



METRO

PEOPLE PLACES

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RFP # 10-1480

ANALYTICAL LABORATORY SERVICES

Parks and Environmental Services

600 N.E. Grand Avenue
PORTLAND, OR 97232
(503) 797-1700

Paul Vandenberg
Principal Planner
(503) 797-1695

paul.vandenberg@oregonmetro.gov

Darin Matthews
Procurement Services
Procurement Officer
(503) 797-1626

darin.matthews@oregonmetro.gov

Notice is hereby given that proposals for RFP #10-1480 for Analytical Laboratory Services shall be received by Metro, 600 N.E. Grand Avenue, Portland OR 972327 until 4:00 p.m., Tuesday, August 18 2009. It is the sole responsibility of the proposer to ensure that Metro receives the Proposal by the specified date and time. All late proposals shall be rejected. PROPOSERS SHALL REVIEW ALL INSTRUCTIONS AND CONTRACT TERMS AND CONDITIONS.

Request for Proposals

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FOR

Analytical Laboratory Services

I. INTRODUCTION

Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals for Analytical Laboratory Services.

Proposals will be due no later than 4:00 p.m. August 18, 2009, in Metro's business offices at 600 NE Grand Avenue, Portland, OR 97232-2736. Details concerning the project and proposal are contained in this document.

II. BACKGROUND / HISTORY OF PROJECT

Metro \ Parks and Environmental Services utilizes contracted analytical laboratory services routinely in support of closure operations at the St. Johns Landfill (SJLF), and management of the Smith-Bybee Wetlands Natural Area, a 2,000-acre urban wetland in north Portland that includes the 240-acre landfill site. SJLF closed in 1991, after which a multi-layer cover system was constructed over all of the buried waste.

Samples typically collected by Metro field staff for analysis include the following:

- Groundwater samples collected 2X per year from a network of 40 monitoring wells, as required by a landfill closure permit issued by the Oregon Department of Environmental Quality (DEQ).
- Stormwater samples collected 4X per year as required by an NPDES permit from DEQ.
- Sediment samples collected 1X per year (from surface waters) per program policies / objectives.

Analyses typically requested for samples collected from among these matrices include the following:

- Conventional indicators of water quality (e.g., total dissolved solids, phosphorus)
- Leachate indicators (e.g., ammonia, chloride)
- Heavy metals (e.g., arsenic, lead)
- Organic constituents (e.g., volatile and semi-volatile compounds, pesticides and PCBs)

III. PROPOSED SCOPE OF WORK / SCHEDULE

Metro is seeking proposals from firms to perform the services described in Appendix B (Scope of Work), including Attachment A (Cost Proposal). The term of the anticipated contract for these services will be three (3) years, with two possible extensions of one year each.

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IV. QUALIFICATIONS / EXPERIENCE

Qualified proposers will have the technical capability, staffing, experience and certification / accreditation needed to provide the services described in the Scope of Work. At a minimum, proposers must be certified under the Oregon Environmental Laboratory Accreditation Program (ORELAP), to perform the analyses listed in Attachment A (Cost Proposal).

V. PROJECT ADMINISTRATION

Metro intends to award one contract to a single firm to provide the specified services. The anticipated contract will be managed by Paul Vandenberg, Principal Planner, Metro \ Parks and Environmental Services.

The Contractor must assure responsibility for any subcontracted work, and shall be responsible for the day-to-day direction and internal management of the project. The Contractor shall have, or be capable of obtaining general liability insurance, business automobile insurance, and workers compensation insurance covering the services to be performed, as shown in the attached Sample Standard Personal Services Agreement (Appendix A). Metro shall be named by the Contractor as an additional insured.

VI. PROPOSAL INSTRUCTIONS

A. Submission of Proposals

Four (4) copies of the proposal shall be furnished to Metro, addressed to:

Darin Matthews
Procurement Services
600 NE Grand Avenue
Portland, OR 97232-2736

B. Deadline

Proposals will not be considered if received after 4:00 p.m., August 18, 2009.

C. RFP as Basis for Proposals:

This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to Darin Matthews at 503-797-1626. Any questions, which in the opinion of Metro, warrant a written reply or RFP amendment will be furnished to all parties receiving this RFP. Metro will not respond to questions received after August 7, 2009.

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D. Information Release

All Proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all Proposers agree to such activity and release Metro from all claims arising from such activity. In Accordance with Oregon Public Records Law (ORS 192), proposals submitted will be considered part of the public record, except to the extent they are exempted from disclosure.

E. Minority, Women and Emerging Small Business Program

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Code provisions 2.04.100, which encourages the use of minority, women and emerging small businesses (MWESB) to the maximum extent practical. Copies of these MWESB requirements are available from the Metro Procurement Office, 600 NE Grand Avenue Portland, OR 97232, (503) 797-1816.

VII. PROPOSAL CONTENTS

The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal.

A. Transmittal Letter (one page): Briefly state understanding of the project. Identify laboratory director and project manager. State that the proposal will be valid for ninety (90) days.

B. Approach/Project Work Plan (6-page limit, excluding resumes and other appendices): Submit written materials that demonstrate qualifications to provide the services described in Appendix B (Scope of Work). Limit these materials to information requested in items 1 through 3 below. Supportive technical information should be included as appendices, where appropriate, and referenced as such.

1. Project Manager / Staffing

Identify the project manager and his/her qualifications. Identify assigned staff (or operating sections) and their respective roles. Include resumes as appropriate, and years of service.

Provide the following information for subcontractors expected to be involved in the project: Name and location of firm; name of primary contact; analyses to be performed, and whether subcontractor will

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perform those analyses routinely or only under special circumstances. (Note that for this purpose, Metro considers different locations of the firm submitting a proposal to be subcontractors.)

2. Experience

List and briefly describe projects conducted over the past three years that involved services similar to those required by the Scope of Work included in this RFP. For each project, provide the following customer information: firm or agency name; primary contact; contact's title and telephone number.

3. Quality Assurance Program

Briefly describe the firm's quality assurance goals, and provide the laboratory's quality assurance program, including the following:

- Accreditation and Certifications
- Most recent audit findings from ORELAP on-site audit
- Summary of Performance Evaluation Results (last two years)
- Summary of Qualifications of Key Personnel
- Description of Equipment and Facilities
- Standard Operating Procedures (for methods quoted)
- Subcontracting Policies and Standards
- Sample Management
- Analytical Quality Control
- Data Generation / Validation / Reporting
- Corrective Actions
- Laboratory Evaluations and Audits
- Ethics Policy
- QA Reports
- Documents and Document Control

- C. Reporting Proposal: Propose procedures for reporting to Metro. Procedures must not include receipt by Metro of any paper (i.e., "hard") copy of reports. Such procedures may involve e-mailing reports, and/or providing access rights to Metro for downloading reports and analytical results from a website.

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Deliverables must include an official report in an Adobe Acrobat format that includes standard identifiers (e.g., project number, sample codes, sample dates), analytical results, QC results, chain-of-custody, and sample log-in receipts. In addition to the official report, analytical results must be provided in a Microsoft Excel or Microsoft Access format, and each record must include the following fields, at a minimum: sample ID, sample collection date, analytical method, analyte, test result, unit of measure, method reporting limit, and qualifier. The information provided in this format is expected to be consistent with the official report.

- D. Cost Proposal: Using the Cost Proposal Form (Attachment A), enter analyte unit prices in the “Unit Price Year 1” column, for each analyte listed. Unit pricing should reflect all costs associated with the analyses performed, including administration, labor, supplies, equipment operation and maintenance, container preparation and shipment, sample pickup, and subcontractor fees. At the top of the form, enter unit price multipliers (i.e., inflation factors) for “Unit Price Year 2” and “Unit Price Year 3”, respectively, of the contract term. Note that upon entering unit prices for each analyte in the Year 1 column, and multipliers for years 2 and 3 at the top, the unit prices for years 2 and 3, as well as all cost totals, will be automatically computed and entered via embedded formulas. Provide a completed Cost Proposal form on a readable compact disk, along with the proposal hard copy. (Note: The Cost Proposal form is available in an Excel format at Metro’s website: www.oregonmetro.gov, under the “Doing Business” section, “Requests for Bids and Proposals.”)
- E. Exceptions and Comments: To facilitate evaluation of proposals, all responding firms will adhere to the format outlined within this RFP. Firms wishing to take exception to, or comment on, any specified criteria within this RFP or standard Personal Services Agreement are encouraged to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized.

VIII. GENERAL PROPOSAL / CONTRACT CONDITIONS

- A. Limitation and Award: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Metro shall pay Contractor within 30 days of receipt of an approved invoice. Any corrections required on invoices submitted to Metro (e.g., unit pricing inconsistent with the

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Scope of Work), including re-issuance of invoices as requested by Metro, shall be made at the Contractor's expense.

- C. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.
- D. Conflict of Interest. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
- E. Equal Employment and Nondiscrimination Clause Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, disability for which a reasonable accommodation can be made, or any other status protected by law. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see www.oregonmetro.gov.
- F. Intergovernmental Cooperative Agreement (Requires competitive solicitation) – Pursuant to ORS 279A and the Metro public contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro makes no guarantee as to their participation in any purchase. Any bidder may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the bidder specifically declines to participate in the program by marking the box on the contract declining to participate, the bidder agrees to participate in the Intergovernmental Cooperative Purchasing program.

IX. EVALUATION OF PROPOSALS

- A. Evaluation Procedure: Proposals received that conform to the proposal instructions will be evaluated using identified below. Interviews may be requested prior to final selection of one firm.

Request for Proposals

B. Evaluation Criteria: Following are the criteria that will be used to evaluate responsive proposals.

<u>Criteria</u>	<u>Percent of Total Rating</u>
Qualifications.....	50%
(Staffing, Experience, QA Program)	
Reporting Proposal.....	20%
Cost Proposal.....	30%
	100%

X. APPEAL OF CONTRACT AWARD

Aggrieved proposers who wish to appeal the award of this contract must do so in writing within seven (7) days of issuance of the notice of intent to award by Metro. Appeals must be submitted to Darin Matthews, Procurement Officer, 600 NE Grand, Portland, Oregon 97232 and must state the specific deviation of rule or statute in the contract award. Metro will issue a written response to the appeal in a timely manner.

XI. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

Appendix A is Metro's standard personal services agreement, approved for use by the Office of Metro Attorney. This is the contract that the successful Proposer will enter into with Metro; it is included solely for reference.

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Personal Services Agreement - Appendix A

For Personal Service Agreements \$50,000 & Up

Contract # _____

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and _____, referred to herein as "Contractor," located at _____.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration. This personal services agreement shall be effective _____ and shall remain in effect until and including _____, unless terminated or extended as provided in this Agreement.

2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.

3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed _____ AND _____/100THS DOLLARS (\$ _____).

4. Insurance.
a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:

(1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability, shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage; and

(2) automobile bodily injury and property damage liability insurance coverage shall be a minimum of 1,000,000 per occurrence.

b. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

c. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

d. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

e. Contractor shall provide Metro with a Certificate of Insurance complying with this article, and naming Metro as an additional insured within fifteen (15) days of execution of this contract, or twenty-four (24) hours before services under this contract commence, whichever date is earlier.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.



Personal Services Agreement - Appendix A

6. Ownership of Documents and Maintenance of Records. Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this agreement are Work Products and are the property of Metro, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon Metro request, Contractor shall promptly provide Metro with an electronic version of all Work Products that have been produced or recorded in electronic media. Metro and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such Work Products.

a. Contractor and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, Contractor and subcontractors shall maintain any other records necessary to clearly document:

- (1) The performance of the contractor, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the contractor or subcontractor under the terms of the contract or subcontract;
- (2) Any claims arising from or relating to the performance of the contractor or subcontractor under a public contract;
- (3) Any cost and pricing data relating to the contract; and
- (4) Payments made to all suppliers and subcontractors.

b. Contractor and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.

c. Contractor and subcontractors shall make records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of Metro, the Contractor or subcontractor agrees to bear all of the costs for Metro employees, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the Contractor elects to have such records outside these boundaries, the costs paid by the Contractor to Metro for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.

d. Contractor and subcontractors authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and records of Contractor or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.

e. Contractor and subcontractors agree to disclose the records requested by Metro and agree to the admission of such records as evidence in any proceeding between Metro and the Contractor or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

f. Contractor and subcontractors agree that in the event such records disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the Contractor or subcontractor shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from Metro.

g. Failure of the Contractor or subcontractor to keep or disclose records as required by this document or any solicitation document may result in debarment as a bidder or proposer for future Metro contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the Contractor or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

Personal Services Agreement - Appendix A

7. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.
8. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.
9. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.
10. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapters 279A, 279B and 279C, and the recycling provisions of ORS 279B.025 to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.
11. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.
12. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.
13. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.
14. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.
15. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

By _____

Title _____

Date _____

METRO

By _____

Title _____

Date _____

Scope of Work - Appendix B

The following services shall be provided for samples submitted to Contractor by Metro field staff.

1. As requested by Metro, the Contractor shall perform analyses for those analytes listed in the Cost Proposal (Attachment A) using the analytical methods specified, and procedures consistent with the Contractor's Quality Assurance Program incorporated in this agreement.
2. In unusual cases in which Metro requires analyses of analytes not listed in the Cost Proposal, and/or sample media other than water or sediments, Metro will notify Contractor of such requirements in advance of sample collection; and if it is mutually determined that Contractor has the capability to perform such analyses, Metro and Contractor will negotiate unit prices and any special arrangements surrounding sample collection.
3. Where the Contractor believes that substitutions of analytical methods specified in the Cost Proposal are necessary, a written request and justification for the desired change shall be submitted to Metro for approval, in advance of use of the method.
4. Invoices from Contractor shall use unit pricing that corresponds to the Cost Proposal (Attachment A). It is understood that this pricing reflects all costs incurred by Contractor, both direct and indirect, in providing the specified services.
5. Contractor shall provide sample containers, coolers and reusable ice packs, and sample pickup services, as requested. Metro will make these requests not less than one day in advance of each sampling event and at that time will provide Contractor with analytes, and date(s) / time(s) for container delivery and pickup. Coolers containing samples shall be picked up near the front door of Metro's operation and maintenance building at 9387 N. Columbia Blvd., Portland Oregon 97203. This location is a secured area that is typically inaccessible after 4:30 p.m. As such, if Contractor is unable to complete pick-up by that time, Contractor shall notify Metro field staff so that other arrangements can be made. For most events, samples will be ready for pickup by 2:30 p.m. (Monday-Friday). Where any sample submitted by Metro is considered by the Contractor to be inadequate for analysis, the Contractor shall immediately notify Metro, and shall request additional information or advise Metro as necessary.
6. Where any sample submitted by Metro fails to be analyzed based on circumstances surrounding the handling or preparation of the sample by the Contractor, the Contractor shall immediately notify and confer with Metro about corrective action required to achieve a timely result.

Scope of Work - Appendix B

7. Metro reserves the right to audit the Contractor's laboratory operations before and during the analyses of samples submitted by Metro. Audits may be conducted by Metro (or its authorized designee) on site or through request of status reports.

8. Complete reports of analytical results shall be provided to Metro by the Contractor according to the proposed reporting procedures, within 15 working days of receipt of samples by the laboratory. For normally-scheduled biannual groundwater sampling events, which involve multiple sample batches submitted over many days, the 15-day "turn-around" shall commence upon receipt by Contractor of the last batch of samples, which will be identified as such by Metro field staff. Late reports shall incur a late charge deduction in compensation, as follows:
 - a. 1-5 days late: 1% of the invoiced total amount, per day
 - b. 6-10 days late: An additional 3% of invoice total per day
 - c. 10-21 days late: An additional 5% of invoice total per day
 - d. More than 21 days late: 100% of invoice total

9. If data validation by Metro indicates nonconformance to specifications of the scope of work, payments may be reduced accordingly at the discretion of Metro. Contractor shall assume the cost of any re-extracts, re-analysis and dilutions necessary to achieve results that conform to specifications of the scope of work. Contractor shall also assume the cost of any labor required to correct errors discovered by Metro in the reported analytical results.

10. The Contractor shall notify Metro in writing of any change in accreditation or certification, within 30 days of receipt of such.

Cost Proposal Form – Attachment A

ATTACHMENT A
Cost Proposal Form

	Analytical Method No.	Method Reference	Units of Measure	Est. Samples per year	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3	Annual Cost Year 1	Annual Cost Year 2	Annual Cost Year 3
							0.00%			
SEDIMENT										
CONVENTIONAL										
Total Solids	2540B	SM	mg/kg	7	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Percent Solids	SOP		%	7	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Organic Carbon (%)	9060	SW-846	%	7	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
METALS (Total)										
Arsenic	6020	SW-846	mg/kg	7	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Copper	6020	SW-846	mg/kg	7	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Lead	6020	SW-846	mg/kg	7	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Nickel	6020	SW-846	mg/kg	7	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Zinc	6020	SW-846	mg/kg	7	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
POLYNUCLEAR AROMATICS	8270M-SIM	SW-846	mg/kg	7	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PESTICIDES / PCBs	8081A / 8082	SW-846	mg/kg	7	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sediment Total								\$0.00	\$0.00	\$0.00
STORMWATER										
CONVENTIONAL										
Total Oil & Grease	1664	EPA	mg/l	56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Biochemical Oxygen Demand	405.1	EPA	mg/l	56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Suspended Solids	160.2	EPA	mg/l	56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Phosphorus	365.4	EPA	mg/l	56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E. coli	9223B	SM	MPN/100 ml	56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
METALS (200.8 Series)										
Copper	200.8	EPA	mg/l	56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Lead	200.8	EPA	mg/l	56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Zinc	200.8	EPA	mg/l	56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Stormwater Total								\$0.00	\$0.00	\$0.00

Cost Proposal Form – Attachment A

ATTACHMENT A
Cost Proposal Form

Analytical Method No.	Method Reference	Units of Measure	Est. Samples per year	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3	Annual Cost Year 1	Annual Cost Year 2	Annual Cost Year 3
GROUNDWATER									
CONVENTIONAL									
Ammonia Nitrogen	350.1	EPA	mg/l	88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bicarbonate Alkalinity (Dissolved)	2320B	SM	mg/l	88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Carbonate Alkalinity (Dissolved)	2320B	SM	mg/l	88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Hydroxide Alkalinity (Dissolved)	2320B	SM	mg/l	88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Alkalinity (Dissolved)	2320B	SM	mg/l	88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Alkalinity	310.1	EPA	mg/l	88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Chemical Oxygen Demand (COD)	410.4	EPA	mg/l	88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Specific Conductivity	120.1	EPA	umhos/cm	88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Hardness	2340B	SM	mg/l	88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Orthophosphate-phosphorus	365.2	EPA	mg/l	88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Silica (SiO ₂)	4500-Si F	SM	mg/l	88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Dissolved Solids	160.1	EPA	mg/l	88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Organic Carbon	415.2	EPA	mg/l	88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Suspended Solids	160.2	EPA	mg/l	88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ANIONS (300 Series)									
Chloride	300.0	EPA	mg/l	88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Nitrate Nitrogen	300.0	EPA	mg/l	88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sulfate	300.0	EPA	mg/l	88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ION BALANCE									
Cation Sum	1030F.1	SM	meq/l	88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Anion Sum	1030F.1	SM	meq/l	88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Percent Difference	1030F.1	SM	%	88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
METALS									
200.7 Series									
Calcium	200.7	EPA	mg/l	88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Iron	200.7	EPA	mg/l	88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Manganese	200.7	EPA	mg/l	88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Magnesium	200.7	EPA	mg/l	88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Potassium	200.7	EPA	mg/l	88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sodium	200.7	EPA	mg/l	88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
200.8 Series									
Antimony	200.8	EPA	mg/l	100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Cost Proposal Form – Attachment A

ATTACHMENT A
Cost Proposal Form

	Analytical Method No.	Method Reference	Units of Measure	Est. Samples per year	Unit Price	Unit Price	Unit Price	Annual Cost	Annual Cost	Annual Cost
					Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
Arsenic	200.8	EPA	mg/l	100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Barium	200.8	EPA	mg/l	100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Beryllium	200.8	EPA	mg/l	100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cadmium	200.8	EPA	mg/l	100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Chromium	200.8	EPA	mg/l	100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cobalt	200.8	EPA	mg/l	100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Copper	200.8	EPA	mg/l	100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Iron	200.8	EPA	mg/l	100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Lead	200.8	EPA	mg/l	100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Nickel	200.8	EPA	mg/l	100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Selenium	200.8	EPA	mg/l	100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Silver	200.8	EPA	mg/l	100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Thallium	200.8	EPA	mg/l	100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vanadium	200.8	EPA	mg/l	100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Zinc	200.8	EPA	mg/l	100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
VOLATILE ORGANICS	8260B	SW-846	mg/l	120	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SITE PRIORITY POLLUTANTS										
Semi-Volatile Organics	8270C	SW-846	mg/l	20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Herbicides	8151A	SW-846	mg/l	20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pesticides / PCBs	8081A / 8082	SW-846	mg/l	20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cyanide (Total)	9012A	SW-846	mg/l	20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Mercury	7470A	SW-846	mg/l	20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Nitrite Nitrogen	300.0	EPA	mg/l	20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Groundwater Total								\$0.00	\$0.00	\$0.00

COST PROPOSAL SUMMARY			
	Year 1	Year 2	Year 3
Sediment	\$0.00	\$0.00	\$0.00
Stormwater	\$0.00	\$0.00	\$0.00
Groundwater	\$0.00	\$0.00	\$0.00
Annual Total	\$0.00	\$0.00	\$0.00
Grand Total	\$0.00		