

ISSUING DEPARTMENT INPUT DOCUMENT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

☒ New ☐ OTR ☐ Sole Source ☐ Bid Waiver ☐ Emergency Previous Contract/Project No. 7964-0/18

☐ Contract
☐ Re-Bid ☐ Other – Access of Other Entity Contract LIVING WAGE APPLIES: ☐ YES ☐ NO

Requisition No./Project No.: RQID1800155 TERM OF CONTRACT 5 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Chemical and Biological Testing & Sampling Services

Description: The purpose of this solicitation is to establish a contract for the purchase of chemical and biological testing, sampling services and scientific investigations in compliance with federal, state, and local environmental regulations for various County departments.

Issuing Department: Interal Services Dep Contact Person: Robert Mendoza Phone: 305-375-3704

Estimate Cost: \$2,709,365 GENERAL FEDERAL OTHER
Funding Source: Proprietary

ANALYSIS

Commodity Codes:	<u>961-48</u>	<u>962-22</u>	<u>992-26</u>	<u>115-05</u>	<u>495-26</u>
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.					
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>		
Contractor:	<u>Pace Analytical, Advanced</u>				
Small Business Enterprise:					
Contract Value:	<u>\$3,004,000</u>	<u>\$3,004,000</u>	<u>\$3,004,000</u>		

Comments:

Continued on another page (s): ☐ YES ☒ NO

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE	<u></u>	<u></u>	<u></u>	<u></u>

Basis of Recommendation:

Signed: <u></u>	Date sent to SBD: <u>09/07/2018</u>
	Date returned to SPD: <u></u>

SECTION 2 - SPECIAL TERMS AND CONDITIONS**2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for the purchase of chemical and biological testing, sampling services and scientific investigations in compliance with federal, state, and local environmental regulations for various Miami-Dade County departments on an as-needed basis.

2.2 PRE-BID CONFERENCE

A pre-bid (for ITB actions) conference will be held on (date) at Stephen P. Clark Center in conference room no. 18- to discuss the special conditions and specifications included within this solicitation. It is recommended that a representative of the firm attend this conference as the "cone of silence" will be lifted during the course of the conference and informal communication can take place.

Awarded bidder are requested to bring this solicitation document and printed general terms and conditions to the conference, as additional copies may not be available.

2.3 TERM OF CONTRACT

This contract shall commence upon the approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Blanket Purchase Order issued by the Internal Services Department, Strategic Procurement Division. The contract shall expire on the last day of the sixtieth (60th) month.

2.4 METHOD OF AWARD

Award of this contract will be made to the three (3) lowest priced responsive, responsible bidders on a group-by-group basis. Bidders may bid on any or all groups. To be considered for award of a group, the bidder shall offer prices for all items within a given group. The County will then select the bidders for award of each group by totaling the unit prices for all of the items within each group. If a bidder fails to submit an offer for all items within the group, its offer for that specific group shall be rejected.

While the award will be made to multiple bidders on a group-by-group basis to assure availability, the lowest priced bidder for each group will be given the opportunity to perform as appropriate to meet the County's needs.

Groups to be awarded are as follows:

Test Group A: Part 1-14

See Section 3, Paragraph 3.3 A for a full description of the tests needed under this group.

Test Group B: Storm Water Sampling Program

See Section 3, Paragraph 3.3 B for a full description of the tests needed under this group.

Test Group C: Part 1-7

See Section 3, Paragraph 3.3 C for a full description of the tests needed under this group.

2.5 QUALIFICATION CRITERIA

2.5.1 Bidder(s) shall be regularly engaged in the services described throughout this solicitation. Bidder(s) shall submit in Section 4: References, three references from current or previous customers. The references listed must be customers to whom

the bidder has provided the services as described in the solicitation. The references must include the customer's company name, and the name, title, address, telephone number, and e-mail address of the contact person who can verify that the bidder has successfully provided the services listed throughout this solicitation. The County may determine through the references that the bidder has sufficient expertise and experience.

2.5.2 Bidder(s) shall provide throughout the term of this contract a designated Laboratory Manager and shall notify the County in writing of any changes. This information shall be submitted in the bidder's Section 4: Vendor Data Form.

2.5.3 Bidder(s) shall maintain a toll free or local telephone number, separate facsimile (fax) number and/or electronic mail address. This information shall be submitted in the bidder's Section 4: Vendor Data Form.

2.5.4 Bidder(s) shall provide throughout the term of this contract a designated Laboratory Quality Assurance (QA) Manager and shall notify the County in writing of any changes. This information shall be submitted in the bidder's Section 4: Vendor Data Form. The QA manager shall have functions independent from laboratory operations, general knowledge of analytical test methods and quality assurance/quality control procedures. The QA manager shall also be able to evaluate data quality objectively.

2.5.5 Bidder(s) shall provide a certificate of competency for the following:

A. Laboratory Certification-the bidders' laboratory shall be certified by the Florida Department of Health (FL DOH), National Environmental Laboratory Accreditation Program (NELAP). Bidders shall submit a copy of their certification and the scope of accreditation with the bid price schedule form. Certification must be maintained during the contract term.

B. Subcontractor Laboratory Certification-any subcontractor laboratory used to perform work under this solicitation 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. A subcontractor laboratory is defined as a laboratory which is hired by the awarded bidder to perform laboratory services and is a separate and independent corporate entity.

2.5.6 Proof of Compliance to the Solicitation's Requirements: bidders are required to submit, with their bid price schedule form, all the specified information, documents and/or attachments as proof of compliance to the solicitation requirements. However, Miami-Dade County may allow bidders to complete, or supplement, their proof of compliance to the solicitation's requirements during bid evaluation. Failure to provide proof of compliance to the solicitation's requirements, as requested by the County, may result in a bid being deemed non-responsible.

2.5.7 Verification of Information: The County may verify the information submitted by the bidders and may obtain and evaluate additional information, as it deems necessary to ascertain the bidder's ability to perform under the contract. The County shall be sole judge of a bidder's ability to perform, and its decision shall be final.

2.6 FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENTS

2.6.1 The Initial contract prices resulting from this solicitation shall remain fixed for a period of no less than 12 months from the contract's initial effective date. Following

the initial 12 month period, the fixed prices may be adjusted upward or downward on a yearly basis to prices based on changes in the following price index:

- a. Employee Cost Index (ECI): Total Compensation for private industry workers in professional, scientific and technical services, Index. Area: U.S. National Average. Series ID: CIU20154000000001.

2.6.2 It is the awarded bidder's responsibility to request any pricing adjustments under this provision. Pricing adjustments will be considered yearly on the contract commencement anniversary date. For any adjustment to be considered, the awarded bidder's request for adjustment should be submitted to the Internal Services Department, Strategic Procurement Division, no less than 90 calendar days prior to the anniversary date. The awarded bidder adjustment request may not be in excess of the relevant documented pricing indexes.

2.6.3 Any adjustment received after 90 calendar days from the anniversary date may not be considered. If no adjustment request is received from the awarded bidder, the County will assure that the awarded bidder has agreed that the next 12 month period will be without any upward price adjustment. The County reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for the next 12 month period based on the downward movement of the appropriate index.

2.6.4 It shall be further understood that the County reserves the right to reject any price adjustments submitted by the awarded Bidder and/or to terminate the contract with the awarded bidder based on such price adjustments. Any agreed upon increase shall not exceed 5% annually.

2.6.5 The awarded bidders' price shall be inclusive of all costs, charges, and fees involved in providing the specified products. Additional charges of any kind added to the invoice submitted by the bidder is prohibited.

2.7 SAMPLE PICKUP

The awarded bidder(s) shall respond to pick up samples within three hours of notification from the requesting department unless the bidder is advised otherwise by the County Department. Sample pick up days and times shall be Monday-Friday from 7:00 AM to 6:00 PM, exclusive of observed County holidays. If the requesting County department so desires, a routine pickup schedule may be created to collect samples.

2.8 SAMPLING SCHEDULE

Upon written notification from the County's Project Manager, the bidder shall commence to perform the required sampling field services within the specified timeline provided therein or within ten business days of the date of the written notification.

2.9 EMERGENCY SERVICES

There may be instances in which emergency samples need to be collected for testing. In those instances the awarded bidder shall pick up the samples on the same day, within two hours of notification from the requesting County department. The bidder(s) may need to expedite a required sample and provide results within 48 hours (excluding Sundays) after samples are relinquished to the contract lab.

2.10 RESULTS DELIVERY

All test results both written and electronic should be delivered within six (6) work days

(defined as Monday through Saturday from 7:00 AM to 8:00 PM) after the date of the order. The County may at times request and approve different delivery requirements. 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.

The County shall provide samples from time to time for bacterial testing to the bidder. When these tests are requested, the bidder shall provide preliminary test results to the County by phone or e-mail as soon as the results are available. A formal report showing the final results shall be delivered to the requesting County Department after notification of the preliminary result and within six (6) work days after the date of order.

Should the bidder(s) 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.

2.11 DEFICIENCIES

Bidder(s) 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 three (3) calendar days after such rejected defects, deficiencies, and/or non-conformances are reported to the bidder by the County.

Bidder(s) 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.

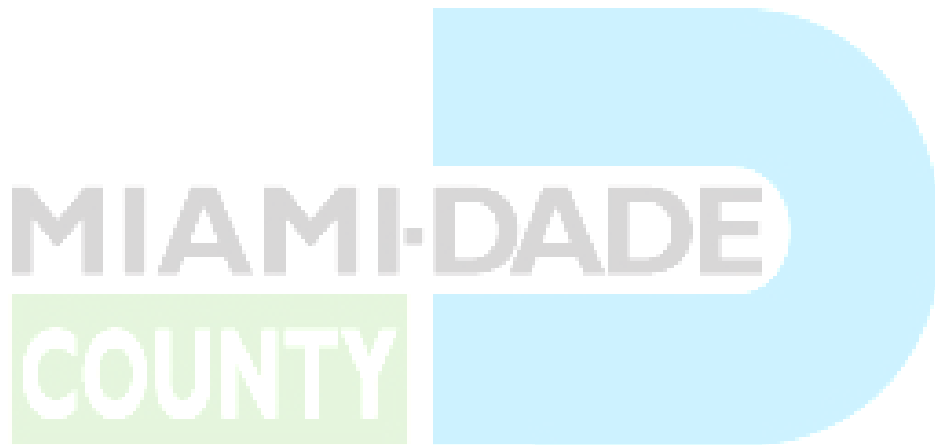
2.12 PURCHASE OF ADDITIONAL SERVICES

Given the range of environmental situations that may arise, improvements in analytical methodologies, new regulatory mandates, etc., the analytical tests as listed in Section 4 of this solicitation are not all encompassing. While the County has listed all major services within this solicitation which is utilized by County departments in conjunction with their operations, there may be similar services that may be needed by the County during the term of this contract. Under these circumstances, a County representative will contact the primary bidder to obtain a price quote for the needed services. If there are multiple bidders on the contract, the County representative may also obtain price quotes from these bidders. 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. These additional services may also be requested on an emergency basis as per section 2.9.

2.13 SUB-CONTRACTORS OF WORK SHALL BE IDENTIFIED

In accordance with Ordinance 97-104, the bidder shall identify 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, 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 2.5 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, Strategic Procurement Division. The bidder must receive written consent of approval from the County prior to the subcontractor(s) performing any work.



SECTION 3 – TECHNICAL SPECIFICATIONS**3.1 SCOPE OF WORK**

The purpose of this solicitation is to award a contract for the purchase of chemical and biological testing, sampling services and scientific investigations in compliance with Federal, State, and Local environmental regulations. Miami-Dade County requires environmental samples tested including, drinking water, groundwater, surface water, saline water, soils, sediments, effluents, hazardous and solid waste and tissue.

3.2 SERVICES TO BE PROVIDED

The bidder(s) shall provide the following services:

- A. Analyze Samples provided for parameters as specified, for all groups in section 3.3 Test Groups. Analyses shall be performed using the methods listed in Section 4: Bid Submittal as well as Section 3 paragraph 3.4. Approved Test Methods for Metals to meet the contract required detection, and quantitation level (CRDL).
- B. 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 to the County a Quality Manual and National Environmental Laboratory Accreditation Conference (NELAC) report on latest Florida Department of Health (FL DOH) audit. Method's Standard Operation Procedures (SOPs), as requested. The NELAC document shall be submitted on a disk or flash drive. SOPs are submitted upon request when needed.
- C. 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).
- D. Submit monthly reports to the County listing the following information: type of test performed, number of tests performed, cost of tests, sampling costs, and total monthly expenditures.
- E. All analyses shall be performed following method QA/QC procedures. If samples analyzed along with a QC sample determined to be "out of control" the associated samples shall be re-analyzed. If re-analysis is not an option, the analytical results shall be qualified with appropriate FL DEP qualifier codes.

3.3 TEST GROUPS

The different parts in this section group together parameters or specialty items to be analyzed that are in "families" in an analytical chemistry perspective. A **water sample** is defined as aqueous samples containing less than 5% solids. A **solid sample** is defined as soils, sediments, sludge, solid hazardous waste materials and oil products. In order to promote accuracy and comparable numbers, solid samples will be homogenized (except for volatile analyses) in accordance with the analytical method. Because some types of analyses are particularly unique, some parameters are "stand alone". The chemical or the analytical relationships, or both, are what has caused the groups to be organized as follows.

3.3.1 Group A

- **PART 1: METALS (WATER)**

This group has been established to test for metal parameters which may be found in dissolution in a water or aqueous matrix.

- PART 2: METALS (SOILS)
This group has been established to test metal parameters which may be found in a soil or solid matrix.
- PART 3: INORGANICS & PHYSICAL PROPERTIES (WATER)
This group has been established to test inorganic constituents of diverse types and to measure physical properties in a water or aqueous matrix.
- PART 4: HAZARDOUS WASTE CHARACTERIZATION
This group has been established to test the parameters used to determine whether an item analyzed meets or exceeds Resource Conservation and Recovery Act (RCRA) standards. The pricing proposed for item 7 through 11 shall be inclusive of the TCLP Extraction by 1311.
- PART 5: ORGANICS (WATER)
This group has been established to test organic parameters or components which may be dissolved in a water or aqueous matrix.
- PART 6: ORGANICS (SOILS)
This group has been established to test organic parameters or component parameters which may be found in a soil or solid matrix.
- PART 7: RADIONUCLIDES (WATER)
This group has been established to test radioactive isotopes which may be found in a water or aqueous matrix.
- PART 8: METAL IN MARINE WATERS
This group has been established to test metal parameters which may be found in a marine or bay water matrix.
- PART 9: SAMPLING (WATER)
This group has been established to test a collection of samples from diverse monitoring stations or locations throughout Miami-Dade County. The sampling shall be done by the laboratory. The pricing proposed under this group shall be inclusive of specialized sampling equipment rental.
- PART 10: MICROBIOLOGY (WATER)
This group has been established to test the analysis and identification of bacteria and other analysis of a biological nature which may be found in a water or aqueous matrix.
- PART 11: HAZARDOUS MONITORING
This group has been established to test the analysis of parameters that may exceed certain specific regulatory standards (such as sanitary sewer discharge) which may be found in a water or aqueous matrix.
- PART 12: SAMPLE COLLECTION
This group has been established to test a collection of samples from hazardous waste characteristics, volatile and semi volatile compounds, chlorinated Pesticides and Herbicides, and heavy metals for an assortment of samples throughout Miami-Dade County.

- PART 13: HAZARDOUS WASTE CHARACTERIZATION (SOILS)
This group has been established to test the analysis and identification of hazardous waste characteristics found in soils or solids which meet or exceed RCRA standards.
- PART 14: HAZARDOUS WASTE CHARACTERIZATION (WATER)
This group has been established to test the analysis and identification of hazardous waste characteristics found in water or an aqueous sample which meet or exceed RCRA standards.

3.3.2 Group B

- STORMWATER SAMPLING PROGRAM
A multi-parameter group containing metals, organic and inorganic parameters found in storm water.

3.3.3 Group C

This group has been created to test for parameters as specified in Chapter 24 of the Miami-Dade County Code.

- PART 1: METALS (WATER)
This group has been established to test for metal and metalloid parameters which may be found in drinking, ground, surface, saline, and waste water samples.
- PART 2: METALS (SOILS)
This group has been established to test metal parameters which may be found in a soil or solid matrix.
- PART 3: INORGANICS & PHYSICAL PROPERTIES (WATER)
This group has been established to test inorganic contaminants which may be found in drinking, ground, surface, saline and waste water samples.
- PART 4: INORGANICS & PHYSICAL PROPERTIES (SOLID)
This group has been established to test inorganic parameters which may be found in a soil or solid matrix. The test parameters are used to determine whether an item analyzed meets or exceeds RCRA standards.
- PART 5: ORGANICS (WATER)
This group has been established to test organic contaminants which may be found in drinking, ground, surface and waste water samples.
- PART 6: ORGANICS (SOILS)
This group has been established to test organic contaminants which may be found in a soil or solid matrix.
- PART 7: MICROBIOLOGY (WATER)
This group has been established to test the analysis and identification of bacteria and other analysis of a biological nature which may be found in drinking, ground surface, and waste water samples.

It is the bidders' responsibility to inform user departments in writing that newer methodologies would substitute those which are no longer in use or considered obsolete. The bidder will indicate the substitute method as being equivalent and accepted by the regulatory agencies with a brief reference to the agency action.

3.4 APPROVED TEST METHODS FOR METALS

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. Boron			
7. Cadmium	6010/200.7	6020/200.8	
8. Calcium	6010/200.7	-	
9. Chromium	6010/200.7	6020/200.8	
10. Chromium, Hexa	-	-	7196/SM 3500-Cr D
11. Cobalt	6010/200.7	6020/200.8	
12. Copper	6010/200.7	6020/200.8	
13. Iron	6010/200.7	6020/200.8	
14. Lead	6010/200.7	6020/200.8	
15. Magnesium	6010/200.7	-	
16. Manganese	6010/200.7	6020/200.8	
17. Mercury by 245.1	-	-	7470/245.1/7474/245.7/7471
18. Mercury by EPA 1631E	-	-	1631E
19. Molybdenum	6010/200.7	6020/200.8	
20. Nickel	6010/200.7	6020/200.8	
21. Potassium	6010/200.7	-	
22. Selenium	6010/200.7	-	
23. Silver	6010/200.7	6020/200.8	
24. Sodium	6010/200.7	-	
25. Strontium			
26. Thallium	6010/200.7	6020/200.8	
27. Tin	6010/200.7	-	
28. Titanium	6010/200.7	-	
29. Vanadium	6010/200.7	-	
30. Zinc	6010/200.7	6020/200.8	
31. *RER 8 Metal	6010/200.7	6020/200.8	
32. **RCRA 8 Metals	6010/200.7	6020/200.8	
33.***DW 10 Metals			

Commented [MR(1): Test method for this item?

Commented [MR(2): Test Method for this item? Is it only 6010/200.7?

Commented [MR(3): Test method for this item?

Note: 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) as listed. In these cases the bidder shall make all reasonable efforts to obtain the lowest practical detection limit.

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

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

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

3.5 SAMPLING CONTAINERS DELIVERY AND SAMPLE PICKUP

Bidder(s) shall provide coolers, sample protection bags, 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 NELAP. If requested, bidders shall supply an adequate amount of same-source preservatives in suitable containers, labeled as to type, concentration, source, and lot number. Bidder(s) are 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.

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)

Bidder(s) are responsible for keeping designated samples in the coolers during shipping.

3.6 **DATA VALIDATION**

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

Quality control data, PE results, and on-site audits will be used by the County to evaluate bidder's performance. If the values of the PE samples are unacceptable, the bidder, upon written notification by the County, must re-analyze the sample in question at no cost to the County and provide a written explanation for errors. Bidder(s) shall then submit a corrective action plan within 12 calendar days of written notification.

The County reserves the right to refuse payment for all samples collected in the sample set of the parameter which failed 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 reanalyze the blank and contact the County by phone of the initial findings. All analytes requiring digestion, shall be re-digested prior to reanalyzing.

The bidder shall analyze, report and evaluate the Quality Assurance (QA) samples provided by the County's sampling groups at no additional costs.

The bidder shall use Section 4 as a guideline for estimating sample dilutions. The bidder shall not over dilute samples which may cause the reporting levels to exceed the targeted regulatory levels.

3.7 **REPORTS**

- A. Both written and electronic reports of analyses are to be forwarded to the County within six (6) workdays 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.
- 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.
- C. Automated Data Processing Tool (ADaPT, EnvirData, or other) software program for electronic submittal shall be made available when required by County Department at no additional cost. The turnaround time will be established based on mutual agreement.
- D. Yet-to-be reported analytical data is to be available to the County. bidder must maintain the analytical data for a minimum of 5 years. 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. If necessary, bidder should provide picture(s) as to reason why samples could not be collected, and shall include the picture(s) with reports. Bidder will notify the County's designated Project Manager of the discovery or occurrence of said situation no later than by close of the next business day.
- 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.
- H. A complete semiannual monitoring event should be completed within two weeks.
- I. Laboratory report should be organized maintaining the numeric order maintaining the numeric order of the groundwater wells and/or traceable to the COCs or work orders created by the County laboratory. The COCs must be included as part of the report.
- 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 custody. This is applicable to any format, digital or hard copies.
- K. Analytical reports shall be digitized in Portable Document Format (PDF) and are to be submitted consistent with the numerical order of the field station sampled as designated by the County.
- L. The lab is to submit one invoice per work order, per sampling episode, per site upon completion of the analytical work corresponding to that sampling episode.

Upon written request, the bidder shall provide, at no additional cost, copies of quality control data, including 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) shall be incorporated into the analytical report at no additional cost. The QA/QC data must be reported within six (6) working days as part of the final report

3.8 **AUDITS**

Bidder(s) shall provide copies of the latest audit reports from the Florida Department of Health (FL DOH); 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 term, bidders shall have 60 business days to provide copies of the audit reports from FDOH, deficiencies and corrective actions to the Internal Services Department, Straight Procurement Division.

Commented [MR(4)]: The last paragraph of this section states that QA/QC data shall incorporated into the analytical report at no additional cost.

This does not match up with what is Paragraph J. Is this something that applies only to groundwater well samples? This may need to be rewritten if that is the case

3.9 QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC)

Bidder(s) shall strictly follow all QA/QC procedures contained in their State of Florida approved NELAP 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). Bidder(s) shall provide all quality assurance data associated with conducted analyses when requested at no additional cost. The County will not pay for data that does not meet the bidders and County's group specific quality assurance/quality control criteria. When conducting field sampling, the bidder shall collect all required QA/QC samples such as trip and equipment blanks and duplicates.

A. Quality Manual

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 SAMPLES / REGULATIONS**A. Hazardous Waste / Retention**

All samples, including unused portions of samples or samples which are suspected to be hazardous according to Federal, State or County regulations, shall be retained by the bidder for 45 calendar days, at no additional charge to the County. Thereafter, it shall be properly disposed of by the bidder upon completion of the analytical work. If necessary, the County will make prior arrangements for samples that must be returned to the County after analyses are completed.

B. 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.

C. Chain of Custody (COC)

The County is responsible for enforcement of environmental regulations, and adherence by the bidder to the COC procedures as outlined in the State of Florida NELAP is mandatory. The COC copies are brought in with samples by the collector or sampler at the end of the sampling day. All subcontractors must follow the same established procedures.

Chain of Custody Documents – all COC documentation shall be provided with invoices. The County will not make payment for analyses of samples handled in violation of COC requirements.

The COCs for enforcement samples, known as "blue cards" from the department of RER must be signed and returned by the awarded bidder to the RER laboratory.

D. Split Samples

A split sample is one of two equivalent portions of the same sample that is analyzed separately, typically by different parties using different laboratories, and is used to spot check the accuracy of data. Split samples can also provide a measure of the sample variability and a measure of analytical errors.

There may be times where the County will need to conduct a split sample with a consultant company. In the event that the consultant company uses one of the awarded bidders as their laboratory of choice to perform the analysis, the County reserves the right to seek the service from another awarded bidder. Before the County laboratory seeks the service from other contracted laboratories, they must have written evidence that the awarded laboratories cannot perform the services

Additionally, the County may conduct a split sample without a consultant company. If the County chooses to do so, the County reserves the right to seek the services from the awarded bidders. If one of the bidders is unable to perform the service the County must have written evidence of the fact before seeking the service from another laboratory.

Under no circumstances should the County Laboratory go beyond their designated bidder without written consent from the Strategic Procurement Division (SPD).

3.11 LITIGATION/PROSECUTION

The County shall pay for all costs associated with compliance to any subpoena, or other official request for documents, for testimony in a court of law, or for any other purpose relating to work performed for the County in connection with this solicitation.

Such costs shall include, 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 investigations.

3.12 FIELD SERVICES

Sampling services are routinely performed by the awarded bidder. In rare instances, samples may be provided to the laboratory that is collected by others. Bidder(s) may be required to 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 per hour only, not per number of sampling team, (See Group A – Part 9 and 12 in section 4 of this solicitation) Travel time is not paid.

3.13 COMPOSITE SERVICES

Bidders shall provide commercially available composite sampler that meets industry standards and State sampling requirements. Composite sampling is done as a quarterly service at several facilities operated by the Department of Solid Waste Management. Samples are to be collected from a manhole of the leachate conveyance system. Leachate samples are usually collected four times a year, not counting resamples which may be required from time to time depending on initial quarterly analytical results. Additional locations may be requested by County departments