

# ISSUING DEPARTMENT INPUT DOCUMENT

## CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New   
  OTR   
  Sole Source   
  Bid Waiver   
  Emergency   
 Previous Contract/Project No. FB-00701

Re-Bid   
  Other – \_\_\_\_\_   
 LIVING WAGE APPLIES:  YES  NO

Requisition No./Project No.: EVN0000515   
 TERM OF CONTRACT 5 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Microbiology Specialized Laboratory Testing & Sampling Services

Description: Miami Dade County is seeking the service of experienced State of Florida Department of Health certified vendors to provide microbiology specialized laboratory testing and sampling services to assist the County in meeting and maintaining compliance with Federa

Issuing Department: RER   
 Contact Person: Joel Arango   
 Phone: 305-372-6541

Estimate Cost/Value: \$200,000   
 GENERAL    FEDERAL    OTHER

Funding Source:    
Proprietary

### ANALYSIS

<b>Commodity Codes:</b>	<span style="border: 1px solid black; padding: 2px;">96148</span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.				
	<b><u>EXISTING</u></b>	<b><u>2<sup>ND</sup> YEAR</u></b>	<b><u>3<sup>RD</sup> YEAR</u></b>	
<b>Contractor:</b>	<span style="border: 1px solid black; padding: 2px;">Analytical Services Inc</span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	
<b>Small Business Enterprise:</b>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	
<b>Contract Value:</b>	<span style="border: 1px solid black; padding: 2px;">\$500,000</span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	
<b>Comments:</b>	<span style="border: 1px solid black; padding: 2px;"></span>			
Continued on another page (s): <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				

### RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
<b>SBE</b>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>

**Basis of Recommendation:**

Signed: Delvin Padilla   
 Date sent to SBD: 3/13/2023

	Date returned to SPD:	
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Rev. 072518

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*Miami-Dade County, Florida*

*Microbiology Specialized Laboratory Testing & Sampling Services*

**SECTION 2**  
**ADDITIONAL/SPECIAL TERMS AND CONDITIONS**

**2.1 PURPOSE**

Miami Dade County (County) is seeking the service of experienced State of Florida Department of Health certified vendors to provide microbiology specialized laboratory testing and sampling services to assist the County in meeting and maintaining compliance with Federal, State, and Local regulations.

**2.2 TERM OF CONTRACT**

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 Purchase Order issued by the County. The Contract shall expire on the last day of the 60th month.

**2.3 OPTION TO RENEW**

This Contract does not include an option to renew.

**2.4 METHOD OF AWARD**

Award of this contract will be made to the lowest priced responsive, responsible bidder whose offer represents the lowest price when all items within the group are added in the aggregate. To be considered for award, the bidder shall offer prices for all items within the group. If a bidder fails to submit an offer for all items within the group, its offer shall be rejected.

**2.5 SUBMITTAL REQUIREMENTS**

Vendors shall submit all of the following documents with their submittal form.

- A. The vendor shall provide evidence that the vendor is a legally registered entity authorized to engage in the business of laboratory testing and sampling services. Such documentation may be in the form of copies of occupational licenses, local business tax receipts, incorporation documents, business registration as a corporation.
- B. Bidder or Bidder's Subcontractor shall be regularly engaged in the business of providing microbiology specialized laboratory testing and sampling services to be considered for award. Bidder or Bidder's Subcontractor shall provide two (2) ***different*** references from customers to whom the Bidder or Bidder's Subcontractor has provided or is currently providing microbiology specialized testing and sampling services as described throughout this Solicitation for a minimum of two (2) years. In accordance with Resolution No. 1122-21, in lieu of the references from the Bidder or Bidder's Subcontractor, the County will consider references from Bidder's key personnel for the same services performed independently.

The references shall include the customer's company name and the contact person's name, title, address, telephone number, and e-mail address, who can verify that the Bidder/key personnel/Subcontractor has successfully provided the services (Section 4: Bid Submittal – Required

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Criteria). These references shall ascertain, to the County's satisfaction, that the Bidder/key personnel/Subcontractor has sufficient expertise in the industry and its firm is properly equipped to perform the required services.

- C. The vendor shall provide an online website which provides access to the Florida Department of Health (FDOH) approved National Environmental Laboratory Accreditation Conference (NELAC) Quality Manual. If the vendor does not have the ability to provide an online website, the vendor must supply a hardcopy of the aforementioned manual.
- D. The vendor shall provide a Florida Department of Health, Bureau of laboratories certification program certificate which indicates compliance with Florida Administrative Code 64E1.
- E. The vendor shall provide a Florida Department of Health, Laboratory's Scope of Accreditation list.
- F. The vendor shall provide at least two (2) recent sets of proficiency test (performance evaluation) sample results for Florida Department of Health laboratory certification/National Environmental Laboratory Accreditation Conference (NELAC) accreditation in accordance with the 2003 NELAC Standards Section 2.0.
- G. Vendor shall submit a valid copy of their Certification under the National Environmental Laboratory Accreditation Program (NELAP) for analysis of cryptosporidium, giardia, and microscopic particulate.

The following are official websites for further information pertaining to required certifications:

<http://www.nelac-institute.org/>  
<http://www.dep.state.fl.us/labs/dohforms.htm>  
<http://www.dep.state.fl.us/water/drinkingwater/forms.htm>

If an awarded vendor subcontracts or uses a corporate laboratory to perform the work, such subcontractor or laboratory must also meet the certification requirements listed below for the awarded vendor (as applicable to the awarded group). Also, the awarded vendor must submit the required documentation to the Internal Services Department (ISD) to verify compliance of the subcontractor or corporate laboratory as applicable. The submission of documents must be performed, and approval from the County must be obtained, prior to any services rendered by the subcontractor or corporate laboratory.

The County may, at its sole discretion and in its best interest, allow the bidder(s) to complete, supplement, or supply the required documents during the bid evaluation period. Failure to provide all of the above contract requirements shall render the bidder proposal non-responsive.

**2.6 PRICES**

The initial contract prices resultant from this solicitation shall prevail for a one (1) year period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the County may consider an adjustment to price based on changes in the following pricing index: Consumer Price Index, Wage Earners and Clerical Workers in the South, for All Items on a year-by-year basis. It is the vendor's responsibility to request any pricing adjustment under this provision. The vendor's request for adjustment should be submitted 90 days prior to expiration of the then current contract term.

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The vendor adjustment request cannot be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the subsequent contract term may be implemented without pricing adjustment. Any adjustment request received after the commencement of a new contract term may not be considered. The County reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available contract terms based on such price adjustments.

Continuation of the contract beyond the initial period is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

**2.7 WORK ORDERS**

The County reserves the right to also issue verbal orders to the awarded vendors. A written confirmation will follow within forty-eight (48) hours. In connection with the services to be performed under each work order, the vendor shall furnish all necessary personnel, laboratory materials, supplies, and equipment, written instructions (describing sampling protocol), all services necessary for, or labor supervision, facilities, courier service and incidentals necessary for performing the testing and sampling required.

**2.8 LICENSES, PERMITS AND FEES**

The vendor shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the County or the vendor for failure to obtain required licenses, permits or fines shall be borne by the vendor.

**2.9 PURCHASE OF OTHER ITEMS**

While the County has listed all major services and items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar services and items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the primary vendor to obtain a price quote for the similar services or items.

If there are multiple vendors on the contract, the County representative shall also obtain price quotes from these vendors. The County reserves the right to award these similar items to the primary contract vendor, another contract vendor based on the lowest price quoted, or to acquire the items through another means.

**2.10 EMERGENCY/ADDITIONAL TESTS**

Upon request from the County, the vendor shall provide a written fee proposal for sample collection and/or sample analyses not listed in Bid Proposal Forms and/or for analyses listed in Bid Proposal Forms for which a different method, media, Method Detection Limit (MDL) or Practical Quantization Limit (PQL) is required. The County's work orders will specify, as applicable; the number of samples with the desired method, MDL and PQL to be collected per location, the estimated number of hours for sample collection, the required turn-around time, and the estimated maximum cost of authorized services. The County reserves the right to seek such services from other sources. The specifics for the additional tests will be listed on the request for quotation. If it is in the best interest of the County to accept the written fee proposal from the vendor, an order will be issued based on the proposed price.

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**SECTION 3**

**SCOPE OF WORK/TECHNICAL SPECIFICATIONS**

**3.1 SCOPE OF WORK**

Miami-Dade County is seeking the service of experienced State of Florida Department of Health (FDOH) certified vendors to microbiology specialized laboratory testing and sampling services to assist the County in meeting and maintaining compliance with Federal, State, and Local regulations and operating permits.

**3.2 RESPONSIBILITIES OF THE CONTRACTED VENDOR**

The awarded vendors shall:

- A. Analyze samples for various analytes as specified in purchase orders submitted by Miami-Dade County departments.
- B. Perform the analyses for individual analytes and analyte groups in accordance with approved regulatory methods, Method Detection Limits (MDLs), Minimum Required Limits (MRLs), and Regulatory Detection Limits (RDLs).
- C. Provide FDOH on-site evaluation reports and current results of Proficiency Test (PT) samples when requested.
- D. Upon 48 hours' notice by the County, awarded vendor shall allow inspection of its laboratory facility(ies) during normal working hours (8:00am to 5:00pm) by the County representative or designee.
- E. Maintain FDOH Certification for all analytes monitored for regulatory compliance and adhere to all of the criteria in the laboratory's FDOH approved NELAC Quality Manual throughout the term of the contract.
- F. Provide all necessary sample collection supplies for awarded group.
- G. Maintain at all times an adequate staff of qualified personnel assigned to perform and report the laboratory analyses to ensure the timely reporting of the analyses for the duration of the contract.

**3.3 SAMPLING AND SAMPLE CONTAINERS**

Awarded vendors shall provide all labor, material, supplies, equipment, and facilities necessary for satisfactory performance of laboratory testing and sampling service as requested by the County. Services when requested, shall comply with environmental regulations, safety/security policies, and operation permits of County facilities.

Awarded vendors shall provide pre-labeled/cleaned sample containers with pre-measured amounts of the chemical preservation specified in 40 CFR, Part 141, Subpart C, 40 CFR Part 136, Table II, and DEP-SOP-001/01. The containers are to be constructed of appropriate material as defined in the references cited.

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The awarded vendor is to ship or deliver sample containers to locations designated by the County at no additional cost to the County.

All required chain of custody forms, sample collection instructions, and labels shall be provided by the awarded vendor in accordance with FDOH/NELAC requirements.

**A. Cost of Shipping and Handling for Collected Samples**

The cost of shipping and handling for collected samples shall be borne by the County.

Samples will be collected by County personnel in accordance with DEP-SOP-001/01. No compositing of samples will be allowed by the awarded vendor unless authorized by the County. Such laboratories shall provide sample collection services in accordance with DEP-SOP-001/01.

**3.4 DATA VALIDATION BY THE COUNTY**

In addition to following all data quality and validation requirements in the NELAC standards, the awarded vendor may be subject to the following data quality check by the County:

- A. The County may submit duplicate or blind samples for analysis to validate analytical performance and data quality by the laboratory.
- B. Should values on these samples vary from the known values, the data validation test would be considered a failure.
- C. Upon County notification, the awarded vendor (laboratory) shall re-analyze the samples in question at no cost to the County. Should results differ after re-analysis, the County reserves the right to refuse payment for all samples analyzed for the parameter(s) failing the data validation test.
- D. The County has the option to utilize the secondary or another vendor to analyze samples split with the primary awarded vendor.

**3.5 REPORT DELIVERY**

Laboratory data shall be reported in the Department specified paper format and/or in an electronic format (which may be amended from time to time) meeting Department requirements for importing into Department databases or for other electronic submission requirements.

**A. Final Reports**

Final reports shall be submitted to the using department within fourteen (14) calendar days after receipt of samples. Use of corporate, out of State, or subcontract laboratories does not exempt the awarded vendor of this requirement.

Reports for drinking water analyses used for regulatory submittals must be prepared on the standard Florida Department of Environmental Protection (FDEP) report form in accordance with FDEP Chapter 62-550.730 with data qualifier codes as specified in FAC, Chapter 62-160. All other reports shall conform to reporting requirements in FAC, Chapter 62-160.

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The format of reporting or timeframe, if different from the above, shall be specified in the work order based on changes by the applicable regulatory agency.

**3.6 ORGANIZATIONAL STRUCTURE**

Awarded vendors shall adhere to "Personnel" requirements set forth in Section 5.5.2 of the "National Environmental Laboratory Accreditation Conference (NELAC) Quality Systems Manual" which contains the NELAC standards, organized according to the Environmental Protection Agency's guidance.

Refer to the following website for further information:

[http://catalystinforesources.com/catalystinforesources.com/Quality\\_Manual/body\\_quality\\_manual.html](http://catalystinforesources.com/catalystinforesources.com/Quality_Manual/body_quality_manual.html)

**3.6 AUDITS/ACCESS TO RECORDS**

Upon request by the County, the awarded vendor shall provide, at no additional cost, copies of quality control data, including but not limited to control charts or limits, chromatograms, duplicate/spike/standard analysis, instrument calibrations, and quality control charts for accuracy and precision. The awarded vendor shall maintain records during performance of the service under this agreement and for three (3) years following the completion of the service.

The County or any of its authorized representatives shall have access to all records and other evidence for the purpose of inspection, audit, and copying during normal business hours without charge. The awarded vendor shall provide facilities for such access and inspection.

**3.7 INDEPENDENT LABORATORY**

The awarded vendor shall perform all services described herein as an independent contractor and not as an officer, agent, servant, or employee of the County. The laboratory shall have exclusive control of, and the exclusive right to control, the details of the services performed hereunder in accordance with the terms of this contract and all persons performing the same. The laboratory shall be responsible for any omissions of its officers, agent's employee, and subcontractors.

Nothing herein shall be construed as creating a partnership or joint venture between the County and laboratory. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant, or employee of the County, nor shall any person be entitled to any benefits available or granted to employees of the County.

**3.8 SUBCONTRACTOR**

Any subcontractor 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. The subcontracted laboratories shall perform not more than 10% of the total analyses submitted by the County. This does not apply to a branch laboratory owned and operated by the awarded vendor.