1. **INTRODUCTION**

The purpose of this Request for Proposal (RFP) is to establish a contract to provide analytical laboratory services on an on-call basis that comply with regulations of the Florida Department of Environmental Protection (FDEP) and the United States Environment Protection Agency (EPA) in conjunction with the County’s needs.

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

The County has four (4) solid waste facilities under permit for operation, expansion and/or closure by the FDEP. The facility names currently under permit are Lake County Central Solid Waste Management Facility (Central Facility) which consists of: Phase 1, Phase 2, Phase 3, C&D and MOP; Lady Lake; Log House; and Umatilla Landfills. Two of these (Lady Lake and Log House) do not currently require any water testing.

There are approximately 100 wells scheduled to be monitored at these facilities. In addition to ground water analysis, the Ground Water Monitoring Plans also require quality control samples, trip and equipment blanks. The general analytical requirements are shown in the table below. Estimates of wells and/or parameters are subject to change.

1. **TABLE OF SCHEDULED LANDFILL MONITORING**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| *LANDFILL* | *SAMPLE TYPE* | *PARAMETER GROUP CODE\** | *APPROX. NUMBER OF SAMPLES* | *FREQUENCY*  *(See Cost Sheet for Details)* |
| Lake County Central | Ground Water | MPIS | 59 | Semiannually |
| Solid Waste |
| C & D | WCD | 8 | Semiannually |
| Management Facility |
| (Central Facility) |
|  | Monitoring | MOP | 37 | Semiannually |
|  | Only Plan |  |  |  |
|  | (MOP) |  |  |  |
| Umatilla | Ground Water | UM | 9 | Semiannually |

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

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

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

1. **MINIMUM SPECIFCATIONS FOR LABORATORY ANALYTICAL SERVICES**

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

1. **DESCRIPTION**

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

* 1. The Laboratory shall deliver to the County sample bottles, containers and coolers required to conduct sampling in accordance with the requirements of all pertinent Quality Assurance Plans/Project Plans. The cost of this service shall be included in the cost of analysis by the Laboratory and shall be included in the Proposal Price. All such bottles, containers and coolers shall remain the property of the Laboratory.
  2. The Laboratory shall arrange for the samples and containers to be picked up and transported from the County to the Laboratory after collection by the County. The shipping cost/courier cost shall be included in the cost of analysis.
  3. In the event a sample is lost, destroyed or otherwise compromised by the Laboratory, at the option of the County, a resampling fee may be deducted from the invoice for each well or station required to be resampled.
  4. Compensation:
     1. The laboratory shall be paid at the unit price times the number of units for all laboratory services performed. The unit price shall include all costs, i.e. postage, shipping, professional and technician time, mileage, handling, reporting, quality assurance/quality control, and any other direct costs associated with the analysis.
     2. In the event a sample is lost, destroyed or otherwise compromised by the Laboratory, at the option of the County, a $100.00 resampling fee may be deducted from the invoice for each well or station required to be resampled.
     3. Compensation for initial preparation of setting up an electronic data deliverable (EDD) template as defined in Section 3 shall be invoiced as an hourly charge per the fee schedule.
     4. The Laboratory shall be compensated for professional services for work not directly related to sample analysis or preparation of a new EDD template. This compensation shall be at the rate(s) specified in the proposal and on an hourly basis. The County must approve these services in advance and in writing.
     5. The Laboratory will be required to set up an electronic data deliverable (EDD) template as defined in writing by the County. The template will be for the purpose of delivering analytical results electronically. (The hourly charge for these services will be at the rate designated in the Analytical Cost Calculation Form in Section 4.) After the initial preparation, additional charges will not apply unless the County changes the EDD requirements. Notification of a change will be in writing. In addition to the EDD, the Laboratory will also be required to report data to the County in FDEP’s ADaPT format.
     6. Professional services may be requested for work not directly related to sample analysis or preparation of a new EDD template. The County must approve in writing these services prior to those services being rendered.
  5. For landfill samples, the Laboratory’s invoice shall be itemized by “Landfill” and “Sample Type” as defined on the Fee Schedule. Invoices shall be provided within fourteen (14) calendar days after final results have been reviewed and approved for a semiannual sample event. Invoices shall at a minimum contain the following information:

Name of site.

List of wells included on invoice.

Analyses performed.

Amount of this invoice.

1. **LIQUIDATED DAMAGES**

The amount of liquidated damages shall not exceed the total amount to be invoiced for the sampling event. Liquidated Damages for failure to deliver the required reports of the sampling results on time shall follow the table below:

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

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

1. **INSPECTION OF FACILITIES**

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

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

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

1. **REPORTING PROCEEDURES**
   1. All analyses shall be completed and initially reported as described below, within thirty (30) calendar days of delivery to the Laboratory of the final sample for the landfill, sample type and sampling event, unless designated otherwise beforehand.
   2. The Laboratory shall check all landfill results using FDEP’s ADaPT program. All problems shall be corrected prior to the results being reported to the County. All ADaPT reports shall be provided along with the results.
   3. Results of all analyses shall be submitted to the County in an electronic data deliverable (EDD) format file and (for all landfill samples) in ADaPT. All results of analyses including non-landfill results shall be reported in the EDD format. This also includes all equipment and trip blanks and other QA/QC data unless County specifically directs otherwise.
   4. Laboratory shall provide the EDD file by website, FTP download or email.
   5. At a minimum the laboratory reports shall be provided in the Adobe Acrobat or other electronic format as specified by the County. This reporting procedure shall be used unless the County directs in writing or email the Laboratory to use a different procedure.
   6. The County also requires all landfill data to be submitted in the FDEP ADaPT electronic format at no additional charge.
   7. Laboratory shall certify that data transmitted both electronically and on paper is accurate and complete.
   8. The quality control data reported with the analyses shall be in accordance with FDEP-QA, NELAP and/or replacement and the Laboratory’s QSM.
   9. The final data report for each workorder, (sample analysis data, quality control data, and Quality Control Report for the work order), shall be forwarded along with the invoice, as a complete package, unless directed otherwise by the County.
2. **QUALITY CONTROL**
   1. The County may send blind quality control samples as necessary. These could include field spikes and similar samples.
   2. The County requires one (1) trip blank sample per sampling day when VOCs are being analyzed.
   3. Quality samples, when requested by the County, shall be billed at the contracted Sample Type rate.
   4. The Laboratory shall maintain quality control records for each sampling event for five (5) years. These records shall be available to the County upon request.
   5. The minimum standards for quality control shall be as described in current versions of: DEP-SOP-001/01 sections FS2200, FQ1000 and FD1000, “Handbook for Analytical Quality Control in Water and Wastewater Laboratories”, EPA-600/4-79-019 March 1979 and the TNI Standard.
3. **QUALIFICATION FOR SUBMISSION & CONTRACTING SERVICES**
   1. Distance to Laboratory: To ensure sample integrity and for the ability to make periodic unannounced inspections, only those Laboratories within a 120-mile radius of Tavares will be considered.
   2. Location of Analysis: All analysis shall be performed at the same Laboratory facilities specified in the contract unless specifically approved in advance by County in writing.
   3. Dividing of Samples: Analyses shall not be divided between two or more laboratory facilities owned by the Laboratory unless specifically approved in advance in writing by the County.
   4. Various Required Plans: All required Laboratory health, safety and operating plans and procedures shall be available for review upon request by the County.
   5. Methods used for Analysis: The Laboratory shall provide a list of analytical methods proposed to be used to meet requirements for each Sample Type. (See Attachment 3)
4. **STANDARDS**
   1. NELAP/TNI Certifications: Laboratory facilities shall be at all times NELAP/TNI accredited by the State of Florida, Department of Health (DOH), to conduct analyses of all parameters in the List of Parameters herein, pursuant to Chapter 64E-1 F.A.C., Certification of Water Testing Laboratories and Environmental Water Analysis Programs. Proof of certifications shall be submitted with the proposal. This certification must be maintained for the entire contract period with updated copies provided throughout the duration of the contract. The County shall be notified in writing within five (5) working days of any changes in certification status for any or all parameters.
   2. Laboratory Quality Systems Manual: The proposing Laboratory shall have an approved Quality Systems Manual or other approved equivalent plan, which shall be submitted with the proposal. Laboratory shall make the County aware of any approved changes or modifications in writing within five (5) working days. One copy shall be submitted with the proposal.
   3. Submission of Evaluations: Copies of all Laboratory Proficiency Testing results over the past two (2) years shall be submitted with proposal.
   4. Detection Limits: The Laboratory shall perform all analyses at or below the required detection limits. The RDLs shall be at or below State required GCTLs, MCLs or other recommended guidelines as stated in Federal, State or Local regulations. Both MDL and RDL are required to be reported with the results.
   5. Subcontract Laboratories: If a subcontracted laboratory is necessary to perform any work required under this RFP, the same information required for the proposed laboratory must also be submitted for the subcontractor’s laboratory. They will be evaluated under the same standards as the primary Laboratory relative to the portion of work they do.

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

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

* 1. Water Pollution (WP) & Water Supply (WS) Proficiency Testing Program:

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

* 1. Other Regulations: The Laboratory shall demonstrate compliance with all required Federal, State and Local regulations including the handling and disposing of hazardous waste.
  2. Analytical methods used to perform analyses shall remain consistent with original submittal unless the County approves the change in writing.

1. **EQUIPMENT**
   1. Minimum laboratory equipment requirements for Basic Environmental Chemistry/Microbiology Analysis
      1. Auto analyzer with Auto Sampler or Discrete Analyzer or IC or another equivalent
      2. Total Organic Carbon Analyzer
      3. Bacteriological Apparatus for Presence/Absence, Most Probable Number
      4. UV/Vis Spectrophotometer
      5. High Temperature Ovens
      6. Turbidity Meter
      7. Digestion Blocks with appropriate ventilation
      8. Assorted glassware
   2. Minimum laboratory equipment requirements for organic analysis (Minimum of One Each):
      1. Gas Chromatograph of any of the following type: Electron Capture, Flame Ionization, Hall Electron Capture, Flame Photometric, Photoionization, equipped with Auto Sampler and/or Purge and Trap concentrators.
      2. Gas Chromatograph/Mass Spectrophotometer with Ion Trap, and appropriate detector(s) and sampling apparatus, (refer to GC)
      3. HPLC using UV and Fluorescence Detectors, with Autosampler.
   3. Minimum laboratory equipment requirements for inorganic analysis (Minimum of One Each):
      1. Atomic Absorption Spectrophotometer with Flame Burning Unit, Graphite Furnace and Cold Vapor Absorption Apparatus installed with Autosampler and/or Inductively Coupled Plasma with Autosampler and/or ICP-MS with Autosampler
      2. Digestion Apparatus

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