

Meeting Date: 4/12/11

Agenda Item 2

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE Approval to award Bid H-18-11, Laboratory Testing Services, to the low bidder, Florida-Spectrum Environmental Services, Inc., for an annual open-end contract, at an estimated cost of \$38,150.00 per year.

Summary of Purpose and Why:

Bid H-18-11 was issued to establish an annual, open-end contract for laboratory testing services, as needed, for the Utilities Department. Bid award is recommended to the low bidder, Florida-Spectrum Environmental Services, Inc., at the unit prices bid. The contract period is one year, commencing upon award, with contract renewal possible as stated in the bid specifications. Based on the estimated quantity of tests to be required, and the unit prices submitted by the low bidder, annual expenditures may total \$38,150.00. City Commission approval of this contract award is requested.

- (1) Origin of request for this action: staff
- (2) Primary staff contact: A. Randolph Brown, Utilities Director 954 545-7044
- (3) Expiration of contract, if applicable: n/a
- (4) Fiscal impact and source of funding: As needed, from budgeted funds in account 412-3320-533.31-60, Utility Fund / Water Treatment Plant / Other Professional Services, and account 412-3340-533.31-60, Utility Fund / Reuse Water Treatment Plant / Other Professional Services.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Utilities	<u>3/28/11</u>	<u>APPROVE</u>	<u>[Signature]</u>
General Services	<u>3/24/11</u>	<u>approve</u>	<u>[Signature]</u>
Finance	<u>3/30/11</u>	<u>approve</u>	<u>[Signature]</u>
Budget	<u>3/21/11</u>	<u>APPROVE</u>	<u>[Signature]</u>


City Manager [Signature]

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1 st Reading	1 st Reading	Results:	Results:
2 nd Reading			

MEMORANDUM

Purchasing #11-068
March 24, 2011

To: Dennis W. Beach, City Manager
From: Leeta Hardin, General Services Director 
Subject: Award Bid H-18-11, Laboratory Testing Services

Contract Need/Background

Bid H-18-11 was issued to establish an annual, open-end contract for laboratory testing services for Utilities, as needed. The tests will be performed by a State certified laboratory and the results will be reported to the City as specified in the bid solicitation. The Utilities Director recommends the contract be awarded to Florida-Spectrum Environmental Services, Inc., the low bidder.

Attached you will find copies of the memorandum and the bid award recommendation form submitted by the Utilities Department, the bid tabulation, and bid solicitation document.

Bidders List

The Bidders List was created by using companies suggested by the requesting department, companies that have responded to prior bids, companies that have requested their names be placed on the Bid List, and companies from appropriate listings in other source books.

Number of firms responding with complete bids.....4

Advertising

The Bid was advertised in the Sun Sentinel, and notices were sent to bid notice agencies throughout the nation. Bid notices are also posted on the City's web page.

Funding

The total annual value of this contract, based on the unit prices from the low bidder, and the estimated quantity of test that might be required, is \$38,150.00. Laboratory testing services will be ordered as needed, from budgeted funds in account 412-3320-533.31-60, Utility Fund / Water Treatment Plant / Other Professional Services, and account 412-3340-533.31-60 Utility Fund / Reuse Water Treatment Plant / Other Professional Services.

Purchasing #11-068

Page 2

March 24, 2011

Award Recommendation

It is recommended that a one-year contract award be made to the low bidder, Florida-Spectrum Environmental Services, Inc., at the unit prices bid. The contract period will be one (1) year, commencing upon award by the Commission. The contract may be renewed for two (2) additional one-year periods, subject to the terms and conditions contained in the bid specifications.

/lh

enclosures

cc: file



Phone: (954) 545-7004

**City of Pompano Beach
UTILITIES LABORATORY**

Fax: (954) 545-7046

DATE: Tuesday, March 15, 2011

TO: Leeta Hardin, General Services Director

FROM: Maria Loucraft, Laboratory Manager

CC: A. Randolph Brown, Utilities Director *ARB*

SUBJECT: Laboratory Testing Services Bid No. H-18-11 Selection

This bid is for professional services in the form of laboratory analysis in support of the Water Treatment Plant and Reuse Plant compliance monitoring. The contract will replace the current analytical contract in place for the same work. The lowest bidder, Florida-Spectrum Environmental Services, Inc., is recommended based upon the Quality Manual, proficiency sample results, latest Department of Health inspection evaluation, as well as the current list of parameters certified by the Florida Department of Health Laboratory Services. Florida Spectrum will not be able to perform Total Haloacetic Acid Compounds based on past proficiency testing results. Three out of the four labs evaluated had failures in this area.

BID AWARD RECOMMENDATION FORM

From: Purchasing Division Leeta Hardin Date 2/11/11

To: Utilities Department Attn.: Maria Loucraft

Subject: Bid No. H-18-11 Item/service: Laboratory Testing Services

Attached is the Bid Tabulation for subject item/service requisitioned by your department. Please complete this form in order that proper presentation and recommendations may be made to the City Commission for its approval, as appropriate. Your response should be typed. Please return this form to the Purchasing Division within three weeks of receipt.

This form must be accompanied by a memorandum explaining the item/service to be purchased, what it will be used for, stating that it is either a replacement or an additional item, and any other pertinent information which might be requested by the City Commission. This memo should also contain a detailed justification if you are rejecting a low bidder (see below).

1. SOURCE OF FUNDS:

Budgeted Code: 41233203160 and 41233403160

Title: Professional Services

2. RECOMMENDATION:

(a) Which bidder do you recommend?

Florida-Spectrum Environmental Services, Inc.

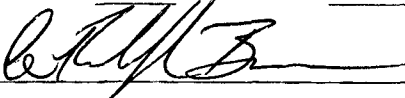
(b) Is the recommended bid the lowest bid received?

Yes No

Note: If you recommend award to other than the low bidder detailed justification must be furnished for rejection of all lower bids, in an accompanying memorandum.

(c) If references were required, were they checked?

Yes No Not applicable for this bid

Signature:  Date: 03/15/2011

Title: Utilities Director
(Department Head)

City of Pompano Beach Bid Tabulation
 Bid H-18-11, Laboratory Testing Services
 1/24/11

Bidder:	Florida-Spectrum Environmental Services, Inc., 1460 West McNab Road, Ft. Lauderdale, FL 33309	Flowers Chemical Labs Inc, 481 Newburyport Avenue, Altamonte Springs, FL 32701	TestAmerica Laboratories, Inc., 6712 Benjamin Road, Ste. 100, Tampa, FL 33634	Florida Testing Services, LLC, d/b/a XENCO Laboratories, 3231 N.W. 7th Avenue, Boca Raton, FL 33431	
1	1,1-dichloroethane; each	\$20.00	\$8.33	\$8.00	\$15.00
	total for 1:	\$20.00	\$8.33	\$8.00	\$15.00
2	1,2-dichloroethane; each	\$20.00	\$8.33	\$8.00	\$15.00
	total for 1:	\$20.00	\$8.33	\$8.00	\$15.00
3	1,1,1-trichloroethane; each	\$20.00	\$8.33	\$8.00	\$15.00
	total for 1:	\$20.00	\$8.33	\$8.00	\$15.00
4	2,4-D; each	\$25.00	\$47.50	\$47.00	\$50.00
	total for 1:	\$25.00	\$47.50	\$47.00	\$50.00
5	2,4,5-TP (Silvex); each	\$25.00	\$47.50	\$47.00	\$50.00
	total for 1:	\$25.00	\$47.50	\$47.00	\$50.00
6	Alkalinity; each	\$8.00	\$15.00	\$8.00	\$8.00
	total for 104:	\$832.00	\$1,560.00	\$832.00	\$832.00
7	Aluminum; each	\$7.00	\$11.00	\$5.00	\$8.00
	total for 2:	\$14.00	\$22.00	\$10.00	\$16.00
8	Ammonia; each	\$9.00	\$15.00	\$10.00	\$8.50
	total for 48:	\$432.00	\$720.00	\$480.00	\$408.00
9	Antimony; each	\$7.00	\$11.00	\$5.00	\$8.00
	total for 2:	\$14.00	\$22.00	\$10.00	\$16.00
10	Arsenic; each	\$7.00	\$11.00	\$5.00	\$8.00
	total for 6:	\$42.00	\$66.00	\$30.00	\$48.00
11	Student T test for Di; each	\$200.00	\$65.00	\$200.00	\$200.00
	total for 4:	\$800.00	\$260.00	\$800.00	\$800.00
12	Barium; each	\$7.00	\$11.00	\$5.00	\$8.00
	total for 2:	\$14.00	\$22.00	\$10.00	\$16.00
13	Benzene; each	\$20.00	\$8.33	\$8.00	\$15.00
	total for 1:	\$20.00	\$8.33	\$8.00	\$15.00
14	Beryllium; each	\$7.00	\$11.00	\$5.00	\$8.00
	total for 2:	\$14.00	\$22.00	\$10.00	\$16.00
15	BTEX short list: quarterly	\$35.00	\$65.00	\$40.00	\$40.00
	total for 8:	\$280.00	\$520.00	\$320.00	\$320.00
16	Calcium; each	\$7.00	\$11.00	\$12.00	\$7.00
	total for 104:	\$728.00	\$1,144.00	\$1,248.00	\$728.00
17	Ca Hardness; each	\$7.00	\$11.00	\$5.00	\$7.50
	total for 12:	\$84.00	\$132.00	\$60.00	\$90.00

City of Pompano Beach Bid Tabulation
 Bid H-18-11, Laboratory Testing Services
 1/24/11

Bidder:	Florida-Spectrum Environmental Services, Inc., 1460 West McNab Road, Ft. Lauderdale, FL 33309	Flowers Chemical Labs Inc, 481 Newburyport Avenue, Altamonte Springs, Fl 32701	TestAmerica Laboratories, Inc., 6712 Benjamin Road, Ste. 100, Tampa, FL 33634	Florida Testing Services, LLC, d/b/a XENCO Laboratories, 3231 N.W. 7th Avenue, Boca Raton, Fl 33431
18 Carbon Tetrachloride; each	\$20.00	\$8.33	\$8.00	\$20.00
total for 1:	\$20.00	\$8.33	\$8.00	\$20.00
19 Cadmium; each	\$7.00	\$11.00	\$5.00	\$8.00
total for 3:	\$21.00	\$33.00	\$15.00	\$24.00
20 Chlorides; each	\$7.00	\$35.00	\$6.00	\$7.50
total for 423:	\$2,961.00	\$14,805.00	\$2,538.00	\$3,172.50
21 Chromium; each	\$7.00	\$11.00	\$5.00	\$8.00
total for 3:	\$21.00	\$33.00	\$15.00	\$24.00
22 Color; each	\$6.00	\$10.00	\$15.00	\$8.00
total for 2:	\$12.00	\$20.00	\$30.00	\$16.00
23 Conductivity (lab); each	\$5.00	\$10.00	\$9.00	\$7.50
total for 20:	\$100.00	\$200.00	\$180.00	\$150.00
24 Copper; each	\$7.00	\$11.00	\$5.00	\$8.00
total for 47:	\$329.00	\$517.00	\$235.00	\$376.00
25 Cryptosporidium; each	\$225.00	\$500.00	\$275.00	\$250.00
total for 1:	\$225.00	\$500.00	\$275.00	\$250.00
26 Cyanide; each	\$20.00	\$35.00	\$25.00	\$23.00
total for 1:	\$20.00	\$35.00	\$25.00	\$23.00
27 Endrin; each	\$20.00	\$21.25	\$19.00	\$20.00
total for 1:	\$20.00	\$21.25	\$19.00	\$20.00
28 Ethylene Dibromide; each	\$35.00	\$55.00	\$35.00	\$15.00
total for 1:	\$35.00	\$55.00	\$35.00	\$15.00
29 Fecal Coliforms; each	\$15.00	\$35.00	\$27.00	\$15.00
total for 395:	\$5,925.00	\$13,825.00	\$10,665.00	\$5,925.00
30 FLPRO	\$45.00	\$65.00	\$65.00	\$50.00
total for 28:	\$1,260.00	\$1,820.00	\$1,820.00	\$1,400.00
31 Fluoride; each	\$7.00	\$15.00	\$15.00	\$8.00
total for 2:	\$14.00	\$30.00	\$30.00	\$16.00
32 Foaming Agents; each	\$15.00	\$30.00	\$40.00	\$22.00
total for 2:	\$30.00	\$60.00	\$80.00	\$44.00
33 Giardia; each	\$250.00	\$500.00	\$275.00	\$250.00
total for 1:	\$250.00	\$500.00	\$275.00	\$250.00
34 Gross Alpha; each	\$45.00	\$40.00	\$30.00	\$40.00
total for 15:	\$675.00	\$600.00	\$450.00	\$600.00

City of Pompano Beach Bid Tabulation
 Bid H-18-11, Laboratory Testing Services
 1/24/11

Bidder:	Florida-Spectrum Environmental Services, Inc., 1460 West McNab Road, Ft. Lauderdale, FL 33309	Flowers Chemical Labs Inc, 481 Newburyport Avenue, Altamonte Springs, FL 32701	TestAmerica Laboratories, Inc., 6712 Benjamin Road, Ste. 100, Tampa, FL 33634	Florida Testing Services, LLC, d/b/a XENCO Laboratories, 3231 N.W. 7th Avenue, Boca Raton, FL 33431
35 Haloacetic Acids; each	\$60.00	\$110.00	\$90.00	\$75.00
total for 6:	\$360.00	\$660.00	\$540.00	\$450.00
36 Heterotrophic Plate Counts; each	\$15.00	\$35.00	\$50.00	\$19.00
total for 132:	\$1,980.00	\$4,620.00	\$6,600.00	\$2,508.00
37 Iron; each	\$7.00	\$31.00	\$7.00	\$7.50
total for 828:	\$5,796.00	\$25,668.00	\$5,796.00	\$6,210.00
38 Lead; each	\$7.00	\$11.00	\$5.00	\$8.00
total for 55:	\$385.00	\$605.00	\$275.00	\$440.00
39 Lindane; each	\$20.00	\$21.25	\$19.00	\$20.00
total for 1:	\$20.00	\$21.25	\$19.00	\$20.00
40 Magnesium Hardness; each	\$7.00	\$11.00	\$5.00	\$7.50
total for 12:	\$84.00	\$132.00	\$60.00	\$90.00
41 Manganese; each	\$7.00	\$11.00	\$5.00	\$8.00
total for 2:	\$14.00	\$22.00	\$10.00	\$16.00
42 Mercury; each	\$15.00	\$27.00	\$25.00	\$15.00
total for 2:	\$30.00	\$54.00	\$50.00	\$30.00
43 Methoxychlor; each	\$25.00	\$21.25	\$19.00	\$20.00
total for 1:	\$25.00	\$21.25	\$19.00	\$20.00
44 Nickel; each	\$7.00	\$11.00	\$5.00	\$8.00
total for 3:	\$21.00	\$33.00	\$15.00	\$24.00
45 Nitrate monthly; each	\$7.00	\$20.00	\$15.00	\$8.00
total for 62:	\$434.00	\$1,240.00	\$930.00	\$496.00
46 Nitrite quarterly; each	\$8.00	\$15.00	\$12.00	\$8.00
total for 22:	\$176.00	\$330.00	\$264.00	\$176.00
47 Odor; each	\$7.00	\$10.00	\$15.00	\$8.00
total for 2:	\$14.00	\$20.00	\$30.00	\$16.00
48 Ortho-phosphate; each	\$8.00	\$15.00	\$12.00	\$9.00
total for 104:	\$832.00	\$1,560.00	\$1,248.00	\$936.00
49 Parachlorobenzene; each	\$20.00	\$8.33	\$8.00	\$15.00
total for 1:	\$20.00	\$8.33	\$8.00	\$15.00
50 pH (lab); each	\$5.00	\$9.00	\$10.00	\$5.00
total for 2:	\$10.00	\$18.00	\$20.00	\$10.00
51 Phenols;	\$30.00	\$35.00	\$40.00	\$16.00
total for 4	\$120.00	\$140.00	\$160.00	\$64.00

City of Pompano Beach Bid Tabulation
 Bid H-18-11, Laboratory Testing Services
 1/24/11

Bidder:	Florida-Spectrum Environmental Services, Inc., 1460 West McNab Road, Ft. Lauderdale, FL 33309	Flowers Chemical Labs Inc, 481 Newburyport Avenue, Altamonte Springs, FL 32701	TestAmerica Laboratories, Inc., 6712 Benjamin Road, Ste. 100, Tampa, FL 33634	Florida Testing Services, LLC, d/b/a XENCO Laboratories, 3231 N.W. 7th Avenue, Boca Raton, FL 33431
52 PAHs; Quarterly	\$60.00	\$135.00	\$89.00	\$70.00
total for 15:	\$900.00	\$2,025.00	\$1,335.00	\$1,050.00
53 Primary Drinking Water	\$750.00	\$150.00	\$200.00	\$200.00
total 1	\$750.00	\$150.00	\$200.00	\$200.00
54 Radium 226; each	\$80.00	\$135.00	\$70.00	\$70.00
total for 2:	\$160.00	\$270.00	\$140.00	\$140.00
55 Radium 228; each	\$80.00	\$135.00	\$80.00	\$70.00
total for 2:	\$160.00	\$270.00	\$160.00	\$140.00
56 Secondary Drinking Water	\$125.00	\$150.00	\$420.00	\$175.00
total for 1:	\$125.00	\$150.00	\$420.00	\$175.00
57 Selenium; each	\$7.00	\$11.00	\$5.00	\$8.00
total for 2:	\$14.00	\$22.00	\$10.00	\$16.00
58 Silver; each	\$7.00	\$11.00	\$5.00	\$8.00
total for 1:	\$7.00	\$11.00	\$5.00	\$8.00
59 Sodium; each	\$7.00	\$11.00	\$5.00	\$8.00
total for 2:	\$14.00	\$22.00	\$10.00	\$16.00
60 Sulfate; each	\$8.00	\$15.00	\$9.00	\$8.00
total for 38:	\$304.00	\$570.00	\$342.00	\$304.00
Synthetic Organic Contaminants				
61 (no dioxin); each	\$550.00	\$625.00	\$515.00	\$550.00
total for 2:	\$1,100.00	\$1,250.00	\$1,030.00	\$1,100.00
62 Tetrachloroethene; each	\$20.00	\$8.33	\$8.00	\$20.00
total for 1:	\$20.00	\$8.33	\$8.00	\$20.00
63 Thallium; each	\$7.00	\$11.00	\$5.00	\$8.00
total for 2:	\$14.00	\$22.00	\$10.00	\$16.00
64 Trichloroethene; each	\$20.00	\$8.33	\$8.00	\$15.00
total for 1:	\$20.00	\$8.33	\$8.00	\$15.00
65 Total Coliforms; each	\$15.00	\$30.00	\$30.00	\$15.00
total for 30:	\$450.00	\$900.00	\$900.00	\$450.00
66 Total Dissolved Solids; each	\$7.00	\$35.00	\$7.00	\$8.50
total for 403:	\$2,821.00	\$14,105.00	\$2,821.00	\$3,425.50
67 Total Hardness; each	\$7.00	\$15.00	\$5.00	\$8.75
total for 12:	\$84.00	\$180.00	\$60.00	\$105.00
68 Total Kjeldahl Nitrogen; each	\$16.00	\$20.00	\$18.00	\$17.00
total for 36:	\$576.00	\$720.00	\$648.00	\$612.00

City of Pompano Beach Bid Tabulation
 Bid H-18-11, Laboratory Testing Services
 1/24/11

Bidder:	Florida-Spectrum Environmental Services, Inc., 1460 West McNab Road, Ft. Lauderdale, FL 33309	Flowers Chemical Labs Inc, 481 Newburyport Avenue, Altamonte Springs, FL 32701	TestAmerica Laboratories, Inc., 6712 Benjamin Road, Ste. 100, Tampa, FL 33634	Florida Testing Services, LLC, d/b/a XENCO Laboratories, 3231 N.W. 7th Avenue, Boca Raton, FL 33431
69 Total Organic Carbon; each	\$18.00	\$20.00	\$20.00	\$15.00
total for 48:	\$864.00	\$960.00	\$960.00	\$720.00
70 Total Phosphorus; each	\$12.00	\$15.00	\$12.00	\$14.00
total for 120:	\$1,440.00	\$1,800.00	\$1,440.00	\$1,680.00
71 Total Suspended Solids; each	\$9.00	\$15.00	\$12.00	\$11.00
total for 12:	\$108.00	\$180.00	\$144.00	\$132.00
72 Toxaphene, each	\$25.00	\$21.25	\$19.00	\$20.00
total for 1:	\$25.00	\$21.25	\$19.00	\$20.00
73 Trihalomethanes; each	\$35.00	\$65.00	\$65.00	\$35.00
total for 6:	\$210.00	\$390.00	\$390.00	\$210.00
74 Turbidity; each	\$5.00	\$11.00	\$9.00	\$8.00
total for 3:	\$15.00	\$33.00	\$27.00	\$24.00
75 Uranium; each	\$27.00	\$105.00	\$75.00	\$75.00
total for 1:	\$27.00	\$105.00	\$75.00	\$75.00
76 Volatile Organic Compounds (environmental); each	\$75.00	\$75.00	\$70.00	\$65.00
total for 29:	\$2,175.00	\$2,175.00	\$2,030.00	\$1,885.00
77 Volatile Organic Compounds (Drinking Water); each	\$75.00	\$75.00	\$70.00	\$75.00
total for 1:	\$75.00	\$75.00	\$70.00	\$75.00
78 Vinyl Chloride; each	\$20.00	\$8.33	\$8.00	\$15.00
total for 1:	\$20.00	\$8.33	\$8.00	\$15.00
79 Zinc; each	\$7.00	\$11.00	\$5.00	\$8.00
total for 7:	\$49.00	\$77.00	\$35.00	\$56.00
GRAND TOTAL	\$38,150.00	\$99,341.97	\$49,980.00	\$39,981.00

City of Pompano Beach Bid Tabulation
 Bid H-18-11, Laboratory Testing Services
 1/24/11

Bidder:	Florida-Spectrum Environmental Services, Inc., 1460 West McNab Road, Ft. Lauderdale, FL 33309	Flowers Chemical Labs Inc, 481 Newburyport Avenue, Altamonte Springs, FL 32701	TestAmerica Laboratories, Inc., 6712 Benjamin Road, Ste. 100, Tampa, FL 33634	Florida Testing Services, LLC, d/b/a XENCO Laboratories, 3231 N.W. 7th Avenue, Boca Raton, FL 33431
Notes:		Extension of Item 11, and Grand Total, corrected for tabulation.		
Completion time/rush charges:	Rush charges for 24 hr. completion 100% above unit cost. Rush charges for 48 hr. completion 75% above unit cost. Rush charges for 72 hr. completion 50% above unit cost.	Rush charges for 24 hr. completion 100% above unit cost. Rush charges for 48 hr. completion 75% above unit cost. Rush charges for 72 hr. completion 50% above unit cost.	Rush charges for 24 hr. completion 100% above unit cost. Rush charges for 48 hr. completion 100% above unit cost. Rush charges for 72 hr. completion 75% above unit cost.	Rush charges for 24 hr. completion 100% above unit cost. Rush charges for 48 hr. completion 75% above unit cost. Rush charges for 72 hr. completion 50% above unit cost.



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**



January 19, 2011

ADDENDUM #1, BID H-18-11 -- LABORATORY TESTING SERVICES

To All Bidders,

Please review the following requests for information, and answers provided by City staff:

Q1: Can Section (I) Item 13 documentation be submitted electronically on a disk within the bid package?

A1: Yes, this information can be submitted on a disk.

Q2: Clarification on submittals. One (1) original and one (1) copy of the bid required. Are the 2 original copies of enclosures referring to 2 separate original submittals in addition to One (1) original and one (1) copy of the bid or to include originals of enclosure documentation within both the One (1) original bid and (1) copy of the bid package?

A2: Submit one original bid, and one copy. Any enclosures that accompany the copy should be originals (i.e., color brochures, etc.) For this bid, if you submit your enclosures on a disk, submit a disk with the original bid, and another disk with the copy.

Q3: Example of comma delineated file. Is it referring to an excel spreadsheet EDD or ADaPT Format EDD?

A3: Excel format is o.k.

The deadline for receipt of sealed bids remains 2:00 p.m. (local), January 24, 2011, in the Purchasing Office at 1190 N.E. 3 Avenue, Building C, Pompano Beach, Florida, 33060.

The remainder of the Bid is unchanged at this time. Acknowledge receipt of this Addendum in the area provided on the Bid Proposal Form, page 18.

Very truly yours,

Leeta Hardin
General Services Director

cc: bid list
website
file



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**



BID H-18-11 -- LABORATORY TESTING SERVICES

December 21, 2010

The City of Pompano Beach is currently soliciting bids to establish an annual contract for laboratory testing for the Utilities Department. Sealed bids will be received until 2:00 p.m. (local), January 24, 2011, in the Purchasing office at 1190 North East 3rd Avenue, Building C, Pompano Beach, Florida. These bids will then be publicly opened at the above time and date in the presence of City officials. Bid openings are open to the public. All bidders and/or their representatives are invited to be present. Bids may not be submitted by facsimile.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate City officials for contract award.

There are three (3) sections in this bid: Specifications/Special Conditions, General Conditions, and Proposal. Please read all sections thoroughly. Complete the bid in accordance with the instructions and return all numbered pages, initialed at the bottom of each page, when you submit your bid package. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this bid, please contact Leeta Hardin, General Services Director, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Intent

The intent of this bid is to establish an annual, open-end contract for laboratory testing services for the Utilities Department, as and when needed.

B. Contract Period

The initial contract period shall be one year, commencing February 26, 2011, or upon award by the appropriate City officials, whichever date is later.

The contract shall be automatically renewed for two (2) additional one-year periods, unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

C. Quantities

No warranty or guarantee is given or implied as to the total amount to be purchased as a result of this contract. The quantities stated in this bid are estimates of annual usage, to be used for bid comparison purposes only. Tests will be ordered as needed.

D. Basis of Award

Bidders must provide pricing for all tests listed herein. Award will be made to the lowest responsive, responsible bidder based on the grand total.

E. Delivery/Completion

Regular completion time for all tests (except radiological and non-routine) to be seven (7) calendar days after pick up of sample from City. Bidders are to state an additional charge for "rush" completion in twenty-four (24), forty-eight (48), and seventy-two (72) hours. Additional charge to be stated as a percentage increase for each rush test.

Bidders are to state the number of calendar days after receipt of an order required for delivery. The City seeks a source of supply that will provide accurate and timely delivery. The awarded bidder must adhere to delivery schedules. If, in the opinion of the General Services Director, the successful bidder(s) fail at any time to meet the requirements herein, including the delivery requirements, then the contract may be cancelled upon written notice. See Section II - General Conditions, (6) "Delivery," and (10) "Default," for additional information.

F. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid solicitation the City will attempt to notify all known prospective Bidders, however, it shall be the responsibility of each Bidder, prior to submitting their bid, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their Bid proposal.

G. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.mypompanobeach.org. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

H. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division:
<http://mypompanobeach.org/directory/btr/index.html>

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

I. Detail Specifications

1. Bids are requested for providing analytical services in support of the City of Pompano Beach Utilities monitoring requirements. Bidders are to bid on all tests; one contract will be issued as a result of this solicitation.
2. All tests must be performed by a laboratory that is NELAP (National Environmental Laboratory Accreditation Program) certified through the Florida Department of Health Environmental Laboratory Services Program. The laboratory must be NELAP certified for each analyte performed for the City of Pompano Beach, by the method stated in the laboratory report and for the specific water program (i.e. SDWA, CWA).
3. Bidders should identify any tests to be subcontracted, in their Proposal. No work may be subcontracted without previous written authorization by the City of Pompano Beach. Any subcontracted work will be performed following the same certification requirements as for the contract laboratory. All subcontractor results will be clearly identified in the laboratory report including the subcontractor name and certification number.
4. The laboratory will notify the City of Pompano of any certification or accreditation changes before any work affected by the change is performed. The laboratory will provide copies of Proficiency testing results to the City upon receipt of the results. The Laboratory will also forward subcontractor proficiency results to the City.
5. All analyses will be conducted within the holding times as specified by CFR 40 part 136 and the Florida Department of Environmental Protection Standard Operating Procedures. Analytical results not meeting the quality standards specified by the laboratory's Quality Manual, the method or NELAC requirements will be qualified using FDEP qualifiers. The laboratory will promptly notify the City upon loss of data due to broken or damaged bottles, unacceptable bottles or preservatives, unacceptable quality control, or other problems in order to facilitate prompt re-sampling.

Any failure on the part of the laboratory to analyze samples within the holding time, to maintain preservation before analysis once sample custody has been taken, or to meet NELAC quality standards, must be reported within 2 working days of the failure via e-mail or telephone. Such failures will result in non-payment for the affected results. If a failure, such as analyzing samples out of holding time, reoccurs within one calendar year, the laboratory will not only provide the analysis free of charge for the resampling, but also pay for the resampling labor costs. The laboratory will maintain the ability to preserve samples (i.e. generator) when power is lost due to hurricanes and thunderstorms or payment for the affected results will be withheld.

6. The laboratory will provide to the City at no charge clean, pre-preserved sample bottles. Sample bottle decontamination records and/or certificates will be maintained by the laboratory. The laboratory will provide the proper grade of preservatives and maintain a quality control program to ensure that preservatives are free from the analytes of interest or interferences for a particular analysis. Sample bottles/preservatives will be delivered to the City within one (1) week of the request. Preserved bottles will be tightly capped so as to prevent leaking.
7. Analysis of drinking water samples will be conducted by the allowable methods as specified by the Florida Department of Health for the Safe Drinking Water Act. Environmental samples will be performed by the methods mandated by the particular program. Method detection limits must be sufficiently low to evaluate compliance with the Maximum Contaminant Levels.
8. The laboratory will pick up the samples at the City of Pompano Beach Laboratory either on a daily basis, or with sufficient time to analyze the samples within holding time and to provide the desired turn-around time.

The laboratory will provide a seven (7) calendar day turn-around time for routine tests unless "Rush" status is requested by the City. Bidders are to state the applicable charge for "rush" completion in twenty-four (24), forty-eight (48), and seventy-two (72) hours.

9. Data will be provided electronically following NELAC standards. An electronic comma delineated file will be provided at no additional charge. Raw data will be provided upon request. The laboratory will provide Level One Quality Assurance and will provide a QA report including the result of blanks, QC samples, Duplicates and Matrix Spikes. If another client's samples are used for the matrix spikes or duplicates in the analytical batch, then those results must be reported. The annual Finish Water (one - three samples), and annual Concentrate (one sample) must be reported in format 62-550.730. The Annual reuse effluent (one sample) must be reported on DEP form 62-620.910.

10. The laboratory will rework (re-digest/prep and re-analyze) samples upon request due to suspect data or historical outliers. The laboratory will also re-check calculations, dilutions or data entry when requested due to suspect data or historical outliers. The laboratory will re-analyze any samples for which the laboratory method blank or the laboratory quality control fell outside the required limits. Data reported with failed laboratory quality control or detected laboratory method blanks will not be accepted. If resampling due to these failures is necessary, the samples will be analyzed at no charge. If resampling due to failed method blank or failed laboratory quality control reoccurs within one calendar year, the analysis will not only be conducted at no charge, but the resampling labor costs will be paid by the contract laboratory.
11. Periodic on-site audits will be conducted by the City of Pompano staff. This audit will involve review of analytical data and supporting records relevant to the analyses provided to the City.
12. No minimum number of samples is guaranteed by the scope of work. Problems resulting in poor data quality, such as improper methods, improper procedures, loss of certification, or other problems resulting in data losses will result in termination of this agreement.
13. Bidders should submit the following information with their Bid Proposal:
 - a. Copy of the most recent Quality Manual.
 - b. Copy of the Florida Department of Health Laboratory Scope of Accreditation List.
 - c. Latest Copy of Proficiency Test Results (No Proficiency Test results currently under analysis will be accepted.)
 - d. Latest Department of Health Laboratory Inspection list of deficiencies.
 - e. Example of reporting comma delineated file format
14. The price quoted for each test is to be all-inclusive as specified above.
15. The individual tests required are listed in the Proposal section.

J. Insurance

The contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
- 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

C. Real & Personal Property Insurance

The Contractor is responsible for any loss or damage to tools, equipment and supplies at the job site and is also responsible for any loss or damage to buildings being constructed until that building is completed and a certificate of occupancy is issued.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY	MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE	
XX comprehensive form		
XX premises - operations	bodily injury	
— explosion & collapse		
— hazard	property damage	
— underground hazard		
XX products/completed		
XX operations hazard	bodily injury and	
XX contractual insurance	property damage	
XX broad form property	combined	
XX damage		
XX independent contractors		
XX personal injury	personal injury	

AUTOMOBILE LIABILITY

MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE

		bodily injury (each person)	
		bodily injury (each accident)	_____
XX	comprehensive form	property damage	_____
XX	owned	bodily injury and property damage combined	
XX	hired		
XX	non-owned		

REAL & PERSONAL PROPERTY

XX comprehensive form Organization must show proof they have this coverage.

EXCESS LIABILITY

—	umbrella form	bodily injury and property damage combined	\$2,000,000.	\$2,000,000.
—	other than umbrella			

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

The successful bidder shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

K. Questions And Communication

All questions regarding the bid are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168. All questions must include the inquiring firm's name, address, telephone number and Bid name and number. Questions must be received at least seven (7) calendar days before the scheduled bid opening. Oral and other interpretations or clarifications will be without legal effect. Questions and answers will be distributed to all firms known to have obtained the bid document from the City.

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids
 - 1.1. Bidders must use the form furnished by the City.
 - 1.2. Bids having any erasures or corrections must be initialed by the bidder in ink. Bid shall be typewritten or filled in with pen and ink. Manual signature must be in ink.
 - 1.3. It will be the sole responsibility of the bidder to have their bid delivered to the Purchasing office before the closing hour and date shown for receipt of bids.
 - 1.4. Bid envelopes are provided with the bid forms. Your bid should be returned in the envelope (with the correct postage affixed if the bid is mailed) and should show the following information:
 - 1.4.1. Your return mailing address in the upper left-hand corner.
 - 1.4.2. Bid Number - write or type the bid number that appears on the first page of the bid form on the line for it on the front of the envelope.
 - 1.4.3. Bid Items - write or type the title of the bid on line "Sealed bid for: _____".
 - 1.5. If not using the City-provided envelope to mail your bid, or if using a delivery service other than the U.S. Post Office, use the following address:

City of Pompano Beach
Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, FL 33060
 - 1.6. Late bids will not be considered and will be returned unopened.
 - 1.7. Bids transmitted by facsimile will not be accepted.
2. Completion of Bid Forms

Bidder is to fill in all of the blank spaces on the bid forms and return all numbered pages. Bidder should initial each page at the bottom to indicate he has read and understands the provisions contained on that page.
3. Signature Required

All bids must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. **UNSIGNED BIDS WILL BE REJECTED.** All manual signatures must be original - no rubber stamp, photocopy, etc.

4. Prices to be Firm

Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City.
5. Extensions

If there is an error in extensions (mathematical calculations), unit prices will prevail.
6. Delivery
 - 6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.
 - 6.2. Bidder must state specific number of calendar days required for delivery of each item bid in appropriate space on the bid pages for consideration of award of this bid.
 - 6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)
7. Signed Bid Considered an Offer

This signed bid is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City Commission of the City of Pompano Beach (if required). The City of Pompano Beach will issue a purchase order or a letter of authorization to the successful bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein.

In the event of default on the part of the bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.
8. Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade workmanship unless otherwise specified in this bid by the City.

9. Brand Names
Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.

10. Default Provisions
In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.

11. Samples
Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.

12. Acceptance of Materials
The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

13. Manufacturers' Certifications
The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.

14. Copyrights and Patent Rights
Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

15. Laws and Regulations
All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.

16. Taxes
The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #16-08-196489-54C and Federal exemption tax #59-74-0083K apply and appear on each purchase order.

17. Conflict of Instructions
If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.

18. Exceptions to Specifications
For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

19. Warranties
The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.

20. Retention of Records and Right to Access Clause
The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.

21. Facilities
The City reserves the right to inspect the bidder's facilities at any time, without prior notice.

22. Anti-collusion Statement
By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.

Additionally, bidder agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

23. Indemnification

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

24. Reservation for Rejections and Award

The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.

25. Interpretations

Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than five (5) working days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

26. Failure to Respond

If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our mailing list.

27. Bid Tabulations

Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self-addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.

28. Assignment

Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.

29. Termination for Convenience of City

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

30. Public Entity Crimes

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

31. Governing Procedures

This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.

32. Identical Tie Bids

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or

more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-free Workplace Program. In order to have a Drug-free Workplace Program, a business shall:

- 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 States of 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.

33. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in space provided on Proposal form.

34. Optional Contract Usage

As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

35. Non Discrimination

There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.

36. Notice To Contractor

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

SECTION III - PROPOSALIMPORTANT!!!

BID MUST BE SIGNED TO BE CONSIDERED FOR AWARD
PER GENERAL CONDITIONS SECTION 3

Item No.	Test; Maximum Frequency	Estimated #Samples/year	Cost/sample	Total cost
1.	1,1-dichloroethane; Annually	1	\$ _____	\$ _____
2.	1,2-dichloroethane; Annually	1	\$ _____	\$ _____
3.	1,1,1-trichloroethane; Annually	1	\$ _____	\$ _____
4.	2,4-D; Annually	1	\$ _____	\$ _____
5.	2,4,5-TP (Silvex); Annually	1	\$ _____	\$ _____
6.	Alkalinity; Semi-annually	104	\$ _____	\$ _____
7.	Aluminum; Annually	2	\$ _____	\$ _____
8.	Ammonia; Monthly	48	\$ _____	\$ _____
9.	Antimony; Annually	2	\$ _____	\$ _____
10.	Arsenic; Quarterly	6	\$ _____	\$ _____
11.	Student T test for DI; Quarterly	4	\$ _____	\$ _____
12.	Barium; Annually	2	\$ _____	\$ _____
13.	Benzene	1	\$ _____	\$ _____
14.	Beryllium; Annually	2	\$ _____	\$ _____
15.	BTEX short list; quarterly	8	\$ _____	\$ _____
16.	Calcium; monthly	104	\$ _____	\$ _____
17.	Ca Hardness; quarterly	12	\$ _____	\$ _____
18.	Carbon Tetrachloride	1	\$ _____	\$ _____
19.	Cadmium; Annually	3	\$ _____	\$ _____
20.	Chlorides; Daily	423	\$ _____	\$ _____
21.	Chromium; Annually	3	\$ _____	\$ _____

Item No.	Test; Maximum Frequency	Estimated #Samples/year	Cost/sample	Total cost
22.	Color; Annually	2	\$ _____	\$ _____
23.	Conductivity (lab); Monthly	20	\$ _____	\$ _____
24.	Copper; Quarterly	47	\$ _____	\$ _____
25.	Cryptosporidium; Every 2 years	1	\$ _____	\$ _____
26.	Cyanide; Annually	1	\$ _____	\$ _____
27.	Endrin	1	\$ _____	\$ _____
28.	Ethylene Dibromide; Annually	1	\$ _____	\$ _____
29.	Fecal Coliforms; Daily	395	\$ _____	\$ _____
30.	FLPRO; Quarterly	28	\$ _____	\$ _____
31.	Fluoride; Annual	2	\$ _____	\$ _____
32.	Foaming Agents; Annually	2	\$ _____	\$ _____
33.	Giardia; Every 2 years	1	\$ _____	\$ _____
34.	Gross Alpha; Quarterly	15	\$ _____	\$ _____
35.	Haloacetic Acids; Annually	6	\$ _____	\$ _____
36.	Heterotrophic Plate Counts; Monthly	132	\$ _____	\$ _____
37.	Iron; Daily	828	\$ _____	\$ _____
38.	Lead; Quarterly	55	\$ _____	\$ _____
39.	Lindane	1	\$ _____	\$ _____
40.	Magnesium Hardness; Quarterly	12	\$ _____	\$ _____
41.	Manganese; Annually	2	\$ _____	\$ _____
42.	Mercury; Annually	2	\$ _____	\$ _____
43.	Methoxychlor	1	\$ _____	\$ _____
44.	Nickel; Annually	3	\$ _____	\$ _____
45..	Nitrate; Monthly	62	\$ _____	\$ _____

Item No.	Test; Maximum Frequency	Estimated #Samples/year	Cost/sample	Total cost
46.	Nitrite; Quarterly	22	\$ _____	\$ _____
47.	Odor; Annually	2	\$ _____	\$ _____
48.	Ortho-phosphate; Monthly	104	\$ _____	\$ _____
49.	Paradichlorobenzene; Annually	1	\$ _____	\$ _____
50.	pH (lab); Annually	2	\$ _____	\$ _____
51.	Phenols; Quarterly	4	\$ _____	\$ _____
52.	PAHs; Quarterly	15	\$ _____	\$ _____
53.	Primary Drinking Water (no RADS/Asbestos; Annually	1	\$ _____	\$ _____
54.	Radium 226; Annually	2	\$ _____	\$ _____
55.	Radium 228; Annually	2	\$ _____	\$ _____
56.	Secondary Drinking Water	1	\$ _____	\$ _____
57.	Selenium; Annually	2	\$ _____	\$ _____
58.	Silver; Annually	1	\$ _____	\$ _____
59.	Sodium; Annually	2	\$ _____	\$ _____
60.	Sulfate; Monthly	38	\$ _____	\$ _____
61.	Synthetic Organic Contaminants (no dioxin); Annually	2	\$ _____	\$ _____
62.	Tetrachloroethene	1	\$ _____	\$ _____
63.	Thallium; Annually	2	\$ _____	\$ _____
64.	Trichloroethene; Annually	1	\$ _____	\$ _____
65.	Total Coliforms; Quarterly	30	\$ _____	\$ _____
66.	Total Dissolved Solids; Daily	403	\$ _____	\$ _____
67.	Total Hardness; Quarterly	12	\$ _____	\$ _____
68.	Total Kjeldahl Nitrogen; Monthly	36	\$ _____	\$ _____

Item No.	Test; Maximum Frequency	Estimated #Samples/ year	Cost/sample	Total cost
69.	Total Organic Carbon; Monthly	48	\$ _____	\$ _____
70.	Total Phosphorus; Monthly	120	\$ _____	\$ _____
71.	Total Suspended Solids; Monthly	12	\$ _____	\$ _____
72.	Toxaphene, Annually	1	\$ _____	\$ _____
73.	Trihalomethanes; Annually	6	\$ _____	\$ _____
74.	Turbidity; Annually	3	\$ _____	\$ _____
75.	Uranium; Annually	1	\$ _____	\$ _____
76.	Volatile Organic Compounds (environmental); Quarterly	29	\$ _____	\$ _____
77.	Volatile Organic Compounds (Drinking Water); Annually	1	\$ _____	\$ _____
78.	Vinyl Chloride; Annually	1	\$ _____	\$ _____
79.	Zinc; Quarterly	7	\$ _____	\$ _____
	GRAND TOTAL			\$ _____

Identify any tests to be subcontracted, and the name of the laboratory that will perform the subcontracted test:

Test	Name of Subcontractor

(use attachment if necessary)

Regular completion time to be seven (7) calendar days (except for radiological and non-routine tests) after pick up of sample from City.

Bidder Name _____

Rush charges applicable for completion time in 24 hours: _____ % above unit cost.

Rush charges applicable for completion time in 48 hours: _____ % above unit cost.

Rush charges applicable for completion time in 72 hours: _____ % above unit cost.

Identify tests that your firm categorizes as radiological or non-routine:

If awarded the contract resulting from this bid, will your company agree to extend the same prices, terms and conditions to other governmental entities? (Note -- Optional, agreement not required for contract award.)

_____ Yes _____ No

Conflict of Interest: For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If yes, give person(s) name(s) and position(s) with your business. (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

No ___ Yes ___ Name & position _____

Drug-Free Workplace: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., so certify below:

Yes, bidder has a drug-free workplace program ___ No _____

Bidder Name _____

Name & address of company submitting bid:

.....
.....
..... zip

Federal Employer Identification # or Social Security #:

.....

Telephone number:

"Fax" number:

Acknowledgment of the following Addenda is noted:

Addendum Number(s) _____ Date(s) Issued _____

Manual signature of company officer:

IMPORTANT!!! -- SIGN IN BOX ABOVE ↑, TYPE OR PRINT NAME BELOW ↓

Signer's name (typed or printed):

Title of signer:

*** Bidders should submit the following information with their Bid Proposal: Copy of the Quality Manual, and copy of the Florida Department of Health Laboratory Scope of Accreditation List, and latest copy of Proficiency Test Results (no Proficiency Test results currently under analysis will be accepted.)

*** Submit one (1) original bid, and one (1) copy. Submit two (2) original copies of all enclosures such as brochures, manuals, etc.

STATEMENT OF NO RESPONSE

If you do not intend to bid on this requirement, please complete and return this form by the bid opening deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to bid on this solicitation for the following reason(s):

- _____ We do not offer this product or an equivalent
- _____ Our workload would not permit us to perform
- _____ Insufficient time to respond to the Invitation for Bid
- _____ Unable to meet specifications (explain below)
- _____ Other (specify below)

Remarks _____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____