

Executive Summary Report

of

Event: 399-2 - Laboratory Field Sampling and Testing Services

Buyer: ERICK MARTINEZ

Date Range: 01/03/2025 03:00:00 PM - 02/25/2025 02:00:00 PM

**All Suppliers 2
Responding:**

Suppliers Responding

Supplier	Contact	Phone Number	E Mail	City	State Or Province	Total Bid Amount	Total Awarded	Response Attachments Exist
Eurofins Environment Testing Southeast, LLC	Rhonda Moll	305-407-4159	ESE.REG@ET.EurofinsUS.com	Altamonte Springs	FL	505,187.60	0.00	Yes
Advanced Environmental Laboratories, Inc.	Todd Romero	904-363-9350	tromero@aellab.com	Jacksonville	FL	573,265.50	0.00	Yes

Event Lines And Responses

Item	Description	Unit of Measure	Quantity
PLCWC LAB SAMPLING-	PLCWC Lab Sampling	EA	1.0000

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
Eurofins Environment Testing Southeast, LLC	1.0000	EA	505,187.600	0.00
Advanced Environmental Laboratories, Inc.	1.0000	EA	573,265.500	0.00

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Header Questions And Responses

QUESTION

Have you filled out and attached all Required Forms?

Question Responses

Supplier	Name	Answer
4150	Eurofins Environment Testing Southeast, LLC	Yes
4194	Advanced Environmental Laboratories, Inc.	Yes

QUESTION

Have you attached your License(s) per Section 1.5 "Licensing Requirements"?

Question Responses

Supplier	Name	Answer
4150	Eurofins Environment Testing Southeast, LLC	Yes
4194	Advanced Environmental Laboratories, Inc.	Yes

QUESTION

The attached Anti-Human Trafficking Affidavit will be requested by the City from the awarded Bidder. This is an exhibit only and not needed as part of your initial bid response.

Question Responses

Supplier	Name	Answer
4150	Eurofins Environment Testing Southeast, LLC	Yes
4194	Advanced Environmental Laboratories, Inc.	Yes

Contacts

continued...

Name	Email
ERICK MARTINEZ	emartinez@fortlauderdale.gov

Q And A

Supplier	Question	Answer
Eurofins Environment Testing Southeast, LLC	Please confirm Proposal Security of 5% is required to bid. 2.24.1 A proposal security payable to the City of Fort Lauderdale shall be submitted with the proposal response in the amount of five percent (5%) of the total proposed amount.	Yes, a Proposal Security of 5% is required per Section 2.24 "Proposal Security".
Eurofins Environment Testing Southeast, LLC	Please confirm Performance Bond for proposed price is required with 15 days of notification of award	Yes, a Performance Bond is required shall be provided to the City within 15 working days after notification of award per Section 2.25 "Payment and Performance Bond".
Eurofins Environment Testing Southeast, LLC	Can approved alternative methods be allowed? Some of the methods listed are outdated.	Yes, with approval from City.
Eurofins Environment Testing Southeast, LLC	Will the Volatile Organics Group (Table 4) be sampled at the same time as Total THMs and from the same sample?	In 26 instances, the VOC group will be sampled at the same time as the TTHMs and from the same sample. The other instances will be at different times/sample locations.
Eurofins Environment Testing Southeast, LLC	Shall we include the price of the filter for the Cryptosporidium / Giardia analyses? Yes we will. Its part of the media just like a container.	Please include all pricing required to perform the sampling and testing as required per the listed method.
Eurofins Environment Testing Southeast, LLC	Is there a method for sand concentration? Or is this a visual qualitative measure?	EPA 1684

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Supplier	Question	Answer
Eurofins Environment Testing Southeast, LLC	What type of field sampling will be required?	<p>Many of the samples will be used to verify performance of equipment and rapid analysis/results is preferred. Where reliable field analysis is possible (e.g. pH, temperature, conductivity), field analysis can be substituted for laboratory analysis in many instances. If FDEP requires analyses to be conducted in a certified laboratory with methods that are not available in the field, the analyses shall be completed in a lab (examples may include injection well injectate sampling/analysis, sampling related FDEP clearance of the water system, etc.).</p> <p>Collection of samples at multiple locations within the water treatment plant will be required. Equipment and methods shall conform to the standards and requirements of the methods to be used for the sample analysis and any required sampling tools/accessories (e.g. sample containers, stabilizers, controlled storage and handling materials, etc.) shall be furnished by the Supplier.</p>
Eurofins Environment Testing Southeast, LLC	How many days of the week is the anticipated field sampling schedule?	Can be 1-2 days a week or all 7 days a week depending on sampling needs of Contractor. Will vary throughout project.
Eurofins Environment Testing Southeast, LLC	With regards to the type of sampling equipment that will be needed, are samples going to be taken from groundwater wells?	The sampling for the water treatment scope of work would only require sampling from the influent water once inside the plant boundary; any sampling of groundwater wells would be at the city's discretion.
Eurofins Environment Testing Southeast, LLC	Can you direct me to a copy of the sample of the formal agreement template? There is a link in the bid documents, but the link isn't working for me.	<p>Please use this link:</p> <p>https://www.fortlauderdale.gov/home/showpublisheddocument/80648/638441220235600000</p>
Eurofins Environment Testing Southeast, LLC	Regarding the process for submitting pricing, there appears to be a single line item response. Is that intended to be the Grand Total from F151 of the Attachment A - Analyte List? Should it include the sampling costs and Project Management costs?	The cost proposal page lists one field for "Project Management Services" and one field for "Sampling, Testing, and Reporting". Together, the "Total Bid" amount would include all services listed in the RFP and in the amounts listed on Attachment A - Analyte List.
Eurofins Environment Testing Southeast, LLC	Can you provide a template for the proposal bond and also for the payment and performance bond?	The City does not have a template for the proposal bond. The payment and performance bond template will be given to the awarded vendor.

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Supplier	Question	Answer
Advanced Environmental Laboratories, Inc.	For dissolved iron, are samples required to be field filtered or is it acceptable to filter back in the lab? If field filtering is required, who provides the filters?	It is acceptable to filter in the lab.
Advanced Environmental Laboratories, Inc.	Define the test method for sand concentration. Neither sand concentration nor grain size are certified parameters by FDOH. Results will be uncertified.	Our understanding of this EPA method is that it only provides concentration and does not define a particle size distribution. Originally, this had been identified to be Standard Method 2560. Sand concentration is an Annex G parameter as is Sand/soil particle size distribution. I think that we may want to respond that "The test method is Standard Method 2560 or suitable equivalent that will define both concentration and particle size distribution. Uncertified results are acceptable."
Advanced Environmental Laboratories, Inc.	Is "beta photon emitters" (bid item 76) supposed to be "Gross beta" EPA Method 900.0?	Yes.
Advanced Environmental Laboratories, Inc.	Is "alpha/photon emitters" (bid item 75) supposed to be "Gamma photon emitters" EPA Method 901.1?	It is Gross Alpha per EPA Method 900.0. Gamma isn't listed in the primary standards.
Advanced Environmental Laboratories, Inc.	Is radium 226 and 228 (combined) (bid item 82) independent of the radium 226 and radium 228 line items (bid items 81 and 83), or is it calculated from these two analyses?	Calculated from the two analyses is ok.
Advanced Environmental Laboratories, Inc.	Specify which strontium analysis is required for bid item 84? Is this the radioactive isotope Strontium 90?	EPA 200.7.
Advanced Environmental Laboratories, Inc.	Will carbonate and bicarbonate (bid items 69 and 70) be a subset of alkalinity or will they need to be analyzed independently?	A subset of alkalinity is acceptable, as long as we have pH and alkalinity that would let us calculate carbonate, bicarbonate and CO2 if needed.
Advanced Environmental Laboratories, Inc.	Is there a detailed sampling plan for this project so we can estimate the level of effort for onsite sampling? Will all samples be collected from easily accessed taps? Is there groundwater well sampling required? How many days per week on site?	The sampling for the water treatment scope of work would only require sampling from the influent water once inside the plant boundary; any sampling of groundwater wells would be at the city's discretion. Can be 1-2 days a week or all 7 days a week depending on sampling needs of Contractor. Will vary throughout project. All samples will be collected from easily accessed taps.
Eurofins Environment Testing Southeast, LLC	4.2 Contents of the Proposal The City prefers that proposals be no more than 100 pages... Does the 100 page limit include supporting documentation such as Scopes of Accreditation?	The 100-page limit is inclusive of all your documents.

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Supplier	Question	Answer
SGS North America Inc.	sampling	The requested sampling does not include testing direct from the raw water wells. In the case of the injection well monitoring well, the sample pumps and tubing will be installed and operational for sampling of the water for the monitoring well.
Eurofins Environment Testing Southeast, LLC	Can you extend the due date by one week to allow for bond/cashier's check to be processed?	Addendum 1 extended the Bid Due Date to 2/18/25.
Eurofins Environment Testing Southeast, LLC	Since the laboratory will be performing sampling, can we providing sampling cost as a line item per hour rate? How should we add that to the pricing table?	The RFP is a lump sum, request for proposal. The cost to complete all services listed, should be included in the final proposed price. The cost for each Analyte per Attachment A should include all cost required to provide services as requested in the RFP, including sampling.

SECTION I – INTRODUCTION AND INFORMATION

1.1. Purpose

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s), hereinafter referred to as Contractor, Bidder or Proposer, to provide Laboratory Field Sampling and Testing Services related to the construction and startup of the new Prospect Lake Clean Water Center (PLCWC) water treatment facility for the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

1.2. Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Erick Martinez at (954) 828-4019 or email at emartinez@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by the [City's on-line strategic sourcing platform](#). Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. Contractors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in the [City's on-line strategic sourcing platform](#) shall become part of any contract that is created from this RFP.

1.3. Pre-proposal Conference and Site Visit

There will not be a pre-bid/proposal conference or site visit for this Request for Proposal.

It will be the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

1.4. Drawing Plans: There are no drawing plans for this Project.

1.5. Licensing Requirements: Laboratory shall be National Environmental Laboratory Accreditation Program (NELAP) / National Environmental Laboratory Accreditation Conference (NELAC) Certified.

OR

Any other State or County License(s), Certification(s) or Registration(s) deemed legally permissible by the City to conduct the nature of the work required in this solicitation.

Any sub-contractors employed by the Proposer shall be licensed and insured in accordance with this solicitation. Additionally, it is the Proposer's responsibility for ensuring that any sub-contractors' work meets the requirements of this solicitation at all times.

1.6. City's On-Line Strategic Sourcing Platform

The City of Fort Lauderdale uses the City's on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from the City's on-line strategic sourcing platform. Proposers are strongly encouraged to read the supplier tutorials available in the [City's on-line strategic sourcing platform](#) well in advance of their intention of submitting a proposal to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.

It is the sole responsibility of the Proposer to ensure that their proposal is submitted electronically through the City's on-line strategic sourcing platform no later than the time and date specified in this solicitation. PAPER PROPOSAL SUBMITTALS WILL NOT BE ACCEPTED. PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA the [City's on-line strategic sourcing platform](#).

1.7. Electronic Bid Openings/Proposal Closings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via the [City's on-line strategic sourcing platform](#) at the date and time indicated on the solicitation. All openings will be held on the City's on-line strategic sourcing platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on the City's on-line strategic sourcing platform before the Last Day for Questions indicated in the Solicitation.

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 02/22) are included and made a part of this RFP.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by the [City's on-line strategic sourcing platform](#) and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by the City's on-line strategic sourcing platform and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to the City's on-line strategic sourcing platform as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

2.4 Proposer's Costs

The City shall not be liable for any costs incurred by Proposers in responding to this RFP.

2.5 Pricing/Delivery

All pricing should be identified on the Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive.

Contractor shall quote a firm, fixed price for all services stated in the RFP. All costs including travel shall be included in your proposal. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

All pricing must include delivery and installation and be quoted FOB: Destination.

2.6 Price Validity

Prices provided in this Request for Proposals (RFP) shall be valid for at least One Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and Bidder/Proposer. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

2.7 Invoices/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

A payment schedule based upon agreed upon deliverables may be developed with the awarded Contractor.

2.8 Related Expenses/Travel Expenses

All costs including travel are to be included in your bid. The City will not accept any additional costs.

2.9 Payment Method

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly,

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firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

2.10 Mistakes

The proposer shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

2.11 Acceptance of Proposals / Minor Irregularities

2.11.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms, or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

2.11.2 The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

2.12 Modification of Services

2.12.1 While this contract is for services provided to the department referenced in this RFP, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

2.12.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.12.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

2.12.4 If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a

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budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

2.13 Non-Exclusive Contract

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.14 Sample Contract Agreement

A [sample of the formal agreement template](#), which may be required to be executed by the awarded vendor can be found at our website.

2.15 Responsiveness

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all its requirements, including all form and substance.

2.16 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.17 Minimum Qualifications

Proposers shall be in the business of Laboratory Field Sampling and Testing and must possess sufficient financial support, equipment, and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

2.17.1 Proposer or principals shall have relevant experience in managing and providing water quality sampling and testing services. Project manager assigned to the work must have at least three (3) years' experience in sampling and testing services and have served as project manager on similar projects.

2.17.2 Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

2.17.3 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

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2.17.4 Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.17.5 The laboratory shall be certified by the Florida Department of Health for each of the test methods specified on this contract.

2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with [City of Fort Lauderdale Ordinance No. C-11-42](#), and [Resolution No. 07-101, Lobbying Activities](#). Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office, located at 1 East Broward Boulevard, Suite 444, Fort Lauderdale, Florida 33301.

2.19 Local Business Preference – Not applicable.

2.20 Disadvantaged Business Enterprise Preference – Not applicable.

2.21 Protest Procedure

2.21.1 Any Proposer who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: [Click Here](#)

2.21.2 The complete protest ordinance may be found on the city's web site at the following link: [Click Here](#)

2.22 Public Entity Crimes

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2023), as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and 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 City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2023), as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

2.23 Subcontractors

2.23.1 If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid/proposal response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

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2.23.2 Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

2.23.3 Contractor shall require all its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

2.24 Proposal Security

2.24.1 A proposal security payable to the City of Fort Lauderdale shall be submitted with the proposal response in the amount of five percent (5%) of the total proposed amount. A proposal security can be in the form of a proposal bond or cashier's check. Proposal security will be returned to the unsuccessful contractor as soon as practicable after opening of proposals. Proposal security will be returned to the successful Proposer after acceptance of the Payment and Performance Bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or other conditions as stated in Special Conditions or elsewhere in the RFP.

2.23.1 [City's on-line strategic sourcing platform](#) allows bidders to submit bid bonds electronically directly through the system using **Surety 2000**.

2.24.2 The Proposer may choose to mail their original executed bid/proposal bond or upload the bid/proposal bond on [City's on-line strategic sourcing platform](#) to accompany their electronic proposal and then deliver the original, signed and sealed bid/proposal bond within five (5) business days from the solicitation end date or it will be determined as non-responsive. A bid/proposal security in the form of a cashier's check must be an original document and must be submitted at time of the bid/proposal due date. If choosing the cashier's check method, plan in advance to send via United States Postal Service or air freight carrier to ensure cashier's check arrives on or before bid opening/proposal closing deadline.

- A. Deliver via United States Postal Service or air freight carrier to City of Fort Lauderdale City Hall, Procurement Services Division, 101 NE 3rd Avenue, Suite 1650, Fort Lauderdale, FL 33301.
- B. Include company name, solicitation number and title clearly indicated outside of the envelope.

2.24.3 Failure of the successful Proposer to execute a contract, provide a Performance Bond, and furnish evidence of appropriate insurance coverage, as provided herein, within thirty (30) days after written notice of award has been given, shall be just cause for the annulment of the award and the forfeiture of the proposal security to the City, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

2.25 Payment and Performance Bond

2.25.1 The Proposer shall within fifteen (15) working days after notification of award, furnish to the City a Payment and Performance Bond, in the amount of the proposed price as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Payment and Performance Bond. The Performance Bond must be executed by a surety company or recognized standing to do business in the State of Florida and having a resident agent.

2.25.2 The Proposer must have a Financial Size Categories (FSC) rating of no less than "A-" by the latest edition of Best's Key Rating Guide, or acceptance of insurance company that holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

2.25.3 Acknowledgement and agreement is given by both parties that the amount herein set for the Payment and Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

2.26 Insurance Requirements

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Contractor shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests for this Agreement. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

The following insurance policies and coverages are required:

Professional Liability/Errors & Omissions

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

Contractor must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

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Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Proof of coverage must be provided for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than the State of Florida required minimums unless a different amount is required by City Ordinance(s).

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

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- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation and Professional Liability.
- g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
401 SE 21st Street
Fort Lauderdale, FL 33316

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of

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coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

2.27 Award of Contract

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the City.

2.28 Unauthorized Work

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

2.29 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

2.30 Safety

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.31 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.31.1 The non-performing party gives the other party prompt written notice describing the

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particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.31.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.31.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.31.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.32 Canadian Companies

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.33 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract, or the tasks or projects associated with the project shall not be done without prior City approval.

2.34 Manufacturer/Brand/Model Specific Request – Not applicable.

2.35 Contract Period

2.35.1 The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within **FOURTEEN (14)** calendar days of the date of the Notice to Proceed.

2.35.2 The Work shall be Substantially Completed within **SEVEN HUNDRED (700)** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

2.35.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **SEVEN HUNDRED THIRTY (730)** calendar days after the Contract Time commences to run as provided in the Notice to Proceed.

2.36 Cost Adjustments – Not applicable.

2.37 Service Test Period

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements

of the contact, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

2.38 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

2.39 Contractor Performance Reviews and Ratings

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contact.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.40 Substitution of Personnel

In the event the Contractor wishes to substitute trained, qualified, personnel for those listed in the proposal, the City shall receive prior notification and have the right to review, test and approve such substitutions, if deemed necessary. If the City has reasonable evidence to believe that an employee of the Contractor is incompetent, or has performed his or her employment in an objectionable manner, the City shall have the right to require the Contractor to resolve the situation to the City's satisfactions, provided, however, that the Contractor shall not be required to institute or pursue to completion any action if to do so would violate any law, state statute, city ordinance, contract or employment or union agreement.

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2.41 Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

2.42 Condition of Trade-In Equipment – Not applicable.

2.43 Conditions of Trade-In Shipment and Purchase Payment – Not applicable.

2.44 Verification of Employment Status

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement must be completed and submitted with Proposer's response to this RFP.

2.45 Service Organization Controls – Not applicable.

2.46 Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

2.47 PCI (Payment Card Industry) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 Purpose

The City of Fort Lauderdale is seeking the services of an experienced, qualified laboratory to provide Laboratory Field Sampling and Testing Services related to the construction and startup of the new Prospect Lake Clean Water Center (PLCWC) water treatment facility. The laboratory shall be NELAC/TNI certified by the Florida Department of Health and capable of performing all Feedstock Water, Product Water, and Deep Well Injection water and water at any intermediate phase in the process, testing required within the Scope of Services. Section 3.3 contains a list of services that may be required while Attachment A details the analytes, number of samples and EPA method required for sampling. This list shall not be construed as an exclusive list of activities that successful laboratories may be engaged in. City shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by laboratories, and for which the laboratory is experienced, qualified, and able to perform.

3.1.1 Prospect Lake Clean Water Center.

The City has entered into a Comprehensive Agreement (Agreement) with Ridgewood/IDE (Project Company) for the design, construction and operation of the Prospect Lake Clean Water Center as the replacement of the Fiveash Water Treatment Plant. The agreement requires the CITY to provide laboratory services to the Project as required for the development and operation of the Project; (City Infrastructure Obligations – Annex B of the Agreement).

3.2 Scope of Services

The City of Fort Lauderdale is seeking Statements of Qualifications from qualified laboratories in response to this Request for Qualifications for the purpose of managing the Sampling and Testing services of the following project: Prospect Lake Clean Water Center Comprehensive Agreement (Project No. P12765)

3.3 Laboratory's Requirements, Responsibilities & Services

3.3.1 General:

The Laboratory for the **Laboratory Field Sampling and Testing Services for the Prospect Lake Clean Water Center Construction and Start-up** Project will consist of those services performed by the Laboratory and sub-contractors enumerated in the Agreement between the City and laboratory. Duties may include, but will not necessarily be limited to:

- A. Providing sufficient organization, personnel and management to carry out the requirements of the Agreement in an expeditious and economical manner consistent with the interests of the City.
- B. Possessing and submitting credentials from the Florida Department of Health, National Environmental Laboratory Accreditation Program (NELAP), certifying that both the laboratory and any sub-contractors are currently in good standing and must be maintained throughout the duration of this contract.

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- C. Employees on site need to have a picture badge by their employer and be able to read, write and speak English. Employees must wear appropriate safety gear (PPE) at all times while on the project.
- D. Performing off-hours work which includes nights, holidays, weekends and 24/7 sampling.
- E. In the event the primary lab cannot complete the required testing, have a backup laboratory to complete the work within the required sample holding times.

3.3.2 Project Management:

- A. Provide administrative, management and related services to coordinate activities and responsibilities for all sampling and testing activities.
- B. Coordinate directly with CITY and PLCWC Contractors to schedule personnel needed for prompt sampling and testing at on-site locations as required.
 - i. If required during high frequency sampling, schedule personnel to remain onsite as needed for any samples required.
- C. Creating, maintaining, and distributing sampling and testing logs, with necessary information such as samples taken, analysis results, and report due dates.
- D. Schedule and conduct progress meetings as needed to coordinate upcoming sampling activities and ongoing sampling, testing, and reporting activities.

3.3.3 Onsite Sampling:

The laboratory shall provide onsite sampling services during construction, startup and commissioning of the project. Onsite Sampling services shall include the following:

- A. All fieldwork, sample collection and preservation, sample methodologies for listed criteria, data evaluation, and quality assurance/ quality control must be conducted in accordance with the following Florida Department of Environmental Protection permits.
 - a. PLCWC permit:
 - 1. FDEP PWS Permit No.: 0126081-660-WC
 - 2. PWS Facility ID: 4060486
 - b. Injection Wells permit:
 - 1. FDEP UIC Permit No.: 435765-001-002-UC/1X
 - 2. WACS Facility ID: 107906
- B. Supply proper chain of custody forms, certified pre-labeled and pre-cleaned sample containers with pre-measured amounts of chemical preservation in accordance with the criteria for containers and preservatives specified for their test methods, sample protection bags, coolers, shipping containers, collection equipment and personnel for sample collection when required.
- C. Ship or deliver sample containers ready to be tested from locations to be designated by the City. Transportation of samples is to be carried out expeditiously to ensure samples

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are analyzed before the expiration of the sample holding times specified by the EPA.

- D. All project samples will be conducted on the CITY well field and PLCWC construction site located at address below. Individual samples will be taken from different on-site locations and equipment as directed by the CITY and PLCWC contractors.

a. Site Address: 5900 Hawkins Road, Fort Lauderdale, FL 33309

3.3.4 Testing and Reporting:

The laboratory shall provide testing services of samples taken during onsite services. Testing and Reporting services shall include the following:

- A. Submit all analytical testing results within the timeline proposed by Laboratory and accepted by the CITY based on testing analysis required per sample. All reporting durations shall be coordinated prior to the start of sampling.
- B. Reports shall include the following information:
- a. Sample location, address and equipment taken from when applicable
 - b. Sample collector's name
 - c. Date and time sampled
 - d. Date sample analyzed
 - e. Analyst's name
 - f. Results of analysis
 - g. Analytical method used
 - h. Where applicable use Reporting Format 62-550.730
 - i. Report results in accordance applicable provisions of Chapter 62-160, Florida Administrative Code.
- C. Electronic data reporting shall be made available to the City in a format to permit downloading into spreadsheets or databases as required by each test.
- D. Provide, upon request, copies of quality control data including but not limited to; instrument calibrations and quality control charts for accuracy and precision, and method detection limit data.

3.3 Deliverables

Deliverables will include a variety of reports, testing data, sampling data, analysis methods, and quality assurance / quality control data.

3.4 Schedule

The CONSULTANT shall commence services immediately after the written Notice to Proceed. Notice to Proceed is dependent on award to the Contractor for each package. Services are expected to begin in June 2025 and last 730 calendar days.

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

4.1.1 The City of Fort Lauderdale uses its own on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from the [City's on-line strategic sourcing platform](#). Proposers are strongly encouraged to read the supplier tutorial available in the City's on-line strategic sourcing platform well in advance of their intention of submitting a proposal to ensure familiarity with the use of the [City's on-line strategic sourcing platform](#). The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.

4.1.2 Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.

4.1.3 All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.

IN THE EVENT OF ANY CONFLICT OR DISCREPANCY BETWEEN BID/PROPOSAL PRICE(S) SUBMITTED BY BIDDER/PROPOSER ELECTRONICALLY INTO THE CITY'S ON-LINE STRATEGIC SOURCING PLATFORM UNIT PRICE FIELD(S), ANY OTHER FORMS OR ATTACHMENTS (WHETHER PART OF THE CITY'S SOLICITATION DOCUMENTS OR DOCUMENTS CREATED AND UPLOADED BY THE BIDDER/PROPOSER), OR ANOTHER SECTION/FIELD OF THE SYSTEM, THE ONLINE UNIT PRICE(S) INPUTTED ELECTRONICALLY INTO THE SYSTEM BY BIDDER/PROPOSER SHALL GOVERN.

4.1.4 Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.

4.1.5 All proposals will become the property of the City. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters, or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void.

If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by 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 contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- 4.1.6** By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 100 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

4.2.2 Executive Summary

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff, and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

4.2.3 Experience and Qualifications

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

4.2.4 Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas, and methodology. Describe your proposed approach to the project.

The Proposer shall also propose a scheduling methodology (timeline) for effectively managing and executing the work in the optimum time. The delivery time shall be stated in calendar days from the date of City notification of award or notice to proceed with delivery. Such timeline information and proposed dates shall include, but not necessarily be limited to: delivery, installation, acceptance testing, personnel, and other related completion dates, in accordance with the RFP specifications.

NOTE: The project must be completed and accepted within **SEVEN HUNDRED THIRTY (730)** days from the City Notice to Proceed.

Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities, and other available resources you offer for the project.

Additionally, the proposal should specifically address:

- A. Who
- B. What
- C. When
- D. Where
- E. Why
- F. How

4.2.5 References

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFP. Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Description of work.
- Year the project was completed.
- Total cost of the project, estimated and actual.

Note: Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

4.2.6 Minority/Women (M/WBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

4.2.7 Subcontractors

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

4.2.8 Required Forms

A. Proposal Certification

Complete and attach the Proposal Certification provided herein.

B. Cost Proposal

Provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

C. Non-Collusion Statement

This form is to be completed, if applicable, and inserted in this section.

D. Non-Discrimination Certification Form

This form is to be completed and inserted in this section.

E. Local Business Preference (LBP)

This form is to be completed, if applicable, and inserted in this section.

F. Disadvantaged Business Enterprise Preference (DBEP)

This form is to be completed, if applicable, and inserted in this section.

G. Contract Payment Method

This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

H. E-Verify Affirmation Statement

This form must be completed and returned with your proposal.

I. Affidavit of Compliance

This form must be completed, notarized, and returned with your proposal.

J. Anti-Human Trafficking Affidavit

This form must be completed, notarized, and returned with your proposal.

K. Sample Insurance Certificate

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

L. W-9 for Proposing Firm

This form must be completed and returned with your proposal.

M. Active Status Page from Division of Corporations – Sunbiz.org

Provide PDF of current page with your proposal.

END OF SECTION

SECTION V – EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Bid/Proposal Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at: [Click Here](#). Tabulations of receipt of those parties responding to a formal solicitation may be found at: [Click Here](#). Any interested party may call the Procurement Services Division at 954-828-5933, or email ProcurementSupport@fortlauderdale.gov, for more information.

5.1.2 Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be in attendance at scheduled evaluation meetings. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

5.1.3 The Committee may short list Proposals that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short-listed Proposers. The Evaluation Committee shall then re-score and re-rank the short-listed firms in accordance with the weighted criteria.

5.1.4 The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.

5.1.5 The final ranking and the Evaluation Committee's recommendation may then be reported to the City Manager for consideration of contract award.

5.2 Evaluation Criteria

5.2.1 The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each Proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

5.2.2 Weighted Criteria

CRITERIA	PERCENTAGE
Qualifications and Experience of Firm and Subconsultants	40%
Price	20%
History and Past Performance	10%
Approach to Scope of Work	30%
TOTAL PERCENT AVAILABLE:	100%

5.3 Contract Award

The City reserves the right to award a contract to that Consultant who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

END OF SECTION

SECTION VI - COST PROPOSAL PAGE

Proposer Name: _____

Proposer agrees to supply the products and services at the prices bid/proposed below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal in the quantities listed in **Attachment A – Analyte List**. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

Project Management Services

1. Project Management \$ _____

SUB-TOTAL Project Management: \$ _____

Laboratory Testing Services

2. On-site Sampling, Testing and Reporting
(Per Attachment A – Analyte List) \$ _____

SUB-TOTAL Laboratory Testing: \$ _____

CONTINGENCIES

4. Owner Contingency for Additional Testing: \$ 50,000

**TOTAL BID – Project Management, Laboratory Testing and Allowance
Costs (proposed “Contract Price”)**

(IN WORDS)

\$ _____
(FIGURES)

1. The prices listed in the Price Proposal Form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, profit, bonds, insurances, etc., for all sampling and reporting quantities listed in Attachment A as necessary to ensure proper execution of the Laboratory Field Sampling and Testing services and product requested by the City of Fort Lauderdale. Any pricing, quantities, costs or services that are not listed above, and are known to be required, must be added by the Proposer and listed on a separate sheet and included in the total.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this proposal open for a period of one hundred and eighty (180) days from the deadline for receipt of proposals.
3. I understand and agree to be bound by the conditions contained in the Request for Proposal and shall conform with all requirements of the Request for Proposal.

Name: (Please Print)

Proposer Signature Title: Date:

Laboratory Field Sampling and Testing Services for the
Prospect Lake Clean Water Center Construction and Start-up
Attachment A - Analyte List

Line Item	Analyte Name	Count	EPA Method	Unit Price per Test	Extended Price
1	Turbidity	2,785	180.1		\$ -
2	Antimony	48	200.8		\$ -
3	Arsenic	48	200.7		\$ -
4	Asbestos (fibers >10 micrometers)	48	Sub		\$ -
5	Barium	230	200.7		\$ -
6	Beryllium	48	200.7		\$ -
7	Cadmium	48	200.7		\$ -
8	Chromium (total)	48	200.7		\$ -
9	Cyanide (as free cyanide)	48	9012		\$ -
10	Fluoride	344	300.0		\$ -
11	Lead	48	200.8		\$ -
12	Mercury (inorganic)	48	245.1		\$ -
13	Nickel	48	200.7		\$ -
14	Nitrate (measured as Nitrogen)	230	300.0		\$ -
15	Nitrite (measured as Nitrogen)	48	300.0		\$ -
16	Selenium	48	200.8		\$ -
17	Sodium	402	200.7		\$ -
18	Thallium	48	200.8		\$ -
19	Aluminum	48	200.7		\$ -
20	Chloride	402	300.0		\$ -
21	Copper	53	200.7		\$ -
22	Iron	344	200.7		\$ -
23	Manganese	344	200.7		\$ -
24	Silver	48	200.7		\$ -
25	Sulfate	392	300.0		\$ -
26	Zinc	48	200.7		\$ -
27	Color	1,800	110.2/2120		\$ -
28	Foaming Agents	48	MBAS		\$ -
29	Odor	48	Odor		\$ -
30	Total Dissolved Solids	392	160.1		\$ -
31	pH	1,827	Field		\$ -
32	Boron	194	200.7		\$ -
33	Calcium	387	200.7		\$ -
34	Magnesium	387	200.7		\$ -
35	Calcium Hardness	349	Calculated		\$ -
36	Magnesium Hardness	349	Calculated		\$ -
37	Total Hardness	349	Calculated		\$ -
38	Potassium	387	200.7		\$ -
39	Silica	339	200.7		\$ -
40	Dissolved Iron	3,125	200.7		\$ -
41	Total Iron	4,496	200.7		\$ -
42	Uranium	80	200.8		\$ -
43	Bromine	194	300.0		\$ -
44	Bromate	26	300.1		\$ -
45	Chlorite	26	300.1		\$ -
46	Free Ammonia	339	350.1		\$ -
47	Total Ammonia	339	350.1		\$ -
48	Total Kjeldahl Nitrogen	48	351.2		\$ -
49	Phosphate	215	365.4		\$ -
	Synthetic Organic Contaminants Group - FAC 62-550 Table 5	48			\$ -
	Ethylene dibromide	-	504.1		
	1,2-Dibromo-3- chloropropane (DBCP)	-	504.1		
	1,2-Dichloropropane	-	504.1		
	Chlordane	-	508		
	Endrin	-	508		
	Heptachlor	-	508		
	Heptachlor epoxide	-	508		
	Hexachloro- cyclopentadiene	-	508		
	Hexachlorobenzene	-	508		
	Lindane	-	508		

**Laboratory Field Sampling and Testing Services for the
Prospect Lake Clean Water Center Construction and Start-up
Attachment A - Analyte List**

50	Methoxychlor	-	508		
	Polychlorinated biphenyls (PCBs)	-	508		
	Toxaphene	-	508		
	2,4,5-TP (Silvex)	-	515.3		
	2,4-D	-	515.3		
	Dalapon	-	515.3		
	Dinoseb	-	515.3		
	Pentachlorophenol	-	515.3		
	Picloram	-	515.3		
	Alachlor	-	525.2		
	Atrazine	-	525.2		
	Benzo(a)pyrene (PAHs)	-	525.2		
	Di(2-ethylhexyl) adipate	-	525.2		
	Di(2-ethylhexyl) phthalate	-	525.2		
	Simazine	-	525.2		
	Carbofuran	-	531.1		
	Oxamyl (Vydate)	-	531.1		
	Glyphosate	-	547		
	Endothall	-	548.1		
	Diquat	-	549.2		
	Dioxin (2,3,7,8-TCDD)	-	1613		
51	Volatile Organic Contaminants Group - FAC 62-550 Table 4	48			\$ -
	1,1,1-Trichloroethane	-	524.2		
	1,1,2-Trichloroethane	-	524.2		
	1,1-Dichloroethylene	-	524.2		
	1,2,4-Trichlorobenzene	-	524.2		
	1,2-Dichloroethane	-	524.2		
	Benzene	-	524.2		
	Carbon tetrachloride	-	524.2		
	Chlorobenzene	-	524.2		
	cis-1,2- Dichloroethylene	-	524.2		
	Dichloromethane	-	524.2		
	Epichlorohydrin	-	524.2		
	Ethylbenzene	-	524.2		
	o-Dichlorobenzene	-	524.2		
	p-Dichlorobenzene	-	524.2		
	Styrene	-	524.2		
	Tetrachloroethylene	-	524.2		
	Toluene	-	524.2		
	trans-1,2, Dichloroethylene	-	524.2		
	Trichloroethylene	-	524.2		
	Vinyl chloride	-	524.2		
	Xylenes (total)	-	524.2		
52	Total Trihalomethanes (TTHMs Group)	26	524.2		\$ -
	Chloroform	-	524.2		
	Bromodichloromethane	-	524.2		
	Bromoform	-	524.2		
	Dibromochloromethane	-	524.2		
53	Haloacetic acids (HAA5 Group)	26	552.2		\$ -
	Dibromoacetic Acid	-	552.2		
	Dichloroacetic Acid	-	552.2		
	Monobromoacetic Acid	-	552.2		
	Monochloroacetic Acid	-	552.2		
	Trichloroacetic Acid	-	552.2		
54	Corrosivity	43	9040		\$ -
55	Fecal coliform and E. coli	62	9222		\$ -
56	Total Coliforms	903	9223		\$ -
57	Legionella	62	Legiolert		\$ -
58	Heterotrophic plate count (HPC)	62	SM9215		\$ -
59	Cryptosporidium	62	1623.1		\$ -
60	Giardia lamblia	62	1623.1		\$ -
61	Viruses (enteric)	62	ICR Method		\$ -
62	Sand Concentration	124			\$ -
63	Sand/Soil Particle Size Distribution	11	ASTM D422		\$ -

**Laboratory Field Sampling and Testing Services for the
Prospect Lake Clean Water Center Construction and Start-up
Attachment A - Analyte List**

64	Chloramines (as Cl2)	78	Field		\$ -
65	Free Chlorine (as Cl2)	63	Field		\$ -
66	Chlorine (as Cl2) Total	63	Field		\$ -
67	Dissolved Oxygen	469	Field		\$ -
68	Alkalinity	339	310.1/SM2320		\$ -
69	Carbonate	194	Calc		\$ -
70	Bicarbonate	242	Calc		\$ -
71	Carbon Dioxide	1,662	Calc		\$ -
72	Conductivity	354	120.1/2510		\$ -
73	H2S	1,662	4500 UV/Vis		\$ -
74	Acrylamide	48	8316/8270		\$ -
75	Alpha/photon emitters	48	901.1		\$ -
76	Beta photon emitters	230	Gross Beta		\$ -
77	Combined Uranium (U-234, U-235, & U-238)	21			\$ -
78	Gross Alpha	32	900.0		\$ -
79	Gross Alpha (Excl Uranium)	21			\$ -
80	Gross Alpha (Incl Uranium)	21			\$ -
81	Radium 226	53	903.1		\$ -
82	Radium 226 and Radium 228 (combined)	48	Calculated		\$ -
83	Radium 228	53	904.00		\$ -
84	Strontium	194			\$ -
85	Total Organic Carbon	2,086	SM 5310/415.1		\$ -
86	Total Organic Halogen	48	9020		\$ -
87	Total Suspended Solids	2,115	160.2		\$ -

Grand Total: \$0.00



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

Event 399
Laboratory Field Sampling and Testing Services
ISSUED: February 3, 2025

This addendum is being issued to make the following change:

1. The **Bid Due Date** is hereby extended to **Tuesday, February 18, 2025, 2:00pm**, local time.

All other terms, conditions, and specifications remain unchanged.

Erick Martinez
Senior Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____



City of Fort Lauderdale • Procurement Services Division
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ADDENDUM NO. 2

Event 399
Laboratory Field Sampling and Testing Services
ISSUED: February 18, 2025

This addendum is being issued to make the following change:

1. The **Bid Due Date** is hereby extended to **Tuesday, February 25, 2025, 2:00pm**, local time.

All other terms, conditions, and specifications remain unchanged.

Erick Martinez
Senior Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____