

CONTRACTOR SERVICE AGREEMENT

RFP 23-021 Lab Testing Services

THIS CONTRACTOR SERVICE AGREEMENT (hereinafter this "Agreement") is made and entered into this 19th day of June 2023 by and between the City of Naples (the "CITY"), a Florida municipal corporation and Sanders Laboratories, Inc., a Florida corporation authorized to do business in the State of Florida (hereinafter "CONTRACTOR").

WITNESSETH

WHEREAS, the CITY is required to perform certain soil, potable and non-potable water testing on an annual basis to meet testing requirements applicable to both drinking water and environmental analysis as a condition of its permit to operate its Water and Wastewater Treatment Plants and its Aquifer Storage and Recovery Program; and

WHEREAS, the required testing must be performed by certified laboratories, which are not currently included in the CITY's central laboratories scope of accreditations; and

WHEREAS, CONTRACTOR is in the business of providing certified laboratory testing services in the City of Naples and elsewhere in the State of Florida; and

WHEREAS, on March 1, 2023, the CITY issued Request for Proposal RFP 23-021 titled Lab Testing Services, in accordance with the CITY's Procurement Policy and Sec. 2-663(1)(b) of its Code of Ordinances; and

WHEREAS, the CITY received a proposal from CONTRACTOR and two other proposals and the City Manager's Evaluation Committee found each to be responsive and qualified; and

WHEREAS, on June 19, 2023, City Council awarded a contract to CONTRACTOR for certified laboratory testing services to be provided on an as needed basis and authorized the City Manager to execute an Agreement with CONTRACTOR; and

WHEREAS, approval of this Agreement is in the best interest of the residents of the City of Naples.

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Description of Work.**
 - a. The CITY hereby retains CONTRACTOR to furnish goods and services as described in the **Scope of Services, which is attached hereto as Exhibit "A"** and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the terms contained in of this Agreement.

- b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
- c. CONTRACTOR must also comply with, and abide by, all requirements as contained in RFP 23-021 hereinafter the "Bid Documents, as applicable." The Bid Documents, as applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.

3. Commencement and completion/Term.

- a. CONTRACTOR will commence work under this Agreement upon receipt of a Task Order (hereinafter "Task Order).
- b. This Agreement is for a two (2) year term, beginning on June 21, 2023, and ending on June 20, 2025, and may be renewed for three (3) additional one (1) year Terms, upon agreement of the parties in writing unless sooner terminated under the terms of this Agreement.

4. Payment.

- a. The CITY agrees to compensate CONTRACTOR, for work performed under this Agreement, subject to available funding, based on price and availability of services in the manner set forth in the "Basis of Compensation", which is attached as Exhibit B and made a part of this Agreement. In no event will CONTRACTOR be paid more than the negotiated amount set forth in Exhibit B unless otherwise agreed by the City Council.
- b. The CITY reserves the right to withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.

5. Acceptance of work product, payment, and warranty.

a. Quality Guarantee/Warranty

1. CONTRACTOR warrants that all services provided hereunder will be made in accordance with the established and recognized NELAC Institute procedures and with reasonable care in accordance with applicable federal, state, and, local laws. All warranties will begin from the date of final completion.

2. If any service does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the CONTRACTOR shall pick up the product from the CITY at no expense to the CITY. The CITY reserves the right to reject any or all work if in its judgment the work is unsatisfactory. The CONTRACTOR shall refund, to the CITY, any money which has been paid for same.

- b. **Acceptance of work product, payment, and warranty.** When the CITY receives an invoice sufficiently itemized to permit audit, the CITY will diligently review the invoice. When the CITY finds the invoice acceptable and finds the services acceptable, the CONTRACTOR will be paid within thirty (30) days after the date of receipt of the invoice, unless another payment schedule is provided in Exhibit "B." CONTRACTOR guarantees the accuracy of the testing result. If the CITY deems it inexpedient to require CONTRACTOR to correct deficient or defective work, the CITY may make an equitable deduction from the price contained in Exhibit B, or, in the alternative, the CITY may seek damages. CONTRACTOR warrants that the data utilized by CONTRACTOR (other than as provided by the CITY) is from a source, and collected using methodologies, which are generally recognized in CONTRACTOR's industry or profession to be a reliable basis and foundation for CONTRACTOR's work product. CONTRACTOR must notify the CITY in writing if it appears, in CONTRACTOR's professional judgment that the data or information provided by the CITY for use in CONTRACTOR's work product is incomplete, defective, or unreliable. CONTRACTOR guarantees to amend, revise, or correct to the satisfaction of the CITY any error appearing in the work because of CONTRACTOR's failure to comply with the warranties and representations contained herein. Payment by the CITY will not relieve the CONTRACTOR from its obligations to do and complete the work product in accordance with this Agreement.

6. **Termination.**

- a. **Termination at Will:** This Agreement may be terminated by the CITY in whole or in part at any time without cause by the CITY giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- b. **Termination for Cause:** This Agreement may be terminated by either party for cause by the CITY or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

7. **Project management.**

- a. The Project Managers for this project are as follows: Any subsequent changes to the Project Manager for either party must be provided by notice as described in paragraph eight (8) below and does not require an amendment to this Agreement.
- b. CITY's Project Manager assigned is Janelle McClure, Laboratory Supervisor.
- c. CONTRACTOR's Project Manager assigned is Jeff Walsh, Operations Manager.
8. **Notices.** All notices required or made pursuant to this Agreement to be given by the CONTRACTOR or the CITY shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following addresses of record:

- a. **To CITY:** City of Naples, Attention: City Manager's Purchasing Division, 735 8th Street South; Naples, Florida 34102.
 - b. **To CONTRACTOR:** Sanders Laboratories, Inc., Attention: Jeff Walsh, Operations Manager; 10090 Bavaria Road; Fort Myers, Florida 33913.
9. **Insurance.**
- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.
 - b. The City's General Insurance Requirements (attached as Exhibit C) apply. In addition to the City's General Insurance Requirements, the specialized insurances listed below are required.
 - c. PROFESSIONAL LIABILITY (commonly known as errors & omissions (E&O) with limits of not less than \$1,000,000 to cover legal obligations arising out of errors, negligent acts, or omissions while carrying out this contract.
 - d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or more than, the insurance coverage(s) procured by CONTRACTOR as required herein.
10. **General Provisions.** CONTRACTOR must comply with the following general provisions:
- a. This Agreement is a non-exclusive contract; the CITY is not prohibited, or deemed to be prohibited, from obtaining similar services either as an independent job or a component of a larger project from other providers.
 - b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
 - c. **Personal nature of Agreement; Assignment.**
 - i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
 - ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement,

CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

d. Discrimination.

- i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
- ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

e. Independent contractor.

- i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.
- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

- f. **Indemnification.**
- i. CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.
 - ii. If any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.
 - iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.
- g. **Compliance/Consistency with Section 768.28, Fla. Stat.** Any express or implied indemnification or agreement to defend or hold harmless by CITY specified in the Agreement shall not be construed as a waiver of CITY's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by CITY in the Agreement in derogation hereof shall be void and of no force or effect.

- h. **Sovereign Immunity.** Nothing in this Agreement extends, or will be construed waive or to extend, the CITY's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as waiver or consent, by the CITY to be sued by third parties in any matter arising out of this Agreement.
- i. **Public records.**
- i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
 1. Keep and maintain public records required by the CITY 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 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 this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
 4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must 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.
 - ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
 - iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
 - iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.

v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.

vi. **Public Records Compliance Indemnification.** CONTRACTOR agrees to indemnify and hold the CITY harmless against any and all claims, damage awards, and causes of action arising from the CONTRACTOR'S failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by CONTRACTOR'S failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. CONTRACTOR authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against CONTRACTOR in Collier County Circuit Court on an expedited basis to enforce the requirements of this section.

vii. **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 CITY CLERK AS CITY OF NAPLES CUSTODIAN OF PUBLIC RECORDS, AT TELEPHONE: 239-213-1015, OR EMAIL AT: PUBLICRECORDSREQUEST@NAPLESGOV.COM; PHYSICAL ADDRESS: 735 8TH STREET SOUTH; NAPLES, FLORIDA 34102. MAILING ADDRESS: 735 8TH STREET SOUTH; NAPLES, FLORIDA 34102.**

j. **Ethics. Compliance with Ethics Code.** CONTRACTOR agrees and understands that by entering into this Agreement, CONTRACTOR is a "Covered Person" as that term is defined by Section 17.3. (1)(a) of the City Charter and must comply with the City of Naples Code of Ethics, as applicable and as it may be amended from time to time. Any conflict between the City's Ethics Code and the contractual terms which follow shall be resolved in favor of the City's Ethics Code, as it may be amended from time to time. As provided in Section 2-975(h)(3)(a) and (b) of the Ethics Code, except as otherwise prohibited by law:

1.CONTRACTOR is prohibited from employing, or offering to employ any compensated public official or city employee who is substantially involved with the regulation, oversight or management of the contract or the transaction of business during t ears after termination, of the contract; and

2.CONTRACTOR agrees to pay for liquidated damages in favor of the city for violation of this subsection in the amount equal to the greater of: (i) the compensation received by the compensated public official or city employee from the

business entity; and (ii) the amount equal to the total of the compensated public official's two years of gross compensation from the city.

- k. **Federal or State Funding** - If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the CITY's Project Manager to determine whether Federal or State funding is applicable to this Agreement.

i. E-Verify. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the Term of this Agreement.

ii. Agency. CONTRACTOR agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.

iii. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the CITY, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the CITY's sovereign immunity.

iv. Workers' Compensation Insurance. CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subcontracting any of the work, CONTRACTOR must ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONTRACTOR must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

v. Liability Insurance. CONTRACTOR shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONTRACTOR shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of

Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONTRACTOR shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the CITY and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The CITY and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The CITY's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the CITY or the State of Florida may have.

vi. Inspections. CONTRACTOR shall permit, and require its subcontractors to permit, the CITY's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.

vii. Auditor General Cooperation. CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.

- i. **E-Verify Compliance.** CONTRACTOR affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., CONTRACTOR is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, CONTRACTOR requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that CONTRACTOR is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat. The **E-VERIFY AFFIDAVIT** attached hereto is hereby incorporated into this Agreement by reference as Exhibit D.

11. **Miscellaneous Provisions.** The following miscellaneous provision apply to this Agreement:

- a. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
- a. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the CITY'S staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.

- b. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- c. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- d. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- e. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- f. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.
- g. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- h. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars

(\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that CONTRACTOR is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

- i. **Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Collier County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.
- j. **Non-appropriation.** CITY's performance and obligation to pay under this Agreement is contingent upon an appropriation during the CITY's annual budget approval process. If funds are not appropriated for a fiscal year, then the CONTRACTOR shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the CITY subject to the CITY paying all invoices for services rendered during the period the Agreement was funded by appropriations.

2. Special Provisions.

- a. None.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement effective the date first written above.



ATTEST:
By: Patricia L. Ramboss
Patricia L. Ramboss, City Clerk

CITY OF NAPLES, FLORIDA

By: [Signature]
FOR: Jay Boodheshwar, City Manager
Gary L. Young

Approved as to form and legal sufficiency:

By: [Signature]
City Attorney

SANDERS LABORATORIES, INC.

by [Signature]
as its President and Authorized Agent
OPERATIONS MANAGER
(CORPORATE SEAL)

ATTEST:

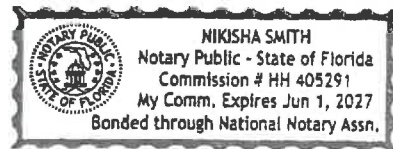
[Signature]
Printed Name: JEFF WALSH Title OPERATIONS MANAGER

STATE OF FLORIDA
CITY OF Charlotte

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7th day of July, 2023, by Jeffery P. Walsh of SANDERS LABORATORIES, Inc. a Florida Inc., on behalf of the company, and he/she is personally known to me or has produced FDL W 42043562 0502 as identification.

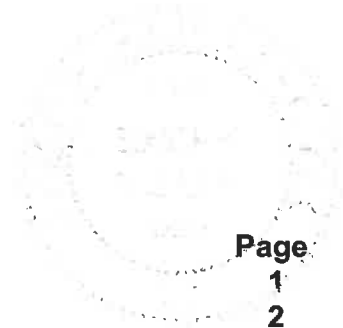
[Signature]
Signature of Notary Public - State of Florida

Nikisha Smith
Printed/Typed/Stamped Name of Notary



My commission expires: Jun 1st 2027

**City of Naples, FL
RFP No. 23-021
Lab Testing Services**



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SELECTION PROCESS	
SUBMITTAL REQUIREMENTS REQUIRED	Required
TAB 1 - Cover Letter and Mandatory Form Information	
TAB 2 - Qualifications and Experience of Vendor and Person(s) Assigned to the Project	
TAB 3 - Response Approach to Work Orders	
TAB 4 - Compensation Schedule	
TAB 5 - Value Added Information	
INCURRING COSTS	
FIRM RANKING AND SELECTION	

City of Naples, FL
RFP No. 23-02
Lab Testing Services
PROJECT REQUIREMENTS AND SPECIFICATIONS

A. INTRODUCTION

The City of Naples desires to enter into a contractual relationship with vendors capable of providing TNI (The NELAC Institute) certified lab testing services for soil, potable and non-potable matrices. It is the City's intent to award to multiple vendors and to designate vendors in terms of primary service providers and standby service providers.

No amount of work is or will be guaranteed or implied. The contract(s) to be awarded under this RFP will be annual contracts that will be utilized only in the event of specified tasks being issued. As such, no compensation will accrue to the VENDOR unless and until the contract is utilized in anticipation of a requested task. Potential VENDORS are solely responsible for their own costs of developing the proposal associated with this RFP.

B. BACKGROUND

The City of Naples operating budgets include appropriated funds for the purpose of obtaining certified lab results of water, soil and wastewater samples from businesses that perform outside lab testing services.

C. SCOPE OF SERVICE

It is imperative that the City of Naples be prepared for all sampling events the Department of Environmental Protection (DEP) and the Environmental Protection Agency (EPA) currently require and what they may require in the future.

The City of Naples seeks to establish contractual arrangements with at least one (1) or more qualified Laboratories, on an as needed basis, for a three-year period, with the City's option to renew for two additional one-year periods, to provide environmental testing services. Laboratories may use subcontracted labs to perform the services. All test results will be TNI certified.

Those services would include:

- Lab analyses with accurate results and chain of custody.
- Provide coolers and sample containers.
- 24-hour turnaround time, if necessary, for lab analysis.
- Electronic Data reporting & invoicing.
- No charges for custom reporting.
- Subcontractors that provide exclusive services (eg.- Crypto Sporidium / Giardia testing).

A detailed scope of services will be negotiated with the successful proposer(s).

D. PROJECT MANAGEMENT

The Utilities Department Director and/or his authorized representative(s) will serve as the City's "Project Manager.

E. LICENSES AND PERMITS

Licenses may be required by the State of Florida, Collier County, or the City of Naples to perform all or part of this work. Contractors should investigate and determine if they hold the necessary License(s) prior to bid submittal. Permitting may be required for all or part of the requested work. The contractor will be responsible for investigating and determining if permitting is necessary. The contractor will also be responsible for obtaining permits.

At a minimum, vendors must submit the following:

1. Copy of the current year's Occupational Business tax receipt licenses from the bidding vendor to operate and perform requested services within Collier County, Florida, must be submitted with the bid.
2. Prospective vendors, whether residents or nonresidents of Florida, must provide evidence of proper licensure with their Bids submittal. Such evidence must be in the form of copies of their Florida license which authorizes Bidder to perform the work.
3. Prospective vendors must hold the required license for the type of work to be performed at the time their bid response is submitted and for the duration of the contract.
4. Prospective vendors must provide a list of the permit(s) they determined are necessary to perform the requested work.

F. INSURANCE

The City's General Insurance Requirements on page 12 apply. In addition to the City's General Insurance Requirements, the specialized insurances listed below are required:

PROFESSIONAL LIABILITY (commonly known as errors & omissions (E&O) with limits of not less than \$1,000,000 to cover legal obligations arising out of errors, negligent acts, or omissions while carrying out this contract.

G. SUB-CONTRACTORS AND MATERIAL SUPPLIERS

If the prospective contractor contemplates the use of sub-contractors, as a further condition of award of a contract, the prospective contractor must certify in writing that all of its sub-contractors are appropriately licensed and are registered with the State of Florida in accordance Florida Statutes Chapters 607 or 620, and such statement will include any sub-contractors' corporate charter numbers. For additional information on registering, the prospective contractor should contact the Florida Secretary of State's Office.

Each prospective contractor must submit a list of all proposed sub-contractors and material suppliers intended for this project. No changes to this list shall be made without the express written consent of the City. Any request for changes shall be made in writing, to the City, clearly stating the reasons for the change. The City reserves the exclusive right to either approve or reject such request for change. Contractor agrees that the City's or its consultant's decision is final and binding. Contractor understands and agrees that he/she is solely responsible to the City for all work specified herein; and, that subsequent review of sub-contractors and/or material suppliers by the City or its consultants does not relieve the contractor and/or his surety of any liability or obligation stipulated herein. Failure to comply with the above may result in termination of this contract.

H. PAYMENT REQUESTS, INVOICES AND WORK REPORTS

1. Invoices shall be submitted after work is completed with a detailed description of the work performed. Invoices for progress payments may be submitted to the city monthly (every 30 days) for work completed.
2. The awarded vendor(s) will meet with Project Manager and set up procedures prior to the start of work.

I. MINIMUM QUALIFICATIONS

The Contractor must be licensed with a minimum of five (5) years of experience in Lab Testing Services Only responsible Contractors, who have knowledge of and experience in all types of Lab Testing Services, will be considered for award of this RFP.

J. SELECTION PROCESS

1. SOLICITATION SCHEDULE:

Listed below are the important dates and times related to this solicitation. The Procurement Division may find it necessary to change any of these dates or times. All dates are subject to change.

Action	Estimated Completion Date
Issue RFP to Qualified Vendors	Week of February 27, 2023
RFP Due Date	April 4, 2023
Evaluation Committee Meeting	Week of April 10, 2023

2. PROPOSAL OPENING

The bid opening is public on the date and at the time specified on the proposal form. It is the proposer's responsibility to assure their proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered.

3. EVALUATION COMMITTEE

The City Manager will appoint a selection committee to review and evaluate the proposals using the following criteria. The City, at its sole discretion, may contact the

references and/or visit one or more of the projects listed in response to this solicitation as part of the evaluation process.

A shortlist of firms MAY be interviewed for final ranking. If an interview is held, it will be no longer than one hour in length and consist of a presentation from the short-listed firms followed by questions and answers. The presentation time and date (if necessary) will be assigned by the City.

4. SELECTION CRITERIA:

Any proposal that does not meet the minimum qualifications as stated above will be rejected. The criteria below are not necessarily listed in order of importance.

Proposals will be evaluated on the following criteria:

CRITERIA	MAXIMUM POINTS
Cover Letter and Forms	0
Qualifications and Experience of Vendor and Person(s) Assigned to the Project	25
Response Approach to Work Orders	25
Compensation Schedule	40
Value Added Information	10

5. SUBMITTAL REQUIREMENTS:

1. Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm’s responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.
2. **PLEASE INCLUDE PAGE TABS/ SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be substantially unreliable, in the sole opinion of the Evaluation Committee and Purchasing & Contracts Manager, their proposal may be rejected.
3. **Proposals must be bound with plastic comb binding (no 3-ring binders).**
4. Proposers shall submit one (1) original hard copy (clearly marked as such) of the response and five (5) copies (clearly marked as such) of the response and one (1) properly indexed Windows© compatible electronic version on a CD or USB flash drive set(s) containing the proposal submittal in an unlocked PDF

format. The City may request specific files be submitted in specialty format (i.e., provide Price Forms or Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements described herein. Should files not be provided in the format or quantity as requested, Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the City in evaluating the Proposal, and the electronic version is provided for the City's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.

Qualified vendors interested in providing Lab Testing Services described in this request are invited to submit a proposal. Submittals shall address the evaluation criteria. **Please use the below TAB format for your proposal. Proposals should be concise and clear.**

Tab 1 - Cover Letter and Forms

- Maximum two pages outlining why the City should select your firm/team. Identify who will be the point of contact including their email address. Identify the who will be the point of contact including their email address. Identify the Project Manager and in which office they are located.
- Items for Baseline Eligibility - Include Mandatory Form information from the Submission Check List page including any applicable licenses / certifications.

NOTE: There is a 50 printed (single sided) page maximum for the information below.

Tab 2 - Qualifications and Experience of Vendor and Person(s) Assigned to the Project

Provide a letter indicating the proposer's experience in, knowledge of, and resources necessary to provide the services described in this RFP. Indicate familiarity with and knowledge of TNI Standards associated with all laboratory activities. Include a brief history of your firm (References are a requirement of this RFP). Please include your Laboratory's current Certificate of Compliance issued by the Department of Health (DOH) and the results of your last two external proficiency test results. Provide a list of all the analytes your lab is certified to run. Provide a pricing sheet which covers any and all costs associated with the analyses of those analytes.

Tab 3 - Response Approach to Work Orders

Describe the timelines to process results offered by your laboratory (i.e. - 24 hour, 2-day, 4-day, etc.).

Tab 4 - Compensation Schedule

Costs charts associated with certified lab testing services for soil, potable and non-potable.

Pricing is required for all analytical tests being proposed by the vendor. Individual pricing with the corresponding methods performed are required as part of the proposal for evaluation purposes.

The compensation schedule that shall be provided by the vendor will be evaluated by each committee member that is appointed to grade the proposals. Grading is subjective to each member, in which submittals are typically evaluated based on the unit prices being proposed (compared to other laboratory's proposals), in addition to the variety of tests that are capable to be performed.

Tab 5 - Value Added Information

Provide any additional information that may assist in the evaluation of the firm and/or the proposal. Optional information may include location of offices, other available business resources, and any other information that would be beneficial to the City in obtaining certified laboratory results.

K. INCURRING COSTS

The City of Naples is not liable for any costs incurred by the offeror submitting a proposal in response to this solicitation. The cost to prepare the proposal and travel to project interviews shall be the full responsibility of the proposer.

L. FIRM RANKING AND SELECTION

Based on the results of the evaluation process and selection criteria, the Evaluation Committee will prepare a prioritized ranking of firms. City staff will present an agreement to the top ranked firm(s) for Lab Testing Services. Should contract negotiations fail with the top ranked firm(s), the City will enter into discussions with the second ranked firm, and so on, until an acceptable agreement has been reached between the City and the selected firms. The final contract will then be forwarded to the City Council for approval.

**CITY OF NAPLES
PURCHASING DIVISION
CITY HALL, 735 8TH STREET SOUTH
NAPLES, FLORIDA 34102
PH: 239-213-7100 FX: 239-213-7105**

ADDENDUM NUMBER 1

NOTIFICATION DATE: 3/9/2023	SOLICITATION TITLE: Lab Testing Services - RFP	SOLICITATION NUMBER: 23-021	BID OPENING DATE & TIME: 4/4/2023 2:00PM
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THE FOLLOWING INFORMATION IS HEREBY INCORPORATED INTO,
AND MADE AN OFFICIAL PART OF THE ABOVE REFERENCED BID.

The following clarifications are issued as an addendum identifying the following changes for the referenced solicitation.

Please find attached Exhibit A Revised Cover Sheet that replaces the original cover sheet.

Please find attached Exhibit B Revised Submission Checklist that replaces the original submission checklist.

Exhibit A - Revised Cover Sheet

Exhibit B – Revised Submission Checklist

###

IMPORTANT MESSAGE

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET.



REQUEST FOR PROPOSAL

**CITY OF NAPLES
PURCHASING DIVISION
CITY HALL, 735 8TH STREET SOUTH
NAPLES, FL 34102
PH: 239-213-7100 FX: 239-213-7105**

COVER SHEET

NOTIFICATION DATE: 3/3/2023	SOLICITATION TITLE Lab Testing Services - RFP	SOLICITATION NUMBER: 23-021	OPENING DATE & TIME: 4/4/2023 2:00 PM
PRE -PROPOSAL CONFERENCE DATE, TIME AND LOCATION: NONE			
LEGAL NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:			
MAILING ADDRESS:			
CITY-STATE-ZIP:			
PH:		EMAIL:	
FX:		WEB ADDRESS:	
AUTHORIZED SIGNATURE		DATE	PRINTED NAME/TITLE
<p>I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Naples the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.</p> <p>FEI/EIN Number _____ DUNS Number _____</p>			
<p>Please initial by all that apply I acknowledge receipt/ review of the following addendum</p> <p> <input type="checkbox"/> Addendum #1 <input type="checkbox"/> Addendum #2 <input type="checkbox"/> Addendum #3 <input type="checkbox"/> Addendum #4 <input type="checkbox"/> Addendum #5 <input type="checkbox"/> Addendum #6 <input type="checkbox"/> Addendum #7 <input type="checkbox"/> Addendum #8 </p>			

PLEASE NOTE THE FOLLOWING

- > This page **must be completed and returned** with your bid.
- > Bids must be **submitted in a sealed envelope, marked with solicitation number & opening date.**
- > All submissions must be received, and date stamped by Purchasing staff prior to the above **"OPENING DATE & TIME"**.
- > Submission received after the above opening date and time will **not be accepted.**
- > Bid tabulations will be available on the City of Naples web site <https://www.naplesgov.com/rfps>

SUBMISSION CHECKLIST

Bidder certifies by signature below that the following Documents are included in the Bid Submittal, fully completed in accordance with the bid requirements. It's the bidder's responsibility to contact the Purchasing Department prior to submitting a bid to ascertain if any addenda have been issued, to obtain any and all such addenda and return executed addenda with this bid. Bidder should check off each of the following items as completed and submit with bid response:

CHECKLIST ELEMENTS	INCLUDED
Bidder must submit one (1) original signature (clearly marked as such) of the response and five (5) copies (clearly marked as such) of the response and one (1) properly indexed Windows© compatible PDF of the original document on a CD or USB Flash Drive containing one PDF file of the full response that is clearly labeled with your company's name, Solicitation number, title and contact information.	
Include any required drawings; descriptive literature; qualifications; schedules; product compliance / exceptions; alternatives; questionnaire; references, forms, tabs, pricing/cost; and any information required of the proposer identified in the text of the bid including information for bid evaluation.	
Include any Professional Licenses (General Contractors license, Underground Utility and Excavation, Builders, etc.) that qualify the firm for this solicitation as well as applicable bond documents, if required. Note if you are not a single prime contractor. List all subcontractors to be used for our project in your bid/proposal and their professional licenses.	
Mandatory FORMS from this document to be included are: Cover Sheet, Reference Questionnaire, Submission Checklist Sheet, signed IRS W-9 (OCT 2018), Sunbiz Report, Acknowledgement of Business Type, Certificates of Insurance, and Immigration Law Affidavit Certification.	
Have an authorized individual sign the appropriate pages including the Cover Sheet with any bid addendums initialed. Include all Addendums with your Proposal.	
Ensure the following: 1. The Proposal has been signed. 2. Proposal addressed the evaluation criteria. 3. Proposal prices offered have been reviewed. 4. The price extensions and totals have been checked. 5. Tab format was followed.	
Bid document needs to be received by the OPENING DATE & TIME indicated on the Cover Sheet . The mailing envelope must be addressed to: City of Naples Purchasing Division 735 8th Street South Naples, Florida 34102	
<p style="text-align: center;">The mailing envelope must be sealed and marked with:</p> Bid Number: 23-021 Title: Lab Testing Services - RFP Opening Date: 4/4/2023 Company Name: Contact information:	

ALL COURIER DELIVERED BIDS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

Submitting Vendor Name: _____

Authorized Bidder's Signature: _____

At the discretion of the Purchasing Manager, bids or proposals with minor irregularities may be accepted and allowed to be corrected when in the best interest of the City.

**CITY OF NAPLES
PURCHASING DIVISION
CITY HALL, 735 8TH STREET SOUTH
NAPLES, FLORIDA 34102
PH: 239-213-7100 FX: 239-213-7105**

ADDENDUM NUMBER 2

NOTIFICATION DATE: 3/15/2023	SOLICITATION TITLE: Lab Testing Services - RFP	SOLICITATION NUMBER: 23-021	BID OPENING DATE & TIME: 4/4/2023 2:00PM
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THE FOLLOWING INFORMATION IS HEREBY INCORPORATED INTO, AND MADE AN OFFICIAL PART OF THE ABOVE REFERENCED BID.

The following answers to written submitted questions:

1. Below Tab 1, the RFP states that "There is a 50 printed (single sided) page maximum for the information below". s this for Tab 2 only or Tabs 2-5?

ANSWER: Provide a reasonable and customary number of pages to answer these sections.

2. Could you tell us who is the current incumbent and what is the current contract Pricing?

ANSWER: The current awarded contracts are located on our website.
<https://www.naplesgov.com/purchasing/page/18-026-lab-testing-services-rfp>

3. Will the City provide a Cost Chart, Spreadsheet or Table of the specific laboratory services required (analyses) so that the laboratory can enter its prices offer, or should the laboratory provide their own price book? Please refer to RFP 23-016, Submittal Requirements Section, Tab 4 – Compensation Schedule, p. 34 of 35.

ANSWER: Considering specific services can vary among laboratories, vendors should provide their own price schedules for all of the services that they provide.

4. The RFP Cover Sheet states that the solicitation number is 23-016, however the document's file name and the document's footer have the solicitation number as 21-023. Please clarify, thank you.

ANSWER: See Addendum #1

###

IMPORTANT MESSAGE

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET.



Compensation Schedule
City of Naples RFP 23-021

Tab 4

<u>Inorganics</u>	<u>Test Method</u>	<u>Price Per Sample</u>
Alkalinity	SM2320B	\$ 15.00
Asbestos	100.2	\$ 360.00
Bromide	EPA 300 *	\$ 17.00
Chloride	SM 4500	\$ 15.00
Conductivity	SM 2510	\$ 12.00
Cyanide	EPA 335.4 *	\$ 29.00
Fluoride	SM 4500 F	\$ 16.00
Hardness	SM 2340 C	\$ 15.00
Nitrate	EPA 353.2	\$ 15.00
Nitrite	EPA 353.2	\$ 15.00
Nitrate+Nitrite(NOX)	EPA 353.2	\$ 15.00
Metals	EPA 200.7*	\$ 12.00
Metals	EPA 200.8*	\$ 12.00
Mercury	EPA 245.1/7470*	\$ 18.00
Ortho Phosphate	SM 4500 PE	\$ 19.00
Ph	SM 4500 H+B	\$ 10.00
Silica	SM4500 -SIO2 C	\$ 15.00
Total Dissolved Solids(TDS)	SM 2540 C	\$ 15.00
Sulfate	ASTM D516-90	\$ 15.00
Surfactants(MBAS)	SM 5540 C	\$ 44.00
Turbidity	EPA 180.1	\$ 14.00
Total Kjeldahl Nitrogen	EPA 351.2	\$ 18.00
Total Phosphorus	EPA 365.4	\$ 18.00
Total Nitrogen	EPA 351.2+353.2	\$ 29.00
Ammonia	EPA 351.1	\$ 15.00
Carbonaceous BOD	SM 5210 B	\$ 19.00
Total Suspended Solids(TSS)	SM 2540 D	\$ 15.00
Fecal Coliform	SM 9222 D	\$ 14.00
Total Coliform	SM 9223 B	\$ 14.00
Color	SM 2120 B	\$ 19.00
Odor	SM 2150 B	\$ 19.00

Page 1 of 3

1050 Endeavor Court
Nokomis, FL 34275
FDOH #E84380
ph. 941.488.8103
fax 941.484.6774

10090 Bavaria Road
Fort Myers, FL 33913
FDOH #E85457
ph. 239.590.0337
fax 239.590.0536





Compensation Schedule
City of Naples RFP 23-021

Tab 4

<u>Organics</u>	<u>Test Method</u>	<u>Price Per Sample</u>
EDB/DBCP	EPA 504*	\$ 39.00
Pesticides	EPA 508*	\$ 79.00
Herbicides	EPA 515*	\$ 79.00
Volatiles	EPA 524*	\$ 79.00
Volatiles	EPA 624*	\$ 79.00
TTHM only	EPA 524*	\$ 49.00
Base Neutral Extractables	EPA 525*	\$ 85.00
Carbamates	EPA 531*	\$ 75.00
Glyphosate	EPA 547*	\$ 75.00
Endothall	EPA 548*	\$ 75.00
Paraquat/Diquat	EPA 549*	\$ 79.00
HAA5 (DW compounds)	EPA 552*	\$ 79.00
SemiVolatiles	EPA 625*	\$ 145.00
 <u>Miscellaneous</u>		
Gross Alpha	SM 7110 C*	\$ 65.00
Radium 226	EPA 903*	\$ 85.00
Radium 228	EPA 904*	\$ 85.00
Oil & Grease	1664*	\$ 60.00
Giardia & Crypto.	EPA 1623*	\$ 850.00
 <u>Groups</u>		
Primary DW Standards (excluding Asbestos)	Various	\$ 195.00
Secondary DW Contaminants	Various	\$ 195.00
Primary DW SOC's (excluding Dioxin)	Various	\$ 600.00
503 Sludge Package (Metals, Nutrients, %TS, ph)	Various	\$ 245.00
Fecal MPN	SM9221E	\$ 55.00
Enterococcus	Enterolert	\$ 45.00





Tab 4

Compensation Schedule
City of Naples RFP 23-021

* Denotes test is subcontracted to a TNI/NELAC Certified Laboratory.

This pricing covers both aqueous and solid matrices.

Giardia and Cryptosporidium price includes sampling and one filter.

Page 3 of 3

1050 Endeavor Court
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ph. 239.590.0337
fax 239.590.0536



GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, pursuant to ISO Form CG001, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples must be named as Additional Insured on all policies except workers' compensation and professional liability on the insurance certificate and the following must also be stated on the certificate. "These coverage's are primary to all other coverage's the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Naples
735 Eighth Street South
Naples, Florida 34102

No City Division, Department, or individual name should appear on the Certificate.
No other format will be acceptable.

The Certificate must state the bid number and title.

When using the ACORD 25 – Certificate of Insurance only the most current version will be accepted. The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

Note: Certificates of Insurance reflecting evidence of the required insurance shall be submitted with the response to the solicitation.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER GIGA Solutions, Inc. 101 Plaza Real South Ste 201 Boca Raton FL 33432	CONTACT NAME: PHONE (A/C, No, Ext): 888-581-0807		FAX (A/C, No): 954-252-4426
	E-MAIL ADDRESS: certs@gigasolves.com		
INSURED Advantage Personnel Resources Inc. 4907 NW 43rd Street Suite B Gainesville FL 32606	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Normandy Insurance Company Inc		13012
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES **CERTIFICATE NUMBER:** 1075945042 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	NHFL0068892023	5/8/2023	5/8/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Coverage provided for all leased employees but not subcontractors of Sanders Laboratories Inc coverage effective 5/8/2023.

CERTIFICATE HOLDER The City of Naples 735 Eight Steet South Naples FL 34102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - YOUR WORK - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization: City of Naples

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This endorsement is subject to the terms, conditions, exclusions and any other provisions of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM or any endorsement attached thereto unless changes or additions are indicated below.

Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to your negligent actions which cause liability to be imposed on such person or organization without fault on the part of said person or organization, as a result of "your work" performed for that insured.

All policy exclusions relating to you in the Commercial General Liability Coverage Form, including any exclusions added by endorsement, shall apply to the additional insured scheduled in this endorsement.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies: This insurance does not apply to "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

No endorsement granting automatic additional insured status involving construction agreements shall apply to an Additional Insured scheduled in this endorsement.



Attachment: Immigration Law Affidavit Certification

This Affidavit is required and should be signed by an authorized principal of the firm, notarized and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program, may deem the (Vendor / Bidder) being a Contractor, Firm, Consultant, etc., and their Submittal of a Bid (ITB, RFP, RFQ, etc.) as non-responsive.

City of Naples will not intentionally award CITY contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

City of Naples may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by City of Naples.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's / Bidder's proposal.

Company Name 10090 Bavaria Rd. Fort Myers Florida 33913

Print Name Jeff Walsh Title Operations Manager

Signature [Handwritten Signature] Date 3/13/2023

State of FLORIDA

County of LEE

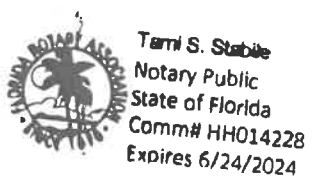
The foregoing instrument was signed and acknowledged before me this 13th day of March, 2023, by

JEFF Walsh who has produced FLDL W420 43562 052 0 as identification.
(Print or Type Name) (Type of Identification and Number)

[Handwritten Signature]
Notary Public Signature

TAM S Stabite
Printed Name of Notary Public

6/24/2024
Notary Commission Number/Expiration



The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.