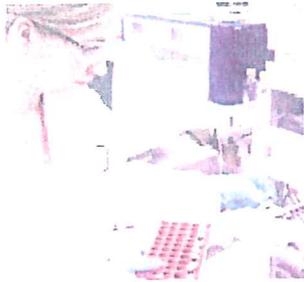


**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA
AND
PACE ANALYTICAL SERVICES, INC
FOR
ANALYTICAL LABORATORY SERVICES
RFP 12-0002**



Protecting Our Environment

**Price Proposal for Lake County Florida
RFP 12-0002 Analytical Laboratory Services**



Pace Analytical Services, Inc.
Paul R. Jackson
813-731-1595
Paul.Jackson@pacelabs.com
8 East Tower Circle
Ormond Beach, FL 32174



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LAKE COUNTY
FLORIDA

REQUEST FOR PROPOSAL (RFP)

Analytical Laboratory Services

RFP Number:	<u>12-0002</u>	Contracting Officer:	<u>Susan Dugan, CPPB</u>
Proposal Due Date:	<u>July 11, 2012</u>	Pre-Proposal Conference Date:	<u>None</u>
Proposal Due Time:	<u>3:00</u>	RFP Issue Date:	<u>June 22, 2012</u>

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Page 9
Certificate of Competency/License:	Section 3.19
Indemnification/Insurance:	Section 1.8
Pre-Proposal Conference/Walk-Thru:	Section 1.4

At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the due date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this RFP, and attach all other information requested in this RFP (see Provision 1.13). Failure to sign the proposal response, or to submit the proposal response by the specified time and date, may be cause for rejection of the proposal.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name:	<u>Pace Analytical Services, Inc.</u>	Phone Number:	<u>813-731-1595</u>
E-mail Address:	<u>paul.jackson@pacelabs.com</u>	Contact Person:	<u>Paul Jackson</u>

Section 1.1: Purpose

The purpose of this solicitation is to establish an on call contract for analytical laboratory services to comply with regulations of the Florida Department of Environmental Protection (FDEP) and the United States Environmental Protection Agency (EPA) in conjunction with the County's needs.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the proposal due date.

Susan Dugan, CPPB, Senior Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800
Phone : 352.343.9839 Fax : 352.343.9473
E-mail: sdugan@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

Section 1.3 Method of Award

Award will be made to the vendor who submits the lowest priced technically acceptable proposal. Vendors shall submit their offers in two (2) parts simultaneously. These two parts will consist of the **Technical Proposal** and a **Price Proposal**. The two parts (**Technical Proposal** and the **Price Proposal**) are to be submitted concurrently in separate envelopes, each plainly labeled with the solicitation number and the vendor's name and address.

- 1) The **Technical Proposal** submitted by a vendor in response to this solicitation will be submitted in an envelope or package clearly labeled **Technical Proposal**. The **Technical Proposal** will contain all documents specified in section 1.13.2 of this solicitation for inclusion in the technical proposal, and any additional technical material the vendor is required and/or desires to submit as part of their technical proposal. The technical proposal shall not include any pricing information.
- 2) The **Price Proposal** submitted by a vendor in response to this solicitation will be submitted in an envelope or package clearly labeled **Price Proposal**. The Price Proposal will contain all documents specified in section 1.13.2 of this solicitation for inclusion in the price proposal.

Separately enclosed technical and pricing proposals are to be delivered concurrently by the time and date specified in this solicitation. Each technical proposal will be graded as “Acceptable”, “Potentially Acceptable”, or “Not Acceptable”. Additional technical clarification will be requested for all technical proposals graded as “Potentially Acceptable”. That additional information will be forwarded to the evaluating County department, and a final grading of technical proposals as either “Acceptable” or “Not Acceptable” will be made. Award will be made to the lowest priced vendor that submitted an acceptable technical proposal. The County reserves the right to conduct technical negotiations if required to determine the acceptability of a technical proposal, to request best and final offers, and to reject any offer wherein the price is determined to be unrealistic or unreasonable.

Section 1.3.1 Evaluation of technical proposals will be made on the following basis:

A. Performance Qualifications: The performance evaluation will be based on both Environmental (WP) and Drinking Water (WS) proficiency test results over the past two (2) years and the ability of the Laboratory to perform the analysis using required methods, including the ability to meet listed detection limits. The Laboratory must hold NELAC/TNI or other FDEP recognized accreditation for the method and matrix that the County requires.

The Laboratory shall submit the results of the WP and WS to the County in paper and electronic format. The Laboratory shall also submit a list of the landfill parameters required along with their detection limits and reporting limits for these parameters/methods. This information shall be submitted in Excel or Access format (via CD).

Laboratories will be evaluated on the proficiency test results and the ability of the Laboratory to detect and perform the analysis, including the ability to meet listed detection limits.

B. References

C. Personnel Qualifications: Experience, training and education of key personnel directly involved with the Project.

D. Laboratory Equipment

E. Location of Laboratory: To ensure sample integrity and for the ability to make periodic unannounced inspections, only those Laboratories within a 180 mile radius of Tavares will be considered.

F. Electronic Capabilities: Laboratory’s ability and degree of integration with Laboratory Information Management System (LIMS), e mail and internet technologies with special consideration given to laboratory data being available real-time via the internet. Laboratory must be able to produce data in the Florida Department of Environmental Protection (FDEP) ADaPT format. The County will provide data template

sheets to the Laboratory that shall be filled in with the analysis information and e-mailed to the County upon completion of the analysis for import back into the County's LIMS.

G. Laboratory Inspection: Vendors are advised that the County reserves the right to inspect vendor facilities to complete its technical evaluation process.

Section 1.3.2 Price Proposals

All cost proposals will be converted into an annual cost estimate for the landfill sampling based upon wells existing and both the current and predicted sampling requirements for 2012/2013.

Section 1.4: Pre-Proposal Conference

Not Applicable

Section 1.5: Term of Contract

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall be thirty-six (36) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

In the event that the contracted laboratory is unable to complete any of the scope of services, or fails to meet the proposed specifications as stated herein, the County has the option to contract with other qualified laboratories.

Section 1.6: Option to Renew

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for two (2) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price (increase or decrease) based on changes in the Consumer Price Index. It is the vendor responsibility to request any pricing increase under this provision. The vendor adjustment request shall clearly substantiate the requested increase. The request for adjustment shall not be in excess of the relevant pricing index change.

The County reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County. Should the vendor decline the County's right to exercise the option period, the County shall consider the

vendor in default.

Section 1.7: Payment

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

Failure to submit invoices in the proscribed manner will delay payment, and the vendor may be considered in default of its contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Chapter 218, part VII, Florida Statutes.

Landfill Samples

For landfill samples, the Laboratory's invoice shall be itemized by "Landfill" and "Sample Type" as defined on the Fee Schedule (and not by analytical method or parameter). Should additional parameters be requested, they may be listed by well and method or parameter on separate lines from the routine parameters. Invoices shall be provided within fourteen (14) calendar days after final results have been reviewed and approved for a semiannual sample event. Invoices shall at a minimum contain the following information:

- Name of site.
- List of wells included on invoice.
- Time period or sample event for which the samples were collected.
- Number of samples for each Parameter Group Code.
- Charges for each Parameter Group Code.
- Amount of this invoice.

For landfill results, invoices based on analytical methods and/or individual wells will not be accepted unless approved in advance or unless additional parameters or methods not included in the sample type have been added to the event.

For sample events other than landfill, the sampling station(s) included on the invoice shall also be shown.

Compensation:

- A. The laboratory shall be paid at the unit price times the number of units for all laboratory services performed. The unit price shall include all costs, i.e. postage, shipping, professional and technician time, mileage, handling, reporting, quality assurance/quality control, and any other direct costs associated with the analysis.

- B. In the event a sample is lost, destroyed or otherwise compromised by the Laboratory, at the option of the County, a \$100.00 resampling fee may be deducted from the invoice for each well or station required to be resampled.
- C. Compensation for initial preparation of setting up an electronic data deliverable (EDD) template as defined in Section 3 shall be invoiced as an hourly charge per the fee schedule.
- D. The Laboratory shall be compensated for professional services for work not directly related to sample analysis or preparation of a new EDD template. This compensation shall be at the rate(s) specified in the proposal and on an hourly basis. The County must approve these services in advance and in writing.

Liquidated Damages:

Liquidated Damages for failure to deliver the required reports of the sampling results on time shall follow the table below:

1 to 14 days late	\$50.00 per sample
Greater than 14 days late	\$25.00 per each additional day per sample
(Based upon calendar days and counting from original due date.)	

The amount of liquidated damages shall not exceed the total amount to be invoiced for the sampling event.

Liquidated Damages may also be assessed of up to \$50 per sample for incomplete or inaccurate data that must be corrected and if the corrected results are not delivered within five (5) working days after the Laboratory has been notified of the problem.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or

damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value:	\$ _____
Garage Keepers Liability at coverage value:	\$ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or sub contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Section 1.9: Bonding Requirements

Not applicable.

Section 1.10: Delivery Requirements

Specific requirements listed in Section 3.

Section 1.11: Acceptance of Goods and/or Services

Receipt of all deliverables will be verified as complete and accurate using County software, FDEP's ADaPT or similar programs.

Section 1.12: Warranty Requirements

Not applicable

Section 1.13.1: Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date for the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the UNITED STATES POSTAL SERVICE (USPS), please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.13.2: Completion Requirements for a Request for Proposal

The original RFP and four (4) complete copies of the RFP submitted by the vendor shall be sealed and delivered to Lake County Procurement Services no later than the official closing date and time. Any response received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

The vendor's proposal will consist of two separately bound sections. The first section will be the vendor's Technical Proposal. The second section will be the vendor's Price Proposal. Each proposal section will be prepared in accordance with the following information and directions.

A. Economy of Presentation

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. The County emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

B. Proposal Guidelines

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the County's sole discretion, be rejected.

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and may only be used for large tables, charts, graphs, diagrams, and schematics.

Binding and Labeling - All Sections of the proposal should be identified by section tabs. A cover sheet should be bound in each separate proposal copy, clearly marked as to RFP title, solicitation number, copy number, and the Proposer's name. Spiral binding is preferred.

C. Technical Proposal Sections:

Proposals shall be organized into the following major sections.

Tab 1 - Proposer Profile & Required Information

- A. Statement of Interest & Understanding of Project
- B. Firm Profile / Firm History
- C. Personnel
 1. Program Manager: Identify one person as Project Manager that shall be the Laboratory's representative to the County. List the name, business address, telephone number and e-mail address of the individual that will act as the program manager for the project. Provide a resume of the individual's background and skills in managing similar projects. List the following information:

Years of experience within the area of specialty;
Length of and type of service with firm;
Education and formal training, including certifications.

Identify one alternate person should the primary Project Manager not be available and provide the same information as noted above for the Project Manager.

2. Laboratory Personnel

Submit professional resumes and duties of all the laboratory's technical, professional and management personnel that will be directly involved with this project. The list shall be incorporated in the Laboratory's quality control plan.

D. Any required licenses and permits

E. Certifications and Evaluations

The following certifications shall be submitted with the proposal:

1. NELAP/TNI (or other FDEP recognized) accreditation as described in Section 2.3.2.A.
2. WP/WS Proficiency Test result as described above and generalized in Section 2.3.2.F. Include only parameters that are required by Lake County. This shall be submitted with a paper copy and in an electronic format, via CD, in an MS Excel spreadsheet or MS Word document. Responses in paper format only to this requirement may not be considered and deemed unresponsive.

Tab 2 - Proposed Solution Description:

A. Comprehensive Quality Assurance Plan

Laboratory shall submit a copy of their approved QA/QC Plan.

B. List of Parameters

Laboratory shall submit their respective detection limits and analytical methods for the List of Parameters. This information shall be grouped by Sample Type. This information shall be submitted with a paper copy and in MS Excel or Access format via CD.

C. List of Equipment

Laboratory shall submit a list of all equipment available that will be used to perform the analysis and requirements of this proposal. On this list, the laboratory shall certify that they have this equipment and that it meets all standards, including State and EPA requirements, for the work to be performed under this contract.

D. Exceptions - any exceptions that the proposer may have concerning any item(s) set forth in the RFP document or associated addendums.

Tab 3 - Proof of Insurability

Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.

Tab 4 - References

The Laboratory shall complete the reference form (copy attached) with a minimum of five (5) clients within the State of Florida for whom they have recently performed landfill or similar services. Provide at least three (3) recent references where the proposed product /service have been used within the past 3 years. Please use the form attached.

Tab 5 - Litigation

Provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous three (3) years where a court or administrative agency has ruled for or against you or your organization in any matter related to you or your organization's professional activities.

Tab 6 - Subcontractors / Joint Ventures

Provide a list of any proposed sub-contractors or joint venture arrangements that may be used on the project. Provide the same information required in the Pricing Proposal Tab 3 (Section 1.13.2.D) for each sub-contractor or joint venture participant.

Tab 7 - Other Information

Provide any information that will provide insight to the County about the qualifications, fitness and abilities of the proposer. This information should be succinct.

D. Price Proposal:

The price proposal shall be organized into the following major sections.

Tab 1 – Completed solicitation

Include a copy of a fully completed and signed RFP.

Tab 2 – Completed Pricing Section:

A. Submit “Analytical Cost Calculation Form.” Per Section 4.

B. Schedule of other costs

Submit a schedule for all services that the Laboratory is capable of providing and the cost proposed for each service. The purpose of this schedule is to delineate the capability of the Laboratory to provide additional laboratory services above those that may be presently required.

Tab 3 – Financial Stability

Each proposer shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted.

Tab 4 – Other Information

Provide any information that will provide insight to the County about the financial qualifications, fitness and stability of the proposer. This information should be succinct.

Section 2.1 Introduction

The County requires analytical laboratory services for compliance with all FDEP landfill permit specifications and other monitoring requirements. The laboratory chosen must demonstrate and maintain the ability to meet or exceed all regulatory, analytical and time frame requirements in addition to providing professional assistance to the County with respect to their monitoring program.

The County has four (4) solid waste facilities under permit for operation, expansion and/or closure by the Florida Department of Environmental Protection (FDEP). The facility names currently under permit are Lake County Solid Waste Management Facility (Astatula) which consists of: Phase 1, Phase 2, Phase 3, C&D and MOP; Lady Lake; Log House; and Umatilla Landfills.

There are approximately 128 wells and two (2) leachate stations scheduled to be monitored at these facilities. In addition to ground water analysis, the Ground Water Monitoring Plans also require quality control samples, trip and equipment blanks. The general analytical requirements are shown in the table below. Estimates of wells and/or parameters are subject to change.

TABLE OF SCHEDULED LANDFILL MONITORING

LANDFILL	SAMPLE TYPE	PARAMETER GROUP CODE*	APPROX. NUMBER OF SAMPLES	FREQUENCY (See Cost Sheet for Details)
Lake County Solid Waste Management Facility (Astatula)	Ground Water	NOO	58	Semiannually
	Leachate	LAA	2	Annual
	C & D	WCD	6	Semiannually
	Monitoring Only Plan (MOP)	MOP	37	Semiannually
Lady Lake	Ground Water	FIM	11	Semiannually
Loghouse	Ground Water	NOO	4	Semiannually
Umatilla	Ground Water	NOO	12	Semiannually

* A list of parameters in each Parameter Group is attached.

In addition to landfill monitoring, water quality samples may be taken from various other sites for purposes of determining compliance with County regulations. The County has a surface water quality monitoring program and an industrial waste program. Although most of that work is being performed in-house, there may be analytical needs that could arise from that or other programs. Other County agencies may also have analysis service requirements that could be met under a contract resulting from this RFP.

County Staff will conduct related activities such as sample collection, measurements of ground water levels, rainfall measurements and reporting specified in the Ground Water Monitoring Plans.

Section 2.2 Minimum specifications for Laboratory Analytical Services

Provide laboratory services to comply with regulations of the Florida Department of Environmental Protection (FDEP) and the United States Environmental Protection Agency (EPA). There may also be other laboratory services that the County may require.

Section 2.2.1 Description

The work generally encompasses the analysis and reporting of samples listed in the Table of Scheduled Landfill Monitoring, above. Samples could also include those from other monitoring wells, surface water sites, storm water sites, sewage treatment plants and disposal systems; industrial, hazardous and agricultural waste disposal sites, leachate collection systems, public and private wells, soils, sludges, incinerator ash, other landfill samples, cuttings from monitor well installation and any other samples necessitating laboratory analysis. This Contract will also provide for professional services, including advice and professional assistance with monitoring programs; attendance at meetings with County staff, regulatory agencies or consultants; and/or testimony at hearings of administrative and judicial proceedings. The County, at its option, may choose to perform any or all analyses in house.

- A. The Laboratory shall deliver to the County sample bottles, containers and coolers required to conduct sampling in accordance to the requirements of all pertinent Quality Assurance Plans and the County's Chain of Custody forms. The cost of this service shall be included in the cost of analysis by the Laboratory and shall be included in the Proposal Price. All such bottles containers and coolers shall remain the property of the Laboratory.
- B. The Laboratory shall arrange for the samples and containers to be picked up and transported from the County to the Laboratory after collection by the County. The shipping cost shall be included in the cost of analysis.
- C. In the event a sample is lost, destroyed or otherwise compromised by the Laboratory, at the option of the County, a resampling fee may be deducted from the invoice for each well or station required to be resampled as described in section 1.7.B.
- D. The Laboratory will be required to set up an electronic data deliverable (EDD) template as defined in writing by the County. The template will be for the purpose of delivering analytical results electronically. (The hourly charge for these services will be at the rate designated in the Analytical Cost Calculation Form in Section 4.) After the initial preparation, additional charges will not apply unless the County changes the EDD requirements. Notification of a change will be in writing. In addition to the EDD, the Laboratory will also be required to report data to the County in FDEP's ADaPT format.
- E. Professional services may be requested for work not directly related to sample analysis or preparation of a new EDD template. The County must approve in writing these services prior to those services being rendered.

Section 2.2.2 Inspection of Facilities

The County may conduct announced or unannounced periodic inspections of the laboratory facility, equipment, quality control records, analysis records of the Laboratory, and laboratory procedures. Any deficiencies or violations of the requirements of the contract documents detected on any inspection may be cause for suspension or termination of the contract.

Section 2.2.3 Analytical Constraints

- A. Within five (5) working days of receipt of notification by the County via e-mail, the Laboratory shall deliver to the County equipment necessary for the sampling and analysis, i.e., bottles, coolers, signed bottle form, etc.
- B. Testing on all samples shall be completed within EPA holding times.
- C. Testing shall be performed using EPA or other approved analytical methods as contained in the Proposal.
- D. All landfill analyses performed shall be reported at a minimum to the standards listed in the Groundwater Contamination Threshold Levels (GCTL). Any other project specific Reporting Detection Limit (RDLs) will be addressed on a per project basis.

Section 2.2.4 Location of Analysis

All analysis shall be performed at the same laboratory facilities specified in the contract. Analyses shall not be sent to another site or laboratory unless specifically approved in advance writing by the County.

Section 2.2.5 Reporting Procedures

- A. All analyses shall be completed and initially reported as described below, within thirty (30) calendar days of delivery to the Laboratory of the final sample for the landfill, sample type and sampling event, unless designated otherwise beforehand.
- B. The Laboratory shall check all landfill results using FDEP's ADaPT program. All problems shall be corrected prior to the results being reported to the County. All ADaPT reports shall be provided along with the results.
- C. Results of all analyses shall be submitted to the County in an electronic data deliverable (EDD) format file and (for all landfill samples) in ADaPT. All results of analyses including non-landfill results shall be reported in the EDD format. This also includes all equipment and trip blanks and other QA/QC data unless County specifically directs otherwise.
- D. Laboratory shall provide the EDD file by website, FTP download or email.
- E. At a minimum the laboratory reports shall be provided in the Adobe Acrobat or other electronic format as specified by the County. Hard copies may also be required. This reporting procedure shall be used unless the County directs in writing or email the Laboratory to use a different procedure.
- F. The County also requires all landfill data to be submitted in the FDEP ADaPT electronic format at no additional charge.

- G. Laboratory shall certify that data transmitted both electronically and on paper is accurate and complete.
- H. The quality control data reported with the analyses shall be in accordance with FDEP-QA, NELAP and/or replacement and the Laboratory's QA/QC Plan(s).
- I. The final data report for each site sampling event, (sample analysis data, quality control data, and Quality Control Report for the sampling event), shall be forwarded along with the invoice, as a complete package, unless directed otherwise by the County.
- J. The Laboratory shall submit an annual Quality Assurance Report for all County projects of more than three (3) months duration. The first report shall be due to the requesting Department no later than six (6) months from the completion of the initial sampling event and **annually** thereafter. All landfill data may be treated as one project with a QA Report being prepared once each year.

The Quality Assurance Report shall include but not be limited to the following data:

- A summary of the results of all performance audits in which the Laboratory is/was a participant for the reporting year including but not limited to USGS, EPA and DHRS evaluations.
- A summary of the results of systems audits performed during the year.
- A summary of overall QA/QC problems, recommended corrective actions and the results of the corrective actions.
- A documentation of changes in personnel directly working on the project, to include professional resumes.
- Comparison of the measurement of accuracy, precision and completeness from one sampling event to another against the laboratory database for the same parameters.
- Copy of current laboratory certifications.
- Copy of FDEP approved Comprehensive Quality Assurance Plan, if it has changed since the previous QA report.
- A list of any changes to parameters certified to perform and/or detection limits for parameters required by the County.
- Whenever a substantial change in personnel has occurred (greater than 1/3 of the assigned staff listed in the Proposal) or a change to the Project Manager or Alternate, the Laboratory shall submit the professional qualifications information required under the proposal within thirty (30) calendar days of such change.
- Where the laboratory is planning to relocate the County shall be notified a minimum of three (3) months before that move.

- Any event that may prevent the Laboratory from performing under the contract shall be reported to the County as soon as possible. Notification via email or telephone is acceptable if followed in writing within one (1) week.

Section 2.2.6 Quality Control

- A. The County may send blind quality control samples as necessary. These could include field spikes and similar samples.
- B. The County requires one (1) trip blank sample per sampling day when VOCs are being analyzed.
- C. Quality samples, when requested by the County, shall be billed at the contracted Sample Type rate.
- D. The Laboratory shall maintain quality control records for each sampling event for five (5) years. These records shall be available to the County upon request.
- E. The minimum standards for quality control shall be as described in DEP-SOP-001/01 sections FS2200, FQ1000 and FD1000 February 1, 2004, “Handbook for Analytical Quality Control in Water and Wastewater Laboratories”, EPA-600/4-79-019 March 1979 and TNI 2009 Standard, Effective Date July 1, 2011.

Section 2.3 Qualifications for Submission & Contracting

Section 2.3.1 General

- A. Distance to Laboratory
To ensure sample integrity and for the ability to make periodic unannounced inspections, only those Laboratories within a 180 mile radius of Tavares will be considered.
- B. Location of Analysis
All analysis shall be performed at the same Laboratory facilities specified in the contract unless specifically approved in advance by County in writing.
- C. Dividing of Samples
Analyses shall not be divided between two or more laboratory facilities owned by the Laboratory unless specifically approved in advance in writing by the County.
- D. Various Required Plans
All required Laboratory health, safety and operating plans and procedures shall be available for review upon request by the County.
- E. Methods used for Analysis
The Laboratory shall provide a list of analytical methods proposed to be used to meet requirements for each Sample Type. (See Attachment 3)

Section 2.3.2. Standards**A. NELAP/TNI Certifications**

Laboratory facilities shall be at all times NELAP/TNI accredited by the State of Florida, Department of Health (DOH), to conduct analyses of all parameters in the List of Parameters herein, pursuant to Chapter 64E-1 F.A.C., Certification of Water Testing Laboratories and Environmental Water Analysis Programs. Proof of certifications shall be submitted with the proposal. This certification must be maintained for the entire contract period with updated copies provided throughout the duration of the contract. The County shall be notified in writing within five (5) working days of any changes in certification status for any or all parameters.

B. Quality Assurance Plan

The proposing Laboratory shall have a FDEP approved Comprehensive Quality Assurance Plan or other approved equivalent plan, which shall be submitted with the proposal. Laboratory shall make the County aware of any approved changes or modifications in writing within five (5) working days. One copy shall be submitted with the proposal.

C. Submission of Evaluations

Copies of all Laboratory Proficiency Testing results over the past two (2) years shall be submitted with proposal.

D. Detection Limits

The Laboratory shall perform all analyses at or below the required detection limits. The RDLs shall be at or below State required GCTLs, MCLs or other recommended guidelines as stated in Federal, State or Local regulations. Both MDL and RDL are required to be reported with the results.

E. Subcontract Laboratories

If a subcontracted laboratory is necessary to perform any work required under this RFP, the same information required for the proposed laboratory must also be submitted for the subcontractor's laboratory. They will be evaluated under the same standards as the primary Laboratory relative to the portion of work they do.

If there is a possibility that a subcontract lab could be used, it is recommended that their qualifications be submitted well in advance.

In an emergency, a subcontract laboratory may be used only if pre-approved in writing and then only on a case-by-case basis.

F. Water Pollution (WP) & Water Supply (WS) Proficiency Testing Program

The Laboratory shall successfully participate in the NELAP/TNI required Water Pollution (WP) and Water Supply (WS) proficiency testing programs at least twice a year. Additionally the Laboratory shall provide evidence of certification and a minimum of two (2) years of proficiency testing results.

G. Other Regulations

The Laboratory shall demonstrate compliance with all required Federal, State and Local regulations including the handling and disposing of hazardous waste.

H. Analytical methods

Analytical methods used to perform analyses shall remain consistent with original submittal unless the County approves the change in writing.

Section 2.3.3 Equipment

A. Minimum laboratory equipment requirements for inorganic analysis (Minimum of One Each):

1. Atomic Absorption Spectrophotometer with Flame Burning Unit, Graphite Furnace and Cold Vapor Absorption Apparatus installed with Autosampler and/or Inductively Coupled Plasma with Autosampler
2. Digestion Apparatus

B. Minimum laboratory equipment requirements for organic analysis (Minimum of One Each):

1. Gas Chromatograph equipped with a minimum four detectors in tandem or stand alone of any of the following type: Electron Capture, Flame Ionization, Hall Electron Capture, Flame Photometric, Photoionization, equipped with Auto Sampler and/or Purge and Trap concentrators.
2. Gas Chromatograph/Mass Spectrophotometer with Ion Trap, and appropriate detector(s) and sampling apparatus, (refer to GC)
3. HPLC using UV and Fluorescence Detectors, with Autosampler.
4. Total Organic Carbon Analyzer, with Infrared Detector Autosampler and sparging apparatus.

C. Minimum laboratory equipment requirements for Basic Environmental Chemistry Analysis

- a). Autoanalyzer with Auto Sampler or Discrete Analyzer or IC or other equivalent
- b). Total Carbon Analyzer
- c). Specific Ion pH meter
- d). Conductivity Bridge
- e). Bacteriological Apparatus for Most Probable Number and Membrane Filter Analysis.
- f). UV/Vis Spectrophotometer

- g). High Temperature Ovens
 - h). Turbidity Meter
 - i). Digestion Blocks with appropriate ventilation
 - j). Assorted glassware
- D. Quality Control

To demonstrate proficiency in quality control, a Laboratory shall have a minimum of three (3) years of quality control data for all proposed parameters and the minimum number of quality control samples shall be performed as specified in DER-QA-001/92.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to whom award has been made.

County: Shall refer to Lake County, Florida.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words "shall", "must", or "will" indicate an essential requirement or condition which may not be waived.

3.2 INSTRUCTIONS TO PROPOSERS**A. Proposer Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

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

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester's name, address, and telephone number. The

Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

D. Contents of Solicitation and Proposers' Responsibilities

It is the responsibility of the proposer to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the proposer.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Proposals

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.
2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal due date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation. Proposers are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF PROPOSALS

- A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal

- B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the proposer's firm must sign the proposal. FAILURE TO SIGN THE PROPOSAL MAY BE CAUSE TO REJECT THE PROPOSAL.
- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract agreement. By submitting a proposal, the proposer also agrees that the County bears no responsibility for any costs associated with the preparation of the proposal and/or any administrative or judicial proceedings resulting from this solicitation process.

3.8 COUNTY IS TAX-EXEMPT

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The County will sign an exemption certificate if submitted by the contractor. Contractors doing business with the County are not exempt from paying sales tax to their suppliers for

materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of proposal submittal will be available for public inspection after the proposal due date in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

3.11 AWARD

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. Any tie situations will be resolved in consonance with current written procedure in that regard.
- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual. It is incumbent upon the vendor to be aware of the posting of any associated award recommendation. Any protest received after the contract award date may be rejected.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect

the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.15 WARRANTY

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

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

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

3.23 INDEMNIFICATION

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

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy in the event the

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

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the vendor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the vendor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the vendor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the County.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for the successful performance under the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For all agreements exceeding \$150,000, the awarded firm may be required to execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the County upon request.

RFP TITLE: ANALYTICAL LABORATORY SERVICES

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 1 of this solicitation.
- Each price offered in your proposal shall be a firm-fixed price, exclusive of any tax. Any proposal containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.

ANALYTICAL COST CALCULATION FORM

Current as of April 16, 2012

Costs will be converted into an annual cost estimate for the landfill sampling based upon wells existing and both the current and predicted sampling requirements for 2012/2013.

SAMPLE TYPE (see Parameter Groups in table Section 5. Attachments)	UNIT COST	ESTIMATED QUANTITY ¹ PER EVENT	EVENTS PER YEAR	EXTENDED ESTIMATED COST
“FIM”	\$ 28.00	11	2	\$ 616.00
“NOO”	\$ 88.00	74	2	\$ 13,024.00
“LAA”	\$ 714.00	2	1	\$1,428.00
“MOP”	\$60.00	37	2	\$ 4,440.00
Phenols (for Astatula only)	\$21.00	58	1	\$ 1,218.00
“WCD”	\$97.00	6	2	\$ 1,164.00
Professional Services per hour charge; as needed	\$60.00	NA	NA	NA
Professional Services for Programming EDD Import - One time cost	\$ 0.00	NA	NA	NA
			Total	\$ 21,890.00

¹ Sample quantities are estimated and subject to change.

Respondents must also include an attached list of individual costs per test of all analyses able to be performed and a general cost sheet



Pace Analytical Services, Inc. - Florida
 Schedule of Services
 Lake County RFP 12-0002

METHOD	Category	PARAMETER	Unit Price
<i>Organics - Gas Chromatography</i>			
504.1	DW	EDB/DBCP by Microextraction	\$ 48.00
507 mod Not Certified	DW	Nitrogen & Phosphorus Pesticides	\$ 180.00
508.1	DW	Chlorinated Pesticides & PCBs	\$ 120.00
515.3	DW	Chlorinated Herbicides	\$ 160.00
552.2	DW	Haloacetic Acids	\$ 140.00
608	ENV	Organochlorine Pest & PCB	\$ 144.00
608	ENV	Organochlorine Pest w/o PCB	\$ 104.00
608	ENV	PCB only	\$ 80.00
FL-PRO	ENV	FL-PRO	\$ 72.00
8011	ENV	EDB & DBCP	\$ 48.00
8081	ENV	ORGANOCHLORINE PEST	\$ 104.00
8082	ENV	PCB	\$ 80.00
8082	ENV	PCB OIL	\$ 64.00
8081/8082	ENV	ORGANOCHLORINE PEST & PCB	\$ 144.00
8141	ENV	ORGANOPHOSPHOROUS PEST	\$ 160.00
8151	ENV	ORGANOCHLORINE HERBICIDES	\$ 160.00
<i>Organics - Mass Spectrophotometry</i>			
524.2	DW	Purgeable Organics	\$ 112.00
524.2	DW	Trihalomethanes (THMs)	\$ 64.00
525.2	DW	Base-Neutral/Acid Extractables	\$ 180.00
548.1	DW	Endothall	\$ 140.00
624	ENV	Purgable Organics VOC	\$ 88.00
624	ENV	NIST Library Search (10 Components) - TIC	\$ 16.00
625	ENV	BNA	\$ 208.00
625	ENV	BN	\$ 120.00
625	ENV	Acid Extractables	\$ 120.00
625	ENV	NIST Library Search (10 Components) - TIC	\$ 40.00
8260 * add cost for TerraCore if soil	ENV	Purgable Organics VOC	\$ 88.00
8260	ENV	NIST Library Search (10 Components) - TIC	\$ 16.00
8260 * add cost for TerraCore if soil	ENV	Purgable Organics (Aromatics only) VOA	\$ 56.00
8260 * add cost for TerraCore if soil (soil EDB/DBCP are available)	ENV	Purgable Organics (Halocarbons only) VOH	\$ 56.00
8260 * add cost for TerraCore if soil (soil EDB/DBCP are available)	ENV	Purgable Organics VOC	\$ 88.00
8270	ENV	BN	\$ 120.00
8270	ENV	Acid Extractables	\$ 120.00
8270	ENV	BNA	\$ 208.00
8270	ENV	Polynuclear Aromatic Hydrocarbons - PAH	\$ 120.00
8270	ENV	NIST Library Search (10 Components) - TIC	\$ 16.00



Pace Analytical Services, Inc. - Florida
 Schedule of Services
 Lake County RFP 12-0002

METHOD	Category	PARAMETER	Unit Price
<i>Organics - High Pressure Liquid Chromatography (HPLC)</i>			
531.1	DW	Carbamate Pesticides	\$ 100.00
547	DW	Glyphosphate	\$ 80.00
549.2	DW	Diquat or Paraquat	\$ 148.00
<i>Organics Analysis Sample Preparation</i>			
3510	ENV	Separatory Funnel Extraction	\$ 60.00
3535	ENV	Solid Phase Extraction (SPE Disk)	\$ 68.00
3540	ENV	Soxlet Extraction	\$ 80.00
3550	ENV	Sonication Extraction	\$ 60.00
3580	ENV	Waste Dilution	\$ 20.00
3620	ENV	Florisil Column cleanup	\$ 20.00
3630	ENV	Silica Gel Column Cleanup	\$ 20.00
3660	ENV	Sulfur Cleanup	\$ 8.00
3665	ENV	Acid Cleanup	\$ 8.00
5035	ENV	Terra Core Kit (Low Level + MEOH)	\$ 10.00
		Wipe Media	\$ 20.00
<i>Air Analysis Tedlar Bag</i>			
EPA 18 Modified including Tedlar bag	ENV	BTEX + MTBE + Hydrocarbons based on Benzene	\$ 120.00
Sampling Media	ENV	Tedlar Bag	\$ 25.00
<i>Inorganics - Metals by Method</i>			
245.1	DW, ENV	Mercury - Cold Vapor	\$ 24.00
7470/7471	ENV	Mercury - Cold Vapor	\$ 24.00
ICP/OES (per metal) 200.7*	DW, ENV	Al, As, Ba, Be, Cd, Ca, Cr, Cu, Fe, Mg, Mn, Ni, K, Ag, Na, Zn	\$ 14.40
ICP/OES (per metal) 6010*	ENV	Al, As, Ba, Be, Cd, Ca, Cr, Cu, Fe, Mg, Mn, Ni, K, Ag, Na, Zn	\$ 14.40
ICP/MS (per metal) 200.8*	DW, ENV	Al, Sb, As, Ba, Be, Cd, Cr, Cu, Pb, Mn, Ni, Se, Ag, Ti, Zn	\$ 16.00
ICP/MS (per metal) 6020*	ENV	Al, Sb, As, Ba, Be, Cd, Cr, Cu, Pb, Mn, Ni, Se, Ag, Ti, Zn	\$ 16.00
8 RCRA Metals 6010/7470	ENV	As, Ag, Ba, Cd, Cr, Hg, Pb, Se	\$ 88.00
Priority Pollutant Metals 200.7/245.1, 6010/7470/6020/200.8	ENV	As, Be, Cd, Cr, Cu, Pb, Hg, Ni, Sb, Se, Ag, Ti, Zn	\$ 128.00
TAL Metals 6010/7470/6020	ENV	Al, Sb, As, Ba, Be, Cd, Ca, Cr, Co, Cu, Fe, Pb, Mg, Mn, Hg, Ni, K, Se, Ag, Na, Ti, V, Zn	\$ 168.00
Appendix I Metals 6010/6020 SW	ENV	Ag, As, Ba, Be, Cd, Co, Cr, Cu, Ni, Pb, Sb, Se, Ti, V, Zn	\$ 80.00
Appendix I Metals 6010/6020 GW	ENV	Ag, As, Ba, Be, Cd, Co, Cr, Cu, Ni, Pb, Sb, Se, Ti, V, Zn	\$ 80.00
Appendix II Metals 6010/7470/6020	ENV	Ag, As, Ba, Be, Cd, Co, Cr, Cu, Hg, Ni, Pb, Sb, Se, Sn, Ti, V, Zn	\$ 144.00



Pace Analytical Services, Inc. - Florida
 Schedule of Services
 Lake County RFP 12-0002

METHOD	Category	PARAMETER	Unit Price
Appendix II Metals 6010/7470/6020	ENV	Ag, As, Ba, Be, Cd, Co, Cr, Cu, Hg, Ni, Pb, Sb, Se, Sn, Tl, V, Zn	\$ 144.00
SM3500-Cr D	ENV	Hexavalent Chromium (Cr+6) Water only	\$ 40.00
*Preparation (will be applied to metals cost if 3 or less metals are requested)	ENV	Turbidity / Digestion	\$ 12.00
3020A	ENV	Acid Digestion, Total	\$ 12.00
3005	ENV	Acid Digestion, Total Recoverable	\$ 12.00
3050B	ENV	Acid Digestion, Soils/Sediment/Sludge	\$ 20.00
EPA/CE 6/94	ENV	Elutriate Extraction	\$ 120.00
Pace SOP	ENV	Filtration	\$ 24.00
* NOTE: Preparation fee will be charged if <3 metals analyses required.			
<i>Inorganics - Wet Chemistry</i>			
SM2320B	DW, ENV	Alkalinity-Total, Bicarbonate, Carbonate, Hydroxide, CO2	\$ 19.20
SM5210B	ENV	BOD, 5 Day	\$ 40.00
SM5210B	ENV	Carbonaceous BOD, 5 Day	\$ 36.00
300.1	DW	Bromate, Chlorate, Chlorite, Bromide	\$ 80.00
300.0/9056	DW, ENV	Bromide	\$ 19.20
SM 5310B	DW, ENV	Carbon, Total Organic	\$ 40.00
410.4	ENV	Chemical Oxygen Demand - COD	\$ 32.00
300.1	DW	Chlorate	\$ 28.00
300.0	DW, ENV	Chloride	\$ 24.00
9056	ENV	Chloride	\$ 24.00
SM4500CI-D	DW	Chlorine, Total Residual Amperometric	\$ 19.20
300.1	DW	Chlorite	\$ 28.00
SM10200H	ENV	Chlorophyll / Pheophytin	\$ 60.00
SM2120B	DW, ENV	Color, Apparent	\$ 16.00
SM2120B	DW, ENV	Color, True	\$ 16.00
SM 2510B	DW	Conductivity	\$ 8.00
120.1, 9050	ENV	Conductivity	\$ 8.00
SM2330B	ENV	Corrosivity, Langlier Index (Ca, TDS, Temp, pH, Alk)	\$ 48.00
SM2330B	ENV	Corrosivity, Langlier Index (Calculation only)	\$ 8.00
335.4	DW, ENV	Cyanide, Total	\$ 48.00
300.0	DW, ENV	Fluoride (w/o Distillation)	\$ 19.20
SM2340B	ENV	Hardness, Calcium or Magnesium (Calculation)	\$ 20.00
SM2340B	ENV	Hardness, Total (Calculation)	\$ 28.00
SM4500-S-E (18th Ed.)/TITR	ENV	Sulfide	\$ 40.00
9030/9034 (soil)	ENV	Sulfide	\$ 80.00
1010	ENV	Ignitability	\$ 40.00
1030	ENV	Ignitability soilds	\$ 80.00



Pace Analytical Services, Inc. - Florida
 Schedule of Services
 Lake County RFP 12-0002

METHOD	Category	PARAMETER	Unit Price
SM5540C	DW, ENV	MBAS (Detergents, Foaming Agents)	\$ 60.00
300.0	DW, ENV	NO2, NO3, F, Cl, SO4, Ortho Phosphate, Bromide *	\$ 84.00
SM2150B	DW	Odor (Potable DW Only)	\$ 24.00
SM2150B	DW	Odor (Potable DW Only - Dechlorinated)	\$ 24.00
1664 HEM	ENV	Oil & Grease (HEM)	\$ 80.00
1664 TRPH	ENV	TRPH (Total Recoverable Petroleum Hydrocarbons _ HEM)	\$ 96.00
9095	ENV	Paint Filter Liquids Test	\$ 40.00
314.0	DW	Perchlorate	\$ 100.00
SM 4500H+B	DW, ENV	pH	\$ 8.00
9040	ENV	pH	\$ 8.00
9045	ENV	pH Solids	\$ 16.00
420.4 / 9066	ENV	Phenols, Total Recoverable	\$ 48.00
SM2520B	ENV	Salinity	\$ 12.00
SM 4500SiD	ENV	Silica, Reactive (Dissolved), as SiO2	\$ 32.00
SM2710F/CE-8!-1	ENV	Specific Gravity	\$ 20.00
300.0	DW, ENV	Sulfate	\$ 19.20
180.1	DW, ENV	Turbidity	\$ 16.00
SM 5910B	DW	UV254	\$ 20.00
<i>Inorganics - Wet Chemistry (Nutrients)</i>			
350.1	ENV	Nitrogen, Ammonia (w/o Distillation)	\$ 24.00
353.2	DW, ENV	Nitrogen, Nitrate (Calculation)	\$ 24.00
300	DW, ENV	Nitrogen, Nitrate	\$ 19.20
9056	ENV	Nitrogen, Nitrate	\$ 19.20
353.2	DW, ENV	Nitrogen, Nitrate-Nitrite, NOx	\$ 19.20
353.2	DW, ENV	Nitrogen, Nitrite	\$ 24.00
300.0	DW, ENV	Nitrogen, Nitrite	\$ 24.00
9056	ENV	Nitrogen, Nitrite	\$ 24.00
351.2 - 350.1	ENV	Nitrogen, Organic	\$ 52.00
351.2 + 353.2	ENV	Nitrogen, Total	\$ 48.00
351.2	ENV	Nitrogen, Total Kjeldahl	\$ 40.00
365.1	ENV	Phosphate, Ortho (low level)	\$ 32.00
300.0 / 9056	ENV	Phosphate, Ortho	\$ 24.00
300	DW	Phosphate, Ortho	\$ 24.00
365.3	ENV	Phosphate, Total (low level)	\$ 40.00
365.4	ENV	Phosphate, Total	\$ 32.00
<i>Inorganics - Wet Chemistry (Residue)</i>			
SM 2540C	DW, ENV	Solids, Total Dissolved (TDS)	\$ 24.00
SM2540D	ENV	Solids, Total Suspended (TSS)	\$ 24.00
SM2540B	ENV	Solids, Total (TS)	\$ 24.00
160.4 / SM2540G	ENV	Solids, Total Volatile (TVS)	\$ 32.00
SM2540E	ENV	Solids, Total Suspended, Volatile (TSVS)	\$ 32.00



Pace Analytical Services, Inc. - Florida
 Schedule of Services
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METHOD	Category	PARAMETER	Unit Price
160.4	ENV	Solids, Total Fixed	\$ 24.00
<i>Microbiology</i>			
SM9223B / COLISURE	DW	Total Coliform, MMO-Mug	\$ 24.00
SM9215B	DW, ENV	Heterotrophic Plate Count (per temperature)	\$ 32.00
SM9222B (one dilution) *	ENV	Total Coliform, Membrane Filter	\$ 24.00
SM9222D (one dilution) *	ENV	Fecal Coliform, Membrane Filter	\$ 24.00
SM9221C/9221E	ENV	Fecal Coliform, MPN solids only	\$ 160.00
SM9020B	ENV	Bacteriological Use Test	\$ 350.00
* = (one dilution) (each additional dilution add \$10 each for total and f			
<i>Waste Characterization</i>			
1311	ENV	Extraction: Metals, Non-volatile organics	\$ 48.00
1311	ENV	Extraction: Volatile Organics / Zero headspace	\$ 48.00
1312	ENV	Extraction: Metals, Non-volatile organics	\$ 48.00
1312	ENV	Extraction: Volatile Organics / Zero headspace	\$ 48.00
<i>Field Services</i>			
Automatic Composite Sampler ISCO or eq. Per Day Rental			\$ 150.00
Sampling Vehicles, Per mile			\$ 0.60
Sample Courier Services - for samples valued at <\$150			\$ 60.00
Sample Courier Services - for samples valued at >\$150			\$ 30.00
<i>Professional Services</i>			
Chemist Consultation Per Hour			\$ 125.00
Technician Lab Services Per Hour			\$ 65.00
Field Sampling: One Technician Crew per hour			\$ 65.00
Field Sampling: Two Technician Crew per Hour			\$ 100.00
Data Package Minimum \$500 or 25% of total cost of project.			\$ -
Extended laboratory Sample Storage 5% of total invoice per month			\$ -
Administrative Services per hour			\$ 32.00

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

<p>Part I:</p> <p>The proposer must list below the dates of issue for each addendum received in connection with this RFP:</p> <p style="margin-left: 100px;">Addendum #1, Dated: _____</p> <p style="margin-left: 100px;">Addendum #2, Dated: _____</p> <p style="margin-left: 100px;">Addendum #3, Dated: _____</p> <p style="margin-left: 100px;">Addendum #4, Dated: _____</p>
<p>Part II:</p> <p><input checked="" type="checkbox"/> No Addendum was received in connection with this RFP.</p>

Additional Certifications Requiring Completion:

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. Yes No (Check one)

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from the Lake County's Vendor List, please mark the appropriate space below, complete the Vendor Information and Signature section on the following page, and return this and the following page only.

- Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- Please remove our firm from Lake County's Vendor's List for this product / service.

This Agreement hereby incorporates the following Exhibits:

- Exhibit A: Listing of Attachments to Solicitation
- Exhibit B: Pace Analytical Technical Proposal

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

RFP -12-0002

By Signing This Proposal the Proposer Attests and Certifies That:

1. It satisfies all legal requirements (as an entity) to do business with the County.
2. The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
3. The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal and any contract(s) and/or other transactions required by award of this solicitation.

Certification Regarding Acceptance of County Electronic Payable Process

The vendor will accept payment through the County's VISA- based electronic payment system: Yes No

Reciprocal Vendor Preference:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): Ormond Beach, FL
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: Yes No If "yes" is checked, provide supporting detail:

Certification Regarding Felony Conviction

Has any officer, director, or executive of the proposing entity been convicted of a felony during the past ten (10) years? Yes No (Check one)

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Exceptions: NA

General Vendor Information and Proposal Signature:

Firm Name: Pace Analytical Services, Inc.
 Street Address: * East Tower Circle, Ormond Beach, FL 32174
 Mailing Address (if different): _____
 Telephone No.: 813-731-1595 Fax No.: _____ E-mail: _____
 FEIN No. 41-1821617 Prompt Payment Terms: Net % 30 days, net _____
 Signature: Paul R. Jackson Date: 7/10/12
 Print Name: Paul R. Jackson Title: Account Executive, Government

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Vendor awarded as:

- Sole vendor Pre-qualified pool vendor based on price
 Pre-qualified pool vendor (spot bid) Primary vendor for items: _____
 Secondary vendor for items: _____ Other status: _____

Signature of authorized County official: [Signature] Date: 11/13/2012

Printed name: Barnett Schwartzman Title: Procurement Manager

Purchase Order Number assigned to this contract for billing purposes: _____

BCC approved 10/23/2012 #144