

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New Contract OTR Sole Source Bid Waiver Emergency Previous Contract/Project No. 7964-4/15-1

Re-Bid Other LIVING WAGE APPLIES: YES x NO

Requisition No./Project No.: RQID1200075 TERM OF CONTRACT 1 YEAR(S) WITH NA YEAR(S) OTR

Requisition /Project Title: Chemicals and Biological Testing and Sampling Services Short-Term

Description: To established a short-term contract for the purchase of chemical and biological testing and sampling services for various Miami-Dade County Departments.

Issuing Department: ISD/PMS Contact Person: Herman Ramsey Phone: (305) 375-2851
 Estimate Cost: \$841,000 GENERAL FEDERAL OTHER
 Funding Source: Proprietary Funds

ANALYSIS

Commodity Codes: 115-05 962-22 175-13 495-25
 Contract/Project History of previous purchases three (3) years
 Check here x if this is a new contract/purchase with no previous history.

	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
Contractor:	Pace Analytical Services Inc		
Small Business Enterprise:			
Contract Value:	\$987,000	\$	\$

Comments:

Continued on another page (s): YES x

RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE				

Basis of recommendation:

Signed: Herman Ramsey Date sent to SBD: 06/01/2012
 Date returned to DPM:

RECEIVED
 DEPT. BUSINESS DEV.
 2012 JUN - 1 AM 9:49



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number:

Bid Title: Chemical and Biological Testing and Sampling Services – Short Term

Procurement Officer: Herman Ramsey

Bids will be accepted until 2:00 p.m. on _____, 2012

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

NOTICE TO ALL BIDDERS:

- FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY BIDDER RESPONDING TO THIS SOLICITATION.**

SECTION 1
GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

Bid -- shall refer to any offer(s) submitted in response to this solicitation.

Bidder -- shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation -- shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form -- defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County -- shall refer to Miami-Dade County, Florida

ISD/PM -- shall refer to Miami-Dade County's Internal Services Department, Procurement Management Division.

Enrolled Vendor -- shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

Registered Vendor -- shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

The Vendor Registration Package -- shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/ISD/PM

1.2. INSTRUCTIONS TO BIDDERS**A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1 Street, 19th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Internal Services Department, Procurement Management Division (ISD/PM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the ISD/PM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128. Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Sec. 2-8.1 of the County Code)

2. **Miami-Dade County Employment Disclosure Affidavit**
(County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code)
 3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
 4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
 5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
 6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
 7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
 8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
 9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
 10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
 11. **Subcontracting Practices**
(Ordinance 97-35)
 12. **Subcontractor /Supplier Listing**
(Ordinance 97-104)
 13. **Environmentally Acceptable Packaging**
Resolution (R-738-92)
 14. **W-9 and 8109 Forms**
The vendor must furnish these forms as required by the Internal Revenue Service.
 15. **Social Security Number**
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that ISD/PM requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/vendor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
 16. **Office of the Inspector General**
Pursuant to Section 2-1076 of the County Code.
 17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
 18. **Antitrust Laws**
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.
- C. PUBLIC ENTITY CRIMES**
To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

SECTION 1
GENERAL TERMS AND CONDITIONS

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

1. Pursuant to Section 2-11.1(f) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbccc@miamidade.gov.
2. The Internal Services Department, Procurement Management Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an

authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

2. **Withdrawal of Bid** - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by ISD/PM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

1.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

1.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

SECTION 1
GENERAL TERMS AND CONDITIONS

1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of ISD/PM will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- K. The County reserves the right to request and evaluate additional information from any bidder after the submission deadline as the County deems necessary.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The

County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid Local Business Tax Receipt, Issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2012. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.

SECTION 1
GENERAL TERMS AND CONDITIONS

1.13. LAWS AND REGULATIONS

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall comply with all federal, state and local laws that may affect the goods and/or services offered.

1.14. LICENSES, PERMITS AND FEES

The awarded bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or an awarded bidder for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by said awarded bidder.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.065 Fla Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the County: stating either that the contractor is not related to any of the other parties bidding in the

competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

- A. The Collusion Affidavit will be included in all solicitations and will be requested from bidders/proposers once bids/proposals are received and evaluated.
- B. Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the contractor to forfeit their bid bond.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.4.1 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services, the Commission Auditor, or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

SECTION 1
GENERAL TERMS AND CONDITIONS

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The proposer shall not submit any information in response to this solicitation, which the proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer. In the event that the proposer submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposers withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award for those portions of a Blanket Purchase Order (BPO) utilizing Charter County Transit System Sales Surtax funds as part of a multi-department contract, nor a contract utilizing Charter County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the other provisions of Section 1.30, award of an allocation for services in support of the CITT's oversight which does not exceed \$1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the OCITT

1.31 LOBBYIST CONTINGENCY FEES

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

SECTION 2 SPECIAL CONDITIONS
Chemical and Biological Testing and Sampling Services – Short Term

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of chemical and biological testing and sampling services in conjunction with the County's needs on an as-needed basis.

2.2 BID PREFERENCES

2.2.1 SMALL BUSINESS ENTERPRISE

A Small Business Enterprise (SBE) bid preference applies to this solicitation.

A 10% percent bid preference shall apply to awards valued up to \$1 million and a 5% percent bid preference shall apply to awards greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Sustainability, Planning, and Economic Enhancement Department, Small Business Development (SBD) Division for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Small Business Development at 305-375-CERT (2378) or access Miami-Dade County - Small Business Development - Certification Process

The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

2.2.2 DISABLED VETERAN'S BUSINESS

In accordance with Section 2-8.5.1 of the Miami-Dade County Code, a Local Certified Service-Disabled Veteran Business Enterprise (VBE) that submits a bid for a contract shall receive a bid preference of five percent of the price bid. A VBE is a firm that is a) a local business pursuant to Section 2.8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. This preference will only be used for evaluating and awarding the bids and shall not affect the contract price. In procurements where Small Business Enterprises (SBE) measures are being applied, a VBE who is also an SBE shall not receive the veteran's preference provided in this section and shall be limited to any applicable SBE preferences. At the time of bid or proposal submission, the bidder must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the bid or proposal submission.

2.3 PRE BID CONFERENCE – INTENTIONALLY OMITTED

2.4 TERM OF CONTRACT: ONE YEARS

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Internal Services Department, Procurement Management Services Division, and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for one year and upon completion of the expressed and/or implied warranty periods, and contract will expire on the last day of the one year period.

SECTION 2 SPECIAL CONDITIONS
Chemical and Biological Testing and Sampling Services – Short Term

2.5 OPTION TO RENEW – INTENTIONALLY OMITTED

2.6 METHOD OF AWARD: To Multiple Vendors for Group 1 Part 1 through 10 with various testing, Group 2 and Group 3, exclusive of price for optional items on page 30

Award of this contract will be made up to the three (3) lowest priced responsive and responsible bidders on a group-by-group basis. To be considered for award by group, the vendor shall offer prices for all items within Group 1 Part 1 through 10 with various testing, Group 2 and Group 3. The County will then select the bidders for award for each group by totaling either the unit prices for all of the items within each group, or if so structured, by totaling the extended pricing for each item within each group. If a bidder fails to submit an offer for all items within Group 1 and 1 through 10 with various testing, Group 2 and Group 3, its offer for that specific group may be non-responsive.

Award to multiple bidders is made for the convenience of the County and does not exempt the primary bidder from fulfilling its contractual obligations. Failure of any bidder to perform in accordance with the terms and conditions of the contract may result in the bidder(s) being deemed in breach of contract. The County may terminate the contract for default and charge the bidder re-procurement costs, if applicable.

2.7 PRICES

The contract prices resultant from this solicitation shall remain fixed and firm during the term of contract. The bidders' prices quoted shall be inclusive of all costs, charges, and fees involved in providing the specified services. Additional charges of any kind added to the invoice submitted by the bidder will be disallowed.

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT – INTENTIONALLY OMITTED

2.9 EQUAL PRODUCT – INTENTIONALLY OMITTED

2.10 LIQUIDATED DAMAGES – INTENTIONALLY OMITTED

2.11 INDEMNIFICATION AND INSURANCE (1) - GENERAL SERVICE AND MAINTENANCE CONTRACT

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

**SECTION 2 SPECIAL CONDITIONS
Chemical and Biological Testing and Sampling Services – Short Term**

The bidder shall furnish to the Vendor Assistance Section, Internal services Department, Procurement Management Services Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker’s Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than “B” as to management, and no less than “Class V” as to financial strength, by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest “List of All Insurance Companies Authorized or Approved to Do Business in Florida” issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: MIAMI-DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1ST STREET
SUITE 2340
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

The bidder shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the bidder shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the bidder to provide the required certificate of insurance within fifteen (15) business days, may result in the bidder being deemed non-responsible and the issuance of a new award recommendation.

SECTION 2 SPECIAL CONDITIONS
Chemical and Biological Testing and Sampling Services – Short Term

The bidder shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor in accordance with Section 2 Paragraph 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the bidder shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the bidder in accordance with Section 1, Paragraph 1.22 of this solicitation.

2.12 BID GUARANTY – INTENTIONALLY OMITTED

2.13 PERFORMANCE BOND – INTENTIONALLY OMITTED

2.14 CERTIFICATE OF COMPETENCY

2.14.1 LABORATORY CERTIFICATION

The bidders' laboratory shall be certified by the Florida Department of Health, National Environmental Laboratory Accreditation Program (NELAP), bidders should submit a copy of their certification with the bid submittal form. The County reserves the right to request a copy of the certification during the bid evaluation period. Certification must be maintained during the contract term.

2.15 METHOD OF PAYMENT: PERIODIC PAYMENTS FOR SERVICE RENDERED

The County shall provide periodic payments for services rendered by the vendor. In order for the County to provide payment, the vendor shall submit a fully documented invoice that provides the basic information set forth below. The invoice shall be submitted to the County department within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a County representative has reviewed and approved the service.

All invoices shall contain the following basic information:

- I. Vendor Information:
 - The name of the business organization as specified on the contract between Miami-Dade County and vendor
 - Date of invoice
 - Invoice number
 - Vendor's Federal Identification Number on file with Miami-Dade County
- II. County Information:
 - Miami-Dade County Release Purchase Order or Small Purchase Order

SECTION 2 SPECIAL CONDITIONS
Chemical and Biological Testing and Sampling Services – Short Term

Number

III. Pricing Information:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

IV. Goods or Services Provided per Contract:

- Description
- Quantity

V. Delivery Information:

- Delivery terms set forth within the Miami-Dade County Release Purchase Order
- Location and date of delivery of goods, services or property

VI. Failure to Comply:

Failure to submit invoices in the prescribed manner will delay payment.

2.16 SHIPPING TERMS – INTENTIONALLY OMITTED

2.17 DELIVERY SHALL BE SIX (6) DAYS AFTER DATE OF ORDER

The bidder shall complete report of test results and deliver within six (6) calendar days after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the bidder(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the bidder. In these cases, the bidder shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the bidder(s) to whom the contract(s) is awarded fail to deliver in the number of days stated above, the County reserves the right to cancel the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the contract is so terminated, it is hereby understood and agreed that the County has the authority to purchase the services elsewhere and to charge the incumbent bidder with any re-procurement costs. If the bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

2.18 BACK ORDER ALLOWANCE – INTENTIONALLY OMITTED

2.19 WARRANTY REQUIREMENTS – INTENTIONALLY OMITTED

2.20 CONTACT PERSONS

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Herman Ramsey, at email – hramsey@miamidade.gov.

SECTION 2 SPECIAL CONDITIONS
Chemical and Biological Testing and Sampling Services – Short Term

2.21 COUNTY USER ACCESS PROGRAM (UAP) FEE**USER ACCESS FEE**

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

JOINT PURCHASE

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

VENDOR COMPLIANCE

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

2.22 DEFICIENCIES IN WORK TO BE CORRECTED BY THE BIDDER

The bidder shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within five (5) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the bidder by the County's project administrator, who may confirm all such verbal reports in writing.

SECTION 2 SPECIAL CONDITIONS
Chemical and Biological Testing and Sampling Services – Short Term

The bidder shall bear all costs of correcting such rejected work. If the bidder fails to correct the work within the period specified in the notice, the County shall place the bidder in default, obtain the services of another bidder to correct the deficiencies, and charge the incumbent bidder for these costs; either through a deduction from the final payment owed to the bidder or through invoicing. If the bidder fails to honor this invoice or credit memo, the County may terminate the bidder for default.

2.23 EMERGENCY SERVICE

The turn-a-round time may be requested by the Miami-Dade County user department and the required delivery of test results will be 48 hours or less. Fees for emergency services are to be bid in section 4 of this solicitation.

2.24 PURCHASE SERVICES OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar items that must be serviced by the County during the term of this contract. Under these circumstances, a County representative will contact the primary bidder by electronic mail and facsimile (fax) to obtain a price quote for the similar items. If there are multiple bidders on the contract, the County representative may also obtain price quotes from these bidders by electronic mail and facsimile. The County reserves the right to award these similar items to the primary contract bidder, another contract bidder based on the lowest price quoted, or to acquire the items through a separate solicitation.

2.25 SUB-CONTRACTORS OF WORK SHALL BE IDENTIFIED

In accordance with Ordinance 97-104, the Bidder shall submit with its Bid Submittal Form a list identifying all subcontractors that will be used in the performance of the proposed contract, their capabilities and experience, and the portion of the work to be done by the subcontractors. The competency of the Subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the County when making the award in the best interest of the County. If the bidder fails to identify any and all subcontractors in the Bid Submittal Form, the bidder may be allowed to submit this documentation to the County during the bid evaluation period if such action is in the best interest of the County. All subcontractors must be certified as listed in paragraph 2.14 and proof of such certification should be provided by the bidder if using a subcontractor.

In the event that the bidder intends to subcontract any part of its work under the contract to another firm, not approved at the time of contract award, the Bidder shall request approval to subcontract from the Internal services Department, Procurement Management Division, and provide a copy of the certification for any subcontractor who will perform the work under the contract. The Bidder must receive written consent of approval from the County prior to the subcontract(s) performing any work.

Only subcontractors identified at time of contract award of thereafter approved by the County will be allowed on County premises. The responsibility of the subcontractor shall be solely borne of the contractor.

SECTION 2 SPECIAL CONDITIONS
Chemical and Biological Testing and Sampling Services – Short Term

Pursuant of Florida Statute 255.05 and Miami-Dade County Code Section 10-35, all payments to the bidder's subcontractor shall be made within ten (10) calendar days of receipt of the partial payment by the bidder. With the exception of the first partial payment, the bidder must pay all of its subcontractors and suppliers who have performed any work or supplied any materials for the project within ten (10) calendar days after receipt of the partial payment by bidder for monies due such subcontractors and suppliers as result of a percentage of the work completed. The bidder must provide the County's project manager with duly executed affidavits (subcontractor's statement of satisfaction) or supplied any materials for on the project as of the date. The affidavit or releases shall certify that said subcontractors and suppliers have been paid their proportionate share of all previous partial payments to the bidder. In the event such affidavits cannot be furnished, the bidder may submit an executed consent of surety to requisition payment; identifying the subcontractors and suppliers with the amounts of which the statement of satisfaction cannot be furnished. If the bidder fails to provide consent of surety to requisition payment, the amount in dispute will be withheld until rather the statement of satisfaction is furnished, or the consent of surety to requisition payment is furnished.

2.25.2 SUBCONTRACTOR LABORATORY

Any subcontractor laboratory used shall meet all the requirements of this contract. Analyses performed by these laboratories shall be clearly indicated in the final analytical report to the County. These laboratories shall perform not more than 10% of the total analyses submitted by the County. A Subcontractor Laboratory is defined as a laboratory which is hired by the successful bidder to perform analytical or general laboratory services and is a separate and independent corporate entity.

2.26 WORK ASSIGNMENTS IDENTIFIED BY THE COUNTY

All work assignments during the contract period will be on an "as needed" basis, complying with notification requirements. Bidder shall assume no guarantees as to the number or frequency of work assignments or the amount of payments under the terms of this contract.

The County departments will notify the Bidder by electronic mail and facsimile (fax) of each work assignment; at which time the Bidder and the County Department will mutually agree, in writing, of the beginning and ending dates of the work assignment. For each assignment, the Bidder shall be responsible for the proper and necessary use of the materials in performance of the work.

2.27 WORK ORDERS SHALL BE GENERATED FOR EACH PROJECT

The County's authorized representative shall generate and issue a Work Order for each project to be performed under this Solicitation and subsequent Contract. The Work Order shall include the location, description and plans, if necessary, covering the scope of work to be completed. The Work Order shall also include a cost estimate calculated by the County for the work listed on the Work Order. This estimate shall be based on the prices total on the Bidder's Submittal Form. For purposes of identification and payment, the Work Order shall be numbered and dated. The preliminary Work Order describing the description of work and cost estimates shall be issued to Bidder(s) which have been qualified to perform work under this Solicitation. The Bidder(s) shall be required to supply the County's authorized representative with a written price proposal within a time frame specified by the County. If multiple Bidders are solicited, the County shall select the lowest price proposal; provided that the price proposal does not exceed the dollar estimate calculated by the County.

**SECTION 2 SPECIAL CONDITIONS
Chemical and Biological Testing and Sampling Services – Short Term**

If a single Bidder is solicited, the price proposal shall be accepted; provided that the price proposal does not exceed the dollar estimate calculated by the County.

The selected Bidder's name shall then be entered on the Work Order and issued to the Bidder. The Work Order shall also direct the Bidder to commence work on a certain day and it shall specify the amount of time allotted for completion of work covered by the Work Order. All work covered by a Work Order shall constitute a Contract Schedule.

SECTION 3 TECHNICAL SPECIFICATIONS
Chemical and Biological Testing and Sampling Services – Short Term

3.1 SCOPE OF WORK

The purpose of this solicitation is to award a contract for the purchase of chemical and biological testing and/or sampling services and scientific investigations in compliance with federal, state, and local environmental regulations as required.

Miami-Dade County is actively engaged in environmental sampling and testing for biological and chemical constituents at County airports, landfills, waterways, and various other locations, countywide. Samples to be tested include, but not limited to, drinking water, groundwater, surface water, saline water, soils, sediments, effluents, hazardous and solid waste and tissue.

The bidder will provide the following services:

- A. Analyze samples for parameters specified in Work Orders submitted by the County.
- B. Analyses shall be performed using the methods listed in the tables (See paragraph 3.12) to meet the contract required detection level (CRDL).
- C. Maintain certification by the National Environmental Laboratory Accreditation Program (NELAP) for all analysts and matrixes reported.
- D. Provide sampling services Monday through Saturday from 7:00 AM to 8:00 PM.
- E. Provide rush turnaround time (48 hrs. or less) for emergency samples.
- F. Allow inspection at anytime of the bidders' facilities by the County representative or designee.
- G. Maintain compliance with the provisions in the bidders' comprehensive quality assurance plan and maintain accreditation with all of the quality control provisions in the NELAP. Bidder shall provide Quality Manual and National Environmental Laboratory Accreditation Conference (NELAC) report on latest Department of Health (DOH) audit. Method's Standard Operation Procedures (SOPs).
- H. Complete analytical work within a standard turnaround time of six calendar days upon receipt of samples (as recorded on the chain of custody form) including the written analytical report. All analyses shall be performed within the holding times established in the Code of Federal Regulations, Title 40, Part 136, Table II and the Florida Department of Environmental Protection (FDEP).
- I. Submit monthly reports to the county designated representatives listing the following information: type of test performed, number of tests performed, cost of tests, sampling costs, and total monthly expenditures.

3.2 LABORATORY MANAGER

The bidder shall provide during this contract, a designated Laboratory Manager and shall notify the County in writing of any changes. The Laboratory shall maintain a toll free or local telephone number.

SECTION 3 TECHNICAL SPECIFICATIONS
Chemical and Biological Testing and Sampling Services – Short Term

3.3 SAMPLING CONTAINERS AND SAMPLE PICKUP

The bidder shall provide certified pre-labeled and pre-cleaned sample containers with pre-measured amounts of chemical preservation in accordance with the criteria for containers and preservatives specified in their NELAC. If requested, the bidder shall supply an adequate amount of same-source preservatives in suitable containers, labeled as to type, concentration, source, and lot number. The bidder is to ship or deliver sample containers and pickup samples ready to be tested from locations to be designated by the County at no additional cost to the County. These services are to be available Monday through Saturday from 7:00 AM to 8:00 PM on an as-needed basis. Bidder shall respond to pickup requests within two hours of notification. Bidders advanced notice policy shall not supersede the stated required response time.

Failure by the bidders to provide services during the operational hours and/or days specified; and failure to respond to pickup requests within the time frame specified, may result in the bidders being deemed in breach of contract and terminated immediately from the contract. In the event of this occurrence, the County reserves the right to debar the bidders from participating in any future Miami-Dade County bidding process for a period of time deemed suitable by the County.

The bidder is responsible for placing designated samples into coolers.

Transport of samples is to be carried out expeditiously to ensure samples are analyzed before the expiration of the sample holding times specified by the United States Environmental Protection Agency (USEPA).

3.4 DATA VALIDATION

The County may submit performance evaluation (PE) samples to validate analytical performance by the bidder. A second laboratory for comparison may analyze selected samples. The secondary laboratory could be Miami-Dade County's own lab or a secondary/tertiary bidder who would be awarded from this solicitation.

Quality control data, PE results, and on-site audits will be used by the County to evaluate vendor's performance.

Should values for PE samples be unacceptable, the bidder, upon written notification by the County, must re-analyze the sample in question at no cost to the County, provide a written explanation for errors and submit a corrective action plan within 12 calendar days of written notification.

The County reserves the right to refuse payment for all samples collection of that samples set analyzed for the parameter failing the data validation test.

The bidder shall analyze field blanks that are clearly labeled as such by the County. If the results exceed twice the bidder's minimum detection limit, the bidder shall immediately:

- A. Reanalyze the blank
- B. Contact the County by phone
- C. All reanalyses shall include re-digestion for analytes requiring digestion.

SECTION 3 TECHNICAL SPECIFICATIONS
Chemical and Biological Testing and Sampling Services – Short Term

3.5 ADDITIONAL TESTING

Given the range of environmental situations that may arise, improvements in analytical methodologies, new regulator mandates etc., the analytical tests in Section 3, Paragraph 3.12 are not all encompassing. Therefore, upon written request by the County, bidder shall provide a written quote for sample collection, biological surveys, and/or sample analyses not listed in Section 3, Paragraph 3.12 and/or for analyses listed in Section 3, Paragraph 3.12 for which a different method, media, or detection limit is required.

Because of the wide range of sample composition that may occur, it may not be technically possible or feasible to always achieve that Contract Required Detection Levels (CRDLs) in Appendix A. In these cases the bidder shall make all reasonable efforts to obtain the lowest practical detection limit.

3.6 REPORTS

- A. Both written and electronic reports of analyses are to be forwarded to the County representatives within six (6) calendar days after receipt of samples, unless a different period is approved or requested by the County. If requested, reports are to be tabulated and submitted on specified Florida Department of Environmental Protection (FDEP) forms, which may change from time to time. Use of subcontract laboratories does not exempt the primary laboratory from the six-day turnaround time requirement. Failure to submit reports in a timely manner and/or missed reporting deadline stemming from delays in laboratory reports may result in the bidders being in breach of contract and terminated immediately from the contract. In event of the occurrence, the County may procure the required services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the bidder.
- B. Electronic data reporting shall be made available to the County in a format as required by each of the Departments using this contract to permit downloading into spreadsheets or databases. Standardized formats such as EXCEL shall be available to the County at no additional cost to the County.
- C. Automated Data Processing Tool (ADaPT) software program for electronic submittal shall be made available when required by any Miami-Dade County Department at no additional cost to the County. Departments and the bidders shall negotiate a reasonable turnaround time period for this report.
- D. Yet to-be-reported, analytical data is to be available to the County. The information should permit reviewing of analytical data as it becomes available and printing of results on the County's printers.
- E. A report of "no sample taken" (inaccessible monitoring well, etc.) and corresponding chain of custody (COC) is required when a sample requested cannot be collected in necessary bidder should provide picture(s) of reason why samples could not be collected, and shall include the picture(s) with reports.
- F. Solid sample results must indicate wet weight or dry weight as indicated by the Work Order.
- G. Full time sampling per site or event, not well by well.

SECTION 3 TECHNICAL SPECIFICATIONS
Chemical and Biological Testing and Sampling Services – Short Term

- H. A complete semiannual monitoring event should be completed within two weeks.
- I. Laboratory report should be organized maintaining the numeric order of the groundwater wells.
- J. Laboratory results shall not be combined or mixed; groundwater wells should not be together with blanks, duplicates, quality control, field logs, and chain of custodies. This is applicable to any format, digital or hard copies.
- K. Analytical reports in digitized in Portable Document Format (PDF) are to be submitted consistent with the numerical order of the field station sampled as designated by the County.
- L. Lab is to submit one invoice per sampling episode per site upon completion of the analytical work corresponding to that sampling episode.

Upon written request by the County, the bidder shall provide, at no additional cost to the County, copies of quality control data, including but not limited to: chromatograms, Duplicate/spike/standards/banks analyses, results of State of Florida sponsored “performance evaluation” testing, instrument calibrations and quality control charts for accuracy and precision, and method detection limit (MDL) data.

Selected Quality Assurance Quality Control (QA/QC) data (method blank, duplicates, matrix spike recovery, and surrogate recovery) are to be incorporated into the analytical report at no additional cost to the County.

3.6.1 AUDITS

The bidders shall provide copies of the latest audit reports from the Florida Department of Health (FDOH); and copies of the latest deficiencies and corrective actions when requested by the County. Failure to provide the required documents may result in the bidders being in breach of contract and terminated immediately from this contract. In the event of this occurrence, the County may procure the required services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the bidder.

For any audits occurring during the contract terms, the bidders have 60 business days to provide copies of the audit reports from FDOH, deficiencies and corrective actions to Internal Services Department, Procurement Management Division.

Failure of the bidders to provide audit reports during the contract terms may result in the bidders being in breach of contract and terminated immediately from this contract. In the event of this occurrence, the County may procure the required services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the bidder.

Any reoccurring deficiencies will result in a vendor non-performance report being submitted by the user department to the Internal services Department, Procurement Management Services Division. The issuance of a second non-performance report for reoccurring deficiencies may result in the bidder being terminated immediately from the contract for default. In the event of this occurrence, the County reserves the right to debar the bidders from participating any future Miami-Dade County bidding process for a period of time deemed suitable by the County.

SECTION 3 TECHNICAL SPECIFICATIONS
Chemical and Biological Testing and Sampling Services – Short Term

3.7 QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC)

Bidder shall strictly follow all QA/QC procedures contained in their State of Florida approved NELAC (as requested in Section 3, Paragraph 3.9 of this solicitation) and as a minimum, adhere to the provisions in FDEP 62-160 FAC. Additional QC samples that might be requested which are considered "project-specific" will be billed at the applicable unit price for the test(s). The bidder shall provide all quality assurance data associated with conducted analyses when requested at no additional cost to the County. The County will not pay for data that does not meet the bidders' and County's group specific quality assurance/quality control criteria.

Failure of the bidders to provide accurate data stipulated, may result in the bidders being in breach of contract and terminated immediately from this contract. In the event of this occurrence, the County may procure the required services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the bidder.

When conducting field sampling, the bidder shall collect all required QA/QC samples such as trip and equipment blanks and duplicates.

3.8 SAMPLES / REGULATIONS**3.8.1 HAZARDOUS WASTE**

Unused portions of samples found or suspected to be hazardous according to Federal, State or County regulations shall be retained by the bidder for 45 calendar days as all other samples are, at no additional charge to the County. Thereafter, it shall be properly disposed of by the bidder upon completion of the analytical work. The County will make prior arrangements for the samples that must be returned to the County after analyses are completed.

3.8.2 WATER

A water sample is defined as aqueous samples containing less than 5% solids.

3.8.3 SOLID

A solid sample is defined as soils, sediments, sludge, hazardous waste and oil.

In order to promote accuracy and comparable numbers, solid samples will be homogenized (except for volatile analyses) in accordance with the analytical method.

3.8.4 MULTIPLE PHASES

Any sample submitted with multiple phases (e.g., water/oil) will have each phase processed, analyzed and billed as a distinct entity unless instructed otherwise in the Work Order.

3.8.5 RETENTION

After submittal of test results, all samples are to be retained for an additional 45 calendar days. Samples submitted by the Pollution Regulation Enforcement Division (PRED) section of the Permitting, Environment and Regulatory Affairs (PERA) are to be returned to PERA. The bidder shall be responsible for sample disposal after the holding period.

SECTION 3 TECHNICAL SPECIFICATIONS
Chemical and Biological Testing and Sampling Services – Short Term

3.8.6 CHAIN OF CUSTODY (COC)

Because the County is responsible for enforcement of environmental regulations, adherence by the bidder to the COC procedures outlined in the State of Florida NELAC is mandatory. The County will not make payment for analyses of samples handled in violation of COC requirements. The COC copies are brought in with samples by the collector or sampler at the end of the sampling day.

3.9 LABORATORY CERTIFICATION AND QUALITY MANUAL

The bidder shall maintain laboratory certification by the NELAP throughout the contract term.

The bidder shall provide the County with results of Proficiency Testing (PT) samples throughout the contract term.

The bidder shall use the methods proposed for all analyses. The bidder cannot change methods or contract required detection limits without written approval from the County departmental representatives.

3.10 LITIGATION/PROSECUTION

All costs associated with compliance to any subpoena or other official request for documents, for testimony in a court, or for any other purpose relating to work performed for the County in connection with work performed, shall be paid by the County.

Such cost shall include, but are not limited to, hourly charge for persons involved in responding to subpoenas, travel and accommodations, mileage, attorney's preparation of testifier and advice of counsel in connection with response to subpoenas, and all other expenses deemed reasonable by the County and associated with said litigation.

The bidder must comply with all requests arising from litigation proceedings or criminal investigation.

3.11 FIELD SERVICES

The bidder shall provide all labor, material, equipment and facilities necessary for satisfactory performance of sampling or related field services as required by the County. Services when requested, shall comply with environmental regulations and operating permits of County facilities. Field services are paid by the hour only, not per number of sampling team (see group 1-part 8 in section 4 of this solicitation). Travel time is not paid.

SECTION 3 TECHNICAL SPECIFICATIONS
Chemical and Biological Testing and Sampling Services – Short term

3.12 APPENDIX A: APPROVED TEST METHODS FOR METAL

PARAMETER	INDUCTIVELY COUPLED PLASMA (ICP)	ICP-MASS SPECTROMETER (ICP-MS)	OTHERS
1. Aluminum	6010/200.7	6020/200.8	
2. Antimony	6010/200.7	6020/200.8	
3. Arsenic	6010/200.7	6020/200.8	7061A/206.3
4. Barium	6010/200.7	6020/200.8	
5. Beryllium	6010/200.7	6020/200.8	
6. Cadmium	6010/200.7	6020/200.8	
7. Calcium	6010/200.7	-	
8. Chromium	6010/200.7	6020/200.8	
9. Cobalt	6010/200.7	6020/200.8	
10. Copper	6010/200.7	6020/200.8	
11. Iron	6010/200.7	6020/200.8	
12. Lead	6010/200.7	6020/200.8	
13. Magnesium	6010/200.7	-	
14. Manganese	6010/200.7	6020/200.8	
15. Mercury	-	-	7470/245.1/7474/245.7
16. Molybdenum	6010/200.7	6020/200.8	
17. Nickel	6010/200.7	6020/200.8	
18. Potassium	6010/200.7	-	
19. Selenium	6010/200.7	-	
20. Silver	6010/200.7	6020/200.8	
21. Sodium	6010/200.7	-	
22. Thallium	6010/200.7	6020/200.8	
23. Tin	200.7	-	
24. Titanium		-	
25. Vanadium	6010/200.7	-	
26. Zinc	6010/200.7	6020/200.8	
27. *PERA 8 Metal	6010/200.7	6020/200.8	
28. **RCRA 8 Metals	6010/200.7	6020/200.8	
29. Chromium, Hexa			7196/SM 3500-Cr D

*PERA 8 metals: Ag, As, Cd, Cr, Cu, Ni, Pb, Zn

**RCRA metals: As, Ba, Cd, Cr, Pb, Hg, Se, Ag

SECTION 4 BID SUBMITTAL FORM

Chemical and Biological Testing and Sampling Services – Short Term

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

OPENING: 2:00 P.M.

, 2012



PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES, DELIVERED IN MIAMI-DADE COUNTY, FLORIDA.

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: hlr ISD/PM Date Issued: This Bid Submittal Consists of Pages 17 through 35+Affidavits

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

Title:
Chemical and Biological Testing and Sampling Services – Short Term

A Bid Deposit in the amount of **NA** of the total amount of the bid shall accompany all bids.

A Performance Bond in the amount of **NA** of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County.

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 115-05, 962-22, 175-13, 495-25	
Procurement Contracting Officer	Herman Ramsey

FIRM NAME _____

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER THE BIDDER INELIGIBLE FOR LOCAL PREFERENCE.

FAILURE TO SIGN THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE.

**SECTION 4
BID SUBMITTAL FOR:
Chemical and Biological Testing and Sampling Services – Short Term**

FIRM NAME: _____

GROUP 1 – PART 1 METALS (WATER):						
Item No.	Parameter	Est. Annual Quantity	*CRDL Water ug/L			Unit Price Per Test Water
			200.7	200.8	Other	
1.	Aluminum	22	60	5		\$
2.	Antimony	10	15	5		\$
3.	Arsenic	113	4	0.5		\$
4.	Barium	10	1	0.2		\$
5.	Beryllium	10	0.4	0.025		\$
6.	Boron	10	40			\$
7.	Cadmium	113	1	0.02		\$
8.	Calcium	10	75			\$
9.	Chromium	113	0.5	1		\$
10.	Chromium Hexa by 7196	20			8.2	\$
11.	Cobalt	12	1	0.03		\$
12.	Copper	107	7	0.25		\$
13.	Iron	545	30			\$
14.	Lead	157	3	0.2		\$
15.	Magnesium	18	40			\$
16.	Manganese	10	0.2	0.2		\$
17.	Mercury by 245.1	632			0.12	\$
18.	Molybdenum	10	1	0.15		\$
19.	Nickel	40	1	0.25		\$
20.	Potassium	10	300			\$
21.	Selenium	10	15	0.5		\$
22.	Silver	10	2	0.025		\$
23.	Sodium	380	500			\$
24.	Strontium	10	80			\$
25.	Thallium	100	10	0.1		\$
26.	Tin	10	3			\$
27.	Titanium	10	0.5			\$
28.	Vanadium	10	2			\$
29.	Zinc	113	5	5		\$
30.	**PERA 8 Metals	10				\$
31.	***RCRA 8 Metals	10				\$
32.	****DW 10 Metals	10				\$

*CRDL = Contract Required Detection Level

**PERA 8 Metals: Ag, As, Cd, Cr, Cu, Ni, Pb, Zn

***RCRA 8 Metals: Ag, As, Ba, Cd, Cr, Pb, Hg, Se

****DW = Drinking Water 10 Metals: As, Ba, Be, Cd, Cr, Pb, Hg, Ni, Se, Sb, Ti

**SECTION 4
BID SUBMITTAL FOR:
Chemical and Biological Testing and Sampling Services – Short Term**

FIRM NAME: _____

GROUP 1 – PART 2 METALS (SOILS):						
Item No.	Parameter	Est. Annual Quantity	*CRDL Water mg/Kg			Unit Price Per Test Soil
			6010	6020	Other	
1.	Aluminum	22	6	5		\$
2.	Antimony	10	1.5	0.25		\$
3.	Arsenic	113	1	0.2		\$
4.	Barium	10	0.1	0.25		\$
5.	Beryllium	10	0.04	0.025		\$
6.	Boron	10	4			\$
7.	Cadmium	113	0.1	0.05		\$
8.	Calcium	10	10			\$
9.	Chromium	113	0.1	0.75		\$
10.	Chromium Hexa by 7196	20				\$
11.	Cobalt	12	0.1	0.02		\$
12.	Copper	107	0.7	0.5		\$
13.	Iron	545	3			\$
14.	Lead	157	0.6	0.25		\$
15.	Magnesium	18	4			\$
16.	Manganese	10	0.05	0.1		\$
17.	Mercury by 245.1	632			6	\$
18.	Molybdenum	10	0.1	0.075		\$
19.	Nickel	40	0.15	0.25		\$
20.	Potassium	10	30			\$
21.	Selenium	10	1.5	0.15		\$
22.	Silver	10	0.2	0.0125		\$
23.	Sodium	380	75			\$
24.	Strontium	10	8			\$
25.	Thallium	100	1	0.05		\$
26.	Tin	10	25			\$
27.	Titanium	10	0.1			\$
28.	Vanadium	10	0.2			\$
29.	Zinc	113	2	2.5		\$
30.	**PERA 8 Metals	10				\$
31.	***RCRA 8 Metals	10				\$
32.	****DW 10 Metals	10				\$

*CRDL = Contract Required Detection Level

**PERA 8 Metals: Ag, As, Cd, Cr, Cu, Ni, Pb, Zn

***RCRA 8 Metals: Ag, As, Ba, Cd, Cr, Pb, Hg, Se

****DW = Drinking Water 10 Metals: As, Ba, Be, Cd, Cr, Pb, Hg, Ni, Se, Sb, Ti

SECTION 4
BID SUBMITTAL FOR:
Chemical and Biological Testing and Sampling Services – Short Term

FIRM NAME: _____

GROUP 1 – PART 3 INORGANICS & PHYSICAL PROPERTIES (WATER):				
Item No.	Parameter	Est. Annual Quantity	*CRDL Water mg/L	Unit Price Per Test Water
1.	Alkalinity (CaCO3)	555	0.65	\$
2.	Ammonia	1,467	0.01	\$
3.	Ammonia unionized	272	0.01	\$
4.	cBOD5	578	2	\$
5.	Chloride	574	0.2	\$
6.	Chlorophylla	198	0.00015	\$
7.	COD	320	3	\$
8.	Color	5	5pcu	\$
9.	Conductance	1		\$
10.	Cyanide	556	0.005	\$
11.	Fluride	335	0.05	\$
12.	Hardness, Total	32		\$
13.	Nitrate + Nitrite as N	899	0.004	\$
14.	Nitrogen (kjeldahi)	480	0.08	\$
15.	Nitrogen, Total Organic	293		\$
16.	Oil & Grease	39	1.4	\$
17.	Oil & Grease + TPH	1	1.4	\$
18.	pH	5		\$
19.	Phenois, Total	122	0.004	\$
20.	Phosphorus, Ortho-P	84	0.002	\$
21.	Phosphorus, Total-P	420	0.002	\$
22.	Salinity	1		\$
23.	Solids, Total (TS)	1	10	\$
24.	Solid, Total Dissolved (TDS)	599	10	\$
25.	Solids, Total Suspended (TSS)	175	4	\$
26.	Sulfate	113	0.2	\$
27.	Sulfide	6		\$
28.	Surfactants (MBAS)	20	0.025	\$
29.	Total Organic Carbon (TOC)	773	1	\$
30.	Petroleum Range Organics (FLPRO)	22		\$
31.	Turbidity	511	1 NTU	\$

*CRDL = Contract Required Detection Level

SECTION 4
BID SUBMITTAL FOR:
Chemical and Biological Testing and Sampling Services – Short Term

FIRM NAME: _____

GROUP 1 – PART 4: HAZARDOUS WASTE CHARACTERIZATION				
Item No.	Parameter	Est. Annual Quantity	Test Methods	Unit Price Per Test
1.	Flash point	10	STM 1010/1020B	\$ _____
2.	Semivolatiles TCLP Extraction	20	1311	\$ _____
3.	Semivolatiles SPLP Extraction	20	1312	\$ _____
4.	Volatiles ZHE Extraction	10	1311	\$ _____
5.	Metals TCLP	10	1311	\$ _____
6.	Metals SPLP	10	1312	\$ _____

SECTION 4
BID SUBMITTAL FOR:
Chemical and Biological Testing and Sampling Services – Short Term

FIRM NAME: _____

GROUP 1 – PART 5: ORGANICS (WATER)				
Item No.	Parameter	Est. Annual Quantity	Test Methods	Unit Price Per Test Water
1.	Petroleum Range Organics	10	FL-PRO	\$
2.	Volatile Aromatics + MTBE	20	602/8021	\$
3.	Volatile Aromatics + MTBE by GC/MS	20	624/8260	\$
4.	Volatiles Halocarbons	20	601/8021	\$
5.	Volatiles Halocarbons by GC/MS	20	624/8260	\$
6.	Volatile Aromatics + Halocarbons	10	601+602/8021	\$
7.	Volatile Aromatics + Halocarbons by GC/MS	20	624/8260	\$
8.	Semivolatile Organics by GC/MS	20	625/8270	\$
9.	Acid Semivol (Phenols) by GC/MS	8		\$
10.	Polynuclear Aromatic Hydrocarbons (PAHs)	20	625/8270	\$
11.	Chlorinated Pesticides	320	608/8081	\$
12.	Chlorinated Herbicides	320	615/8151	\$
13.	PCB's	86	608/8082	\$
14.	Solvents Scan	10	8015	\$
15.	N-Methylcarbanate Pesticides	320	531.1/8318	\$
16.	Phosphorus Pesticides	300	507/8141	\$
17.	Triazine Pesticides	320	619	\$
18.	EthyleneDibromide (EDB) + Dibromochloropropane (DBCP)	10	504/8011	\$
19.	Glyphosate	320	547	\$

SECTION 4
BID SUBMITTAL FOR:
Chemical and Biological Testing and Sampling Services – Short Term

FIRM NAME: _____

GROUP 1 – PART 6: ORGANICS (SOILS)				
Item No.	Parameter	Est. Annual Quantity	Test Methods	Unit Price Per Test Soil
1.	Petroleum Range Organics	10	FL-PRO	\$ _____
2.	Volatile Aromatics + MTBE	10	602/8021	\$ _____
3.	Volatile Aromatics + MTBE by GC/MS	10	624/8260	\$ _____
4.	Volatile Halocarbons	10	601/8021	\$ _____
5.	Volatile Halocarbons by GC/MS	10	624/8260	\$ _____
6.	Volatile Aromatics + Halocarbons	10	601+602/8021	\$ _____
7.	Volatile Aromatics + Halocarbons by GC/MS	10	624/8260	\$ _____
8.	Semivolatile Organic by GC/MS	10	625/8270	\$ _____
9.	Polynuclear Aromatic Hydrocarbons (PAHs)	10	625/8270	\$ _____
10.	Chlorinated Pesticides	10	608/8081	\$ _____
11.	Chlorinated Herbicides	10	615/8151	\$ _____
12.	PCB's	10	608/8082	\$ _____
13.	Solvent Scan	10	8015	\$ _____
14.	N-Methylcatbanate Pesticides	10	8318	\$ _____
15.	Phosphorus Pesticides	10	8141	\$ _____
16.	Triazine Pesticides	10	619	\$ _____
17.	EthyleneDibromide (EDB) + Dibromochloropropane (DBCP)	10	8011	\$ _____

SECTION 4
BID SUBMITTAL FOR:
Chemical and Biological Testing and Sampling Services – Short Term

FIRM NAME: _____

GROUP 1 – PART 7: RADIONUCLIDES (WATER)				
Item No.	Parameter	Est. Annual Quantity	*CRDL Water pCi/L	Unit Price Per Test Water
1.	Radium 226	145	0.5 pCi/L	\$
2.	Radium 228	145	0.5 pCi/L	\$

SECTION 4
BID SUBMITTAL FOR:
Chemical and Biological Testing and Sampling Services – Short Term

FIRM NAME: _____

GROUP 1 – PART 8: SAMPLING (WATER)					
Item No.	Parameter	Est. Annual Quantity	Hour/Days Rate	Test Methods	Unit Price Per hour or day
1.	Sample Collection services including field services measurements, conductivity, DO, pH, temperature, water level, depth, salinity, secchi disk on a per hour rate.	863	hours	Hydrolab or equivalent	\$ _____
2.	Rental of Composite Sampler	10	days	Per day	\$ _____

SECTION 4
BID SUBMITTAL FOR:
Chemical and Biological Testing and Sampling Services – Short Term

FIRM NAME: _____

GROUP 1 – PART 9: MICROBIOLOGY (WATER)					
Item No.	Parameter	Est. Annual Quantity	*CRDL Water ug/L	Test Methods	Unit Price Per Test Water
1.	Total Coliform (MF)	1,377	10	SM9221/9222	\$ _____
2.	Fecal Coliform (MF/MPN)	1,403	10	SM9221/9223	\$ _____
3.	Fecal Streptococci	56	10	SM9221/9224	\$ _____
4.	Enterococcus Bacteria	200	2	EPA1600	\$ _____

**SECTION 4
 BID SUBMITTAL FOR:
 Chemical and Biological Testing and Sampling Services – Short Term**

FIRM NAME: _____

GROUP 1 – PART 10: HAZARDOUS MONITORING				
Item No.	Parameter	Est. Annual Quantity	Method EPA	Unit Price Per Test Water
1.	Constituents for Detection Monitoring (40 CFR Part 258.75)	448	EPA SW Method (15 Metals + 47 VOCS)	\$ _____
2.	Hazardous Inorganic+Organic Constituents (40 CFR Part 258.75)	16	EPA SW Methods	\$ _____
3.	Total Toxic Organic	24	608 + 624 + 625	\$ _____

SECTION 4
BID SUBMITTAL FOR:
Chemical and Biological Testing and Sampling Services – Short Term

FIRM NAME: _____

GROUP 2 METAL IN MARINE WATERS					
Item No.	Parameter	Est. Annual Quantity	*CRDL Water ug/L	Test Methods	Unit Price Per Test
1.	Cadmium	100	0.06	EPA 200.10	\$ _____
2.	Copper	100	0.16	EPA 200.10	\$ _____
3.	Lead	100	0.08	EPA 200.10	\$ _____
4.	Zinc	100	0.56	EPA 200.10	\$ _____

***CRDL = Contract Required Detection Level**

SECTION 4
BID SUBMITTAL FOR:
Chemical and Biological Testing and Sampling Services – Short Term

FIRM NAME: _____

GROUP 3 MIAMI-DADE AVIATION DEPARTMENT				
Item No.	Parameter	Est. Annual Quantity	Method EPA	Unit Price Per Test Water
1.	Biochemical Oxygen Demand	150	405.1	\$
2.	Cyanide Total	150	335.3	\$
3.	Hardness, Total	162	SM2340B	\$
4.	Nitrogen Ammonia (un-ionized)	150	350. calc	\$
5.	Oil & Grease	162	1664	\$
6.	Total Organic Carbon	162	415.1	\$
7.	Total Petroleum Hydrocarbons	162	1664	\$
8.	Turbidity	162	180.1	\$
9.	Coliform Fecal	150	SM9222D	\$
10.	Coliform Total	150	SM9222B	\$
11.	Fecal Streptococcus	150	SM9230B	\$
12.	Volatile Organic Compounds	70	5030/8260,8021	\$
13.	Semi-Volatile Organic Compound (PAHs only)	70	3510/8270	\$
14.	Cadmium	70	200.7	\$
15.	Chromium	70	200.7	\$
16.	Copper	70	200.7	\$
17.	Lead	70	200.7	\$
18.	Mercury	70	245.1	\$
19.	Zinc	70	200.7	\$
20.	Total Suspended Solids	30	160.2	\$

SECTION 4
BID SUBMITTAL FOR:
Chemical and Biological Testing and Sampling Services – Short Term

FIRM NAME: _____

Item No.	Option Items	%Markup of Unit Price
1.	Additional cost (if any) for Emergency Services (48 hours turn-a-round markup of specified testing prices listed in Section 4: Bid Submittal Form), per Section 2, Paragraph 2.23	%
2.	Expert Witness hourly rate per hour if requested by Miami-Dade County as listed in Section 3, Paragraph 3.10	\$

**SECTION 4
BID SUBMITTAL FOR:
Chemical and Biological Testing and Sampling Services – Short Term**

FIRM NAME: _____

FIRMS GENERAL INFORMATION	
Provide name of office staff that is capable of meeting the County's needs from 7:00 AM to 8:00 PM EST, Monday through Saturday.	
Contact Person:	
Company Name:	
Office Address:	
City/State/Zip Code:	
Telephone:	
Fax No.:	
Emergency Telephone No.:	
E-Mail Address:	
This information is the bidder responsibility to keep current. Any changed information should be sent to the appropriate Officer in a signed written form i.e. e-mail or a firm's letter head.	

LABORATORIES INFORMATION	
Complete if information is different from firms information	
Laboratory Name:	
Laboratory Address:	
City/State/Zip Code:	
Telephone:	
Fax No.:	
Emergency Telephone No.:	
Laboratory Name:	
Laboratory Address:	
City/State/Zip Code:	
Telephone:	
Fax No.:	
Emergency Telephone No.:	
Laboratory Name:	
Laboratory Address:	
City/State/Zip Code:	
Telephone:	
Fax No.:	
Emergency Telephone No.:	
Laboratory Name:	
Laboratory Address:	
City/State/Zip Code:	
Telephone:	
Fax No.:	
Emergency Telephone No.:	
Repeat if necessary to provide additional list of laboratories on a separate sheet.	

**SECTION 4
 BID SUBMITTAL FOR:
 Chemical and Biological Testing and Sampling Services – Short Term**

FIRM NAME: _____

SUBCONTRACTORS GENERAL INFORMATION	
Provide the name of subcontractor laboratory and its company's information	
Contact Person:	
Company Name:	
Office Address:	
City/State/Zip Code:	
Telephone:	
Fax No.:	
Emergency Telephone No.:	
E-Mail Address:	
Number of Business Years:	
Certificate of Competency Expiration:	
Repeat if necessary to provide additional lists on a separate sheet, describe what portion of the work the subcontractor will be performing.	

The space provided below shall be filled in with the requested information. Failure to provide this information with the offer may result in the bidder offer being deemed non-responsible.

QUALIFYING CRITERIA	SERVICES
	
	Chemical and Biological Testing and Sampling Services
National Environmental Laboratory Accreditation Program Certificate	
Current Copy of Approved CompQAP Latest Audit Reports from Florida Department of Health	
South Florida Services Laboratory location	

SECTION 4
BID SUBMITTAL FOR:
Chemical and Biological Testing and Sampling Services – Short Term

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

TITLE OF OFFICER: _____



Bid Title: Chemical and Biological Testing and Sampling Services – Short Term

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor. The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of bid or proposal submission.

Place a check mark here only if bidder has such conviction to disclose.

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: _____. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

Place a check mark here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Local Preference.

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Bidder participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?

Yes _____ No _____

B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

Yes _____ No _____



Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ FEIN No. _/_-_/ / / / / / / _

Prompt Payment Terms: ____% ____ days net ____ days (Please see paragraph 1.2 H of General Terms and Conditions)

Signature: _____ (Signature of authorized agent)
By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract.

Print Name: _____ Title: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.



APPENDIX

AFFIDAVITS FORMAL BIDS

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ Title: _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 MUST be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, MUST be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner) Gender	(Principal Owner) Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Contractor/Respondent's Signature _____ Print Name _____ Print Title _____ Date _____
(Duplicate if additional space is needed)

FORM 100

Walters, Vivian (SPEE)

From: Ramsey, Herman (ISD)
Sent: Friday, June 01, 2012 8:27 AM
To: Walters, Vivian (SPEE)
Cc: Clark, Veronica (SPEE); Pruna, Basia (ISD)
Subject: RQID1200075: Chemical and Biological Testing and Sampling Services Short-Term



DBD DEPARTMENT Draft Bid-7964.doc
INPUT.doc

Good morning Vivian,

Attachments you will find the DBD input document and draft solicitation for the above mentioned acquisition. Please process and provide a response at your earliest convenience.

If you have any questions, contact me at (305) 375-2851 or Basia Pruna at (305) 375-5018. I will be out of the office from June 4 – 8, 2012, contact Basia Pruna in my absent.

Thank you.

Herman Ramsey

Herman Ramsey
Procurement Contracting Officer 1
Internal Services Department
Procurement Management Division
111 NW 1st Street, Suite 1300
Miami, Florida 33128
Phone: (305) 375-2851
Fax: (305) 375-4407
E-Mail: hramsey@miamidade.gov.