

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
BUREAU OF MAINTENANCE MANAGEMENT
FIRE, SAFETY & ENVIRONMENTAL DIVISION**

**STATEMENT OF WORK FOR
LABORATORY ANALYSIS AND CONSULTANT SERVICES**

I. GENERAL:

Through this invitation for bids, the Department of General Services (“DGS”) is seeking bids for Laboratory Analysis and Consultant Services. The selected contractor (“CONTRACTOR”) will be required to perform services in accordance with the terms of all documents contained in this procurement. The CONTRACTOR shall perform all Contract work as an independent contractor, not as an agent of DGS.

II. TERM OF CONTRACT:

The term of the Contract shall commence on the Effective Date which shall be no earlier than OCTOBER 1, 2013, and shall expire on JUNE 30, 2016 (2 Years, 9 Months).

Fiscal Year 2013 – October 1, 2013 through June 30, 2014 = 9 Months

Fiscal Year 2014 – July 1, 2014 through June 30, 2015 = 12 Months/1 Yr.

Fiscal Year 2015 – July 1, 2015 through June 30, 2016 = 12 Months/1 Yr.

The Contract may be mutually renewed for a maximum of (2) additional (1) year term(s), so long as the Commonwealth provides written notice to the Contractor of its interest in extending the Contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The renewal may be exercised as individual or multiple year term(s). Any renewal will be under the same terms and conditions.

RENEWAL = Fiscal Year 2016 – July 1, 2016 through June 30, 2017 = 12 Months/1 Yr.

RENEWAL = Fiscal Year 2017 – July 1, 2017 through June 30, 2018 = 12 Months/1 Yr.

The Commonwealth reserves the right, upon notice to the Contractor, to extend any single term of the Contract for up to three (3) months upon the same terms and conditions.

III. CONTRACT OFFICER’S CONTACT INFORMATION:

Andy Preston, Chief
Department of General Services
Bureau of Maintenance Management
Fire, Safety, & Environmental Division
401 North Street, Room 403 North Office Building
Harrisburg, PA 17120-0500
Telephone/Email: 717.346.1526 or apreston@pa.gov

IV. PAYMENT FOR SERVICES PERFORMED:

The CONTRACTOR shall prepare and submit a monthly invoice to cover the services rendered during the preceding month. All charges for additional services will be paid on an as-needed basis, reflected in the succeeding month’s payment.

V. BACKGROUND CHECK:

A. The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Criminal History Record Information Act Check (CHRIA) procedure. The background check must be conducted prior to initial access and on an annual basis thereafter.

The Criminal History Record Information Act Check procedure can be found at: <http://www.epatch.state.pa.us>.

B. Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.

C. The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.

D. Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in [Enclosure 3 of Commonwealth Management Directive 625.10 Amended \(June 29, 2012\) Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings](#). The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

VI. DEDUCTIONS IN PAYMENT:

DGS may make deductions from the invoiced payments if the CONTRACTOR does not perform the specified work in a satisfactory manner. Deductions will be calculated based upon the number of hours required to perform the function(s) multiplied by the prevailing labor rate.

VII. LOCAL CONDITIONS COVERING WORK:

The CONTRACTOR shall cooperate with those in authority on the Premises in all respects, including without limitation the following requirements:

- A. The CONTRACTOR shall take, and require its employees, subcontractors, and other representatives to take, all reasonable steps necessary:
 - 1. To prevent the entrance to and exit from the Premises of any person not directly connected with the Contract services;
 - 2. To bring, store, and remove all required service materials and equipment;
 - 3. To observe all Premises rules and regulations;
 - 4. To avoid unnecessary dust or accumulated debris;
 - 5. To avoid undue interference with the convenience, sanitation, or routine of the Premises; and
 - 6. To prevent the loss of or damage to the Premises and any property of the Commonwealth and/or its employees.
- B. The CONTRACTOR shall repair any and all damage it may cause to the Premises or property located at the Premises to DGS's full satisfaction.
- C. If the CONTRACTOR will introduce any chemical agent (no matter how benign) onto the Premises, it shall provide 48 hour advance notice to the Contract officer and supply a Material Safety Data Sheet (MSDS) for any such chemical substance before performing any work at the Premises.

VIII. SCOPE OF WORK:

As required, the CONTRACTOR shall provide Laboratory Analysis and Consultant Services in and around the buildings owned or operated by the Department of General Services within and around the city of Harrisburg (Capitol Complex) as well as the regional buildings located in Scranton and Reading, PA.

As required, the CONTRACTOR shall provide laboratory analysis for the following types of environmental samples:

- A. Air samples requiring Phase Contrast Microscopy (PCM).
- B. Air, vacuum, water, and bulk samples requiring Transmission Electron Microscopy (TEM).
- C. Asbestos bulk samples requiring Polarized Light Microscopy (PLM), which includes the ability to analyze samples via Gravimetric Reduction, in addition to analysis by point counting.

- D. Air, wipe, and bulk samples requiring the analysis for Polychlorinated Biphenyls (PCB).
- E. Paint chip, dust wipe, soil, vacuum, water (effluent and drinking), and air samples for lead requiring atomic Absorption Spectrometry (AAS).
- F. Air, wipe, and bulk samples for fungi and bacteria, yeasts, and molds.
- G. Air, wipe, and bulk samples as required and not identified in Section VIII.
- H. The CONTRACTOR must supply all appropriate sampling media for the type(s) of analyses listed in this contract upon request to DGS, including, without limitation, 25mm and 37mm cassettes (PCM, TEM and Lead), wipes for lead, sample bags, Florisil tubes (PCB), and any other required media, as well as any sampling equipment needed to perform the testing stated in this contract, at no additional costs. DGS will have the option to collect the samples and will forward them to the CONTRACTOR via overnight package delivery (Federal Express, UPS, etc.). The CONTRACTOR shall be responsible for pre-paying all overnight package delivery costs.
- I. The CONTRACTOR shall electronically submit all results to the Fire, Safety and Environmental Division Office within the requested timeframe from the agreed list above. The CONTRACTOR shall provide written results to the Fire, Safety and Environmental Division Office within seven (7) calendar days from time of collection.
- J. All samples DGS sends to the CONTRACTOR will be accompanied by a DGS Chain-of-Custody statement containing at a minimum the following information:
 - 1. A DGS sample number
 - 2. Site specific sample location
 - 3. Total liters
 - 4. Start and stop times along with total minutes
- K. The CONTRACTOR shall provide all written results accompanied by a copy of the original Chain-of-Custody form with the CONTRACTOR's sign-off for acceptance of the samples, containing at a minimum the following information:
 - 1. DGS sample number
 - 2. Laboratory's sample and/or tracking number
 - 3. Level of detection used for the specific analysis performed
 - 4. Date of analysis and analyst name responsible for performing the analysis
- L. The CONTRACTOR shall retain all samples for a minimum of six (6) months and upon the conclusion of that period inform DGS before disposing of the samples as waste.
- M. Provide Level A and/or B Emergency Response in accordance with all requirements identified by OSHA in 29 CFR §§1910.120-1926.65. The CONTRACTOR must be capable of providing sufficiently trained response personnel (minimum 4/response), project oversight and equipment (Level A and/or B) to, at minimum, two (2) simultaneous incidents. Emergency personnel must be available 24-hours/day, seven (7) days/week.

- N. Personnel training in accordance with OSHA, USEPA, Pa State Fire Academy and PADOLI, including:
- Hazardous Waste Operations and Emergency Response/Incident Command (Initial and Refresher)
 - Asbestos Supervisor and Worker (Initial and Refresher)
 - Lead Hygiene (Annual)
 - Respiratory Protection (Annual) including both Qualitative and Quantitative Fit Testing
 - Microbial Remediation
 - USDOT HM126 Hazardous Material Training (Triennial)
 - Permit Required Confined Space Entrant, Attendant, Supervisor, and Rescue (Initial and Refresher)
 - National Incident Management System (ICS-100 and ICS-700)
- O. Provide for monthly safety equipment inspections and calibration in accordance with manufacturer's requirements. Additionally, provide monthly equipment use and maintenance training for DGS personnel.

IX. MINIMUM QUALIFICATIONS:

All bidders shall possess the following certifications and be a part of the proficiency testing programs for each specified analysis requested by this contract and proof of same must accompany bid. **Failure to provide the required documentation will result in rejection of the bid.**

PCM - Accredited by the American Industrial Hygiene Association (AIHA) and successfully participate in the Proficiency Analytical Testing Program (PAT) and Asbestos Analyst Registry Program (AAR). Also, certified by the City of Philadelphia Department of Public Health, Public Health Services, and Air Management Services.

TEM - Accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) and successfully participate in NVLAP's proficiency testing. Also, certified by the City of Philadelphia Department of Public Health, Public Health Services, and Air Management Services.

PLM - Accredited by the NVLAP and successfully participate in NVLAP's proficiency testing, as well as the PAT program sponsored by AIHA. Also, certified by the City of Philadelphia Department of Public Health, Public Health Services, and Air Management Services.

AAS - Accredited by the Environmental Lead Laboratory Accreditation Program (ELLAP) and successfully participate in the Environmental Lead Proficiency Analytical Testing Program (ELPAT), as well as the PAT program sponsored by AIHA.

PCB - Participate in a Proficiency Program sponsored by AIHA, have an In-house Quality Assurance and Quality Control Program to verify all testing results.

Radon – Certified by the Pennsylvania Department of Environmental Protection (PADEP).

Industrial Hygiene Certified by the AIHA as an Industrial Hygiene Accredited Laboratory.

Biologicals – Successfully participate in AIHA Environmental Microbiology Proficiency Analytical Testing Program (EMPAT) and be AIHA Environmental Microbiological Laboratory Accreditation Program certified.

Environmental – Certified Pennsylvania Drinking Water Laboratory by the PADEP.

X. ON-SITE TECHNICIAN SERVICES & SAMPLE ANALYSIS WITH RATES:

Upon request, the CONTRACTOR shall be fully capable of providing Industrial Hygiene Technicians to perform emergency on-site engineering services regardless of time of day including holidays. These services could include immediate on-site identification of air sample analysis of PCM samples for any Indoor Air Quality and/or Environmental Audit procedures including sampling and testing for any DGS determined emergency situations. Please provide a flat fee hourly rate for technicians on-site (this will include nights, weekends and all major holidays), and include travel expenses and/or meal allowances to the following state office buildings, if over one hundred (100) miles from the CONTRACTOR's closest office.

The CONTRACTOR must employ and provide documentation of the following:

- Minimum one (1) PADEP Certified Radon Tester.
- Project/Contract oversight must be performed by an individual with all of the following credentials:
 - at minimum, a Master's Degree awarded by a college with accreditation from one of the six (6) regional accrediting boards;
 - certification (10 year minimum) from CSP, CIH, CMC, as specified by OSHA/EPA at 29 CFR §1910.120; and
 - ten (10) years (minimum) documented field experience.
- Minimum eight (8) individuals certified in Hazardous Waste Operations and Emergency Response, including two (2) Supervisors (this allows for simultaneous [x2] testing). These individuals must have additional training to the Supervisor and Incident Command level. These individuals must be fully capable and qualified to provide Level A, B, C, and/or D emergency response.
- Minimum four (4) Environmental Protection Agency (EPA) Certified Asbestos Supervisors. The Bidder must be capable of providing credentialed individuals for asbestos services within the City of Philadelphia. The Bidder must be certified by the Pennsylvania Department of Labor and Industry (PADOLI) as an Asbestos Abatement Contractor.
- Minimum four (4) EPA Certified Asbestos Inspectors.
- Minimum two (2) EPA Certified Lead Paint Risk Assessors
- Minimum two (2) EPA Certified Lead Paint Inspectors
- Minimum eight (8) Industrial Fire Certified Individuals.
- Minimum four (4) NIOSH 582 equivalency trained individuals. (On-site asbestos analysis)

**PLEASE ENTER PRICES ON ATTACHMENT A
PRICE SUBMITTAL SHEET
SECTION 1**

XI. TECHNICAL SUPPORT AND CONSULTING SERVICES WITH RATES:

Upon request, the CONTRACTOR shall be able to provide technical support and consulting services via telephone, email, and or on site visitation to DGS for any DGS-determined emergency situation within two (2) hours. This includes but is not limited to technical support for sampling schemes, sampling media, and equipment, or consulting services to determine course of action. Provide on-site representation of documents that are being disputed from other agencies and unions. Provide certifications and degrees to represent professional evaluations to settle disputes. INTERESTED BIDDERS shall provide a flat fee hourly rate for these services in the format supplied in these specifications.

The CONTRACTOR shall employ and provide documentation of the following:

- An individual with an advanced degree (e.g. PhD) or member of the American College of Epidemiology with ten (10) years (minimum) documented field experience,
- Minimum two (2) American Board of Industrial Hygiene Certified Individual (Certified Industrial Hygienist) with ten (10) years (minimum) documented field experience.
- Minimum two (2) Board of Certified Safety Professionals Certified Individual (Certified Safety Professional) with ten (10) years (minimum) documented field experience.
- Minimum one (1) EPA certified Asbestos Project Designer.
- Minimum one (1) EPA certified Asbestos Management Planner.

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PRICE SUBMITTAL SHEET
SECTION 2**

XII. SAFETY, HEALTH, AND ENVIRONMENTAL TRAINING WITH RATES:

Upon request, the CONTRACTOR shall be able to provide safety, health, and environmental training in accordance with applicable regulations at the three (3) previously identified locations for twenty-five (25) individuals per class. This includes, but is not limited to:

- Hazardous Waste Operations and Emergency Response Technician and Incident Command (Initial and Refresher) (29 CFR Part 1910.120 and 40 CFR Part 311)
- Asbestos Supervisor (Initial and Refresher) (40 CFR Part 763)
- Asbestos Worker (Initial and Refresher) (40 CFR Part 763)
- Annual Lead Hygiene (29 CFR Part 1926.62)
- Annual Respirator Training and Qualitative/Quantitative (CONTRACTOR must provide for a TSI Portacount, Portacount Plus, or equivalent) Fit Testing (29 CFR Part 1910.134)
- Powered Industrial Truck (Initial and Refresher) (29 CFR Part 1910.178)
- Microbial Remediation
- United States Department of Transportation HM126 Hazardous Material Training (Initial and Refresher)
- Permit Required Confined Space Entrant, Attendant, Supervisor, and Rescue (29 CFR Part 1910.146)

The CONTRACTOR shall employ qualified and, as applicable, certified instructors, providing documentation of such qualifications and certification to DGS upon request, as follows:

- Qualified per 40 CFR Part 311 Appendix E (National Institute of Environmental Health Science)
- Pennsylvania Department of Labor and Industry (PADOLI) Certified Asbestos Training Provider
- PADOLI Certified Lead Based Paint Training Provider
- Fire and Emergency Services Certified, as specified at 29 CFR §1910.156
- Nationally recognized adult first aid, CPR and AED certified instructor.

Additionally, the CONTRACTOR shall provide credentials of the Training Manager/Individual responsible for the development of new or ongoing health and safety training, as specified at 40 CFR Part 311, Appendix E, above.

**PLEASE ENTER PRICES ON ATTACHMENT A
PRICE SUBMITTAL SHEET
SECTION 3**

XIII. SAFETY EQUIPMENT CALIBRATION, INSPECTION, AND PERSONNEL TRAINING WITH RATES:

The CONTRACTOR shall be able to provide for the inspection (monthly), and calibration (per the manufacturer’s recommendations), and training of Safety Equipment. Each monthly visit should take no more than 2 Hours. INTERESTED BIDDERS shall provide a flat fee hourly rate for these services in the format supplied in these specifications. The safety equipment includes the following:

Quantity	Description	Location
1	TSI IAQ Calc Meter 7515 SN T75151030002	NOB 403
1	TSI IAQ Calc Meter 7545	NOB 403
1	Gibraltar Gas Detection Calibrator	NOB 403
	*GMI Gas Detector-Gas surveyor 6-500 SN 517911 M#BAS01ATEX22992	
2	*MSA Altair 5 star Combustible Gas Indicator (Co, O2, H2s, LEL)	NOB 403
2	*MSA Solaris 5 star Combustible Gas Indicator (Co, O2, H2s, LEL)	NOB 403
1	Raytek Raynger ST Digital Temperature Meter Ray ST6LXU	NOB 403
1	Extech Contact/Photo Tachometer	NOB 403
1	Sper Scientific Dosimeter 840029	NOB 403
1	Niton Lead Test Kit with filter and soil test platforms	NOB B-17
55	PCM Cassettes for Personal air monitoring pump	NOB B-17
47	TEM Cassettes for Personal air monitoring pump	NOB B-17
50	Mold in Air Micro 5 Cassettes	NOB B-17
34	Lead Cassettes	NOB B-17
2 boxes	Smoke Kit for Respirator fit testing	NOB 403
4	Dwyer high volume Air Pumps	NOB B-17
5	Allegro High Volume Air Pumps	NOB B-17
13	Batteries for PAPRs	NOB B-17

1	MultiRAE w/Organic Compound Sensor	NOB 403
1	Simpson Sound Level Meter Model 884-2	NOB 403
1	Delmhorst Moisture Meter Model BD-10	NOB 403
1	Delmhorst Moisture Meter Model J-Lite	NOB 403
1	Delmhorst Moisture Meter Model BD-2100	NOB 403
1	PH Paper	NOB 403
1	Potassium Iodide Paper	NOB 403
1	Palintest SA-1000 Water Tester Ser. No. 5608-002	NOB 403
1	SE International Radiation Alert Inspector	NOB 403
1	Fluke Ti10 IR Fusion Tech Thermal Imaging Camera Ser. T.10-10031115	NOB 403
1	GreenLee Digital Light Meter Model 93-172 Ser.00000425	NOB 403
1	Flir B Cam Thermal Camera-SD Infrared	NOB 403
1	Niton XRF XLp 300a Ser. 22710-Cd-109, 40m CI) Mfg 6/1/09	NOB 403
1	MSA Orion 4 Gas Meter	Plumbing Shop
1	MSA Solaris	High Voltage Shop

**PLEASE ENTER PRICES ON ATTACHMENT A
PRICE SUBMITTAL SHEET
SECTION 4**

XIV. BID PROPOSAL:

For bidding purposes, each INTERESTED BIDDER shall include the following in its price quotation for:

TURNAROUND TIME **COST PER SAMPLE**

Emergency - Results MUST be available within 24 hours/same day from receipt of the sample at the lab.

Non-Emergency – Results must be available 1 to 3 days from receipt of the sample at the lab.

- A. Phase Contrast Microscopy (PCM) utilizing NIOSH 7400 Method. Pricing will be by Air.
- B. Transmission Electron Microscopy (TEM) utilizing the **7402** Method. Pricing will be separated by air, vacuum, bulk and water sampling.
- C. Polarized Light Microscopy (PLM) utilizing 40 CFR Part 763, Appendix E to Subpart E. (Asbestos NESHAP Clarification Regarding Analysis of Multi-Layered Systems FRL-5399-3). Pricing will be by bulk.
- D. Polychlorinated Biphenyls (PCB) utilizing NIOSH 5503 and EPA SW-846 Methods. Pricing will be separated by air, wipe, and bulk sampling.

- E. Atomic Absorption Spectrometry (AAS) utilizing the appropriate Methods for analysis of the matrices listed below. Pricing will be separated by air, dust wipes, paint chips, soil, vacuum, and water (drinking and effluent).
- F. SAMPLE RATES for IAQ studies to include for but not limited to the following:
 - 1. Biological Samples for Bacteria, Yeasts, and Molds. Pricing will be separated by total fungal/spore count and genus identification bulk/wipe/air – non-emergency, viable fungal count and genus identification – non-emergency, viable bacteria count and gram stain identification bulk/wipe/air – non-emergency, and viable legionella pneumophilia identification wipe/air – non-emergency.
 - 2. Air Samples for Particulate (Dust). Pricing will be separated by respirable fraction and total particulate – both emergency and non-emergency.

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SECTION 5**

XV. ADDITIONAL SERVICES (Hourly Rates and Parts etc.):

A supplemental fund in the amount of five thousand dollars (\$5,000.00) will be added for each year of the agreement. This is an estimated figure to be available for the purchase of equipment to protect the building occupants and public, repairs, parts, straight-time and/or overtime labor, and any other laboratory analysis (industrial hygiene/indoor air quality/special lab work) and consultant services that fall outside the scope of this agreement and not included under the required testing. These additional services may be performed on either a straight-time and/or overtime basis. The Contract Officer shall have the discretion to request an immediate response regardless of the time or day or determine that the laboratory analysis and consultant services can wait until the next business day (non-emergency response). Use of this additional funding will be solely at the discretion of DGS and must be approved by the Contract Officer. Bidders must include the hourly rates to be used for these additional services through the entire term of the contract (possibility of four years, 9 months) in its bid package. These rates are to be used when providing estimates for these additional services not covered under the agreement.

Parts: Provided to DGS at the awarded Contractor's costs.

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SECTION 7**