



REQUEST FOR PROPOSAL

FOR

ANALYTICAL LABORATORY SERVICES

RFP NO. 20-202/DL

MARCH 2020

*SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7501 NORTH JOG ROAD
WEST PALM BEACH, FLORIDA 33412
(561) 640-4000*

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PART I
GENERAL INFORMATION

1. PURPOSE:

- A. The purpose of this Request for Proposal (RFP) is to solicit formal written Proposals from experienced and qualified individuals, corporations, partnerships and other legal entities certified by the Florida Department of Health (PROPOSER); to perform ANALYTICAL LABORATORY SERVICES for the Solid Waste Authority of Palm Beach County (AUTHORITY) that comply with regulations of the Florida Department of Environmental Protection (FDEP) and the United States Environmental Protection Agency (EPA).
- B. It is the AUTHORITY's intention to rank and award up to three (3) Laboratories from each of the two (2) Scope Categories (Scope A – Regulatory Compliance and Investigative Analysis and **Scope B – Regulatory Compliance and Support, reserved for Certified Small Business Enterprises (SBE) only**, as further detailed in this RFP). The top two (2) Laboratories from each Scope Category will be considered primary and secondary; and third highest will be considered as the tertiary Laboratory based on overall scores. The tertiary Laboratory will be on standby in case the primary or secondary Laboratories fail to perform.
- C. The AUTHORITY does not guarantee any minimum amount of work. Projects will be assigned on an as-needed basis at the sole and unfettered discretion of the AUTHORITY.

2. PRE-PROPOSAL CONFERENCE:

- A. A Non-Mandatory Pre-Proposal Conference will be held on April 7, 2020 at 10:00am at 7501 North Jog Road, West Palm Beach, Florida 33412, open to all interested parties, at which time the AUTHORITY staff shall be present to answer questions and explain the intent of the RFP documents.
- B. Any conclusions reached at this conference which amends the RFP documents, will be issued in the form of an Addendum.

3. BACKGROUND:

- A. The AUTHORITY is a Dependent Special District created by the Florida State Legislature pursuant to Chapter 2001-331, law of Florida, known as the Palm Beach County Solid Waste Act. The AUTHORITY is governed by the seven (7) elected County Commissioners of Palm Beach County, Florida. The governing board members are elected for terms as determined by the Solid Waste Act.
- B. The AUTHORITY is the governmental agency responsible for providing an economical and environmentally conscious integrated Solid Waste Management System for Palm Beach County, Florida. With approximately 400 employees, the AUTHORITY provides solid waste disposal and recycling services and programs to the County's 1.5 million residents and businesses.
- C. The AUTHORITY has built an award-winning integrated system of facilities that combines recycling, renewable energy and landfilling to effectively manage the county's waste. The AUTHORITY's system includes two waste-to-energy facilities, landfills, a materials recycling facility, a biosolids processing facility, seven household hazardous waste collection facilities and a network of six (6) transfer stations.

4. **SELECTION PROCESS:**

- A. The selection process will consist of three (3) phases and be conducted by the Selection Committee in accordance with, but not limited to the methods and criteria described in *Part IV – Proposal Evaluation and Award*.
- B. The first phase (PHASE I) has two (2) parts. The Selection Committee will review and conduct an initial rating of the Proposals using the methods and criteria described herein. Part 1 will evaluate the Proposals on a Pass/Fail basis. All PROPOSERS who are deemed as “Pass” in Part 1, will be advanced to Part 2 – for Selection Criteria and Points evaluation. The Selection Committee will evaluate and score based on the following criteria: 1) Experience and Qualifications, 2) Proficiency Testing, 3) Demonstration of Service Performance, and 4) Local Preference. The Selection Committee will short list up to six (6) PROPOSERS; three (3) from SCOPE A and three (3) from SCOPE B (SBE only) to be considered for the second phase (PHASE II).
- C. In the second phase (PHASE II), those short listed PROPOSERS will be required to complete a Performance Evaluation Study (PE) and undergo a Laboratory Audit (AUDIT) by an Independent Consultant selected by the AUTHORITY. PE Samples, provided by the AUTHORITY shall be analyzed by the PROPOSER and results shall be submitted to the PE Sample Lab within twenty-one (21) calendar days from receipt of the PE sample. The results of the PE Sample shall also be submitted both in hardcopy and in ADaPT electronic format within twenty-one (21) calendar days to the AUTHORITY (see EXHIBIT “B” – Florida ADaPT Deliverable Specifications).
- D. In the third and final phase (PHASE III), the PROPOSERS will be evaluated, scored and selected based on the PE study results, AUDIT findings (ADaPT reporting and Laboratory Audit), and Price Proposal (PROPOSAL FORM 2) to award to all six (6) PROPOSERS (3 – SCOPE A and 3 – SCOPE B (SBE only)) in the order of PRIMARY, SECONDARY AND TERTIARY based on the highest ranked in each SCOPE category, as described herein.

5. **PROCUREMENT SCHEDULE:**

A summary schedule of the major activities associated with the AUTHORITY’S procurement process for this Project is presented in *Table 1 – Procurement Schedule*. The AUTHORITY, at its sole and unfettered discretion, may modify the schedule as it deems appropriate. The AUTHORITY will notify of any changes in association with submittal dates by written Addenda in accordance with *Part I, Section 8 – Addenda*.

Table A - Procurement Schedule

NO.	ACTIVITY	DATE
1	Issue RFP	March 23, 2020
2	Pre-Proposal Conference	April 7, 2020
3	Last Date for Authority to Receive Questions on RFP	April 10, 2020
4	Last Date for Authority to Issue Addendum in Response to Questions	April 15, 2020
5	Proposal & Sealed Cost Proposal Submission Due Date	April 22, 2020
6	First Selection Committee Meeting (Short List), <i>tentative date</i>	May 6, 2020
7	Performance Evaluation Study (PE) samples to Pre-Qualified PROPOSER(S)	May 20, 2020
8	Last Date for Authority to Receive Questions on PE	May 27, 2020
9	Due Date of PE Sample Results and ADaPT Format	June 10, 2020

No.	ACTIVITY	DATE
10	Perform Laboratory Audits on Pre-Qualified PROPOSER(S)	May 7 – June 25, 2020
11	Second Selection Committee Meeting PE Samples, Audit Findings, and Cost Proposal, <i>tentative date</i>	July 14, 2020
12	Recommendation for Award	July 15, 2020

6. **PROPOSAL SUBMISSION and WITHDRAWAL:**

- A. The AUTHORITY must receive one (1) original, so designated, one (1) USB and six (6) copies (total of eight (8)) in a sealed box, with Proposal Form 2A in a sealed envelope with the box, **no later than 2:00 P.M., Eastern Time, April 22, 2020**, at the following address:

Diane LeRay, CPPO, CPPB, Procurement Manager, Purchasing Services
Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, FL 33412

- B. The AUTHORITY cautions those submitting Proposals to assure actual delivery of mailed or hand-delivered Proposals directly to the AUTHORITY'S Purchasing Services office at 7501 North Jog Road in West Palm Beach, Florida, prior to the deadline set for receiving Proposals. If the Proposal is hand delivered, deposit it with the Purchasing Specialist in the Administration Building. Telephone confirmation of timely receipt of the Proposals may be made by calling (561) 640-4000 ext. 4527 before the deadline. All Proposals received after the established deadline will be rejected and returned unopened.
- C. PROPOSER may withdraw their Proposal by notifying the AUTHORITY'S Purchasing Services office in writing at any time prior to the time set for the Proposals receipt deadline. PROPOSERS may withdraw their Proposals in person or through an authorized representative. Proposals, once opened, become the property of the AUTHORITY and will not be returned to the PROPOSERS.

7. **COMMUNICATION PROTOCOL:**

All questions and communications concerning this procurement process must be directed to Diane LeRay, CPPO, CPPB, Procurement Manager. All requests for clarifications or additional information **must be submitted in writing via electronic mail to dlaray@swa.org**. All questions shall be submitted no later than April 10, 2020. The AUTHORITY will record its responses to questions, if any and address them in the form of a written Addendum.

8. **ADDENDA:**

- A. Should revisions to the RFP become necessary, the AUTHORITY will issue written Addenda. All Addenda must be acknowledged. This Acknowledgement must be included in Proposal Form 1 – Transmittal Letter. PROPOSER'S submittal may be rejected as non-responsive if PROPOSER has failed to submit Proposal without Addenda Acknowledgement.
- B. All PROPOSERS should contact the AUTHORITY no more than five (5) calendar days before the due date for submitting Proposals to ascertain whether any Addenda have been issued. Failure of the PROPOSER to make this inquiry could result in its Proposal being non-responsive in the event addenda were issued and not acknowledged by the PROPOSER in their submittal.
- C. No Addenda will be issued later than five (5) calendar days prior to the due date for receipt of Proposals except an Addendum withdrawing the RFP or one that includes postponement of the date for receipt of Proposals.

9. **RIGHTS of the AUTHORITY:**

This RFP constitutes an invitation for submission of Proposals to the AUTHORITY. This RFP does not obligate the AUTHORITY to procure or contract for any of the scopes of services set forth in this RFP. The AUTHORITY reserves and holds at its sole and unfettered discretion, various rights and options under Florida law, including without limitation, the following:

- To prepare and issue addenda to the RFP that may expand, restrict, or cancel any portion or all work described in the RFP without obligation to commence a new procurement process or issue a modified or amended RFP;
- To receive questions from potential PROPOSERS and to provide such answers in writing as it deems appropriate;
- To waive any informalities, technicalities or irregularities in the Proposals submitted;
- To reject any and all Proposal submissions;
- To change the date for receipt of Proposals or any deadlines and dates specified in the RFP;
- To change the procurement and/or selection process prior to receipt of Proposals;
- To conduct investigations with respect to the information provided by each PROPOSER and to request additional information (either in writing or in presentations and interviews) to support such PROPOSER'S responses and submittals;
- To visit facilities referenced in the PROPOSER'S submittal at any time or times during the procurement process;
- To seek clarification of Proposals from the PROPOSERS either in writing or in presentations and interviews, and;
- To cancel the RFP with or without the substitution of another RFP.

10. **PROPOSAL PREPARATION COSTS:**

The AUTHORITY accepts no liability for costs and expenses incurred by the PROPOSER in preparation and submission of Proposals and responses to clarifications from the AUTHORITY, PE Study and associated analyses, potential site visits and interviews, negotiations, future RFP or any other work performed in connection with the Proposal. Each PROPOSER that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from the AUTHORITY for the costs and expenses associated with the process. PROPOSER should prepare their submittal providing a straightforward and concise description of the PROPOSER'S ability to meet the requirements of the RFP. Unnecessarily elaborate brochures, art work, expensive paper, bindings, visual and other presentation materials, beyond that sufficient to present a complete and effective response to this RFP is not desired.

11. **INTERPRETATIONS:**

- A. The AUTHORITY will not be bound by or responsible for any explanation or interpretation of the RFP documents other than those given in written addenda. In no event shall PROPOSERS rely on any oral statement by the AUTHORITY, its staff, agents, advisors, or consultants.
- B. Any PROPOSER that submits in its Proposal to the AUTHORITY any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, may be disqualified from consideration.

12. **NON – COLLUSION AFFIDAVIT:**

The PROPOSER is required to submit Proposal Form 3 – Non-Collusion Affidavit stipulating Agreement to the following: "PROPOSER certifies that its Proposal is made without previous understanding, Agreement, or connection with any person, firm, or corporation making a Proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

13. **PUBLIC ENTITY CRIMES:**

Pursuant to Section 287.133(2)(a), as amended: 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, provider 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 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

14. **PUBLIC RECORDS ACT/INFORMATION DISCLOSURE to THIRD PARTIES:**

- A. Sealed bids, proposals, SOQs, or replies received by the AUTHORITY pursuant to a competitive solicitation are exempt from s. 119.07(1) and s.24(a), Article I of the State Constitution until such time as the AUTHORITY provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, SOQs, or final replies, whichever is earlier. As such, the AUTHORITY shall not in any way be liable or responsible for the disclosure or result of disclosure of any submissions or portions thereof submitted in response to the RFP.
- B. The law provides for certain exemptions from disclosure. If the PROPOSER believes that some information contained in their Proposal is exempt from disclosure, the PROPOSER is instructed to label such information as exempt from disclosure and/or confidential and exempt from disclosure, specifying the exact section of the public records, or other Florida or Federal law that justifies nondisclosure, and request in writing the AUTHORITY keep such information confidential and free from disclosure. The AUTHORITY reserves the right to make any final determination of the applicability of the public records or other Florida or Federal law. Prior to releasing any information, the AUTHORITY will inform the PROPOSER and allow the PROPOSER to seek injunction prohibiting the AUTHORITY from releasing the information. Each PROPOSER agrees that the AUTHORITY may reveal any confidential and exempt materials to designated AUTHORITY staff involved in the evaluation process, and to any outside consultant or third parties who serve on the Selection Committee or who are hired by the AUTHORITY to assist in the evaluation process.
- C. Furthermore, each PROPOSER agrees to indemnify and hold harmless the AUTHORITY and each of their officers, employees, and agents from all costs, damages, expenses incurred in connection with refusing to disclose any material, which the PROPOSER has designated as confidential and exempt.
- D. Oral presentations, meetings where PROPOSER is answering questions, negotiations, and AUTHORITY meetings to discuss negotiation strategy are exempt from public access.

15. **POSTING OF RECOMMENDATION for AWARD:**

- A. The Award will be posted on the date of the second Selection Committee meeting for a period of five (5) calendar days. Failure to file a protest to the Director of Purchasing Services within this five (5) day period, as more fully detailed in the AUTHORITY'S Purchasing Manual, Section 10, shall constitute a waiver of protest proceedings.
- B. It is the PROPOSER'S sole responsibility to ascertain the time and date of posting of the Recommendation for Award. This may be accomplished by telephone, fax, e-mail, or other means deemed timely by the PROPOSER.
- C. The Selection Committee will make the award of this Contract subject to the outcome of protest proceedings, if any.
- D. Nothing contained in this Section shall limit or divest the SWA Board of its authority pursuant to its internal policies, AUTHORITY Purchasing Manual, the Special Act or general law.

16. **INSURANCE:**

The awarded PROPOSER(S) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached Sample Agreement, Attachment A. In the event the PROPOSER(S) is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the PROPOSER(S) insurance coverage, policies or capabilities may be grounds for rejection of the proposal(s) and rescission of any ensuing agreement(s).

17. **CONE OF SILENCE:**

17.1 Cone of silence means a prohibition on any communication, written or oral, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

- (a) Any person, recognized legal entity, or either of their respective representative(s) seeking an award from such competitive solicitation; and
- (b) any person who is a member of a selection or evaluation committee or panel whose purpose is to make selections, recommendations or evaluations in connection with a competitive selection process; and
- (c) any employee of the department from which the contract solicitation originated and for whose primary purpose it will serve, any employee that is a Chief of the Solid Waste Authority of Palm Beach County regardless of the originating department; and
- (d) Notwithstanding the above, any person, legal entity, or their respective representative(s), may contact any member(s) of the Authority's Governing Board, the Executive Director, Purchasing Director or Procurement Manager, however, any such communication shall only be by written correspondence, and in all cases the Purchasing Director shall be copied. Any oral communications to any of these person(s) listed in this subsection regarding a particular competitive solicitation is strictly prohibited.

17.2 For the purposes of this section, a person or legal entity's representative shall include any person or group of persons acting on behalf of that person or legal entity, including but not limited to an employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person or legal entity.

17.3 The Cone of Silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation.

- 17.4 The Cone of Silence shall remain in effect for all person(s), legal entity, or their respective representative(s) submitting a response to a competitive solicitation until such time as the provisions of subsection 17.7 are satisfied, even if the person withdraws his/her submittal from the competitive process, or is otherwise eliminated from consideration consistent with the procedures of the competitive process.
- 17.5 The provisions of this policy shall not apply to oral communications at any proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any meeting, presentations made to the board, and protest hearings. Further, the Cone of Silence shall not apply to contract negotiations between any employee and the intended awardees, or any dispute resolution process following the filing of a protest between the person filing the protest and any employee.
- 17.6 The Cone of Silence shall not apply to any purchase made in an amount less than the competitive bid threshold set forth in the Authority Purchasing Manual.
- 17.7 The Cone of Silence shall terminate at the time the Board, or Authority staff, if authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.
- 17.8 The Board, by means of action taken at any properly noticed Governing Board meeting, may invoke the Cone of Silence earlier than the times specified in this section, for any procurement.
- 17.9 Any and all questions regarding the individuals who may or may not be covered under the Cone of Silence should be directed to the Purchasing Director or designee.

18. **AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:**

All PROPOSERS submitting a response to this RFP agree that such response also constitutes a response to all State Agencies, Political Subdivisions, and municipalities of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this RFP, should the successful PROPOSER deem it in the best interest of their business to do so. The Agreement(s) resulting from this RFP in no way restricts or interferes with any State Agency, Political Subdivision, or municipality of the State of Florida from re-solicitation for any or all items specified in this RFP.

19. **SCRUTINIZED COMPANIES:**

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or is engaged in business operations in Cuba or Syria.

If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification may be requested at the time of Contract renewal.

- B. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification

may be requested at the time of Contract renewal.

20. **INSPECTOR GENERAL:**

Palm Beach County has established the Office of the Inspector General (OIG), Ordinance No. 2009-049 which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. The AUTHORITY has entered into an Interlocal Agreement (ILA) for Inspector General Services. This Agreement provides for the Inspector General to provide services to the AUTHORITY in accordance with the authority, functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with the AUTHORITY and receiving AUTHORITY funds shall fully cooperate with the Inspector General including providing access to records relating to this Agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

21. **COMMERCIAL NONDISCRIMINATION POLICY:**

A. Statement of Policy:

It is the policy of the AUTHORITY not to enter into a contract or to be engaged in a business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of vendors, suppliers, subcontractors or commercial customers on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the relevant marketplace for Palm Beach County.

B. Policy Implementation:

The EBO Office shall implement this policy by periodically conducting outreach and by distributing educational materials to the AUTHORITY's contracting and vendor community and related trade associations to advise such contractors, vendors and prospective respondents of this policy and the procedures to be followed in submitting complaints alleging violations of this policy. In addition, the Executive Director, the Office of the Chief Financial Officer, the Director of Purchasing, and the Office of the General Counsel shall ensure that the following commercial nondiscrimination clause language is set forth in, and incorporated into, all the AUTHORITY contracts that result from formal solicitations.

Every contract and subcontract shall contain a nondiscrimination clause that reads as follows:

"As a condition of entering into this agreement, the company represents and warrants that it will comply with the AUTHORITY's Commercial Nondiscrimination Policy as described under Section 6.3 of the AUTHORITY's Purchasing Manual. As part of such compliance, the company shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identify or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the AUTHORITY's relevant marketplace in Palm Beach County.

The company understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification or debarment of the company from participating in AUTHORITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party."

All Formal Solicitations issued for AUTHORITY contracts shall include the following certification to be completed by the PROPOSER:

"The undersigned PROPOSER hereby certifies and agrees that the following information is correct:

In preparing its response on this project, the PROPOSER has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the Commercial Nondiscrimination Policy as described under tis Purchasing Manual – Economic Inclusion Policy and Procedures, Section 6.3

22. THIRD PARTY BENEFICIARY DISCLAIMER:

It is not the intention of these RFP documents to create third party beneficiary status in any person or entity that is not a direct party to the contract awarded as a result of being the successful Proposer, and no language in these RFP documents or the contract awarded pursuant to this RFP should be construed or interpreted as creating a third party beneficiary.

23. EQUAL BUSINESS OPPORTUNITY PROGRAM

- A. The Governing Board of the AUTHORITY has implemented the Economic Inclusion Policy administered by the Equal Business Opportunity (EBO) Program Office to ensure that all segments of its business population, including, but not limited to local, small, minority, and women-owned businesses, have an equitable opportunity to participate in the AUTHORITY'S procurement process. Refer to Section 6.1 through 6.4 of the Purchasing Manual, as hereby incorporated herein. In addition, program tools and solicitation incentives are hereby referred to as the Affirmative Procurement Initiatives (API).
- B. Each solicitation will be evaluated to determine the appropriate API to be applied. The API will be outlined in detail in Part III "Proposal Submission Requirements" located herein. Failure to meet the API requirement will deem the PROPOSER'S response as NON-RESPONSIVE.
- C. CONTRACTOR / VENDOR WAIVER REQUEST:

- 1. Post-Award Vendor Subcontracting Waiver Request – (See Attachment "C", herein)

If, after award of a contract, the Contractor is unable to meet the participation requirements for S/M/WBEs specified at response submittal, the contractor must seek substitute or additional S/M/WBEs to fulfill the requirements; the requested substitution must be approved by the Director of the EBO Office or designee and the Originating Department Director or designee. If, after reasonable Good Faith Efforts, the Contractor/Consultant is unable to find an acceptable substitute or additional S/M/WBE, a post-award waiver may be requested. The request shall document the reasons for the Contractor's/Consultant's inability to meet the goal requirement. In the event the Contractor/Consultant is found not to have performed Good Faith Efforts in its attempt to find a suitable substitute for the initial S/M/WBE proposed utilization, the contract may, in the AUTHORITY's sole and unfettered discretion, be terminated for material breach. If the AUTHORITY terminates the contract, the AUTHORITY may then award the contract to the next lowest Responsible and Responsive PROPOSER or, in the alternative, re-solicit the contract with the terminated vendor being disqualified from participation in the re-solicitation, or any other means at the sole and unfettered discretion of the AUTHORITY. If requesting a post-award vendor

subcontracting waiver, the vendor must request waiver of a specified subcontracting goal by submitting a Post-Award Vendor Subcontracting Waiver Request. Documentation and supporting evidence of all good faith efforts made to comply with the subcontracting goal must be submitted.

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PART II
STATEMENT OF WORK

2.1 INTRODUCTION:

- A. It is the AUTHORITY's intention to award up to three (3) Laboratories (hereby referred to as LABORATORY/LABORATORIES or PROPOSER/PROPOSERS) from each of the two (2) Scope Categories (Scope A – Regulatory Compliance and Investigative Analysis and Scope B – Regulatory Compliance and Support reserved for Certified Small Business Enterprises (SBE) only), as further detailed herein. The top two (2) Laboratories from each Scope Category will be considered primary and secondary; and third highest will be considered as the tertiary Laboratory based on overall scores. The tertiary Laboratory will be on standby in case the primary or secondary Laboratories fail to perform. The AUTHORITY does not guarantee any minimum amount of work. Projects will be assigned on an as-needed basis.
- B. The AUTHORITY requires analytical laboratory services for demonstrating compliance with all Florida Department of Environmental Protection (FDEP) permit specifications and other monitoring requirements for Landfills, Transfer Stations, Waste-to-Energy Facilities, Deep Injection Well System, Recycling Facilities, and Disaster Debris Management Sites (DDMS). The LABORATORIES 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 AUTHORITY with respect to their monitoring program.
- C. There are approximately two-hundred and forty (240) groundwater monitoring wells, surface water and wastewater sample points; all scheduled to be monitored at varying intervals on an annual basis. Additionally, the Scope of Work also requires quality control samples, trip and equipment blanks. Estimates of wells and/or parameters are subject to change. In addition to groundwater monitoring, water quality samples may be taken from various other sites for purposes of determining compliance with industrial wastewater, surface water quality, or stormwater regulations. Samples may also include those from other monitoring wells, surface water sites, leachate collection systems, soils, biosolids, incinerator ash, cuttings from monitor well installation, and any other samples necessitating laboratory analysis for investigative analysis.
- D. AUTHORITY staff will conduct related activities, such as sample collection, measurements of groundwater levels, rainfall measurements and reporting, as specified in the Ground Water Monitoring Plan and other permits. Sampling services may be required on an as-needed basis from SCOPE A only, as described below.

2.2 WORK OBJECTIVE:

Perform comprehensive analytical laboratory services of water quality, soils, ash, and leachate for AUTHORITY landfills, transfer stations, waste-to-energy facilities, debris management sites, and other recycling facilities as specified by regulatory timeframes in various Federal, State, and local permits as further detailed in the RFP. In addition, the objective includes, meeting specified Holding Times producing highly accurate data, and submitting data timely in the appropriate ADaPT format.

2.3 SCOPE OF WORK:

- A. Duties of the selected LABORATORY for Analytical Laboratory Services include testing, quality assurance/control and data reporting in Florida ADaPT Electronic Data Deliverable (EDD) format relating to the following SCOPE Categories:

1) **SCOPE A: REGULATORY COMPLIANCE AND INVESTIGATIVE ANALYSIS (OPEN TO ALL PROPOSERS):**

Required Methodology:

Metals, Nutrients, Demands, Organic Extractables, General Parameters I & II, Microbiology, Pesticides/Herbicides/PCBs, Purgeable Organics, EPA 40 CFR Part 258 Appendix I & II, and Basic Environmental Laboratory (Note: see Analyte Method Tables provided In PROPOSAL FORM 2A).

Sampling Matrices Include:

Groundwater, Non-Potable Water, Leachate, Industrial Wastewater, Surface Water, Stormwater, Drinking Water, and Solids (i.e. Incinerator ash, Biosolids, Contaminated Soils, Borings, Soils, etc.)

2) **SCOPE B: REGULATORY COMPLIANCE AND SUPPORT: (RESERVED FOR SMALL BUSINESS ENTERPRISES (SBE ONLY)**

Required Methodology:

Metals, Nutrients, Demands, Organic Extractables, General Parameters I & II, Microbiology, Purgeable Organics, EPA 40 CFR Part 258 Appendix I and Basic Environmental Laboratory (Note: see Analyte Method Tables provided in PROPOSAL FORM 2A).

Sampling Matrices Include:

Groundwater, Non-Potable Water, Leachate, Industrial Wastewater, Surface Water, Stormwater and Drinking Water

- B. The work generally encompasses the analysis and reporting of samples listed in the Table of Scheduled Testing. The general analytical requirements are shown in Table A.1 & A.2 below. Note: the general analytical requirements and estimates of wells/parameters shown in Table A.1 & A.2 are for Bidding Purposes Only and are subject to change. This table does not guarantee work.
- C. PROPOSERS must provide copies of their certification from Florida Department of Health Environmental Laboratory Certification Program (FLDOH ELCP). LABORATORY(IES) must currently maintain certification from FLDOH ELCP for the categories listed above in SCOPE A or SCOPE B (SBE only). PROPOSER(S) must also be able to maintain all applicable standards of the National Environmental Laboratory Accreditation Program (NELAP).
- D. To ensure sample integrity and analysis is within required Holding Times, only LABORATORY(IES) within a 200-mile radius of the AUTHORITY's Administration Building will be considered. Seventy-five percent (75%) of the AUTHORITY's analysis must be completed within the 200-mile radius of the AUTHORITY and ninety-five percent (95%) within the State of Florida. PROPOSERS must demonstrate ability to perform up to 20,000 determinations for SCOPE A and up to 6,000 determinations for SCOPE B (SBE only) in-house per quarter from 881 sample points for SCOPE A and 402 sample points for SCOPE B (SBE only) including, but not limited to groundwater, surface water, stormwater, landfill leachate, industrial wastewater, municipal solid waste (MSW) incinerator ash, soil (SCOPE A, only), and de-watered sludge samples (SCOPE A, only).
- E. To ensure the AUTHORITY'S permit requirements are met, the PROPOSERS will be required to provide a final report in both hard copy and Florida Department of Environmental Protection's (FDEP's) electronic Automated Data Processing Tool (ADaPT) format within twenty-one (21) calendar days from receipt of the sample. The AUTHORITY will only consider PROPOSERS who provide proficiency studies having passing results of at least ninety percent (90%) of the combined total of the two (2) years of Water Pollution (WP) and Water Supply (WS) studies (SCOPE A and SCOPE B (SBE only)), and Soil Studies (SCOPE A, only).

SCHEDULE OF ANALYTICAL TESTING PER YEAR

TABLE A.1

SCOPE A: Regulatory Compliance and Investigative Analysis	Sampling Matrices	Sampling Frequency	# of sample points	Blanks/dups	total # of sample points/ year
Central County Transfer Station Wells ⁵	Groundwater	Quarterly	8	2	40
Central County Transfer Station Surface Water ⁵	Surface Water	Quarterly	1	1	8
Dyer Landfill Wells ³	Groundwater	Quarterly	32	3	140
Dyer Landfill Surface Sites	Surface Water	2/year	4	1	10
Lantana Hills Golf Course Surface Discharge ¹	Surface Water	Quarterly	1	2	12
PBREP LANDFILL (SITE-7) Monitoring Wells	Groundwater	2/year	39	2	82
PBREP LANDFILL (SITE-7) Monitoring Well EI	Groundwater	2/year	1	0	2
PBREP LANDFILL (SITE-7) Surface Water	Surface Water	Quarterly	1	2	12
PBREP SITE 7 Class I Deep Injection Well	Industrial Wastewater	1/year	2	2	4
PBREP SITE 7 Class I Deep Injection Well Additional	Industrial Wastewater	1/year	2	1	3
PBREP SITE - 7 Underground injection control wells – Wells (MW-1 & MW-2) ¹	Groundwater	Monthly	2	1	48
PBREP SITE - 7 Underground injection control wells – Wet Well	Industrial Wastewater	Monthly	2	2	64
PBREP SITE - 7 Underground injection control wells – MW-1 Upper Zone	Groundwater	Monthly	1	0	16
PBREP SITE - 7 Underground injection control wells – MW-1 Upper Zone Additional	Groundwater	Monthly	1	0	16
PBREP (SITE-7) Monitoring wells additional	Groundwater	Quarterly	17	5	88
PBREP (SITE-7) Lab QA/QC		Quarterly	4	0	16
PBREP (SITE-7) ISW's	Groundwater	Quarterly	13	1	56
PBREP (SITE-7) Wells additional special	Groundwater	2/Quarter	11	0	22
PBREP(SITE-7) Investigative Project (Piezometers)	Groundwater	Quarterly	40	3	172
TOTAL			182	28	811

Regulatory Compliance

¹ Field blanks optional

³ 1st qtr. includes VOCs, pest, herbicides

⁵ 2nd quarter includes VOC's

Estimated Cost **\$188,800**

Estimated % of work **79%**

TABLE A.2

SCOPE B: Regulatory Compliance and Support (SBE only)	Sampling Matrices	Sampling Frequency	# of sample points	Blanks/dups	total # of sample points/ year
Dyer Landfill Surface Water Discharge	Surface Water	Monthly	1	2	48
PBREP (SITE-7) Surface Discharge for SFWMD ⁴	Surface Water	Qtr.	1	1	8
PBREP LANDFILL (SITE-7) NPDES ²	Stormwater	Qtr./5 yrs. ²	1	1	8
PBREP(SITE-7) Utilities boiler feed water	Non-potable Water	Qtr.	2	1	12
PBREP (SITE-7) Compost wells	Groundwater	Qtr.	17	1	72
PBREP (SITE-7) Compost ISW's	Groundwater	Qtr.	13	1	56
PBREP(SITE-7) Rookery surface water	Surface Water	Qtr.	4	1	20
PBREP (SITE-7) Surface water (WCA)	Surface Water	2/year	1	2	6
PBREP (SITE-7) Biosolids (TSS)	Industrial Wastewater	Weekly	2	0	104
PBREP (SITE-7) Injection pad monitoring wells	Groundwater	Qtr.	5	1	24
PBREP (SITE-7) Lab QA/QC	Non-potable Water	Qtr.	4	0	16
LANTANA ISW's ¹	Groundwater	Qtr.	6	1	28
TOTAL			57	12	402

Regulatory Compliance

Estimated Cost **\$51,000**

¹ Field blanks optional

Estimated % of Work 21%

² Sampling once a quarter every 5 years

⁴ 1st and 3rd quarters include VOCs

2.4 WORK PRODUCTS REQUIRED

A. ANALYTICAL LABORATORY REPORT:

The AUTHORITY requires all analytical laboratory reports to be submitted via email in hard copy (.pdf document) and electronic format. All hard copy reports must be accompanied with its respective Chain-of-Custody, field sheets, invoice, and quality assurance data. All electronic data shall be submitted in ADaPT format.

1. The AUTHORITY will provide the contracted LABORATORY a sample request letter prior to the beginning of each quarterly sampling period which will delineate the Project ID, analyses required, the sampling matrix, permit numbers and Sample ID's. The corresponding report for each sampling event shall include only the parameters requested for that event. Analytical testing varies and is dependent upon individual permits or required lists.
2. In the rare event an analyte has to be subcontracted to another laboratory (i.e. infrequent parameters such as, radionucleotide, bacteria holding time, or equipment failure), the AUTHORITY must be informed of and approve the subcontracted laboratory. All subcontracted analysis shall be incorporated into the report and the subcontracted laboratory must be identified (i.e. FDOH ID). Do not include subcontracted analysis as an attachment or separate report.

3. At a minimum, the hard copy report will conform to the AUTHORITY's preferred format (EXHIBIT "A" Note – Analytical Results Hard Copy Format). All results must be a numeric value (no results can be reported as U, BDL, or ND text).
4. The analytical method and the MDL to be used in the analysis of the individual parameters must be approved by the AUTHORITY. The LABORATORY shall not change or alter the analytical methods or the MDL's without approval from the AUTHORITY. Unless authorized by the AUTHORITY, MDL's must be below the appropriate regulatory standard. Ground Water samples should be below the standards set forth in Chapter 62-550 F.A.C. or Chapter 62-777, when applicable. Surface Water samples should be below the standards set for in Chapter 62-302 F.A.C.
5. Trip Blanks for VOC's must be provided and reported per cooler (FDEP Field SOP FQ 1213). Anytime a work order has VOC's requested, the cost of the VOC Trip Blank will be the responsibility of the LABORATORY.
6. When requested by the AUTHORITY, Trip Blanks for Metals shall be provided and reported at a frequency determined by the AUTHORITY. The cost for the Metals Trip Blank shall be the responsibility of the AUTHORITY.
7. All Reports shall be electronically formatted for ADaPT. Florida ADaPT Solid Waste Data Deliverables Specifications are provided in EXHIBIT "B"– Florida ADaPT Solid Waste Data Deliverable Specifications. The AUTHORITY may require the LABORATORY to combine the work orders for selected projects. FDEP WACS test site ID's are currently assigned to all AUTHORITY permitted sample locations. Locations that are not assigned a FDEP WACS Test Site ID are assigned an AUTHORITY Test Site ID. The AUTHORITY will provide a Test Site ID for all new sample locations. The AUTHORITY maintains an internal database called SWAMP (Solid Waste Authority Monitoring Program). SWAMP is ADaPT compatible and requires uploads using a specific file name sequence.

Field EDD (FDD): WACS Site ID_year & month_swfdd (work order/log #).txt
 Lab EDD (LDD): WACS Site ID_year & month_swldd (work order/log #).txt

Examples are as follows:

65681_201207_swfdd (12345678).txt

65681_201207_swldd (123456789).txt

8. LABORATORY shall ensure that all samples are analyzed within the appropriate Holding Times for each parameter. LABORATORY shall notify the AUTHORITY immediately, prior to analyzing out of hold samples.

B. QUALITY ASSURANCE:

1. A Copy of current Accreditation is required for the LABORATORY by the FDOH/NELAP.
2. The LABORATORY shall provide the AUTHORITY with VOC and Metals Trip Blanks as necessary. No more than one (1) VOC/Metals Trip blank/method per cooler is required.
3. Level II "Plus" Quality assurance data must be included with all hard copy analytical Laboratory reports. The Level II "Plus" data shall include:
 - a. Surrogate Recovery Summary (provide sample surrogate recoveries percentages in available laboratory format, i.e. Excel, CLP, Form 2 surrogate recovery, etc.)
 - b. Blank Summary
 - c. Laboratory Control Spike(s)
 - d. Duplicate Summary or matrix spike duplicate summary or LCS duplication.
 - e. Matrix Spike Summary

f. Calibration Data Summary (when requested)

4. Original LABORATORY Reports shall be signed by LABORATORY personnel.
5. Qualifier code summary explanations used in the hard copy, signed Chain-of-Custody and associated documentation or forms, and field sheets must be returned with final report.
6. The LABORATORY shall review all reports for accuracy and abnormal test results prior to transmitting the reports to the AUTHORITY.
7. The LABORATORY shall provide a copy to the AUTHORITY of any and all Quality Assurance/Quality Control correspondences for any directly related services between the LABORATORY and FDEP and/or FDOH related to the services performed under agreement executed with LABORATORY.
8. Any Blanks with a TDS value greater than 30.0 mg/l with conductivity less than 10 umhos/cm shall be re-analyzed prior to hold expiration, at the cost of the LABORATORY.
9. Any TDS value greater than the conductivity shall be re-analyzed for TDS and conductivity, prior to hold expiration, at the cost of LABORATORY.
10. The LABORATORY shall confirm positive hits of Equipment Blanks, Field Blanks or Trip Blanks when the associate sample concentration for the target analyte is present at <10X, the concentration of the above mention blanks, at the cost of the LABORATORY.
11. The LABORATORY shall ensure that the appropriate method is utilized in accordance with the permit, sample matrix, and/or specific rule requirement.
12. Proficiency testing (PT) to include WP and WS studies and Soil studies as applicable, shall be provided to the AUTHORITY. When a PT study is performed, the LABORATORY shall direct the proficiency provider to send one (1) copy of the PT study to the AUTHORITY. Provide electronic reports.

C. SAMPLE CONTAINERS:

1. The LABORATORY shall purchase and provide to the AUTHORITY new coolers in sufficient quantities for contract services. These coolers shall be dedicated and labeled "SWA PBC" and used for shipping to and from the AUTHORITY. These coolers shall be kept in good repair and be used for no other purpose other than transport of AUTHORITY samples.
2. The LABORATORY shall provide the AUTHORITY labeled sample containers composed of virgin material and shall contain the proper amount and type of preservative for the parameters to be analyzed. In order to assure that samples collected by AUTHORITY are correctly preserved, the LABORATORY shall provide the AUTHORITY with extra preservatives to be used if necessary. At the time the LABORATORY provides the AUTHORITY preservative stock in preserved containers, the LABORATORY must also provide to the AUTHORITY extra preservative stock of the same lot.
3. The LABORATORY shall provide the AUTHORITY with sufficient labeled sample containers and coolers for the AUTHORITY to conduct non-scheduled sampling. The AUTHORITY will provide the LABORATORY a list of the number and types of sample containers and coolers required.

D. PACKING:

LABORATORY shall prepare and mark all containers. Only waterproof labels and indelible ink shall be used on the bottles. Samples will be shipped to the LABORATORY in wet ice. The requirements for deliveries as listed below may be adjusted in the Sampling Request Letter.

1. A packing list must be included with all coolers, indicating the bottles quantity, type, lot number, amount and concentration of preservative added to sample containers and/or shipped as additional preservative, lot ID's, preservation lot IDs which were included, etc., as per FDEP SOP FD 1000.
2. The coolers are required to be delivered to the AUTHORITY during normal working hours, Monday through Friday only.
3. The coolers are to be packed by Project ID, as designated by the Sampling Request Letter. Each cooler shall be lined with a plastic bag. The sample containers are to be packed in separate plastic bags big enough to contain one sample point per bag. Each sample point shall be packed in the coolers with the containers upright in the bags, leaving enough room in the cooler for ice. Over packing of the coolers shall not be permitted. Any changes shall be approved by the AUTHORITY representative. No more than one (1) Equipment Blank and one (1) Field Blank per cooler, if required. All coolers shall have labels on the outside indicating which samples are within the cooler.
4. All coolers containing an Equipment Blank or Field Blank should include a blank Chain-of-Custody sheet, packing list, Distilled/De-ionized Water in amounts necessary for blanks, and new glass liter bottle(s) for VOC/Extractables. Note: If sample containers include glass construction, glass containers will be required for analyte-free water.
5. The site name as designated by the Sampling Request Letter shall be on all packing lists. All bottles (including VOC bottles) shall be labeled with the site name, client name (SWA), type of preservative, and the sample type (i.e. metals, VOC's, nitrates, generals, etc.). The label shall include space for sample ID, sampler initials, sample date and time, which will be completed by AUTHORITY staff.
6. Samples received by the LABORATORY will have the Chain-of-Custody indicating the parameters to be analyzed; the appropriate portion of the Sampling Request Letter will be attached to the Chain-of-Custody. Special sampling events will only have a Chain-of-Custody sent to the LABORATORY. One final report will be required for each Chain-of-Custody sent.
7. All coolers with bottles containing acid shall be packed upright in clear plastic bags with a strip of pH paper and packing material around each bottle to ensure they remain upright, closed tight and leak proof. All glass containers shall be wrapped in "bubble wrap" packing.

E. SHIPPING OF SAMPLING KITS:

LABORATORY shall be responsible for shipping cost of all sampling kits to and from the AUTHORITY's main office, located at 6153 North Jog Road, West Palm Beach, Florida, during normal working hours. Pickup will normally occur between 2:00pm and 4:00pm. All sampling kits shall be scheduled for pickup on the same day the samples are collected. Emergency arrangements must be made with the AUTHORITY's Environmental Programs prior to 4:00pm for pickup and deliverables after normal hours.

F. CHAIN-OF-CUSTODY REPORTS:

The LABORATORY shall provide the AUTHORITY with hard copy (carbon copy) Chain-of-Custody forms that have a unique tracking number for each form. All Chain-of-Custody forms will be initiated and signed by LABORATORY and shall be provided for all Equipment Blank/Field Blank coolers.

G. LABORATORY WRITTEN EXPLANATION:

LABORATORY is responsible for providing the AUTHORITY with written explanations for any and all Quality Assurance irregularities regarding FDEP and AUTHORITY specifications in the form of a case narrative or project narrative.

H. LABORATORY DATA RETENTION:

Data from all sample events for all parameters, along with all quality control data generated relative to any test (i.e. blanks, duplicates, spikes, and standards), must be retained at the contracted LABORATORY for a minimum of five (5) years after the date of generation or completion of the records unless otherwise specified by the AUTHORITY.

I. SAMPLE STORAGE:

All samples received by the LABORATORY from the AUTHORITY shall be retained after the submittal date of the final report to the AUTHORITY to assure that reanalysis is possible, if requested by the AUTHORITY. Samples shall be retained for the following time frames: a minimum of ninety (90) calendar days for metals samples and forty-five (45) calendar days for all other samples after the report submittal.

J. LABORATORY QUALITY SYSTEMS MANUAL:

Short-listed PROPOSER shall submit a copy of their approved Quality Manual (may be electronic, or paper) at the beginning of PHASE 2 of this selection process.

K. LIST OF PARAMETERS:

PROPOSER shall submit their respective detection limits for analytical methods as specified in the List of Parameters in Proposal Form 2A for SCOPES A and B (SBE only). 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 USB.

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PART III
PROPOSAL SUBMISSION REQUIREMENTS

3.1 Proposal Submission Requirements and Format

- A. The AUTHORITY must receive all Proposals no later than **2:00 P.M., Eastern Time on April 22, 2020**. In accordance with *Part I, Section 6 – Proposal Submission and Withdrawal*, PROPOSERS shall submit one (1) original, so designated; one (1) USB and six (6) photocopied sets. The complete Proposal Package shall be submitted in a sealed box with Proposal Form 2A in a sealed envelope within the box.
- B. The Proposal Package shall be clearly labeled on the outside with the PROPOSER'S name and address, and shall be identified as follows: **RFP No. 20-202/DL – Analytical Laboratory Services**. Failure by the PROPOSER to provide the above information on the outside of the envelope may result in the rejection of the PROPOSER'S submittal.
- C. Original and photocopies should be bound into spiral bound or three-ring binder. Proposal pages shall be numbered. Marketing brochures or any other information not pertaining to this RFP shall not be included in the Proposal.
- D. Proposals shall demonstrate that the PROPOSER is qualified to perform the Scope of Work based upon relevant professional experience.

3.2 Content

The PROPOSER shall provide the appropriate information in accordance with the content requirements set forth in the following subsections. To allow the Selection Committee to more effectively review the Proposals, PROPOSERS shall provide all requested information in the order and in the format below:

3.2.1 Title Page

The Title Page shall include the RFP Title and Number. The page shall indicate clearly the name of the PROPOSER submitting the Proposal and the name, address, phone number, fax number and e-mail address of the PROPOSER'S designated contact person. The PROPOSER'S designated contact person is the individual who shall be the main point of contact for the AUTHORITY to communicate with regarding this procurement.

3.2.2 Table of Contents

3.2.3 General Information

PROPOSER shall provide completed Proposal Forms 1 – 10 as follows:

3.2.3.1 Proposal Form 1 – Transmittal Letter

The PROPOSER shall submit a completed Proposal Form 1 – Transmittal Letter acknowledging, among other things, that the PROPOSER has completely reviewed, understands, and agrees to be bound by the requirements of this RFP. The Proposal Transmittal Letter shall be signed by a representative of the PROPOSER who is empowered to sign it and to commit the PROPOSER to the obligations contained in the Proposal.

3.2.3.2 Proposal Form 2A – Price Proposal

- A. PROPOSER shall submit a completed Proposal Form 2A – Price Proposal in a separate sealed envelope. The quantities used in the Proposal Form 2A – Price Proposal are estimated. No minimum or maximum amount of work is being promised. The AUTHORITY reserves the right to add and/or remove a position/service and increase or decrease the total quantities throughout the term of the Agreement. PROPOSER shall provide a price on every item to be considered in the evaluation of his/her submittal.
- B. The AUTHORITY reserves the right to request: additional pricing, explanations for any out-of-balance pricing, explanations for any pricing it deems too low or too high, and to negotiate a best and final price with the highest ranked PROPOSER(S).

3.2.3.3 Proposal Form 2B – Additional Price List

- A. Pricing of analysis turnaround times in less than the standard twenty-one (21) calendar days required.
- B. The AUTHORITY may require the LABORATORY to provide sample services, on an as needed basis.
- C. The AUTHORITY may require the LABORATORY to provide Level 4 QA/QC Package.

3.2.3.4 Proposal Form 3 – Non-Collusion Affidavit

The PROPOSER shall provide a completed Proposal Form 3 – Non-Collusive Affidavit as described in *Part I, Section 12 – Non-Collusion Affidavit*.

3.2.3.5 Proposal Form 4 – Drug-Free Workplace

The PROPOSER shall provide a completed Proposal Form 4 – Drug-Free Workplace.

3.2.3.6 Proposal Form 5 – Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor/Supplier Participation

The PROPOSER shall provide a completed Proposal Form 5 – Participation of S/M/WBE Firms. SCOPE B (SBE)

3.2.3.7 Proposal Form 6 – Statement of Intent to Perform as a S/M/WBE Subcontractor/Supplier

The PROPOSER shall provide a completed Proposal Form 6 – Statement of Intent to Perform as an S/M/WBE Subcontractor/Supplier, if applicable. SCOPE B (SBE)

3.2.3.8 Proposal Form 7 – Small Business Enterprise Commitment Form

The PROPOSER shall provide a completed Proposal Form 7 – Small Business Enterprise Commitment Form. SCOPE B (SBE)

3.2.3.9 Proposal Form 8 – Certification of Business Location

The PROPOSER shall provide a completed Proposal Form 8 – Certification of Business Location.

3.2.3.10 Proposal Form 9 – PROPOSER'S Qualification Statement

The PROPOSER shall provide a completed Proposal Form 9 – Proposer's Qualification Statement.

3.2.3.11 *Proposal Form 10 – Scrutinized List Certification*

The PROPOSER shall provide a completed Proposal Form 10 – Scrutinized List Certification.

3.2.4 **Minimum Requirements**

The PROPOSER shall substantiate in its submittal that it meets or exceeds the following minimum requirements. Failure to do so may be cause for disqualification of its submittal:

- A. PROPOSER must meet all requirements of Section 2.3 “Scope of Work” and provide the following:
1. Copies of currently maintained certification from FDOH ELCP, and the associated list of specific field of accreditation. PROPOSER and any subcontractor, if approved by the AUTHORITY, shall be fully certified for all the applicable matrix/method/analyte combinations to be performed. PROPOSER shall provide an acceptable Initial Demonstration of Capability (IDOC) or a continuing Demonstration of Capability (DOC), as described in the latest FDOH-approved TNI Standard. PROPOSER(S) must also provide documentation demonstrating that the LABORATORY is able to maintain all applicable standards of the National Environmental Laboratory Accreditation Program (NELAP).
 2. The AUTHORITY will only consider PROPOSER(S) who provide proficiency studies having passing results of at least ninety percent (90%) of the combined total of the two (2) years of Water Pollution (WP) and Water Supply (WS) studies (SCOPE A and B (SBE only)), and Soil Studies (SCOPE A only).
 3. Documentary proof in the form of a map with LABORATORY address and distances shown, that the PROPOSER’s laboratory is located within 200 mile radius of the AUTHORITY’s Administration Building at 7501 North Jog Road, West Palm Beach, FL. 33412.
 4. For LABORATORIES with satellite offices, evidence that the PROPOSER will conduct at least 75% of the analysis within the 200 mile radius of the AUTHORITY and 95% within the State of Florida. A listing of alternative locations shall be provided, along with a list and quantity of analytes that will be sent to those locations.
 5. Confirmation of PROPOSER’s adequate staff and ability to perform 20,000 determinations for SCOPE A and up to 6,000 determinations for SCOPE B (SBE only) in house, per quarter for 811 sample points in SCOPE A and 402 sample points in SCOPE B (SBE only).
 6. Sample documentation demonstrating that the PROPOSER can transmit to the AUTHORITY a final written report, electronic ADaPT report, invoice, and Quality Assurance Data within twenty-one (21) calendar days of receipt of the sample.
 7. PROPOSER shall submit a list of its personnel and computer systems to provide electronic data reporting utilizing the ADaPT format. PROPOSER shall also provide confirmation that it can provide the hard copy format requirements in EXHIBIT “A” and Florida ADaPT Solid Waste Data Deliverables Specifications provided in EXHIBIT “B”.
- B. PROPOSER must be engaged in providing the services as outlined in this RFP;
- C. PROPOSER must have a demonstrated comprehensive understanding in areas listed in this RFP. Understanding and previous experience are essential criteria in the qualifying process;

- D. PROPOSER must provide evidence of current levels of insurance in areas as specified in the Sample Agreement (Attachment "A") herein.
- E. PROPOSER'S personnel and management to be utilized for the services described in this RFP shall be knowledgeable in their areas of expertise. The AUTHORITY reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in the performance of the contract.

3.2.5 Experience and Qualifications

PROPOSER shall submit the following:

- A. **PROPOSER'S Credentials:** Details on the qualifications of the firm, including a brief history of the firm, documentation of the firm's last five (5) years of experience providing services similar to those requested in this RFP and the number of years in business. Qualifications for all sub-contractors shall also be included in this section;
- B. PROPOSER'S shall submit as it pertains to the PROPOSER and all proposed sub-contractors the following:
 - 1. Description of experience with similar contracts, experience with analyzing samples from landfills (including leachate, surface waters and ground water), experience with high volumes of samples and experience with government contracts.
 - 2. Resumes of PROPOSER's personnel and their experience with current analytical equipment.
 - 3. Resumes of PROPOSER'S sub-consultants' personnel and their experience with current analytical equipment.
- C. **State Assessments:** Provide the FDOH/NELAP and/or Assessment Provider letter detailing that any corrective actions from the last two (2) assessments have been completed and approved by FDOH/NELAP.
- D. **Equipment:** Provide PROPOSER'S inventory of instrumentation, age, and maintenance agreements. If multiple laboratory locations are planned or used in this contract, provide information on all planned laboratory locations and subcontracted laboratory locations. Provide a contingency plan in case of equipment or Laboratory Information Management System (LIMS) failure.
- E. **Acceptance of Analytical Methods:** Provide PROPOSERS' letter of acceptance of all analytical methods listed in Part II, Paragraph 2.4.A.4.
- F. **Quality Assurance:** Provide an electronic copy of the PROPOSER's/LABORATORY's Quality Manual (QM).
- G. **Hold Times:** Provide a plan of how the PROPOSERS will comply with the eight (8) hour hold time for bacterial analysis. Under normal circumstances, at least two (2) hours of the eight (8) hour Hold Time is still available for transportation and sample preparation when AUTHORITY staff has completed sampling. If the PROPOSER determines that the Hold Time cannot be met utilizing its main office, the plan may include subcontracting bacteria analyses. If subcontracting is proposed, subcontracted laboratory must be certified by the FDoH ELCP and the laboratory must be able to maintain all applicable standards of the NELAP and approved in advance in writing by the AUTHORITY.

- H. **Expertise of Designated Staff:** Describe the qualifications and years of experience of personnel that will provide these services including demonstrated knowledge and understanding of the types of services to be performed; previous experience in similar or related work, local codes, laws and regulations governing the work. Resumes of the following key personnel are required: Laboratory Director, Technical Manager, QA Manager/Officer, and Project Manager. Also include all department Manager/Supervisor and senior analyst in each department.
- I. **Past Performance:** PROPOSER shall provide any information that documents successful and reliable experience of the firm or its past predecessor in past performance, especially those performances related to the requirements of this RFP, with emphasis on ability to meet Holding Times and process determinations. Related experience shall be restricted to those assignments undertaken within the last five (5) years;
- J. **Proficiency Testing (PT):** Provide electronic versions of proficiency studies having passing results of at least ninety percent (90%) of the combined total of the two (2) years, including corrective actions, of WP and WS studies (SCOPE A AND B (SBE only)), and Soil Studies (SCOPE A only). Include a summary of results with passing percentile. The AUTHORITY reserves the right to request that the PROPOSER provide the PT report directly from the PT provider. PROPOSER name must match the name or the evaluations listed. If the names do not match, provide a detailed explanation.
- K. **Listed Methods in Bid Sheet:** PROPOSER must be certified for at least one (1) method per line as it pertains to the sample matrix (as listed for SCOPE A or SCOPE B (SBE only)). If the PROPOSER has to subcontract analysis in rare events as described in Section 2.4.A.2, then the PROPOSER must subcontract the work to a FDOH/NELAP laboratory, and provide necessary documentation of such contracted entity.
- L. **Managerial Capabilities:** Provide evidence of the firm's ability to manage tasks simultaneously and expeditiously and describe firm's approach to problem/task resolution and teamwork;
- M. **References:** List a minimum of three (3) former references (name, contact persons, telephone number and email address) for similar projects within the past five (5) years only, who can attest to the firm's knowledge, quality of work, timeliness, diligence and flexibility. NOTE: Contact persons must be informed by the PROPOSER that they are being used as reference and that the AUTHORITY will be contacting them for information. Each reference will be contacted up to three (3) times. If there is no answer after the third attempt, the AUTHORITY may apply no points for that project experience.
- N. **Current Contracts:** PROPOSER shall provide a list of all city, county, or state related contracts which he/she is currently obligated to fulfill during the initial term of this agreement.
- O. **Invoice Processing:** The PROPOSER shall provide a description of its invoicing process.

3.2.6 Demonstration of Service Performance:

In this section PROPOSER must explain the Statement of Work as understood by the PROPOSER and detail the approach, activities and work products. PROPOSER shall also provide the following:

- A. A detailed list of all services that the firm is able to provide and explain how these services will be accomplished;
- B. A detailed plan demonstrating ability to provide the transportation services for sample pick-up and process determinations within required Holding Times;

- C. Address, in the order presented, all of the services outlined in Section 2, Scope of Services, and its subsections;
- D. Provide a guaranteed response time and schedule of services; and
- E. A list of any assistance the AUTHORITY may be requested to provide to the selected LABORATORY;

3.2.7 Supplemental Information for Phase II of Bid (Site Audit):

Selected PROPOSERS who advance to Phase II of the RFP will be audited by the AUTHORITY's designated consultant. A PROPOSER (LABORATORY) that is selected for this phase shall provide to the AUTHORITY the following within a week of selected notification and prior to the audit:

- A. Standard Operating Procedures;
- B. Last two (2) Biannual State Audits; and
- C. Timeframe for site audit as described in Section 4.3.2. F from May 7, 2020 to June 1, 2020. LABORATORY shall provide three (3) options for audit dates.

3.2.8 Small Business Enterprise (SBE) Participation – (Proposal Forms 5, 6 & 7) SCOPE B (SBE only)

- A. The Governing Board of the AUTHORITY has implemented the Economic Inclusion Policy and Procedures administered by the Equal Business Opportunity (EBO) Program Office to ensure that all segments of its business population, including, but not limited to small, local, minority, and women-owned businesses, have an equitable opportunity to participate in the AUTHORITY'S procurement process. Refer to Section 6 of the AUTHORITY'S Purchasing Manual, as incorporated herein. Small Business Enterprise (SBE) and Minority/Women Business Enterprise (M/WBE) is hereby mentioned as ("S/M/WBE") in the RFP. The PROPOSER also agrees that by submitting its response to this RFP that it constitutes an acknowledgement that it has reviewed this Section of the AUTHORITY'S Purchasing Manual, understands it, and that it is specifically incorporated herein.
- B. In accordance with Section 6.1 through 6.4 of the Purchasing Manual, as incorporated herein, the AUTHORITY has applied a SBE Direct Contracting for Other Services Affirmative Procurement Initiative (API) Preference for this Procurement.
- C. **The PROPOSER must submit a completed Proposal Form 7 Small Business Enterprise Commitment Form at the time the bid is due.** Failure to meet the Affirmative Procurement Initiatives (API) requirement stipulated, will deem the PROPOSER's response non-responsive.
- D. The PROPOSER, must be Certified as a SBE firm in accordance with the Equal Business Opportunity (EBO) Program Economic Inclusion Policy, as defined in the Purchasing Manual. All firms must perform a "Commercially Useful Function" on this contract. See Definition Section of the Purchasing Manual, as incorporated herein.
- E. The API applied to this RFP is related to SBE Direct Contracting for Other Services and is further outlined in Part IV – Proposal Evaluation and Award herein.

3.2.8.1 A Small Business Enterprise (SBE) is a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit that (1) is independently owned and operated by individuals legally residing in, or that are citizens of, the United States or its territories; and (2) is currently certified as having annual revenues and/or number of employees that satisfy S/M/WBE size standards on an industry-specific basis and

satisfies the Significant Business Presence and other eligibility requirements for participation in the EBO Program.

- 3.2.8.2 To qualify as meeting the Significant Business Presence definition, the S/M/WBE firm's principal office as stated in its filings with the Florida Department of State must be located within Palm Beach County, or the firm must have a significant business presence as of the time the bid is due within Palm Beach County, defined as: an established place of business in Palm Beach County, from which at least 50% of its total full-time, part-time and contract employees are domiciled and regularly based in Palm Beach County, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function on the AUTHORITY contract is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

Commercially useful purpose: Shall constitute any work that is required to complete or achieve the contract goals and includes by way of example, but not limited to, the following:

- Analytical Laboratory Services
- Regulatory Compliance and Investigative Analysis
- Regulatory Compliance and Support

The examples are intended to be illustrative and not exhaustive. Upon application to the AUTHORITY by the PROPOSER, this list may be expanded and such additional items of work may apply toward meeting the SBE goal.

3.2.8.3 Subcontractor/Supplier Utilization Plan

- A. The PROPOSER shall identify all certified SBE firms (including non-certified subcontractors/suppliers) which will be utilized as Subcontractors in this Procurement. The PROPOSER must provide proof that each firm to be utilized as a prime or subcontractor is certified in accordance to the Equal Business Opportunity Program Policy. Each SBE subcontractor and prime shall be listed in the Subcontractor/Supplier Utilization Plan (as defined below) and shall be submitted with the Proposal. The listing of SBEs in the Subcontractor Utilization Plan attached with each Proposal shall constitute the PROPOSER'S representation to the AUTHORITY that the certified firms are technically and financially qualified and available to perform the assigned work. Failure to provide complete and accurate information in the AUTHORITY'S discretion shall result in the Proposal being deemed non-responsive.
- B. The Subcontractor/Supplier Utilization Plan shall consist of the following documentation, which must be attached to the Proposal:
1. Proposal Form 5, S/M/WBE Subcontractor /Supplier Participation Schedule
 2. Proposal Form 6, Statement of Intent to Perform as a S/M/WBE Subcontractor/Supplier Form for each SBE firm
 3. Copy of certification letter or certificate as proof of firm's current status

NOTE: For an SBE Prime, self-performed work will contribute toward participation the same as work subcontracted to an SBE Subcontractor firm. Also, an Awarded PROPOSER and all subcontractors/suppliers shall register as a vendor with the AUTHORITY prior to the contract execution.

- C. If percentages vary between Proposal Form 5 and Proposal Form 6, the percentages on Proposal Form 6 will be used to determine participation. If Proposal Form 6 is not signed by the subcontractor, participation attributed to the listed vendor will not be included even if they are listed on Proposal Form 5. If no percentage is listed, submitting PROPOSER will not receive points. If a percentage range is provided for a particular subcontractor on the Statement of Intent to Perform as an S/M/WBE Subcontractor/Supplier, the higher determined percentage in the range will be used to calculate participation and therefore, effectively, represents the prime's commitment to the contract goal.
- D. Any participation by firms identified as certified that are determined not certified in accordance with the Equal Business Opportunity Program Policy at the time of proposal submission will not count towards goal attainment.
- E. PROPOSER and each of its Subcontractors for this project shall register and maintain active status in the AUTHORITY'S Vendor Registration System. To register as a vendor, visit www.swa.org/Vendor.
- F. The AUTHORITY will not execute an agreement for this project until the PROPOSER has executed an agreement with each of its SBE Subcontractors or suppliers with a contract term coterminous with the Agreement at a minimum.

3.2.9 Local Preference Qualification and Application – (Proposal Form 8)

- A. In order to qualify to receive points for location, the firm must have all of the following a minimum of one (1) year prior to the solicitation: a) its headquarters or branch office located within Palm Beach County; b) been incorporated or a legally begun business and fully licensed; and c) a valid Business Tax Receipt issued by the Palm Beach County Tax Collector that will be used to verify that the Proposer had a permanent place of business one (1) year prior to the issuance of the solicitation. Please note that in order to receive a Local Preference, the name and address on the Business Tax Receipt must be the same name and address that is included in the submittal to the Authority, and that the attached Business Tax Receipt must accompany the Proposal submittal at the time Proposals are due. Copies of licensure, leases of office space (or proof of ownership of office site) may be required by Authority staff as proof of compliance. The firm's office must be of a permanent nature not temporary or transient and may include home offices. For a home office to qualify, it must meet all necessary legal requirements for such office, and in the event a mobile home is used as a home office, it must be without wheels and permanently affixed to the land. The firm's office shall be fully staffed with personnel including at least one (1) of those assigned to the Authority's projects, office furniture, office equipment, and, if applicable, professional equipment/computers as required by the type of work to be performed. Additional information or documentation, including a site visit by Authority staff, may be required to confirm a local presence sufficient to qualify and receive a Local Preference. The firm will be required to maintain said office, or other Authority approved offices, for the entire term of the contract. Failure to submit this information will cause the firm not to be qualified under this Section to receive a Local Preference.

3.2.10 PROPOSER'S Qualification Statement – (Proposal Form 9)

3.2.11 Scrutinized Business Certification – (Proposal Form 10)

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**PART IV
PROPOSAL EVALUATION AND AWARD**

4.1. General

All Proposals submitted in response to this RFP will be evaluated by the AUTHORITY'S Selection Committee based on the information supplied per *Part III – Proposal Submission Requirements* and utilizing criteria specified in *Part IV – Proposal Evaluation and Award*.

4.2. Evaluation Criteria

The review and analysis of the Proposals by the Selection Committee will be based on the following criteria:

- Submission of a complete package including all Forms
- Minimum Requirements
- Experience and Qualifications
- Demonstration of Service Performance
- Performance Evaluation (PE) Study
- ADaPT submittal
- Laboratory Audit Findings
- Price Proposal
- Small Business Enterprise Participation (SCOPE B, only)
- Local Preference

4.3. Evaluation and Selection Method

4.3.1 Evaluation Process:

- A. Selection Committee members will conduct a completeness review of the Proposals. Proposals must include all requirements specified in *Part III – Proposal Submission Requirements*. Minor informalities may be waived by the AUTHORITY. Those Proposals found to be complete, will then be ranked by individual members. At its discretion the AUTHORITY may require any PROPOSER(S) to make an oral presentation of his/her submittal. An oral presentation provides an opportunity for the PROPOSER(S) to clarify his/her submittal for the AUTHORITY. The AUTHORITY, if deemed necessary, will notify the PROPOSER(S) and schedule an oral presentation which will re-evaluate the scores.
- B. *Tables 2A, 2B, 3A, 3B & 4 – Minimum Requirements, and Evaluation Criteria and Points* provide guidelines for the Selection Committee members for the ranking of Proposals. In each category where points are to be assigned, PROPOSERS may receive up to the maximum allowable number of points from an individual Selection Committee member. Total points of each Selection Committee member for each Proposal will be tallied and averaged. The Proposal with highest total average score will be ranked first.

4.3.2 Selection Method:

- A. The selection process will consist of three (3) PHASES to be conducted by the Selection Committee in accordance with, but not limited to the methods and criteria described in this section *Part IV – Proposal Evaluation and Award*. The Selection Committee will short list up to six (6) PROPOSERS, three (3) from SCOPE A and three (3) from SCOPE B (SBE only).
- B. In PHASE I, Selection Committee members will conduct a completeness review of the Proposals. Proposals must include all requirements specified in *Part III – Proposal Submission Requirements*,

or as listed below in *Tables 2A, 2B, 3A & 3B*. Any Evaluation Criteria that is FAILED will be considered nonresponsive. Those Proposals found to be complete, will then be ranked by individual members.

- C. *Table 2A & 2B – Minimum Requirements – PASS/FAIL*. Provides guidelines for the Selection Committee members to determine PASS/FAIL. The first phase (PHASE I) is in two (2) parts. The Selection Committee will: 1) initially review and conduct a completeness review of the Proposals as PASS/FAIL, and 2) if PASSED move on to be evaluated in PHASE 2 of the evaluation process as follows:
1. **First part of PHASE 1**: Proposals must include ALL requirements specified in Part III – Proposal Submission Requirements, or as listed below in Tables 2A and 2B. Any Evaluation Criteria that is deemed as “FAILED” will be considered non-responsive and will not advance to the next part of PHASE 1. Proposals deemed as “PASS” will be advanced for further evaluation and ranked based on the Evaluation Criteria (Tables 3A and 3B).
 2. **Second part of PHASE 1**: All PROPOSERS who are deemed as “PASS” in the Part 1, will be advanced to Part 2 – for Evaluation Criteria and Points (See Tables 3A & 3B). The Selection Committee will evaluate and score based on the criteria, further detailed herein. The Selection Committee will short list up to six (6) PROPOSERS; three (3) from SCOPE A and three (3) from SCOPE B (SBE only) to be considered for the second phase (PHASE II). Based on the Evaluation Criteria (Table 3A and 3B), total points of each Selection Committee member for each Proposal will be tallied and averaged.

TABLE 2A – MINIMUM REQUIREMENTS

	<u>EVALUATION CRITERIA</u> <u>SCOPE A</u>	<u>PASS/FAIL</u>
1.	All required certifications listed in Section 3.2.4	
2.	Provided all required Proposal Forms listed in Section 3.2.3	
3.	Location – 200 mile radius from the AUTHORITY	
4.	If PROPOSER uses their satellite LABORATORIES, 75% of work within 200 mile radius of the AUTHORITY, and 95% of work within the State of Florida	
5.	Proof of past projects ability to perform up to 20,000 determinations (SCOPE A) in house per quarter from 811 sample points.	
6.	Proof of past projects ability to transmit and provide final reports in required formats within twenty-one (21) calendar days.	
7.	List of Personnel, Equipment and computer systems capable of providing all data reporting in required formats	
8.	Provided Certification for Listed Methods	
9.	Copies of proficiency testing for last two (2) years of greater or equal to 90 percent (90%) passing results for combined evaluations.	
10.	Provided past two (2) State Assessment letter stating that corrective actions are accepted.	
11.	Provide copy of Quality Manual	
12.	Provided at least three (3) valid References	

TABLE 2B – MINIMUM REQUIREMENTS

	<u>EVALUATION CRITERIA</u> <u>SCOPE B (SBE only)</u>	<u>PASS/FAIL</u>
1.	All required certifications listed in Section 3.2.4	
2.	Provided all required Proposal Forms listed in Section 3.2.3	
3.	Location – 200 mile radius from the AUTHORITY	
4.	If PROPOSER uses their satellite LABORATORIES, 75% of work within 200 mile radius of the AUTHORITY, and 95% of work within the State of Florida.	
5.	Proof of past projects ability to perform up to 6,000 determinations (SCOPE B – SBE only) in house per quarter from 402 sample points	
6.	Proof of past projects ability to transmit and provide final reports in required formats within twenty-one (21) calendar days.	
7.	List of Personnel, Equipment and computer systems capable of providing all data reporting in required formats.	
8.	Provided Certification for Listed Methods	
9.	Copies of proficiency testing for last two (2) years of greater or equal to 90 percent (90%) passing results for combined evaluations.	
10.	Provided past two (2) State Assessment letters stating that corrective actions are accepted	
11.	Provide copy of Quality Manual	
12.	Provided at least three (3) valid References	
13.	Provide copy of SBE Certification and/or SBE Letter of Certification	

TABLE 3A

	<u>EVALUATION CRITERIA – SCOPE A</u>	<u>MAX POINTS</u>	<u>POINTS SCORED</u>
1.	Experience and Qualifications (Credentials, Staff Expertise, Equipment, QA Manual, Holding Time, Project Manager, Past Performance, Managerial Capabilities, Current Contracts, Invoice Processing)	<u>35</u>	
2.	Proficiency Testing	<u>50</u>	
3.	Demonstration of Service Performance	<u>5</u>	
4.	Local Preference	<u>10</u>	
	TOTAL POINTS:	100	

TABLE 3B – (SBE only)

<u>EVALUATION CRITERIA – SCOPE B (SBE only)</u>		<u>MAX POINTS</u>	<u>POINTS SCORED</u>
1.	Experience and Qualifications (Credentials, Staff Expertise, Equipment, QA Manual, Holding Time, Project Manager, Past Performance, Managerial Capabilities, Current Contracts, Invoice Processing)	<u>35</u>	
2.	Proficiency Testing	<u>50</u>	
3.	Demonstration of Service Performance	<u>5</u>	
4.	Local Preference	<u>10</u>	
TOTAL POINTS:		100	

D. *Table 3A & 3B – Evaluation Criteria and Points provide guidelines for the Selection Committee members for the ranking of Proposals.* PHASE I – Part 2: In each category where points are to be assigned, PROPOSERS may receive up to the maximum allowable number of points from an individual Selection Committee member. The following points will be assigned for each criteria:

1. ***Experience and Qualifications:*** The maximum points available for this criteria are 35 points: Credentials (5 points), Standard Forms (2 points), Equipment (2 points), Analytical Method Acceptance (1 points), QA Manual (2 points), Holding Time (3 points), Staff Expertise (8 points), Project Manager (3 points), Past Performance (2 points), Listed Methods (1 points), Managerial Capabilities (3 points), References (1 points), Current Contracts (1 points), Invoice Processing (1 points).
2. ***Proficiency Testing:*** The maximum points available for this criteria is fifty (50) points. Thirty (30) points are awarded for the minimum of ninety percent (90%) acceptable results. For every one percent (1%) acceptable results thereafter, two (2) points will be added to the score.
3. ***Demonstration of Service Performance:*** The maximum points available for this criteria are Five (5) points. The criteria for this Evaluation is listed out in Part III – Proposal Submission Requirement, Paragraph 3.2.6.
4. ***Local Preference:*** Points will be assigned in accordance with Part III – Proposal Submission Requirements, Paragraph 3.2.9 “Local Preference Qualification and Application.”

E. Total points of each Selection Committee member for each Proposal will be tallied and averaged. The three (3) PROPOSERS with highest total average scores in each SCOPE will be advanced to PHASE II (Audit and PE study). In the event that only one (1) or two (2) PROPOSERS from each SCOPE qualify to proceed to Phase II, these PROPOSERS will be evaluated and scored in the same manner as outlined below. Selected PROPOSERS from item B above will be receiving custom Performance Evaluation (PE) samples to analyze at the PROPOSER’s expense. Results of this analysis shall be submitted to the AUTHORITY within twenty-one (21) calendar days of receipt of PE sample in the following formats:

1. To PE Provider: PE Provider forms;
2. To AUTHORITY: ADaPT (AUTHORITY will provide Library and valid values); and
3. To AUTHORITY: PROPOSER’s or AUTHORITY’s hard copy analytical report.

- F. The Selected PROPOSERS from Tables 3A & 3B will be audited by the AUTHORITY's designated consultant. Prior to contract award, any deficiencies identified in this audit will be remedied prior to processing of first sample. PROPOSERS will be required to select three (3) potential dates from the timeframe listed in Part III, Section 3.2.7 C. for the one-day site audit. Site audits will include, but not be limited to:
1. Quality Manual Evaluation;
 2. Standard Operating Procedures (provide within one (1) week of selection notification);
 3. Initial Demonstration of Capability (IDOC) or Continuing Demonstration of Capability (CDOC) (provide within one (1) week of selection notification);
 4. Last two (2) Biannual State Audits (provide within one week of selection notification);
 5. Project Management (on site);
 6. Sample Custody/Receiving/Kit Preparation (on site);
 7. Sample Preparation and Analytical Laboratory Departments (on site); and
 8. Management/QA and Reports (on site)
 9. Proof of Insurance
- G. When PE sample results, ADaPT reporting, and on site audit reports have been received by the AUTHORITY, and the three (3) PROPOSERS from each SCOPE have been deemed responsive, the Selection Committee will reconvene for the final ranking meeting (PHASE III), where the sealed Cost Proposals (Proposal Form 2A) will be opened. If any of the PROPOSERS are deemed non-responsive, those PROPOSER(S) will not advance to final selection. The Selection Committee will evaluate these four (4) criteria as listed in *Table 4*, and rank the three (3) PROPOSERS from SCOPE A and SCOPE B (SBE only).
1. PE Sample is scored thus: The maximum points available for this criteria are 40 points. Twenty (20) points are awarded for the minimum of ninety percent (90%) acceptable results. For every one percent (1%) acceptable results thereafter, two (2) points will be added to the score.
 2. ADaPT reporting is scored thus: A maximum of fifteen (15) points is available. For each critical error found in the report, one (1) point will be deducted until one (1) point remains.
 3. Laboratory Audit is scored thus: A maximum of thirty (30) points is available. Deficiencies are rated severe, critical and minor.
 - a. Severe deficiencies are described as out-of-compliance where the data is severely compromised, no system is in place, or repeated FDOH/NELAP deficiency. These deficiencies would result in the subtraction of two (2) points.
 - b. Critical deficiencies are described as out of compliance where the data may be compromised, the system may or may not exist, or an isolated incident is discovered. These deficiencies would result in the subtraction of five tenth (0.5) of a point.
 - c. Minor deficiencies are described as QA/QC deficiencies of Good Laboratory Practices, NELAP or FDEP. These deficiencies would result in the subtraction of one tenth (0.1) of a point.
 4. Price Proposal is scored thus: A maximum of fifteen (15) points is available. For SCOPES A and B (SBE only), the lowest quote in each SCOPE receives a score of fifteen (15) points, the next highest quote in each SCOPE receives a score of ten (10) points, and the highest quote in each SCOPE receives a score of five (5) points.

Table 4 – Final Evaluation Criteria and Points for SCOPE A and SCOPE B (SBE only)

EVALUATION CRITERIA	MAX POINTS	POINTS SCORED
Custom PE Study	40	
ADaPT Reporting	15	
Laboratory Audit	30	
Price Proposal	15	
TOTAL:	100	

4.4. Award

- A. The AUTHORITY anticipates award to the PROPOSER who submit the Proposal judged by the AUTHORITY to be the most advantageous.
- B. The AUTHORITY intends to enter into the Agreement negotiations with the highest ranked PROPOSER. If the AUTHORITY and the highest ranked PROPOSER cannot negotiate a successful Agreement, the AUTHORITY may terminate such negotiations and begin negotiations with the next highest ranked PROPOSER. No PROPOSER shall have any rights against the AUTHORITY arising from such negotiations.
- C. The price structure submitted in the Proposals shall be firm. However, the AUTHORITY reserves the right to negotiate a “best and final” price with the highest ranked PROPOSER.
- D. The Agreement will be for an initial term of three (3) years with option to extend for two (2) additional three (3) additional year periods upon review and approval by the AUTHORITY’s Governing Board.
- E. The PROPOSER understands that this RFP does not constitute an agreement or a contract with the PROPOSER. An official agreement or contract is not binding until Proposals are reviewed and accepted by appointed staff, approved by the appropriate level of authority within the AUTHORITY, and executed by the parties. A Sample Agreement is attached to this RFP. The AUTHORITY anticipates that the final agreement will be in substantial conformance with the Sample Agreement; nevertheless, PROPOSERS are advised that any agreement, which may result from this RFP, may deviate from the Sample Agreement.

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**PART V
PROPOSAL FORMS**

The following Proposal Forms are included:

Proposal Form 1 – Transmittal Letter

Proposal Form 2A – Price Proposal

Proposal Form 2B – Additional Price List

Proposal Form 3 – Non-Collusion Affidavit

Proposal Form 4 – Drug-Free Workplace

Proposal Form 5 – Small/Minority/Women Business Enterprise Subcontractor/Supplier Participation Schedule

Proposal Form 6 – Statement of Intent as S/M/WBE Subcontractor/Supplier

Proposal Form 7 – Small Business Enterprise Commitment Form

Proposal Form 8 – Certification of Business Location

Proposal Form 9 – PROPOSER'S Qualification Statement

Proposal Form 10 – Scrutinized List Certification

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PROPOSAL FORM 1 – TRANSMITTAL LETTER

(To be typed on PROPOSER'S Letterhead)

[Date]

Diane LeRay CPPO, CPPB
Procurement Manager, Purchasing Services
Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, FL 33412

Dear Ms. LeRay:

_____ (PROPOSER) hereby submits its Proposal in response to the **Request for Proposal (RFP) No.: 20-202/DL for Analytical Laboratory Services** issued by the Solid Waste Authority of Palm Beach County (AUTHORITY) in March 2020.

As a duly authorized representative of the PROPOSER, I hereby certify, represent and warrant, on behalf of the PROPOSER team, as follows in connection with the Proposal:

1. The PROPOSER acknowledges receipt of the RFP and the following Addenda:

<u>No.</u>	<u>Date</u>
_____	_____
_____	_____

2. The submittal of the Proposal has been duly authorized by, and in all respects is binding upon, the PROPOSER.
3. All information and statements contained in the Proposal are current, correct and complete, and are made with full knowledge that the AUTHORITY will rely on such information and statements in qualifying PROPOSER.
4. The PROPOSER certifies under penalties of perjury that the RFP has been prepared and is submitted in good faith without collusion, fraud or any other action with any other person taken in restraint of free and open competition for the services contemplated by the RFP. As used in this Proposal Form, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
5. The PROPOSER is not currently suspended or debarred from doing business with any governmental entity.
6. The PROPOSER has reviewed all of the engagements and pending engagements of the PROPOSER, and no potential exists for any conflict of interest or unfair advantage.
7. No person or selling agency has been employed or retained to solicit the award of the Agreement under an arrangement for a commission, percentage, brokerage or contingency fee or on any other success fee basis, except bona fide employees of the PROPOSER.

8. The principal contact person who will serve as the interface between the AUTHORITY and the PROPOSER for all communications is:

Name: _____
Title: _____
Mailing Address: _____
Phone: _____
Fax: _____
E-mail: _____

The PROPOSER has carefully examined all documents constituting the RFP and the addenda thereto and, being familiar with the work and the conditions affecting the work contemplated by the RFP and such addenda, offers to furnish all labor, materials, supplies, equipment, facilities and services which are necessary, proper or incidental to carry out such work as required by and in strict accordance with this RFP and the Proposal.

Name of Proposer

Print Name of Designated Signatory

Signature

Title

State of _____

County of _____

On this _____ day of _____, 20____, before me appeared _____
personally known to me to be the person described in and who executed this _____
and acknowledged that (she/he) signed the same freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

Signature

Notary Public in and for the State of _____

(Affix Seal here)

(Name printed)

Residing at _____

My commission expires _____

ACKNOWLEDGMENT OF LABORATORY, IF A PARTNERSHIP

State of _____

SS:

County of _____

On this _____ day of _____, 20____, before me personally came and appeared _____, to me known, and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary Public

(Seal)

ACKNOWLEDGMENT OF LABORATORY, IF AN INDIVIDUAL

State of _____

SS:

County of _____

On this _____ day of _____, 20____, before me personally came and appeared _____, to me known, and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

Notary Public

(Seal)

PROPOSAL FORM 2A – PRICE PROPOSAL

PROPOSER shall provide a completed Proposal Form 2 – Price Proposal and provide a price on every item to be considered in the evaluation of his/her submittal. This is not a guarantee of work, and is for bid purposes only.

ANALYTES AND METHODS – SCOPE A

SCOPE A BID SHEET									
Parameter	Method	Annual Est Qty.				Soil	Fee		Extension Unit Cost x Total Quantity
		Ground Water	Surface Water	QA	Leachate (Wastewater)		Unit Cost	Total Quantity	
Organics									
Lindane	EPA 608/8081	35	0	0	2	NA		37	
Endrin	EPA 608/8081	35	0	0	2	NA		37	
Methoxychlor	EPA 608.1/8081	35	0	0	2	NA		37	
Toxaphene	EPA 608/8081	35	0	0	2	NA		37	
2, 4-D	EPA 615/8151	35	0	0	2	NA		37	
2, 4, 5-TP (Silvex)	EPA 615/8151	35	0	0	2	NA		37	
Ethylene Dibromide (EDB)	EPA 504/504.1/8011	35	0	0	2	NA		37	
Vinyl Chloride	EPA 624/8260	35	0	0	2	NA		37	
1, 2-Dichloroethane	EPA 624/8260	35	0	0	2	NA		37	
1, 1, 1-Trichloroethane	EPA 624/8260	35	0	0	2	NA		37	
Trichloroethene	EPA 624/8260	35	0	0	2	NA		37	
Tetrachloroethene	EPA 624/8260	35	0	0	2	NA		37	
Benzene	EPA 624/8260	35	0	0	2	NA		37	
Carbon Tetrachloride	EPA 624/8260	35	0	0	2	NA		37	
1,3-Dichlorobenzene	EPA 624/8260	6	2	0	2	NA		10	
Toluene	EPA 624/8260	0	0	0	2	NA		2	
Xylenes (total)	EPA 624/8260	0	0	0	2	NA		2	
1,2,4,-Trichlorobenzene	EPA 8260	0	0	0	2	NA		2	
1,4-Dichlorobenzene	EPA 624/8260	0	0	0	2	NA		2	
1,2-Dichlorobenzene	EPA 624/8260	0	0	0	2	NA		2	
Chlorobenzene	EPA 624/8260	0	0	0	2	NA		2	
1,1-Dichloroethylene	EPA 624/8260	0	0	0	2	NA		2	
cis-1,2-Dichloroethylene	EPA 624/8260	0	0	0	2	NA		2	

SCOPE A BID SHEET (CONT.)

Parameter	Method	Annual Est Qty.				Soil	Fee		
		Ground Water	Surface Water	QA	Leachate (Wastewater)		Unit Cost	Total Quantity	Extension Unit Cost x Total Quantity
1,2-Dichloropropane	EPA 624/8260	0	0	0	2	NA		2	
Ethylbenzene	EPA 624/8260	0	0	0	2	NA		2	
Styrene	EPA 624/8260	0	0	0	2	NA		2	
Trans-1,2-Dichloroethylene	EPA 624/8260	0	0	0	2	NA		2	
Dichloromethane	EPA 624/8260	0	0	0	2	NA		2	
1,1,2,-Trichloroethane	EPA 624/8260	0	0	0	2	NA		2	
Dibromochloropropane (DBCP)	EPA 504/504.1/8011	0	0	0	2	NA		2	
Diquat	EPA 549 or approved equivalent	0	0	0	2	NA		2	
Atrazine	EPA 8141B/523.2	0	0	0	2	NA		2	
Chlordane	EPA 608/8081/500's/ SM6410B	0	0	0	2	NA		2	
Endothall	EPA 548 or approved equivalent	0	0	0	2	NA		2	
Carbofuran	EPA 8270D/8321/531.1	0	0	0	2	NA		2	
Glyphosate (Roundup)	EPA 547 or approved equivalent	0	0	0	2	NA		2	
Heptachlor	EPA 608/8081/500's	0	0	0	2	NA		2	
Heptachlor Epoxide	EPA 608/8081/500's	0	0	0	2	NA		2	
Hexachlorobenzene (HCB)	EPA 625/8270/525.2	0	0	0	2	NA		2	
Hexachlorocyclopentadiene	EPA 625/8270/525.2	0	0	0	2	NA		2	
Oxamyl	EPA 531/8318/8321A/632	0	0	0	2	NA		2	
Simazine	EPA 8141/619/525	0	0	0	2	NA		2	
Benzo(a)pyrene	EPA 625/8270/8310/525.2	0	0	0	2	NA		2	
Dinoseb	EPA8151/615/575	0	0	0	2	NA		2	
Picloram	EPA 8151/575	0	0	0	2	NA		2	
Pentachlorophenol	EPA625/8270/8157	0	0	0	2	NA		2	
Di(2-ethylhexyl)phthalate	EPA 625/8270/525.2	0	0	0	2	NA		2	
Di(2-ethylhexyl)adipate	EPA 525.2/8270/625	0	0	0	2	NA		2	
Dalpon	EPA 8151/615/515	0	0	0	2	NA		2	
Alachlor (PCB)	EPA 8081/500's	0	0	0	2	NA		2	
Total Trihalomethanes (tthm)	EPA 524.2/8260	0	0	0	2	NA		2	
Chlorinated Phenols	EPA 625/8270	6	2	0	2	NA		10	

SCOPE A BID SHEET (CONT.)

Parameter	Method	Annual Est Qty.				Soil	Fee		
		Ground Water	Surface Water	QA	Leachate (Wastewater)		Unit Cost	Total Quantity	Extension Unit Cost x Total Quantity
Purgable Halocarbons 601	EPA 8260/624	6	2	0	2	NA		10	
Purgable Volatiles	EPA 8260/624	6	2	0	2	NA		10	
Purgable Aromatics 602	EPA 8260/624	6	2	0	2	NA		10	
VOCs and Chlorinated Hydrocarbons	EPA 8021 parameter list***	10	2	0	0	NA		12	
Total Organic Halogens	EPA 9020B/SM 506	0	0	16	0	NA		16	
Total Recoverable Petroleum Hydrocarbons (TRPH)	FLPRO	40	8	0	0	NA		48	
Polynuclear Aromatic Hydrocarbs	EPA 610/8310/8270 with lower detection limits	6	2	0	2	NA		10	
Organic Toxic Pollutants-VOC	EPA 624/8260	6	2	0	2	NA		10	
Organic Toxic Pollutants-BNA	EPA 625/8270	6	2	0	2	NA		10	
Organic Toxic Pollutants-Pesticides	EPA 608/8081	6	2	0	2	NA		10	
Organic Toxic Pollutants-Herbicides	EPA 615/8151	6	2	0	2	NA		10	
Organic Toxic Pollutants-VOC	EPA 8260	6	2	0	2	NA		10	
Metals									
Aluminum	EPA 200.7/200.8/6010/6020	144	12	16	2	NA		174	
Antimony	EPA 200.7/200.8/ 200.5/6010/6020	0	0	0	2	NA		2	
Antimony	EPA 200.9/7062, SM 3113B/3111B	6	2	0	2	NA		10	
Arsenic	EPA 200.5/ 200.7/200.8/6010/6020	374	20	0	2	NA		396	
Arsenic	EPA 206.5/200.9/7062/7061, SM 3113B/3114 B	6	2	0	2	NA		10	
Barium	EPA 200.7/ 200.5/6010	180	8	0	2	NA		190	
Beryllium	EPA 200.5/200.7/200.8/6010/6020	0	0	0	2	NA		2	
Boron	EPA 200.5/200.7/200.8/6010/6020	170	6	16	0	NA		192	
Cadmium	EPA 200.5/ 200.7/200.8/6010/6020	180	8	0	2	NA		190	
Calcium	EPA 200.7/ 200.5/6010	338	0	16	3	NA		357	
Chromium	EPA 200.5/ 200.7/200.8/6010/6020	180	20	0	2	NA		202	
Copper	EPA 200.5/ 200.7/200.8/6010/6020	180	20	0	2	NA		202	
Cobalt	EPA 200.7/200.8/6010/6020	6	2	0	2	NA		10	
Iron	EPA 200.5/ 200.7/200.8/6010/6020	578	36	16	2	NA		632	
Lead	EPA 200.5/200.7/200.8/6010/6020	140	11	0	2	NA		153	

SCOPE A BID SHEET (CONT.)

Parameter	Method	Annual Est Qty.				Soil	Fee		
		Ground Water	Surface Water	QA	Leachate (Wastewater)		Unit Cost	Total Quantity	Extension Unit Cost x Total Quantity
Lead	EPA 7010/200.9, SM 3111B, 3111C, 3113B	6	2	0	2	NA		10	
Magnesium	EPA 200.5/200.7/ 200.8/6010/6020	250	0	16	3	NA		269	
Manganese	EPA 200.5/ 200.7/200.8/6010/6020	284	0	16	2	NA		302	
Mercury	EPA 245.1/245.2/245.7/7470	406	26	16	2	NA		450	
Nickel	EPA 200.5/200.7/200.8/6010/6020	0	0	0	2	NA		2	
Potassium	EPA 200.7/6010	338	0	16	3	NA		357	
Selenium	EPA 200.5/200.7/200.8/6010/6020	180	8	0	2	NA		190	
Selenium	EPA 200.9 /7741/7742, SM 3113B, 3111C, 3114B	6	2	0	2	NA		10	
Silver	EPA 200.5/200.7/200.8/6010/6020	140	0	0	2	NA		142	
Sodium	EPA 200.5/200.7/200.8 /6010/6020	602	8	16	2	NA		628	
Strontium	EPA 200.7/6010	6	2	0	2	NA		10	
Thallium	EPA 200.5/200.7/200.8/6010/6020	0	0	0	2	NA		2	
Thallium	EPA 200.9/279.2 /7010, SM 3113B/3111B	6	2	0	2	NA		10	
Tin	EPA 200.7/200.5/6010	6	2	0	2	NA		10	
Vanadium	EPA 200.7/6010	6	2	0	2	NA		10	
Zinc	EPA 200.5/200.7/20.8/6010/6020	140	12	0	2	NA		154	
Organic & Demands									
Biochemical Oxygen Demand	SM 5210 B	338	6	0	3	NA		347	
Chemical Oxygen Demand	EPA 410.2/410.4, SM 5220 B or C or D	518	36	0	3	NA		557	
Methylene Blue Active Substances	SM 5540 C	324	8	16	2	NA		350	
Oil & Grease	EPA 1664	0	20	0	0	NA		20	
Phenols, Total	EPA 420.1, /420.4/9065/9066, SM 5530 B or D	140	0	0	0	NA		140	
Total Organic Carbon	EPA 415.1, SM 5310 B, or C or D	478	18	16	3	NA		515	
Total Inorganic Carbon	EPA 415.1, SM 5310 B, or C or D	0	0	0	3	NA		3	
Nutrients									
Ammonia Nitrogen	EPA 350.1, SM 4500-NH3 C	664	20	16	67	NA		767	

SCOPE A BID SHEET (CONT.)

Parameter	Method	Annual Est Qty.				Soil	Fee		
		Ground Water	Surface Water	QA	Leachate (Wastewater)		Unit Cost	Total Quantity	Extension Unit Cost x Total Quantity
Unionized Ammonia Nitrogen	FDEP SOP	0	6	0	0	NA		6	
Ammonium	Calc	6	2	0	2	NA		10	
Kjeldahl Nitrogen, Total	EPA 351.1 / EPA 351.2, SM 4500-Norg B or C/ 4500-NH3 B or C	442	8	16	67	NA		533	
Nitrate Nitrogen	EPA 300.0	406	36	16	2	NA		460	
Nitrate Nitrogen	EPA 352.1	6	2	0	2	NA		10	
Nitrite Nitrogen	EPA 300.0	56	12	16	2	NA		86	
Nitrite Nitrogen	EPA 353.2	6	2	0	2	NA		10	
Nitrate/Nitrite Nox	EPA 353.2/SM 4500-NO3-E or F or H	0	0	0	2	NA		2	
Nitrate/Nitrite Nox	EPA 300.0, 4110 B or C	6	2	0	2	NA		10	
Nitrogen, Total	Calc	0	6	0	0	NA		6	
Organic Nitrogen	Calc	6	2	0	2	NA		10	
Microbiological									
Fecal Coliform MF	SM 9221 C/9222 D	188	16	16	64	NA		284	
Fecal Coliform MPN	SM 9221 E	6	2	0	2	NA		10	
Total Coliform MF	SM 9222 B	0	0	16	2	NA		18	
Total Coliform MPN	SM 9221 E	6	2	0	2	NA		10	
Residue/Solids									
Total Dissolved Solids	SM 2540 C	666	36	16	66	NA		784	
Total Suspended Solids	SM 2540 D	56	18	0	67	NA		141	
Percent Solids	SM2540G/2540 B	6	2	0	2	NA		10	
Radionuclides									
Gross Alpha	EPA 900.0	0	0	0	2	NA		2	
Radium	EPA 903.1/904.0	0	0	0	2	NA		2	
Miscellaneous									
Bicarbonates as HCO3	Calc	6	2	0	2	NA		10	
Calcium Hardness as CaCO3	SM 2340B	6	2	0	2	NA		10	

SCOPE A BID SHEET (CONT.)

Parameter	Method	Annual Est Qty.				Soil	Fee		
		Ground Water	Surface Water	QA	Leachate (Wastewater)		Unit Cost	Total Quantity	Extension Unit Cost x Total Quantity
Chloride	EPA 300.0, 4110 B or C	666	140	16	66	NA		888	
Chloride	EPA 325.2, SM 4500-CIA- E, D, B	6	2	0	2	NA		10	
Color	SM 2120 B	40	0	0	2	NA		42	
Cyanide	EPA 335.4/9012/9013, SM 4500-CN-B/D/E/C/4500-CN-F	0	0	0	2	NA		2	
Corrosivity	SM2330B	56	0	16	0	NA		72	
Fluoride	EPA 300.0, 4110 B or C	284	0	16	66	NA		366	
Fluoride	SM 4500-F-B, C, D, 4500-F-E	6	2	0	2	NA		10	
Sulfide	EPA 9030/9034, SM4500-S2 F/D/G	356	0	16	64	NA		436	
Unionized hydrogen sulfide (by calculation)	Calc	170	6	16	0	NA		192	
Odor	SM 2150B	40	0	0	2	NA		42	
pH (lab)	EPA 150.2/SM4500 H+	48	0	0	0	NA		48	
Conductivity (lab)	EPA 120.1 / SM2510 B	6	2	0	2	NA		10	
Silica SiO2	EPA 200.7/Calc	0	0	16	3	NA		19	
Sulfate	EPA 300.0	388	18	16	66	NA		488	
Sulfate	EPA 9056	6	2	0	2	NA		10	
Total Alkalinity	EPA 310.2/SM 2320 B	600	36	16	3	NA		655	
Total Hardness as CaCO3	SM 2340B	0	6	16	0	NA		22	
Total Phosphorus	EPA 365.3/365.1/.2/365.4, SM 4500-P E, or F, or G or H	542	6	16	64	NA		628	
Total Phosphorus - Low Level	EPA 365.3/365.1/.2/365.4, SM 4500-P E, or F, or G or H	6	2	0	2	NA		10	
Turbidity (lab)	EPA 180.1, SM2130 B	6	2	0	2	NA		10	
Phosphate, Total	EPA 365.1/.2	6	2	0	2	NA		10	
Orthophosphate	EPA 300.0	6	2	0	2	NA		10	
Orthophosphate	EPA 365.1/.2	6	2	0	2	NA		10	
Chlorophyll A	SM10200H	0	6	0	0	NA		6	

SCOPE A BID SHEET (CONT.)

Parameter	Method	Annual Est Qty.				Soil	Fee		
		Ground Water	Surface Water	QA	Leachate (Wastewater)		Unit Cost	Total Quantity	Extension Unit Cost x Total Quantity
40 C.F.R. Part 258 Appendix I Parameter *	EPA 200's, 300's, 600's, 6000's, 8000's	226	6	16	0	NA		248	
40 C.F.R. Part 258 Appendix II Parameter **	EPA 200's, 300's, 600's, 6000's, 8000's	10	0	0	0	NA		10	
Primary Metals 62-550.310 (1)(a) Table 1 Excluding Asbestos	EPA 200's, 6000's and SM 3100's	6	2	0	2	NA		10	
Primary Volatile Organic Compounds 62-550.310 (4)(a) Table 4	EPA 500's, 600's, 8000's	6	2	0	2	NA		10	
Pesticides +Polychlorinated 62-550.310(4)(b) Table 5, Excluding Dioxin	EPA 500's, 600's, 8000's	6	2	0	2	NA		10	
Full Primary Drinking Water Scan 62-550.310 Excluding and including**** see below	EPA 200's, 300's, 500's, 600's, 6000's, 8000's	1	0	0	0	NA		1	
Secondary Drinking Water Scan 62-550.320(1) (Table 6)	EPA 200's, 300's, 500's, 600's, 6000's, 8000's	6	2	0	2	NA		10	
Dioxin	EPA 1613 or approved equivalent	1	0	0	0	NA		1	
Carbamates	EPA 531/8321 or approved equivalent	1	0	0	0	NA		1	
Soils									
Synthetic Precipitation Leaching Procedure (SPLP)	EPA 1312	NA	NA	NA	NA	10		10	
Leaching Procedure (TCLP)	EPA 1311	NA	NA	NA	NA	10		10	
Arsenic	EPA 6010/6020	NA	NA	NA	NA	10		10	
Barium	EPA 6010/6020	NA	NA	NA	NA	10		10	
Cadmium	EPA 6010/6020	NA	NA	NA	NA	10		10	
Chromium	EPA 6010/6020	NA	NA	NA	NA	10		10	
Lead	EPA 6010/6020	NA	NA	NA	NA	10		10	
Mercury	EPA 7470/7471	NA	NA	NA	NA	10		10	
Selenium	EPA 6010/6020	NA	NA	NA	NA	10		10	
Silver	EPA 6010/6020	NA	NA	NA	NA	10		10	
TCLP Organics	EPA 1311- 8000's	NA	NA	NA	NA	10		10	
CHAPTER 62-780									
CONTAMINATED SITE CLEANUP CRITERIA									
Metals	EPA 6010/6020	NA	NA	NA	NA	10		10	
Mercury	EPA 7470/7471	NA	NA	NA	NA	10		10	
Priority Pollutant Volatile Organics	EPA 8260	NA	NA	NA	NA	10		10	

SCOPE A BID SHEET (CONT.)

Parameter	Method	Annual Est Qty.				Soil	Fee		
		Ground Water	Surface Water	QA	Leachate (Wastewater)		Unit Cost	Total Quantity	Extension Unit Cost x Total Quantity
Priority Pollutant Extractable Organics	EPA 8270 + 8081 +8082 (unless certified for Organochlorine Pesticides by 8270) + 8082 (unless certified for PCBs by 8270) and as long as the detection limits meet required criteria	NA	NA	NA	NA	10		10	
Priority Pollutant Volatile Organic Halocarbons	EPA 8021/8260	NA	NA	NA	NA	10		10	
1-methylnaphthalene, 2-methylnaphthalene, and the 16 method-listed PAHs included in Table B	EPA 8310/8270	NA	NA	NA	NA	10		10	
PCBs	EPA 8082	NA	NA	NA	NA	10		10	
TRPHs	FL-PRO	NA	NA	NA	NA	10		10	
Toxicity Characteristic Leaching Procedure (TCLP)	EPA 1311	NA	NA	NA	NA	10		10	
Semi volatile Extractables	EPA 8270	NA	NA	NA	NA	10		10	
Pesticides	EPA 8081 OR certified for Organochlorine Pesticides by 8270 and detection limits meet required criteria	NA	NA	NA	NA	10		10	
PCBs	EPA 8082 OR certified for PCBs by 8270 and detection limits meet required criteria	NA	NA	NA	NA	10		10	
PAHs	EPA 8270/8310	NA	NA	NA	NA	10		10	
Herbicides	EPA 8151	NA	NA	NA	NA	10		10	
Organophosphorus (OP) compounds	EPA 8141	NA	NA	NA	NA	10		10	
1,2-Dibromoethane and 1,2-Dibromo-3-Chloropropane	EPA 8011/8260	NA	NA	NA	NA	10		10	
Aromatic and Halogenated Volatiles	EPA 8021	NA	NA	NA	NA	10		10	
Volatile organic compounds	EPA 8260	NA	NA	NA	NA	10		10	
Petroleum Hydrocarbons (C8-C40)	FPRO	NA	NA	NA	NA	10		10	

SCOPE A BID SHEET (CONT.)

Parameter	Method	Annual Est Qty.				Soil	Fee		
		Ground Water	Surface Water	QA	Leachate (Wastewater)		Unit Cost	Total Quantity	Extension Unit Cost x Total Quantity
Fluoride, Chloride, Nitrite, Phosphate, Bromide, Nitrate, Sulfate	EPA 9056	NA	NA	NA	NA	10		10	
Cyanide	EPA 9012/9010/9014	NA	NA	NA	NA	10		10	
pH	EPA 9040/9045	NA	NA	NA	NA	10		10	
Total organic carbon	EPA 9060	NA	NA	NA	NA	10		10	
Oil & Grease	EPA 9071	NA	NA	NA	NA	10		10	
Ammonia as N	EPA 350.1	NA	NA	NA	NA	10		10	
Phosphorus, total	EPA 365.4	NA	NA	NA	NA	10		10	
Kjeldahl nitrogen - total	EPA 351.2	NA	NA	NA	NA	10		10	
Nitrate as N	EPA 353.2	NA	NA	NA	NA	10		10	
Nitrite as N	EPA 353.2	NA	NA	NA	NA	10		10	
Total nitrate-nitrite	EPA 353.2	NA	NA	NA	NA	10		10	
	Column Totals>	13307	761	480	926	410		15884	
								TOTAL BID:	\$ _____

* Appendix I List, Attachment # 2 is provided with Proposal Form 2A. There are approximately 62 parameters per analysis.

** Appendix II List, Attachment # 3 is provided with Proposal Form 2A, There are approximately 213 parameters per analysis.

*** EPA Method 8021 list, Attachment # 1 is provided with Proposal Form 2A. The Method can be substituted; however, the 37 parameters listed for this method are required.

**** Parameters excluded in Full Primary Drinking water scan - Asbestos, Dioxin, and Table 2 parameters. Parameters included - Combined Radium 226 & 228, Gross Alpha, Table 1 (excluding asbestos), Table 4, Table 5 (excluding Dioxin), Total Trihalomethanes (TTHM), Haloacetic Acid (HAA5) as required by 62-550.310 (3) (b), and E. Coli and Total Coliform as required by 62-550.310 (5).

ANALYTES AND METHODS – SCOPE B (SBE only)

SCOPE B (SBE only) BID SHEET								
Parameter	Method	Annual Est Qty.				Fee		
		Ground Water	Surface Water	Waste Water	QA/Utilities	Unit Cost	Total Quantity	Extension Unit Cost x Total Quantity
Organics								
Vinyl Chloride	EPA 624/8260	0	5	0	0		5	
1, 2-Dichloroethane	EPA 624/8260	0	5	0	0		5	
1, 1, 1-Trichloroethane	EPA 624/8260	0	5	0	0		5	
Trichloroethene	EPA 624/8260	0	5	0	0		5	
Tetrachloroethene	EPA 624/8260	0	5	0	0		5	
Benzene	EPA 624/8260	0	5	0	0		5	
Carbon Tetrachloride	EPA 624/8260	0	5	0	0		5	
Total Organic Halogens	EPA 9020B/SM 506	0	0	0	16		16	
Metals								
Aluminum	EPA 200.7/6010	128	5	0	28		161	
Antimony	EPA 200.7/ 200.5/6010	0	5	0	0		5	
Arsenic	EPA 200.5/ 200.7/6010	128	48	0	0		176	
Arsenic	EPA 200.8/6020	6	2	0	2		10	
Barium	EPA 200.7/ 200.5/6010	128	0	0	0		128	
Boron	EPA 200.7/200.5/6010	0	0	0	24		24	
Beryllium	EPA 200.5/200.7/6010	6	2	0	2		10	
Beryllium	EPA 200.8/6020	0	5	0	0		5	
Cadmium	EPA 200.7/ 200.5/6010	6	2	0	2		10	
Cadmium	EPA 200.8/6020	0	5	0	0		5	
Calcium	EPA 200.7/ 200.5/6010	156	4	0	28		188	
Chromium	EPA 200.5/ 200.7/6010	128	0	0	0		128	
Chromium	EPA 200.8/6020	6	2	0	2		10	
Copper	EPA 200.7/ 200.5/6010	6	2	0	2		10	
Copper	EPA 200.8/6020	0	33	0	0		33	
Iron	EPA 200.7/ 200.5/6010	128	65	0	28		221	

SCOPE B (SBE only) BID SHEET (CONT.)

Parameter	Method	Annual Est Qty.				Fee		
		Ground Water	Surface Water	Waste Water	QA/Utilities	Unit Cost	Total Quantity	Extension Unit Cost x Total Quantity
Lead	EPA 200.5/200.7/6010	6	2	0	2		10	
Lead	EPA 200.8/6020	0	61	0	0		61	
Magnesium	EPA 200.7/ 200.5/6010	156	24	0	28		208	
Manganese	EPA 200.7/ 200.5/6010	128	4	0	28		160	
Mercury	EPA 245.1/245.2/245.7/7470	0	57	0	28		85	
Nickel	EPA 200.5/200.7/6010	0	5	0	0		5	
Nickel	EPA 200.8/6020	6	2	0	2		10	
Potassium	EPA 200.7/6010	156	24	0	28		208	
Selenium	EPA 200.5/200.7/6010	128	5	0	0		133	
Selenium	EPA 200.8/6020	6	2	0	2		10	
Silver	EPA 200.7/200.5/6010	6	2	0	2		10	
Silver	EPA 200.8/6020	0	5	0	0		5	
Sodium	EPA 200.5/200.7 /6010	128	24	0	28		180	
Zinc	EPA 200.5/200.7/6010	6	2	0	2		10	
Zinc	EPA 200.8/6020	0	41	0	0		41	
Organic & Demands								
Biochemical Oxygen Demand	SM 5210 B	156	24	0	0		180	
Chemical Oxygen Demand	EPA 410.2/410.4, SM 5220 B or C or D	156	69	0	0		225	
Methylene Blue Active Substances	SM 5540 C	0	4	0	28		32	
Total Organic Carbon	EPA 415.1, SM 5310 B, or C or D	28	61	0	28		117	
Nutrients								
Ammonia Nitrogen	EPA 350.1, SM 4500-NH3 C	128	61	0	28		217	
Ammonium	Calc	0	9	0	0		9	
Kjeldahl Nitrogen, Total	EPA 351.1 / EPA 351.2, SM 4500-Norg B or C/ 4500-NH3 B or C	156	33	0	28		217	

SCOPE B (SBE only) BID SHEET (CONT.)

Parameter	Method	Annual Est Qty.				Fee		
		Ground Water	Surface Water	Waste Water	QA/Utilities	Unit Cost	Total Quantity	Extension Unit Cost x Total Quantity
Nitrate Nitrogen	EPA 300.0	128	61	0	28		217	
Nitrate Nitrogen	EPA 352.1	6	2	0	2		10	
Nitrite Nitrogen	EPA 300.0	128	28	0	28		184	
Nitrite Nitrogen	EPA 353.2	6	2	0	2		10	
Nitrate/Nitrite Nox	EPA 300.0, 4110 B or C	6	2	0	2		10	
Nitrate/Nitrite Nox	EPA 353.2/SM 4500-NO3-E or F or H	0	4	0	0		4	
Nitrogen, Total	Calc	28	0	0	0		28	
Organic Nitrogen	Calc	28	0	0	0		28	
Microbiological								
Fecal Coliform	SM 9221 C/9222 D	0	28	0	28		56	
Total Coliform	SM 9221 B/ 9222 B	0	28	0	28		56	
Residue/Solids								
Total Dissolved Solids	SM 2540 C	152	60	0	28		240	
Total Suspended Solids	SM 2540 D	84	45	104	0		233	
Miscellaneous								
Chloride	EPA 300.0, 4110 B or C	152	52	0	28		232	
Chloride	EPA 325.2, SM 4500-CIA- E, D, B	6	2	0	2		10	
Cyanide	EPA 335.4/9012/9013, SM 4500-CN-B/D/E/C/4500-CN-F	0	5	0	0		5	
Corrosivity	SM2330B	28	0	0	28		56	
Fluoride	EPA 300.0, 4110 B or C	56	4	0	28		88	
Fluoride	SM 4500-F-B, C, D, 4500-F-E	6	2	0	2		10	
Sulfide	EPA 9030/9034, SM4500-S2 F/D/G	156	4	0	0		160	
pH (lab)	EPA 150.2/SM4500 H+	24	0	0	0		24	
Conductivity (lab)	EPA 120.1 / SM2510 B	6	2	0	2		10	
Silica SiO ₂	EPA 200.7/Calc	0	0	0	28		28	

SCOPE B (SBE only) BID SHEET (CONT.)

Parameter	Method	Annual Est Qty.				Fee		
		Ground Water	Surface Water	Waste Water	QA/Utilities	Unit Cost	Total Quantity	Extension Unit Cost x Total Quantity
Sulfate	EPA 300.0	128	24	0	28		180	
Sulfate	EPA 9056	6	2	0	2		10	
Total Alkalinity	EPA 310.2/SM 2320 B	156	61	0	28		245	
Total Hardness as CaCO3	SM 2340B	0	0	0	28		28	
Total Phosphorus	EPA 365.3/365.1/.2/365.4, SM 4500-P E, or F, or G or H	156	24	0	28		208	
Turbidity (lab)	EPA 180.1, SM2130 B	6	2	0	2		10	
40 C.F.R. Part 258 Appendix I Parameter *	EPA 200's, 300's, 600's, 6000's, 8000's	0	4	0	28		32	
	Column Totals>	3628	1184	104	804		5720	
							TOTAL BID:	\$_____

* Appendix I List, Attachment # 2 is provided with Proposal Form 2A. There are approximately 62 parameters per analysis.

ATTACHMENT 1

EPA Method 8021 (Volatile Organic Compounds & Chlorinated Hydrocarbons)

1,1,1-Trichloroethane	71-55-6
1,1,2,2-Tetrachloroethane	79-34-5
1,1,2-Trichloroethane	79-00-5
1,1-Dichloroethane	75-34-3
1,1-Dichloroethene	75-35-4
1,2-Dichlorobenzene	95-50-1
1,2-Dichloroethane	107-06-2
1,2-Dichloropropane	78-87-5
1,3-Dichlorobenzene	541-73-1
1,4-Dichlorobenzene	106-46-7
2-Chloroethyl Vinyl Ether	110758
Benzene	71-43-2
Bromodichloromethane	75-27-4
Bromoform	75-25-2
Methyl bromide	74-83-9
Carbon Tetrachloride	56-23-5
Chlorobenzene	108-90-7
Chloroethane	75-00-3
Chloroform	67-66-3
Methyl Chloride	74-87-3
cis-1,2-Dichloroethylene	156-59-2
cis-1,3-Dichloropropene	10061-01-5
Dibromochloromethane	124-48-1
Dichlorodifluoromethane	75-71-8
Ethylbenzene	100-41-4
m,p-Xylenes	179601231
Methylene Chloride	75-09-2
MTBE	1634044
o-Xylene	95476
Tetrachloroethylene	127-18-4
Toluene	108-88-3
Total Xylenes	1330-20-7
trans-1,2-dichloroethylene	156-60-5
trans-1,3-dichloropropene	10061026
Trichloroethylene	79-01-6
Trichlorofluoromethane	75-69-4
Vinyl Chloride	75-01-4

¹ Common names are those widely used in government regulations, scientific publications, and commerce; synonyms exist for many chemicals.

ATTACHMENT 2 – APPENDIX I TO PART 258 – CONSTITUENTS FOR DETECTION MONITORING

Common name ¹	CAS RN2
Inorganic Constituents:	
(1) Antimony	(Total)
(2) Arsenic	(Total)
(3) Barium	(Total)
(4) Beryllium	(Total)
(5) Cadmium	(Total)
(6) Chromium	(Total)
(7) Cobalt	(Total)
(8) Copper	(Total)
(9) Lead	(Total)
(10) Nickel	(Total)
(11) Selenium	(Total)
(12) Silver	(Total)
(13) Thallium	(Total)
(14) Vanadium	(Total)
(15) Zinc	(Total)
Organic Constituents:	
(16) Acetone	67-64-1
(17) Acrylonitrile	107-13-1
(18) Benzene	71-43-2
(19) Bromochloromethane	74-97-5
(20) Bromodichloromethane	75-27-4
(21) Bromoform; Tribromomethane	75-25-2
(22) Carbon disulfide	75-15-0
(23) Carbon tetrachloride	56-23-5
(24) Chlorobenzene	108-90-7
(25) Chloroethane; Ethyl chloride	75-00-3
(26) Chloroform; Trichloromethane	67-66-3
(27) Dibromochloromethane; Chlorodibromomethane	124-48-1
(28) 1,2-Dibromo-3-chloropropane; DBCP	96-12-8
(29) 1,2-Dibromoethane; Ethylene dibromide; EDB	106-93-4
(30) o-Dichlorobenzene; 1,2-Dichlorobenzene	95-50-1
(31) p-Dichlorobenzene; 1,4-Dichlorobenzene	106-46-7
(32) trans-1, 4-Dichloro-2-butene	110-57-6

(33) 1,1-Dichlorethane; Ethylidene chloride	75-34-3
(34) 1,2-Dichlorethane; Ethylene dichloride	107-06-2
(35) 1,1-Dichloroethylene; 1,1-Dichloroethene; Vinylidene chloride	75-35-4
(36) cis-1,2-Dichloroethylene; cis-1,2-Dichloroethene	156-59-2
(37) trans-1, 2-Dichloroethylene; trans-1,2-Dichloroethene	156-60-5
(38) 1,2-Dichloropropane; Propylene dichloride	78-87-5
(39) cis-1,3-Dichloropropene	10061-01-5
(40) trans-1,3-Dichloropropene	10061-02-6
(41) Ethylbenzene	100-41-4
(42) 2-Hexanone; Methyl butyl ketone	591-78-6
(43) Methyl bromide; Bromomethane	74-83-9
(44) Methyl chloride; Chloromethane	74-87-3
(45) Methylene bromide; Dibromomethane	74-95-3
(46) Methylene chloride; Dichloromethane	75-09-2
(47) Methyl ethyl ketone; MEK; 2-Butanone	78-93-3
(48) Methyl iodide; Iodomethane	74-88-4
(49) 4-Methyl-2-pentanone; Methyl isobutyl ketone	108-10-1
(50) Styrene	100-42-5
(51) 1,1,1,2-Tetrachloroethane	630-20-6
(52) 1,1,2,2-Tetrachloroethane	79-34-5
(53) Tetrachloroethylene; Tetrachloroethene; Perchloroethylene	127-18-4
(54) Toluene	108-88-3
(55) 1,1,1-Trichloroethane; Methylchloroform	71-55-6
(56) 1,1,2-Trichloroethane	79-00-5
(57) Trichloroethylene; Trichloroethene	79-01-6
(58) Trichlorofluoromethane; CFC-11	75-69-4
(59) 1,2,3-Trichloropropane	96-18-4
(60) Vinyl acetate	108-05-4
(61) Vinyl chloride	75-01-4
(62) Xylenes	1330-20-7

1Common names are those widely used in government regulations, scientific publications, and commerce; synonyms exist for many chemicals.

2Chemical Abstract Service registry number. Where "Total" is entered, all species in the ground water that contain this element are included.

[70 FR 34555, June 14, 2005; 70 FR 44150, August 1, 2005]

ATTACHMENT 3 – APPENDIX II TO PART 258 – LIST OF HAZARDOUS INORGANIC AND ORGANIC CONSTITUENTS

Common name ¹	CAS RN ²	Chemical abstracts service index name ³
Acenaphthene	83-32-9	Acenaphthylene, 1,2-dihydro-
Acenaphthylene	208-96-8	Acenaphthylene
Acetone	67-64-1	2-Propanone
Acetonitrile; Methyl cyanide	75-05-8	Acetonitrile
Acetophenone	98-86-2	Ethanone, 1-phenyl-
2-Acetylaminofluorene; 2-AAF	53-96-3	Acetamide, N-9H-fluoren-2-yl-
Acrolein	107-02-8	2-Propenal
Acrylonitrile	107-13-1	2-Propenenitrile
Aldrin	309-00-2	1,4:5,8-Dimethanonaphthalene, 1,2,3,4,10,10-hexachloro-1,4,4a,5,8,8a-hexahydro-(1,4,4a,5,8,8a)-
Allyl chloride	107-05-1	1-Propene, 3-chloro-
4-Aminobiphenyl	92-67-1	[1,1'-Biphenyl]-4-amine
Anthracene	120-12-7	Anthracene
Antimony	(Total)	Antimony
Arsenic	(Total)	Arsenic
Barium	(Total)	Barium
Benzene	71-43-2	Benzene
Benzo[a]anthracene; Benzanthracene	56-55-3	Benz[a]anthracene
Benzo[b]fluoranthene	205-99-2	Benz[e]acephenanthrylene
Benzo[k]fluoranthene	207-08-9	Benzo[k]fluoranthene
Benzo[ghi]perylene	191-24-2	Benzo[ghi]perylene
Benzo[a]pyrene	50-32-8	Benzo[a]pyrene
Benzyl alcohol	100-51-6	Benzenemethanol
Beryllium	(Total)	Beryllium
alpha-BHC	319-84-6	Cyclohexane, 1,2,3,4,5,6-hexachloro-, (1 α ,2 α ,3 β ,4 α ,5 β ,6 β)-
beta-BHC	319-85-7	Cyclohexane, 1,2,3,4,5,6-hexachloro-, (1 α ,2 β ,3 α ,4 β ,5 α ,6 β)-
delta-BHC	319-86-8	Cyclohexane, 1,2,3,4,5,6-hexachloro-, (1 α ,2 α ,3 α ,4 β ,5 α ,6 β)-

Common name ¹	CAS RN ²	Chemical abstracts service index name ³
gamma-BHC; Lindane	58-89-9	Cyclohexane, 1,2,3,4,5,6- hexachloro-, (1 α ,2 α , 3 β , 4 α ,5 α ,6 β)-
Bis(2-chloroethoxy)methane	111-91-1	Ethane, 1,1'-[methylenebis (oxy)]bis [2-chloro-
Bis(2-chloroethyl)ether; Dichloroethyl ether	111-44-4	Ethane, 1,1'-oxybis[2-chloro-
Bis(2-chloro-1-methylethyl) ether; 2,2'-Dichlorodiisopropyl ether; DCIP, See footnote 4	108-60-1	Propane, 2,2'-oxybis[1-chloro-
Bis(2-ethylhexyl) phthalate	117-81-7	1,2-Benzenedicarboxylic acid, bis(2-ethylhexyl)ester
Bromochloromethane; Chlorobromomethane	74-97-5	Methane, bromochloro-
Bromodichloromethane; Dibromochloromethane	75-27-4	Methane, bromodichloro-
Bromoform; Tribromomethane	75-25-2	Methane, tribromo-
4-Bromophenyl phenyl ether	101-55-3	Benzene, 1-bromo-4-phenoxy-
Butyl benzyl phthalate; Benzyl butyl phthalate	85-68-7	1,2-Benzenedicarboxylic acid, butyl phenylmethyl ester
Cadmium	(Total)	Cadmium
Carbon disulfide	75-15-0	Carbon disulfide
Carbon tetrachloride	56-23-5	Methane, tetrachloro-
Chlordane	See footnote 5	4,7-Methano-1H-indene, 1,2,4,5,6,7,8,8-octachloro-2,3,3a,4,7,7a-hexahydro-
p-Chloroaniline	106-47-8	Benzenamine, 4-chloro-
Chlorobenzene	108-90-7	Benzene, chloro-
Chlorobenzilate	510-15-6	Benzenoacetic acid, 4-chloro-(4-chlorophenyl)-hydroxy-, ethyl ester.
p-Chloro-m-cresol; 4-Chloro-3-methylphenol	59-50-7	Phenol, 4-chloro-3-methyl-
Chloroethane; Ethyl chloride	75-00-3	Ethane, chloro-
Chloroform; Trichloromethane	67-66-3	Methane, trichloro-
2-Chloronaphthalene	91-58-7	Naphthalene, 2-chloro-
2-Chlorophenol	95-57-8	Phenol, 2-chloro-
4-Chlorophenyl phenyl ether	7005-72-3	Benzene, 1-chloro-4-phenoxy-
Chloroprene	126-99-8	1,3-Butadiene, 2-chloro-

Common name ¹	CAS RN ²	Chemical abstracts service index name ³
Chromium	(Total)	Chromium
Chrysene	218-01-9	Chrysene
Cobalt	(Total)	Cobalt
Copper	(Total)	Copper
m-Cresol; 3-Methylphenol	108-39-4	Phenol, 3-methyl-
o-Cresol; 2-Methylphenol	95-48-7	Phenol, 2-methyl-
p-Cresol; 4-Methylphenol	106-44-5	Phenol, 4-methyl-
Cyanide	57-12-5	Cyanide
2,4-D; 2,4-Dichlorophenoxyacetic acid	94-75-7	Acetic acid, (2,4-dichlorophenoxy)-
4,4'-DDD	72-54-8	Benzene 1,1'-(2,2-dichloroethylidene) bis[4-chloro-
4,4'-DDE	72-55-9	Benzene, 1,1'-(dichloroethenylidene) bis[4-chloro-
4,4'-DDT	50-29-3	Benzene, 1,1'-(2,2,2-trichloroethylidene) bis[4-chloro-
Diallate	2303-16-4	Carbamothioic acid, bis(1-methylethyl)-, S- (2,3-dichloro-2-propenyl) ester.
Dibenz[a,h]anthracene	53-70-3	Dibenz[a,h]anthracene
Dibenzofuran	132-64-9	Dibenzofuran
Dibromochloromethane; Chlorodibromomethane	124-48-1	Methane, dibromochloro-
1,2-Dibromo-3-chloropropane; DBCP	96-12-8	Propane, 1,2-dibromo-3-chloro-
1,2-Dibromoethane; Ethylene dibromide; EDB	106-93-4	Ethane, 1,2-dibromo-
Di-n-butyl phthalate	84-74-2	1,2-Benzenedicarboxylic acid, dibutyl ester
o-Dichlorobenzene; 1,2-Dichlorobenzene	95-50-1	Benzene, 1,2-dichloro-
m-Dichlorobenzene; 1,3-Dichlorobenzene	541-73-1	Benzene, 1,3-dichloro-
p-Dichlorobenzene; 1,4-Dichlorobenzene	106-46-7	Benzene, 1,4-dichloro-
3,3'-Dichlorobenzidine	91-94-1	[1,1'-Biphenyl]-4,4'-diamine, 3,3'-dichloro-
trans-1,4-Dichloro-2-butene	110-57-6	2-Butene, 1,4-dichloro-, (E)-
Dichlorodifluoromethane; CFC 12	75-71-8	Methane, dichlorodifluoro-
1,1-Dichloroethane; Ethylidene chloride	75-34-3	Ethane, 1,1-dichloro-
1,2-Dichloroethane; Ethylene dichloride	107-06-2	Ethane, 1,2-dichloro-

Common name ¹	CAS RN ²	Chemical abstracts service index name ³
1,1-Dichloroethylene; 1,1-Dichloroethene;	75-35-4	Ethene, 1,1-dichloro-
Vinylidene chloride cis-1,2-Dichloroethylene; cis-1,2-Dichloroethene	156-59-2	Ethene, 1,2-dichloro-(Z)-
trans-1,2-Dichloroethylene; trans-1,2-Dichloroethene	156-60-5	Ethene, 1,2-dichloro-, (E)-
2,4-Dichlorophenol	120-83-2	Phenol, 2,4-dichloro-
2,6-Dichlorophenol	87-65-0	Phenol, 2,6-dichloro-
1,2-Dichloropropane	78-87-5	Propane, 1,2-dichloro-
1,3-Dichloropropane; Trimethylene dichloride	142-28-9	Propane, 1,3-dichloro-
2,2-Dichloropropane; Isopropylidene chloride	594-20-7	Propane, 2,2-dichloro-
1,1-Dichloropropene	563-58-6	1-Propene, 1,1-dichloro-
cis-1,3-Dichloropropene	10061-01-5	1-Propene, 1,3-dichloro-, (Z)-
trans-1,3-Dichloropropene	10061-02-6	1-Propene, 1,3-dichloro-, (E)-
Dieldrin	60-57-1	2,7:3,6-Dimethanonaphth [2,3-b]oxirene, 3,4,5,6,9,9-hexachloro-1a,2,2a,3,6,6a,7,7a-octahydro-, (1 α ,2 β ,2 α ,3 β ,6 β ,6 α ,7 β ,7 α)-
Diethyl phthalate	84-66-2	1,2-Benzenedicarboxylic acid, diethyl ester
O,O-Diethyl O-2-pyrazinyl phosphorothioate; Thionazin	297-97-2	Phosphorothioic acid, O,O-diethyl O-pyrazinyl ester.
Dimethoate	60-51-5	Phosphorodithioic acid, O,O-dimethyl S-[2-(methylamino)-2-oxoethyl] ester
p-(Dimethylamino)azobenzene	60-11-7	Benzenamine, N,N-dimethyl-4-(phenylazo)-
7,12-Dimethylbenz[a]anthracene	57-97-6	Benz[a]anthracene, 7,12-dimethyl-
3,3'-Dimethylbenzidine	119-93-7	[1,1'-Biphenyl]-4,4'-diamine, 3,3'-dimethyl-
alpha, alpha-Dimethylphenethylamine	122-09-8	Benzeneethanamine, α,α -dimethyl-
2,4-Dimethylphenol; m-Xylenol	105-67-9	Phenol, 2,4-dimethyl-
Dimethyl phthalate	131-11-3	1,2-Benzenedicarboxylic acid, dimethyl ester
m-Dinitrobenzene	99-65-0	Benzene, 1,3-dinitro-
4,6-Dinitro-o-cresol; 4,6-Dinitro-2-methylphenol	534-52-1	Phenol, 2-methyl-4,6-dinitro-
2,4-Dinitrophenol	51-28-5	Phenol, 2,4-dinitro-

Common name ¹	CAS RN ²	Chemical abstracts service index name ³
2,4-Dinitrotoluene	121-14-2	Benzene, 1-methyl-2,4-dinitro-
2,6-Dinitrotoluene	606-20-2	Benzene, 2-methyl-1,3-dinitro-
Dinoseb; DNBP; 2-sec-Butyl-4,6-dinitrophenol	88-85-7	Phenol, 2-(1-methylpropyl)-4,6-dinitro-
Di-n-octyl phthalate	117-84-0	1,2-Benzenedicarboxylic acid, dioctyl ester
Diphenylamine	122-39-4	Benzenamine, N-phenyl-
Disulfoton	298-04-4	Phosphorodithioic acid, O,O-diethyl S-[2-(ethylthio)ethyl] ester
Endosulfan I	959-98-8	6,9-Methano-2,4,3-benzodiox-athiepin, 6,7,8,9,10,10-hexachloro-1,5,5a,6,9,9a-hexahydro-, 3-oxide,
Endosulfan II	33213-65-9	6,9-Methano-2,4,3-benzodioxathiepin, 6,7,8,9,10,10-hexachloro- 1,5,5a,6,9,9a-hexahydro-, 3-oxide, (3 α ,5 α ,6 β ,9 β , 9 α)-
Endosulfan sulfate	1031-07-8	6,9-Methano-2,4,3-benzodioxathiepin, 6,7,8,9,10,10-hexachloro-1,5,5a,6,9,9a-hexahydro-, 3,3-dioxide
Endrin	72-20-8	2,7:3,6-Dimethanonaphth[2,3-b]oxirene, 3,4,5,6,9,9-hexachloro-1a,2,2a,3,6,6a,7,7a-octahydro-, (1 α , 2 β ,2 α β , 3 α ,6 α ,6 α β ,7 β ,7 α)-
Endrin aldehyde	7421-93-4	1,2,4-Methenocyclo-penta[cd]pentalene-5-carboxaldehyde,2,2a,3,3,4,7-hexachlorodecahydro-(1 α ,2 β ,2 α β ,4 β ,4 α β ,5 β ,6 α β ,6 β β ,7R*)-
Ethylbenzene	100-41-4	Benzene, ethyl-
Ethyl methacrylate	97-63-2	2-Propenoic acid, 2-methyl-, ethyl ester
Ethyl methanesulfonate	62-50-0	Methanesulfonic acid, ethyl ester
Famphur	52-85-7	Phosphorothioic acid, O-[4-[(dimethylamino)sulfonyl]phenyl]-O,O-dimethyl ester
Fluoranthene	206-44-0	Fluoranthene
Fluorene	86-73-7	9H-Fluorene
Heptachlor	76-44-8	4,7-Methano-1H-indene,1,4,5,6,7,8,8-heptachloro-3a,4,7,7a-tetrahydro-
Heptachlor epoxide	1024-57-3	2,5-Methano-2H-indeno[1,2-b]oxirene, 2,3,4,5,6,7,7-heptachloro-1a,1b,5,5a,6,6a,-hexahydro-,(1 α ,1 β β ,2 α ,5 α ,5 α β ,6 β ,6 α)
Hexachlorobenzene	118-74-1	Benzene, hexachloro-
Hexachlorobutadiene	87-68-3	1,3-Butadiene, 1,1,2,3,4,4-hexachloro-
Hexachlorocyclopentadiene	77-47-4	1,3-Cyclopentadiene, 1,2,3,4,5,5-hexachloro-

Common name ¹	CAS RN ²	Chemical abstracts service index name ³
Hexachloroethane	67-72-1	Ethane, hexachloro-
Hexachloropropene	1888-71-7	1-Propene, 1,1,2,3,3,3-hexachloro-
2-Hexanone; Methyl butyl ketone	591-78-6	2-Hexanone
Indeno(1,2,3-cd)pyrene	193-39-5	Indeno[1,2,3-cd]pyrene
Isobutyl alcohol	78-83-1	1-Propanol, 2-methyl-
Isodrin	465-73-6	1,4,5,8-Dimethanonaphthalene,1,2,3,4,10,10-hexachloro-1,4,4a,5,8,8a hexahydro-(1 α , 4 α , 4a β ,5 β ,8 β ,8a β)-
Isophorone	78-59-1	2-Cyclohexen-1-one, 3,5,5-trimethyl-
Isosafrole	120-58-1	1,3-Benzodioxole, 5-(1-propenyl)-
Kepone	143-50-0	1,3,4-Metheno-2H-cyclobuta-[cd]pentalen-2-one, 1,1a,3,3a,4,5,5a,5b,6-decachlorooctahydro-
Lead	(Total)	Lead
Mercury	(Total)	Mercury
Methacrylonitrile	126-98-7	2-Propenenitrile, 2-methyl-
Methapyrilene	91-80-5	1,2-Ethanediamine, N,N-dimethyl-N'-2-pyridinyl-N'-(2-thienylmethyl)-
Methoxychlor	72-43-5	Benzene, 1,1'-(2,2,2,trichloroethylidene)bis [4-methoxy-
Methyl bromide; Bromomethane	74-83-9	Methane, bromo-
Methyl chloride; Chloromethane	74-87-3	Methane, chloro-
3-Methylcholanthrene	56-49-5	Benz[<i>jj</i>]aceanthrylene, 1,2-dihydro-3-methyl-
Methyl ethyl ketone; MEK; 2-Butanone	78-93-3	2-Butanone
Methyl iodide; Iodomethane	74-88-4	Methane, iodo-
Methyl methacrylate	80-62-6	2-Propenoic acid, 2-methyl-, methyl ester
Methyl methanesulfonate	66-27-3	Methanesulfonic acid, methyl ester
2-Methylnaphthalene	91-57-6	Naphthalene, 2-methyl-
Methyl parathion; Parathion methyl	298-00-0	Phosphorothioic acid, O,O-dimethyl
4-Methyl-2-pentanone; Methyl isobutyl ketone	108-10-1	2-Pentanone, 4-methyl-
Methylene bromide; Dibromomethane	74-95-3	Methane, dibromo-
Methylene chloride; Dichloromethane	75-09-2	Methane, dichloro-

Common name ¹	CAS RN ²	Chemical abstracts service index name ³
Naphthalene	91-20-3	Naphthalene
1,4-Naphthoquinone	130-15-4	1,4-Naphthalenedione
1-Naphthylamine	134-32-7	1-Naphthalenamine
2-Naphthylamine	91-59-8	2-Naphthalenamine
Nickel	(Total)	Nickel
o-Nitroaniline; 2-Nitroaniline	88-74-4	Benzenamine, 2-nitro-
m-Nitroaniline; 3-Nitroaniline	99-09-2	Benzenamine, 3-nitro-
p-Nitroaniline; 4-Nitroaniline	100-01-6	Benzenamine, 4-nitro-
Nitrobenzene	98-95-3	Benzene, nitro-
o-Nitrophenol; 2-Nitrophenol	88-75-5	Phenol, 2-nitro-
p-Nitrophenol; 4-Nitrophenol	100-02-7	Phenol, 4-nitro-
N-Nitrosodi-n-butylamine	924-16-3	1-Butanamine, N-butyl-N-nitroso-
N-Nitrosodiethylamine	55-18-5	Ethanamine, N-ethyl-N-nitroso-
N-Nitrosodimethylamine	62-75-9	Methanamine, N-methyl-N-nitroso-
N-Nitrosodiphenylamine	86-30-6	Benzenamine, N-nitroso-N-phenyl-
N-Nitrosodipropylamine; N-Nitroso-N-dipropylamine; Di-n-propylnitrosamine	621-64-7	1-Propanamine, N-nitroso-N-propyl-
N-Nitrosomethylethylamine	10595-95-6	Ethanamine, N-methyl-N-nitroso-
N-Nitrosopiperidine	100-75-4	Piperidine, 1-nitroso-
N-Nitrosopyrrolidine	930-55-2	Pyrrolidine, 1-nitroso-
5-Nitro-o-toluidine	99-55-8	Benzenamine, 2-methyl-5-nitro-
Parathion	56-38-2	Phosphorothioic acid, O,O-diethyl-O-(4-nitrophenyl) ester
Pentachlorobenzene	608-93-5	Benzene, pentachloro-
Pentachloronitrobenzene	82-68-8	Benzene, pentachloronitro-
Pentachlorophenol	87-86-5	Phenol, pentachloro-
Phenacetin	62-44-2	Acetamide, N-(4-ethoxyphenyl)
Phenanthrene	85-01-8	Phenanthrene
Phenol	108-95-2	Phenol
p-Phenylenediamine	106-50-3	1,4-Benzenediamine

Common name ¹	CAS RN ²	Chemical abstracts service index name ³
Phorate	298-02-2	Phosphorodithioic acid, O,O-diethyl S-[(ethylthio)methyl] ester
Polychlorinated biphenyls; PCBs	See footnote 6	1,1'-Biphenyl, chloro derivatives
Pronamide	23950-58-5	Benzamide, 3,5-dichloro-N-(1,1-dimethyl-2-propynyl)-
Propionitrile; Ethyl cyanide	107-12-0	Propanenitrile
Pyrene	129-00-0	Pyrene
Safrole	94-59-7	1,3-Benzodioxole, 5-(2-propenyl)-
Selenium	(Total)	Selenium
Silver	(Total)	Silver
Silvex; 2,4,5-TP	93-72-1	Propanoic acid, 2-(2,4,5-trichlorophenoxy)-
Styrene	100-42-5	Benzene, ethenyl-
Sulfide	18496-25-8	Sulfide
2,4,5-T; 2,4,5-Trichlorophenoxyacetic acid	93-76-5	Acetic acid, (2,4,5-trichlorophenoxy)-
2,3,7,8-TCDD; 2,3,7,8-Tetrachlorodibenzo-p-dioxin	1746-01-6	Dibenzo[b,e][1,4]dioxin, 2,3,7,8-tetrachloro-
1,2,4,5-Tetrachlorobenzene	95-94-3	Benzene, 1,2,4,5-tetrachloro-
1,1,1,2-Tetrachloroethane	630-20-6	Ethane, 1,1,1,2-tetrachloro-
1,1,2,2-Tetrachloroethane	79-34-5	Ethane, 1,1,2,2-tetrachloro-
Tetrachloroethylene; Tetrachloroethene; Perchloroethylene	127-18-4	Ethene, tetrachloro-
2,3,4,6-Tetrachlorophenol	58-90-2	Phenol, 2,3,4,6-tetrachloro-
Thallium	(Total)	Thallium
Tin	(Total)	Tin
Toluene	108-88-3	Benzene, methyl-
o-Toluidine	95-53-4	Benzenamine, 2-methyl-
Toxaphene	See footnote 7	Toxaphene
1,2,4-Trichlorobenzene	120-82-1	Benzene, 1,2,4-trichloro-
1,1,1-Trichloroethane; Methylchloroform	71-55-6	Ethane, 1,1,1-trichloro-
1,1,2-Trichloroethane	79-00-5	Ethane, 1,1,2-trichloro-
Trichloroethylene; Trichloroethene	79-01-6	Ethene, trichloro-

Common name ¹	CAS RN ²	Chemical abstracts service index name ³
Trichlorofluoromethane; CFC-11	75-69-4	Methane, trichlorofluoro-
2,4,5-Trichlorophenol	95-95-4	Phenol, 2,4,5-trichloro-
2,4,6-Trichlorophenol	88-06-2	Phenol, 2,4,6-trichloro-
1,2,3-Trichloropropane	96-18-4	Propane, 1,2,3-trichloro-
O,O,O-Triethyl phosphorothioate	126-68-1	Phosphorothioic acid, O,O,O-triethyl ester
sym-Trinitrobenzene	99-35-4	Benzene, 1,3,5-trinitro-
Vanadium	(Total)	Vanadium
Vinyl acetate	108-05-4	Acetic acid, ethenyl ester
Vinyl chloride; Chloroethene	75-01-4	Ethene, chloro-
Xylene (total)	See footnote 8	Benzene, dimethyl-
Zinc	(Total)	Zinc

¹Common names are those widely used in government regulations, scientific publications, and commerce; synonyms exist for many chemicals.

²Chemical Abstracts Service registry number. Where "Total" is entered, all species in the ground water that contain this element are included.

³CAS index names are those used in the 9th Cumulative Index.

⁴This substance is often called bis(2-chloroisopropyl) ether, the name Chemical Abstracts Service applies to its noncommercial isomer, propane, 2,2"-oxybis[2-chloro-(CAS RN 39638-32-9).

⁵Chlordane: This entry includes alpha-chlordane (CAS RN 5103-71-9), beta-chlordane (CAS RN 5103-74-2), gamma-chlordane (CAS RN 5566-34-7), and constituents of chlordane (CAS RN 57-74-9 and CAS RN 12789-03-6).

⁶Polychlorinated biphenyls (CAS RN 1336-36-3); this category contains congener chemicals, including constituents of Aroclor-1016 (CAS RN 12674-11-2), Aroclor-1221 (CAS RN 11104-28-2), Aroclor-1232 (CAS RN 11141-16-5), Aroclor-1242 (CAS RN 53469-21-9), Aroclor-1248 (CAS RN 12672-29-6), Aroclor-1254 (CAS RN 11097-69-1), and Aroclor-1260 (CAS RN 11096-82-5).

⁷Toxaphene: This entry includes congener chemicals contained in technical toxaphene (CAS RN 8001-35-2), i.e., chlorinated camphene.

⁸Xylene (total): This entry includes o-xylene (CAS RN 96-47-6), m-xylene (CAS RN 108-38-3), p-xylene (CAS RN 106-42-3), and unspecified xylenes (dimethylbenzenes) (CAS RN 1330-20-7).

[70 FR 34556, June 14, 2005; 70 FR 44150, Aug. 1, 2005]

PROPOSAL FORM 2B – ADDITIONAL PRICE LIST

PROPOSER shall provide a completed Proposal Form 2B – Additional Price List for additional pricing factors that may be required **on an as-needed basis**. These factors will not be considered in the award of the RFP.

Due to circumstances which may require analysis turnaround times in less than the standard **twenty-one (21) calendar days** required, provide a percentage amount to be added to the Price Proposal (Proposal Form 2A) for individual parameters, for the following turnaround times

STANDARD LIST PRICE		
ITEM NO	DESCRIPTION	PERCENTAGE
1.	24-48 Hours	_____%
2.	Seven (7) Calendar Days	_____%
3.	Fourteen (14) Calendar Days	_____%

The AUTHORITY may require the LABORATORY to provide sample services **on an as-needed basis**. Provide an hourly rate for regular work hours (8:00am to 5:00pm) and for premium time (after regular hours):

STANDARD LIST PRICE		
ITEM NO	DESCRIPTION	RATE/COST
1.	Regular Hourly Rate	\$_____
2.	Pre-Delivery Appendix 1 Package	\$_____
3.	Post-Delivery Appendix 1 Package	\$_____
ADDITIONAL ANALYSIS		
	Heterotrophic Plate Count per sample	\$_____

Due to regulatory changes that may require analysis of parameters in addition to those listed in the Bid Sheet the Successful Bidder(s) will be required to provide a **"Standard List Price"** which lists all the parameters and pricing of each performed by the Successful Bidder(s). This list shall become part of the Agreement between the Successful Bidder(s) and the AUTHORITY. If additional analysis is required, the prices shall be as stated in the "Standard List Price". In the event a parameter is included in both the Bid Sheet and the "Standard List Price", the lower price shall take precedence. *Note: "Standard List Price" will not be considered in Bid Award.*

PROPOSAL FORM 3 – NON-COLLUSION AFFIDAVIT

State of _____

County of _____

Being duly sworn deposes and says:

That she/he is an officer of the parties making the foregoing Proposal, that such Proposal is genuine and not collusive or sham; that said PROPOSER has not colluded, conspired, connived or agreed, directly or indirectly with any PROPOSER or person, to put in a sham bid or to refrain from bidding and has not in any manner, directly, or indirectly, sought by agreement or collusion or communication or conference with any person, to fix the price or affiant or any other PROPOSER, or to fix any overhead, profit or cost element of said price, or that of any other PROPOSER, or to secure any advantage against the AUTHORITY, or any person interested in the proposed contract and that all statements in said Proposal are true.

Name of Proposer

Print Name of Designated Signatory

Signature

Title

On this _____ day of _____, 20____, before me appeared _____ personally known to me to be the person described in and who executed this _____ and acknowledged that (she/he) signed the same freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

Signature

Notary Public in and for the State of _____

(Affix Seal here)

(Name printed)

Residing at _____

My commission expires _____

PROPOSAL FORM 4 – DRUG-FREE WORKPLACE

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United State or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Print Name of Designated Signatory

Signature

Date

PROPOSAL FORM 5

Equal Business Opportunity (EBO) Office
 Small/Minority/Women Business Enterprise Subcontractor/Supplier Participation Schedule

DATE	
------	--

SOLICITATION INFORMATION

Contract #:					
Project Name:		Project Start Date:			
Project Location:					
Bidder/ Proposer:					
Address:					
Contact Person:		Email Address:		Phone #:	

ORGANIZATION STATUS

Business Association	Business Name	Type of Work to be Performed	NIGP Code	Certification Type	% of Work	\$ Amount
Prime Bidder/Proposer					%	\$
S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$
SUB-TOTAL PARTICIPATION %:					%	
SUB-TOTAL CONTRACT AMOUNT:						\$

BIDDER/PROPOSER SIGNATURE

The listing of S/M/WBE(s) shall constitute a representation by the Bidder/Proposer to the Authority that the Bidder/Proposer believes such S/M/WBE(s) to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified.

By executing this form, I hereby certify to all that I have full legal authority to execute this document on behalf of the companies mentioned above, and that my signature is specifically being relied on as such for all purposes related to this solicitation, including any resulting contract award. I understand that if this certification is determined to be incorrect for any reason, that my response to this solicitation may be deemed non-responsive or I may be subject to any applicable penalties/sanctions set forth in Section (6) of the Authority's Purchasing Manual or applicable law.

_____ Bidder/Proposer Signature	_____ Name & Title (Print)	_____ Date
---	--	----------------------

Use to list additional subcontractors

ORGANIZATION STATUS

Business Association	Business Name	Type of Work to be Performed	NIGP Code	Certification Type	% of Work	\$ Amount
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
TOTAL PARTICIPATION %:					100%	
TOTAL CONTRACT AMOUNT:						\$

PROPOSAL FORM 6

**Equal Business Opportunity (EBO) Office
Statement Of Intent To Perform As An S/M/WBE Subcontractor/Supplier**

SOLICITATION #:

CONTRACT #:

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor/Supplier* form must be completed by the Bidder and owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor/Supplier Participation Schedule*.

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor in accordance with the Solid Waste Authority of Palm Beach County's Equal Business Opportunity Program Policy: Yes No
 _____ (Name of S/M/WBE Subcontractor/Supplier) agrees to perform work on the above contract as a (check one):
 Individual Partnership Corporation Other

The S/M/WBE subcontractor will enter into a formal agreement with _____ (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with the Authority.

DESCRIPTION OF WORK TO BE PERFORMED & VALUE

Please provide the details and value of the work to be performed:

Item No.	Type of Work	Agreed Upon Price	% of Work
1		\$	%
2		\$	%
3		\$	%
4		\$	%
TOTAL VALUE OF WORK		\$	%

S/M/WBE SUBCONTRACTOR/SUPPLIER SIGNATURE

By executing this form, I hereby certify to all that I have full legal authority to execute this document on behalf of the companies mentioned above, and that my signature is specifically being relied on as such for all purposes related to this solicitation, including any resulting contract award. I understand that if this certification is determined to be incorrect for any reason, that my response to this solicitation may be deemed non-responsive or I may be subject to any applicable penalties/sanctions set forth in Section (6) of the Authority's Purchasing Manual or applicable law.

_____ S/M/WBE Subcontractor (Signature)	_____ Title
_____ Name of S/M/WBE Subcontractor (Print)	_____ Date
_____ Prime Contractor (Signature)	_____ Title
_____ Prime Contractor (Print)	_____ Date

PROPOSAL FORM 7



**Solid Waste Authority of Palm Beach County
Small Business Enterprise Commitment Form
(SCOPE B only)**

Solicitation Name:

Respondent Name:

Please acknowledge the statements below by initialing each box:

In responding to this solicitation, I hereby affirm my firm's status as a Small Business Enterprise (SBE) as defined by the Solid Waste Authority of Palm Beach County (The AUTHORITY) Economic Inclusion Policy and Procedures, and in the Equal Business Opportunity Program section of this RFP.

I understand that as a SBE Prime Contractor, I am expected to provide Eighty Percent (80%) of Analytical Laboratory Service per the terms of my award for the AUTHORITY.

I understand that to count towards the Authority's SBE requirement, I must be certified as an eligible SBE, have a significant business presence in the Palm Beach County Area, and perform a commercially useful function in accordance with the Economic Inclusion Policy and Procedures.

I understand that the failure to include a completed, signed copy of this Commitment Form to acknowledge the SBE requirements for this solicitation will render this response NON-RESPONSIVE.

I understand that the failure of the SBE firm to perform Eighty Percent (80%) of the Scope of Work as specified shall be a material breach and subject to penalties and/or sanctions available under the terms of this Agreement for violations of the Economic Inclusion Policy, or under any other law

Proposers Authorized Agent

Name:

Sign and Date:

PROPOSAL FORM 8 - CERTIFICATION OF BUSINESS LOCATION

In order to qualify to receive points for location, the firm must have all of the following a minimum of one (1) year prior to the solicitation: a) its headquarters or branch office located within Palm Beach County; b) been incorporated or a legally begun business and fully licensed; and c) a valid Business Tax Receipt issued by the Palm Beach County Tax Collector that will be used to verify that the Proposer had a permanent place of business one (1) year prior to the issuance of the solicitation. Please note that in order to receive a Local Preference, the name and address on the Business Tax Receipt must be the same name and address that is included in the submittal to the Authority, and that the attached Business Tax Receipt must accompany the Proposal submittal at the time Proposals are due. Copies of licensure, leases of office space (or proof of ownership of office site) may be required by Authority staff as proof of compliance. The firm's office must be of a permanent nature not temporary or transient and may include home offices. For a home office to qualify, it must meet all necessary legal requirements for such office, and in the event a mobile home is used as a home office, it must be without wheels and permanently affixed to land. The firm's office shall be fully staffed with personnel including at least one (1) of those assigned to the Authority's projects, office furniture, office equipment, and, if applicable, professional equipment/computers as required by the type of work to be performed. Additional information or documentation, including site visit by Authority staff, may be required to confirm a local presence sufficient to qualify and receive Local Preference. The firm will be required to maintain said office, or other Authority approved offices, for the entire term of the contract. Failure to submit this information will cause the firm not to be qualified under this Section to receive a Local Preference.

I. PROPOSER is a:

_____ Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

_____ Headquarters located in Palm Beach County

_____ Permanent office or other site located in Palm Beach County from which the vendor will produce a substantial portion of the goods and/or services.

II. The attached copy of PROPOSER's County Business Tax Receipt verifies PROPOSER'S permanent place of business.

THIS CERTIFICATION is submitted by _____, as

(Name of Individual)

_____, of _____.

(Title/Position)

(Firm Name of PROPOSER)

Who hereby certifies that the information stated above is true and correct and that the Palm Beach County Business Tax Receipt is a true and correct copy of the original receipt. Further, it is hereby acknowledged that any misrepresentation by the PROPOSER on this Certification will be considered an unethical business practice and be grounds for sanctions against future Authority business with the PROPOSER.

(Signature)

(Date)

PROPOSAL FORM - 9

PROPOSER'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
PURCHASING SERVICES DEPARTMENT
7501 N. Jog Road
West Palm Beach, FL. 33412

Submitted by: _____
Name: _____
Address: _____
City, State, Zip: _____
Federal Identification Number (FID) _____

Check One
Corporation:
Partnership:
Individual:
Other*

(*if other is being checked, please provide supporting documentation to validate the legality of the Firm)

1. State the true, exact, correct and complete name of the partnership, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the PROPOSER is:

The address of the principal place of business is:

2. If PROPOSER is corporation, answer the following:

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's name: _____
- d. Vice President's name: _____
- e. Secretary's name: _____
- f. Treasurer's name: _____
- g. Name and Address of Resident Agent: _____

3. If PROPOSER is an individual or a partnership, answer the following:

- a. Date of organization: _____
- b. Name, address and ownership units of all partners:

- c. State whether general or limited partnership: _____

4. If PROPOSER is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If PROPOSER is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?
Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this RFP solicitation. Please attach certificate of competency and/or state registration.

8. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the PROPOSER, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

9. A list of all enforcement actions against the facility for the last three (3) years including any consent orders entered, notices of violations received, and any judgments against the facility. Also, list the amount of any fines, penalties, or judgments, or other infractions in which the destination facility or facilities have received in the most current three (3) years of operation.

11. List and describe any disciplinary action, administrative proceeding, malpractice claim or other like proceeding against your Firm or any of its lawyers, whether current or pending, as well as any such action, proceeding or claim occurring during the last five (5) years.

12. Has the PROPOSER, its principals, officers or predecessors' organization(s) been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any governmental entity during the last five (5) years? If so, provide details.

13. Has the PROPOSER in the past four (4) years, been rendered a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the PROPOSER discriminated against its subcontractors, vendors, suppliers or commercial customers? If yes, PROPOSER shall provide a list of all instances to include but not limited to; description of the status or resolution of the complaint, including any remedial action taken. (Attach additional sheets as necessary)

The PROPOSER acknowledges and understands that the information contained in response to this Qualifications' Statement shall be relied upon by the Solid Waste Authority of Palm Beach County (AUTHORITY), in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract shall cause the AUTHORITY to reject the proposal, and if after the award, to cancel and terminate the award and/or contract.

(Signed): _____

(Printed Name): _____

(Title): _____

PROPOSAL FORM 10 – SCRUTINIZED LIST CERTIFICATION

CERTIFICATION PURSUANT TO
FLORIDA STATUTE §215.4725

ANALYTICAL LABORATORY SERVICES

RFP NO.: 20-202/DL

I, _____, on behalf of _____,
Print Name Name of Business

certifies that _____ does not:
Name of Business

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

As the person authorized to sign the statement, I certify that this Firm complies fully with the above requirements.

BIDDER'S SIGNATURE

DATE

**PART VI
ATTACHMENTS**

The following Exhibits are included:

EXHIBIT A – Analytical Results Hard Copy Format Sample

EXHIBIT B – Florida ADaPT Solid Waste Data Deliverable Specifications

The following Attachments are included:

Attachment A – Sample Agreement

Attachment B – Change to Utilization Plan

Attachment C – Post-Award Vendor Subcontracting Waiver Request

EXHIBIT A - ANALYTICAL RESULTS HARD COPY FORMAT

PROPOSER NAME:

Project Name:		Work Order # :	
Well Diameter (in):		Sheen :	
Depth to Water (ft):		Color :	
Total Depth (ft) :		Odor :	
Top of Casing (ft) :		Matrix :	

WACS Facility ID : _____	Sampling Date/Time : _____
WACS Test Site ID : _____	Report Period : _____
Well Name: _____	Well Purge (Y/N) : _____
Classification of Ground Water: _____	Well Type : () Background () Compliance
Ground Water Elevation (NGVD): _____	() Intermediate () Other

Storet Code	Parameter Monitored	Sampling Method Grab/Comp	Field Filter Y/N	Analysis Method	Analysis Date/Time	* Analysis Results/Units	Detection Limits/Units MDL PQL	Dilution Factor
-------------	---------------------	------------------------------	---------------------	-----------------	--------------------	--------------------------	-----------------------------------	-----------------

Parameter order

1. FIELD PARAMETERS
2. WET/GENERAL/OTHER CHEMISTRY
3. METALS ANALYSIS
4. ORGANICS

EXHIBIT A - ANALYTICAL RESULTS HARD COPY FORMAT (CONT.)

Work Order #:

Well Name:

Storet Code	Parameter Monitored	Sampling Method Grab/Comp	Field Filter Y/N	Analysis Method	Analysis Date/Time	* Analysis Results/Units	Detection Limits/Units		Dilution Factor
							MDL	PQL	

Remainder of Parameters continued in the same order

EXHIBIT B - FLORIDA ADaPT SOLID WASTE DATA DELIVERABLE SPECIFICATIONS

RFP ADaPT FILES EVALUATION

NOTE: Solid Waste Laboratory Data Deliverable (SWLDD) File Specifications and Solid Waste Field Deliverable Data (SWFDD) File Specifications may be found in the FDEP ADaPT DWM User Guide and the Error Check Guidance documents located at <https://floridadep.gov/waste/waste/content/adapt> under Reference Documents. The latest ADaPT application version may also be downloaded at the same web address.

START WITH A SCORE OF 24 POINTS

1) The Laboratory Data Deliverable (SWLDD):

- a) After running the LDD against library "DWM_Library_20130232" provided by the FDEP, are there any errors different than error type 0007? Deduct 2 points for each type of error found.
- b) In the column Client_Sample_ID are the terminations MS, MSD and DUP attached to the name of their parent sample without any space? (for example: 123456MS and not 123456 MS). Subtract 1 point for each instance in which the postscript is not attached directly to the name of the parent sample.
- c) In the Result column, do the results for LCS, LCSD, MS, MSD and Surrogates reflect an analytical result expressed in the units of concentration appropriate for each sample? (for example: 14.5 ug/L and not 83%). Deduct 1 point for each instance in which the reported Result equals the Percent Recovery or the Relative Percent Difference.
- d) On samples' records where a sample was diluted, was the MDL and the PQL multiplied by the dilution factor? Subtract 1 point for each instance.
- e) Does the Project Number reflect the Project Number stated in the Chain of Custody? Deduct 1 point only once if the Project Number doesn't reflect the Project Number in the Chain of Custody.
- f) Does the Project name reflect the Project Name stated in the Chain of Custody? Deduct 1 point only once if the Project Name doesn't reflect the Project Name in the Chain of Custody.
- g) Is the date/time information in the columns End_Date_Collected, Date_Prepared and Date_Analyzed in the format "mm/dd/yyyy hh:nn"? If the format in any of the date/time columns is different than "mm/dd/yyyy hh:nn", deduct 2 points.

2) The Field Data Deliverable (SWFDD):

- a) After running the FDD against the Field Error Check there should not be any errors. Deduct 5 points if there are any errors.
- b) Are all relevant samples listed in the FDD? (Relevant samples are all samples listed in the Chain of Custody). Deduct 1 point for each missing sample.
- c) Is the date/time information in the column Date_Sampled in the format "mm/dd/yyyy hh:nn"? If the format is different than "mm/dd/yyyy hh:nn", deduct 2 points.

3) SWLDD and SWFDD WACS comparison check: Once the SWLDD and the SWFDD are loaded into the ADaPT software, run the "Export WACS" action:

- a) Are any of the relevant samples declared as an error in the export error log? Deduct 1 point for each relevant sample related error.



YOUR PARTNER FOR
SOLID WASTE SOLUTIONS

SAMPLE AGREEMENT FOR

ANALYTICAL LABORATORY SERVICES

BETWEEN

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

AND

(NAME OF LABORATORY)

AGREEMENT NO. 20-XXX

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AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of (Month) _____, 2020, by and between **Solid Waste Authority of Palm Beach County**, a dependent special district created by Chapter 2001-331, Laws of Florida, as amended, (hereinafter referred to as AUTHORITY) and **CONSULTANT/CONTRACTOR** (hereinafter referred to as LABORATORY), a Corporation, whose Federal Employer ID Number is _____;

Whereas, in accordance with the AUTHORITY's Request for Proposals ("RFP") No. 20-202/DL, solicited to employ the services of the LABORATORY for the purpose of providing Analytical Laboratory Services, and;

Whereas, LABORATORY represents it is capable and prepared to provide such services.

Now, therefore, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE AND INCORPORATION OF RECITALS

The foregoing recitals are hereby incorporated herein by reference.

The Effective Date of this Agreement shall be (MONTH)(DAY)_____, 2020 and the Term of this Agreement shall expire on (MONTH)(DAY) _____, 2023.

The initial term of Agreement shall be for a three (3) year period, beginning on the Effective Date, unless otherwise terminated as provided herein. The AUTHORITY shall have the option of extending the Agreement for two (2) additional three (3) year periods, as approved by the AUTHORITY, in its sole and unfettered discretion, on the same terms and conditions. Such extension shall be in the form of a written Amendment to the Agreement executed by both parties.

ARTICLE 2 - SERVICES TO BE PERFORMED BY LABORATORY

LABORATORY shall perform the services as specifically stated in the Scope of Work, attached hereto and made a part hereof as EXHIBIT "A", and/or as may be specifically designated and authorized by the AUTHORITY. Such authorizations will be referred to as Work Assignments and shall each set forth the specific services required, the amount of compensation, and the completion date. In addition, in the rare event an analyte has to be subcontracted to another laboratory (i.e. infrequent parameters such as, radionucleotide, bacteria holding time, or equipment failure), the LABORATORY may employ the use of sub-contractors(s) whose services are necessary to the LABORATORY in the provision of services and upon specific approval for individual Work Assignments. In such case the sub-consultant, the specific services to be performed, and his/her compensation (including a not-to-exceed amount) shall be identified as part of the Work Assignment and approved by the AUTHORITY.

ARTICLE 3 - COMPENSATION

- 3.1 The AUTHORITY shall pay LABORATORY in accordance with the Fee Schedule, attached hereto and made a part hereof as EXHIBIT "B".
- 3.2 In addition, the parties may negotiate a lump sum or not-to-exceed amount on a per-project basis on an individual Work Assignment. Invoices must reference this Agreement along with the assigned purchase order number and the Work Assignment.
- 3.3 LABORATORY shall submit a monthly invoice for services rendered. Invoices shall include a statement of progress made regarding the Work Assignment, a description of services rendered and a breakdown of hours spent on the project. There shall be no reimbursable expenses allowable.

3.4 Payment of invoices shall be within thirty (30) days after receipt of a correct, fully documented invoice. All invoices shall be delivered to:

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412
Attn: Accounts Payable

3.5 LABORATORY will clearly mark its final/last billing with the words "Final Invoice". This will certify that all services have been fully performed under this Agreement and that all charges and costs have been invoiced to the AUTHORITY. Thereupon, this account will be closed and any additional charges or costs, not included in the Final Invoice, shall be waived by LABORATORY. The AUTHORITY shall not be liable for the payment of any such additional charges or costs not included in the Final Invoice.

ARTICLE 4 - INSURANCE

4.1 During the performance of the Services under this Agreement, LABORATORY shall maintain the following insurance policies, written by an insurance company authorized to do business in Florida.

1. **General Liability** Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence, and with property damage limits of not less than \$1,000,000 for each occurrence.
2. **Automobile Liability** Insurance with bodily injury limits of not less than \$500,000 for each person and not less than \$500,000 for each accident and with property damage limits of not less than \$500,000 for each accident.
3. **Workers' Compensation** Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$500,000 for each accident, \$500,000 for each disease, and \$500,000 aggregate.
4. **Pollution Liability** Insurance with limits of not less than \$1,000,000 annual aggregate.

4.2 Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusions, said exclusions shall be so indicated on the certificate(s) of insurance.

4.3 LABORATORY shall furnish AUTHORITY **Certificates of Insurance**, which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least **thirty (30) days** written notice has been made to the AUTHORITY. LABORATORY shall include AUTHORITY as an **Additional Insured** on the General Liability, Pollution Liability, and Automobile Liability insurance policy required by the Agreement. All of LABORATORY'S sub-consultants shall be required to include AUTHORITY and LABORATORY as **Additional Insureds** on all of their liability insurance policies.

4.4 In the event that sub-consultants used by the LABORATORY do not have insurance, or do not meet the insurance limits, LABORATORY shall indemnify and hold harmless the AUTHORITY for any claim in excess of the sub-consultants insurance coverage.

4.5 The LABORATORY shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the AUTHORITY.

ARTICLE 5 - STANDARD OF CARE

5.1 LABORATORY shall exercise the same degree of care, skill, and diligence in the performance of the Analytical Laboratory Services as is ordinarily provided by comparable professionals under similar circumstances and

LABORATORY shall, at no additional cost to AUTHORITY, re-perform services which fail to satisfy the foregoing standard of care.

- 5.2 The LABORATORY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 - INDEMNIFICATION

6.1 GENERAL

Having considered the risks and potential liabilities that may exist during the performance of the services and in consideration of the promises included herein, AUTHORITY and LABORATORY agree to allocate such liabilities in accordance with this Article 6.

6.2 INDEMNIFICATION

The LABORATORY shall indemnify and hold harmless the AUTHORITY, and its officers and employees, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the LABORATORY and other persons employed or utilized by the LABORATORY in the performance of the Agreement.

6.3 SURVIVAL

Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.

ARTICLE 7 - INDEPENDENT LABORATORY

- 7.1 The LABORATORY is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Consultant, and not an employee, agent, or servant of the AUTHORITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the LABORATORY'S sole direction, supervision, and control. The LABORATORY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the LABORATORY'S relationship and the relationship of its employees to the AUTHORITY shall be that of an Independent Consultant and not as employees or agents of the AUTHORITY.

- 7.2 The LABORATORY does not have the power or authority to bind the AUTHORITY in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 8 - AUTHORITY TO CONDUCT BUSINESS

The LABORATORY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 9 - COMPLIANCE WITH LAWS

In performance of the Services, LABORATORY will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

ARTICLE 10 - SUB-CONSULTANT

- 10.1 The AUTHORITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant under this Agreement.

- 10.2 If a sub-consultant fails to perform or make progress, as required by this Agreement, and it is necessary to

replace the sub-consultant to complete the work in a timely fashion, the LABORATORY shall promptly do so, subject to acceptance of the new sub-consultant by the AUTHORITY.

ARTICLE 11 - FEDERAL AND STATE TAXES

The AUTHORITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the AUTHORITY will provide an exemption certificate to LABORATORY. The LABORATORY shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the AUTHORITY, nor shall the LABORATORY be authorized to use the AUTHORITY'S Tax Exemption Number in securing such materials.

ARTICLE 12 - AVAILABILITY OF FUNDS

The obligations of the AUTHORITY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of the Solid Waste Authority of Palm Beach County.

ARTICLE 13 - AUTHORITY'S RESPONSIBILITIES

AUTHORITY shall be responsible for providing access to all project sites, and providing information on hand required by LABORATORY, including; existing reports, studies, financial information, and other required data that are available in the files of the AUTHORITY.

ARTICLE 14 - DEFAULT

- 14.1 The AUTHORITY may, by written notice of default to the LABORATORY, terminate the Agreement in whole or in part if the LABORATORY: a) fails to satisfactorily perform any provisions of this Agreement; b) or fails to make progress so as to endanger performance under the terms and conditions of this Agreement; c) or repeatedly fails to perform; d) or does not remedy any such failure within a period of ten (10) days (or such period as the Director of Purchasing Services may authorize in writing) after receipt of notice from the Director of Purchasing Services specifying such failure. In the event the AUTHORITY terminates this Agreement in whole or in part because of default of the LABORATORY, the AUTHORITY may, in its sole and unfettered discretion, procure goods and/or services similar to those terminated, and the LABORATORY shall be liable for any excess costs incurred due to this action.
- 14.2 If it is determined that the LABORATORY was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of the LABORATORY), the rights and obligations of the parties shall be those provided in Article 15 – Termination for Convenience.

ARTICLE 15 – TERMINATION FOR CONVENIENCE

- 15.1 The Director of Purchasing Services may, whenever the interests of the AUTHORITY so require, terminate the Agreement, in whole or in part, for the convenience of the AUTHORITY. The Director of Purchasing Services shall give five (5) days prior written notice of termination to the LABORATORY, specifying the portions of the Agreement to be terminated and when the termination is to become effective. If only portions of the Agreement are terminated, the LABORATORY has the right to withdraw, without adverse action by the AUTHORITY, from the entire Agreement.
- 15.2 Unless directed differently in the Notice of Termination, the LABORATORY shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified on the date given in the Notice of Termination. Additionally, unless directed differently, the successful LABORATORY shall terminate outstanding orders and/or subcontracts related to the terminated work.
- 15.3 Unless the LABORATORY is in breach of this Agreement, the LABORATORY shall be paid for services rendered to the AUTHORITY'S satisfaction through the date of termination.

ARTICLE 16 - UNCONTROLLABLE FORCES

- 16.1 Neither the AUTHORITY nor LABORATORY shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- 16.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 17 – JURISDICTION, VENUE, WAIVER OF JURY TRIAL AND REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be in a State court of competent jurisdiction located in Palm Beach County. With the exception of the choice of law and venue provisions contained herein, no remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No single or partial failure by any party to exercise any right, power, or remedy hereunder, shall preclude that party from exercising that right, power or remedy in the future. **THE AUTHORITY AND LABORATORY FREELY AND VOLUNTARILY AGREE TO WAIVE ITS RESPECTIVE RIGHT TO A JURY TRIAL ON ANY ISSUE(S) SO TRIABLE.**

ARTICLE 18 – COMMERCIAL NON-DISCRIMINATION POLICY

As a condition of entering into this Agreement, the LABORATORY represents and warrants that it will comply with the AUTHORITY's Commercial Non-Discrimination Policy, as described in Section 6.3 of the AUTHORITY's Purchasing Manual, including subsequent amendments thereto, if any. As part of such compliance, the LABORATORY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the LABORATORY retaliate against any person for reporting instances of such discrimination. The LABORATORY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the AUTHORITY's relevant marketplace in Palm Beach County. The LABORATORY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the LABORATORY from participating in AUTHORITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. The LABORATORY agrees and understands that the provisions of Section 6.3 of the AUTHORITY's Purchasing Manual are incorporated herein by reference and that the LABORATORY is familiar with the contents of same. LABORATORY shall incorporate this Section into each of its subcontractor and supplier agreements entered into pursuant to AUTHORITY contracts.

ARTICLE 19 - WAIVER

A waiver by either AUTHORITY or LABORATORY of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with

knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 20 - SEVERABILITY

20.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

20.2 The provisions of this section shall not prevent the entire Agreement from being void if a provision which is of the essence of the Agreement is determined to be void.

ARTICLE 21 - ENTIRETY OF AGREEMENT AND MODIFICATION

The AUTHORITY and the LABORATORY agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the AUTHORITY and LABORATORY pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties thereto.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

AUTHORITY and LABORATORY each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to such other party's, the party's partners, successors, executors, administrators, assigns, and legal representatives. LABORATORY shall not assign this Agreement without the express written approval of the AUTHORITY via executed amendment.

ARTICLE 23 - CONTINGENT FEES

The LABORATORY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the LABORATORY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the LABORATORY, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 24 - TRUTH-IN-NEGOTIATION CERTIFICATE

24.1 Execution of this Agreement by the LABORATORY shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

24.2 The said rates and costs shall be adjusted to exclude any significant sums should the AUTHORITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The AUTHORITY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 25 - OWNERSHIP OF DOCUMENTS

LABORATORY shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the AUTHORITY for its use and/or distribution as may be deemed appropriate by the AUTHORITY in its sole and unfettered discretion.

ARTICLE 26 - PUBLIC RECORDS, ACCESS AND AUDITS

26.1 It is the intent of this Article to maintain compliance with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended.

26.2 **DESIGNATED RECORDS CUSTODIAN CONTACT INFORMATION:**

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

RECORDS MANAGER

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

7501 NORTH JOG ROAD

WEST PALM BEACH, FL 33412

561-640-4000 EXT. 4606

RECORDSCUSTODIAN@SWA.ORG

26.3 The LABORATORY shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work, in accordance with the timeframes and classifications for records retention as per the General Records Schedule GS1-SL for State and Local Government Agencies (see: <https://dos.myflorida.com/library-archives/records-management/general-records-schedules/>) after completion or termination of this Contract. Upon AUTHORITY'S request, LABORATORY shall provide AUTHORITY with access to such records during normal business hours at a location within Palm Beach County for purposes of inspection or audit.

26.4 Notwithstanding anything herein to the contrary, the LABORATORY expressly acknowledges that: i) it is providing a specific service to the AUTHORITY in the performance of this Contract; ii) acting on behalf of the AUTHORITY in the performance of this Contract; iii) that it has read and is familiar with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended, and both understand its responsibility and obligation to comply with this law; and iv) to the extent any question(s) arise regarding its duties to produce public records, it shall contact the Records Manager with same.

26.5 Any public records requests directed to, or related in any way to this contract shall be directed solely to the Records Manager. If the requested records are not in the possession of the Records Manager they shall immediately notify the LABORATORY and the LABORATORY must provide the records or allow access to the records within a reasonable time. A LABORATORY who fails to provide the records to the public agency within a reasonable time may be subject to penalties under Florida Statutes (F.S) §119.10, and §119.10(2) provides that a person who willfully and knowingly violates the Public Records Act commits a misdemeanor of the first degree, which is punishable by up to a year in jail and a fine not to exceed \$1,000.

26.6 Therefore, the LABORATORY is required to:

- 1) Keep and maintain public records that ordinarily and necessarily would be required by the AUTHORITY in order to perform the service;
- 2) Upon AUTHORITY's request from the AUTHORITY's Records Manager; provide the AUTHORITY with a copy of the requested records to allow the records to be inspected or copied within a reasonable time on the same terms and conditions that the AUTHORITY would provide the records at a cost that does not exceed the cost provided by Florida law;
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following the completion of the Agreement if the LABORATORY does not transfer the records to the AUTHORITY; and
- 4) Upon completion of the Agreement, transfer at no cost to the AUTHORITY, all public records in possession of the LABORATORY or keep and maintain public records to the AUTHORITY upon completion or termination of the Agreement; the LABORATORY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LABORATORY keeps and maintains public records upon completion of the Agreement, the LABORATORY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the AUTHORITY, upon request from the AUTHORITY's Records Manager, either during performance of the Agreement or after termination or completion of the Agreement in a format that is compatible with the information technology systems of the AUTHORITY.

26.7 Failure of the LABORATORY to comply with these requirements shall be a material breach of this Contract.

ARTICLE 27 - INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General (OIG), Ordinance No. 2009-049 which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. The AUTHORITY has entered into an Interlocal Agreement (ILA) for Inspector General Services. This agreement provides for the Inspector General to provide services to the AUTHORITY in accordance with the authority, functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with the AUTHORITY and receiving AUTHORITY funds shall fully cooperate with the Inspector General including providing access to records relating to this agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the LABORATORY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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ARTICLE 28 - NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

AS TO AUTHORITY

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412
Attention: Executive Director
Office No.: 561-640-4000 Fax No.: 561-640-3400

AS TO LABORATORY

(Legal Name of LABORATORY)
Address #1
Address #2
City/State/Zip Code

Attention: _____, TITLE
Office No.: _____ Fax No.: _____ E-Mail: _____

Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of LABORATORY and AUTHORITY.

ARTICLE 29 - CONTRACT ADMINISTRATION

Services of LABORATORY shall be under the general direction of **Director of Environmental Programs**, or designee, who shall act as the AUTHORITY'S representative during the term of the Agreement.

ARTICLE 30 - KEY PERSONNEL

LABORATORY shall notify AUTHORITY in the event of key personnel changes which might affect this Agreement. Notification shall be made within ten (10) days of said changes. AUTHORITY has the right to reject proposed changes in key personnel. The following personnel shall be considered four (4) key personnel:

_____ – Laboratory Director
Cell No.: XXX-XXX-XXXX E-Mail: _____

_____ – Technical Manager
Cell No.: XXX-XXX-XXXX E-Mail: _____

_____ – QA Manager/Officer
Cell No.: XXX-XXX-XXXX E-Mail: _____

_____ – Project Manager
Cell No.: XXX-XXX-XXXX E-Mail: _____

ARTICLE 31 – EQUAL BUSINESS OPPORTUNITY PROGRAM:

The Governing Board of the AUTHORITY has implemented the Economic Inclusion Policy administered by the Equal Business Opportunity (EBO) Program Office to ensure that all segments of its business population including, but not limited to, local, small, minority, and women-owned businesses, have an equitable opportunity to participate in the AUTHORITY'S procurement process, in accordance with Section 6.1 through 6.4 of the Purchasing Manual, which is hereby incorporated herein. Program tools and solicitation incentives are hereby referred to as the Affirmative Procurement Initiatives (API).

A. Affirmative Procurement Initiative (API):

The AUTHORITY has applied the following contract-specific Affirmative Procurement Initiative to this Agreement. LABORATORY hereby acknowledges and agrees the selected API requirement shall also be extended to any change order or subsequent contract modification, and absent EBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement.

SBE PARTICIPATION:

The AUTHORITY established a Direct Contracting API for Small Business Enterprise (SBE) participation in this Agreement in accordance with the solicitation. The SBE Prime firm must perform Eighty percent (80%) of the total contract. All firms must perform a "Commercially Useful Function" on this contract. See Definition Section of the Purchasing Manual as incorporated herein.

B. Subcontractor/Supplier Utilization Plan:

The Subcontractor/Supplier Utilization Plan submitted by the LABORATORY to AUTHORITY with its proposal for this contract contains the names of the certified SBE Sub-consultants to be used by LABORATORY on this contract, the respective percentages and dollar value of the total prime contract dollar value to be awarded and performed by each SBE Sub-consultant, and documentation including a description of each SBE Sub-consultant's scope of work and confirmation of each SBE sub-consultant's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached as EXHIBIT "C" and incorporated by reference into the material terms of this Agreement. In the absence of a waiver granted by the EBO, the failure of LABORATORY to attain this subcontracting goal for SBE firm participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and grounds for termination of the contract with the AUTHORITY, and may result in debarment from performing future AUTHORITY contracts, withholding of payment for retainage up to the dollar amount of the underutilization below the agreed upon SBE subcontracting goal, and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the EBO Program Policy, or under any other law.

C. Calculating S/M/WBE Participation:

The percentage of participation shall be calculated by dividing the sum of the contract value performed by the Certified SBE Prime Bidder that provides goods and/or services necessary to support the required services under this Agreement and the payments made to the Certified SBE Subcontractors included in the LABORATORY's Subcontractor/Supplier Utilization Plan, if any, by the contract amount.

The goal is to encourage doing business with certified local SBE firms with certifications from any certifying organization in the State of Florida approved by the AUTHORITY. For the purpose of this requirement, an eligible local SBE firm included in the LABORATORY's plan submitted in response to the solicitation giving rise to this Agreement must have had a valid certification prior to the due date for responses to solicitation. Certified local SBE firms added after contract award must have a valid certification prior to the date upon which they are added. Furthermore, such firms shall be domiciled in Palm Beach County as defined in the AUTHORITY's Purchasing Manual, Section 6, incorporated herein, as of the aforementioned dates required for certification.

D. Demonstration of Good Faith Effort:

LABORATORY is required to demonstrate a Good Faith Effort, as defined in the AUTHORITY's Purchasing Manual, to accomplish the Affirmative Procurement Initiative as described in Paragraph "A" of Section 7.5, and to meet the commitments in the SBE Subcontractor/Supplier Utilization Plan, attached as EXHIBIT "C". No additions, deletions, substitutions or modifications to the Subcontractor/Supplier Utilization Plan may be made without the prior approval of the EBO office. Requests for additions, deletions, substitutions or modifications must be submitted in writing and shall state the nature of the requested change, and in the case of requested additions or substitutions, the SBE Subcontractor/Supplier name, scope of work, and dollar value of work to be performed in addition to any other documentation requested by the EBO office. Upon approval, this request shall constitute a duly authorized modification of this Agreement and considered an amendment hereto by consent of the parties satisfying the requirements of the Agreement without necessity of further action of any type by the parties. Among other things, in demonstration of a Good Faith Effort in relation to this Agreement, LABORATORY shall follow all requirements of the EBO Program, including:

1. If LABORATORY is unable to meet the participation requirements for SBEs specified in its Subcontractor/Supplier Utilization Plan, the LABORATORY shall seek substitute or additional SBEs to fulfill the requirements; the requested substitution must be approved by the Director of the EBO Office or designee and the Originating Department Director or designee.
2. If, after reasonable Good Faith Efforts, the LABORATORY is unable to find an acceptable substitute or additional SBE, a post-award waiver shall be requested. The request shall document the reasons for the LABORATORY's inability to meet the goal requirement. In the event the LABORATORY is found not to have performed Good Faith Efforts in its attempt to find a suitable substitute or additional for the initial SBE proposed utilization, the contract may, in the AUTHORITY's sole and unfettered discretion, be terminated for material breach and or AUTHORITY may pursue such other penalties and sanctions permitted by law.
3. If requesting a post-award vendor subcontracting waiver, the LABORATORY shall request waiver of a specified subcontracting goal by submitting a Post-Award Vendor Subcontracting Waiver Request Form (ATTACHMENT "B"). Documentation and supporting evidence of all Good Faith Efforts made to comply with the subcontracting goal must also be submitted. **LABORATORY shall submit request by visiting swa.gob2g.com.**

E. Equal Business Opportunity (EBO) Program Compliance – General Provisions

1. LABORATORY acknowledges that the AUTHORITY's EBO Program is in furtherance of the AUTHORITY's efforts at economic inclusion, and that LABORATORY's commitments including, but not limited to, the Subcontractor/Supplier Utilization Plan, are part of LABORATORY's scope of work as referenced in the AUTHORITY's solicitation that formed the basis for contract award and subsequent execution of this Agreement. LABORATORY's compliance with the EBO Program and exercise of a Good Faith Effort to achieve the SBE Participation Goals are considered by the parties to this Agreement to be material terms. LABORATORY voluntarily agrees to fully comply with the EBO Program terms as a condition for being awarded this contract by the AUTHORITY. Without limitation, LABORATORY further agrees to the following terms as part of its contract compliance responsibilities under the EBO Program:

- a) LABORATORY shall cooperate fully with the EBO Office and other AUTHORITY departments in their data collection and monitoring efforts regarding LABORATORY's utilization and payment of all of its subcontractors and suppliers, including both SBE and non-SBE firms for their performance of Commercially Useful Functions on this contract, including, but not limited to, the timely submission of completed forms to the Office of EBO as specified in the EBO Program Policy & Procedures, the timely reporting of payments, and entry of data into the **Equal Business Opportunity Management System**, and ensuring the timely compliance of its subcontractors and suppliers with this requirement. **LABORATORY shall report and enter data by visiting swa.gob2g.com;**
- b) LABORATORY shall cooperate fully with any AUTHORITY or EBO investigation (and shall also respond truthfully and promptly to any AUTHORITY or EBO inquiry) regarding possible non-compliance with EBO Program requirements on the part of LABORATORY or its Sub-consultants or suppliers;
- c) LABORATORY shall permit the EBO, upon reasonable notice, to undertake inspections as necessary, including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Sub-consultants and workers to determine whether there has been a violation of the terms of this Agreement;
- d) LABORATORY shall immediately notify AUTHORITY through the EBO or the Originating Department for this contract of any proposed changes to LABORATORY's Sub-consultant/Supplier Utilization Plan, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by LABORATORY to replace the Sub-consultant/Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Sub-consultant/Supplier Utilization Plan, including, but not limited to, proposed self-performance of work by LABORATORY of work previously designated for performance by Sub-consultant or supplier, substitutions of new Sub-consultants, terminations of previously designated Sub-consultants, or reductions in the scope of work and value of work awarded to Sub-consultants or suppliers by submitting a Post Award Vendor Subcontracting Waiver Request (ATTACHMENT "B") and Change To Utilization Plan form (ATTACHMENT "A"), and shall be subject to advanced written approval by the Originating Department and the EBO;
- e) LABORATORY shall immediately notify the Originating Department and EBO of or change in its ownership or business structure;
- f) LABORATORY shall retain all records of its Sub-consultant payments for this contract for a minimum of five (5) years following the conclusion of this contract;
- g) In instances wherein the EBO determines that a Commercially Useful Function is not actually being performed by the SBE firms listed in a LABORATORY's Sub-consultant/Supplier Utilization Plan, the LABORATORY shall not be given credit for the participation of its SBE subcontractor(s) or joint venture partner(s) towards attainment of SBE firm utilization goals, and the LABORATORY and its listed SBE firms may be subject to sanctions and penalties in accordance with the EBO Program Policy and Procedures;
- h) LABORATORY acknowledges that the AUTHORITY will not execute an agreement for this project until the LABORATORY and each of its Sub-consultants for this project have registered and/or maintained active status in the AUTHORITY's Equal Business Opportunity Management System and LABORATORY has represented to AUTHORITY which primary commodity codes each registered Sub-consultant will be performing under for this contract;
- i) LABORATORY acknowledges that the AUTHORITY will not execute an agreement for this project until the LABORATORY provides an executed agreement with each of its SBE Sub-consultants or suppliers with a contract term having the same as with this Agreement at a minimum.

F. Affirmative Procurement Initiatives - Compliance

1. Prompt Payment:

Upon execution of this contract by LABORATORY, LABORATORY shall be required to submit to AUTHORITY accurate payment information with each invoice regarding each of its Sub-consultants to ensure that the LABORATORY's reported subcontract participation is accurate. LABORATORY shall pay its Sub-consultants in compliance within timeframes set forth in accordance with the Florida Local Government Prompt Payment Act, or within ten (10) days of receipt of payment from the AUTHORITY.

2. Violations:

In addition to the above, LABORATORY acknowledges and agrees that it is a violation of the EBO Program Policy and Procedures and a material breach of this Agreement to:

- a) Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE for purposes of benefitting from the EBO Program;
- b) Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the EBO Program;
- c) Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE firm;
- d) Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the EBO Program; and
- e) Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the EBO Program.

3. Penalties, Sanctions and Debarment:

Any person who violated the provisions of this section shall be subject to the sanctions and penalty provisions of Section 6.1 through 6.4 of the AUTHORITY's Purchasing Manual, as incorporated herein by reference that include, but are not limited to:

- a) Suspension of contract;
- b) Withholding of funds;
- c) Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
- d) Refusal to accept a response or proposal to a future bid or RFP;
- e) Debarment of a Respondent, Contractor or other business firm from eligibility for providing goods or services to the AUTHORITY for a period not to exceed three (3) years (subject to change upon AUTHORITY Board approval); and

- f) Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the contract, and the dollar value of S/M/WBE participation as actually achieved.

ARTICLE 32 - SCRUTINIZED COMPANIES

- 32.1 As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or is engaged in business operations in Cuba or Syria.

If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

- 32.2 As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

ARTICLE 33 - AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES

- 33.1 The LABORATORY agrees that this Agreement constitutes an offer to all State and local government agencies of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this Agreement should the LABORATORY deem it in the best interest of their business to do so.

- 33.2 The Agreement in no way restricts or interferes with any State or local government agencies of the State of Florida from re-solicitation.

ARTICLE 34 – THIRD PARTY BENEFICIARY DISCLAIMER

It is not the intention of these documents to create third party beneficiary status in any person or entity that is not a direct party to this Agreement, and no language in this Agreement should be construed or interpreted as creating a third party beneficiary.

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In Witness Whereof, the Solid Waste Authority of Palm Beach County, and (NAME OF LABORATORY) has executed this Agreement all as of the day and year first above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

WITNESS:
1. _____
2. _____

By: _____
Daniel Pellowitz
Executive Director

(SEAL)

APPROVED AS TO LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND CONDITIONS:

By: _____
Howard J. Falcon, III
General Counsel

Signature

Print Name

Title

ATTEST:

Corporate Secretary

LABORATORY:

Authorized Signature

Print Name

Title

Date

WITNESS:
1. _____
2. _____

(Affix Corporate Seal)

SCOPE OF WORK

A. INTRODUCTION

1. The AUTHORITY requires analytical laboratory services for demonstrating compliance with all Florida Department of Environmental Protection (FDEP) permit specifications and other monitoring requirements for Landfills, Transfer Stations, Waste-to-Energy Facilities, Deep Injection Well System, Recycling Facilities, and Disaster Debris Management Sites (DDMS). The LABORATORY 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 AUTHORITY with respect to their monitoring program.
2. There are approximately two-hundred and forty (240) groundwater monitoring wells, surface water and wastewater sample points, all scheduled to be monitored at varying intervals on an annual basis. Additionally, the Scope of Work also requires quality control samples, trip and equipment blanks. Estimates of wells and/or parameters are subject to change. In addition to groundwater monitoring, water quality samples may be taken from various other sites for purposes of determining compliance with industrial wastewater, surface water quality, or stormwater regulations. Samples may also include those from other monitoring wells, surface water sites, leachate collection systems, soils, biosolids, incinerator ash, cuttings from monitor well installation, and any other samples necessitating laboratory analysis for investigative analysis.
3. AUTHORITY staff will conduct related activities, such as sample collection, measurements of groundwater levels, rainfall measurements and reporting, as specified in the Ground Water Monitoring Plan and other permits. Sampling services may be required on an as needed basis from SCOPE A only, as described below.

B. WORK OBJECTIVE

The Work Objective is to:

1. Perform comprehensive analytical laboratory services of water quality, soils, ash, and leachate for AUTHORITY landfills, transfer stations, waste-to-energy facilities, DDMS, and other recycling facilities as specified by regulatory timeframes in various Federal, State, and local permits.
2. Meet specified holding times and produce highly accurate data.
3. Submit data timely in the appropriate ADaPT format.

C. SCOPE OF WORK

Duties of the LABORATORY for Analytical Laboratory Services include testing, quality assurance/control and data reporting in Florida ADaPT Electronic Data Deliverable (EDD) format relating to the following SCOPE Categories:

<SELECT APPROPRIATE SCOPE>

SCOPE A: REGULATORY COMPLIANCE AND INVESTIGATIVE ANALYSIS

Required Methodology:

Metals, Nutrients, Demands, Organic Extractables, General Parameters I & II, Microbiology, Pesticides/Herbicides/PCBs, Purgeable Organics, EPA 40 CFR Part 258 Appendix I & II, and Basic Environmental Laboratory (Note: see Analyte Method Tables provided in PROPOSAL FORM 2A)

Sampling Matrices Include:

Groundwater, Non-Potable Water, Leachate, Industrial Wastewater, Surface Water, Stormwater, Drinking Water, and Solids (i.e., Incinerator ash, Biosolids, Contaminated Soils, Borings, Soils, etc.)

SCOPE B: REGULATORY COMPLIANCE AND SUPPORT (RESERVED FOR SMALL BUSINESS ENTERPRISES (SBE) ONLY)

Required Methodology:

Metals, Nutrients, Demands, Organic Extractables, General Parameters I & II, Microbiology, Purgeable Organics, EPA 40 CFR Part 258 Appendix I and Basic Environmental Laboratory (Note: see Analyte Method Tables provided in PROPOSAL FORM 2A)

Sampling Matrices Include:

Groundwater, Non-Potable Water, Leachate, Industrial Wastewater, Surface Water, Stormwater, and Drinking Water

The work generally encompasses the analysis and reporting of samples listed in the Table of Scheduled Testing. The general analytical requirements are shown in Tables A1 and A2 below. Note: The general analytical requirements and estimates of wells/parameters shown in Tables A1 and A2 are subject to change. This table does not guarantee work.

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<SELECT APPROPRIATE SCOPE>

These tables are provided as an estimate of analytical testing and do not guarantee work.

TABLE A.1. SCOPE A - SCHEDULE OF ANALYTICAL TESTING PER YEAR

SCOPE A: Regulatory Compliance and Investigative Analysis	Sampling Matrices	Sampling Frequency	# of sample points	Blanks/dups	total # of sample points/ year
Central County Transfer Station Wells ⁵	Groundwater	Quarterly	8	2	40
Central County Transfer Station Surface Water ⁵	Surface Water	Quarterly	1	1	8
Dyer Landfill Wells ³	Groundwater	Quarterly	32	3	140
Dyer Landfill Surface Sites	Surface Water	2/year	4	1	10
Lantana Hills Golf Course Surface Discharge ¹	Surface Water	Quarterly	1	2	12
PBREP LANDFILL (SITE-7) Monitoring Wells	Groundwater	2/year	39	2	82
PBREP LANDFILL (SITE-7) Monitoring Well EI	Groundwater	2/year	1	0	2
PBREP LANDFILL (SITE-7) Surface Water	Surface Water	Quarterly	1	2	12
PBREP SITE 7 Class I Deep Injection Well	Industrial Wastewater	1/year	2	2	4
PBREP SITE 7 Class I Deep Injection Well Additional	Industrial Wastewater	1/year	2	1	3
PBREP SITE - 7 Underground injection control wells – Wells (MW-1 & MW-2) ¹	Groundwater	Monthly	2	1	48
PBREP SITE - 7 Underground injection control wells – Wet Well	Industrial Wastewater	Monthly	2	2	64
PBREP SITE - 7 Underground injection control wells – MW-1 Upper Zone	Groundwater	Monthly	1	0	16
PBREP SITE - 7 Underground injection control wells – MW-1 Upper Zone Additional	Groundwater	Monthly	1	0	16
PBREP (SITE-7) Monitoring wells additional	Groundwater	Quarterly	17	5	88
PBREP (SITE-7) Lab QA/QC		Quarterly	4	0	16
PBREP (SITE-7) ISW's	Groundwater	Quarterly	13	1	56
PBREP (SITE-7) Wells additional special	Groundwater	2/Quarter	11	0	22
PBREP(SITE-7) Investigative Project (Piezometers)	Groundwater	Quarterly	40	3	172
TOTAL			182	28	811

Regulatory Compliance

¹ Field blanks optionalEstimated Cost ³ 1st qtr includes VOCs, pest, herbicides⁵ 2nd quarter includes VOC's

TABLE A2. SCOPE B (SBE only) SCHEDULE OF ANALYTICAL TESTING PER YEAR

SCOPE B (SBE Only): Regulatory Compliance and Investigative Analysis	Sampling Matrices	Sampling Frequency	# of sample points	Blanks/dups	total # of sample points/ year
Dyer Landfill Surface Water Discharge	Surface Water	Monthly	1	2	48
PBREP (SITE-7) Surface Discharge for SFWMD ⁴	Surface Water	Qtr	1	1	8
PBREP LANDFILL (SITE-7) NPDES ²	Stormwater	qtr/5 yrs ²	1	1	8
PBREP(SITE-7) Utilities boiler feed water	Non-potable Water	Qtr	2	1	12
PBREP (SITE-7) Compost wells	Groundwater	Qtr	17	1	72
PBREP (SITE-7) Compost ISW's	Groundwater	Qtr	13	1	56
PBREP(SITE-7) Rookery surface water	Surface Water	Qtr	4	1	20
PBREP (SITE-7) Surface water (WCA)	Surface Water	2/year	1	2	6
PBREP (SITE-7) Biosolids (TSS)	Industrial Wastewater	weekly	2	0	104
PBREP (SITE-7) Injection pad monitoring wells	Groundwater	Qtr	5	1	24
PBREP (SITE-7) Lab QA/QC	Non-potable Water	Qtr	4	0	16
LANTANA ISW's ¹	Groundwater	Qtr	6	1	28
TOTAL			57	12	402

Regulatory Compliance

Estimated Cost ¹ Field blanks optional² Sampling once a quarter every 5 years⁴ 1st and 3rd quarters include VOCs

LABORATORY must currently maintain their certification from the Florida Department of Health Environmental Laboratory Certification Program (FLDOH ELCP) for the categories listed above, and must also be able to maintain all applicable standards of the National Environmental Laboratory Accreditation Program (NELAP).

To ensure sample integrity and analysis is within required holding times, only a LABORATORY within a 200 mile radius of the AUTHORITY'S Administration Building shall be used. For LABORATORY with satellite facilities, seventy-five percent (75%) of the AUTHORITY'S analysis must be completed within the 200 mile radius of the AUTHORITY and ninety-five percent (95%) within the State of Florida. The LABORATORY must maintain the ability to perform up to 20,000 determinations for SCOPE A and up to 6,000 determinations for SCOPE B (SBE only) in house per quarter from 881 sample points for SCOPE A and 402 sample points for SCOPE B (SBE only) including, but not limited to groundwater, surface water, storm water, landfill leachate, industrial wastewater, municipal solid waste (MSW) incinerator ash, soil (SCOPE A only), and de-watered sludge samples (SCOPE A only).

To ensure the AUTHORITY'S permit requirements are met, the LABORATORY shall provide a final report in both hard copy and FDEP's electronic Automated Data Processing Tool (ADaPT) format within twenty one

(21) calendar days from receipt of the sample. The LABORATORY must maintain proficiency studies having passing results of at least ninety percent (90%) of the combined total of the two years of Water Pollution (WP) and Water Supply (WS) studies (SCOPE A and B (SBE only)), and Soil Studies (SCOPE A only).

D. ANALYTICAL LABORATORY REPORT

The AUTHORITY requires all analytical laboratory reports to be submitted via email in hard copy (.pdf document) and electronic format. All hard copy reports must be accompanied with its respective Chain-of-Custody, field sheets, invoice, and quality assurance data. All electronic data shall be submitted in ADaPT format.

1. The AUTHORITY will provide the contracted LABORATORY a sample request letter prior to the beginning of each quarterly sampling period which will delineate the Project ID, analyses required, the sampling matrix, permit numbers and Sample ID's. The corresponding report for each sampling event shall include only the parameters requested for that event. Analytical testing varies and is dependent upon individual permits or required lists. Some permits request specific compounds using specific test methods. Some permits require a few parameters from a specific test method. Only the parameters listed from the permit will be reported. Some parameters will come from a specific list such as EPA Method 8021, 40 CFR Part 258, Appendix I or Appendix II. If a particular parameter is requested and the LABORATORY reports all the compounds for the test method on the report, the LABORATORY will be required to remove all the over-reported parameters and resubmit the report.
2. In the rare event an analyte has to be subcontracted to another laboratory (i.e., infrequent parameters, such as radionuclide, bacteria holding time, or equipment failure), the AUTHORITY must be informed of and approve the subcontracted laboratory. All subcontracted analysis shall be incorporated into the report and the subcontract laboratory must be identified (i.e. FDOH ID). Do not include subcontracted analysis as an attachment or separate report.
3. At a minimum, the hard copy report will conform to the AUTHORITY'S preferred format (EXHIBIT C Note-Analytical Results Hard Copy Format). All results must be a numeric value (no results can be reported as U, BDL or ND text). Results less than the MDL must be reported with a "<" accompanied with the MDL value (hard copy only). Appropriate qualifiers must follow the result and a case narrative is required in the beginning or end of the report for all qualified results. The following information listed as items (a) through (p) must appear on the first page of each sampling location, with items (a) through (g) to be situated at the top of the page as a Header above items (h) through (p). Items (q) through (aa) must appear in tabular form on the first page. If the report exceeds one page, any additional pages must have only item numbers (a) and (l) referenced on the top with item numbers (q) through (aa) continued.
 - a. Work Order Number *
 - b. Depth to Water (ft)
 - c. Total Depth (ft)
 - d. Top of Casing (ft)
 - e. Project Name
 - f. Sample Appearance (Sheen/Color/Odor)
 - g. Sample Matrix
 - h. Facility WACS ID
 - i. WACS Test Site ID #
 - j. Sampling Date/Time
 - k. Report Period (Yr./Qtr.)
 - l. Well Name
 - m. Well Purged (Y/N)
 - n. Classification of Ground Water

- o. Well Type: () Background, () Intermediate, () Compliance, () Other
 - p. Ground Water Elevation (NGVD)
 - q. Storet Code
 - r. Parameter Monitored
 - s. Sampling Method
 - t. Field Filtered Y/N
 - u. Analysis Method
 - v. Analysis Date/Time
 - w. Analysis Results w/ Relational Operation (< or >), laboratory qualifier Codes (U, I, J, etc.)
 - x. Analysis Units
 - y. Detection Limits – Method Detection Limit (MDL) & Practical Quantitative Limit (PQL)
 - z. Detection Units
 - aa. Dilution Factor
 - *The laboratory's Sample ID (i.e. work order#/project#/log #, submission) fraction number (sample number) may be added to the right of the Sample ID Number.
4. The order in which the parameters are listed on the report shall be approved by the AUTHORITY. The LABORATORY shall not change the order of the parameters without the approval of the AUTHORITY. If field parameters are available they shall be the first parameters listed. See EXHIBIT C - Analytical Results Hard Copy Format for the preferred parameter order.
 5. The analytical method and the MDL to be used in the analysis of the individual parameters must be approved by the AUTHORITY. The LABORATORY shall not change or alter the analytical methods or the MDLs without approval from the AUTHORITY. Unless authorized by the AUTHORITY, MDLs must be below the appropriate regulatory standard. Ground Water samples should be below the standards set forth in Chapter 62-550 F.A.C. or Chapter 62-777 when applicable. Surface Water samples should be below the standards set for in Chapter 62-302 F.A.C. The AUTHORITY reserves the right to request project specific MDLs/PQLs. All Leachate and Waste Water must meet the MCLs for toxicity (40 CFR Part 261.24, Table 1). Any method of detection limit deviation must be approved by the AUTHORITY.
 6. All laboratory analysis reports shall be submitted with the appropriate invoice.
 7. Trip Blanks for VOCs must be provided and reported per cooler (FDEP Field SOP FQ 1213). Anytime a work order has VOCs requested, the cost of the VOC Trip Blank will be the responsibility of the LABORATORY.
 8. When requested by the Authority, Trip Blanks for Metals shall be provided and reported at a frequency determined by the AUTHORITY. The cost for the Metals Trip Blank shall be the responsibility of the AUTHORITY.
 9. All Reports shall be electronically formatted for ADaPT. Florida ADaPT Solid Waste Data Deliverables Specifications are provided in EXHIBIT D – Florida ADaPT Solid Waste Data Deliverable Specifications. All ADaPT submittals must include at a minimum, a field data deliverable (FDD) and a laboratory data deliverable (LDD). The LDD shall be run through its error check and except errors of the type 0007, all errors shall be corrected or explained in the Error Log Lab Comments field. The FDD shall be run through the Field Error Check and shall be free of any errors. Once both electronic deliverables are free of errors, a test for exporting the data into WACS shall be made and the only errors allowed would be for the presence of laboratory QC samples or parents of lab samples used as QC in the LDD. (WACS is the Florida Department of Environmental Protection, Hazardous and Solid Waste Department's data base). ADaPT files containing a single work order is required for all electronic submittals. Some AUTHORITY projects require combining all work orders for that project into one ADaPT file. The AUTHORITY may

require the LABORATORY to combine the work orders for selected projects. FDEP WACS test site ID's are currently assigned to all AUTHORITY permitted sample locations. Locations that are not assigned a FDEP WACS Test Site ID are assigned an AUTHORITY Test Site ID. The AUTHORITY will provide a Test Site ID for all new sample locations. The AUTHORITY maintains an internal database called SWAMP (Solid Waste Authority Monitoring Program). SWAMP is ADaPT compatible and requires uploads using a specific file name sequence.

Field EDD (FDD): WACS Site ID_year & month_swfdd(work order/log #).txt
 Lab EDD (LDD): WACS Site ID_year & month_swlidd(work order/log #).txt

Examples are as follows:

65681_201207_swfdd(12345678).txt

65681_201207_swlidd(12345678).txt

10. The AUTHORITY reserves the right to modify the electronic file format throughout the contract period as needed for any possible changes that may occur due to regulatory or other updates. The AUTHORITY shall not be responsible for additional cost incurred by the LABORATORY due to these changes.
11. LABORATORY shall ensure that all samples are analyzed within the appropriate holding times for each parameter. LABORATORY shall notify the AUTHORITY immediately, prior to analyzing out of hold samples.

E. QUALITY ASSURANCE

1. A Copy of current Accreditation is required for the LABORATORY by the FDOH/NELAP. The LABORATORY shall provide the AUTHORITY with any updates, changes or non-compliance issues with the NELAP Accreditation that occurs within the terms of this contract.
2. The LABORATORY shall provide the AUTHORITY with VOC and Metals Trip blanks as necessary. No more than one (1) VOC/Metals Trip blank/method per cooler is required.
3. Level II "Plus" Quality assurance data must be included with all hard copy analytical LABORATORY reports. The Level II "Plus" data shall include:
 - a. Surrogate Recovery Summary (provide sample surrogate recoveries percentages in available laboratory format: i.e., Excel, CLP, Form 2 surrogate recovery, etc.)
 - b. Blank Summary
 - c. Laboratory Control Spike(s)
 - d. Duplicate Summary or matrix spike duplicate summary or LCS duplication
 - e. Matrix Spike Summary
 - f. Calibration Data Summary (when requested)
4. Original LABORATORY Reports shall be signed by LABORATORY personnel.
5. Qualifier code summary explanations used in the hard copy, signed Chain-of-Custody and associated documentation or forms, and field sheets must be returned with the final report.
6. The LABORATORY shall review all reports for accuracy and abnormal test results prior to transmitting the reports to the AUTHORITY. When an Analyte is detected in both the sample and the associated method blank and a 'V' qualifier code is assigned, all results flagged with a 'V' code must be re-analyzed and/or re-extracted/digested and re-analyzed at the cost of the LABORATORY. The AUTHORITY must be notified immediately via email within the required holding times.

7. The LABORATORY shall immediately notify the AUTHORITY representative via telephone, or e-mail in the event that any accuracy problems, reporting problems, exceedances of any primary MCL (as set forth in Chapter 62-550 F.A.C.), or if abnormal test results become apparent to the LABORATORY.
8. The LABORATORY shall provide a copy to the AUTHORITY of any and all Quality Assurance/Quality Control correspondence for any directly related services between the LABORATORY and the FDEP and/or FDOH related to the services performed under agreement executed with LABORATORY.
9. Any Blanks with a TDS value greater than 30.0 mg/l with conductivity less than 10 umhos/cm shall be reanalyzed prior to hold expiration, at the cost of LABORATORY.
10. Any TDS value greater than the conductivity shall be reanalyzed for TDS & conductivity, prior to hold expiration, at the cost of LABORATORY.
11. The LABORATORY shall confirm positive hits of Equipment Blanks, Field Blanks or Trip Blanks when the associate sample concentration for the target analyte is present at < 10X the concentration of the above mention blanks, at the cost of LABORATORY.
12. The LABORATORY shall ensure that the appropriate method is utilized in accordance with the permit, sample matrix, and/or specific rule requirement.
13. EPA Methods and Standard Methods are subject to change. It will be the LABORATORY'S responsibility to update new approved methods or other regulatory change. The AUTHORITY shall not be responsible for additional cost incurred by the LABORATORY due to these changes. If regulatory changes affect a cost differential greater than 10% of awarded price, the LABORATORY may request a price change to be approved by the AUTHORITY.
14. Proficiency testing (PT) to include WP and WS studies and Soil studies, as applicable, shall be provided to the AUTHORITY. When a PT study is performed, the LABORATORY shall direct the proficiency provider to send one (1) copy of the PT study to the AUTHORITY. Provide electronic reports.

F. REQUIRED TURN-AROUND TIME

Final reports and electronic data are to be received by the AUTHORITY within twenty-one (21) calendar days from receipt of the sample by the LABORATORY. However, there may be occasions when one or two week turnaround time will be required. If clerical corrections are required to a report, a final amended report and a final amended electronic data deliverable shall be submitted within five (5) business days from receipt of the request for corrections.

G. QUESTIONABLE / INVALID DATA

1. Reanalysis of questionable data samples (possible invalid data) shall be provided by the LABORATORY at the request of the AUTHORITY.
2. Reanalysis results require a seven (7) calendar day turnaround, where "reanalysis" implies re-digestion or re-extraction as needed.
3. Cost for reanalysis of questionable data shall be borne by the AUTHORITY at the standard parameter price unless the original result is invalidated due to LABORATORY error, in which case cost of reanalysis shall be borne by the LABORATORY.

4. Locations which must be re-sampled due to LABORATORY error, analyses out of holding time, 'V' qualifier, lost samples, equipment failure, etc., shall be the sole responsibility of the LABORATORY. The cost of sampling shall be borne by the LABORATORY. Any re-sampling by the LABORATORY must be coordinated with the AUTHORITY representative.

H. SAMPLE CONTAINERS

The LABORATORY shall purchase and provide to the AUTHORITY new coolers in sufficient quantities for contract services. These coolers shall be dedicated and labeled "SWA PBC" and used for shipping to and from the AUTHORITY. These coolers shall be kept in good repair and be used for no other purpose other than transport of AUTHORITY samples.

The LABORATORY shall provide the AUTHORITY labeled sample containers composed of virgin material and shall contain the proper amount and type of preservative for the parameters to be analyzed. In order to assure that samples collected by AUTHORITY are correctly preserved the LABORATORY shall provide the AUTHORITY with extra preservatives to be used if necessary. At the time the LABORATORY provides the AUTHORITY preservative stock in pre-preserved containers, the LABORATORY must also provide to the AUTHORITY extra preservative stock of the same lot.

The LABORATORY shall provide the AUTHORITY with sufficient labeled sample containers and coolers for the AUTHORITY to conduct non-scheduled sampling. The AUTHORITY will provide the LABORATORY a list of the number and types of sample containers and coolers required.

I. PACKING

LABORATORY shall prepare and mark all containers. Only waterproof labels and indelible ink shall be used on the bottles. Samples will be shipped to the LABORATORY in wet ice. The requirements for deliveries as listed below may be adjusted in the Sampling Request Letter.

1. A packing list must be included with all coolers, indicating the bottles quantity, type, lot number, amount and concentration of preservative added to sample containers and/or shipped as additional preservative, lot IDs, preservation lot IDs which were included, etc., as per FDEP SOP FD 1000.
2. The coolers are required to be delivered to the AUTHORITY during normal working hours, Monday through Friday only.
3. The coolers are to be packed by Project ID, as designated by the Sampling Request Letter. Each cooler shall be lined with a plastic bag. The sample containers are to be packed in separate plastic bags big enough to contain one sample point per bag. Each sample point shall be packed in the coolers with the containers upright in the bags leaving enough room in the cooler for ice. Over packing of the coolers shall not be permitted. Any changes shall be approved by the AUTHORITY representative. No more than 1 Equipment Blank and 1 Field Blank per cooler if required. All coolers shall have labels on the outside indicating which samples are within the cooler.
4. All coolers containing an Equipment Blank or Field Blank should include a blank Chain-of-Custody sheet, packing list, Distilled / De-ionized Water in amounts necessary for blanks, and new glass liter bottle(s) for VOC / Extractables. Note: If sample containers include glass construction, glass containers will be required for analyte-free water.
5. The site name as designated by the Sampling Request Letter shall be on all packing lists. All bottles (including VOC bottles) shall be labeled with the site name, client name (SWA), type of preservative, and

the sample type (i.e.: metals, VOCs, nitrates, generals, etc.). The label shall include space for sample ID, sampler initials, sample date and time, which will be completed by AUTHORITY staff.

6. Samples received by the LABORATORY will have the Chain-of-Custody indicating the parameters to be analyzed; the appropriate portion of the Sampling Request Letter will be attached to the Chain-of-Custody. Special sampling events will only have a Chain-of-Custody sent to the LABORATORY. One final report will be required for each Chain-of-Custody sent.
7. All coolers with bottles containing acid shall be packed upright in clear plastic bags with a strip of pH paper and packing material around each bottle to ensure they remain upright, closed tight and leak proof. All glass containers shall be wrapped in "bubble wrap" packing.

J. SHIPPING OF SAMPLING KITS

LABORATORY shall be responsible for shipping cost of all sampling kits to and from the AUTHORITY'S main office, located at 6153 North Jog Road, West Palm Beach, Florida, during normal working hours. Pickup will normally occur between 2:00 p.m. and 4:00 p.m. All sampling kits shall be scheduled for pickup on the same day the samples are collected. Emergency arrangements must be made with the AUTHORITY'S Environmental Programs prior to 4:00 p.m. for pickup and deliveries after normal hours.

K. CHAIN-OF-CUSTODY REPORTS

The LABORATORY shall provide the AUTHORITY with hard copy (carbon copy) Chain-of-Custody forms that have a unique tracking number for each form. All Chain-of-Custody forms will be initiated and signed by LABORATORY and shall be provided for all Equipment Blank/Field Blank coolers. These forms are to be completed by an AUTHORITY employee performing the sampling. Upon arrival of full sample containers at LABORATORY, the receiving individual will sign the Chain-of-Custody. If a set of samples are sent to the LABORATORY and analysis are performed at more than one laboratory and need additional transport, then Chain-of-Custody documentation must be maintained for each sample until it reaches its final destination. Samples that require additional transport shall continue in AUTHORITY dedicated coolers and shall not be comingled with other samples. The LABORATORY shall provide all Chain-of-Custody documentation with the final report.

L. LABORATORY SAMPLING

In the event that personnel from LABORATORY are requested to perform the field sampling, LABORATORY will be responsible for following all FDEP requirements. The LABORATORY personnel must complete all necessary field information required on the AUTHORITY'S Field Sample Sheets, which will be provided. LABORATORY will be responsible for exercising strict chain-of-custody over all AUTHORITY samples. Copies of all Chain-of-Custody forms will accompany the reports of analysis to the AUTHORITY.

M. LABORATORY WRITTEN EXPLANATION

LABORATORY is responsible for providing the AUTHORITY with written explanations for any and all Quality Assurance irregularities regarding FDEP and AUTHORITY specifications in the form of a case narrative or project narrative.

N. LABORATORY DATA RETENTION

Data from all sample events for all parameters, along with all quality control data generated relative to any test (i.e., blanks, duplicates, spikes, and standards), must be retained at the contracted LABORATORY for a

minimum of five (5) years after the date of generation or completion of the records unless otherwise specified by the AUTHORITY. Prior to the destruction of any records, the AUTHORITY must be notified, including at the end of the five year period. This is required due to emergencies or legal action, which would require the AUTHORITY to obtain laboratory, certified 'original' results with associated permits/projects.

O. SAMPLE STORAGE

All samples received by the LABORATORY from the AUTHORITY shall be retained after the submittal date of the final report to the AUTHORITY to assure that reanalysis is possible, if requested by the AUTHORITY. Samples shall be retained for the following time frames: a minimum of ninety (90) days for metals samples and forty five (45) days for all other samples after the report submittal.

P. LABORATORY COMMUNICATION

The AUTHORITY reserves the right to contact a representative of the LABORATORY outside of business hours in the event that samples have not been picked up before closing, MCL exceedance, lost or missing data, amended report within five (5) days, etc. Contact information (phone number and email) for the Project Manager and Laboratory Director are to be provided.

The LABORATORY shall immediately notify the AUTHORITY when the Laboratory Director, Project Manager, Technical Manager, or QA Manager/Officer have been changed. The AUTHORITY reserves the right to request that a different Project Manager be assigned to the contract.

If the LABORATORY is sold, and the staff and equipment is maintained in the existing facility, the contract shall be transferred to the new owner. However, should the acquiring facility disband the existing purchased LABORATORY, the new facility will be required to prove qualifications based on the requirements of this Document.

Q. LABORATORY MEETINGS

The AUTHORITY will be conducting quarterly meetings either at the LABORATORY's facility or at the AUTHORITY's administrative building in West Palm Beach. Discussions will include, but not be limited to the LABORATORY's performance, Quality Assurance/Quality Control (QA/QC) issues, and general Contract administration.

R. LABORATORY AUDITS

The AUTHORITY reserves the right to conduct periodic laboratory audits to ensure continuous compliance with the Contract Agreement.

S. LABORATORY QUALITY ASSURANCE SYSTEMS MANUAL

LABORATORY shall maintain a copy of their approved Quality Manual (QM) (may be electronic or paper), and inform the AUTHORITY of any changes to the QM.

T. LIST OF PARAMETERS

LABORATORY shall maintain 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 USB.

FEE SCHEDULE

ANALYTICAL RESULTS HARD COPY FORMAT

PROPOSER NAME:

Project Name:		Work Order # :	
Well Diameter (in):		Sheen :	
Depth to Water (ft):		Color :	
Total Depth (ft) :		Odor :	
Top of Casing (ft) :		Matrix :	

WACS Facility ID : _____	Sampling Date/Time : _____
WACS Test Site ID : _____	Report Period : _____
Well Name: _____	Well Purge (Y/N) : _____
Classification of Ground Water: _____	Well Type : () Background () Compliance
Ground Water Elevation (NGVD): _____	() Intermediate () Other

Storet Code	Parameter Monitored	Sampling Method Grab/Comp	Field Filter Y/N	Analysis Method	Analysis Date/Time	* Analysis Results/Units	Detection Limits/Units		Dilution Factor
							MDL	PQL	

Parameter order

1. FIELD PARAMETERS
2. WET/GENERAL/OTHER CHEMISTRY
3. METALS ANALYSIS
4. ORGANICS

EXHIBIT A - ANALYTICAL RESULTS HARD COPY FORMAT (CONT.)

Work Order #:

Well Name:

Storet Code	Parameter Monitored	Sampling Method Grab/Comp	Field Filter Y/N	Analysis Method	Analysis Date/Time	* Analysis Results/Units	Detection Limits/Units		Dilution Factor
							MDL	PQL	

Remainder of Parameters continued in the same order

FLORIDA ADaPT SOLID WASTE DATA DELIVERABLE SPECIFICATIONS
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RFP ADaPT FILES EVALUATION

NOTE: Solid Waste Laboratory Data Deliverable (SWLDD) File Specifications and Solid Waste Field Deliverable Data (SWFDD) File Specifications may be found in the FDEP ADaPT DWM User Guide and the Error Check Guidance documents located at <https://floridadep.gov/waste/waste/content/adapt> under Reference Documents. The latest ADaPT application version may also be downloaded at the same web address.

START WITH A SCORE OF 24 POINTS**1) The Laboratory Data Deliverable (SWLDD):**

- a) After running the LDD against library "DWM_Library_20130232" provided by the FDEP, are there any errors different than error type 0007? Deduct 2 points for each type of error found.
- b) In the column Client_Sample_ID are the terminations MS, MSD and DUP attached to the name of their parent sample without any space? (for example: 123456MS and not 123456 MS). Subtract 1 point for each instance in which the postscript is not attached directly to the name of the parent sample.
- c) In the Result column, do the results for LCS, LCSD, MS, MSD and Surrogates reflect an analytical result expressed in the units of concentration appropriate for each sample? (for example: 14.5 ug/L and not 83%). Deduct 1 point for each instance in which the reported Result equals the Percent Recovery or the Relative Percent Difference.
- d) On samples' records where a sample was diluted, was the MDL and the PQL multiplied by the dilution factor? Subtract 1 point for each instance.
- e) Does the Project Number reflect the Project Number stated in the Chain of Custody? Deduct 1 point only once if the Project Number doesn't reflect the Project Number in the Chain of Custody.
- f) Does the Project name reflect the Project Name stated in the Chain of Custody? Deduct 1 point only once if the Project Name doesn't reflect the Project Name in the Chain of Custody.
- g) Is the date/time information in the columns End_Date_Collected, Date_Prepared and Date_Analyzed in the format "mm/dd/yyyy hh:nn"? If the format in any of the date/time columns is different than "mm/dd/yyyy hh:nn", deduct 2 points.

2) The Field Data Deliverable (SWFDD):

- a) After running the FDD against the Field Error Check there should not be any errors. Deduct 5 points if there are any errors.
- b) Are all relevant samples listed in the FDD? (Relevant samples are all samples listed in the Chain of Custody). Deduct 1 point for each missing sample.
- c) Is the date/time information in the column Date_Sampled in the format "mm/dd/yyyy hh:nn"? If the format is different than "mm/dd/yyyy hh:nn", deduct 2 points.

3) SWLDD and SWFDD WACS comparison check: Once the SWLDD and the SWFDD are loaded into the ADaPT software, run the "Export WACS" action:

- a) Are any of the relevant samples declared as an error in the export error log? Deduct 1 point for each relevant sample related error.

SBE PARTICIPATION

ATTACHMENTS

ATTACHMENT "B" Change To Utilization Plan

SOLICITATION INFORMATION

Instructions: List all changes in the use of certified or non-certified Subcontractors/Suppliers in relation to the Prime Contractor's original Utilization Plan or latest Change to Utilization Plan approved by the Equal Business Opportunity (EBO) Office for the contract listed below.

Name of Prime Contractor:	
Contract Name:	

ORGANIZATION STATUS

All sections of the following table must be completed.

Role	Name of Firm	Certifications (S/M/WBE)	New*/Remove**/Change Value	Estimated Total Contract Value (\$)	NIGP Code (5-Digit)	Start Date (New Sub Only)
SUB				\$		
SUB				\$		
SUB				\$		
SUB				\$		
SUB				\$		

***IF A NEW FIRM IS ADDED TO THE CONTRACT, ENSURE THEY ARE REGISTERED AS A VENDOR WITH THE AUTHORITY. IF REMOVING/REDUCING THE DOLLAR VALUE FOR A FIRM, ATTACH DOCUMENTATION ESTABLISHING THAT THE FIRM WAS NOTIFIED AND EVIDENCE OF JUSTIFICATION FOR REQUEST.*

Note: If the Subcontractor changes listed on this document result in not meeting the subcontracting goal for this contract, you will be contacted by the EBO for further action.

JUSTIFICATION FOR ALL CHANGES TO UTILIZATION

BIDDER/PROPOSER SIGNATURE

By executing this form, I hereby certify to all that I have full legal authority to execute this document on behalf of the companies mentioned above, and that my signature is specifically being relied on as such for all purposes related to this solicitation, including any resulting contract award. I understand that if this certification is determined to be incorrect for any reason, that my response to this solicitation may be deemed non-responsive or I may be subject to any applicable penalties/sanctions set forth in Section (6) of the Authority's Purchasing Manual or applicable law.

Prime Contractor's Authorized Agent	Name (Print)	Date
Equal Business Opportunity Office	Sign & Date	Approved/Denied

ATTACHMENT "C"

Post-Award Vendor Subcontracting Waiver Request

DATE: _____

CONTRACT INFORMATION					
Contract Title:					
Contract #:					
Prime Contractor:					
Contact Person:		Phone #:		Email:	
RATIONALE FOR WAIVER					
<p>The purpose of this waiver is to specify the good faith efforts made in meeting the required subcontracting goal(s) for this project. The prime contractor is required to submit a <i>change to the Utilization Plan</i> (if not previously submitted) with this <i>Post-Award Vendor Subcontracting Waiver Request form</i>.</p>					
<p>1a. Select the statement below that best explains why the required subcontracting goal(s) were not met: (Check all that apply)</p>					
<input type="checkbox"/>	The Authority issued a change order that limited subcontracting opportunities of the scope of work causing the subcontracting goal(s) to not be met.				
<input type="checkbox"/>	The Authority issued a change order that required expedited completion of the scope of work, causing the subcontracting goal(s) to not be met.				
<input type="checkbox"/>	The S/M/WBE previously selected for utilization is not available to perform the scope of services and could not be replaced with another S/M/WBE that could perform the scope of work.				
<input type="checkbox"/>	The S/M/WBE previously selected for utilization is no longer certified in accordance with the Economic Inclusion Policy and Procedures, and could not be replaced with another S/M/WBE that could perform the scope of work.				
<input type="checkbox"/>	There were other issue(s) that resulted in the subcontracting goal(s) not being met.				

ATTACHMENT "C"
Post-Award Vendor Subcontracting Waiver Request

1b. In the box below, please provide further detail for each statement selected above.

2. List and explain all communication efforts between your firm and each potential S/M/WBE subcontractor related to participation on this contract. Attach all supporting documentation (e.g. emails, call logs, and faxes) to verify communication. In addition, provide response(s) from S/M/WBE subcontractor(s); attach additional page, if necessary.

ATTACHMENT "C"

Post-Award Vendor Subcontracting Waiver Request

3a. Select the statement that best describes other good faith efforts made: (Check all that apply)	
	Helped a vendor become a certified S/M/WBE so they could become a subcontractor on the project.
	Offered joint check services or bonding assistance for lines of credit to S/M/WBE subcontractors.
	Advertised and contacted certified firms using S/M/WBE Certification lists from the website, trade organizations, professional organizations, and others.
	Other:
	N/A – No Good Faith Effort attempted

3b. In the box below, please provide further details for each statement selected above and attached supporting documentation.

AFFIRMATION

By executing this form, I hereby certify to all that I have full legal authority to execute this document on behalf of the companies mentioned above, and that my signature is specifically being relied on as such for all purposes related to this solicitation, including any resulting contract award. I understand that if this certification is determined to be incorrect for any reason, that my response to this solicitation may be deemed non-responsive or I may be subject to any applicable penalties/sanctions set forth in Section (6) of the Authority's Purchasing Manual or applicable law.

Signature

Name & Title (Print)

FOR EBO USE ONLY

Signature

Waiver Status:

- Approved
 Denied

Name & Title (Print)

Date: