 - 4.4.2.6. Sample matrix
 - 4.4.2.7. Laboratory sample number,
 - 4.4.2.8. Client's name, and
 - 4.4.2.9. Unique sample identification, and
 - 4.4.2.10. Work Plan or Project Number
- 4.4.3. The laboratory shall ensure proper chemical and thermal preservation of the samples as required by EPA holding time criteria and the criteria of the methodologies being employed. Any sample not meeting required chemical or thermal preservation must be immediately brought to the attention, in writing, of the Program that submitted the sample.
- 4.4.4. The Contractor shall maintain a log (electronic or paper) that tracks the sample and all splits within the laboratory until the sample is reported out and disposed of according to all State, Federal and local laws.
- 4.4.5. The Contractor shall assign a unique laboratory sample number to each sample received for analyses.
- 4.4.6. The Contractor shall ensure the security of all samples submitted through the use of sealed or locked coolers or security systems in the facility.
 - 4.4.6.1. Sample and Waste Disposal
 - 4.4.6.2. Unless otherwise agreed to in writing, the laboratory will inform the State prior to disposing of samples after analyses.
 - 4.4.6.3. When requested by a contract user, the Contractor must inform the contract user prior to disposing of samples after analysis.
 - 4.4.6.4. Disposal of samples and associated wastes is the sole responsibility of the laboratory and shall be done at no additional cost to the State.
 - 4.4.6.5. For exceptions which require additional measures for disposal, the Contractor must obtain written approval for additional disposal fees from the State at the initiation of each individual Work Plan or individual purchase order. -
 - 4.4.6.6. All disposals must be done in accordance with State and Federal regulations and requirements.
 - 4.4.6.7. Additional disposal fees must be clearly itemized within each individual work plan or purchase order and related invoices.
- 4.4.7. The laboratory will inform the State prior to transferring samples to approved satellite facilities.

4.5. Quality Assurance/Quality Control (QA/QC) Criteria.

The Contracting laboratory must meet the QA/QC criteria that are described in the QAM, SOPs, and in the Contract. Some projects may require more stringent QA procedures be implemented. This will be negotiated between the QAQCC or the Project Manager and the laboratory and confirmed in writing.

- 4.5.1. Standard of Work. All work performed under the Contract must meet generally accepted environmental laboratory standards.
- 4.5.2. Be performed in accordance with all applicable State guidance documents:
 - 4.5.2.1. For MPCA only, all work must be performed in accordance with the MPCA's Laboratory Quality Control and Data Policy: <http://www.pca.State.mn.us/index.php/view-document.html?gid=16288>.
 - 4.5.2.2. For MDA only, all work must be performed in accordance with MDA Guidance Document 29 (<https://www.mda.state.mn.us/pesticide-fertilizer/guidance-document-29-laboratory-data-review-guidance>).
- 4.5.3. Meet all State, Federal, and local laws;
 - 4.5.3.1. In the event of conflict between applicable Federal, State, and local laws, the Contractor shall notify the State so the State can make a determination on appropriate performance. The State shall not approve, and no payment shall be provided for work that does not meet these standards.
- 4.5.4. Comply with the terms of the Contract, Purchase Orders, Work Plans, Work Plan Amendments, and Stop Work Plan from the State.
 - 4.5.4.1. The work required under this Contract is time-sensitive. The Contractor shall meet deadline dates as required in Work Plans, Work Plan Amendments, and Stop Work Plans. If a request for extension has been received and the State considers the extension request reasonable and the delay does not substantially affect the public interest, the State may issue a Work Plan Amendment with the new deadline date. If the State considers the request unreasonable or, if a delay would substantially affect the public interest, the State will not extend the deadline date.
- 4.5.5. The sampling Contractor will be responsible for maintaining an independent QA program within its company. The Contractor will be responsible for auditing field activities to assure they meet protocol. The Contractor will also check records to ensure they are correct and updated.
- 4.5.6. All laboratory QA/QC practices must be documented in the QAM and/or attached SOPs.
- 4.5.7. If a laboratory analyzes a sample and the associated QC is out of control, the laboratory will re-analyze the sample and QC. If the QC is still out of control, the laboratory will investigate. Once the laboratory determines the cause, the data and QC will be qualified appropriately. The findings will be reported in the case narrative of the final report and comments section of the EDD.
 - 4.5.7.1. For samples intended for regulatory evaluations as identified by the Program, results must be suitable for compliance determination. QC that fails to meet acceptance criteria which would result in data not being suitable for compliance must be immediately brought to the attention in writing of the Program that submitted the sample.
- 4.5.8. A Quality Assurance Officer (QAO) shall be available from the Contractor to answer questions that may arise during the assessment of the data quality. Contractors are expected to have a QAO. Contractors are expected to maintain QA review for all certified methodology. The role of the QAO is one of oversight. Although the QAO usually coordinates and oversees data quality and corrective actions, the QAO must have the ability and authority to recommend and implement immediate corrective measures, without going through chains of command. Therefore, the organizational and functional position cannot be placed in direct lines of authority.

- 4.5.9. The QAO must be able to objectively evaluate data and perform internal audits without outside influences. The responsibilities of the QAO may be divided among several individuals (e.g., corporate QAO, regional QA managers) and the designated QAO may be assigned other duties (project management, analytical work). However, these other responsibilities cannot present a bias when performing the following tasks required of the QAO:
- 4.5.9.1. Reviews quality control data to determine if test data are acceptable.
 - 4.5.9.2. Updates or supervises the update of all quality control measures: accuracy, precision, blanks and method detection limits.
 - 4.5.9.3. Periodically performs internal audits to assure compliance with all quality assurance policies.
 - 4.5.9.4. Reviews and approves the laboratory quality assurance manual. Any updates to the manual will be sent to the State within sixty (60) days of the effective date or prior to State Contract compliance audit, whichever is sooner. The manual shall be sent in PDF format by email or approved online file sharing sites;
 - 4.5.9.5. Reviews and approves new or revised SOPs.
 - 4.5.9.6. Reviews and maintains the ongoing QA programs.
 - 4.5.9.7. Audits corrective actions to assure effectiveness. Recommends additional measures if necessary.
- 4.5.10. Records of quality control will be available for review by the State.
- 4.5.11. If the laboratory is not following its QAM or SOPs, the Contract may be cancelled, at the sole discretion of the State (unless written notice is given to the State and approved in writing by the State prior to initiation of the change).

SCOPE OF WORK

1. Contractor Personnel and Project Management

- 1.1. The Contractor shall use Contractor's key administrative personnel assigned to the Contract or as subsequently approved by the State. State agency and CPV use of this Contract, including using only the Analysis portions of the Contract, must be easy and efficient, with no extra administrative burden for State agencies or CPV members.
- 1.2. If the need arises to add to or remove any of the Contractor's key personnel, whether permanently or temporarily, the Contractor must provide written notification two weeks in advance to the Acquisition Management Specialist. This notice is only required if the change is for more than 10 consecutive workdays excluding normal vacation leave. If the Contractor is adding personnel, the written notification should include the proposed individual's name and his or her resume. If the AMS does not approve the proposed change(s), the AMS will respond in writing within two weeks.
- 1.3. Any employee of the Contractor who, in the opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contractor. In the event that an employee is removed pursuant to a written request from the Acquisition Management Specialist, the Contractor shall have 10 working days in which to fill the vacancy with an acceptable employee.

2. Interviews and Requests for Information.

During State-contracted work, the Contractor shall defer all interviews and requests for information from the media, private citizens, or public officials to the State unless the State specifically requests the Contractor to handle such requests. The Contractor shall cooperate and coordinate with other State Contractors.

3. Contractor Personnel and Project Management.

If the need arises to add to or remove any of the Contractor's key personnel, whether permanently or temporarily, the Contractor must provide written notification two weeks in advance to the Acquisition Management Specialist. This notice is only required if the change is for more than 10 consecutive workdays excluding normal vacation leave. If the Contractor is adding personnel, the written notification should include the proposed individual's name and his or her resume. If the AMS does not approve the proposed change(s), the AMS will respond in writing within two weeks.

4. Inspection of Contractor's Facility.

- 4.1. All laboratories are subject to and must be willing to be audited as a requirement of the Contract.
- 4.2. Facility inspections shall occur either in person or virtually.
- 4.3. The State reserves the right to inspect/audit the Contractor's equipment inventory, facility, and records during any time during the life of the Contract.
- 4.4. Prior to an in person or virtual laboratory inspection, the state will send a laboratory audit notification /data request to the laboratory being inspected. Included in this letter will be:
 - The date of the audit
 - The agencies being represented and names of the auditors
 - The data that is being requested for the audit
 - How to submit the data
 - When to submit it by
- 4.5. After the data has been submitted, the inspectors will review what was submitted and prepare for the audit with whatever questions/concerns they have. In addition, the inspectors may also request additional data depending on what was found.
- 4.6. During the inspection, the senior laboratory staff, the quality assurance officer(s), and staff members involved in the receipt, analysis, review/validation, reporting, and project management of laboratory samples are expected to be included. Full cooperation and transparency will be expected when questions/concerns arise from either the data that was submitted, or what is observed during the inspection.
- 4.7. Once the inspection has concluded, depending on what was found, the state may request additional data from the laboratory.
- 4.8. After the inspection completion, the inspectors will submit an audit report to the laboratory which includes any findings from the inspection or any recommendations for better lab practices.
- 4.9. Once the report is submitted, the laboratory has 30 days to respond with corrective actions for the findings. Upon receipt, the inspectors will determine whether the laboratory action is acceptable.
 - 4.9.1. If corrective actions are acceptable, the audit will be closed.
 - 4.9.2. If the corrective actions are deemed unacceptable, the inspection team will reject the actions, and require that the laboratory submit a revised or new corrective action.

5. Liability Under MERLA.

If performing work under the Contract for the State when the State is acting pursuant to Minn. Stat. § 115B.17 of the Minnesota Environmental Response and Liability Act (MERLA), the Contractor that is not otherwise responsible for a release or threatened release of hazardous substances or pollutants or contaminants is considered to be a contractor that is performing response actions in accordance with a plan approved by the Commissioner, for purposes of Minn. Stat. § 115B.03, subd. 10.

When performing work under the Contract for the State when the State is acting in accordance with the National Oil and Hazardous Substances Pollution Contingency Plan (40 CFR 300), promulgated by the U.S. Environmental Protection Agency (EPA) pursuant to 42 U.S.C. § 9605 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) with respect to any release or threatened release of a hazardous substance, the Contractor is considered to be engaged in acts taken or omitted in preparation for, or in the course of rendering care, assistance and advice to the Commissioner or the Agency for purposes of Minn. Stat. § 115B.04, subd. 11, and, in the event a third-party claims injury

or damages resulting from acts or omissions arising from performance of the Contract, the defense provided under Section 115B.04, subd. 11, is intended, but not warranted by the State, to be available to the Contractor and the State as a defense to MERLA liability claims. The provisions of the Liability under MERLA paragraphs are intended, but not warranted by the State, to include subcontractors approved by the State.

6. Liability Under CERCLA.

To the extent that the Contractor meets the definition of a “response action contractor” under 42 U.S.C. § 9619(e) of CERCLA, it is intended, but not warranted by the State, that the Contractor be exempt from liability under CERCLA or other Federal law as is provided in 42 U.S.C. § 9619. Furthermore, 42 U.S.C. § 9619 provides the President with discretionary authority to indemnify response action contractors for releases of hazardous substances or pollutants or contaminants arising out of negligence in the course of Superfund work. No indemnification by the State is created by the Contract. The term “response action contractor” is intended, but not warranted by the State, to include subcontractors approved by the State’s Authorized Representative.

Nothing in this Contract is intended to be construed as a waiver of the Tort Claims Act, Minn. Stat. § 3.736 or any other law, legislative or judicial, limiting governmental liability.

The duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the State or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

7. Federal and State Requirements.

Activities under this Contract may be funded by a grant to the State through a Federal Grant Agreement (the “Grant Agreement”). When Federal or State matching funds are used to pay for activities under this Contract, Federal terms and conditions apply to the Contractor and Subcontractor if Federal funds are being used, the Certification Regarding Lobbying must be completed. The Certification Regarding Lobbying form is Section 7 - Exhibit 5.

The Federal requirements are provided for two Grant Agreements, as exhibits to the contract.

- 7.1. The Federal funds for MPCA’s Superfund and Petroleum Remediation Programs are provided under Section 104(d)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. § 9601 et seq., Catalog of Federal Domestic Assistance program # 66.802. Activities under this CFDA program number are regulated by Title 40 of the Code of Federal Regulations Parts 31 & 35 Subpart O. The terms and conditions are stated in the solicitation or in Section 7 - Exhibit 4, which is incorporated herein and made a part of this Contract.
- 7.2. The Contractor is responsible for compliance with all Federal requirements imposed on these funds and accepts full financial responsibility for failure to comply. The State will notify the Contractor when Federal requirements apply to a project by referencing the specific Grant Agreement on the Work Plan. The State reserves the right to update Federal Requirements at any point by referencing the Grant Agreement on the Work Plan. Any new Federal Requirements may be attached to the Work Plan or provided on Agency’s Web site.
- 7.3. It is the Contractor’s responsibility to adhere all to State and Federal requirements. State requirements are separate and aside from that of the Federal requirements. Individual Work Plans may require additional resources necessary for Federal compliance. Compliance is to occur at no additional cost to the State.

Additional State and Federal requirements may be added during the Contract term via a duly executed amendment to Contract. It is agreed that in the event that any Federal or State laws or regulations pertinent to this Contract are modified or added, the Contractor shall comply with such changes.

8. Citations/Violations.

The Contractor, for itself, its principals, any parent company, and subsidiary must disclose to the State any citation, violation, Administrative Penalty Order, Stipulation Agreement, Settlement Agreement, Consent Order, criminal proceeding, or lawsuit regarding environmental laws or rules within the five years prior to the due date and time of the Response and, if awarded the Contract, Contractor must promptly disclose any new citation or violation that occurs during the Contract Term. Contractor, as applicable, must provide an explanation for any and all items listed including resolutions of such items. The State reserves the right to not award, cancel award, or terminate the Contract based on any citations and or violations that pertain to the Contractor which may include, but not limited to Termination for Default under Section 5.2. Failure to disclose this information may result in the Contract, if awarded, being terminated at any time. The State reserves the right to verify that the Contractor has met this requirement. All decisions of the State are final.

9. Remedies for Failure to Meet Contract Requirements.

Remedies include but are not limited to:

If the final written report is not received by the State within twenty-one (21) business days after submission of the sample or as requested in the work plan, the State may, at its sole discretion, refuse payment for the analytical services performed.

No payment will be made for samples that are analyzed that exceed the holding times established by the State or the EPA, unless the State decides to accept the data. Laboratories must contact the State QA Coordinator if samples are received with only half of the holding time, or less, remaining.

No payment will be made for work that does not comply with sampling and analytical protocols or has not been performed in accordance with all applicable Federal and State laws, rules, regulations, policies, and the terms of the Contract.

If a report is found to be unsatisfactory due to Contractor error or omission, the State, at its sole discretion, may require the Contractor to resample and reanalyze at no charge.

If data are found to be falsified, the State, at its sole discretion, may cancel the Contract, refuse payment and/or refer the incident to the Attorney General's office or other parties.

If a Contract with a laboratory is cancelled or Suspended (as defined in Minnesota Rule 1230.0150 Subp.22), all samples from that laboratory that have not been analyzed will be sent to another laboratory, as directed by the State staff, at no additional cost to the State. The Contractor will be solely responsible for rush charges, shipping, and rate differences that may result from utilizing a back-up laboratory. **Suspension as defined by Minnesota Rule 1230.0150 Subp.22** means to be temporarily suspended by the director of the Office of State procurement from receiving solicitations, the award of a contract, or selling any products or services to State Agencies while director determines if there is probably cause for debarment.

If Accreditation has been suspended or revoked, the Buyer/State Acquisition Management Specialist, individual QA Coordinators, and State agency Contract Manager, must be informed within 24 hours the suspension or revocation. If laboratory Accreditation has been suspended or revoked, the analyses affected will no longer be valid under the Contract. After all deficiencies have been corrected and Accreditation re-instated, the laboratory can request the analysis be made available under the Contract.

Nothing in this section shall be construed to waive or limit any remedies or rights available by law.

Litigation Responsibilities.

The State may request the assistance of the Contractor as part of active civil and/or criminal investigations. If such assistance is requested, the Contractor agrees to notify the requester of any potential or actual conflict of interest. Further, the Contractor agrees to not enter into a conflict-of-interest position during the course of any subsequent legal or administrative action(s), unless otherwise approved by the appropriate agency and by the attorneys assigned to the case by the State. The Contractor shall, upon request, provide factual and expert testimony on behalf of the State in proceedings involving its work under this Contract.

The Contractor agrees to provide consultation regarding issues related to a case and to serve as trial witnesses, if necessary. No work undertaken by the Contractor in the preparation for any legal or administrative actions shall be disclosed without the prior written consent of the attorney(s) assigned to the case by the State. Contractor's reimbursement for such work may include reasonable expenses if approved in advance by the State, including mileage and per diem, as determined by the current State of Minnesota Commissioner's Plan, posted to OSP website:

<http://www.mmd.admin.State.mn.us/commissionersplan.htm>. The testimony rates listed on the Laboratory Price Schedule will apply.

SECTION A - DRINKING WATER PROTECTION SAMPLING AND ANALYSIS (SCORED)

1. Overview.

Minnesota Department of Health (MDH) Drinking Water Protection (DWP) is responsible for the implementation of the Federal Safe Drinking Water Act (SDWA) and safeguarding the quality of drinking water in Minnesota. The SDWA applies to over 6800 Public Water System (System) in the state. These Systems serve water to 25 or more people on a regular basis. MDH DWP seeks Minnesota Department of Health Environmental Laboratory Accreditation Program (MN ELAP) accredited laboratories for statewide Lead and Copper analytical and Total Coliform Bacteria/E. coli analytical services.

This section describes the specific requirements for Lead and Copper and Total Coliform Bacteria/E. coli Laboratory Analytical Service.

In addition to the requirements listed in the Capabilities and Technical Requirements sections, MDH DWP Sampling and Analysis has additional Required Capabilities, Technical Requirements and Rule Specific Procedural Requirements stated below.

2. Required Capabilities.

- 2.1 The laboratory must be accredited by the MN ELAP which can be found here: <https://www.health.state.mn.us/communities/environment/mnelap/>.
- 2.2 The Contractor must submit proof of Accreditation, upon request, for any analyte for which it would like to be considered. Accreditation that occurs after the life of the Contract may be added by Contract amendment, if agreeable to both parties.
- 2.3 The State reserves the right to contact references, evaluate responses and audit laboratories to confirm the Contractor's capabilities.
- 2.4 The Contractor must have a minimum of two years company experience in providing laboratory analytical services.
- 2.5 The Contractor will be required to ship the number of sample bottles and MDH supplied instructions to public water supplies according to the schedule provided by MDH DWP.
- 2.6 The Contractor will be required to ensure the correct number of samples are received from the public water supply as prescribed by MDH DWP.
- 2.7 The Contractor shall designate an individual to serve as a primary contact with the MDH Program Liaison for the purpose of coordination and implementation of the contract.
- 2.8 The Contractor shall provide technical assistance, upon request, to answer questions relating to the required services and analytical results as specified herein. Technical assistance may include providing assistance to water systems regarding shipment of samples.
- 2.9 The Contractor shall provide adequate staffing and personnel shall be adequately trained and supervised to meet the terms of the contract.

3. Lead and Copper.

Sampling is done on a three-year cycle with approximately 7,000 samples to be analyzed during the first year, approximately 2,500 the second year, and approximately 4,000 the third year. Most of the samples will be collected and analyzed during the summer months (June through October).

4. Lead and Copper Rule Specific Technical Requirements.

- 4.1. Analyzing Samples: All drinking water tap samples collected for lead and copper rule compliance must be analyzed using EPA approved method under the SDWA. A list of EPA approved methods can be found in 40 CFR 141.23
http://www.ecfr.gov/cgi-bin/text-idx?SID=a966fd352dff63fbc3e3973fb7f48f76&node=se40.23.141_123&rgn=div8. Laboratories are responsible for maintaining MNELAP Accreditation and meeting all of the requirements found in 40 CFR 141.89
http://www.ecfr.gov/cgi-bin/text-idx?SID=9b3eaa5b27f81d1ccfec352b0d661668&node=se40.23.141_189&rgn=div8.
- 4.2. MDH DWP Lead and Copper Rule Specific Procedural Contract Requirements. Sample Kits (Batch or Repeat). Sample kit consists of the following:
 - 4.2.1 One 1-liter graduated polypropylene or linear polyethylene wide-mouth graduated sample bottle per sample site/location. For example, if a System is scheduled to collect 5 samples, then their sample kit will contain 5 lead/copper sample bottles.
 - 4.2.2 Sample bottle labels. One sample bottle label per sample location for each System The laboratory will provide MDH approved sample bottle labels that will include:
 - 4.2.2.1 PWSID#
 - 4.2.2.2 System name
 - 4.2.2.3 A blank field for Date/Time Sampled
 - 4.2.2.4 A blank field for Sampling Location (i.e., 00001, 00002)
 - 4.2.3 Chain of Custody with instructions. If a Chain of Custody has anything attached to it, do not separate it.
 - 4.2.4 Sample collection procedures
 - 4.2.5 Tap Water Sample Form (Community Systems only): One copy is sent to each Community System
 - 4.2.6 System address label
 - 4.2.7 Laboratory return address label
 - 4.2.8 Packing material to prevent damage to sample bottles during transit.
- 4.3. Undeliverable Sample Kits: The laboratory must notify MDH DWP that a sample kit was undeliverable and the reason why (i.e., no forwarding address). Notification must be done within 24 hours of receipt of returned package.
- 4.4. Sample Deficiencies: Laboratory must submit to MDH DWP, a copy of their Sample Acceptance Policy for review. MDH will provide additional requirements, no less stringent than the laboratory's policy, if applicable.
- 4.5. Reporting: The laboratory analyzes the samples and electronically reports the results to MDH DWP. Results are to be reported in parts per billion or µg/L. The electronic transfer of data must be accomplished via the submission of results and required data elements through the Minnesota Drinking Water Information System (MNDWIS), Lab to State. All analyses and successful electronic reporting must be completed within thirty (30) calendar days after receipt of the sample by the laboratory.
 - 4.5.1 Lead Exceedances: The laboratory is to immediately notify MDH DWP contacts when any sample exceeds the lead action level of 15 µg/L. Notification shall be done via e-mail and is to contain:
 - 4.5.1.1 PWSID

- 4.5.1.2 System Name
- 4.5.1.3 Site Number/Description
- 4.5.1.4 Results
- 4.5.2 Rejected Samples. Rejected samples will be reported electronically and emailed to MDH DWP contacts. An explanation of the cause of rejection and corrective actions being taken should be included.
- 4.5.3 Samples Received. The laboratory is required to provide an Excel spreadsheet of samples received and accepted by the laboratory, by the close of business each Friday, via e-mail. The list shall be sent to MDH DWP Lead/Copper Contacts and include the following:
 - 4.5.3.1 PWSID
 - 4.5.3.2 System name
 - 4.5.3.3 Site numbers/descriptions
 - 4.5.3.4 Date sample(s) were received
- 4.5.4 Chain of Custody Modifications by the System/Collector: If a System has made any changes to the Chain of Custody, including any notes, whether typed or handwritten, a copy of the Chain of Custody must be scanned and emailed to the MDH DWP contacts. Examples of notations include the following:
 - 4.5.4.1 Does not want to participate
 - 4.5.4.2 Vacant house
 - 4.5.4.3 House/Sample tap gone
 - 4.5.4.4 Change of sampling site description
 - 4.5.4.5 Missing sample
 - 4.5.4.6 Adding a sample site

If a System writes a Site No. on the Chain of Custody, do not enter the Site No. when recording that the sample upon receipt. Contact the MDH DWP Contacts in writing to receive the correct site number in writing.
- 4.6 Sample Kit Supplies: The laboratory is required to acquire, provide, and maintain a supply of 1-liter wide-mouth graduated polypropylene or linear polyethylene sample bottles, sample bottle labels, and laboratory return address labels. In addition, the 1-liter sample bottles must be suitable for use in Systems such as correctional facilities, colleges, nursing homes, etc., where there is little clearance between faucet and the bottom of the sink. Sample kit supplies must be available so that sample kits can be mailed when MDH DWP requests kit(s) to be mailed.
- 4.7 Chain of Custody: Chain of Custody and Supporting Documentation will be sent to the laboratory monthly for Community Systems and at the beginning of each monitoring period for Noncommunity Systems. For miscellaneous sampling, the Chain of Custody, sampling instructions, number of sample bottles/sample bottle labels needed, and the address for the PWS system will be emailed to the laboratory.
 - 4.7.1 MDH DWP will email the laboratory when a batch of Chain of Custody forms, instructions, etc., are mailed to the laboratory. The laboratory will notify MDH DWP if the package is not received within two business days.
 - 4.7.2 MDH DWP will email the laboratory when a replacement sample kit is to be sent to a System. The replacement kit will be sent within 24 hours of notification.

- 4.8 Sample ID: A unique lab number shall be assigned to each sample received and recorded on the Chain of Custody.
- 4.9 Preservation. All samples are preserved at the laboratory upon receipt and within fourteen (14) calendar days of collection. If preservation cannot be completed within fourteen (14) calendar days, the laboratory is to reject the sample, contact MDH, and MDH will request a replacement kit be sent to the System.
 - 4.9.1 After acidification of the sample, samples are preferably stored under refrigeration at approximately 4° C.
 - 4.9.2 Sample analysis cannot begin until 16 hours after preservation and pH verification (pH <2). If pH is not less than 2, further acidification must occur and another 16 hours of wait time observed. Because of the low-level concentrations being observed (µg/L) samples should be analyzed as soon as possible.

SECTION B -TOTAL COLILERT® / E. COLI

MDH DWP, in order to ensure safe drinking water in all Systems, has the authority stated in the SDWA, Minnesota Statutes, Sections 144.381-144.387 (the "Act"). The Act authorizes MDH to enter the premises of a System to inspect facilities and records; to conduct sanitary surveys; to investigate the standards of operation and service delivered by Systems; and to implement and enforce the Act and the respective rules adopted, Minnesota Rules, Chapter 4720.

April 1, 2016, the Revised Total Coliform Rule (RTCR) replaced the 1989 TCR Rule. The RTCR maintains the Maximum Contaminant Level Goal (MCLG) and Maximum Contaminant Level (MCL) for E. coli and replaces the total coliform MCLG and MCL with treatment technique requirements for assessments and corrective actions.

1. MDH DWP Coliform / E. coli Technical Requirements.

Requirements for Analysis of Drinking Water Samples by the Laboratory. All samples will be analyzed using SM 9223 B-Colilert®, Colilert-18®, or Colisure® methods that are approved through 40 CFR 141.852 (a) of the Revised Total Coliform Rule. The original MDH DWP Chain of Custody or Labs Chain of Custody form must accompany the samples to the laboratory. Laboratories must accept samples Monday through Thursday and analyze on weekends as necessary.

NOTE: Additional recognizable methods may be used if fully described in the SOP and approved in writing by State staff before use. In-house or performance-based methods may be used if given prior written approval by the State.

Positive total coliform samples will be analyzed for E. coli by fluorescence.

MDH Coliform / E. coli Rule Specific Procedural Contract Requirements.

To comply with the RTCR, the System must not exceed the established Treatment Technique Triggers for Total Coliform or the established MCL for E. coli. When a sample contains total coliform, the Laboratory must report the positive result to DWP within 24 hours of determination. An E. coli positive result signifies the potential for an acute health risk; therefore, positive E. coli results will be reported immediately to MDH DWP via person-to-person communication, and electronically, within 24 hours of determination. To read the full requirements of the RTCR, please see the link below:

http://water.epa.gov/lawsregs/rulesregs/sdwa/tcr/regulation_revisions.cfm#revisedfinal

MDH DWP seeks laboratories throughout the State of Minnesota for total coliform analysis. Having multiple labs throughout the state, offers water operators the flexibility to use a lab that is convenient for them.

MDH DWP will be responsible for the oversight, sample scheduling, and continuity of data. MDH DWP Contract Lab will be responsible for performing analyses within parameters for quality control, maintaining a quality system, managing records, and transmitting data electronically to MDH DWP.

Coliform/E. coli Required Qualifications:

If Contractor is providing sampling for Coliform/E. coli, in addition to the requirements above (Drinking Water Protection Sampling and Analysis, Required Capabilities), the Contractor must provide the following:

Drinking Water Protection Requirements. Laboratories must ensure conformance with DWP requirements (primarily, state and Federal agencies using the data).

Designated Liaison to Serve as the Contract Manager. The laboratory must have a designated liaison to serve as the Contract Manager. This individual will be the primary contact with MDH DWP for the purpose of: (a) coordinating sample kit delivery, (b) coordinating submission of reports and reporting, and (c) implementation of the Contract.

Standard Operating Procedures. The laboratory must have and maintain standard operating procedures (SOPs) for methods of analysis within this agreement.

Quality Manual and Documentation: The laboratory must have a quality document that contains specific plans for sample handling, analytical methods, quality control, and data reporting for total coliform bacteria/microbial requirements.

The laboratory must meet the QA/QC criteria that are described in the SOPs and in the Contract.

Contingency Plans for Back-up Capacity or Surge Capacity. The laboratory must have sufficient contingency plans for back-up capacity or surge capacity to guarantee proper handling of MDH DWP's samples. MDH DWP may request review of the contingency plans for back-up capacity or surge capacity at any time during the contract period.

Reliable Shipping/Courier Service. The laboratory must have access to a reliable shipping service with package tracking capabilities that can guarantee overnight shipment from statewide collection sites assigned by MDH DWP*. See note below.

All costs associated with sending sample kits to Systems will be included in the cost of analysis. Systems are responsible for the cost of returning the sample to the Laboratory ensuring samples reach the laboratory with sufficient time remaining for analysis, not to exceed the 30-hour hold time*.

*Systems assigned to your lab may choose to pick up sample kits from the lab.

Requirements for Shipping Sample Kits to Systems. Laboratory is responsible for the cost and shipment of sample kits to Systems assigned by MDH DWP.

NOTE: Applicable if you are shipping sample kits to System

NOTE: Not applicable to your lab if Systems assigned to your lab have chosen to pick up sample kits and will return sample to lab.

Sample Kits Include: Sample collection bottle(s), container label, return shipping container/box with return label, sampling instructions, and the MDH Chain of Custody form.

Sample collection bottles shall be compliant with the reference method of SM 9223-B.

MDH DWP will provide Laboratory with spreadsheet listing System names, Public Water Supply Identification Number), System address, System contact name and telephone number at the beginning of the state fiscal year (Example: July 1, 2020) and periodically, when Systems are added.

MDH DWP will provide Laboratory with MDH DWP Chain of Custody forms, sampling instructions, bottle labels, and address labels for Systems assigned to them.

Laboratory may choose to use their own Chain of Custody.

Laboratory will work directly with the System on determining which method of shipping will guarantee sample is delivered to the lab within holding time, if applicable.

Rejected Samples: Laboratory will reject samples when: samples exceed hold time (hold time is defined as the time between sample collection and the start of the incubation period), contain insufficient or excessive volume, leaking sample container, presence of residual chlorine, unapproved container, or frozen sample.

In the case of laboratory error to any sample after receipt by the Laboratory, the Laboratory will, within 24 hours, notify MDH DWP in writing the reasons why the error occurred. Laboratory will not charge MDH DWP for the sample.

Replacement sample kits shall be shipped/provided within 24 hours of receipt when a sample is rejected, or a lab error has occurred. An email explaining the reasons for the replacement kit is to be included. Labs may use their own memo or see the MDH DWP example, Exhibit C Supplement 6. If the replacement kit is sent due to lab error, the kit must include a pre-paid return shipping label.

Requirements for Reporting Analytical Results. The Laboratory will report analytical results to DWP in an electronic format within 24 hours after results are determined. Reporting format will be presence/absence, units "/100 mL".

Rejected samples will be reported electronically within 24 hours.

The electronic transfer of data must be accomplished via the submission of results and required data elements in an electronic format approved by DWP. See Minnesota Drinking Water Information System (MNDWIS) Lab to State User Manual that can be found on the Lab to State Login website.

<https://www.health.state.mn.us/divs/eh/mndwisits/index.cfm>

The Laboratory will be responsible for gathering data not reported by the collector on the Chain of Custody form.

Samples not analyzed due to laboratory accident will be reported to MDH DWP within 24 hours.

MDH DWP will be responsible for reporting analytical results to the System.

The Laboratory will provide technical assistance, upon request, to answer questions relating to the analytical results specified herein. Technical assistance may include providing clarification of analytical results, data qualifiers, and analytical methodology. All technical assistance on sample collection, sample location, and compliance is to be directed to MDH DWP.

Reporting positive total coliform analytical results. Positive total coliform results will be reported electronically (MNDWIS Lab to State and email) to MDH DWP within 24 hours of determination. See, "Section 7-Exhibit 2 Drinking Water Protection Staff Contacts" memo for details and staff contact information.

Reporting positive E. coli analytical results. Positive E. coli results will be reported immediately to MDH DWP via person-to-person communication and electronically within 24 hours of determination. See, "Section 7-Exhibit 2 Drinking Water Protection Staff Contacts" memo, for details and staff contact information.

Duty to Notify - Failure to Comply: If the laboratory Accreditation or certification has been suspended or revoked, MDH DWP must be notified immediately in writing, within 24 hours. If laboratory Accreditation has been suspended or revoked, the analyses affected will no longer be valid under the Contract. After all deficiencies have been corrected and Accreditation re-instated, the laboratory can request the analysis be made available under the Contract.

If the laboratory is not following its quality documents or SOPs, the Contract may be terminated, at the sole discretion of MDH DWP (unless written notice is given to DWP and approved prior to initiation of any change).

Laboratory must meet the required qualifications outlined in this Scope of Work. Laboratory will notify MDH DWP within 24 hours if there are changes in Accreditation status, designated contacts, major modifications to standard operating procedures and quality manuals/documentation, needed use of contingency plans, courier service outages or concerns with capabilities.

Inspection of Facility by MDH DWP: The State reserves the right to inspect/audit the Laboratory equipment inventory, facility, and records at any time during the life of the Contract. MDH DWP will provide advanced notice if an onsite assessment is needed for cause, complaint(s) or to evaluate the performance of the contract laboratory for the work performed to meet this Scope of Work. The Laboratory must provide MDH DWP reasonable access to relevant areas of the laboratory during normal business hours.

Exhibit D: Pricing Section.

1.1. Mileage, Per Diem and Lodging.

- 1.1.1. Per Diem and Lodging expenses will only be paid by the State if the Contractor meets all three of the following conditions.
 - The Contractor has received prior written approval for the Mileage, Per Diem and Lodging expenses from the State's authorized representative.
 - The State's designated sampling site(s) are greater than 50 miles from the Contractor's closest facility.
 - The Contractor is in overnight status as approved by the State's authorized representative.
- 1.1.2. Mileage and Per diem charges are dictated by the current State Commissioner's Plan posted at time the Work Plan is executed at [commissioners-plan / Minnesota Management and Budget \(MMB\) \(mn.gov\)](#)
- 1.1.3. Mileage will only be covered if the Contractor's place of business is greater than 50 miles from the sampling site where the work is to be performed.
 - 1.1.3.1. The estimated mileage must be approved by the State's authorized representative prior to the work being performed.
 - 1.1.3.2. The Contractor does not need to be in "overnight status" to invoice the mileage.
- 1.1.4. Mileage calculations are measured from the Contractor's Office or closest facility to the sampling site where work is to be performed. Google Maps will be used to determine distance.
- 1.1.5. Mileage is only paid for miles in excess of 50 miles.
- 1.1.6. The Contractor may only charge for the actual costs incurred up to the maximum. The [Commissioner's Plan](#) establishes the maximum mileage and Per Diem amounts.
- 1.1.7. The State may require receipts for any meal reimbursement requested by the Contractor under the provisions of the Contract.
- 1.1.8. Lodging costs shall be reasonable and billed to the State at the actual cost incurred. The paid receipt must accompany the invoice. Hotel and motel accommodations provided that the Contractor exercise good judgment in incurring lodging costs and that charges are reasonable and consistent with the facilities available. The project manager must approve any lodging charges prior to invoicing by the Contractor.

Contract Include the following Supplements.

Supplement 1: Definitions, Abbreviations and Acronyms

Supplement 2: Represented State Programs

Supplement 3: Closed Landfill Program Sampling Protocol for Monitoring Wells

Supplement 4: Guidance for Per- and Polyfluoroalkyl Substances: Analytical

Supplement 5: Drinking Water Protection Staff Contacts

Supplement 6: Total Coliform Bacteria Replacement Sample Kit

Supplement 7: Federal Requirements (Subpart O)

[Link Additional Supplements 1-7](#)