



HIGHLANDS COUNTY BOARD OF COUNTY
COMMISSIONERS (HCBCC)
PURCHASING DEPARTMENT
600 S. Commerce Ave
Sebring, FL 33870
(863) 402-6500

DATE: March 27, 2023
BID NO. 23-002-LLK ADDENDUM No. 3
Project.: Water Sampling for Solid Waste

The following represents clarification, additions, deletions, and/or modifications to the above referenced solicitation. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation, as applicable.

This addendum is being issued to confirm bid submittal deadline, answer questions received on this solicitation and provide informational data.

1. The deadline for bid submittal is Wednesday, April 5, 2023 at 3:30 PM
2. The deadline for RFI is Wednesday, March 22, 2023 at 5:00 PM
3. Informational Data: See attachments.

Questions and Answers

- Q1 Would the County consider changing the language in N.1. to what is redlined here. N. The following "Statement of Indemnification" will be incorporated in the contract entered into in connection with this ITB. 1. The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, **to the extent they are** caused by the **negligence or willful misconduct** of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, **to the extent** arising from **the negligence or willful misconduct** of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold

harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement. All pages included in or attached by reference to this ITB shall be called and constitute the Invitation to Bid as stated on the front page of this ITB.

A1 No. The County is unable to change any indemnification language due to Sovereign Immunity.

Q2 Would the County consider adding language like what is redlined here, so that we would not be required to get the County's prior consent in order to assign the contract to a successor? DD. ASSIGNMENT OF CONTRACT: The selected Bidder and the person designated by the Bidder to perform the services required by this ITB in its Bid submitted in response to this ITB shall not assign, transfer, convey, sublet or sell any portion of any contract entered into in connection with this ITB unless permission is first given in writing by the County. **Notwithstanding the foregoing, the Bidder may, upon notice, but without needing the County's permission, assign this Agreement in its entirety to a successor in interest pursuant to a merger, corporate reorganization, or sale of all or substantially all of its assets that is capable of performing the Services hereunder.**

A2 No. The County reserves the right to approve.

Q3 Is it possible to remove the following statement? e. All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance except Professional Liability shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

A3 This question will be addressed in a forthcoming addendum.

Q4 In section IV. B Term. **[Our company]** needs to be able to impose annual price increases. Would the County consider allowing more frequent price adjustments?

A4 Yes. The price is to be held firm for the 1st year of the agreement and may be reviewed annually thereafter. See attachment: A3-1 23-002 Revisions.

Q5 Revised pricing sheet in Addendum #2. Please explain the quantity 24 in the column for the "Analysis/YR, Grab Sample/YR" for the Analysis #5. Is this for the total number of samples per year and not per event as the other analyses are?

A5 This is for the total number of samples per year. Each month there will be one Analysis that involves two (2) leachate grab samples that need to be pulled. One is a composite leachate sample taken from a grab sample from Lift Station 1B, Lift Station 1A and influent from Cell 3 at Lift Station 1B before treatment and then a sample after treatment at the triplex vault. Please see attachment: [A3-1 23-002 Revisions](#).

Q6 Revised pricing sheet in Addendum #2. Please explain the "Unit Cost" column for the Analysis #5. Is this for the cost per sample not per event (monthly)?

A6 This is being revised to be a cost per analysis and each analysis is going to require a composite sample from grab samples from Lift Station 1B, Lift Station 1A and influent from Cell 3 at Lift Station 1B before treatment and then a sample after treatment at the triplex vault for a unit cost per the Analysis. This analysis performed monthly with a total of 12 Analysis per year for Analysis #5. Please see attachment: [A3-1 23-002 Revisions](#).

Attachments: Revisions to ITB including Price Adjustment Clause dated 03-27-2023

File: [A3-1 23-002 Revisions](#)

CLARIFICATION AND ADDITIONAL INFORMATION:

File: [HCSWMC Class 1 MW Groundwater Elev. Table & GW contour map from 9-22](#)

- Groundwater elevation Data table and Ground water contour map from the September 2022 Ground Water Monitoring Report to FDEP for the Highlands County Solid Waste Management Center Class I landfill

File: [HCSWMC C & D MW Groundwater Elev. Table from 9-22 GWMR](#)

- Groundwater elevation Data table from the September 2022 Ground Water Monitoring Report to FDEP for the Highlands County Solid Waste Management Center C & D landfill (The contour map for the class I landfill is the same as the C & D landfill)

File: [Highlands DeSoto City MW Groundwater Elev. Data & GW contour map from 9-22 GWMR](#)

- Groundwater elevation Data table from the September 2022 Ground Water Monitoring Report to FDEP for the Closed Desoto City Landfill

The leachate samples were grab samples from lift stations using a dipper pole.