



**PLANT CITY, FLORIDA**

**REQUEST FOR PROPOSALS  
for  
LABORATORY SERVICES  
RFP NO. 16-022UO-SS**

**City of Plant City  
Procurement Department  
302 W. Reynolds St., 3<sup>rd</sup> Floor  
Plant City, FL 33563  
Phone: 813-659-4270  
wstorey@plantcitygov.com**

**CITY OF PLANT CITY  
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REQUEST FOR PROPOSALS  
For  
Laboratory Testing Services  
RFP No. 16-022UO-SS**

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**CITY OF PLANT CITY, FLORIDA**

**REQUEST FOR PROPOSALS  
for  
Laboratory Testing Services  
RFP No. 16-022UO-SS**

**Project Summary**

The City of Plant City, Florida, a political subdivision of the State of Florida (City), is requesting proposals from experienced vendors who are interested in providing Laboratory Testing Services.

Sealed proposals will be received by the Procurement Manager, City Hall, 3<sup>rd</sup> Floor 302 West Reynolds Street, Plant City, Florida 33563 until **2:00 p.m., Thursday, May 12, 2016.**

**Scope of Services**

The City is soliciting proposals from qualified commercial laboratories for analytical laboratory services to perform testing of potable drinking water, raw and treated wastewater, reclaimed water, wastewater residuals, ground water from Groundwater Monitoring Wells for the wastewater system and a landfill, stormwater, industrial facilities discharging to the City's wastewater collection system and miscellaneous soil sampling. This proposal includes sample pick up services, groundwater monitoring well sampling and field analysis and soil sampling and field analysis. The pricing and services shall apply to all departments of the City of Plant City.

All analyses shall be done in accordance with United States Environmental Protection Agency, Florida Department of Environmental Protection, Florida Department of Health, and National Environmental Laboratory Accreditation Conference (NELAC) standards. The work shall be in compliance with 40 CRF Part 136, 141, and 503 and FAC 62-4.246, 550, 160, and 601 including Quality Assurance / Quality Control and Chain of Custody. All reports, in addition to the results of analysis, shall include test methods, Method Detection Limits (MDL's), Practical Quantitative Limits (PQL's), date the analysis was performed and analyst initials.

The term of the contract shall be for one year from the date of award. The award may be extended subject to written agreement by the City Manager and the awarded vendor for four (4) additional one year periods.

**Submittals**

**Sealed proposals will be received by the Procurement Manager, City Hall, 3<sup>rd</sup> Floor 302 West Reynolds Street, Plant City, Florida 33563, until 2:00 p.m., Thursday, May 12, 2016, in accordance with these specifications.**

## Questions

Procurement Manager, Buddy Storey is the **only** staff designated and authorized to answer questions about this bid. Bidders may rely only on written responses or interpretations from the Procurement Manager. Verbal and/or written responses given by other City staff in response to bidder questions shall not be binding on the City. The City will recognize written addenda issued by the Procurement Manager as the only legitimate method of responding to questions about this bid or the project described within this bid.

The deadline to submit questions is **April 29, 2016 at 10:00 AM**. All answers will be issued in writing via addendum. Questions shall be submitted in writing to Mr. Storey at [wstorey@plantcitygov.com](mailto:wstorey@plantcitygov.com).

The City is exempt from the payment of Federal and State taxes, including sales tax. The proposal shall not include sales tax to be collected from the City. The City's sales tax exemption is not available to vendor for items vendor purchases, regardless of whether these items will be transferred to the City.

Proposers must comply with the President's Executive Order Nos. 11246 and 11375, which prohibit discrimination in employment regarding race, creed, color, sex or national origin. Proposers must comply with Title VI of the Civil Rights Act of 1964, the Antikickback Act and the Contract Work Hours Standard Act. Proposers must comply with the provisions of the Vietnam Era Veterans Readjustment Act of 1974. Proposers must certify that they do not and will not, maintain or provide for their employees any facilities that are segregated on a basis of race, color, creed or national origin.

A person or affiliate as defined in Section 287.133, Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 \$25,000 for a period of 36 months following the date of being placed on the convicted vendor list.

In accordance with Section 2-151, Plant City Code, local businesses shall be assigned 1.5% of the total evaluation points. "Local businesses" means "persons, firms, corporations or other business entities which have paid the applicable business tax and are authorized to engage in the particular business at issue, and which have maintained a physical business address with full-time employees within the city limits of Plant City at least six months prior to bid or proposal

opening date. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical business address.” In order to be eligible for local preference, the local business must provide at the time of submittal a copy of the receipt of payment of the business tax.

The City of Plant City reserves the right to waive technicalities and informalities in any proposal, reject any or all proposals. The proposals will be ranked based on the following criterion:

<b>Price</b>	<b>60%</b>
<b>All Analysis completed in house</b>	<b>13.5%</b>
<b>DMR-QA/Proficiency Testing (Min. Grade 90%)</b>	<b>25%</b>
<b>Local Preference</b>	<b><u>1.5%</u></b>
<b>Total</b>	<b>100%</b>

The recommendation by the evaluation committee will be to award a contract to the highest ranked proposal.

CITY OF PLANT CITY, FLORIDA

W. A. “Buddy” Storey, Jr.  
Procurement Manager

1. **Proposals:**

1.1. **Sealed proposals will be received by the Procurement Manager, City Hall, 3<sup>rd</sup> Floor 302 West Reynolds Street, Plant City, Florida 33563, until 2:00 p.m., Thursday, May 12, 2016, in accordance with these specifications.**

1.2 Number of copies: Five (5) paper copies of all required forms and documents, one which shall be marked original; one electronic copy of all required forms and documents in PDF format on a CD or Thumb Drive. **Proposals shall be on the form provided for the purpose and shall be enclosed in an envelope or box clearly marked on the outside "Request for Proposal No. 16-022UO-SS Laboratory Services" with the name of the proposer also clearly written.**

1.3. Proposals which are incomplete, unbalanced, conditional, obscure, or which contain additions not called for, alterations or irregularities of any kind, or which do not comply with the Contract documents may be rejected at the option of the Owner.

1.4 Each proposal shall be signed, in behalf of the individual, partnership or corporation making the proposal by the person or person's legally authorized to sign this document and thereby bind the maker in full responsibility therefore. The address of the individual, partnership or corporation shall be appended and upon demand, the names and addresses of all members of a partnership or the corporate officers of a corporation thus bound shall be made known.

1.5 No proposal can be withdrawn for a period of sixty (60) days after the date of opening proposals.

1.6 All proposals received after the date and time stated in paragraph 1.1 above will not be considered. Offers by fax, e-mail or telephone will not be accepted.

1.7 The City shall not be liable for any pre-contractual expenses incurred by any proposer or by any selected contractor. Each proposer shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims or expenses incurred by, or on behalf of, the person(s) and entities participating in the preparation of its response to this RFP. Pre-contractual expenses are defined as expenses incurred by proposers and the selected proposer/contractor, if any, in:

1. Preparing Statement of Proposals and related information in response to this RFP.
2. Negotiations with the City on any matter related to this procurement.
3. Costs associated with interviews, meetings, travel or presentations.
4. All other expenses incurred by a proposer/contractor prior to the date of award and a formal notice to proceed.

2. **City Manager:** Where the term "City Manager" is used in these specifications, it refers to the City Manager of the City of Plant City, or his designee authorized in writing.

3. Proposer/Contractor: Each Contractor submitting a proposal must have the capability to provide the full range of services with the frequency detailed in the Request for Proposals.
4. Ability to Perform Work: Any Proposer may be required, before the award of any contract, to show to the complete satisfaction of the Owner that they have the necessary facilities, ability and financial resources to perform the work in a satisfactory manner within the time specified and that he has a past history and references which will serve to satisfy the Owner beyond any doubt as to his qualifications for doing the work.
5. Labor Regulations: Each Contractor and Subcontractor shall comply fully with all applicable Federal, State, and local laws and regulations concerning labor, work hours and labor conditions.
6. Quantities: The City Staff has estimated the number of tests to be performed on an annual basis. The quantities shown in the Proposal Form are approximate only and payments will be made for actual work done on a per service basis.
7. Award of Contract: The recommendation by the evaluation committee will be to award a contract to the highest ranked proposal based on the following criteria:

<b>Price</b>	<b>60%</b>
<b>All Analysis completed in house</b>	<b>13.5%</b>
<b>DMR-QA/Proficiency Testing (Min. Grade 90%)</b>	<b>25%</b>
<b>Local Preference</b>	<b><u>1.5%</u></b>
<b>Total</b>	<b>100%</b>

The Owner reserves the right to reject any or all Proposals and to waive informalities.

8. Laws and Regulations: The Proposer's attention is directed to the fact that all applicable Federal Laws, State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over all applicable laboratory analysis and services shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
9. Sworn Statement on Public Entity Crimes: The Proposer must, as an integral part of the contract, fill out and execute the form hereof entitled, "SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES." Failure to do so may disqualify his Proposal.
10. **Sec. 2-152. Protest procedure.** Any bidder or proposer who is allegedly aggrieved in connection with the issuance of the Procurement Manager's recommendation and intent to make a competitive award of a contract may protest to the City Manager in accordance with Sec. 2-152. Protest Procedure, of the City's Code.

## PROPOSAL FORM

Pursuant to and in compliance with your Request for Proposal dated April 11, 2016, the Instructions, General Specifications and other documents related hereto, the undersigned does hereby propose Laboratory Services for the City of Plant City.

The recommendation of award, if any, of a contract will be based on rating criteria as listed on Pages 3 and 5 and explained on Pages 21 - 23 of this document. Listing of analysis required in each schedule as listed below can be located at the end of this document in APPENDIX A: ANALYSIS SCHEDULE LISTING. Appendix B and C also at the end of this document lists testing which may be required during the duration of this contract and all must be completed in its entirety for this document to be considered complete. Appendix B and C will be evaluated and considered in the evaluation for award of this RFP. Pricing for award will be for the total cost of Schedules 1 – Schedule 7 as listed below.

### SCHEDULE 1: ROUTINE DAILY SAMPLES

(Total Price = Total Samples \* unit price)

Analysis	Total Per day	Total Per Week	# of Weeks	Total Samples	Turnaround Time	Unit Price	Total Price
CBOD5	3	15	52	780	10		
TSS	4	22	52	1144	10		
Nutrients	2	12	52	624	10		
FCB	1	5	52	260	10		
<b>TOTAL ANNUAL COST FOR SCHEDULE 1</b>						<b>\$</b>	

### SCHEDULE 2: WEEKLY SAMPLES

(Total Price = Total Samples \* unit price)

Analysis	Total Per Week	# of Weeks	Total Samples	Turnaround Time	Unit Price	Total Price
Chloride	1	52	52	10		
Industrial	5	52	260	10		
<b>TOTAL ANNUAL COST FOR SCHEDULE 2</b>					<b>\$</b>	

### SCHEDULE 3: MONTHLY SAMPLES

(Total Price = Total Samples \* unit price)

<b>Analysis</b>	<b>Total Per Month</b>	<b># of Months</b>	<b>Total Samples</b>	<b>Turnaround Time</b>	<b>Unit Price</b>	<b>Total Price</b>
Oil & Grease	2	12	24	14		
<b>TOTAL ANNUAL COST FOR SCHEDULE 3</b>					<b>\$</b>	

**SCHEDULE 4: QUARTERLY SAMPLES**

(Total Price = Total Samples \* unit price)

<b>Analysis</b>	<b>Total Per Quarter</b>	<b># of Quarters</b>	<b>Total Samples</b>	<b>Turnaround Time</b>	<b>Unit Price</b>	<b>Total Price</b>
Chloride, Sulfate & TDS	4	4	16	14		
TTHM's	11	4	44	14		
HAA5's	11	4	44	14		
MPN / Total Solids	7	4	28	14		
10 day Sludge Classification	1	4	4	21		
Ground Water Monitoring Wells	10	4	40	21		
Landfill Ground Water Monitoring Wells	5	4	20	21		

**GWMW Hourly Trip and Sampling Charge**

(Total Price = proposed Hours \* unit price)

<b>GWMW Site</b>	<b># of Wells</b>	<b># Of Quarters</b>	<b>Total Samples</b>	<b>For proposal purposes estimate 1/2 hour per well</b>	<b>Unit Price</b>	<b>Total Price</b>
WRF	10	4	40	20 Hours		
Landfill	5	4	20	10 Hours		
<b>TOTAL ANNUAL COST FOR SCHEDULE 4</b>					<b>\$</b>	

**SCHEDULE 5: SEMI-ANNUAL SAMPLES**

(Total Price = Total Samples \* unit price)

<b>Analysis</b>	<b>Sample Sites</b>	<b># Per Year</b>	<b>Total Samples</b>	<b>Turnaround Time</b>	<b>Unit Price</b>	<b>Total Price</b>
Ambient Monitoring	3	2	6	14		
<b>TOTAL ANNUAL COST FOR SCHEDULE 5</b>					<b>\$</b>	

**SCHEDULE 6: ANNUAL SAMPLES**

(Total Price = Total Samples \* unit price)

<b>Analysis</b>	<b>Total Samples</b>	<b>Turnaround Time</b>	<b>Unit Price</b>	<b>Total Price</b>
Annual Reclaimed Water Analysis	1	21		
Primary Inorganic Compounds (FAC 62-550 Table 1)	3	21		
Secondary Drinking Water Standards (FAC 62-550 Table 6)	3	21		
Priority Pollutants	3	21		
Toxicity Characteristic Leaching Procedure	1	21		
Industrial Local Limits Study	8	21		
Soil Sampling	1	21		
<b>TOTAL ANNUAL COST FOR SCHEDULE 6</b>			<b>\$</b>	

**SCHEDULE 7: DAILY SAMPLE PICK UP**

(Total Price = total trips \* unit price)

<b>Total Days Per Week (Holidays Included)</b>	<b>Number of Weeks</b>	<b>Total Trips</b>	<b>Unit Price</b>	<b>Total Price</b>
5	52	260		
<b>TOTAL ANNUAL COST FOR SCHEDULE 7</b>			<b>\$</b>	

<b>TOTAL ANNUAL COST FOR SCHEDULES 1 through 7</b>	\$
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(Sum of Schedules 1, 2, 3, 4, 5, 6 and 7 above)

**COMPLETE THE FOLLOWING SECTION FOR PROPOSAL EVALUATION**

(See Pages 21 – 23 of the General Specifications for and explanation of criteria)

**1. In-House analysis:** \_\_\_\_\_ of a possible 95 Group and Analytes

(Note: In Appendix B the Groups used in rating criteria are items # 1 – 10 which is not shaded)

**2. DMR-QA / WP Studies (list most recent first):**

	<b>Date</b>	<b>Total Acceptable (46 minimum)</b>	<b>≥ 90 % (Yes / No)</b>
<b>Test 1</b>			
<b>Test 2</b>			
<b>Test 3</b>			
<b>Total (138 minimum)</b>			

**3. Local Preference:** Do you meet the Local Preference criteria (circle one): YES NO

**THE FOLLOWING SAMPLE PICK UP FEE IS NOT TO BE INCLUDED IN THE TOTAL PROPOSAL PRICE**

Cost for picking up samples on Saturday's and Sunday's	Unit Price
<b>(Note: Not to be included in the Total Proposal Price)</b>	

If a special pick up is required on Saturday or Sunday a request will be made in advance to the laboratory contact person.

**EMERGENCY RATES**

The following are rates to apply for emergency situations which may occur during the duration of the contract when the City may need a faster than quoted turnaround time on analysis. These are not included in the cost pricing for the proposal award.

Days	Surcharge
1 – 2 Days	
3 – 5 Days	
Weekends and Evenings	

The Proposer understands that the Owner reserves the right to reject any or all Proposals and to award part(s) of the contract, if applicable, separately, in combination, or as one contract. The Owner reserves the right to waive technicalities in any Proposal.

The Proposer agrees that this Proposal shall be good and may not be withdrawn for a period of sixty (60) calendar days after the opening of proposals.

If written notice of acceptance of this Proposal is mailed or delivered to the undersigned within sixty (60) calendar days after date of opening of Proposals, the undersigned agrees that they will execute and deliver an executed contract in the form attached within ten (10) calendar days after receiving notice from the City.

Notice of award should be mailed, email, faxed or delivered to the undersigned at the following address:

\_\_\_\_\_ Firm Name (Typed)

SEAL  
(If a Corporation) \_\_\_\_\_ Address (Typed)

\_\_\_\_\_ City State Zip

\_\_\_\_\_ Phone

\_\_\_\_\_ Email Address

Acknowledgment is hereby made by: \_\_\_\_\_ of receipt of the following addenda, if any: \_\_\_\_\_ Name (Typed)

No. \_\_\_\_\_ Dated \_\_\_\_\_  
Signature \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_  
Title \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_  
By: \_\_\_\_\_  
Name (Typed)

No. \_\_\_\_\_ Dated \_\_\_\_\_

### References

The following information is required information for the proposal.

Company Name: \_\_\_\_\_

Length of time the company has been in business: \_\_\_\_\_

Business address: \_\_\_\_\_

How long in present location: \_\_\_\_\_

Telephone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

Total number of current employees: \_\_\_\_\_ Full time \_\_\_\_\_ Part time

Number of employees you plan to use to service this contract: \_\_\_\_\_

Local commercial and/or governmental references that you have previously performed similar services for:

1.

Company:

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Address:

---

Telephone/fax:

---

Contact:

---

2.

Company:

---

Address:

---

Telephone/fax:

---

Contact:

---

3.

Company:

---

Address:

---

Telephone/fax:

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Contact:

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**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal, Proposal, or Contract No. \_\_\_\_\_  
for \_\_\_\_\_  
[print name of the public entity]

2. This sworn statement is submitted by \_\_\_\_\_  
[print individual's name and title]  
for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security \_\_\_\_\_

Number of the individual signing this sworn statement: \_\_\_\_\_.)

3. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment of information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. Predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

c. Those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the Proposer or Contractor nor any affiliate of the Proposer or Contractor has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies).

\_\_\_\_\_ There has been a proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings. The Final Order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. [Attach a copy of the final order]

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services).

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[date]

STATE OF FLORIDA \_\_\_\_\_ COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first  
\_\_\_\_\_ being sworn by me, affixed his/her signature in the space  
[name]

provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Notary Public

My commission expires \_\_\_\_\_

## SCOPE OF WORK

The City is soliciting proposals from qualified commercial laboratories for analytical laboratory services to perform testing of potable drinking water, raw and treated wastewater, reclaimed water, wastewater residuals, ground water from Groundwater Monitoring Wells for the wastewater system and a landfill, stormwater, industrial facilities discharging to the City's wastewater collection system and miscellaneous soil sampling. This proposal includes sample pick up services, groundwater monitoring well sampling and field analysis and soil sampling and field analysis. The pricing and services shall apply to all departments of the City of Plant City.

All analyses shall be done in accordance with United States Environmental Protection Agency, Florida Department of Environmental Protection, Florida Department of Health, and National Environmental Laboratory Accreditation Conference (NELAC) standards. The work shall be in compliance with 40 CRF Part 136, 141, and 503 and FAC 62-4.246, 550, 160, and 601 including Quality Assurance / Quality Control and Chain of Custody. All reports, in addition to the results of analysis, shall include test methods, Method Detection Limits (MDL's), Practical Quantitative Limits (PQL's), date the analysis was performed and analyst initials.

**The contract laboratory will be responsible for shipping / delivery to the City laboratory the required sample bottles, sample kits vials, labels, coolers incidentals, and field sampling as needed, etc. (including the preservative needed for the specific analysis), in containers appropriate for shipment back to the contract laboratory. All cost associated with the shipment of samples will be the responsibility of the contract laboratory.**

## QUALIFICATIONS OF THE VENDOR

Respondents must have a current certification with the State of Florida Department of Health, Environmental Laboratory Certification Program for all the fields of accreditation and sample matrices identified in this document. Any analyte for which a current certification is not held must be listed on an exception page with a listing of vendors that the work is to be subcontracted to. The subcontract vendor is required to meet all requirements of this document and must submit all documentation as respondent, if requested by the City.

### Minimum Requirements

- Licensed under the State of Florida for at least 5 years to perform the services requested in the document.
- At least 5 years experience providing these services to the water and wastewater industry.
- Responsive to all of the requested services.
- At least a 90% Acceptable Ratings on each of the last three (3) Discharge Monitoring Report-Quality Assurance (DMR-QA) Studies or Proficiency Tests. (determined by the total number of analytes / total Acceptable number of analytes)
- An In Compliance rating on the last Florida Department of Health laboratory inspection.

## QUALITY ASSURANCE

1. The contract laboratory must have and maintain a Florida Department of Environmental Protection / Department of Health approved Quality Assurance/ Quality Manual. This manual shall be submitted electronically on a compact disc with the package and revised copies presented for inspection upon request by the City.
2. The contract laboratory must have and maintain a Florida Department of Environmental Protection (FDEP) approved Field Sampling Quality Manual. In lieu of having an approved manual, the laboratory may use FDEP's Field Sampling Quality Manual. This manual shall be submitted electronically upon request by the City.
3. The contract laboratory must have and maintain State of Florida ELCP certification for analyzing and reporting of data to regulatory authorities. A copy of laboratory certification(s) and certified analytes must be submitted with this proposal package. All future certifications, listing of certified analytes and a list of analytes sub-contracted to another laboratory shall be supplied upon annual contract renewal and when requested by the City.

For all proposed subcontract laboratories, a copy of their laboratory certification(s) and certified analytes must be submitted with this proposal package and must also be supplied along with annual contract renewals and when requested by the City.

4. The contract laboratory must submit a list of current laboratory Method Detection Limits (MDL) and Practical Quantitative Limits (PQL). All MDL's must be less than maximum contaminant levels for Primary and Secondary Drinking Water Standards (62-550 FAC).
5. The contract laboratory must submit the most recent FDOH ELCP audit report with this proposal document.
6. The contract laboratory must submit the three (3) most recent DMR-QA or proficiency studies for all the analytes listed in Item 7 below and with all annual contract extensions.

A minimum of 90% Acceptable rating must be achieved on each of the studies for the proposal to be acceptable. No more than five (5) analytes can be Unacceptable on any one of the studies. (Note: For the purpose of this calculation any "Check for Error" data will be counted as an Unacceptable rating). The contract laboratory must maintain at least 90% Acceptable Rating on all proficiency tests participated in for the duration of the contract.

7. As required by the EPA and FDEP the vendor is required to participate in the annual Discharge Monitoring Report-Quality Assurance program. All cost associated with meeting the requirements of the program shall be the responsibility of the vendor including (but not limited to) ordering analytes from approved participating supplier, analysis of analytes, reporting of results, notification to the City's representative of submission of analysis, addressing all non-acceptable results and reporting the

investigation and correction results to City's representative. Test shall include, but are not limited to the listing for the 2010 DMR-QA Study 30 as follows:

Microbiology: E. Coli, Fecal Coliform (MF & MPN), Total Coliform (MF and MPN)

Trace Metals: Aluminum, Antimony, Arsenic, Barium, Beryllium, Cadmium, Chromium (total), Chromium (Hexavalent), Cobalt, Copper, Iron, Lead, Manganese, Mercury, Mercury (low level), Molybdenum, Nickel, Selenium, Silver, Thallium, Vanadium, Zinc

Demands: 5-day BOD, 5-day CBOD, COD, TOC

Minerals: Alkalinity (total as CaCO<sub>3</sub>), Chloride, Fluoride, Hardness (total as CaCO<sub>3</sub>), Specific Conductance (25°C), Sulfate, Total Dissolved Solids (180°C)

Nutrients: Ammonia (as N), Nitrate (as N), Nitrite (as N), Orthophosphate (as P), Total Kjeldahl Nitrogen (as N), Total Phosphorus (as P)

Misc. Analytes: Non-Filterable Residue (TSS), Oil & Grease, pH, Total Cyanide, Total Phenolics (4-AAP), Total Residual Chlorine, Total Residual Chlorine (low level), Settleable Solids, Turbidity

8. The contract laboratory must submit three (3) current references from water and wastewater utilities in the State of Florida for which they provide similar services.
9. The contract laboratory must submit resumes of key personnel indicating their educational and experience level with current analytical equipment.
10. The contract laboratory must submit an inventory of laboratory instrumentation, including age of the instruments and whether or not they have been continuously maintained in accordance with the manufacturer's recommendations.
11. All sample handling, tracking, analysis, reporting, and disposal shall be performed in accordance with the most recent approved National Environmental Laboratory Accreditation Conference (NELAC) standards.
12. The contract laboratory shall provide all trip blanks as necessary at no additional charge to the City.

#### GENERAL CONDITIONS

1. Appendix A at the end of this document indicates the estimated number and types of samples, parameter description by schedule, estimated frequency of analysis, and

turnaround time from the time the sample is picked up to the delivery of the Report of Analysis.

2. All sampling will be completed by City personnel with the exception of the Ground Water Monitoring Wells (GWMW's), the Landfill Monitoring Wells and the Soil sampling. The contract laboratory will coordinate a date and time for the sampling of the sites with the City's designated contact. Any additional sample collection by the contract laboratory will be requested by the City as needed.
3. This document does not guarantee a maximum or minimum number or frequency of samples to be analyzed during the contract period; the numbers are only best estimates of quantities. Should the number of samples or the frequency of analysis for any parameter be increased or decreased, the contract laboratory shall honor the unit price indicated in this proposal.
4. The maximum allowable turnaround time for each schedule of parameters is specified on the proposal form. This time is to be calculated in calendar days. Strict adherence to the number of days shall be maintained as the city requires this data for plant monitoring and adjustments, billing of customers, and regulatory reporting. If the contract laboratory fails to adhere to the turnaround time the City may cancel the contract.
5. The City requires samples to be picked up every Monday through Friday, including holidays. Pricing for picking up of samples is based on Monday through Friday is included on the proposal forms and shall include sample pick up for the laboratory's scheduled holidays.

Should the City need any special sample pick up on Saturday or Sunday, the designated laboratory personnel will be contacted in advance. Pricing for a Saturday or Sunday sample pick up is on the proposal form and should not be included in the total proposal price.

Samples are to be picked up at the Plant City Water Reclamation Facility, 1500 W. Victoria St., Plant City, Florida 33563-3059. Currently the pick-up time is 10 AM which may be adjusted if needed.

6. The vendor shall report all results to the designated City representative(s) in proper format (drinking water reporting requires the appropriate State of Florida FAC forms) within the turnaround time specified. These results shall be transmitted via electronic format, followed by hard copy either mailed or hand delivered with the normal sample pick up.
7. In the event results are incomplete, or not in accordance with these specifications, Federal or State guidelines, **the City representative shall be immediately notified, and retesting will be done at no cost to the City.** The City will not be charged for analyses performed beyond regulatory holding times and shall be provided written documentation as to why the holding time was exceeded.

8. At a minimum, all Report of Analysis shall contain the following information in accordance with NELAP requirements:
  - Analytical Results Concentration Units
  - Results of analysis
  - Definitions for abbreviations used
  - Date sampled
  - Extraction Date (if applicable)
  - Date analyzed
  - Method used
  - Method Detection Limits (MDL)
  - Practical Quantitative Limits (PQL)
  - Sample location, name and ID number
  - Qualifiers / Footnotes (Note: Qualifiers shall meet State of Florida requirements)
  - Notes on any specific problems encountered during analysis
  - Chain of Custody for all samples
9. In the event any sample exceeds the established MCL or provided permit limit, confirmation analysis shall be done and the City's designated representative(s) shall be notified within 24 hours. A copy of the operating permit with a summary of permit limits will be submitted to the laboratory that is awarded this contract.
10. During the term of the contract, the vendor shall have a representative available who is qualified to explain testing procedures and results, and to provide written documentation of such to City staff in case of questions or discrepancies. Said representative shall be available within 24 hours of notification.

#### PRICING, DURATION, AWARD OF CONTRACT AND EXTENSION OF CONTRACT

1. The Laboratory Service provider warrants that all prices stated in its proposal will remain firm for the initial term of this agreement. Any escalation in prices may be made on an annual basis thereafter by mutual agreement between the City and Contractor. Request for price increases must be made in writing to the Purchasing Administrator at least 60 days in advance. Increases in prices shall be based on the most recent U.S. Bureau of Statistics, Employment Cost Index news release text (released: April, July, October and January of each fiscal period) 12-month percentage changes in the Employment Cost Index, not seasonally adjusted. Private Industry, Compensation Costs, [Table 5 \(Professional, scientific, and technical services\)](#), the percentage change for most recent calendar year reported, not to exceed five (5) percent (see <http://www.bls.gov/news.release/eci.toc.htm>.) All request for price increases are subject to review and approval by the City Manager.
2. The duration of the contract shall be for a twelve (12) month period from the date of award and any extension thereof. The proposal may be extended subject to written

agreement by the City Manager and the successful respondent for four (4) additional twelve (12) month periods beyond the primary proposal award.

3. Quantities given represent the best estimate. Actual quantities may vary during the term of the contract. The City does not guarantee a minimum number of tests per schedule or annually. Furthermore, the requirements of the City may exceed best estimates, and the contract laboratory shall provide for such requirements at the same per unit cost.
  
4. The proposals will be ranked and a contract may be awarded based on the total of Schedule 1 through Schedule 7 as submitted on the Proposal Form (pages 6-12) and as described on pages 30-38 of this proposal document. Calculation for total proposal price will be based on the Unit Price multiplied by the total number of samples per year for each schedule, plus the annual pick up charge.

#### MEASUREMENT AND PAYMENT

The unit price will be full compensation for all laboratory labor, materials, tools, equipment and all incidentals necessary to complete the services as specified. Payment will constitute full compensation for all work shown and specified to be performed under this proposal. Payment will be based on the number and type of parameters tested. Invoices will be submitted attached to the Report of Analysis. The Report of Analysis must be signed by the Laboratory Director or the Quality Assurance / Quality Control officer. When the data has been verified by the City, payment for services will be processed. Should the laboratory have other forms of billing which will reduce the amount of paper work required for processing payment for services rendered, the procedure may be submitted for review and approval by the City.

#### AWARD OF PROPOSAL

The City of Plant City reserves the right to waive technicalities and informalities in any proposal, and to reject any or all proposals. The proposal will be awarded based on the following criterion:

Price	60%
All Analysis completed in house	13.5%
DMR-QA/Proficiency Testing (Min. Grade 90% on each)	25%
Local Preference	<u>1.5%</u>
Total	100%

EXPLANATION OF CALCULATION FOR AWARD CRITERIA

**PRICE**

**Maximum Rating = 60 Points**

The proposed price for calculation is the Total Annual Cost for Schedules 1 through 7 on Pg. 9. This is the sum of all the schedules for testing and sample pick up. The number of points earned equals the lowest proposal price divided by the laboratory's proposal price and multiplied by 60% for the total number of points earned.

Examples:

Laboratory No. 1

TOTAL ANNUAL COST FOR SCHEDULES 1 through 7      \$ 10,000

$$\$10,000/\$10,000 = 1 \times 60\% = 60 \text{ points}$$

Laboratory No. 2

TOTAL ANNUAL COST FOR SCHEDULES 1 through 7      \$ 11,000

$$\$10,000/\$11,000 = .91 \times 60 = 54.6 \text{ points}$$

**ALL ANALYSIS COMPLETED IN-HOUSE**

**Maximum Rating = 13.5 Points**

There are a total of 10 analysis by Group and 85 by analytes for a total of 95 listed in Appendix B and C. Rating will be on the total number of analysis completed in house. If all of the 95 Groups and Analytes are done in house a total of 13.5 points is the rating for this calculation. (Note: Appendix B and C for all approved In-House analysis must be submitted with this proposal document for calculation to be performed.)

(Note: In Appendix B the Groups used in rating criteria are items # 1 – 10 which is not shaded)

Laboratory No. 1:

85 of the list are completed in-house.

$$85 / 95 = 0.895 * 13.5 = 12.1 \text{ points}$$

Laboratory No. 2:

70 of the list are completed in-house.

$$70 / 95 = 0.737 * 13.5 = 10.0 \text{ points}$$

**DMR-QA / PROFICIENCY TESTING****Maximum Rating = 25 Points**

The last three (3) DMR-QA and / or WP Studies must be submitted with this proposal document. The analytes are listed in the General Specifications, Quality Assurance section of this document. A minimum of 90% Acceptable rating must be achieved on each of the studies for the proposal to be acceptable. No more than five (5) analytes can be Unacceptable on any one of the studies. (Note: For the purpose of this calculation any “Check for Error” data will be counted as an Unacceptable rating). For the calculation all three (3) test analytes are added together for a total of 153 analytes. The total number of Acceptable data analytes will be added up to provide the total number of rating points awarded (see chart below).

<b>Total Groups / Analytes</b>	<b>Total Points Awarded</b>	
153	25.00	
152	23.37	
151	21.73	
150	20.10	
149	18.46	
148	16.83	
147	15.20	
146	13.56	
145	11.93	
144	10.29	
143	8.66	
142	7.03	
141	5.39	
140	3.76	
139	2.12	
138	0.49	
< 138	0.00	Proposal Is Not Acceptable

**LOCAL PREFERENCE****Maximum Rating = 1.5 Points**

In accordance with Section 2-151, Plant City Code, local businesses shall be assigned 1.5% of the total evaluation points. “Local businesses” means “persons, firms, corporations or other business entities which have paid the applicable business tax and are authorized to engage in the particular business at issue, and which have maintained a physical business address with full-time employees within the city limits of Plant City at least six months prior to bid or proposal opening date. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical business address.” In order to be eligible for local preference, the local business must provide at the time of submittal a copy of the receipt of payment of the business tax.

## APPENDIX A

### ANALYSIS SCHEDULE LISTING LABORATORY SERVICES

Request For Proposal No. 16-022UO-SS

#### SCHEDULE 1: ROUTINE DAILY SAMPLES

This section lists routine daily samples collected by city personnel and which will be picked up on a daily basis Monday – Friday at 10 am. Cost of the pick-up services is listed in Schedule 7 below.

(Total Price = Total Samples \* unit price)

Analysis	Total Per day	Total Per Week	# of Weeks	Total Samples	Turnaround Time
CBOD5	3	15	52	780	10
TSS	4	22 *	52	1144	10
Nutrients	2	12 *	52	624	10
FCB	1	5	52	260	10

Samples will be Wastewater Influent, Effluent and Reclaimed Water

Note: Nutrients are to include:

Total Phosphorous, Nitrite + Nitrate, Total Kjeldahl Nitrogen, Total Ammonia

\*There will be one raw wastewater sample collected on each weekend day which will be picked up on the next routine pick up day.

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### SCHEDULE 2: WEEKLY SAMPLES

(Total Price = Total Samples \* unit price)

<b>Analysis</b>	<b>Total Per Week</b>	<b># of Weeks</b>	<b>Total Samples</b>	<b>Turnaround Time</b>
Chloride	1	52	52	10

Samples will be Wastewater Effluent

(Total Price = Total Samples \* unit price)

<b>Analysis</b>	<b>Total Per Week</b>	<b># of Weeks</b>	<b>Total Samples</b>	<b>Turnaround Time</b>
Industrial	5	52	260	10

These samples are from industries discharging into the City's collection system.

Analysis shall include:

CBOD5

Total Suspended Solids

Total Phosphorous

Total Kjeldahl Nitrogen

Nitrites + Nitrates

Total Nitrogen

Specific Conductance

Total Dissolved Solids

### SCHEDULE 3: MONTHLY SAMPLES

(Total Price = Total Samples \* unit price)

<b>Analysis</b>	<b>Total Per Month</b>	<b># of Months</b>	<b>Total Samples</b>	<b>Turnaround Time</b>
Oil & Grease	2	12	24	14

Samples will be Wastewater Influent and Effluent

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**SCHEDULE 4: QUARTERLY SAMPLES**

(Total Price = Total Samples \* unit price)

Analysis	Total Per Quarter	# of Quarters	Total Samples	Turnaround Time
Chloride, Sulfate & TDS	4	4	16	14
TTHM's	11	4	44	14
HAA5's	11	4	44	14

Samples will be Drinking Water

(Total Price = Total Samples \* unit price)

Analysis	Total Per Quarter	# of Quarters	Total Samples	Turnaround Time
MPN / Total Solids	7	4	28	14

Samples will be in cake form from the Belt Filter Press

Analysis shall include:

- MPN Reported as mpn/gm dry weight
- Total Solids Reported as % dry weight

(Total Price = Total Samples \* unit price)

Analysis	Total Per Quarter	# of Quarters	Total Samples	Turnaround Time
10 day Sludge Classification	1	4	4	21

Samples will be in cake form from the Belt Filter Press

10 day Sludge Classification analysis shall include:

- Reported as % dry weight:
  - Total Nitrogen, Total Phosphorous, Total Potassium
- Reported as mg/kg:
  - Arsenic, Cadmium, Copper, Lead, Mercury, Molybdenum, Nickel, Selenium, Zinc
- Reported as SU:
  - pH
- Reported as %
  - Total Solids

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WRF, GWMW Analysis Charge

(Total Price = Total Samples \* unit price)

Analysis	Total Wells Per Quarter	# of Quarters	Total Samples	Turnaround Time
Ground Water Monitoring Wells	10	4	40	21

NOTE: These wells are located at 3 different sites: 4 at the Water Reclamation Facility, 4 Mike Sansone Park and 2 at Walden Lake Golf Course.

GWMW analysis shall include:

- NGVD (in feet)
- Water Level (in feet)
- Nitrates (mg/l)
- Total Dissolved Solids (mg/l)
- Total Recoverable Arsenic (µg/l)
- Chloride (mg/l)
- Total Recoverable Cadmium (µg/l)
- Total Recoverable Chromium (µg/l)
- Total Recoverable Lead (µg/l)
- Fecal Coliform Bacteria (#/100 ml)
- Field pH (SU) \*
- Total Sulfate (mg/l)
- Field Turbidity (NTU) \*
- Field Water Temperature (°C) \*
- Total Recoverable Sodium (mg/l)
- Field Specific Conductance (µmho/cm) \*
- Field Dissolved Oxygen (mg/l) \*

Landfill GWMW Analysis Charge

(Total Price = Total Samples \* unit price)

Analysis	Total Wells Per Quarter	# of Quarters	Total Samples	Turnaround Time
Landfill Ground Water Monitoring Wells	5	4	20	21

**APPENDIX A**

Landfill GWMW analysis shall include:

- Arsenic
- Barium
- Cadmium
- Chloride
- Chromium
- Iron
- Lead
- Manganese
- pH
- Specific Conductance
- Sulfate
- Temperature
- Total Dissolved Solids
- Total Kjeldahl Nitrogen
- Total Organic Carbon
- Zinc

**WRF, GWMW Hourly Trip and Sampling Charge**

(Total Price = 20 Hours \* unit price)

# of Wells	# Of Quarters	Total Samples	For proposal purposes estimate 1/2 hour per well
10	4	40	20 Hours

Note: The average depth of the monitoring wells is <20 feet.  
Average purge time for each well has recently been recorded as 30 minutes for each well.

Billing for the GWMW Sampling Charge will be the actual time for the collection of samples.

The contract laboratory shall be responsible for the sampling of all the GWMW's. The laboratory shall have and maintain an FDEP approved Groundwater Sampling Plan.

\* The field parameters shall be sampled per DEP-SOP-001/01, FS 2200 Groundwater Sampling and recorded, (see Figure FS 2200-2 Groundwater Purging Procedure and Form FD 9000-24, Groundwater Sampling Log). The field parameters to be reported shall be the last sample recorded.

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Landfill GWMW Trip and Sampling Charge

(Total Price = 10 hours \* unit price)

# of Wells	# Of Quarters	Total Samples	For proposal purposes estimate 1/2 hour per well
5	4	20	10 Hours

Note: Purge time for each well recently has been recorded as 10 minutes for each well. Billing for the GWMW Sampling Charge will be the actual time for the collection of samples.

**SCHEDULE 5: SEMI-ANNUAL SAMPLES**

(Total Price = Total Samples \* unit price)

Analysis	Sample Sites	# Per Year	Total Samples	Turnaround Time
Ambient Monitoring	3	2	6	14

Ambient Monitoring is for Upstream, Outfall and Downstream and shall analysis shall include:

Total Kjeldahl Nitrogen, Nitrite-Nitrate Nitrogen, Total Ammonia Nitrogen, Total Phosphorous, Ortho-phosphorous

(Note: The field parameters pH, Dissolved Oxygen, Temperature and Specific Conductance will be reported on the Chain of Custody, the laboratory will transfer this data to the Report of Analysis)

**SCHEDULE 6: ANNUAL SAMPLES**

(Total Price = Total Samples \* unit price)

Analysis	Total Samples	Turnaround Time
Annual Reclaimed Water Analysis	1	21

Reclaimed Water Analysis shall include:

Inorganic Analysis (mg/l):

Arsenic, Barium, Cadmium, Chromium, Fluoride, Lead, Mercury, Nitrate, Selenium, Silver, Sodium

Volatile Organic Analysis (µg/l):

Ethylene Dibromide  
Para-Dichlorobenzene

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Vinyl Chloride  
 1,1-Dichloroethane  
 1,2-Dichloroethane  
 1,1,1-Trichloroethane  
 Carbon Tetrachloride  
 Trichloroethene  
 Tetrachloroethene  
 Benzene

Total Trihalomethane (µg/l)

Organic Chemical Analysis (µg/l):

Endrin  
 Lidane  
 Methoxychlor  
 Toxaphene  
 2,4-D  
 2,4,5-TP (Silvex)

Radiological Analysis (pCi/L)

Gross Alpha (excluding Radon and Uranium)  
 Radium-226  
 Radium-228  
 Radium 226+228 Combined

Secondary Chemical Analysis (mg/l)

Chloride, Copper, Iron, Manganese, Sulfate, Zinc, pH (SU), TDS,  
 Foaming Agents

(Total Price = Total Samples \* unit price)

<b>Analysis</b>	<b>Total Samples</b>	<b>Turnaround Time</b>
Primary Inorganic Compounds (FAC 62-550 Table 1)	3	21

Samples shall be Wastewater Influent, Effluent, Residuals (Belt Press Cake), and Industrial (as needed)

(Total Price = Total Samples \* unit price)

<b>Analysis</b>	<b>Total Samples</b>	<b>Turnaround Time</b>
Secondary Drinking Water Standards (FAC 62-550 Table 6)	3	21

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Samples shall be Wastewater Influent, Effluent, Residuals (Belt Press Cake), and Industrial (as needed)

(Total Price = Total Samples \* unit price)

<b>Analysis</b>	<b>Total Samples</b>	<b>Turnaround Time</b>
Priority Pollutants	3	21

Samples shall be Wastewater Influent, Effluent, Residuals (Belt Press Cake), and Industrial (as needed)

(Total Price = Total Samples \* unit price)

<b>Analysis</b>	<b>Total Samples</b>	<b>Turnaround Time</b>
Toxicity Characteristic Leaching Procedure	1	21

Samples shall be Wastewater Residuals (Belt Press Cake)

(Total Price = Total Samples \* unit price)

<b>Analysis</b>	<b>Total Samples</b>	<b>Turnaround Time</b>
Industrial Local Limits Study	5	21

Samples shall be Wastewater Influent, Effluent, Residuals (Belt Press Cake), and Industrial (5 industrial users)

Industrial local limits study analysis shall include:

- Arsenic
- Cadmium
- CBOD
- Chloride
- Chromium (total)
- Copper
- Cyanide
- DEHP (EPA 625)
- Lead
- Manganese
- Mercury (Low Level)
- Molybdenum
- Nickel
- Nitrogen, Total
- HEM Polar (Animal/Vegetable)
- HEM SGT – Non Polar (Petroleum)
- Phosphorus, Total
- Selenium
- Silver

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- Sodium
- Specific Conductance
- Sulfate
- Total Suspended Solids
- Zinc
- Priority Pollutants

(Total Price = Total Samples \* unit price)

<b>Analysis</b>	<b>Total Samples</b>	<b>Turnaround Time</b>
Soil Sampling	1	21

Note: Site is located within the Plant City city limits. The samples are to be collected by the Contract Laboratory. Pricing shall include time for travel, trip charge, collection of samples, all trip blanks required and analysis of samples.

Transfer Site soil sampling analysis shall include:

- Aluminum
- Arsenic, Total
- Barium, Total
- Cadmium, Total
- Chromium, Total
- Copper
- Lead, Total
- Mercury, Total
- Nickel
- Selenium, Total
- Silver, Total
- Zinc

**SCHEDULE 7: DAILY SAMPLE PICK UP**

(Total Price = 260 \* unit price)

<b>Total Days Per Week (Holidays Included)</b>	<b>Number of Weeks</b>	<b>Total Trips</b>
5	52	260

## APPENDIX B

### ADDITIONAL ANALYSIS BY CONTAMINANT GROUP

#### ADDITIONAL ANALYSIS, PRICING & TURNAROUND TIMES

The following is a list of additional testing, pricing and turnaround times to be incorporated into this document and is not included in the cost pricing for the award of the proposal. This list is to provide the City pricing and turnaround information on testing which may be required during the term of this contract. These are not included in the cost pricing for the proposal award.

(Note: In Appendix B the Groups used in rating criteria are items # 1 – 10 which is not shaded)

	<b>Group</b>	<b>Water</b>	<b>Waste water</b>	<b>Soil</b>	<b>Turnaround Time (Calendar Days)</b>	<b>All Tests Done In House? (Yes / No)</b>
1	Extractable Organics	\$	\$	\$		
	Price per Analyte for Extractable Organics	\$	\$	\$		
2	FL-Pro (See Appendix D)	\$	\$	\$		
	Price per Analyte for FL-Pro	\$	\$	\$		
3	Primary Inorganic Contaminants (FAC 62-550 Table 1)	\$	\$	\$		
4	Metals	\$	\$	\$		
	Price per Analyte for Metals	\$	\$	\$		
5	Pesticides	\$	\$	\$		
	Price per Analyte for Pesticides	\$	\$	\$		
6	Herbicides	\$	\$	\$		
	Price per Analyte for Herbicides	\$	\$	\$		
7	PCB's	\$	\$	\$		
	Price per Analyte for PCB's	\$	\$	\$		
8	Secondary Drinking Water Standards (FAC 62-550 Table 6)	\$	\$	\$		

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9	Synthetic Organic Contaminants (FAC 62-550 Table 5)	\$	\$	\$		
	Price per Analyte for Synthetic Organic Contaminants	\$	\$	\$		
	Synthetic Organic Contaminants EPA Method 504	\$	\$	\$		
	Synthetic Organic Contaminants EPA Method 508	\$	\$	\$		
	Synthetic Organic Contaminants EPA Method 515	\$	\$	\$		
	Synthetic Organic Contaminants EPA Method 525	\$	\$	\$		
	Synthetic Organic Contaminants EPA Method 531	\$	\$	\$		
	Synthetic Organic Contaminants EPA Method 547	\$	\$	\$		
	Synthetic Organic Contaminants EPA Method 548	\$	\$	\$		
	Synthetic Organic Contaminants EPA Method 549	\$	\$	\$		
	Synthetic Organic Contaminants EPA Method 625	\$	\$	\$		
10	Volatile Organic Contaminants (FAC 62-550 Table 4)	\$	\$	\$		
	Price per Analyte for Volatile Organic Contaminants	\$	\$	\$		

## APPENDIX C

### ADDITIONAL ANALYTE LISTING

#### ADDITIONAL ANALYSIS, PRICING & TURNAROUND TIMES

The following is a list of additional testing, pricing and turnaround times to be incorporated into this document and is not included in the cost pricing for the award of the proposal. This list is to provide the City pricing and turnaround information on testing which may be required during the term of this contract. These are not included in the cost pricing for the proposal award.

Analyte	Water	Waste water	Soil	Turnaround Time (Calendar Days)	All Tests Done In House? (Yes / No)
Alkalinity (as CaCO <sub>3</sub> )	\$	\$	\$		
Aluminum	\$	\$	\$		
Ammonia, Total (as N)	\$	\$	\$		
Ammonia, Unionized	\$	\$	\$		
Antimony	\$	\$	\$		
Arsenic	\$	\$	\$		
Asbestos	\$	\$	\$		
Barium	\$	\$	\$		
Benzene	\$	\$	\$		
Beryllium	\$	\$	\$		
Bromate	\$	\$	\$		
Boron	\$	\$	\$		
BTEX	\$	\$	\$		
BOD5	\$	\$	\$		
CBOD5	\$	\$	\$		
Cadmium	\$	\$	\$		
Calcium	\$	\$	\$		
Chemical Oxygen Demand	\$	\$	\$		
Chloride	\$	\$	\$		
Chlorine, Combined	\$	\$	\$		
Chlorine, Free	\$	\$	\$		

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Chlorine, Total	\$	\$	\$		
Chlorite	\$	\$	\$		
Chromium (Total Recoverable)	\$	\$	\$		
Chromium (Hexavalent)	\$	\$	\$		
Color	\$	\$	\$		
Copper	\$	\$	\$		
Corrosivity	\$	\$	\$		
Cyanide	\$	\$	\$		
Dalapon	\$	\$	\$		
DEHP (EPA 625)	\$	\$	\$		
Dioxin	\$	\$	\$		
Dissolved Oxygen	\$	\$	\$		
E-Coli	\$	\$	\$		
EPA Method 601	\$	\$	\$		
EPA Method 602	\$	\$	\$		
Fecal Coliform Bacteria	\$	\$	\$		
FCB (MPN/gm dry wt.)	\$	\$	\$		
Foaming Agents	\$	\$	\$		
Gross Alpha	\$	\$	\$		
Fluoride	\$	\$	\$		
Hardness	\$	\$	\$		
HAA5	\$	\$	\$		
Iron	\$	\$	\$		
Lead	\$	\$	\$		
Lead & Copper	\$	\$	\$		
Magnesium	\$	\$	\$		
Manganese	\$	\$	\$		
Mercury	\$	\$	\$		
Mercury, Low Level	\$	\$	\$		

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MTBE	\$	\$	\$		
Molybdenum	\$	\$	\$		
Nickel	\$	\$	\$		
Nitrate + Nitrite	\$	\$	\$		
Nitrate (as N)	\$	\$	\$		
Nitrite (as N)	\$	\$	\$		
n-Decane	\$	\$	\$		
n-OctaDecane	\$	\$	\$		
Odor	\$	\$	\$		
Organic Nitrogen	\$	\$	\$		
Ortho-Phosphorus	\$	\$	\$		
Oil & Grease	\$	\$	\$		
pH	\$	\$	\$		
Potassium, Total	\$	\$	\$		
Primary Drinking Water Standards	\$	\$	\$		
Radium 226	\$	\$	\$		
Radium 228	\$	\$	\$		
Radium 226 + 228 Combined	\$	\$	\$		
Secondary Drinking Water Standards	\$	\$	\$		
Selenium	\$	\$	\$		
Silver	\$	\$	\$		
Sodium	\$	\$	\$		
Specific Conductance	\$	\$	\$		
Sulfate	\$	\$	\$		
Sulfide	\$	\$	\$		
Temperature (C°)	\$	\$	\$		
Thallium	\$	\$	\$		
Total Coliform Bacteria	\$	\$	\$		

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Total Dissolved Solids	\$	\$	\$		
Total Kjeldahl Nitrogen	\$	\$	\$		
Total Nitrogen	\$	\$	\$		
Total Organic Carbon	\$	\$	\$		
Total Phosphorus	\$	\$	\$		
Total Solids	\$	\$	\$		
Total Suspended Solids	\$	\$	\$		
Total, Volatile, Fixed Solids	\$	\$	\$		
Total Toxic Organics	\$	\$	\$		
TTHM's	\$	\$	\$		
Uranium	\$	\$	\$		
Volatile Organic Chemicals	\$	\$	\$		
Zinc	\$	\$	\$		

## APPENDIX D

### FLORIDA RESIDUAL PETROLEUM ORGANIC METHOD (FL-PRO)

#### Petroleum Cleanup Guidance Document #7

- Designed to measure concentrations of petroleum hydrocarbons in water and soil in the alkane range of C8-C40.
- The MDL is approximately 0.1 mg/L for water and 4 mg/kg for soil (each laboratory must establish a laboratory-specific MDL for all matrices prior to analyzing any sample).
- Dilutions may be performed as necessary to put the chromatographic envelope within the linear range of the method (dependent in part upon column type, detector sensitivity and injection volume; typically 170-17,000 ng on column of Total PHS). Each laboratory must establish and document the linear range for the instrument(s) in use in the laboratory.
- The method is based on a solvent extraction, gas chromatography procedure (using a Flame Ionization Detector).
- One liter of water or a specified quantity of soil (method-dependent) is spiked with two surrogates and extracted with Methylene chloride. After it is concentrated to a volume of 2.0 mL, it is treated with silica gel. The silica cleanup is a **mandatory** part of the procedure, designed to remove potential interferences from animal and vegetable oil and grease and biogenic terpenes.
- The calculated spike recovery is used as a control and should be between 41-110% for water and 51-215% for soil.
- Other organic compounds, including chlorinated hydrocarbons, phenols and phthalate esters are measurable (therefore, the Petroleum Hydrocarbon results include these compounds).
- Contamination by carryover can occur whenever high-level and low-level samples are analyzed sequentially. Whenever an unusually concentrated sample is encountered, it must be followed by an analysis of a solvent blank to check for instrument contamination.
- Whenever possible, samples must be grab samples which are collected directly into the sample container. Sample collection equipment such as bailers or intermediate containers should be avoided when possible. Bailers are acceptable to obtain groundwater samples from monitoring wells, or surface water samples at depth. Pumps such as bladder pumps or peristaltic pumps shall not be used.
- All sampling equipment which contacts the sample must be constructed of Teflon®, stainless steel or glass (under no circumstances can flexible PVC tubing such as Tygon® be used in the purging or sample collection process).

FLPRO.DOC April 10, 1996

## LABORATORY SERVICES AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Plant City ("City") and \_\_\_\_\_ ("Company"), whose address is \_\_\_\_\_.

WHEREAS, City desires to retain Company to furnish laboratory services, as described herein; and

WHEREAS, the Company represents that Company is qualified, willing and able to provide the described laboratory services according to the terms of this Agreement; it is therefore agreed that:

1. **SCOPE OF AGREEMENT.** The parties agree that the purpose of this Agreement is for the Company to provide laboratory services services to the City as described in the Request for Proposals No. 16-022UO-SS for the weekly rates as described in its submitted Company's Proposal Form, a copy being attached. The terms of the Request for Proposals and Company's Proposal Form are incorporated herein by this reference. **Notwithstanding, no deviations in the Company's Executed Proposal Form from the Request for Proposals or other Contract documents prepared by the City shall be incorporated herein unless expressly provided in this Agreement. Any conflict with the Company's Proposal Form and the Request for Proposals and other contract documents prepared by the City shall be construed in favor of the contract documents prepared by the City.**

2. **COMMENCEMENT AND TERM.** Work performed by the Company will commence on June 1, 2016 and shall continue through May 31, 2017, unless extended by mutual agreement of the parties or terminated as provided in paragraph 10 herein. Contract extensions may be approved by the City Manager for four additional one-year periods under the same terms and conditions.

3. **PRICES.** The Laboratory Service provider warrants that all prices stated in its proposal will remain firm for the initial term of this agreement. Any escalation in prices may be made on an annual basis thereafter by mutual agreement between the City and Contractor. Request for price increases must be made in writing to the Purchasing Administrator at least 60 days in advance. Increases in prices shall be based on the most recent U.S. Bureau of Statistics, Employment Cost Index news release text (released: April, July, October and January of each fiscal period) 12-month percentage changes in the Employment Cost Index, not seasonally adjusted. Private Industry, Compensation Costs, Table 5 (Professional, scientific, and technical services), the percentage change for most recent calendar year reported, not to exceed five (5) percent (see <http://www.bls.gov/news.release/eci.toc.htm>.) All request for price increases are subject to review and approval by the City Manager.

4. PAYMENTS TO THE COMPANY. All payments shall be made on within thirty (30) days after receipt of invoice(s) that shall conform to the City's accounting submittal requirements. Upon certification by the City Manager that all work has been performed in accordance with the terms of this Agreement, the City Manager will authorize payment of such invoice(s).

5. DELETION OF SERVICES. The City reserves the right to delete any portion of this Agreement at any time without cause. If such right is exercised, the total fee shall be reduced by the amount established for that service. If work has already been accomplished on the portion of the Agreement to be deleted, the Company shall be paid for the deleted portion on the basis of the percentage of completion.

6. WARRANTY AND STANDARD OF CARE. Company hereby warrants that all employees or agents providing service under this Agreement shall be competent to perform the tasks undertaken, that the services shall yield only first-class results, that all services provided shall be of high quality, and that all work strictly complies with the requirements of this Agreement. Any work not strictly complying with the requirements of this Paragraph shall constitute a breach of the Company's warranty.

7. DEDUCTIONS TO INVOICES. In the event the Company shall not have completed all of the required or weekly services as scheduled and outlined in the services required specifications, the Company will be required to make corrections of all discrepancies during the following scheduled work day. These corrections must be completely performed in accordance with the specifications requirements. If they are not, a deduction of the total daily cost for that location will be subtracted from the Company's weekly invoice. Failure of the Company to appear on any scheduled workday shall result in the deduction of the total daily cost for that location.

8. SECURITY. Some locations will have designated City staff available to provide entry to and exit from facilities. Company's employees must be properly identified and will not be permitted to enter or leave buildings at will once reporting to duty. Under no circumstances shall Company, or its agents or employees, provide access to any unauthorized person in the City's facilities.

9. WAIVER AND MODIFICATION CLAUSE. Any waiver, modification or cancellation of any term or condition of this Agreement, including but not limited to changes in the services to be performed by the Company pursuant to the Request for Proposals and Company's Proposal Form an increases or decreases in the Company's compensation, must be agreed to in writing and signed by both parties in order to be effective.

10. TERMINATION.

A. If the City materially breaches this Agreement, the Company may terminate the Agreement and shall thereafter be entitled only to compensation for services actually performed hereunder prior to such breach. Company expressly waives any and all other claims and remedies against the City, including incidental and consequential damages. Company shall give written notice to the City of any alleged breach and the City shall have ten (10) days from the date of such notice in which to cure the breach before Company may proceed under this paragraph.

B. If the Company materially breaches this Agreement, the City may terminate the Agreement and shall thereafter have available to it all rights and remedies in law and equity, the exercise of which shall be cumulative rather than exclusive. The City shall give written notice to the Company of any alleged breach and the Company shall have ten (10) days from the date of such notice to cure the breach before the City may proceed under this paragraph.

C. Notwithstanding any provision herein to the contrary, the City may terminate this Agreement without regard to cause at any time with thirty (30) days' notice to Company, provided that in such event, the City shall pay compensation for services actually performed hereunder prior to such termination.

11. CONSTRUCTION. This Agreement shall be governed by the laws, rules and regulations of the State of Florida.

12. NON-EXCLUSIVE. City reserves the right to use other laboratories at its discretion. Nothing in this Agreement shall preclude City from using any other firm to provide laboratory services during the term of this Agreement.

13. INSURANCE. The Company shall furnish proof of Workers' Compensation Insurance, and General Liability. Coverage to remain in force at all times during the contract period. The Company shall have the City named as additional insured under the existing insurance policy. The following minimum insurance coverage is required:

- |   |                   |
|---|-------------------|
| (a) Workers' Compensation:              | Statutory amount. |
| (b) Employer's Liability:               | \$500,000.        |
| (c) Commercial General Liability:       |                   |
| Combined bodily injury/property damage: | \$1,000,000.      |
| General Aggregate:                      | \$2,000,000.      |
| (d) Automobile Liability:               | \$1,000,000.      |

- (e) Contractor's Pollution Liability: \$1,000,000.
- (f) Contractor's Professional Liability: \$1,000,000.

The City reserves the right to require the Company to furnish satisfactory evidence of the above protection before work is started or at any time thereafter.

14. INDEMNIFICATION. The Company shall be liable for, and shall indemnify, defend and hold the City harmless from all claims, suits, judgments or damages, including court costs and reasonable attorney's fees, arising out of the Company's errors, omissions or negligent acts of the Company, its agents and employees, in performance of this Agreement.

15. LAWS, ORDINANCES. The Company shall observe and comply with all Federal, State and local laws, ordinances, rules and regulations that would apply to this Agreement.

16. PERMITS, FEES, TAXES, LICENSES. The successful Company shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, State and Federal laws, rules and regulations applicable under this Agreement. This provision also includes the City issued permits.

17. OSHA REQUIREMENTS. Company agrees to comply with the provisions of the Occupational Safety and Health Act of 1970, and the standards and regulations issued thereunder, and warrants that all services furnished under this agreement will conform to and comply with said standards and regulations. Company agrees to furnish Material Safety Data Sheets (for OSHA020) as applicable for hazardous or potentially hazardous products.

18. STATEMENT OF ASSURANCE. During the performance of this Agreement, the Company assures the City that Company is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977; that Company does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against Company's employees or applicants for employment. This Agreement is expressly conditioned upon the veracity of this Statement of Assurance and the Company's compliance with Title VII of the Civil Rights Act of 1964 when federal grant(s) is/are involved. Other applicable Federal and State laws, Executive Orders and regulations prohibiting such discrimination are also included by this reference. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

19. PUBLIC ENTITY CRIMES. In accordance with Section 287.133, Florida Statutes, any 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, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit

bids, proposals or replies 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 a public entity, and may not transact business with any public entity of the threshold amount provided in Section 218.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

By execution of this Agreement, Company assures the City that none of its officers, directors, executives, partners, shareholders, employees, members or any of its agents who are active in management have been convicted of a public entity crime. In the event that any of its officers, directors, executives, partners, shareholders, employees, members or any of its agents who are active in management are convicted of a public entity crime, the Company shall immediately notify the City.

20. NON-WAIVER. No failure by the City to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy available upon a breach hereof, shall constitute a waiver of any such breach or of any such term or condition. No waiver of any breach shall affect or alter any term or condition in this Agreement, and each such term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

21. RELATIONSHIP OF THE PARTIES. Nothing contained in this Agreement shall be deemed or construed to the relationship between the parties of principal and agent, or of partnership or joint venture, or of employer and employee; it being expressly agreed that the relationship of the Company to the City is that of an independent contractor.

22. VENUE. Venue for any action to enforce this Agreement shall be Hillsborough County, Florida.

23. PUBLIC RECORDS.

**IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, COMPANY SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Kerri J. Miller**  
**City Clerk**  
**302 W. Reynolds Street**  
**Plant City, FL 33563**  
**Phone: 813-659-4200**  
**[kmiller@plantcitygov.com](mailto:kmiller@plantcitygov.com)**

Company shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Company shall (a) keep and maintain public records required by City in order to perform the service under this Agreement; (b) upon request from the City Clerk, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if Company does not transfer the records to City; and (d) upon completion of this Agreement, transfer, at no cost, to City all public records in possession of Company or keep and maintain public records required by City to perform the service. If Company transfers all public records to City upon completion of this Agreement, Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Company keeps and maintains public records upon completion of this Agreement, Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology system of City.

24. NOTICES. All notices required or permitted hereunder shall be in writing and shall be deemed to have been delivered hereunder if mailed by first class, certified mail, postage prepaid, to the respective parties at the respective addresses:

City:

Michael Herr  
City Manager  
City of Plant City  
302 West Reynolds Street  
Plant City, FL 33563

With a copy to:  
Kenneth W. Buchman  
City Attorney  
302 West Reynolds Street  
Plant City, FL 33563

Company:

Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, in the manner provided above, a notice of such change.

25. SUCCESSORS AND ASSIGNMENTS. The covenants contained in this Agreement are binding on the parties and their respective successors, legal representatives and assignees, if any; however, this Agreement may not be assigned by Company to any third party without the prior consent of the City.

26. SEVERABILITY. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

27. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. It may not be modified or terminated orally and no claimed modification, termination or waiver shall be binding on the City unless in writing signed by an authorized representative of the City. No modification or waiver shall be deemed effected by Company's acknowledgement or confirmation containing other or different terms.

28. CAPTIONS. All titles to clauses contained in this Agreement are for identification only and shall not be construed as being a substantive part of the Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument, consisting of this Agreement and the attached Exhibit(s) to be executed by themselves or their duly authorized officers or agents and their seals to be affixed hereunto the day and year first written above.

City:

By: \_\_\_\_\_

Michael Herr  
City Manager

ATTEST:

\_\_\_\_\_  
Kerri J. Miller  
City Clerk

Approved as to form and correctness:

\_\_\_\_\_  
Kenneth W. Buchman  
City Attorney

Witness:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Company:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A

Company's Proposal Form  
(With weekly rates)