

**INVITATION FOR BIDS
(IFB)**

IFB # 13-04-LR

Issue Date: December 10, 2012

Title: Polychlorinated Biphenyls Analysis

Commodity Code: 96148

Issuing Agency: Commonwealth of Virginia
Department of Environmental Quality
Attn: Laura Roder, Contract Officer
P. O. Box 1105
Richmond, VA 23218

Using Agency And/Or Location: Department of Environmental Quality
Where Work Will Be Performed:

Period Of Contract: From date of award through June 30, 2013. Renewable based on availability of funds.

Sealed Bids Will Be Received Until 2:00 p.m. on January 7, 2013 For Furnishing The Goods/Services Described Herein And Then Opened In Public.

All Inquiries For Information Should Be Directed To: Laura Roder, Contract Officer, Phone: (804) 698-4196 or E-mail: Laura.Roder@deq.virginia.gov.

IF BIDS ARE MAILED, SEND DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE DELIVERED BY COURIER OR HAND DELIVERED, DELIVER TO: 1st Floor Receptionist Desk, Department of Environmental Quality, Attn: Laura Roder, Contract Officer, 629 East Main Street, Richmond, VA, 23219.

In Compliance With This Invitation For Bids And To All The Conditions Imposed Therein, The Undersigned Offers And Agrees To Furnish The Goods/Services At The Price(s) Indicated In Section VII, Pricing Schedule.

Name And Address Of Firm:

Zip Code: _____

eVA Vendor ID or DUNS Number: _____
Fax Number: (____) _____
E-mail Address: _____

Date: _____
By: _____
(Signature In Ink)
Name: _____
(Please Print)
Title: _____
Telephone Number: (____) _____

PREBID CONFERENCE: An optional prebid conference will be held at 10:00 a.m. on December 20, 2012 at the Virginia Department of Environmental Quality, 629 East Main Street, Richmond, VA 23219. (Reference: Section III herein). Teleconferencing will be made available to potential bidders who are unable to attend the prebid conference in person. Contact Laura Roder at (804) 698-4196 by December 19, 2012 for the conference call number. If special ADA accommodations are needed, please contact Laura Roder at (804) 698-4196 by December 17, 2012.

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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I. PURPOSE:

The purpose for this Invitation for Bids (IFB) is for the Virginia Department of Environmental Quality (VDEQ) to solicit sealed bids to establish a contract with a single laboratory for the provision of analyzing Polychlorinated Biphenyls (PCBs) using the Environmental Protection Agency's (EPA) Method 1668. The contract will be for a six-month period with the option of four (4) one year renewals.

II. SCOPE OF WORK:

For each contract period, the contractor shall perform PCB analysis for up to 100 samples, of which up to 10 may consist of sediment samples. Water samples will comprise the majority and shall consist of whole water PCB analysis. Up to 5% of the samples shall consist of Quality Assurance (QA) samples including trip blanks and duplicate samples. PCB analysis shall be conducted in accordance with EPA Method 1668 using High Resolution Gas Chromatography/High Resolution Mass Spectrometry. Method 1668, Version C is preferred (EPA-820-R-10-005, April 2010). The method shall also adhere to requirements included in the Delaware River Basin Commission (DRBC) protocol (see Attachment A). To minimize cross contamination, VDEQ samples shall be processed, extracted, and analyzed independent of non-VDEQ PCB samples and, when feasible, samples shall be managed in batches of 20.

Prior to award, if requested, the bidder shall provide a copy of their Standard Operating Procedure (SOP) and Quality Management Plan (QMP) to the VDEQ Contract Administrator. With the reduction or elimination of interfering compounds and background contamination, the Method Detection Limits (MDLs) and the Minimum Levels (MLs) presented in Method 1668C can be significantly improved upon. As part of this IFB, the bidder shall provide the following: 1) supporting examples of technical procedures used to attain low level MDLs (< 5 pg/L) and MLs (< 10 pg/L) as applicable to the majority of PCB congeners, 2) a minimum of three individual results of actual field derived, water-based samples with PCB congener specific data, and 3) evidence that the laboratory's method blank contamination routinely meets the requirements of Appendix A, Attachment 1 of this IFB. PCB results included in 2 above should be submitted in the Electronic Data Deliverable (EDD) format specified in Appendix B, Table 1 of this IFB. To meet the requirements of 3 above, at least ten (10) individual method blank results should be submitted as both Total PCBs (tPCB) and in the congener specific EDD format. If deemed necessary, the contractor shall agree to allow a QA audit of their laboratory by an authorized agent of VDEQ at any time after an award has been made, following advance notice.

Samples will be collected by VDEQ field crews using two different approaches for water based samples.

- The majority of samples will consist of a single water sample containing a volume that approximates 2+L. The contractor shall provide up to 100 "PCB free" sample containers for these samples (one sample per container). The exact number of containers will be specified once a contract is in place.
- The second approach is based on a design to address PCBs in regulated stormwater. As such, several individual grab samples are to be collected over the duration of a storm

event at each site. One liter “PCB free” sample containers used for this effort have already been procured by VDEQ. To minimize potential field borne contamination, smaller volume samples (~1L) collected during the storm events will be submitted to the contractor for compositing within the laboratory under clean conditions. These samples are referred as “manual composites”. Up to five, four liter (4L) samples contained in 4L “PCB free” amber jugs are also part of this effort, but will not require compositing. Final sample volumes shall be in the 2-4L range and shall be extracted without serial extraction process.

- VDEQ may have the need to collect and analyze sediment samples. VDEQ will provide certified clean 16 oz. wide mouth containers when these samples are collected.

VDEQ will ship samples to the contractor such that the 1 year holding time will not be exceeded prior to performing the PCB analysis. The contractor shall adhere to strict sample tracking procedures to ensure samples are handled in an expeditious manner. Details of the tracking procedures shall include, at a minimum, immediate notification of shipment arrival (within 24 hours) followed by an electronic listing of the samples received and their condition.

Results for each individual analysis shall be reported in an electronic spreadsheet format that adheres to Appendix B. The contractor shall provide an EDD format consisting of a Comma Separated Value file (.csv). Upon compiling the aforementioned electronic information, an “Analytical” EDD .csv file and the “hard copy” data report (.pdf file) should be copied to a CD-ROM and submitted to the VDEQ Contract Administrator.

All PCB analyses and reporting must be completed within 45 days of receiving the last sample that comprises a batch of 20. Reporting consists of the EDD and .pdf reports mentioned above. The number of samples in the final batch will be dependent on the total number of samples analyzed for the contract period.

Per Virginia Code 1VAC30-46, laboratory accreditation shall be required before any environmental analyses performed by a commercial environmental laboratory may be used for the State Water Control Law §62.1-44.2 et seq. of the Code of Virginia. The accreditation must be given by Virginia’s Division of Consolidated Laboratory Services (DCLS). The accreditation program operated by DCLS is commonly called the Virginia Environmental Laboratory Accreditation Program (VELAP). For purposes of this solicitation, VDEQ requires all bidders to have VELAP certification upon submission of their bid. Laboratory certification information is available via e-mail at Lab_Cert@dgs.virginia.gov and on the VELAP webpage at: <http://www.dgs.virginia.gov/DivisionofConsolidatedLaboratoryServices/Services/EnvironmentalLaboratoryCertification/tabid/1059/Default.aspx>.

References:

U.S. EPA 2010. Method 1668, (Revision C): Chlorinated Biphenyl Congeners in Water, Soil, Sediment, and Tissue by HRGC/HRMS. Office of Water. EPA-820-R-10-005.

III. PREBID CONFERENCE – OPTIONAL

An optional prebid conference will be held at 10:00 a.m. on December 20, 2012 at the Virginia Department of Environmental Quality, 629 East Main Street, Richmond, Virginia 23219. Teleconferencing will be made available to potential bidders who are unable to attend the prebid conference in person. Contact Laura Roder at (804) 698-4196 by December 19, 2012 for the conference call number. The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a bid, bidders who intend to submit a bid are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

IV. GENERAL TERMS AND CONDITIONS:

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under “Vendors Manual” on the “Vendor” tab.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their bid, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING: By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS: By submitting their bid, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United

States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs: Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

I. CLARIFICATION OF TERMS: If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should

be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 2. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

- K. PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or

- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. TAXES: Omitted.

R. USE OF BRAND NAMES: Omitted.

S. TRANSPORTATION AND PACKAGING: Omitted.

T. INSURANCE: By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis

prohibited by state law relating to discrimination in employment or because the bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- X. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

- a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.

- d. For orders issued July 1, 2013 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

Y. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

Z. SET-ASIDES: This solicitation is set-aside for DMBE-certified small business participation only when designated “SET-ASIDE FOR SMALL BUSINESSES” in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids.

AA. BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders shall state bid prices in U.S. dollars.

BB. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

V. SPECIAL TERMS AND CONDITIONS:

A. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

- B. AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- C. AWARD:** The Commonwealth will make the award(s) on grand total basis to the lowest responsive and responsible bidder. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
- D. BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 90 days. At the end of the 90 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- E. BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.
- F. CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- G. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract will result in (1) purchase order with the eVA transaction fee specified below assessed for each order.
- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
 - c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
 - d. For orders issued July 1, 2013 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.

- (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

H. IDENTIFICATION OF BID ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed and identified as follows:

From:	<u>January 4, 2013</u>	<u>2:00 p.m.</u>
Name of Bidder	Due Date	Time
	<u>13-04-LR</u>	
Street or Box Number	IFB No.	
	<u>Polychlorinated Biphenyls Analysis</u>	
City, State, Zip Code	IFB Title	

Name of Contract Officer: Laura Roder

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid not contained in the special envelope is mailed, the bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

I. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who

perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

J. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the service category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the service category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

K. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

- A. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders are required to submit a Small Business Subcontracting Plan. Unless the bidder is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

- B. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a monthly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
- C. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a monthly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.
- L. **STATE CORPORATION COMMISSION FORM:** Required of all bidders pursuant to Title 13.1 or Title 50 of the *Code of Virginia*. Complete Attachment D.
- M. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid the identification number issued to it by the State Corporation Commission (SCC). Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid a statement describing why the bidder is not required to be so authorized.
- N. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

VI. METHOD OF PAYMENT:

- A. Unless otherwise specifically requested, the contractor shall submit an invoice within 45 days after completion of the analysis of each batch. The reports specified in the Scope of Work shall accompany their corresponding invoice. The invoice and reports for the final batch shall be due no later than May 15 of each year.

- B. Invoices shall reference the purchase order number and fully detail the services performed.
- C. All invoices shall be sent to:

Department of Environmental Quality
 Attn: Accounts Payable
 P.O. Box 1105
 Richmond, Virginia 23218

- D. The Contractor will receive payment within thirty days of receipt of an accurate and complete invoice as approved by the VDEQ Contract Administrator.

VII. PRICING SCHEDULE: The bidder shall provide sample bid costs as follows:

<u>PCB Analysis</u>	<u>Estimated #of Samples</u>	<u>Unit</u>	<u>Unit Price Per Sample</u>	<u>Total</u>
Water	90	ea	\$ _____	\$ _____
Sediment	10	ea	\$ _____	\$ _____
GRAND TOTAL				\$ _____

The distance from Richmond to the bidder’s location and the cost of sample delivery/shipping will be a consideration during the evaluation of the bids. We request that each bidder, independent from their bid price for analytical services, provide an estimated shipping cost for the Next Day Delivery/Overnight Air service for a hypothetical standard shipment from Richmond, Virginia to their location, and for the return of the shipping container to Richmond via ground delivery.

The standardized sample shipment would consist of a single shipping container (15” x 15” x 26”) of samples weighing approximately 65 pounds, and the returning container would weigh approximately 20 pounds, including shipping materials. Shipping containers are returned to our location via UPS ground delivery.

Estimated Shipping Cost for a Single Standardized Shipment \$ _____

During the evaluation of bids, the estimated shipping cost for a single standardized shipment will be added to the bid prices for analytical services, and the contract awarded based on the lowest estimated cost to our agency. **It should be understood that shipping costs should not be included in the bid price; DEQ will pay shipping costs for sample delivery and for the return of shipping containers via ground delivery.**

VIII. ATTACHMENTS: List all applicable attachments with a brief statement on their purpose.

- A. Analytical Quality Control Requirements** – Summary of the analysis quality control requirements for PCBs using EPA Method 1668.
 - Appendix A – Attachment I (Method Blank Contamination Rules)
 - Appendix A – Attachment 2 (Estimated Detection Limit)
 - Appendix A – Attachment 3 (Data Qualifiers)
 - Appendix B [Reporting Requirements for Analytical (PCB) Data Generated Using EPA Method 1668C]
 - Appendix B – Table 1 (Electronic Data Deliverables for Analytical Information)
 - Appendix B – Attachment 1 (Reporting Rules for Coeluting Congeners)

- B. Vendor Data Sheet** - Bidder to provide contact information, number of years in business and four (4) references.

- C. Small Business Subcontracting Plan** - Bidder to document the firm’s certification as a small business by the Department of Minority Business Enterprise (DMBE) or plans for utilizing DMBE-certified small businesses as subcontractors in the performance of this contract.

- D. State Corporation Commission Form** – Bidder to provide information on registration with the State Corporation Commission.

Analytical Quality Control Requirements Attachment A

This document provides a summary of the analysis quality control requirements for Polychlorinated Biphenyls (PCBs) by employing EPA Method 1668 for Virginia’s Total Maximum Daily Load (TMDL) source identification studies. Project specific requirements stated in this QC summary must be met to ensure high quality data.

With the reduction or elimination of interfering compounds and background contamination, the Method Detection Limits (MDLs) and the Minimum Levels of quantitation (MLs) presented in Method 1668 can be significantly improved upon. The approach described below follows that developed and implemented by the Delaware River Basin Commission (DRBC), which requires attainment of MDLs of ≤ 5 pg/L and MLs of ≤ 10 pg/L, both on a congener specific basis.

Quality Control Item	Requirements	Acceptance Criteria	Corrective Action
Aqueous and Solid Sample Extraction and Cleanup	<p>Extraction and cleanup of the sample shall use one of the techniques described in EPA Method 1668C.</p> <p>Aqueous:</p> <ul style="list-style-type: none"> • The entire contents of the 2 – 4 L sample volume must be extracted (do not separate solids if greater than 1% as described in Section 11.5 of the Method 1668C- extract the sample as is). The exact volume extracted must be documented and used in calculation of the sample concentration. All spike additions must be added to the 2-4 L bottle containing the sample prior to extraction. • Samples for “Manual composites” shall be combined under clean conditions and spiked once combined. • The contracted laboratory should be able to accommodate sample volumes in the range of 2-4 L (Note: the method utilizes extraction of 1-L of aqueous sample while the DRBC protocol uses 2-L). Serial extraction of a larger sample is not desired. <p>Solid:</p> <ul style="list-style-type: none"> • Methods for preparation, extraction and cleanup for soil or sediment shall adhere to the method sections 11 – 13. <p>All sample extracts will be concentrated to a final vol. of 20 ul.</p>	<ul style="list-style-type: none"> • Method blanks, OPR samples, labeled surrogate recoveries, field blanks or other QC samples must be processed identically to the samples including the same extract cleanups. 	<ul style="list-style-type: none"> • Contact VDEQ for guidance if the sample size or matrix does not allow these conditions to be met.

Quality Control Item	Requirements	Acceptance Criteria	Corrective Action
Retention Time/Calibration	<ul style="list-style-type: none"> This project requires the use of the SPB-octyl column or comparable column. Each diluted individual congener solution (Section 7.10.2.1.2 of the method) is injected to establish the beginning and ending retention times for the scan descriptions in Table 7. The diluted combined 209-congener solution is injected (Section 7.10.2.2 of the method). 	<ul style="list-style-type: none"> The absolute retention time (RT) of CB 209 must exceed 55 minutes on the SPB-octyl column or comparable specification on an alternate column. The RT and relative RT (RRT) for all congeners must be within the windows in Table 2 of the method and the column performance specifications in Sections 6.9.1-6.9.1.2 of the method must be met. 	<ul style="list-style-type: none"> If the absolute RT of CB 209 does not meet criterion, the GC temperature must be adjusted and the test repeated until the minimum RT criterion is met. Adjust chromatographic conditions and scan descriptors until all criteria are met. <p>NOTE: Laboratories with newer injection technology such as Electronic Pressure Control (EPC) may render the RT requirement for CB 209 obsolete. The RT and RRT for all congeners and co-eluting congeners must be documented at the same frequency as stated in this section for systems using EPC.</p>
Mass Spectrometer Resolution	<ul style="list-style-type: none"> The instrument is tuned using perfluorokerosene (PFK, or other reference material). Static resolving power checks must be performed at the beginning and at the end of each shift. 	A minimum resolving power of 1,000 for a significant PFK fragment in the range of m/z 300-350. The deviation between the exact m/z and the theoretical m/z (Table 7 - method) for each exact m/z monitored must be < 5 ppm.	Any problems must be corrected before analyses can proceed. Any samples in the previous shift that may be affected by poor resolution must be reanalyzed.
Ion abundance ratios and signal-to-noise (S/N) ratios	The low calibration standard concentration for this project shall be 0.5 ng/ml.	The mass spectrometer must be adjusted and this test repeated until the m/z ratios fall within the limits specified. If the adjustment alters the resolution of the mass spectrometer, resolution must be verified prior to repeating the test.	The mass spectrometer must be adjusted and this test repeated until the m/z ratios fall within the limits specified. If the adjustment alters the resolution of the mass spectrometer, resolution must be verified prior to the repeat of the test.

Quality Control Item	Requirements	Acceptance Criteria	Corrective Action
Initial Calibration	<p>Established initially and when calibration verification fails criteria. Per the method, calibration is performed by isotope dilution and internal standard.</p> <ul style="list-style-type: none"> • Calibration by isotope dilution is performed at a minimum of 5 (6 may be used) concentration levels for each of the toxic/level of chlorination (LOC) congeners (refer to Table 3 of the method). • The low calibration standard concentration for this project is 0.5 ng/ml. • Calibration by internal standard is performed for each native congener for which a labeled congener is not available, the labeled toxics/LOC/window-defining congeners, and the labeled cleanup congeners. For the native congeners, calibration is performed at a single point using the CS-3 standard. For the labeled congeners, calibration is performed using the data from the 5 (or 6) points in the calibration of the toxics/LOC congeners. 	<ul style="list-style-type: none"> • %RSD\leq20% among relative response (RR) for each native toxic/LOC congener in order to use the average RR (as calculated in Section 10.4.2 of the method). Otherwise, the complete calibration curve for that congener must be used over the calibration range. • Meet performance criteria specified in Table 6 of the method. 	<p>%RSD\leq20% among relative response (RR) for each native toxic/LOC congener in order to use the average RR (as calculated in Section 10.4.2 of the method). Otherwise, the complete calibration curve for that congener must be used over the calibration range.</p>
Calibration Verification	<p>Performed at the beginning of each 12-hour shift during which analyses are performed. • The CS-3 calibration verification (VER) standard and the diluted combined 209 congener solution are analyzed.</p>	<ul style="list-style-type: none"> • The m/z abundance ratios for all congeners must be within the limits in Table 8. • The GC peak representing each native CB and labeled compound in the VER solution must be present with a S/N ratio of at least 10. • The concentration of each compound must be within the limit in Table 6 of the method. 	<p>Adjust system, if necessary, and recalibrate. Criteria must be met before sample, blank, IPR, and OPR analysis may begin.</p> <ul style="list-style-type: none"> • If the adjustment alters the resolution of the mass spectrometer, resolution must be verified prior to the repeat of the verification test.

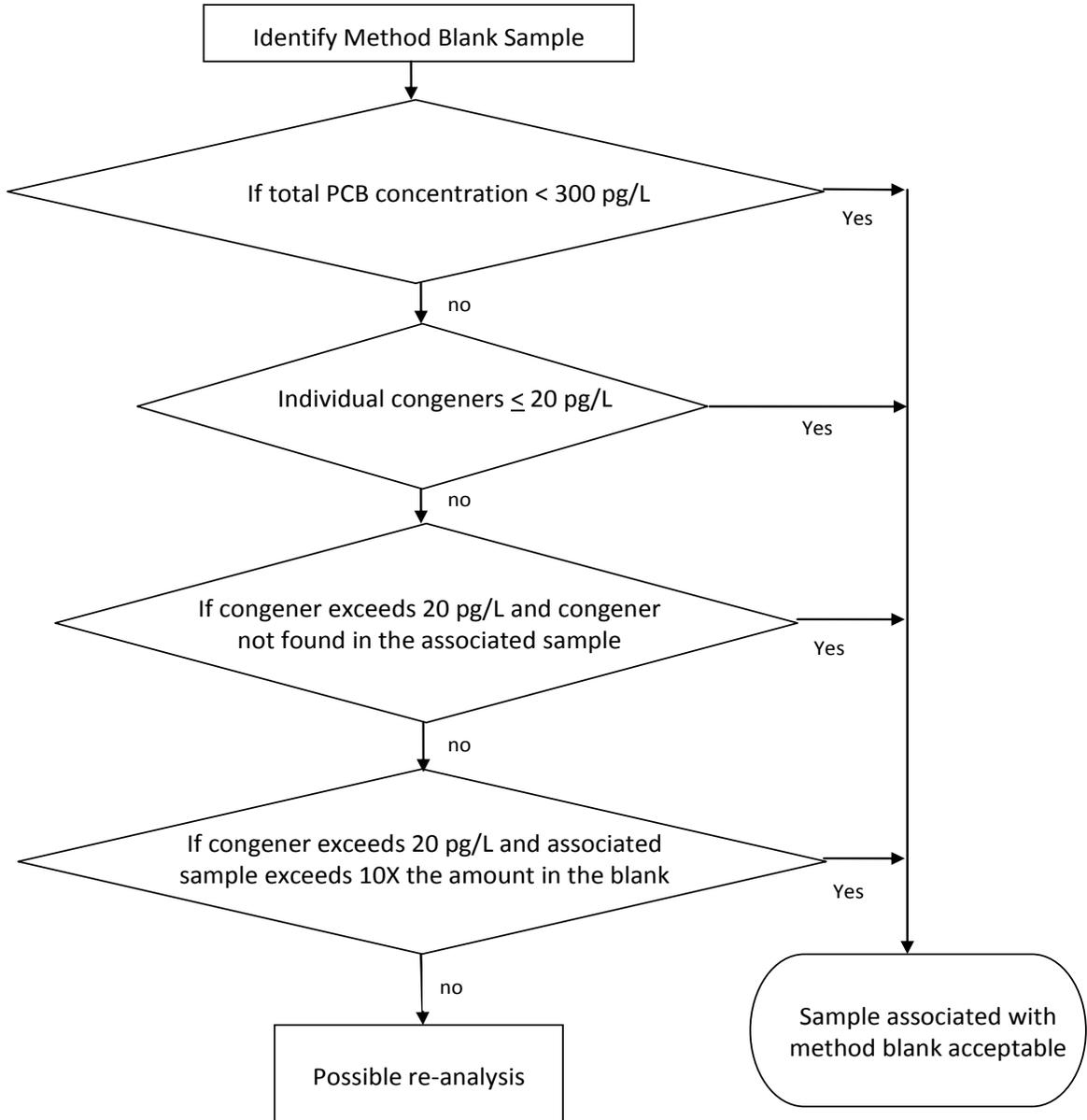
Quality Control Item	Requirements	Acceptance Criteria	Corrective Action
Retention Times	<p>The use of the SPB-octyl or comparable column is required.</p> <ul style="list-style-type: none"> Retention times are verified using the calibration verification analysis. Co-eluting congeners must be reported according to the scheme defined in the Qualifier Codes for the project. 	<p>The absolute RTs of the labeled toxics/LOC/window-defining standard congeners in the verification test must be within ± 15 seconds of the respective RTs in the calibration.</p> <ul style="list-style-type: none"> The RRTs of the native CBs and labeled compounds in the verification test must be within their respective RRT limits in Table 2 of the method. 	<p>Adjust system or replace GC column and repeat the verification test or recalibrate.</p> <p>(See previous note concerning GC systems with EPC.)</p>
GC Resolution and minimum analysis time	<p>As part of calibration verification, the diluted combined 209-congener solution is analyzed.</p>	<p>The resolution and minimum analysis time specifications in Sections 6.9.1.1.1 and 6.9.1.1.2 must be met for the SPB-octyl column. If an alternate column is used, specifications similar to the above sections must be developed and be functional.</p>	<p>Adjust GC analysis conditions until the specifications are met, or the column must be replaced and the calibration verification tests repeated or the system recalibrated. (See previous note concerning GC systems with EPC.)</p>
Ongoing precision and recovery (OPR)	<p>Prepared with each batch of samples (samples started through the extraction process on a given 12-hour shift, to a maximum of 20 samples).</p> <ul style="list-style-type: none"> Analyzed prior to the analysis of samples from the same batch. 	<p>The recoveries of the toxic/LOC CBs must be within the OPR limits given in Table 6 of the method.</p>	<p>If any individual concentration falls outside of the range, the extraction/concentration processes are not being performed properly. The problem must be corrected and the sample batch must be re-prepared, extracted, and cleaned up and the OPR test repeated.</p>
Method Blank	<p>Prepared with each batch of samples (samples started through the extraction process on a given 12-hour shift, to a maximum of 20 samples).</p> <ul style="list-style-type: none"> Analyzed prior to the analysis of samples from the same batch immediately following the analysis of the OPR. The reference matrix must simulate, as closely as possible, the sample matrix under test. When a reference matrix that simulates the sample matrix under test is not available, reagent water can be used to simulate water samples; playground sand or white quartz sand can be used to simulate soils. 	<p>Method blanks must meet the decision rules specified in Attachment 1 of this Analytical Quality Control Requirements document (i.e., Appendix A).</p>	<p>If the method blank acceptance criteria are exceeded, analysis of samples must halt until the source of background contamination is eliminated or reduced. All samples must be associated with an acceptable method blank before the results for those samples may be reported, or the specific conditions preventing the ability to achieve the method blank acceptance criteria should be discussed with the client.</p>

Quality Control Item	Requirements	Acceptance Criteria	Corrective Action
Labeled Toxics/LOC/window defining standard spike	All samples must be spiked with labeled compounds to monitor method performance. The spiking of the extraction standards must occur prior to extracting the sample. The addition of the cleanup standards must occur before the fractionation, while the addition of the injection standards is conducted prior the GC/MS analysis.	The recovery of each labeled compound shall be within the limits in Table 6 of the method.	If any labeled compound falls outside of limits, method performance is unacceptable for that compound in that sample. Additional cleanup procedures must be employed to attempt to bring the recovery within the normal range. If the recovery cannot be brought within the normal range after all cleanup procedures have been employed, water samples are diluted or smaller amounts of sludge/sediment is analyzed.
Qualitative/ Quantitative Issues	<p>Identification of a CB or labeled compound in a standard, blank or sample occurs when all criteria are met.</p> <ul style="list-style-type: none"> • Report results for all 209 PCB congeners adhering to the IUPAC nomenclature. • Report results according to specified Electronic Data Deliverable (EDD) found in Appendix B (Reporting Requirements for Analytical (PCB) Data Generated Using EPA Method 1668C). Coeluting congeners shall be reported in accordance to the rules specified in Appendix B, Attachment 1. • Report results using data qualifying flags as included in Appendix A, Attachment 3. 	<p>The signals for the two exact m/z's in Table 7 must be present and must maximize within the same two scans.</p> <ul style="list-style-type: none"> • The S/N for the GC peak at each exact m/z must be ≥ 2.5 for each CB detected in a sample extract, and ≥ 10 for all CBs in the calibration and verification standards. • The ratio of the integrated areas of the two exact m/z's specified in Table 7 must be within the limit in Table 8, or within $\pm 15\%$ of the ratio in the midpoint (CS3) calibration or VER, whichever is most recent. • The RRT of the peak for a CB must be within the QC limits specified in Table 2, or if an alternate column type is employed, within its respective RRT QC limits for the alternate column. • With congener overlap and the potential for interfering substances, it is possible that all identification criteria above may not be met. It is also possible that loss of one or more chlorines from a highly chlorinated CB may inflate or produce a less-chlorinated CB that elutes at the same retention time. If identification is ambiguous, an experienced spectrometrists must determine the presence/absence of the CB. 	<p>Congeners that are not detected are to be reported to the sample specific Estimated Detection Limit (EDL). EDLs must be calculated as described in Attachment 2 of this Appendix.</p> <ul style="list-style-type: none"> • Minimum Levels (MLs) or reporting levels must be calculated as described in Attachment 2 of this Analytical Quality Control Requirements document (i.e., Appendix A). • If a peak does not meet the qualitative identification criteria (most commonly the ion abundance ratio criteria), the quantitative result for that congener must be reported as an Estimated Maximum Possible Concentration (EMPC).

Appendix A

Attachment 1

Method Blank Contamination Rules



Appendix A

Attachment 2

Estimated Detection Limit

For analyte 'x', the EDL is calculated by the following formula:

$$EDL_x = 2.5 \cdot \frac{(Na \cdot Qis \cdot Rah)}{(Ais \cdot RRF \cdot wv)}$$

Where: Na = Analyte peak to peak noise height.

Qis = Concentration of internal standard.

Rah = Area of Height Ratio

Ais = Area of internal standard

RRF = initial calibration average relative response factor for the congener of interest.

wv = sample weight/volume.

2.5 = Minimum signal to noise ratio.

Noise calculations are to be taken from the discrete sections of the chromatogram rather than the entire chromatogram for mass descriptor. No peak smoothing of the chromatogram is to be undertaken. Peak identification is to be conducted on the raw chromatogram.

Estimated Minimum Level (ML)

For analyte 'x', the ML is calculated by the following formula:

$$ML_x = (1000 \text{ pg/ng}) \cdot (0.5 \text{ ng/mL}) \cdot (0.02 \text{ mL})/2 \text{ L} = 5 \text{ pg/L}$$

Where: 1 ng/mL = low calibration standard

0.02 mL = sample extract volume

2 L = sample volume

The method sensitivity is not limited by the instrumentation but rather by interferences present in the sample or background PCB contamination levels. Decision rules have been established to minimize the impact of congener specific background contamination (see Attachment 1). If background contamination exceeds the established thresholds and compromises the results, it will be necessary to reanalyze a duplicate effluent sample once background contamination has been controlled.

Appendix A
Attachment 3

Data Qualifiers

Qualifier Flag		Description
J	-----	The reported result is an estimate. The value is less than the minimum calibration level but greater than the estimated detection limit (EDL).
U	-----	The analyte was not detected in the sample at the estimated detection limit (EDL).
E	-----	Exceeds calibration range.
D	-----	Dilution data. Result was obtained from the analysis of a dilution.
B	-----	Analyte found in sample and associated blank.
C	-----	Co-eluting congener.
Cxx	-----	Co-elutes with the indicated congener, data is reported under the lowest IUPAC congener. 'Xx' denotes the IUPAC number with the lowest numerical designated congener.
NR	-----	Analyte not reported because of problems in sample preparation or analysis.
V	-----	Surrogate recovery is not within method control limits.
X	-----	Results from reinjection/repeat/recolumn data.
EMPC	-----	Estimated maximum possible concentration. Indicates that a peak is detected but did not meet all the method required criteria.

Appendix B

Reporting Requirements for Analytical (PCB) Data Generated Using EPA Method 1668C

Objective

The data reporting guidelines presented in this Standard Operating Procedure (SOP) are to ensure PCB results generated with U.S. EPA Method 1668C are electronically submitted to the Department of Environmental Quality (VDEQ) with consistent content and format. Congener specific PCB data are to be generated based on uniform sample collection and analytical requirements.

Electronic Data Deliverables (EDDs)

Data shall be delivered to VDEQ in two electronic data formats to address aqueous PCB sample analysis. For the first reporting format, an Electronic Deliverable Data (EDD) files is required and includes an “*Analytical Results*” file. Descriptive information for this file can be found in Tables 1 below and is available for download from the VDEQ TMDL website (<http://www.deq.virginia.gov/Programs/Water/WaterQualityInformationTMDLs/TMDL/PCBTMDLs.aspx>). The file consists of an Excel spreadsheet and includes data fields with embedded formatting rules and tabs for providing formatting definitions for each field. The contractual laboratory must deliver analytical results which adhere to the formatting guidelines specified in the “Analytical_Results” EDD file as Comma Separated Value (*.csv) files.

In addition to the three EDD tables, it is also requested that an electronic “hard copy” data report be provided to VDEQ by the analytical laboratory generating the PCB data. The framework for this report, for which the order of presentation and content are provided below, partly mimics the US EPA Contract Laboratory Program Statement of Work (CLP SOW). The report is to be submitted in PDF format and shall include the following:

1. Cover Letter or Letter of Transmittal signed by the laboratory manager.
2. Sample Delivery Group (SDG) Narrative.
 - a. Laboratory name.
 - b. SDG number.
 - c. Field identification and laboratory identification numbers for samples.
 - d. Extraction method.
 - e. Detailed documentation of any quality control, sample shipment, and/or analytical problems encountered in processing (preparing and analyzing) and corrective actions taken for the samples reported in the data package.
 - i. Include a glossary of qualifier codes used in the SDG.
 - ii. Include technical and administrative problems encountered, corrective actions taken and method of resolution, and an explanation of all flagged edits on quantitation reports.
 - f. The SDG narrative must be signed and dated by the laboratory manager or other appointed laboratory personnel that reviewed and approved the release of the data.

3. Field Chain-of-Custody Records and Sample Receipt Documentation Log
Copies of field Chain-of-Custody Records for all samples within the SDG must be included in the deliverables. Upon receipt at the laboratory, a description of the condition and temperature for samples from each cooler must be provided.
4. HRGC/HRMS PCB Data
 - a. Quality Control (QC) Summary with qualification or identification of compounds not meeting the criteria (applies to each sample batch and includes the submission of all PCB congener data).
 - i. Method Blank Analysis Summary
 - ii. Ongoing Precision and Recovery (OPR) Summary
 - iii. Duplicate Precision Summary
 - iv. Instrument Calibration Information (Initial and Continuing)
 1. Example calculation
 2. Information should be retained at the laboratory and only to be submitted if requested.
 - b. Sample Data
 - i. Analytical results summary (raw data) with reported concentrations and qualifiers.
 1. Use coeluting congener rules specified in Attachment 1.
 2. Includes homolog data summary.
 - ii. Estimated Method Detection Levels (EMDLs), Estimated Minimum Levels (MLs), and concentration of target analytes (provide example calculations as to how derived).
 - iii. Compound/Peak relative retention times (RRTs), peak co-elution information, ion abundance ratios (retained at laboratory and only to be submitted if requested).

Data Submission

Upon compiling the aforementioned electronic information, the EDD Excel file and the “hard copy” data report (.pdf file) should be copied to a CD-ROM. All CD-ROMS shall be submitted to the VDEQ Contract Administrator.

Table 1. Electronic Data Deliverables for Analytical Information

DATA FIELDS	FORMAT	DEFINITION
Sample_ID	ALPHA NUMERIC	Sample ID from Chain of Custody
Lab_Sample_Id	TEXT	Laboratory Identification to be provided by Lab
Laboratory Name	TEXT	Name of Laboratory to be provided by Lab
Sample_Matrix	TEXT	(LOOKUP TABLE) Sample Matrix must match sample matrix from Chain of Custody. Water = water based sample including dissolved and suspended particulate fraction, Sediment = solids which are collected sub-aqueously, Soil = soils which are collected sub-aerially; sludge = solids collected from the WWTP process
Percent_Moisture	ALPHA NUMERIC	Percentage of moisture content of sample (NA=Not Applicable)
Qc_Code	Lookup	(LOOKUP TABLE) SA = sample, QADU = duplicate, MB = method blank, OPR = spike, MS = matrix spike, MSD = matrix spike duplicate, CCV = cal ver
Sample_Date	DATE (MM/DD/YY)	Sample Date from Chain of Custody
Sample_Time	TIME (HH:MM)	Sample Time from Chain of Custody
Analysis_Perfomed	TEXT	Analysis performed on sample – EPA Method (to be provided by Lab)
Extraction Date	DATE (MM/DD/YY)	Date sample was extracted
Analysis_Date	DATE (MM/DD/YY)	Sample analysis Date (to be provided by Lab)
Analysis_Time	TIME (HH:MM)	Sample analysis Time (to be provided by Lab)
Sample_Size	NUMERIC	Volume or Weight of the sample (To two decimal places)
Size_Units	Lookup	(LOOKUP TABLE) Sample size units (L, mL, uL, g)
Initial_Cal_Date	DATE (MM/DD/YY)	Date the initial calibration was run (to be provided by Lab)
Instrument Id	TEXT	Instrument identification (to be provided by Laboratory)
GC Column Id	TEXT	Gas Chromatograph Column identification (to be provided by the Laboratory- Example SPB-Octyl, DB-1)
Test Type	TEXT	Type of test includes: Initial, Reextraction and Reanalysis, Other
Test Batch Type	Lookup	(LOOKUP TABLE) Lab Batch Type values include “preparatory or analysis”
Batch_ID	TEXT	Batch Id (to be provided by the lab)
Cal_Ver_Lab_Sample_ID	TEXT	Calibration Verification Lab Sample ID associated with the sample (instrument run id to be provided by Laboratory)
Method_blank_lab_sample_ID	TEXT	Method Blank Lab Sample ID associated with the sample (instrument run id to be provided by Laboratory)
Compound	TEXT	Enter Full chemical compound name
IUPAC_PCB_#	TEXT	IUPAC PCB number from Table 1 EPA Method 1668 Revision A. 1999, for labeled analogs identify with “L” Example “3L,”77L”
CAS_#	TEXT	CAS number from Table 1 EPA Method 1668 Revision A. 1999
Concentration Found	NUMERIC	Analyte concentration found
Dilution Factor	NUMERIC	Numeric Dilution Factor applied to extract
UNITS	TEXT	Reporting units (PG/L, PCT_REC, PG/G_DRYWT, NG/ML, etc.)
Data_Qualifiers	Lookup	(LOOKUP TABLE) See Data Qualifier Tab on Spreadsheet
MDL	NUMERIC	Method Detection Limit See MDL Definition Tab on Spreadsheet
Minimum_Level	NUMERIC	Minimum Level as calculated by Lab
Conc_Lower_Limit	NUMERIC	Used for spikes and cal vers to show limits values are in percent recovery
Conc_Upper_Limit	NUMERIC	Used for spikes and cal vers to show limits values are in percent recovery

Appendix B

Attachment 1

Reporting Rules for coeluting congeners

1. If a congener coelutes with another congener, qualify the result with CXXX (where XXX is the lowest numbered target in the coelution). No value will be entered into the concentration field for CXXX.
2. The CXXX designation will be identified in the data qualifier flag column.
3. If the congener is the lowest numbered congener in a coelution, then it will be identified with a C in the data qualifier flag column.

ATTACHMENT B
VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

4. Vendor Information:

eVA Vendor ID or DUNS Number: _____

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

B. Company _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

C. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

D. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

ATTACHMENT C

Small Business Subcontracting Plan

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

Definitions

"**Small business**" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business. (*Code of Virginia, § 2.2-4310*)

"**Women-owned business**" means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. (*Code of Virginia, § 2.2-4310*)

"**Minority-owned business**" means a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals. (*Code of Virginia, § 2.2-4310*)

Bidder Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in Section B.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

- _____ Small Business
- _____ Small and Women-owned Business
- _____ Small and Minority-owned Business

Certification number: _____ Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses that have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					

ATTACHMENT D

STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) registration information. The bidder:

- is a corporation or other business entity with the following SCC identification number: _____ **-OR-**
- is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**
- is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):