

ATTACHMENT H

Subcontracted Analytical Laboratory Services

Analytical testing services procured under this Request for Qualifications will be conducted by Environmental Laboratories accredited by Ecology under chapter 173-50 WAC. In some cases, the Consultant may request, or the laboratory may suggest analyses for which the laboratory may not be accredited, or no accreditation is available or applicable. In such cases, the laboratory must obtain Port approval prior to analysis.

1.0 Turn-Around Times

For the purposes of this RFQ, Turn-Around Time is defined as the time that begins when a sample is received by the laboratory and ends when the final approved deliverables are received by the consultant. The standard Turn-Around Time for samples submitted under all contracts resulting from this RFQ is ten (10) working days. Failure to meet Turn-Around Times may result in delayed payment or rejection of associated invoice charges.

Expedited or “rush” Turn-Around Times are frequently required to meet permit and/or project timelines. The selected Laboratory will offer a schedule of Turn-Around times that at minimum includes 1 day (24 hour), 2 day (48 hour), and 5 day Turn-Around Times. In rare instances, extraordinary turn-around times may be necessary (in the case of a chemical release, construction project impact, or other) that are different from negotiated Laboratory response times. The Port recognizes the importance of special, negotiated surcharges in these instances. These surcharges must be negotiated with the designated Port Project Manager before work proceeds.

2.0 Deliverables

The Environmental Laboratory will generate and submit for each sample batch or sample delivery group complete deliverables consisting of (1) a Data Package in electronic format (unless a hardcopy is specifically requested), and (2) an Electronic Data Deliverable (EDD). All deliverables will be submitted simultaneously to the Consultant Project Manager, Port Project Manager and Port Data Manager, or designee within the requested Turn-Around Time, will be free from error, discrepancy, or corruption, and will be certified as meeting Lab QA/QC criteria. All files submitted in electronic format (documents, spreadsheets, images, data files) will be scanned and certified virus free by industry standard anti-virus software prior to delivery.

2.1 Data Package

The electronic data packages will be submitted in Adobe Acrobat© format, contain bookmarks for each distinct section to facilitate document navigation, and be compatible with Optical Character Recognition.

The data package will be of sufficient content and detail such that third party validation and/or verification can be performed without additional information being provided by the laboratory. The Data Package will include at minimum:

1. Project-specific case narrative documenting any analyst observations, analytical irregularities or non-compliance
2. Copy of the Chain of Custody form and laboratory sample log-in form

3. Environmental sample and method blank analytical result summaries
4. Analytical result summaries for re-analysis and/or dilutions (if analyzed)
5. Instrument blank summaries, as appropriate per method (e.g. inorganics, GC, etc.)
6. Laboratory duplicate relative percent difference (RPD) summary
7. Surrogate recoveries reported (organics)
8. Matrix spikes (MS)/Matrix spike duplicates (MSD) recovery and RPD summary
9. Laboratory control spikes (LCS)/Laboratory control spike duplicates (LCSD) recovery and RPD summary
10. Confirmation results (if appropriate to method)

All associated raw data, including copies of notebook pages, analyst's notes and observations, instrument printouts, calibration data, instrument tuning/performance data, etc will be maintained by the Laboratory and provided upon request for a Full Data Package. The analytical data package is consistent with the USEPA definition of full data packages, and is intended to present the analytical results along with information regarding sample custody, potential contamination, and precision/accuracy.

2.2 Electronic Data Deliverable

The Electronic Data Deliverables (EDDs) will meet Port Analytical Chemistry EDD Specifications (See Attachment A-2: Port Analytical Chemistry EDD Specifications). The selected Laboratory will obtain the latest EDD Specifications and Valid Value List from the designated Port Project Manager prior to submitting EDD to the Port.

3.0 Project Management

The Laboratory will designate a Project Manager that is acceptable to the Port, who will oversee all aspects of analyses performed in support of any contracts resulting from this procurement. Due to the varied nature of the analyses required for Port projects, it is critical that the Laboratory Project Manager understand the Scope of Work requirements, and maintain open and effective lines of communication with the Port. The Laboratory Project Manager will ensure analytical data meet project Quality Assurance/Quality Control requirements, meet Data Quality Objectives, satisfy Port deliverables criteria, and meet requested Turn-Around Time requests. The Laboratory Project Manager will inform the Consultant Project Manager and Port Project Manager of any problems or potential problems as they may occur.

Circumstances may affect the Laboratory's ability to meet turn-around times, achieve detection limit goals, meet QA/QC requirements, or meet other criteria and/or contractual requirements. In these situations, it is the responsibility of the Laboratory Project Manager to immediately inform the designated Consultant Project Manager and Port Project Manager of any such problems, present options, suggest solutions, and endeavor to reach a mutually agreeable solution.

4.0 Corrective Action

Sample reanalysis may be required if analytical results are determined to be out of compliance or do not meet technical acceptance criteria. This scope of work incorporates by reference the "CLP Reanalysis Rules" as defined in the USEPA Contract Laboratory Statement of Work, effective at the time of the contract date. For example; in the following situations, reanalysis would automatically occur at no extra charge:

- Linear range exceeded; sample dilution required

- Profound method blank contamination (method blanks with greater than 5X/10X target compound/analyte RL)
- Profound surrogate recovery problems (multiple surrogates outside the Laboratory established control limits, or one surrogate recovery less than 10%)

MS/MSD sample recoveries outside control limits shall not trigger automatic sample reanalysis. Results from the Laboratory control sample (LCS) shall be evaluated, and if the LCS is in control, no further corrective action is required. If the LCS is also out of control, the source of the problem must be identified and corrected prior to continuing with sample reanalysis.

The Laboratory will identify and discuss the outliers in the case narrative. MS/MSD and/or Laboratory duplicate precision outliers (RPD values) shall not trigger automatic sample reanalysis, provided that a mitigating factor (such as analyte concentration less than 4x the RL, or greater than 4x the spike concentration) exists. The Laboratory will discuss the outliers in the case narrative. Precision or accuracy values outside specified control limits may be solely due to the sample matrix and/or interferences. In this case, additional clean-up steps or special reanalysis may be required.

The Laboratory shall notify the designated Consultant Project Manager or designee within 72 hours of any situation in which sample analysis is “out of control” or “out of compliance”. These events must be documented and communicated in a Non-Conformance Report. In the event of *a serious or significant problem* (as determined by mutual agreement between Port Project Manager and Laboratory Project Manager), further analyses shall not be performed until the problem is corrected, the corrective action(s) completed, and those actions properly documented and closed out. Unexcused failure to notify the Consultant Project Manager within 72 hours of occurrence will result in Port rejection of associated invoice charges.

5.0 Audits

The Port reserves the right to perform directly or by designee a laboratory audit at any time after award of the contract. During an audit, the Laboratory shall provide access to all requested data and documentation related to this SOW. Results of the audit shall be documented, and corrective actions for potential audit findings including schedule and implementation, shall be required of the Laboratory. In addition, on-site inspections, surveillances or technical audits (announced or unannounced), for the purpose of identifying and resolving deficiencies or verifying corrective action, may be performed by the Port at any time during performance of the contract. The Port reserves the right to review the findings of other third party audits such as USEPA, and WDOE that are conducted prior to or during the performance period of the contract. As necessary for auditing or validation purposes, the Port might require the review of proprietary Standard Operating Procedures (SOPs).

In the event the audit identifies the need for corrective actions, the laboratory shall prepare a corrective action Plan including schedule within 30 days of audit receipt, and complete a corrective action report within 30 days of implementation of corrective actions.

6.0 Standard Lab Duties & Expectations

6.1 Per sample charges

The Laboratory shall be paid by the Port for work completed, based upon negotiated per sample charges, including any discounts, at the standard Laboratory turnaround time for draft and final

results. The charges shall be applicable for the term of the contract. Charges are inclusive of all costs including salaries, payroll additives, overhead, fee, materials and any other costs.

6.2 Sample Containers

Laboratory will provide appropriate, pre-cleaned, new sample containers and preservatives at no additional charge to the Port with sufficient extra containers in case of breakage or field decisions (estimated between 10-15% extra containers). Sample containers will be delivered to the location specified as per the Port Project Manager or designee.

6.3 Bottle Washing

The selected Environmental Laboratory will wash and return all original sample containers delivered by the Port, unless otherwise arranged. Washing protocols will comply with methods referenced in 40CRF-136, NPDES guidelines, and “clean metals” techniques of EPA 1669 when applicable. Washing may also include automatic sampler tubing and appurtenances. Washing costs of up to four (4) hours per month shall be incidental to costs for analytical services unless large batches or special needs arise, in which case costs will be negotiated.

6.4 Sample Pick-up/Drop-off

Samples will be picked up at Port facilities, designated sample drop off locations, couriered to the Laboratory facility at the expense of the Laboratory, or delivered to the Laboratory by the Port or Port contracted Consultants.

6.5 Chain of Custody

Chain-of-custody protocol will be followed in strict accordance with approved USEPA requirements. Consultants must use Port-approved Chain of Custody forms.

6.6 Sample Receipt Notification

Sample Receipt Notification must be sent via email to the designated Port project manager no later than 24 hours after receipt of each sample shipment by the Laboratory. Notification will include a copy of the Chain of Custody Form signed by the Laboratory sample receiving personnel, the Laboratory form documenting sample receipt problems, if any, and a schedule of analysis for each sample.

6.7 Analytical methods

Sample analyses will be performed using analytical methods accredited by Ecology under chapter 173-50 WAC, or alternative methods approved by the Port. Instrument performance and maintenance, analyst practices, and analytical methodology will be consistent with USEPA, Ecology, or ASTM protocols.

Where necessary (for example, to achieve lower detection limits), modifications to approved methods are acceptable, provided the Laboratory documents modifications in Laboratory's Standard Operating Procedures, and these modifications do not adversely affect the certification of accreditation specific to that method.

Samples will be analyzed within USEPA technical holding time requirements, and analytical method maximum hold time requirements. The sample technical holding time is defined as the

maximum allowable duration between the sample collection date and the sample analysis date. In some cases, a period of time may be specified between sample collection and sample preparation as well (e.g. preservation, extraction, or digestion). Moisture determination will be performed on all soil samples.

The need for preliminary or draft analytical results may arise as a result of project scheduling, conditions, or other issues. The request for and use of Preliminary analytical results by the Port does not constitute acceptance of the final data.

6.8 Subcontracted Laboratories

The laboratory shall notify the Port and obtain Port approval of any use of subcontracted service. In the event that any analyses are subcontracted to another laboratory for any reason, it is the responsibility of the Laboratory under agreement to the Port to ensure subcontracted Laboratories are accredited by Ecology, all resulting data meets project Data Quality Objectives, subcontracted laboratories meet project-specific Turn-Around Times, and all data resulting from subcontracted analyses is incorporated and included in final project deliverables (data package and EDD).

6.9 Archiving

Sample containers and any remaining sample aliquot, extracts, or digestions will be archived at approved temperatures for a minimum of 60 days from the data report date. Additional archiving may be necessary as directed by the Port Project Manager.

6.10 Disposal of Samples

Sample disposal shall take place only after all analytical results have been accepted, and upon approval by the designated Port Project Manager. Proper disposal of residual samples, extracts, and digestates is the responsibility of the Laboratory. Disposal can only take place with the prior approval of the Port Project Manager.

6.11 Disposal of Extra Materials

Should extra samples be collected during field activities but not analyzed, the Laboratory is responsible for proper disposal of unanalyzed samples.

6.12 Disposal of Unused Samples

Disposal of samples being held by the Laboratory, but not analyzed is a chargeable event. This disposal charge must be defined and negotiated before work proceeds, or the Port may not reimburse the Laboratory.

7.0 Accreditation

Demonstrate WDOE accreditation for analytical methods and certify accreditations will be maintained throughout the term of any contracts resulting from this Request for Qualifications. Please provide copies, or other verification of official WDOE Accreditation Certifications.