



**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Purchasing Department**

600 S. Commerce Ave.
Sebring, FL 33870
(863) 402-6500 Purchasing Main Line
Purchasing Designated Contact: Lori Krinsky, Purchasing Analyst
(863) 402-6528, Direct Line

INVITATION TO BID (“ITB”)

23-002-LLK Water Sampling for Solid Waste

Pre-Solicitation Meeting: None Scheduled for this solicitation

Location: N/A

**Request for Information
Deadline: Wednesday, March 22, 2023, prior to 5:00 PM**

Submission Deadline: Tuesday, April 4, 2023, prior to 3:30 PM

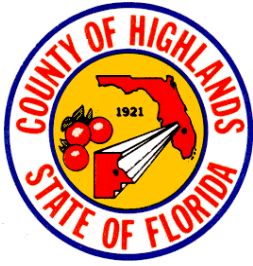
Advertised Date: Saturday, March 4, 2023 and March 11, 2023

PROHIBITED SUBMISSION TO THIS SOLICITATION

Any party who is in active litigation with Highlands County on the due date for responses to this solicitation or who has received notice from Highlands County that the party is in breach of a contractual obligation under a contract with Highlands County and where such breach has not been resolved to the satisfaction of Highlands County on the due date for responses to this solicitation, shall not submit a response to this solicitation. In the event of a submission by such a party as described hereinabove, the submission shall be considered non-responsible and shall be rejected.

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HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
PURCHASING DEPARTMENT

INVITATION TO BID (“ITB”)

The Board of County Commissioners (“County”), Highlands County, Sebring, Florida, a political subdivision of the State of Florida, will receive sealed Bids in the County Purchasing Department (“Purchasing”) for:

ITB 23-002-LLK Water Sampling for Solid Waste

Specifications may be downloaded from the County website: www.highlandsfl.gov or www.vendorregistry.com. Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon.

Refer all correspondence, questions, clarifications, etc. regarding this solicitation to the Purchasing Designated Contact, prior to the deadline time and date, listed on the cover page.

SUBMISSIONS MUST BE DELIVERED to the Purchasing Department, 600 S. Commerce Avenue, Sebring, FL 33870 to reach said office no later **than 3:30 P.M., Tuesday, April 4, 2023**, at which time they will be publicly opened. Responses may be submitted by one of the following methods:

- **Electronic submission** to the County website, www.highlandsfl.gov linking to VendorRegistry.com in one all-inclusive adobe file. **File name is to be in the following format: 23-002 Bidder Name**

OR

- **Hard Copy submission** in a sealed and marked package. Affix the supplied “Sealed Solicitation Label” with the name of the Bidder solicitation number, and title to the exterior of the package so as to identify the enclosed response. A hard copy response is to include the following: **one (1) original all-inclusive paper copy** (signed in blue ink), of the response, and electronic copy containing **one all-inclusive Adobe file** of all documents. **Label “23-002 Bidder Name”** (Thumb drive) of the original response.

Submissions received later than the date and time as specified will be rejected. The Board shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

The public is invited to attend this meeting. One or more County Commissioners may be in attendance at meetings.

Highlands County encourages Small Business, Minority Business Enterprises and Woman Business Enterprises to participate in this solicitation. Highlands County Local Preference Policy will apply to the award of this bid.

The County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities.

Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact ADA Coordinator at: 863-402-6500 (Voice), or via Florida Relay Service 711, or by e-mail: hrmanager@highlandsfl.gov. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

Board of County Commissioners
Purchasing Department
Highlands County, Florida

Website: www.highlandsfl.gov

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SECTION I. GENERAL TERMS AND CONDITIONS

- A. For purposes of this ITB, the following terms are defined as follows:
1. *Bidder* means the person or entity submitting a Bid in response to this ITB.
 2. *Contractor* means the Bidder whose Bid is accepted by the County and who agrees to comply with the terms and conditions of this ITB and the Contract.
 3. *Contract* means all of the following: (1) the terms and conditions of this ITB; (2) any terms and conditions of Purchase Orders issued by the County; and (3) the terms and conditions of any additional written agreement pertaining to this ITB that is executed by any Bidder and the County or executed by the Contractor and the County.
 4. *Purchase Order* means a formal written request from the County for the purchase of materials or other supplies in connection with this ITB. The form for County Purchase Orders includes binding terms and conditions and is located on the County's website at the following address: https://www.highlandsfl.gov/departments/business_services/purchasing/po_terms_and_conditions.php.
- B. All Bids shall become the property of the County.
- C. All Bidders shall comply with Section 287.087, Florida Statutes pertaining to drug free workplace programs; Section 287.133(2)(a), Florida Statutes, pertaining to public entity crimes; Section 287.134, Florida Statutes, pertaining to discrimination and Section 287.135, Florida Statutes, prohibiting contracting with scrutinized companies.

CERTIFICATIONS OF COMPLIANCE WITH THE ABOVE REFERENCED STATUTES ARE LOCATED IN SECTION HIGHLANDS COUNTY FORMS, AND ARE TO BE INCLUDED WITH THE BID, SIGNED AND NOTARIZED.

- D. Bids are due and must be received in accordance with the instructions provided in the invitation to bid.
- E. The County will not reimburse Bidders for any costs associated or expenses incurred in connection with the preparation and submittal of any Bid.
- F. Bidders, their agents and associates shall not solicit any County Official, employee, agent, or volunteer and shall not contact any County Official, employee, agent, or volunteer other than the purchasing designated contact listed on the cover page of this ITB for additional information and clarification.
- G. Due care and diligence have been exercised in the preparation of this ITB and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required rests solely with those submitting a Bid. Neither the County nor its representatives shall be responsible for any error or omission in the Bids submitted, nor for the failure on the part of the Bidders to determine the full extent of the exposures.
- H. All timely Bids meeting the specifications set forth in this ITB will be considered. However, Bidders are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the County and preference will be given to those Bids in full or substantially full compliance with them.
- I. Each Bidder is responsible for full and complete compliance with all laws, rules, and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability on the part of the Bidder to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any Bidder from its obligation to honor its Bid and to perform completely in accordance with its Bid.

- J. The County, at its discretion, reserves the right to waive minor informalities or irregularities in any Bids, to reject any and all Bids in whole or in part, with or without cause, and to accept that Bid, if any, which in its judgment will be in its best interest.
- K. Award will be made to the Bidder whose Bid is determined to be the most advantageous to the County, taking into consideration those Bids in compliance with the requirements as set forth in this ITB. The County reserves the right to reject any and all Bids for any reason or make no award whatsoever or request clarification of information from the Bidders.
- L. Any interpretation, clarification, correction or change to this ITB will be made by written addendum issued by the Purchasing Department. Any oral or other type of communication concerning this ITB shall not be binding.
- M. Bids must be signed by an individual of the Bidder's organization legally authorized to commit the Bidder to the performance of services contemplated by this ITB.
- 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, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions 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, arising from any and all acts and/or omissions 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.
- O. If submitting Bids or Proposals for more than one ITB or Request for Proposal (RFP), each Bid and each Proposal must be in a separate envelope and correctly marked. Only one Bid for this ITB shall be accepted from any person, corporation, or firm. Modifications will not be accepted or acknowledged.
- P. Each Bid must contain proof of enrollment in E-Verify.
- Q. Minority Owned and Women Owned businesses must submit a copy of the certificate to receive credit.
- R. Board policy prohibits any County employee or members of their family from receiving any gift, benefit, and/or profit resulting from any contract or purchase. Board policy also prohibits acceptance of gifts of any kind other than advertising novelties valued less than \$10.00
- S. Bids are only accepted if delivered to the location and prior to the time specified on the ITB. Bids must be delivered in sealed envelope or box. Late Bids will not be accepted under any circumstances. If Bids are received after the scheduled time of the Bid Opening Meeting, the Bidder will be contacted for disposition. The Purchasing Department, at the Bidder's expense, can return the unopened envelope, or, at the Bidder's request in writing, can destroy it.
- T. Emailed and faxed Bids will not be accepted. Any blank spaces on the required Bid form or the absence of required submittals or signatures may cause the Bid to be declared non-responsive.
- U. The County is not responsible for correcting any errors or typos made on the Bid. Incorrect

calculations or errors may cause the Bid to be declared non-responsive. Should a mathematical error occur the unit pricing shall prevail to determine the extended price.

- V. The Bidder shall comply with the Florida Sales and Use Tax Law as it may apply to the contract. The quoted amount(s) shall include any and all Florida Sales and Use Tax payment obligations required by Florida Law of the successful Bidder and its material suppliers.
- W. Any material submitted in response to this ITB will become public record pursuant to Section 119, Florida Statutes.
- X. In the event of legal proceedings to enforce the terms of a contract entered into in connection with this ITB, the prevailing party will be entitled to legal fees. Venue is in Highlands County, Florida.
- Y. If any Bidder violates or is a party to a violation of the code of ethics of the County or the State of Florida, with respect to this ITB, such Bidder may be disqualified from performing the work described in this ITB or from furnishing the goods or services for which this ITB is issued and may be further disqualified from bidding on any future requests for work, goods or services for the County.
- Z. ADDENDUMS: In this ITB the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, they will be dealt with on a case-by-case basis, at the discretion of the County. If deemed necessary, the Purchasing Department will supplement this ITB document with Addendums. These Addendums will be posted on the County's website, www.Highlandsfl.gov. It is the sole responsibility of the Bidder to check the website for Addendums. Bidders are to acknowledge receipt of Addendums by completing the respective section on the Bid Submittal Form.
- AA. AFFIRMATION: By submitting a Bid, the Bidder affirms that the Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; that the Bidder has not directly or indirectly induced or solicited any other person to submit a false or sham Bid; that the Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; and that the Bidder has not sought by collusion to obtain for him/herself/itself any advantage over other persons or over the County.
- BB. COUNTY EMPLOYEES / CONFLICT OF INTEREST: All Bidders must disclose the name of any officer, director or agent who is also an employee of the Board. All Bidders must disclose the name of any Board employee who owns, directly or indirectly, any interest in the Bidder's business or any of its branches.
- CC. MISUNDERSTANDINGS: The failure or omission of the Bidder to receive or examine any instruction or document, or any part of the specifications, or to visit the site and acquaint themselves as to the nature and location of the work (where applicable), the general and local conditions, and all matters which may in any way affect performance shall not relieve the Bidder of any obligation to perform as specified herein. The Bidder understands the intent and purpose thereof and their obligations and will not make any claim for or have any right to damages resulting from any misunderstanding or misinterpretation of this ITB, or because of any lack of information.
- 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.
- EE. COMPLAINTS: The contract will provide that complaints against the Contractor will be processed through the Purchasing Department and are to be corrected within five (5) business days. Written response to the Purchasing Manager is required. Failure to properly resolve complaints within five (5)

business days may result in cancellation of the contract. Repeat complaints against the Contractor may result in termination of contract.

- FF. REQUEST FOR CHANGE OF ITB SPECIFICATIONS: Requests for changes to specifications must be submitted for consideration in writing to the Purchasing Designated Contact identified on the cover page of this ITB. Requests must be submitted by the Request for Information (RFI) Cut-Off date stated on the cover page of this ITB. The request will be evaluated by the Project Manager, and the County's response will be made in an Addendum.
- GG. EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK: Any modification to these specifications by a Bidder shall be an exception to the ITB and must be presented in writing and in detail by the Bidder to the Purchasing Designated Contact prior to the RFI deadline.
- II. DOCUMENTATION RESULTING FROM SERVICES RENDERED: The contract will prohibit the Contractor from publishing or releasing any information related to the requested services without prior written permission from the County. All reports and documents resulting from the ensuing contract will remain the sole property of the County.
- JJ. OTHER ENTITIES ("PIGGYBACKING"): All Bidders submitting a bid to this ITB agree to allow the City of Sebring, Florida and other local government agencies to purchase the Services for the same conditions and at the same pricing set forth by the bid, during the period that the awarded bid is in effect. Any liability created by purchase orders issued against the awarded bid shall be the sole responsibility of the entity placing the order. If the City of Sebring and other governmental agencies desire to participate in this ITB, and make an award thereof, each government agency shall accept the bidder's response and make an award thereof independently of Highlands County. Each governmental agency shall be responsible for its own purchases and each shall be liable for materials and services ordered and received by that governmental agency. None of the agencies assume any liability for the other agencies' actions by virtue of this ITB. This offer for participation in no way restricts or interferes with the right of the City of Sebring or any other governmental agency to competitively procure any or all items.

SECTION II. THE COUNTY'S RESERVATION OF RIGHTS

This ITB constitutes only as an invitation to submit a Bid to the County. The County reserves, holds and may in its own discretion, exercise any or all of the following rights and options with respect to this ITB:

- A. To supplement, amend or otherwise modify this ITB, and to cancel this ITB with or without the substitution of another Invitation to Bid (ITB) or Request for Proposals (RFP).
- B. To issue additional subsequent ITBs or RFPs.
- C. To reject all incomplete / non-responsive Bids, or Bids with errors.
- D. The County reserves the right to determine, in its sole discretion, whether any aspect of the submitted Bids is satisfactory to meet the criteria established in this ITB, the right to seek clarification and/or additional information from any submitting Bidder.
- E. The County also reserves the right to modify the Scope of Work to be performed.
- F. The County shall have no liability to any Bidder for any costs or expenses incurred in connection with the preparation and submittal of a Bid in response to this ITB
- G. If the County believes that collusion exists among Bidders, Bids will be rejected.
- H. In the event of a mathematical error, the unit price shall prevail.

I. PUBLIC RECORD:

1.1 Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:

**COUNTY CLERK: GLORIA RYBINSKI
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV**

- 1.2 Consultant agrees to comply with public records laws, specifically to:
- 1.1.1. Keep and maintain public records required by the County to perform the services set forth herein.
 - 1.1.2. Upon request from the County's custodian of public records, provide the County 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 Florida Statutes, Chapter 119, or as otherwise provided by law.
 - 1.1.3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the County.

Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the services set forth herein. If the Consultant transfers all public records to the County upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

-END OF SECTION-

SECTION III. INSURANCE

- A. Unless otherwise stated in the specifications, the following minimum Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:
1. Commercial General Liability Insurance: Occurrence Form Required: The Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this ITB in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.
 2. Commercial Automobile Liability Insurance: The Contractor shall have and maintain commercial automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
 3. Workers' Compensation Insurance: The Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. The policy must include Employer Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.
 4. Special Requirements / Evidence of Insurance:
 - a. **A copy of the Bidder's current certificate of insurance is to be provided with the Bid submitted in response to this ITB.** A formal certificate shall be provided upon announcement that a Bidder has been awarded the work as called for in this ITB. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. **The formal insurance certificate shall also comply with the following:**
 - (1) "Highlands County, a Political Subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability.
 - (2) Contractor shall deliver written notice to the County by overnight delivery return receipt requested, hand delivery or confirmed facsimile thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.
 - b. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.
 - c. The policies of insurance shall be written on forms acceptable to the County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an AM Best financial strength rating of no less than "A- Excellent: FSC VII".
 - d. The Contractor shall hold the County, its agents and employees, harmless on account of claims for damages to persons, property or premises arising out of the services performed in connection with this ITB. The County reserves the right to require the Contractor to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.

- 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.
5. Renewal:
- a. In the event the insurance coverage expires prior to termination of the contract entered into in connection with this ITB, a renewal certificate shall be issued 30-days prior to said expiration date.
 - b. Such notification will be in writing by registered mail, return receipt requested, and addressed to the County Purchasing Manager, 600 S. Commerce Ave., Sebring, FL 33870.

-END OF SECTION-

SECTION IV. SPECIAL TERMS AND CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in or are revising the County's standard General Terms and Conditions or the Scope of Work.

A. BASIS OF AWARD: Award will be based on the Lowest base bid amount from the most responsive, responsible bidder meeting or exceeding the requirements of the specifications set forth herein and deemed to be in the best interest to the County. The County reserves the right to award in whole or in part, whichever is deemed to be in the best interest. If a Vendor is unable to perform in the time allowed, the County reserves the right to move to the next lowest bidder until project completion. The County reserves the right to reject a bid from any vendor who has previously failed to perform properly, or on time, contracts of similar nature; or who is not able to satisfactorily perform the contract.

1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the Bidder(s) in conforming to the provision of goods and/or services to be provided pursuant to this Agreement/Contract:
 - a. The contract will be utilized on an as-needed basis. No amount purchase is guaranteed upon the execution of an Agreement/Contract.
 - b. All pricing shall be all inclusive to include, but not limited to, licensing, permitting, material, labor, travel, shipping, handling or delivery, return and incidentals, as applicable, to provide the service described.
 - c. The County reserves the right to add or delete, at any time, any or all material, tasks, locations or services associated with this Agreement/Contract.
 - d. The County also reserves the right to negotiate additional related materials and/or services as needed.
 - e. Should the item or service be unavailable in the timeframe needed from the lowest bidder, the County reserves the right to request from the next lowest until the item or service is obtained.

B. TERM:

1. The initial term of this contract will be for a three (3) year term from the date of the Board approval on an as-needed basis. Upon mutual agreement of the parties, the contract may be renewed for one (1) additional three (3) year term at the same pricing. A Price Adjustment Clause is included in this solicitation. The contract will include a thirty (30) day termination for convenience clause for termination by the County.

C. LICENSE:

It is the responsibility of the Awarded Contractor to maintain all licensures required to fulfill the obligations of this ITB. The County reserves the right to terminate or suspend this award of this bid.

D. REQUEST FOR INFORMATION (RFI) CUT-OFF

1. All questions regarding this ITB shall be submitted by Bidders in writing by 5 P.M. on the date noted on the cover page of this solicitation. It shall be the Contractors responsibility to review the site and request clarification(s) for any items prior to the deadline noted on the

cover sheet of this solicitation, as applicable.

E. QUALIFICATIONS below are to be provided with the submission package:

1. To demonstrate Bidder's qualifications to perform Work, Bidder is to meet the requirements and qualifications listed below. Any Bidder that fails to provide the required information or that does not meet one or more of the requirements may be disqualified.
2. Bidder must be Registered to do business with the Division of Corporations. A printout from www.Sunbiz.org which provides the Bidder's FEI/EIN, Authorized Persons, and Active Status.
3. Vendor's must be fully licensed, as applicable, in Florida and comply with Highlands County Ordinances, codes, rules and regulations, Florida law, and the requirements of any and all other governmental agencies which have jurisdiction over the work being performed.
4. Each Bidder is to submit documentation of its Florida Department of Health (FDOH) Environmental Laboratory Certification that includes a list of certified analyses. If any analyses are to be subcontracted out to another lab, the Bidder must also provide FDOH Environmental Laboratory Certifications for the subcontracted lab including a list of certified analyses for the subcontracted lab.
5. The bidder must have been in business under the same name performing the same or similar work as provided herein for at least three (3) years. The Sunbiz.org print out will be utilized to verify years in business.
6. The Bidder must have at least one (1) successful ADaPT compatible EDD submittal and provide proof of such.
7. The Bidder is to provide proof of having a Web-based data management tool that allows online access and report management services enabling the County to query test data, manage multiple reports and securely share data remotely over the Internet. Provide a Web address or printout sample of the site.

SECTION V. SCOPE OF SERVICES

A. INTRODUCTION

The COUNTY is soliciting proposals from water quality testing laboratories that are located in such places as to be able to meet the requirements of a maximum of three (3) hours between the sample being taken and the sample being in the laboratory. The intent of the Bidder is to provide water sampling and analysis from monitoring sites located at the Highlands County Solid Waste Management Center (Arbuckle Site) and the DeSoto City Landfill as required by monitoring plans for each facility and approved by the State of Florida Department of Environmental Protection (FDEP). The successful Bidder shall accomplish sampling with one trip to the locations named, as required. Monthly, quarterly, semi-annual, and annual testing of groundwater, surface water, and landfill leachate is required for Solid Waste Management in accordance with FDEP permit requirements for three (3) separate waste disposal facilities.

The anticipated response time to have a field team on site in the County, in the event of an emergency that would require special sampling. **Maximum** response time is 3 hours.

B. MONITORING WELLS

Each monitoring well is plainly marked in the field with a sign giving its number and the mean sea level elevation of the top of the casing. Each well shall be purged, and the sample taken using the appropriate sampling pumps and equipment based on the requirements of FDEP SOP's. The CONTRACTOR must supply its own equipment for collecting samples. Only 4-wheel drive vehicles will be allowed access to all sampling locations. Two-wheel drive field vehicles will not be allowed into the sampling sites.

C. TESTING AND REPORTING

1. The field-testing, sample collection and preservation, and laboratory testing, including quality control procedures, shall be in accordance with Chapter 62-160 FAC. Approved methods, as published by the Department or as published in Standard Methods, ASTM, or EPA Methods, shall be used in accordance with Chapter 62-701.510(2)(b), FAC.
2. The organization collecting samples must use the Field and Laboratory Standard Operating Procedures (DEP-SOP-001/01) referenced in Chapter 62-160, FAC.
3. The laboratory designated to conduct the chemical analyses must be certified by the Florida Department of Health Environmental Laboratory Certification Program (DOH ELCP) for the test methods and analytes that are being reported in accordance with Chapters 62-160.210(1), 62-160.300(1), and 62-701.510(2)(b), FAC, and FDEP SOP FS-1008. The laboratory conducting the analyses must use analytical methods capable of achieving detection limits at or below the Groundwater Cleanup Target Levels (GCTLs) or the Freshwater Surface Water Cleanup Target Levels (SWCTLs) in Table I, Chapter 62-777, FAC (except for those parameters listed in Table C of the "FDEP Guidance for the Selection of Analytical Methods and for the Evaluation of Practical Quantitation Limits dated 10/12/2004").
4. All laboratory and field reports shall be submitted to the COUNTY Solid Waste Department and/or their contracted consultant no later than twenty-five (25) calendar days after the sampling. All analytical reports shall show the day and time the sample was taken, the day and time the sample was received at the laboratory, and the day and time of analysis for each parameter and/or parameter group. The analytical results shall be submitted to the COUNTY in accordance with the FDEP's electronic reporting requirements using the ADaPT software (Chapter 62-701.510(8)(a), FAC). All analyses shall be submitted in duplicate to the Office Manager at 12770 Arbuckle Creek Road, Sebring, Florida 33870.
5. Water-quality sampling results, ADaPT EDDs, and ADaPT regulatory comparison reports must be provided to the COUNTY and the COUNTY's contracted consultant no later than twenty-five (25) days following the sampling date so that a summary of exceedances and compliance monitoring reports can be prepared. In addition, the CONTRACTOR will deliver to the COUNTY and the COUNTY's contracted consultant the data for the samples and tests performed in a comma delimited text or Microsoft Excel spreadsheet format.
6. Within three (3) days after each sample is taken, the CONTRACTOR will deliver to the COUNTY and the COUNTY's contracted consultant all water-level data collected for each sample so that ground water contour maps, water levels, water elevation tables, and ground water monitoring report certifications can be prepared for the reports to FDEP.
7. Within twenty-five (25) days after each sample is taken, the CONTRACTOR will deliver to the COUNTY all chain of custody forms and all field sampling information on FDEP Form FD 9000-24 (DEP-SOP-001/01) for all sampling and testing performed by the CONTRACTOR

- for the COUNTY for inclusion in the reports to FDEP.
8. Within twenty-five (25) days after completion of each sampling event, the CONTRACTOR will create ADaPT-compatible Solid Waste Field Electronic Data Deliverables (SWFDD) and Laboratory Electronic Data Deliverables (SWLDD) related to the sampling and testing performed by the CONTRACTOR for the COUNTY. The CONTRACTOR will process the Electronic Data Deliverables (EDDs) through the FDEP ADaPT program and correct all critical errors and enter comments concerning non-critical errors prior to providing the COUNTY or designated Consultant copies of the SWFDD, the SWLDD, and associated ADaPT error logs and comparison reports in .txt and .pdf formats.
 9. No work will be started on any sampling cycle until the selected BIDDER receives a purchase order stating exactly what analysis are to be conducted.
 10. Due to FDEP permit changes and/or changes in the Florida Administrative Code, the sampling frequency and parameter lists at any of the facilities may change requiring that the scope of work for this project to be changed prior to the project's expiration date. If the COUNTY and the CONTRACTOR awarded the bid cannot agree on the cost and procedure changes then this proposal will be voided and will be re-advertised under the revised requirements.
 11. Field sampling results and analytical results will be compared to historical data by the COUNTY or their CONSULTANT. The CONTRACTOR will re-analyze in-house samples with anomalous results at no additional cost to the COUNTY.
 12. QC samples (equipment blanks, trip blanks, etc.) must be collected in accordance with FDEP protocols. The cost for sampling and analysis of QC samples should be included in the Proposal.
 13. If data is compromised due to sampling error or lab error, the CONTRACTOR will be responsible for re-sampling and re-analysis at the CONTRACTOR's expense.

D. LABORATORY

The successful CONTRACTOR shall utilize a laboratory certified by the Florida Department of Health Environmental Laboratory Certification Program (DOH ELCP) for the test methods and analytes that are being reported in accordance with Chapters 62-160.210(1), 62-160.300(1), and 62-701.510(2)(b), FAC, and FDEP SOP FS-1008. The laboratory conducting the analyses must use analytical methods capable of achieving detection limits at or below the Groundwater Cleanup Target Levels (GCTLs) or the Freshwater Surface Water Cleanup Target Levels (SWCTLs) in Table I, Chapter 62-777, FAC (except for those parameters listed in Table C of the "FDEP Guidance for the Selection of Analytical Methods and for the Evaluation of Practical Quantitation Limits dated 10/12/2004"). Documentation of laboratory certification is to be provided with bid submission.

E. GROUNDWATER LOGS

Within three (3) days after each sample is taken, the CONTRACTOR will deliver to the COUNTY and the COUNTY's contracted consultant all water-level data collected for each sample so that ground water contour maps, water levels, water elevation tables, and ground water monitoring report certifications can be prepared for the reports to FDEP.

Within twenty-five (25) days after each sample is taken, the CONTRACTOR will deliver to the COUNTY all chain of custody forms and all field sampling information on FDEP Form FD 9000-24 (DEP-SOP-001/01) for all sampling and testing performed by the CONTRACTOR for the COUNTY for inclusion in the reports to FDEP

**F. SITE 1: HIGHLANDS COUNTY SOLID WASTE MANAGEMENT CENTER
CLASS I LANDFILL**

Monitoring well MW-1 is established as the background well. Monitoring wells MW-7A, MW-30, MW-31, MW-32, and MW-33 are established as detection wells to monitor leachate releases from the disposal unit. Monitoring wells MW-4, MW-21, and MW-22 are established for the purpose of monitoring the sprayfield. A surface water sample is collected from the Wetlands Mitigation Area.

Analysis 1 - Monitoring Wells (Semi-Annual)

Ground water monitoring wells MW-7A, MW-30, MW-31, MW-32, and MW-33 shall be sampled semi-annually and analyzed for the following parameters in March and September of every year for those parameters listed in 62-701.510(7)(a) FAC.

FIELD PARAMETERS

pH	Dissolved Oxygen
Turbidity	Colors and Sheens (by observation)
Temperature	Specific Conductivity
Static Water Level in Wells Prior to Purging	

LABORATORY PARAMETERS

Total Ammonia – N	Chloride
Mercury	Iron
Nitrate-Nitrogen	Sodium
Total Dissolved Solids (TDS)	
Those parameters listed in 40 CFR, Part 258, Appendix I	

Analysis 2 - Monitoring Wells (Semi-Annual)

Ground water monitoring wells MW-1, MW-4, MW-21, and MW-22 shall be sampled semi-annually and analyzed for the following parameters in March and September of every year.

FIELD PARAMETERS

pH	Dissolved Oxygen
Turbidity	Colors and Sheens (by observation)
Temperature	Specific Conductivity
Static Water Level in Wells Prior to Purging	

LABORATORY PARAMETERS

Total Ammonia - N	Chloride
Mercury	Iron
Nitrate-Nitrogen	Sodium
Total Dissolved Solids (TDS)	
Gross Alpha	
Those parameters listed in 40 CFR, Part 258, Appendix I	

Analysis 3 - Monitoring Wells (Semi-Annual)

Ground water monitoring wells MW-1, MW-4, MW-21, and MW-22 shall be sampled semi-annually and analyzed for the following parameters in December and June of every year.

FIELD PARAMETERS

pH	Dissolved Oxygen
Turbidity	Colors and Sheens (by observation)
Temperature	Specific Conductivity
Static Water Level in Wells Prior to Purging	

LABORATORY PARAMETERS

Total Ammonia -N	Nitrate-Nitrogen
Chlorides	Sodium
Iron	Mercury
Total Dissolved Solids (TDS)	Gross Alpha

Analysis 4 - Wetlands Mitigation Project (Semi-Annually)

Surface water in the Wetlands Mitigation Area shall be sampled semi-annually in March and September of every year and analyzed for those parameters listed in FAC Rule 62- 701.510(7)(b).

FIELD PARAMETERS

pH	Dissolved Oxygen
Turbidity	Colors and Sheens (by observation)
Temperature	Specific Conductivity

LABORATORY PARAMETERS

Unionized Ammonia	Total Hardness (as mg/L CaCO3)
Iron	Biochemical Oxygen Demand (BOD5)
Mercury	Nitrate-Nitrogen
Total Dissolved Solids (TDS)	Total Organic Carbon (TOC)
Fecal Coliform	Total Phosphorus (as mg/L P)
Chlorophyll A	Total Nitrogen
Chemical Oxygen Demand (COD)	Total Suspended Solids (TSS)
Those parameters listed in 40 CFR, Part 258, Appendix I	

Analysis 5 - Leachate Treatment System (Monthly Sampling and Quarterly Reporting)

Monthly sampling and quarterly reporting are required by Appendix 3 Condition IV.1 of the permit for the 1A, 1B and Cell 3 Influent and Triplex Effluent leachate treatment sites. Samples are to be analyzed for the following permit-specific parameters:

FIELD PARAMETERS

pH	Specific Conductivity
----	-----------------------

LABORATORY PARAMETERS

Chloride	Total Dissolved Solids
Sodium	Iron
Total Ammonia -N	Nitrate-Nitrogen
Mercury	

Sampling must occur each month such that the quarterly reports can be submitted to FDEP by January 31 (Oct-Dec data), April 30 (Jan-Mar data), July 31 (Apr-Jun data), and Oct 31 (Jul-Sept data) of each year in order for the Solid Waste Department to comply with DEP Permit Conditions.

**G. SITE 2: HIGHLANDS COUNTY SOLID WASTE MANAGEMENT CENTER
CONSTRUCTION AND DEMOLITION WASTE LANDFILL**

Monitoring well MW-1 is established as the background well. Monitoring wells MW-26 and MW-27 are designated as downgradient detection wells to monitor the zone of discharge.

Analysis 6 - Monitoring Wells (Semi-Annual)

Ground water monitoring wells MW-1, MW-26, and MW-27 shall be routinely sampled semi-annually in March and September of every year and analyzed for the following parameters:

FIELD PARAMETERS

pH	Turbidity
Temperature	Colors and Sheens (by observation)
Specific conductivity	Dissolved Oxygen
Wells Prior to Purging	Static Water Level in

LABORATORY PARAMETERS

Aluminum	Cadmium
Chloride	Chromium
Nitrate-Nitrogen	Lead
Sulfate	Mercury
Total Dissolved Solids (TDS)	Total Ammonia -N
Iron	Xylenes
Sodium	Arsenic

Those parameters listed in EPA Methods 601 and 602

H. SITE 3: DESOTO CITY CLASS I LANDFILL (CLOSED)

Monitoring wells MW-10S and MW-12S are established as the background wells. Monitoring wells MW-6SR, MW-9S, MW-11S, MW-13S, MW-14S, and MW-15S are designated as compliance wells

Analysis 7 - Monitoring Wells (Semi-Annual)

All ground water monitoring wells shall be sampled semi-annually in March and September of every year and analyzed for the parameters listed in 62-701.510(7)(a) FAC as required by Permit Specific Conditions 3(a) and 3(b):

FIELD PARAMETERS

pH	Dissolved Oxygen
Turbidity	Colors and Sheens (by observation)
Temperature	Specific Conductivity
Static Water Level in Wells before purging	

LABORATORY PARAMETERS

Total Ammonia - N	Chloride
Mercury	Iron
Nitrate-Nitrogen	Sodium
Total Dissolved Solids (TDS))	

Those parameters listed in 40 CFR, Part 258, Appendix I

I. MONITORING WELL ELEVATIONS

MONITORING WELL ELEVATIONS

HIGHLANDS COUNTY SOLID WASTE MANAGEMENT CENTER CLASS I LANDFILL

<u>WELL #</u>	<u>ELEVATION (PVC)</u>	<u>WELL #</u>	<u>ELEVATION (PVC)</u>
<u>MW-1</u>	<u>70.77'</u>	<u>MW-30</u>	<u>69.78'</u>
<u>MW-4</u>	<u>69.61'</u>	<u>MW-31</u>	<u>69.22'</u>
<u>MW-21</u>	<u>70.31'</u>	<u>MW-32</u>	<u>69.46'</u>
<u>MW-22</u>	<u>69.89'</u>	<u>MW-33</u>	<u>67.32'</u>
<u>MW-7A</u>	<u>80.64'</u>		

CONSTRUCTION AND DEMOLITION WASTE LANDFILL

<u>WELL #</u>	<u>ELEVATION (PVC)</u>	<u>WELL #</u>	<u>ELEVATION (PVC)</u>
<u>MW-26</u>	<u>65.92'</u>	<u>MW-27</u>	<u>64.98'</u>
<u>MW-37 Not constructed yet</u>			

DESOTO CITY CLASS I LANDFILL (CLOSED)

<u>WELL #</u>	<u>ELEVATION (PVC)</u>	<u>WELL #</u>	<u>ELEVATION (PVC)</u>
<u>MW-6SR</u>	<u>140.44</u>	<u>MW-12S</u>	<u>106.87</u>
<u>MW-9S</u>	<u>147.16</u>	<u>MW-13SR</u>	<u>120.86</u>
<u>MW-10S</u>	<u>146.13</u>	<u>MW-14S</u>	<u>133.58</u>
<u>MW-11S</u>	<u>149.86</u>	<u>MW-15S</u>	<u>138.34</u>

SECTION VI. HIGHLANDS COUNTY FORMS

Documentation included with Bid submittal package

Any blank spaces on the form(s), qualifying notes or exceptions, counter-offers, lack of required submittals, or signatures, on County’s Form may result in the submission being declared non-responsive by the County.

The list of forms below is meant only as a guide. It is the Bidder’s responsibility to review and include all requested and required documentation.

Forms		
LOCAL COMPLIANCE FORMS		✓
Official Bid Submittal Form: include acknowledgement of all addenda and original signature. Electronic versions: Label “23-002 Bidder Name”		
Drug-Free Workplace Certification, F.S. 287.087		
Public Entity Crimes Sworn Statement, F.S. 287.133		
Discrimination Certification, F.S. 287.134		
Scrutinized Companies Certification, F.S. 287.135		
E Verify Certification		
Local Preference Affidavit of Eligibility		
Price Adjustment Form		
MISCELLANEOUS DOCUMENTATION		
WWW.Sunbiz.org print-out for Bidder/Proposer FEI/EIN Number		
Acord Insurance Form (sample copy of Certificate of Insurance)		
Women / Minority Business Enterprise Certification (Mark with an “x” if not applicable)		
One (1) Original Submission Package, PAPER COPY, and one (1) exact electronic copy, on thumb drive, of the Submission package labeled “23-002 Bidder Name”		
OR Upload one (1) all-inclusive Adobe file of the Submission package to the County Website via VendorRegistry.com. File name is to be in the following format: “23-002 Bidder Name”		
Statement of “No Bid” Due prior to submission due date and time		
Sealed Submission Label (affix to outside of submittal package)		
Provide Florida Department of Health (FDOH) Laboratory Certification Documentation that includes a list of certified analyses for the lab. Also include Laboratory Certification Documentation with list of certified analyses for any subcontracted labs		
Describe laboratory’s ability to comply with the FDEP’s electronic submittal of results in ADaPT compatible EDD’s.		
Provide proof of at least one (1) successful ADaPT compatible EDD submittal		
Provide proof of having a Web-based management tool that allows online access and report management services enabling the County to query test data, manage multiple reports, and securely share remotely over the Internet. Provide a Web address or printout sample of the site.		

OFFICIAL BID SUBMITTAL FORM

BID SUBMITTED TO:

**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
PURCHASING DIVISION**

SOLICITATION IDENTIFICATION: **ITB 23-002-LLK**
 SOLICITATION NAME: **Water Sampling for Solid Waste**
 SUBMITTED BY:

Bidder's Name

Bidder's Authorized Representative's Name and Title

Bidder's Address 1

Bidder's Address 2

Contact's Name and Title (Print)

Contact's E-mail Address

Contact's Phone Number

Dun's Number

Employer Identification Number/Federal Employer Identification (as shown on Sunbiz.org)

BIDDER IS: (CHECK ONE)

Individual Partnership Corporation
 Limited Liability Company Joint Venture*

*Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above for an individual or the appropriate form of entity.)

In submitting this response, BIDDER represents that:

- BIDDER has examined and carefully studied the ITB Documents and the following Addenda (receipt of all which is hereby acknowledged). Bidder should insert date of the Addendum and Addendum Number in boxes below:

Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued

- It is the sole responsibility of the bidder/proposer to check the Purchasing website for any addenda issued for this solicitation.

CERTIFICATION/ACKNOWLEDGEMENTS:

Having carefully examined the general and purchase order "Terms and Conditions", all solicitation documents and, if necessary, reviewed site conditions that may affect cost, progress, performance and finishing of the work which meet these specifications.

The pricing provided shall be all inclusive of travel, labor and materials and incidentals necessary to provide the services described herein. (No additional trip, service, or mileage charges)

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the County. The signature below, by an authorized representative, affirms they have read and understand the solicitation requirements.

Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

PRICING:

The undersigned does hereby declare that the undersigned has examined the project site and the complete specifications of this ITB entitled "Soil Removal" and agrees to supply all equipment, labor and insurances to complete the work required in accordance with the complete specifications.

ITEM NO.	ITEM DESCRIPTION	Analyses/Yr Grab Sample/Yr	UNIT	UNIT COST	EXTENDED PRICE (Unit * Qty)
GENERAL					
1	ANALYSIS #1	2	EA	\$	\$
2	ANALYSIS #2	2	EA	\$	\$
3	ANALYSIS #3	2	EA	\$	\$
4	ANALYSIS #4	2	EA	\$	\$
5	ANALYSYS #5	24	EA	\$	\$
6	ANALYSIS #6	2	EA	\$	\$
7	ANALYSIS #7	2	EA	\$	\$
BASE BID AMOUNT TOTAL (Items 1-7, written numerically:					\$
BASE BID AMOUNT written in words:					

By responding the Bidder agrees to accept any additional test locations for monitoring which may be necessary to comply with FDEP regulations on the same cost basis as similar test locations being bid.

SUBMITTED ON: _____ 20 _____

COMPANY: _____

SIGNATURE: _____ (Seal)

Bidder's Authorized Representative

PRINTED NAME: _____

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP _____

PHONE NUMBER: _____

EMAIL: _____

DRUG FREE WORKPLACE

**CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____
[Print individual's name and title]

for _____
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has a drug free workplace program in place. The program meets the requirements of Section 287.087, Florida Statutes.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ____ / ____ / ____

STATE OF _____
COUNTY OF _____

The foregoing Certification was sworn to before me this __ day of _____, 20____, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Signature: _____
Print Name: _____
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

PUBLIC ENTITY CRIMES

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

STATE OF FLORIDA } ss
COUNTY OF _____ }

Before me, the undersigned authority, personally appeared _____ who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of bidder or contractor), is

2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

4. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

5. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.
(Draw a line through paragraph 5 if paragraph 6 below applies.)

6. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 6 if paragraph 5 above applies.)

THIS SWORN STATEMENT IS MADE PURSUANT TO SECTION 287.133(3)A, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD

Signature: _____

Print Name: _____

Print Title: _____

On ____ day of _____, 20____.

STATE OF _____

COUNTY OF _____

Sworn and subscribed before me in the State and County first mentioned above on the _____ day of _____, 20____.

(AFFIX NOTARY SEAL)

Signature: _____

Print Name: _____

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

DISCRIMINATION CERTIFICATION

**CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES
DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH
PUBLIC ENTITIES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____
[Print individual's name and title]

for _____
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has not been placed on the discriminatory vendor list by the Department of Management Services.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.134, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ____ / ____ / ____

STATE OF _____
COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20____, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Signature: _____
Print Name: _____
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

SCRUTINIZED COMPANIES CERTIFICATION

**CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES
SCRUTINIZED COMPANIES CERTIFICATION**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____
[Print individual's name and title]

for _____
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. Bidder also hereby certifies that it is not participating in a boycott of Israel.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing Certification was sworn to before me this ___ day of _____, 2017, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Print Name: _____
Notary Public, State of Florida
Commission No. _____
My Commission Expires: _____

E-VERIFY CERTIFICATION

CERTIFICATION OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND IMMIGRATION SERVICE BUREAU'S E-VERIFY PROGRAM

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____
[Print individual's name and title]

for _____
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder participates in the United States Citizenship and Immigration Services Bureau's E-Verify Program, and does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

Bidder's E-verify Company ID #: _____

THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ____ / ____ / ____

STATE OF _____
COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20____, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL) Signature: _____
Print Name: _____
Notary Public, State of _____



STATEMENT OF NO BID

We, the undersigned, have declined to bid

- Specifications too "tight", i.e., geared toward one brand or manufacturer only
- Insufficient time to respond to the Invitation to Bid.
- We do not offer this product or services
- Unable to meet specifications
- Unable to meet Bond requirements
- Specifications unclear (explain how)
- Unable to meet Insurance requirements
- Remove us from your "Bidders List" altogether
- Other (specify below)

Remarks:

Company Name: _____

Signature: _____

Telephone: _____

E-Mail: _____

Date: _____

PRICE ADJUSTMENT CLAUSE

STATEMENT OF ISSUE: The commodity(s) or services represented in the attached Invitation to Bid may be considered volatile price item(s) which may show drastic swings in price and availability from wholesalers to the retailers during the contract period. In consideration, the COUNTY is including this price adjustment clause in the Invitation to Bid to encourage adequate competition and fair pricing on the (estimated) indefinite quantity requirement and to discourage padding or hedging prices.

The COUNTY's price adjustment criteria are as follows:

VENDOR shall agree that submitted pricing **will be held firm for the first three (3) years of the contract term**. Pricing will be reviewed at the anniversary date thereafter. A price escalation or reduction may be requested by the VENDOR or the COUNTY, to the price of all items. The COUNTY may, in its sole discretion, accept an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the VENDOR's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, (4) the volatility so affects the VENDOR that continued performance of the Contract would result in a substantial loss and (5) No price adjustment will be approved to compensate a vendor for inefficiency or for errors or omissions in judgment or for additional profit.

Requests from the VENDOR for price adjustments shall be RECEIVED IN WRITING (via email or mail) and are subject to County Board approval (if applicable) and executed contract amendment before becoming effective. Failure to reach agreement for a price adjustment may, at the sole option of the COUNTY, result in the termination of the Agreement for cause.

Official VERIFIABLE documentation of such changes SHALL be provided with the request for price adjustment in order to substantiate any requested change. The COUNTY reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US CITY Average, as published by the US Department of Labor, Bureau of Labor Statistics). The COUNTY also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party.

As an authorized representative of the company listed below I fully understand, accept and agree to abide by the procedures denoted in this price adjustment clause.

VENDOR NAME _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINTED SIGNATURE _____ DATE _____

SEALED SUBMISSION LABEL

Cut along the outer border and affix this label to your sealed submission envelope to identify it as a "Sealed Bid/Proposal"

Deliver to: Highlands County Purchasing Department
600 S. Commerce Ave., 2nd Floor
Sebring, FL 33870

Contact Information: Lori Krinsky, Purchasing Analyst
(863) 402-6528

PLEASE PRINT CLEARLY



	SEALED BID/PROPOSAL DOCUMENTS	
	• DO NOT OPEN •	
	SOLICITATION No.:	ITB 23-002-LLK
	SOLICITATION TITLE:	Water Sampling for Solid Waste
	DATE DUE:	Tuesday, April 4, 2023
TIME DUE:	Prior to: 3:30 PM	
SUBMITTED BY:	_____	
	<small>(Name of Company)</small>	
	<small>e-mail address</small>	<small>Telephone</small>
DELIVER TO:	Highlands County Board of County Commissioners Attn: Purchasing Department, 2 nd Floor (Lori Krinsky) 600 South Commerce Avenue Sebring, Florida 33870	
Note: submissions received after the time and date above will not be accepted.		

***Notice: The Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda. It is the sole responsibility of the Contractor/Vendor to monitor the County webpage for any updates.**

Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date to match any updates to this date that have been published via Addenda.

SECTION VII. MAPS AND AERIALS

A. Highlands County Solid Waste Management Center (HCSWMC)

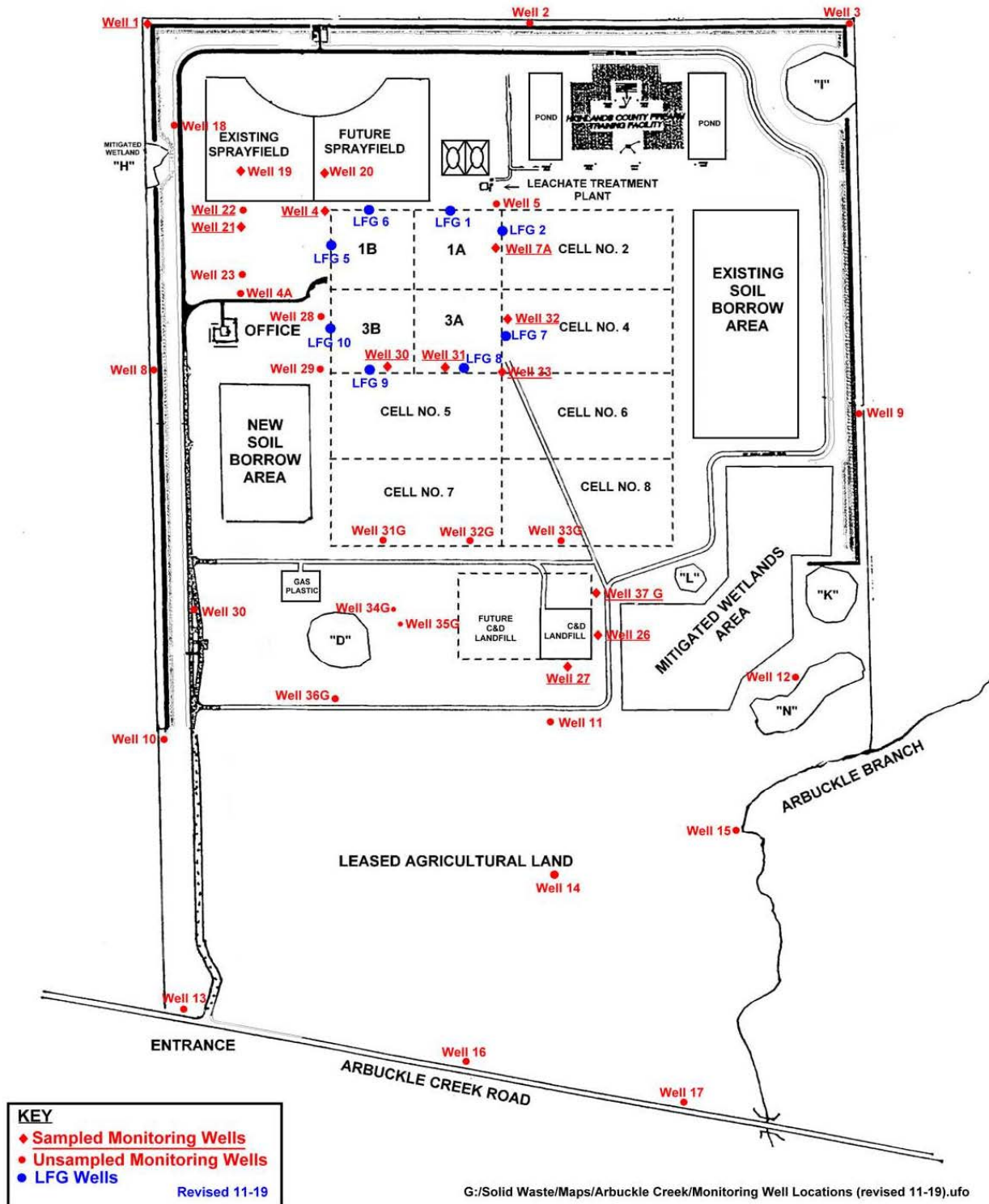
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AERIAL OF HCSWMC



MAP OF HCSWMC MONITORING WELLS

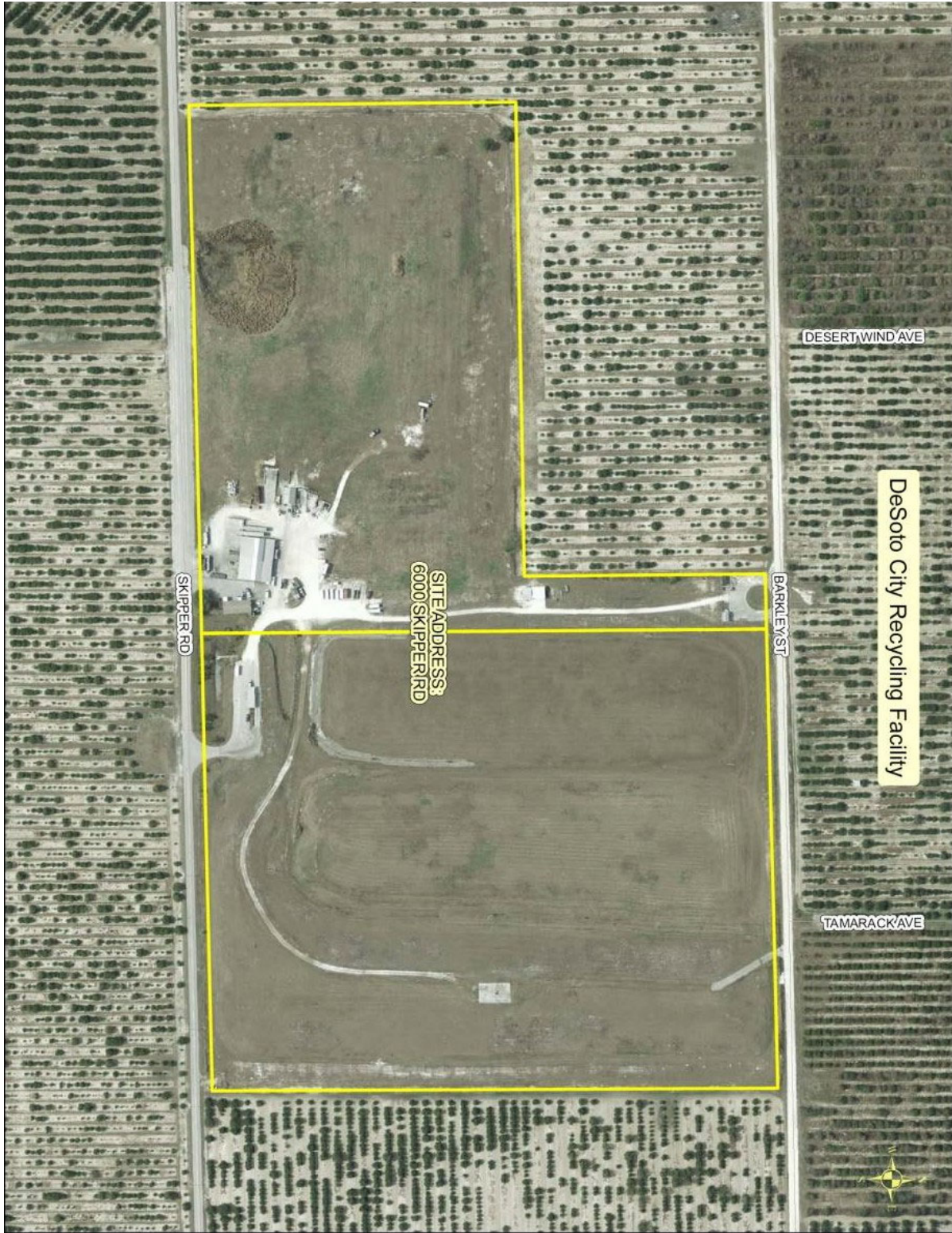
Location of Groundwater Monitoring Wells at the Highlands County Solid Waste Management Center



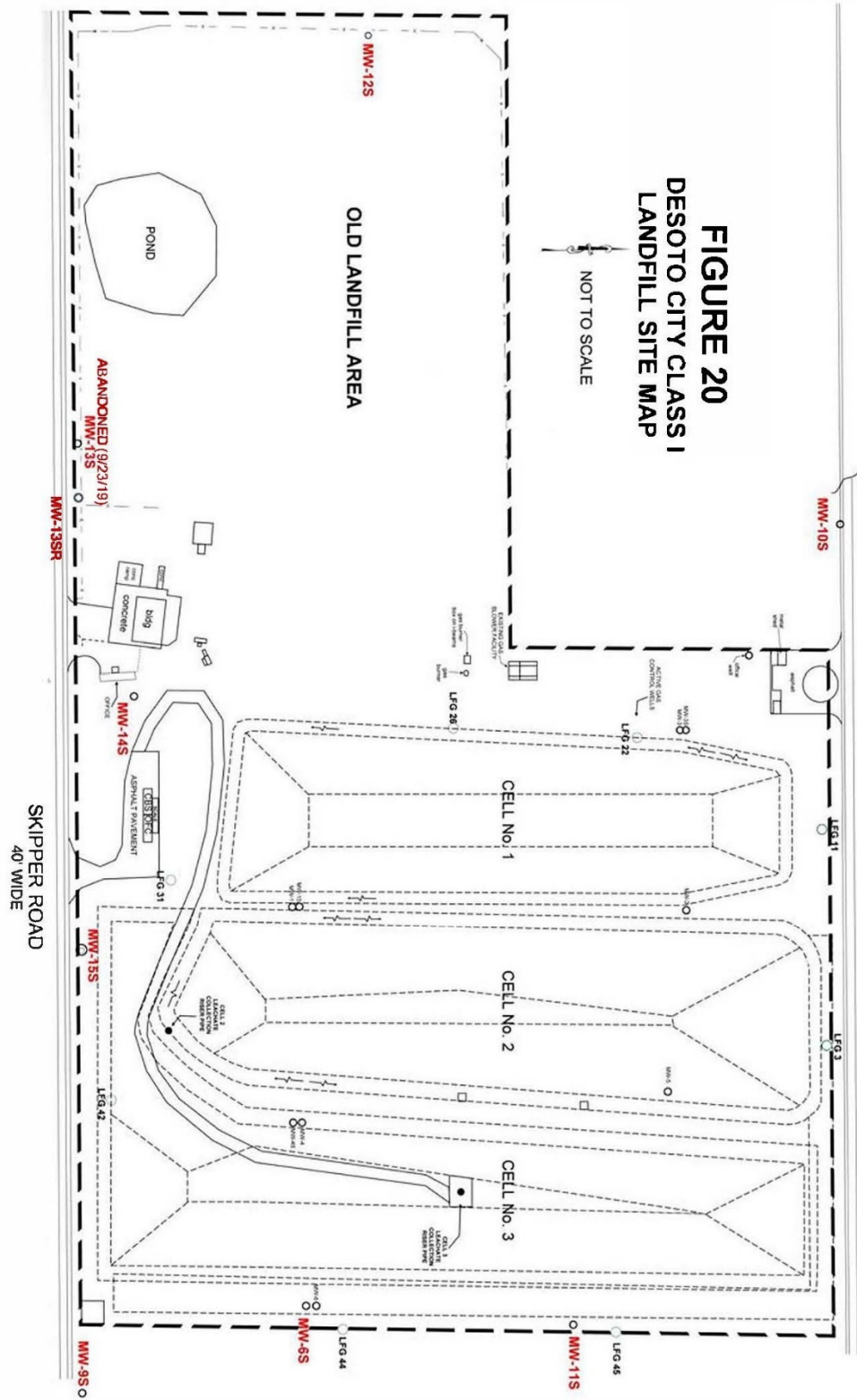
B. Desoto City Landfill (DCL)

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AERIAL OF DCL



MAP OF DCL MONITORING WELLS



AERIAL MAP OF DCL MONITORING WELLS

C:\PROJECTS\Other Projects\Desoto Landfill\Groundwater Contours\Monitoring Well Update - Revised 10-20-21.dwg, 11X17, Dorey, Bruce ----

