



**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 DeLoach, Purchasing Manager  
(863) 402-6504, Direct Line  
[LDELOACH@HIGHLANDSFL.GOV](mailto:LDELOACH@HIGHLANDSFL.GOV), email

### **INVITATION TO NEGOTIATE (ITN)**

**ITN No: 22-028-LKD Property License for use of Vacant Property:  
Located at the Arbuckle Landfill, 12700 Arbuckle Creek Road, Sebring,  
FL 33870**

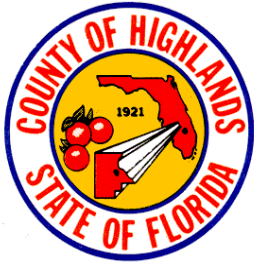
**Non Mandatory Pre-Proposal Meeting:** **Wednesday, April 26, 2023 at 2:00 PM**  
All interested persons should plan to attend this site visit.

**Location:** **12700 Arbuckle Creek Road, Sebring, FL**

**Request for Information Deadline:** **Wednesday, May 3, 2023, prior to 5:00 PM**

**Submission Deadline:** **Tuesday, May 16, 2023, prior to 3:30PM**

**Advertised Date: April 15, 2023 & April 22, 2023**



**HIGHLANDS COUNTY  
BOARD OF COUNTY COMMISSIONERS  
PURCHASING DEPARTMENT**

**INVITATION TO NEGOTIATE (ITN)**

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

ITN 22-028-LKD Property License for use of Vacant Property: Located at the Arbuckle Landfill, 12700 Arbuckle Creek Road, Sebring, FL 33870

Pursuant to Section 287. 012 Florida Statutes the Board of County Commissioners, Highlands County, Florida, hereby gives notice that it intends to review responses to this ITN and negotiate with offeror(s) to receive the best value regarding use of the identified vacant property located at 12700 Arbuckle Creek Road, Sebring FL. The County has identified a portion of vacant property for a license for an approved use and will consider all proposals received.

The ITN with criteria, requirements, and other information, may be downloaded from our website: [www.highlandsfl.gov](http://www.highlandsfl.gov) located on the Purchasing Dept landing page or [www.vendorregistry.com](http://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, May 16, 2023**, at which time they will be opened. Responses may be submitted by one of the following methods:

· **Electronic submission** to the County website, [www.highlandsfl.gov](http://www.highlandsfl.gov) linking to [VendorRegistry.com](http://VendorRegistry.com) in **one all-inclusive adobe file** of all documents. **Label “22-028 Bidder Name”**

**OR**

· **Hard Copy submission** in a sealed and marked package. Affix the supplied “Sealed Solicitation Label” with the name of the Proposer, 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 “22-028 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 Local Preference Policy will not 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](http://www.highlandsfl.gov)

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**SECTION 1 GENERAL TERMS AND CONDITIONS**

1. DEFINITIONS: For purposes of this Invitation to Negotiate (ITN), the following terms are defined as follows:
  - 1.1. **County** means Highlands County, a political subdivision of the State of Florida, the Highlands County Board of County Commissioners and other public entities involved in this cooperative solicitation.
  - 1.2. **Proposer** means the person or entity submitting a proposal in response to this ITN that meets the requirements set forth in the solicitation documents.
  
2. RESERVATION OF RIGHTS:

This ITN constitutes only an invitation to submit a Proposal to the County. The County reserves, holds and may in its own discretion, exercise any or all of the following rights and options:

  - 2.1. To supplement, amend or otherwise modify this ITN, and to cancel this ITN with or without the substitution of another Invitation to Negotiate.
  - 2.2. To issue additional subsequent ITNs.
  - 2.3. To reject all incomplete / non-responsive responses, or responses with errors.
  - 2.4. The County reserves the right to determine, in its sole discretion, whether any aspect of the submitted Proposals is satisfactory to meet the criteria established in this document, the right to seek clarification and/or additional information from any submitting Proposer.
  - 2.5. The County also reserves the right to refine the solicitation. This refinement is not to include any new services not advertised but to allow more specifically the define work integral to that in the advertised solicitatiuon.
  - 2.6. If the County believes that collusion exists among Proposers, all Proposals will be rejected.
  - 2.7. Make available to Respondents any data available in the County’s files pertaining to the work to be performed under this ITN.
  - 2.8. Decide and dispose of all claims, questions, and disputes arising under this ITN.
  - 2.9. Have the right to audit the records of the Respondents that enter into contracts pursuant to this ITN at any time during the contract period.
  - 2.10. The County, the State and Federal auditors, as applicable, must be reserved the right to audit the records of the awarded Proposer related to this ITN at any time during the contract period and for a period of five (5) years following the contract termination. The awarded Proposer shall provide copies of any records related to contracts entered into in connection with this ITN upon request.
  
3. PUBLIC RECORD:
  - 3.1. 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](mailto:HCBCCRECORDS@HIGHLANDSFL.GOV)**

- 3.2. Proposer agrees to comply with public records laws, specifically to:
- 3.2.1. Keep and maintain public records required by the County to perform the services set forth herein.
  - 3.2.2. 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.
  - 3.2.3. 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.
  - 3.2.4. 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.

4. COMPLIANCE(S): By submission of a proposal the proposer acknowledges and certifies compliance with the items stated herein.

Compliance with Florida Statutes Sections 287.087, on Drug Free Workplace, 287.133(2)(a), on Public Entity Crimes, and 287.134, on Discrimination and Section 287.135, Florida Statutes, prohibiting contracting with scrutinized companies, is required. The Proposer certifies by submittal of a Proposal to agree to these requirements.

CERTIFICATIONS OF COMPLIANCE WITH REFERENCED STATUTES ARE INCLUDED IN THE FORMS SECTION, AND MUST BE SIGNED AND NOTARIZED AND INCLUDED WITH THE PROPOSAL SUBMITTAL.

- 4.1. **E-Verify Program:** Each response from an employer Proposer must contain proof of enrollment in the U.S. Department of Homeland Security's E-Verify system. The successful Respondent shall verify the employment eligibility of all employees including new employees hired by the Respondent during the term of the contract, which will expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees including new employees hired during the contract term.

- 4.2. **Indemnification Clause:** The following “Statement of Indemnification” will be incorporated in the contract entered into in connection with this ITN.  
“The successful proposer shall indemnify the County with the appropriate provision being included in the Agreement executed between the County and said successful proposer. The Proposer 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 Proposer, or any of its employees, agents, contractors, 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.”
- 4.3. **Sales and Use Tax:** The Proposer shall comply with the Florida Sales and Use Tax Law as it may apply. All Florida Sales and Use Tax payment obligations required by Florida law of the successful Proposer and its material suppliers.
- 4.4. Board policy prohibits any County employee or members of an employee’s 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.
5. **COUNTY EMPLOYEES / CONFLICT OF INTEREST:** All Proposers must disclose the name of any officer, director or agent who is also an employee of the Highlands County Board of County Commissioners, or any of the public entities which will receives services related to this solicitation. All Proposers must disclose in their proposal the name of any employee of the entities named in the preceding sentence who owns, directly or indirectly, any interest in the Proposer’s business or any of its branches.
6. **PROPOSER/RESPONDENT:**
- 6.1. Respondents must be an individual, firm, partnership, corporation, association or other legal entity permitted by law in the State of Florida.
- 6.2. Each Proposer 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 Proposer, to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any Proposer from its obligation to honor its proposal and to perform completely in accordance with its proposal. It shall be the Proposer’s responsibility to educate themselves of the applicable laws, rules and regulations.
- 6.3. If any Proposer 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 ITN, such Proposer may be disqualified from this ITN.
- 6.4. In the event of legal proceedings to enforce the terms of a contract entered into in connection with this ITN, the prevailing party will be entitled to recover attorney’s fees and costs, including attorney’s fees and costs through appellate proceedings. Venue is in Highlands County, Florida.
- 6.5. **Suspension Or Debarment:** By submitting a response, the Proposer certifies that it is not currently debarred from submitting bids, proposals or other responses for contracts issued by any political subdivision or agency of the State of Florida or Federal government and that it is not an agent of a person or entity that is currently debarred from submitting such responses for contracts issued by any subdivision or agency of the State of Florida or Federal government.

6.6. **Anti-Lobbing:** Proposers, 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 individual listed cover page of this ITN for additional information and clarification.

7. PREPARATION OF PROPOSAL:

- 7.1. Proposals are due and must be received in accordance with the instructions given in the invitation page and any subsequent Addenda, if applicable.
- 7.2. Proposals must be signed by an individual of the Proposer's organization legally authorized to commit the Proposer.
- 7.3. The Proposer is solely responsible for all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer, as a result of this solicitation and subsequent evaluation process.
- 7.4. Due care and diligence have been exercised in the preparation of this ITN 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 Proposal. Neither the County nor its representatives shall be responsible for any error or omission in the Proposals submitted, nor for the failure on the part of the Proposers to determine the full extent of the exposures.
- 7.5. E-mailed and faxed Proposals will not be accepted.
- 7.6. Any blank spaces on the required Proposal form or the absence of required submittals or signatures may cause the Proposal to be declared non-responsive.
- 7.7. The County is not responsible for correcting any errors or typos made on the Proposal. Incorrect calculations or errors may cause the Proposal to be declared non-responsive.

8. REQUEST FOR INFORMATION (RFI)/ADDENDA:

- 8.1. Refer all correspondence, questions, clarifications, etc. regarding this solicitation to the Purchasing designated contact prior to the RFI Cut-off time and date listed on the cover page.
- 8.2. Any interpretation, clarification, correction or change to this ITN will be made by written addendum issued by the Purchasing Department.
  - 8.2.1. Official documents are posted and available for download on the County's website, [www.highlandsfl.gov](http://www.highlandsfl.gov) and [www.VendorRegistry.com](http://www.VendorRegistry.com). Information obtained from other locations may not be complete and/or accurate.
  - 8.2.2. Any oral or other type of communication concerning this ITN shall not be binding.
- 8.3. All pages included in or attached by reference to this ITN shall be called and constitute the Invitation to Negotiate as stated on the front page of this ITN.
- 8.4. It is the sole responsibility of the Proposer to check the website for Addendums.
- 8.5. Proposers must acknowledge receipt of Addendums by completing the respective section on the bid/proposal submittal form.
- 8.6. In this ITN 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 Division will supplement this ITN document with Addendums.



9. JOINT PROPOSALS:

- 9.1. In the event multiple vendors submit a joint Proposal in response to this solicitation, a single Proposer shall be identified as Primary Proposer. The Primary Proposer must include the name, address and contact information of all parties of the joint Proposal. Primary Proposer shall provide all insurance requirements, execute any contract, sign the Proposal and have overall and complete accountability to resolve any dispute arising within the contract. Only a single contract with one Proposer will be acceptable. Primary Proposer shall remain responsible for performing services associated with Proposal made in response to this ITN.

10. RESPONSES RECEIVED LATE

- 10.1. It shall be the Proposer's sole responsibility to deliver the sealed proposal submission to the Highlands County Purchasing Division prior to or on the time and date stated.
- 10.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening. Arrangements may be made for the unopened proposal to be returned at the Proposer's request and expense.
- 10.3. The County 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.

12. CONTRACT NEGOTIATIONS AND EXECUTION:

- 12.1. The successful Respondents shall enter into a contract that substantially reflects the requirements of this ITN and normal contract terminology. The County reserves the right to waive or adjust any minor inconsistencies between the ITN and the finalized contract(s) and any resulting purchase order entered into pursuant to this ITN.

13. TERMINATION

- 13.1. Any contract entered into pursuant to this ITN may be terminated by the Respondent upon 30 days prior written notice to the County in the event of substantial failure by the County to perform in accordance with the terms of the contract through no fault of the Respondent. It may also be terminated by the County with or without cause upon 30 days written notice to the Respondent.

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## **SECTION 2 INSURANCE**

Unless otherwise stated in the ITN, the following minimum Insurance Requirements will be included in the contract and must be met by the entity before a contract is considered:

1. **COMMERCIAL GENERAL LIABILITY INSURANCE: Occurrence Form Required:** The entity 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 ITN 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 entity, 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 entity shall have and maintain automobile liability insurance with a limit of not less than \$500,000 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 entity 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:**
  - 4.1. A copy of the Proposer's current certificate of insurance **MUST** be provided with the Proposal submitted in response to this ITN when requested. A formal certificate shall be provided upon announcement that a Proposer has been awarded the contract. 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:
    - 4.1.1. **"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.**
    - 4.1.2. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. Highlands County will be given notice prior to cancellation or modification of any stipulated insurance.
      - In the event the insurance coverage expires prior to termination of the contract entered into in connection with this ITN, a renewal certificate shall be issued 30-days prior to said expiration date.
      - Such notification will be in writing by registered mail, return receipt requested, and addressed to the Purchasing Manager, 600 S. Commerce Avenue, Sebring, FL 33870.

- 4.1.3. 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. The Certificate of Insurance shall confirm in writing that these provisions apply.
- 4.2. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.
- 4.3. 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.
- 4.4. The insurance 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/uses performed to in connection with this ITN. The County reserves the right to require the successful Proposer to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.
- 4.5. Renewal:
  - 4.5.1. In the event the insurance coverage expires prior to termination of the contract entered into in connection with this ITN, a renewal certificate shall be issued 30-days prior to said expiration date.
  - 4.5.2. 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 33870-3809.
  - 4.5.3. Additional insurance may be required if activities at the site involve special events.

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**SECTION 3 SPECIAL TERMS AND CONDITIONS**

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

1. BASIS OF AWARD:

1.1. The County intends to award a contract to one or more proposers that have responded to this ITN. Based on the recommendation of evaluation committee’s review and scoring of the proposals received.

2. TERM OF CONTRACT

2.1. The County may enter into an initial period of five (5) years with an option to renew for One (1) additional five (5) year period. County and the successful Proposer will agree upon renewals in writing. Term of the contract may be modified based on the Proposers planned improvements on the site and the Board approval.

3. CONTRACT REQUIREMENTS:

Respondents contracting with the county shall:

3.1. **Standard of Work on site:**

3.1.1. Ensure that all improvements to the site meets all current federal, state, and local laws, regulations, and ordinances applicable to the work.

3.2. Provide for a safe facility of occupants/users of the site.

3.3. **ADA Compliance:** The contract will provide that any improvements meet ADA requirements.

3.4. **Insurance:** Minimum insurance limits have been included in the solicitation. The County reserves the right to increase the limits depending on the proposed use of the land.

3.5. The successful proposer shall indemnify the County with the appropriate provision being included in the Agreement executed between the County and said successful proposer.

*The remainder of page intentionally left blank.*

## **SECTION 4 INTRODUCTION / BACKGROUND**

Pursuant to Section 287.012, Florida Statutes the Board of County Commissioners, Highlands County, Florida will conduct this Invitation to Negotiate to determine the best possible value to the County use for the property at 12700 Arbuckle Creek Rd, Sebring, FL. This ITN is seeking sealed replies in order to select one or more entities with which to commence negotiations for a contract to utilize the Property located at the address above. This site is County owned. Considerations will be provided for potential license for the best use of the property.

### Background

The county is seeking proposals that would offer uses for the property that will add value to the community and utilize a currently vacant land. The County will consider what each Proposer offers for the site including any proposed improvements, the suitability of the proposed use, the ability for the public to participate in activities at the site, fees if any that will be charged, deliverables, price/rent, approach to offering, past performance of Proposer, and terms or conditions requested.

The county may conduct simultaneous negotiations with the Proposers that are highest scored to help determine the best and final offer from the ITN Proposers.

## **SECTION 5 PROPERTY INFORMATION**

This property is located at the Highlands County Solid Waste Management Center-Arbuckle Creek Landfill, 12700 Arbuckle Creek Road, Sebring, FL 33870 . The area consists of approximately 269 acres, pending final determination of boundaries for the borrow pit, access road, and parcel C boundaries. Attachment A as a visual reference of the areas and how it will likely be configured.

A Non Mandatory Pre Proposal meeting will be held to allow potential proposers access to the site. **All interested persons should plan to attend this site visit.**

List of potential acceptable uses for the property to include but not be limited to:

- a. Agricultural hay production and harvesting
- b. Grazing of livestock (cattle or equine typically)
- c. Passive recreation use (no off-road vehicles)

List of **excluded activities** for Solid Waste Facility proposed area. Submissions containing excluded activities may be found nonresponsive.

- a. Must not involve use of hazardous chemicals or materials. Any use of which that result in pollution under any Federal or State water quality standards shall be the responsibility of the lessee to remediate. Any activity which will create any environmental concerns will not be considered.
- b. Must not involve removal or significant disturbance of existing soil. (This excludes sod production) The site will eventually be used for supporting roles of the existing solid waste facility. No removal of soil will be considered.
- c. The site is regularly and closely monitored for any contamination. Any use of chemicals or products which may affect these tests will need prior approval before use.
- d. Modification of the existing ground cover may affect the future County usage of the property or future lease uses.

- e. Must comply with all allowable use for agriculture zoning.
- f. Must not have any impact to existing wetlands or any other existing natural resources.
- g. Must not interfere or damage any monitoring wells within the subject area.
- h. Must not impact or in any way jeopardize the existing natural gas pipeline within the subject area.
- i. Must primarily use southeast gate for access.
- j. May not interfere with the County's use of the property or any other user so assigned.
- k. May require adjustment of license area to accommodate use needs for the Solid Waste Facility.
- l. Must limit access to only necessary personnel.
- m. No hunting or use of firearms allowed on property without approval from County Administrator.
- n. No use of off-road vehicles not directly associated with the agriculture operation.
- o. No possession or use of alcohol or any other illegal substances will be allowed.
- p. License is not transferable.
- q. Must keep any livestock completely contained within the proposed area. Must build and maintain any necessary fencing at licensee's expense.
- r. Must mow and/or maintain entire area following best management practices to prevent exotic vegetation establishment.
- s. Shall maintain the property at all times in good condition and not cause detrimental effects to the value and use of the property.
- t. No permanent modifications or improvements to the property can be made without expressed written consent of the Critical Infrastructure Director or County Administrator.
- u. Parcel B access will be via crossing along north side of proposed area once constructed. Licensee will not interfere with use of this area by County and will use provided access when constructed.
- v. Lease/license must be for a minimum of five (5) year increments. County may alter boundaries with 90 day notice.
- w. Must not alter drainage characteristics of the property.
- x. No camping or residential use of the property will be allowed.
- y. Allow access from licensee for Parcel C to joint access roadway and for recovery of model aircraft.

## **SECTION 6 RESPONSE FORMAT CRITERIA**

1. **SUBMITTAL CONTENT:** It is imperative that the information submitted is precise, clear, and complete. All responses must be presented in the following format requirements:
  - 1.1. **Paper Submission:** Page Size: 8 1/2" by 11" bound document, tabbed at each Evaluation Criteria Section, all pages numbered, minimum 11 point Arial font shall be used.
  - OR**
  - 1.2. **Electronic Format:** Shall be an exact, all-inclusive copy mirroring the original paper submission in a single Adobe pdf format. The file is to include Bookmarks for each Evaluation Criteria Section, if possible. No macros, links or locked files will be allowed. The file name is to be "**22-028-proposer name**"
  - 1.3. Submittals not conforming to this format may receive a lower score.
2. **REQUEST RESPONSE OUTLINE**  
 Sections and subsections shall correspond in sequence with those identified below and shall be clearly sequentially tabbed. All additional information that a Proposer believes is unique to a section and does not fit the established outline may be included at the end of that section under a subheading "Additional Information."

3. EVALUATION CRITERIA SECTION Proposers will be ranked on the quality of the proposal including clarity and organization of the proposal and if requested, its presentation. The County will determine the best value usage of the building for the County.

**TAB A Introduction /Executive Summary (Maximum 5 Points)**

- Signed ITN Certification Form with contact information
- Table of Contents (optional)
- Letter of Interest (executive summary)
  - Brief summary of proposed use.
  - Summary of business structure or if individual summary of background.
  - Acknowledge by submittal of a Letter of Interest the Proposer represents that it does not have any professional or personal conflicts of interest.
  - Acknowledge by submitting a Letter of Interest the consultant confirms that no principal (which includes officers, directors or executives) or the firm is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation by any State, Federal Department or Agency.

**TAB B Consistency with County's Interest and Future Use (Maximum 35 Points)**

- Applications will be scored based on the compatibility of the proposed use with the existing use of the facility and ability of the County to use the subject property in the future.
- Identify the proposed use of the property to include, but not limited to:
  - Details regarding operation that makes the proposed use valuable to the County.
  - Any proposed changes and/or improvements.
  - Restoration at the conclusion of the lease/license.
  - Primary access will be via gate on Arbuckle Creek Road. Any other necessary access will be considered in the proposal evaluation.
  - Review for excluded activities to be considered. Submissions containing excluded activities may be found nonresponsive.
- **TAB C Compatibility with Neighboring Uses (Maximum 20 Points)** Applications will be scored based on the compatibility of the proposed use with the existing neighboring land uses. These existing land uses are primarily agriculture in nature with some residential homes in the area.
  - Uses which may negatively effect surrounding uses in any way will receive a lower score.

**TAB D Relevant Experience/Past Performance (Maximum 10 Points)**

- Respondent's background, history, capabilities, resources and experience for services/uses proposed for the site. List and provide copies of any qualifications.
- Proposals will be scored on the capabilities of the Proposer in performing and providing the services, including experience and resources, service experience within the last 5 years.
- A description of the Respondent's past and current related experience. Consideration will be given to the successful offerings, programs or services.

**TAB E Compensation. (Maximum 20 Points)**

- Please provide the proposed compensation for use of the property on a per annual basis. Offers will be scored in relation to other offers received and based on typical market rate average leases.

**TAB F Ability to respond when needed and maintain property/livestock as needed. (Maximum 10 Points)**

- Indicate the general and specific ability of key staff to respond to the project site in event a representative is needed to address concerns or issues with the use of the property. Examples of this need may include response to immediate livestock needs, equipment concerns, or environmental events. Include the estimated response time upon notice. Give brief information/resume of the key person(s) to be assigned responsibilities for the site.
- Proposals will be scored on the ability of staff to respond adequately to address potential concerns.

**TAB G ADDITIONAL INFORMATION AT THE RESPONDENT’S DISCRETION:**

“Additional Information”

**TAB H CONFIDENTIAL INFORMATION**

Any information provided in your submission that meets the criteria of a trade secret as defined under Florida law or meets other criteria otherwise exempt from Chapter 119, Florida Statutes, or other applicable law must be placed in Tab F, Confidential Information.

4. **PRESENTATION IF, REQUESTED BY THE EVALUATION COMMITTEE** After preliminary scoring based on the above criteria, presentations/interviews as part of the evaluation process may or may not be requested by the Evaluation Committee. The Committee may invite no less than the top three scoring Proposers to provide a presentation (based on preliminary evaluation). The Presentations/interview are scheduled as noted in the solicitation. Notice will be given to the Proposers invited to give presentations. Presentations by Proposer should include the key personnel that will be responsible for the County contract and services. Following the presentations, the shortlisted firms that presented will be ranked by the committee members.

The remainder of page intentionally left blank.



**SECTION 7 SELECTION PROCESS AND CRITERIA**

1. Responses shall be reviewed by the Evaluation Committee and ranked by the Evaluation Committee based upon the above criteria.
2. Public presentations may be requested of the Respondents.
3. Each member of the Evaluation Committee shall perform their own independent scoring based upon the criteria herein and the highest ranked firms shall be determined by the order of ranking from highest to lowest score.
4. The Evaluation Committee members have the right to correct any errors that may be made in the evaluation and selection process.
5. The County may negotiate with the Proposer(s) to determine their best and final offer.
6. Final award will be made by the County Commissioners.
7. The County is not obligated to award contract(s), and the Evaluation Committee members may decide to recommend rejection of all responses.

**11. SELECTION PROCEDURE:**

- 11.1. The County, at its discretion, reserves the right to waive minor informalities or irregularities in any Proposals, to reject any and all Proposals in whole or in part, with or without cause, and to accept that Proposal, if any, which in its judgment will be in its best interest.
- 11.2. The Evaluation Team will carefully review the responses and each member shall independently review all responses relative to the above listed criteria. The Team shall meet to collectively discuss their analyses of the responses and to then formulate a recommendation. Using the process above, the Evaluation Team may recommend that one or more firms be invited to participate in negotiations with the Negotiation Team.
- 11.2. The Evaluation Committee can shortlist the best proposals received and further negotiate or designate a representative to negotiate the best and final offer. The Evaluation Committee will determine the recommended award. The recommended award will be taken to the County Administrator or his designee for approval.
- 11.3. The final offer(s) from the Evaluation Committee will be provided to the County Administrator or his designee who will present the proposed contract to the Board of County Commissioners in accordance with Florida law and Highlands County Ordinance.
- 11.4. Award will be made to the Proposer(s) whose Proposal is determined to be the most advantageous to the County, taking into consideration those Proposals in compliance with the requirements as set forth in this ITN. The County reserves the right to reject any and all Proposals for any reason or make no award whatsoever or request clarification of information from the Proposers.

**SECTION 8 SAMPLE EVALUATION SCORE SHEET**

| <b>Tab</b> | <b>CRITERIA FOR EVALUATION</b>                                       | <b>MAXIMUM POSSIBLE POINTS</b> | <b>EVALUATOR'S SCORE</b> |
|------------|--|--------------------------------|--------------------------|
| <b>A</b>   | <b>Introduction/Executive Summary</b>                                | <b>5</b>                       |                          |
|            | <b>Consistency with County's Interest and Future Use of Property</b> | <b>35</b>                      |                          |
| <b>B</b>   | <b>Compatibility with neighboring uses</b>                           | <b>20</b>                      |                          |
| <b>C</b>   | <b>Relevant Experience/Past Performance</b>                          | <b>10</b>                      |                          |

|          |   |            |  |
|----------|---|------------|--|
| <b>D</b> | <b>Compensation to County</b>               | <b>20</b>  |  |
| <b>E</b> | <b>Ability to respond/maintain property</b> | <b>10</b>  |  |
|          | <b>TOTAL MAXIMUM POSSIBLE POINTS</b>        | <b>100</b> |  |

**SECTION 9 TENTATIVE SCHEDULE**

| DATE           | TIME      | EVENT  |
|----------------|-----------|--|
| March 2, 2022  |           | First Advertisement  |
| March 9, 2022  |           | Second Advertisement   |
| March 14, 2022 | 2:00 P.M. | Pre-Proposal Meeting   |
| March 17, 2022 | 5:00 P.M. | Deadline to submit questions (RFI's)                                       |
| March 18, 2022 |           | Deadline to release responses by County to RFI's                           |
| March 30, 2022 | 3:30 P.M. | Proposal due date  |
| April 7, 2022  | 1:30 P.M. | Review/Ranking of Proposals by the Evaluation Committee                    |
| April 19, 2022 | TBD       | Presentations / Interviews (at the discretion of the Evaluation Committee) |
| April 20, 2022 |           | Anticipated award date   |
| May 5, 2022    |           | Anticipated contract consideration by the Board                            |
|                |           | <i>Dates are subject to change.</i>  |

**SECTION 9 CERTIFICATION FORMS**

*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 Proposer's responsibility to review and include all requested and required documentation.*

| Forms  | circle one |    |
|--|------------|----|
| <b>LOCAL COMPLIANCE FORMS</b>  |            |    |
| ITN Certified Form, include acknowledgement of all addenda, signed.  | YES        | NO |
| Drug-Free Workplace Certification  | YES        | NO |
| Public Entity Crimes Sworn Statement   | YES        | NO |
| Discrimination Certification   | YES        | NO |
| Scrutinized Companies Certification  | YES        | NO |
| E Verify Certification (Proof of enrollment in the U.S. Department of Homeland Security's E-Verify system for any employer, if applicable) | YES        | NO |
| Sunbiz.org Print out for Proposer FEI/EIN Number   | YES        | NO |
| Acord Certificate of Insurance Form (COI),(sample copy from proposer)  | YES        | NO |
| Confirm all requested information has been included in Tabs A-F  | YES        | NO |

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS



SOLICITATION IDENTIFICATION: **ITN 22-028-LKD**  
 SOLICITATION NAME: **Property License for use of Vacant Property: Located at the Arbuckle Landfill, 12700 Arbuckle Creek Road, Sebring, FL 33870**

PROPOSAL SUBMITTED BY:

\_\_\_\_\_  
 Proposer's Name

\_\_\_\_\_  
 Proposer's Authorized Representative's Name and Title

\_\_\_\_\_  
 Proposer's Address 1

\_\_\_\_\_  
 Proposer'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

**ACKNOWLEDGEMENT OF ADENDA** Proposer represents that:

- It is the sole responsibility of the bidder/proposer to check the Purchasing web-site for any addenda issued for this solicitation.
- Proposer has examined and carefully studied this ITN and the following Addenda (receipt of all which is hereby acknowledged):

| Addenda Number | Date Issued | Addenda Number | Date Issued | Addenda Number | Date Issued | Addenda Number | Date Issued |
|----------------|-------------|----------------|-------------|----------------|-------------|----------------|-------------|
|                |             |                |             |                |             |                |             |

**CERTIFICATION:** By submitting a Proposal, the Proposer affirms that the Proposal 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. Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham Proposal. Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal. Proposer has not sought by collusion to obtain for itself any advantage over any other person(s) or over the County. The signature below, by an authorized representative and hereby affirm they have read and understand the solicitation requirements.

SUBMITTED ON: \_\_\_\_\_ 20 \_\_\_\_\_

PROPOSER NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
Proposer's Authorized Representative (Seal)

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

-Remainder of page intentionally left blank-

**DRUG FREE WORKPLACE FORM**

**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 FORM

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\_\_\_\_.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Notary Public, State of \_\_\_\_\_

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(AFFIX NOTARY SEAL)

**DISCRIMINATION FORM**

**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 COMPANY FORM

CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

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 [Redacted]

[Print individual's name and title]

for [Redacted]

[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 that Boycott Israel list created pursuant to Section 215.4725, Florida Statutes, is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, and that it does not have business operations in Cuba or Syria.

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 \_\_\_\_\_, 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)

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Notary Public, State of Florida

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**E-VERIFY FORM – REQUIRED FOR EMPLOYERS  
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

Proposer hereby certifies that at the time of its Proposal 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 [ ].

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

(AFFIX NOTARY SEAL)

Notary Public, State of \_\_\_\_\_

**AUTHORIZED SIGNATORIES/NEGOTIATORS**

The Proposer represents that the following **principals** are authorized to sign proposals, negotiate and/or sign contracts and related documents to which the proposer will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name \_\_\_\_\_ Title \_\_\_\_\_

Telephone Number/Email \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Title

\_\_\_\_\_ Name of Business

**Type of Organization**

\_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Joint Venture\* \_\_\_\_\_ Corporation  
\_\_\_\_\_ Limited Liability Company \_\_\_\_\_ Non Profit

Sate Incorporation Document No. \_\_\_\_\_

Principal Place of Business (Florida Statute Chapter 607) \_\_\_\_\_  
City/County

**THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE PROPOSER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.**

**Federal Tax ID # :** \_\_\_\_\_

*\*Joint Venture Firms must complete and submit with their Proposal Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.** Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Proposal Response.*

PROPOSAL LABEL

Cut along the outer border and affix this label to your sealed submission envelope/box 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 DeLoach, Purchasing Manager  
(863) 402-6500

**PLEASE PRINT CLEARLY**



**SEALED BID/PROPOSAL DOCUMENTS  
• DO NOT OPEN •**

SOLICITATION NO.: **ITB 22-028-LKD**

SOLICITATION TITLE: **Property License for use of Vacant  
Property: Located at the Arbuckle  
Landfill, 12700 Arbuckle Creek  
Road, Sebring, FL 33870**

DATE DUE: **Tuesday, May 16, 2023**

TIME DUE: Prior to: **3:30 PM**

SUBMITTED BY: \_\_\_\_\_  
(Name of Company)

e-mail address **DELIVER TO:** Telephone  
Highlands County Board of County Commissioners  
Attn: Purchasing Department, 2<sup>nd</sup> Floor (Lori DeLoach)  
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.

**ATTACHMENT A  
SITE INFORMATION**

**See attached site plan “Highlands County Landfill Lease Area Map 2022”**



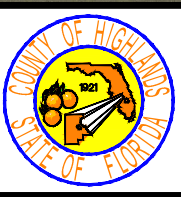
C:\howerton\DWG\Arbuckle Landfill Lease Area.dwg, 8.5X11 (LS), Howerton Jr, Clinton

DESIGNED BY:  
CLINTON HOWERTON, P.E.  
DRAWN BY:  
CLINTON HOWERTON, P.E.  
CHECKED BY:  
CLINTON HOWERTON, P.E.  
IN CHARGE:  
CLINTON HOWERTON, P.E.  
DATE:  
12-16-22

**HIGHLANDS COUNTY  
ENGINEERING DEPARTMENT**  
505 S. COMMERCE AVENUE  
SEBRING, FLORIDA 33870

APPROVED BY: CLINTON HOWERTON, JR., P.E.  
FLORIDA REGISTRATION NO.: 61021

DATE:



HIGHLANDS COUNTY  
LANDFILL LEASE AREA MAP  
2022

|                                   |           |
|-----------------------------------|-----------|
| SCALE:<br>HORIZ. N/A<br>VERT. N/A | REV.<br>0 |
| DRAWING NO.<br>N/A                | REV.<br>0 |
| DATE: 12-16-22                    |           |
| SHEET ---- OF --                  |           |