

REQUEST FOR PROPOSALS
ENVIRONMENTAL LABORATORY SERVICES
#09-123

ISSUED BY WAKE COUNTY GOVERNMENT
Wake County Environmental Services
Raleigh, NC

October 27, 2009

1 Introduction

1.1 Introduction

Wake County Government (“The County”) is seeking proposals from a qualified firm to provide scheduled environmental laboratory services for the Solid Waste Management Division pertaining to analyzing groundwater, surface water, and leachate from Wake County owned landfills per North Carolina Department of Environment and Natural Resources (NCDENR) standards.

The County intends to award a one year contract with an initial term of January 1, 2010 through December 31, 2010, with option for two 1-year renewals, not to exceed a total term of 3 years. The selected vendor shall provide services at a set negotiated fee for the first year of the contract.

Contract terms, conditions, and negotiated pricing will be applicable to all Wake County departments and municipalities choosing to employ the Vendor during the contract term.

It is estimated that the Wake County Solid Waste Management Division will perform monthly (12) leachate sampling events at two (2) landfills, and semi-annual sampling events for groundwater, surface water, and leachate at three (3) landfills. **Attachment A** lists the approximate schedule, location of sampling events, and the constituents to be analyzed for each sampling parameter under NCDENR’s Department of Water Quality (DWQ) and Solid Waste Section standards.

1.2 General Bidding Requirements

When responding to this RFP, please follow all instructions carefully. Please submit proposal contents according to the outline specified and submit documents according to the instructions. Failure to follow these instructions will be considered a non-responsive proposal and may result in immediate elimination from further consideration.

By submitting a proposal, Proposers acknowledge that:

The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Proposers at any time to gather additional information.

The County will receive proposals at the time and place noted in this document. At that point, the County will close the receipt of proposals and begin the evaluation process. The only information that will be released will be the names of the respondent(s). No other information will be disclosed, except as required by the evaluation process, until a contract is awarded.

2 General Submittal Requirements

2.1 Proposal Contact

This RFP, and any subsequent action taken as a result thereof, is issued by Wake County Procurement Services on behalf of the County. Proposal responses should be directed specifically, as outlined below.

In regards to this RFP and subsequent procurement process, vendors shall make NO CONTACTS, either written or verbal, with any Wake County employee, staff member, or Board of Commissioner members during the period beginning with the issuance of this document through approval of award unless authorized by the proposal contact. ***Any attempt by a Proposer to contact or influence a member or members of the aforementioned will result in the immediate disqualification of the Proposer from award for items or services on this RFP.***

2.2 Proposal Submittal Requirements

Proposers are required to prepare their proposals in accordance with the instructions outlined in this part and elsewhere in this RFP. Each Proposer is required to submit its proposal in a sealed package, with Proposer's name, RFP number, and proposal closing time/date marked clearly on the proposal submission.

Submit one (1) original, four (4) hard copies and one electronic version on CD, (Word format) of the proposal to the address shown below.

Tom Wester
Wake County Procurement Services
Wake County Office Building – Rm 926
PO Box 550 (27602)
337 S. Salisbury Street (27601)
Raleigh, North Carolina

The County must receive proposals no later than **3:00 p.m. November 17, 2009.** **Late proposals will not be accepted.** The time of receipt shall be determined by the time clock in the Wake County Procurement Services office. **The County will not be held responsible for the failure of any mail or delivery service to deliver a proposal response prior to the stated proposal due date and time.** It is solely the Proposer's responsibility to: (1) Ascertain that they have all required and necessary information, documents and addenda, prior to submitting a response; (2) ensure that the response is received at the correct location and time. Late responses, regardless of delivery means, will not be accepted. No fax or emailed responses will be accepted or considered.

2.3 Proposer Expenses

The County will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Wake County and/or its representatives. Further, the County shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Proposer even if the Board of Commissioners has formally accepted a recommendation.

2.4 Interpretations, Discrepancies, and Omissions

Submit written questions about this RFP to Joe Alexander at **Joseph.Alexander@wakegov.com.** **by 3:00 p.m. November 2, 2009.**

Responses to questions will be posted at <http://www.wakegov.com/businesses/rfp> by **5:00 p.m. , November 5, 2009.**

The issuance of such written responses is the only official method by which interpretation, clarification or additional information will be given by the County. Only requests answered by formal written responses will be binding. Oral and other interpretations or clarification will be without legal effect. It is the County's intent not to issue any written addenda, clarification, etc. **after 5:00 p.m. November 5, 2009.**

2.5 Award

Wake County reserves the right to award a contract, based on initial offers received from Proposers, without discussion and without conducting further negotiations. Under such circumstance, the acceptance of a proposal by the County shall be deemed to be an acceptance of an offer and that such acceptance will be binding upon both parties. The County may also, at its sole discretion, have discussions with those Proposers that it deems to fall within a competitive range. The County may enter into negotiations separately with such Proposers. Negotiations with a Proposer may continue with a Proposer that the County has tentatively selected to award a contract to. The County shall not be deemed to have finally selected a Proposer until a contract has been successfully negotiated and signed by both parties.

2.6 Retention of Proposer Material

Any and all information submitted in conjunction with this RFP and the evaluation process will not be returned to the respondent.

3 General Terms and Conditions

3.1 Certification

The Proposer hereby certifies that it has carefully examined this Request for Proposal and the Proposer certifies that it understands the scope of the work to be done and that the Proposer has knowledge and expertise to provide the scope of the work. By signature on the response to the RFP, the Proposer certifies that its proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all proposals for the purchase will result from free, open and competitive proposing among all vendors. Further, the Proposer certifies that it understands that collusive bidding/proposing is a violation of Federal law and can result in fines, prison sentences, and civil damage awards.

3.2 Conflict of Interest

By submission of a response, the Proposer agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by Wake County. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the County, in consultation with legal counsel, may reject their proposal.

3.3 Assignment

No assignment of the Proposer's obligations or the Proposer's right to receive payment hereunder shall be permitted without prior consent of the County. The Proposer may not sell, assign, transfer or convey the contract resulting from this RFP, in whole or in part, without the prior written approval from the County.

3.4 Indemnification

The Contractor will indemnify and hold the County harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to tangible property which may accrue against the County to the extent it is caused by the negligence of Contractor, its subcontractors, or their employees or agents, while performing duties under this Agreement, provided that the County gives the Contractor prompt, written notice of any such claim or suit. The County shall cooperate with Contractor in its defense or settlement of such claim or suit. This section sets forth the full extent of the Contractor's general indemnification of the County from liabilities that are in any way related to Contractor's performance under this Agreement.

3.5 Independent Contractor

It is understood that in the performance of any services herein provided, the Proposer shall be, and is, an independent contractor, and is not an agent or employee of the County and shall furnish such services in its own manner and method, except as required by this contract. Further, the Proposer has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by the Proposer in the performance of the services hereunder. The Proposer shall be solely responsible for, and shall indemnify, defend, and save the County harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

3.6 Payment

Payment for the rendered services pursuant to the Agreement resulting from this RFP shall be made in amounts and at times set forth in the Agreement and shall be made upon receipt of original invoice(s) in accordance and in conformity with payment dates for bills and claims as established by the County. Prior to payment, the Contractor must submit an original dated itemized invoice of services rendered. (Photographs or facsimiles of invoices will not be accepted.) Any reimbursement for expenses as allowed in the Agreement that are included in the invoice(s) must be supported with attached original billings for such expenses.

3.7 Governing Law

This RFP and any resulting contract shall be governed by and construed according to the laws of the State of North Carolina. Should any portion of any contract be in conflict with the laws of the State of North Carolina, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect.

3.8 Confidential Information/Public Records Law

The County assumes no responsibility for confidentiality of information offered in a proposal. The RFP does not intend to elicit proprietary information. However, if proprietary information is submitted as part of the proposal, the information is to be labeled as such. Proposals are not subject to public inspection until after the contract award. Wake County reserves the right to share any information submitted in response to this RFP or process with any person(s) or firm(s) involved in the review and evaluation process. Proprietary or confidential information must be clearly labeled as such at the time of initial submission and to the extent provided by N.C.G.S. Chapter 132, will not be made available for public inspection. In the event that a request for inspection is made under public records law, the Proposer will be notified of the request and may participate in any subsequent civil action to compel disclosure of confidential information.

3.9 Compliance with Laws and Regulations

Proposer must comply with all applicable State and Federal Laws. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful Proposer to notify Wake County at once, indicating in their letter the specific regulation which required such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

3.10 Termination for Cause

Wake County may terminate this contract for cause based upon the failure of the Town to comply with the terms and/or conditions of the contract; provided that Wake County shall give the Town written notice specifying the Town's failure. If within thirty (30) days after receipt of such notice, the Town shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then Wake County may, at its option, terminate the contract on the date specified in such notice. The Town may exercise any rights available to it under North Carolina law to terminate for cause upon the failure of Wake County to comply with the terms and conditions of this contract; provided that the Town shall give Wake County written notice specifying Wake County's failure and a reasonable opportunity for Wake County to cure the defect.

3.10 Acceptance

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the proposal.

Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests to do so. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the County's best interest. Moreover, the County reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the County.

3.11 New Services

From time to time during the period of work outlined in the RFP and afterward, the County may elect to have the Proposer perform services that are not specifically described in the Statement of Work but are related to the contracted services (the “New Services”), in which event the Proposer shall perform such New Services on a time-and-materials basis, and at an hourly rate that does not exceed the hourly rate negotiated in this contract for each of the Proposer Personnel assigned to perform such New Services. This will be accomplished through an amendment to the contract.

4 Proposal Format

Please include the following in your Proposal:

1. Complete the Proposal Cover Page: See **Attachment A**
2. Provide a description of your agency that includes information about the length of time you have been providing laboratory testing services and any relevant specialty areas.
3. Describe how your agency meets the following specifications for services provided under this contract:
 - A. Testing Services
 1. The preponderance of tests must be performed at and by one of the facilities owned and operated by the Vendor lab itself; very few should be referred to laboratories not under the control and certification of the Vendor lab
 - B. Test Request Forms:
 1. Comprehensive in describing the tests, sample, and storage requirements of tests most often requested
 2. Flexible in allowing the user to establish special panels or test groupings both to reduce cost (special pricing) and to facilitate the ordering of such groups of tests (Pre Prints)
 3. Must show the full name and description of each of the sub-accounts required
4. Please list the items, supplies and devices, which would be supplied to Wake County to appropriately collect, transport, process, and store and receive results. These items, supplies, and devices would be included as part of the charges for your services, as listed in your fee schedule. How will supplies, etc. be provided to Wake County from your agency? How will they be acquired?
5. Samples will be collected for testing on a scheduled basis.
6. Describe your ability to provide “Results Reporting” and monthly billing as follows:
 - A. Electronic order entry capability
 - B. Hard Copy and Secured web-based retrieval of results and/or testing status
 - C. Computer interface capability
 - D. Hard Copy and web-based reports, at no additional charge
 - E. Statistics, by account number, as to the number of each type of test/panel performed or ability to make this easily retrievable via a web-based mechanism of some sort.
7. What is your turn-around time for reporting routine test results?
8. What is your policy for handling lab errors; Ex. Failure to pick up specimens; wrong test performed, lost or broken specimens, etc.?
9. What are your proficiency scores?
10. What is your method for notification of changes? (such as changes in – TEST METHODOLOGY, NORMAL RANGES, TURNAROUND TIME).
11. Describe the in-service training your agency will provide to Wake County staff, as well as on-going training for emerging technology (if applicable).
12. Will there be a designated technical service representative to assist with technical problems or quality issues?
13. What is the billing cycle and process? How are billing errors corrected?

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14. Occasionally, questions will arise about laboratory test results. When these questions arise, how will this be handled by the lab?
15. How long will samples be maintained so Wake County could request testing if necessary? If repeat testing is clinically feasible from sample, what will the charge be for reporting the repeated test results?
16. Attach your fee schedule, and describe any quantity or % discounts you are offering, if any, to Wake County as part of this RFP.
17. Provide a copy of your North Carolina State Laboratory Certifications and other recognized certification for all other specialty laboratories utilized by your primary Laboratory.
18. Client References
The County considers references to be important in its decision to award a contract. Failure to provide this information will result in the proposal being considered non-responsive.

Please provide a representative client list and indicate the number of persons employed by each.

Also provide at least three clients (current or past within the last 24 months) who we may contact. References should be clients similar in size and with scope of services similar to those being requested by the County. Please give their company name and address and the name and telephone number of the contact person. The references provided should represent clients of the firm location that would staff the County's engagement.

The County reserves the right to ask for additional references.

	Current Reference #1	Current Reference #2	Current Reference #3
COMPANY			
Contact Name			
Contact Title			
Contact Phone			
Address			
Your Team Member Contact			
Effective Date			

Proposal Checklist

1. One original, four hard copies, and one electronic version, (on CD in Word format), of proposal to:

Wake County Procurement Services
Wake County Office Building – Rm 926
PO Box 550 (27602)
337 S. Salisbury Street (27601)
Raleigh, North Carolina

2. Proposals must include responses to all questions listed on pages 7-11 of the Request for Proposals, including Proficiency Scores, Fee Schedule, and State Certification for testing groundwater, surface water, and leachate, and other recognized certification for primary laboratory and all other specialty laboratories utilized by the primary laboratory.

**Sampling events for Leachate occur at a single location (NorthWake Landfill) with a single representative*

Parameters to be Analyzed (all in units of mg/l)	Frequency	Individual Analyzing Pricing (Please Include a n Itemized Pricing Schedule ((For One-Year)) for testing each individual constituent)
PH	1/month	
Nitrogen, T	1/month	
BOD	1/six(6) months	
TSS	1/6 months	
Phosphorus, T	1/6 months	
FOG	1/6 months	
Cyanide, T	1/6 months	
Sulfate	1/6 months	
Fluoride	1/6 months	
Chloride	1/6 months	
Aluminum, T	1/6 months	
Barium, T	1/6 months	
Arsenice, T	1/6 months	
Molybdenum, T	1/6 months	
Selenium, T	1/6 months	
Mercury, T 1631	1/6 months	
Silver, T	1/6 months	
Cadmium, T	1/6 months	
Chromium, T	1/6 months	
Copper, T	1/6 months	
Nickel, T	1/6 months	
Lead, T	1/6 months	
Zinc, T	1/6 months	
TTO	1/6 months	

outfall

GROUNDWATER and SURFACE WATER**
Semi-Annual Sampling Events

Parameters to be Analyzed	Method	Frequency	Number of Sources Sampled	Individual Analyzing Pricing
Volatiles:	GCMS 8260 Appendix II	Sampling Frequency is once every 6 months for all parameters	48 Monitoring Wells at closed NorthWake Landfill, 33 MWs at closed Feltonsville Landfill, 5 surface water outfalls at NWLF and 3 SW outfalls at Feltonsville	Please Include a n Itemized Pricing Schedule (For One-Year) for testing each individual constituent
Acetone				
Acetonitrile				
Acrolein				
Acrylonitrile				
Allyl chloride				
Benzene				
Bromochloromethane				
Bromodichlormethane				
Bromoform				
Bromomethane				
2-Butanone				
Carbon disulfide				
Carbon tetrachloride				
Chlorobenzene				
Chloroethane				
Chloroform				
Chloromethane				
Chloroprene				
Dibromochloromethane				
1,2-Dibromo-3-chloropropane				
Dibromomethane				
1,2-Dibromomethane(EDB				
o-Dichlorobenzene				
m-Dichlorobenzene				
p-Dichlorobenzene				
Trans-1,4-Dichloro-2-butene				
1,1-Dichloroethane				
1,1-Dichloroethene				
1,2-Dichloroethane				
Cis-1,2-Dichloroethene				
Trans-1.2-dichloroethene				
1,2-Dichloropropane				
1,3-Dichloropropane				
2,2-Dichloropropane				
1,1-Dichloropropene				

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Cis-1,3-dichloropropene				
Trans-1,3-dichloropropene				
Dichlorodifluoromethane				
Ethylbenzene				
Ethyl methacrylate				
2-Hexanone				
Isobutanol				
Iodomethane				
Methacrylonitrile				
Methylene chloride				
Methyl methacrylate				
4-Methyl-2-pentanone				
Propionitrile				
Styrene				
1,1,1,2-Tetrachloroethane				
1,1,2,2-Tetrachloroethane				
Tetrachloroethene				
Toluene				
Trichloroethene				
1,1,1-Trichloroethane				
1,1,2-Trichloroethane				
Trichlorofluoromethane				
1,2,3-Trichloropropane				
Vinyl acetate				
Vinyl chloride				
Total Xylene				
Metals:				
Antimony				
Arsenic				
Barium				
Beryllium				
Cadmium				
Chromium				
Cobalt				
Copper				
Ferrous Iron				
Lead				
Mercury				
Nickel				
Selenium				
Silver				
Thallium				
Vanadium				
Zinc				
Semivolatiles (SVOC's):	GCMS 8270			
2-Fluorobiphenyl				
2-Fluorophenol				
Nitrobenzene-d5				
Phenol-d6				
2,4,6-Tribromophenol				
4-Terphenyl-d14				

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Pesticides:	EPA 8081			
alpha-BHC				
beta-BHC				
delta-BHC				
gamma-BHC (Lindane)				
Heptachlor				
Aldrin				
Heptachlor epoxide				
Endosulfane I				
Dieldrin				
4,4'-DDE				
Endrin				
DDD				
Endosulfan II				
4,4'-DDT				
Methoxychlor				
Toxaphene				
alpha-Chlordane				
gamma-Chlordane				
Chlordane, Total				
Endrin aldehyde				
Endosulfan sulfate				
Endrin ketone				
Herbicides:	EPA 8151			
2,4-D				
2,4,5-TP (Silvex)				
2,4,5-&				
Anions:	IC 300.0			
Chloride				
Sulfate				
Nitrate				
Total Organic Carbon (TOC)	9060A			
Inorganics:				
CO2				
Organics:	EPA RSK-175			
Methane				
Ethane				
Ethane				
Analytical:				
Acetic acid				
Butyric acid				
Lactic acid				
Propionic acid				
Pyruvic acid				
Alkalinity				
Sulfide				
BOD				
COD				
Hydrogen (air)	AM20GAX			

***Groundwater and Surface Water sampling events occur together*