## SOLICITATION - OFFER - AWARD

20-T00048/CH	LEACHATE HAULING A DISPOSAL SERVICES		ISSUED: CEMBE	R 18, 20	19	ONTRACT NO.: 20-T00048/CH
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SOLID 14450	IANDO COUNTY WASTE DIVISION LANDFILL ROAD (SVILLE, FL 34614	NAME AND TITLE C FOR THE COUNTY: SIGNATURE	FPERSON	AUTHORIZE	D TO SIGN ACCE	PTANCE AND AWARD  AWARD DATE:

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ISSUE DATE: DECEMBER 18, 2019

#### INVITATION TO BID

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Hernando County, Florida, is accepting Bids for:

#### TERM CONTRACT ITB NO. 20-T00048/CH FOR LEACHATE HAULING AND DISPOSAL SERVICES

Hemando County Board of County Commissioners are soliciting Vendors/Contractors active in providing landfill leachate disposal services for the Hernando County Solid Waste Facility, located at 14450 Landfill Rd, Brooksville, FL 34614.

Sealed Bid offers as two (2) originals for furnishing the above will be received and accepted up to 3:00 PM (local time), February 5, 2020, in the Hemando County Purchasing and Contract's office. Bids shall be plainly marked on the outside of a sealed envelope/container with: Bidder's Name, Address, and Bid Name and Bid Number. Bids are to be submitted:

Physical Address:

Hernando County Purchasing and Contracts 1653 Blaise Drive Brooksville, FL 34601

The Board of County Commissioners of Hernando County, Florida reserves the right to accept or reject any or all Bids and waive informalities and minor irregularities in offers received in accordance with the Bid documents and the Hernando County Procurement Ordinance.

Interested firms may secure the Bid documents and plans and drawings and all other pertinent information by visiting the website of Bid Net at www.bidnetdirect.com For additional project information, please visit the Hernando County Board of County Commissioners Purchasing and Contracts Department at www.hernandocounty.us, or by calling Bid Net at (800) 835-4603 or the Purchasing and Contracts Department at (352) 754-4020.

Purchasing and Contracts Department will post addenda on Bid Net at www.bidnetdirect.com to all questions in accordance with the Solicitation Instructions. It is the responsibility of prospective Bidders to visit the Bid Net at www.bidnetdirect.com to ensure that they are aware of all addenda issued relative to this solicitation.

Pursuant to Florida Statutes 119.071 (Current Edition) Sealed Bids, Proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the Bids, Proposals, or final replies whichever is earlier.

> BOARD OF COUNTY COMMISSIONERS O COUNTY

> JAMES S. WUNDERLE

PURCHASING AND CONTRACTS MANAGER CHIEF PROCUREMENT OFFICER, HERNANDO COUNTY

NOTICE TO BIDDERS

To ensure that your Bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Carina Hall, Senior Buyer Purchasing and Contracts Department, at (352) 754-4020 or email at purchasing@hernandocounty.us.

#### **SECTION II - SOLICITATION INSTRUCTIONS**

- <u>DEFINITION OF TERMS</u>: Where the following terms, or their pronouns, occur herein, the intent and meaning shall be as follows:
  - 1.1. COUNTY: The Board of County Commissioners, Hernando County, or its duly authorized representative.
  - 1.2. OWNER: Hernando County Board of County Commissioners (County)
  - 1.3. BIDDER: The term "Bidder" used herein refers to the dealer/manufacturer or business organization submitting a Bid to the County in response to this solicitation.
  - 1.4. CONTRACT: The Agreement executed by the Owner and Vendor/Contractor for the performance of work and the other documents (plans, specifications, notice to Bidders, proposal, surety bonds, addenda and other documents) whether attached thereto or not.
  - 1.5. VENDOR/CONTRACTOR: The Bidder awarded a Contract by the County for the furnishing of goods or services.
  - 1.6. MODIFICATION/AMENDMENT/CHANGE ORDER: Shall mean the written order to the Vendor/Contactor signed by the Vendor/Contractor and County authorizing an addition, deletion, or revision in the goods, services and/or work to be provided under the Contract Documents or an adjustment in the Contract Price issued after Contract award.

#### 2. AVAILABILITY OF BIDDING DOCUMENTS:

- 2.1. Interested firms may secure Bid documents, plans, drawings, site locations, and other pertinent information by visiting the website of <a href="www.bidnetdirect.com">www.bidnetdirect.com</a>. For additional information please contact the Hernando County Board of County Commissioners, Purchasing and Contracts Department at (352) 754-4020 or by calling Bid Net at (800) 835-4603.
- 3. PREPARATION OF BID: To insure acceptance of your Bid, please follow these instructions:
  - 3.1. Interested firms are to submit two (2) original Bid responses. All Bid sheets including this form must be executed and submitted in a sealed envelope. The face of the envelope shall contain, in addition to the address, the date, time of the Bid opening and the Bid number and title. All Bids are subject to the conditions specified herein. Those which do not comply with these conditions may be declared non-responsive and subject to rejection.

#### Submit bids to:

Hernando County Purchasing and Contracts Department 1653 Blaise Drive Brooksville, Florida 34601 BID NUMBER (ITB NO. 20-T00048/CH)

- 3.2. The responsibility for delivering the Bid to the County on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The County will be in no way responsible for delays caused by the U.S. Postal Services, any courier system, or any other occurrence.
- 3.3. Bids must be typed or printed in ink. All corrections made by the Bidder prior to the opening must be initialed and dated by the Bidder. No changes or corrections will be allowed after Bid opening.
- 3.4. Bids must contain a manual signature of an authorized representative of the company. Telegraphic or facsimile Bids will not be accepted.
- 3.5. It is the Bidder's responsibility to assure that the Bid is delivered at the proper time and location. Bids which are received after the Bid opening time will be returned unopened to the Bidder.
- 3.6. Bidders are expected to make all investigations necessary to thoroughly inform themselves regarding all drawings, specifications, delivery requirements, performance requirements, site locations and all solicitation instruction to satisfy themselves of conditions affecting submission of their Bid and the terms and cost of performing the Contract. No pleas of ignorance by the Bidder of

conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the Contract documents, will be accepted as a basis of varying the requirements of the County or the compensation of the Bidder. Bidder agrees that submittal of a Bid for the work is prima facie evidence he/she (they) have conducted such examinations.

- 3.7. No material, labor, or facilities will be furnished by the County unless specifically stated.
- 3.8. Blank spaces in the Bid must be properly filled in and the phraseology of the Bid must not be changed. Additions must not be made to items mentioned therein and any unauthorized conditions, limiting any provision, attached to a Bid shall render irregular and may cause the response to be found non-responsive and subject to rejection.
- 3.9. No responsibility shall attach to Hernando County, the Clerk of Circuit Court, or any official or employee thereof, for the pre-opening of, post opening of, or failure to open, a Bid not properly addressed and identified.

#### 4. TIMETABLE:

Date of Distribution:

**DECEMBER 18, 2019** 

Last Date of Inquiries:

JANUARY 20, 2020 at 5:00 P.M.

Bids Due:

FEBRUARY 5, 2020 at 3:00 P.M.

#### 5. MANDATORY PRE-BID CONFERENCE: N/A

- 6. <u>BID OPENING</u>: Bids that are not received in a timely manner by this specific office will not be accepted. Bids will be opened immediately after this date and time and will remain binding upon the Bidder for a period of ninety (90) days thereafter. Pursuant to Florida Statutes 119.071 (Current Edition) Sealed Bids, Proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the Bids, Proposals, or final replies whichever is earlier.
- 7. QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS: To ensure fair consideration for all Bidders, the County prohibits communication to or with any department, division or employee during the Bid process, except as provided below:
  - 7.1. All questions relative to interpretation of the specifications or the Bid process shall be addressed in writing as indicated below, in ample time prior to the period set for submittal and opening of the Bids.
  - 7.2. Any interpretation or clarification made to prospective Bidders will be expressed in the form of an addendum to the specifications which, if issued will be posted on the <u>www.bidnetdirect.com</u>. Oral answers will not be authoritative.
  - 7.3. It will be the responsibility of the Bidder to visit <u>www.bidnetdirect.com</u> to insure they are aware of all Addenda issued for this solicitation.
  - 7.4. Questions must be submitted via e-mail to <u>purchasing@hernandocounty.us</u> or faxed to (352) 754-4199. Questions will only be accepted through the period specified in the Bid documents.
  - 7.5. All Addenda must be acknowledged by signing and submitted with the Bid. Failure to acknowledge any Addenda may render the Vendor/Contractor's Bid as non-responsive and subject to rejection.
- 8. <u>COMMUNICATION</u>: There shall be no communication between the Vendor/Contractor, their employees or Sub-Contractors and County employees and elected officials (hereafter referred to as "County Representative"), except through the Purchasing and Contracts Department. Any attempt to communicate with any County Representative outside the Purchasing and Contracts Department will be considered a violation of the Purchasing Policy and may result in the rejection of your Bid.
- 9. WITHDRAWAL OF BIDS: Bids may be withdrawn by written request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the Bid after it has been opened. Faxed or electronically mailed withdrawals will not be recognized.

10. <u>BID PROTESTS</u>: Any Bidder who protests the Bid specifications or Award or Intent to Award, must file with the County a notice of protest and formal written protest in compliance with Chapter 28-110, Florida Administrative Code (Current Edition), and applicable provisions in Section 120.57, F.S. (Current Edition). Failure to timely file such documents will constitute a waiver of proceedings under Chapter 120, F.S. (Current Edition). Failure to file a protest within the time prescribed in section 120.57(3), F.S. (current edition), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, F.S. (current edition).

#### SECTION III - GENERAL CONDITIONS

#### 11. CONTRACT PERIOD:

- 11.1. The Contract resulting from this solicitation shall be a term Contract for the time period specified herein. During the specified time period, the County may order services/supplies as the requirements generate and the Vendor/Contractor will deliver the services/supplies ordered. It is understood that the County is not obligated to purchase any specific amount of services/supplies under this Agreement.
- 11.2. The period of the Contract shall extend for three (3) years effective from date of award.
- 11.3. Renewal Option (Unilateral): At the sole option of the County, through the Board of County Commissioners or Chief Procurement Officer or Designee, this Contact may be unilaterally renewed, for two (2) additional one (1) year periods at the same prices, terms and conditions. The County alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest. The County will notify the Vendor/Contractor, in writing, no later than thirty (30) days prior to expiration of its decision to exercise this Contract renewal option and/or options. Any request by the Vendor/Contractor for consideration of a price adjustment must be submitted in writing to the County at the time of County notice of its decision to exercise Contract renewal (this provision), and Contractor must provide written evidence based on increased costs to the Vendor/Contractor. Documentation of these increases must be furnished to the County upon request. Any price adjustment (increase or decrease) approved by the County shall impose upon the Vendor/Contractor the requirement to advise and extend to the County price reductions when costs similarly decrease.
- 11.4. Either party may cancel this Contract, in whole or in part, by giving ninety (90) days prior notice in writing. However, the Vendor/Contractor shall not be authorized to exercise this cancellation option during the first one-hundred eighty (180) days of the Contract. The number of days within which, or the dates by which, the work is to be substantially completed and ready for final payment are set forth in the Agreement.

#### 12. BID PRICE/SUBMITTAL REQUIREMENTS:

- 12.1. The prices Bid shall remain firm during the period of the Contract. The prices Bid shall be inclusive of all labor, equipment, and materials as specified within this solicitation. The price Bid constitutes the total compensation payable to the Vendor/Contractor for performing the work.
- 12.2. Unless otherwise stated, the prices Bid shall include all costs of packing, transporting, delivery, and services to the designated point within Hernando County.
- 12.3. The Bidder hereby certifies that this Bid is made without prior understanding, Agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud. Further, the Bidder hereby agrees to abide by all terms and conditions of this Bid and certifies that the person executing the Bid Form is authorized to sign this Bid for the Bidder.
- 12.4. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- 12.5. The Bidder warrants that the prices of the items set forth herein do not exceed those charged by the Bidder under a Contract with the State of Florida or any of its agencies.

12.6. Bidder must submit the solicitation document in its entirety, including the Solicitation-Offer-Award cover sheet, Bid Specifications, Bid Form and all required Forms/Certifications. Failure to submit these forms may render its Bid as non-responsive.

#### 13. QUALIFICATION OF BIDDERS:

13.1. This Bid shall be awarded to a responsive, responsible bidder, qualified by experience to provide the work specified. The Bidder will submit the following information with his/her Bid:

\*

- 13.1.1. List and brief description of substantially similar work (size and scope) for at least three (3) references of firms, and/or governmental agencies/entities satisfactorily completed with location, dates of Contract, names, addresses, telephone numbers and email addresses of owners by completing the reference sheets attached in Section VII. These references must be for work performed within the past three (3) years.
  - 43.1.2. List of personnel, by name and title, contemplated to perform the work.
    13.1.3. Failure to submit this information may be cause for rejection of your Bid.

#### 14. BID EVALUATION AND AWARD:

- 14.1. Bid evaluation will be based on price, conformance with specifications and the Bidder's ability and resources to perform the Contract in accordance with the terms and conditions required. Bidders must submit all data necessary to evaluate and determine the quality of the item(s) and/or services they are Bidding.
- 14.2. Award shall be made on an "All-or-None Total Offer" basis to the lowest, responsive and responsible Bidder. However, the County reserves the sole right to reject any and all Bids in accordance with the Hernando County Procurement Ordinance. Failure to provide a price for all areas upon the Bid Form may deem the Bidder's response/submission as non-responsive.
- 14.3. If two (2) or more fully responsive, responsible Bids are received for the same total amount or unit price, quality and service being equal, the County reserves the right to award the Contract to the Bidder whose place of business is located within the boundaries of Hernando County, Florida. Should tie Bids, as described above, be received from either two (2) or more Hernando County Bidders or from non-local Bidders when no Hernando County Bidder has submitted a tie Bid, then the Board of County Commissioners shall award the Contract to one (1) Vendor/Contractor by drawing lots in a public meeting.
- 14.4. The County shall be the sole judge as to the relative merits of the Bids received.
- 14.5. If a separate written Contract is not required by the County; a written letter of award, mailed or otherwise furnished to the successful Bidder, shall result in a binding Contract without further action by either party.
- 14.6. Discounts for payments within less than twenty (20) days will not be considered in evaluation of Bids, however, offered discounts will be taken for less than twenty (20) days if payment is made within the discount period.

#### 15. LOCAL PREFERENCE:

- 15.1. Purpose and Findings: These provisions apply to purchases using Formal Bid, Request for Proposals or Quotes. The County annually spends significant dollars on purchasing personal property, materials, and services, and in constructing improvements to real property or existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees and utility revenues paid by businesses located within Hernando County, and the County Commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the County Commission has determined that it is in the best interest of the County to give a preference to local businesses in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of Bids and Quotes received in relation to such expenditures.
- 15.2. Application:

- 15.2.1. In Bidding for, or letting Contracts for procurement of supplies, materials, equipment, and services, as described in the purchasing policies of the County, the Board of County Commissioners may give a preference to local businesses in making purchases or awarding Contracts in an amount not to exceed:
  - 15.2.1.1. Five (5) percent of the local business' total Bid price if the cost differential does not exceed \$10,000.00 for procurement activities in amounts over \$35,000.00 or
  - **15.2.1.2.** Three (3) percent if the cost differential does not exceed \$1,000.00 for procurement activities in amounts more than \$10,000.00, but less than \$35,000.
- 15.2.2. The total Bid price shall include not only the base Bid price, but also all alterations to the base Bid price resulting from alternates which were both part of the Bid and actually purchased or awarded by the Board of County Commissioners.
- 15.2.3. In the case of requests for proposals or qualification, letters of interest, or other solicitations and competitive negotiations and selections in which objective factors are used to evaluate the responses, local businesses shall be assigned five (5) percent (%) of the total points of the total evaluation points.

#### 15.3. Definitions:

- 15.3.1. Local Vendor means a person or business entity which has maintained a permanent place of business with full-time employees within Hernando County for a minimum of twelve (12) months prior to the date Bids or Quotes were received for the purchase or Contract at issue, and which generally provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation fully complies with the Local Vendor eligibility identified below.
- 15.3.2. Local Vendor Affidavit of Eligibility shall accompany the Quotation or Bid submittal in order to be considered valid and shall include, but not be limited to, the following current information:
  - 15.3.2.1. A physical business and location address;
  - 15.3.2.2. Proof of payment of real property tax due to Hernando County;
  - 15.3.2.3. A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
  - 15.3.2.4. Any additional information necessary to verify Local Vendor status.
- 15.4. Competitive Bids/Quotes: The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, firms, partnerships, companies or corporations submitting formal Bids or formal Quotes in any procurement for goods and services when making an award in the best interests of the County.

#### 15.5. Exemptions:

- 15.5.1. Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety, or welfare of the citizens of the County, or where in the judgment of the County the operational effectiveness or a significant County function would be seriously threatened if a purchase was not made expeditiously.
- 15.5.2. Purchases with any sole source supplier for supplies, materials, or other equipment.
- 15.5.3. Purchases made through cooperative purchasing arrangements utilized by the Purchasing and Contracts Department as identified in the Purchasing Policy.
- 15.5.4. Purchases that are funded in whole or in part by assistance from any federal, state, or local agency where the program guidelines do not permit local preference.
- 15.5.5. Purchases with an estimated cost of less than \$10,000.00 or less.
- 15.6. Appeal: If an application for a "Local Contractor/Vendor" designation is denied, the applicant may appeal such decision to the County Administrator for review and further consideration.

- 16. <u>HOURS</u>: Work may be performed between the hours of 8:00 A.M. 4:30 P.M., Monday through Friday, except County holidays. The County may, on certain occasions, approve work outside of these times. Such exception(s) must be approved in writing by the County at least one (1) day in advance. Services will not be permitted when operations would cause a traffic or safety hazard.
- 17. WARRANTIES: The Bidder agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the Bidder gives to any customer for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this award.

#### 18. DELIVERY AND ACCEPTANCE:

- 18.1. The County will order services by issuance of a Hernando County Numbered Purchase Order (PO). Each Purchase Order will specify the Scope of Work, Location and Date(s) for service required.
- 18.2. Receipt of services/supplies shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after thorough inspection indicates that the services/supplies delivered meet Bid specifications and conditions. Should the services/supplies differ in any respect from the specifications, payment will be withheld until such time as the Vendor/Contractor takes necessary correction action. If the proposed corrective action is not acceptable to the County, final acceptance of the services may be refused, in which case the services shall remain the property of the Vendor/Contractor and the County shall not be liable for payment for any portion thereof.
- 18.3. Unless otherwise specified, services shall be performed as described in these Contract documents.
- 18.4. Vendor/Contractor(s) shall not commence work prior to the County's receipt and acceptance of the Certification of Insurance, and any other required documents/certificates as specified by these Contract documents.
- 19. <u>REJECTION OF BID</u>: The County reserves the sole right to reject any and all Bid submissions. Bids which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply with every aspect of this solicitation, may be rejected at the option of the County.
- 20. MINOR INFORMALITIES AND IRREGULARITIES: Hernando County has the right to waive minor defects or variations of a Bid from the exact requirements of the specifications that do not affect price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Bidder with the Bid for Hernando County to properly evaluate the Bid, Hernando County has the sole right to require such additional information as it may deem necessary after the time set for receipt of Bids, provided that the information requested does not change the price, quality, quantity, delivery or performance time of the services being procured. The Board of County Commissioners reserves the sole right to reject any or all Bids in whole or in part; to award by any item, group(s) of items or in the aggregate whichever is most advantageous to the County.
- 21. NON-EXCLUSIVE CONTRACT: Award of a Contract resulting from this Bid imposes no obligation on the County to utilize the Vendor/Contractor for all work of this type, which may develop during the Contract period. This is not an exclusive Contract. The County specifically reserves the right to Contract with another company for similar work if it deems such action to be in the County's best interest.

#### 22. NON-PERFORMANCE:

- 22.1. Time is of the essence in this Contract and failure to deliver the services specified within the time period required shall be considered a default.
  - 22.1.1. In case of default, the County may procure the services from other sources and hold the Vendor/Contractor responsible for all costs occasioned thereby and may immediately cancel the Contract. The Chief Procurement Officer (CPO) reserves the sole right to impose and debar Vendor/Contractors, as a direct result of Vendor/Contractor default and termination for a period of twelve (12) months to twenty-four (24) months depending upon the severity of the default resulting in Contract termination. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the Contract.

This liability includes any increased costs incurred by the County in completing Contract performance.

- 23. ASSIGNMENT: The successful Bidder is required to perform this Contract and may not assign, transfer, convey, sublet or otherwise dispose of any award or any or all of its rights, title, or interest therein, or the resulting Contractual Agreement in whole or in part without prior written authorization given at the sole discretion of Hernando County.
- 24. <u>PUBLIC ENTITY CRIMES</u>: Any person submitting a Bid or Proposal in response to this Invitation to Bid certifies that they are aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes (Current Edition), on Public Entity Crimes. Bidders must complete and return with its Bid the Sworn Statement to Public Entity Crimes Form attached in these Bid documents.
- 25. <u>LICENSES AND PERMITS</u>: Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded Vendor/Contractor to obtain, at no additional cost to Hernando County, any and all licenses and permits required to complete this Contractual service. These licenses and permits shall be readily available for review by the Chief Procurement Officer or his/her designee.
- 26. <u>LAWS, REGULATIONS, PERMITS AND TAXES</u>: Vendor/Contractor shall comply with County's jobsite procedures and regulations and with all applicable local, state and federal laws, rules and regulations and shall obtain all permits required for any of the work performed hereunder. Vendor/Contractor shall procure and pay for all permits and inspections required for any of the work performed hereunder and shall furnish any bonds, security or deposits required to permit performance of the work. Vendor/Contractor shall, to the extent permissible under applicable law, comply with the jobsite provisions which validly and lawfully apply to work on the specific jobsite being performed under this Contract. The County of Hernando is exempt from Federal Excise Taxes and all Sales Taxes.
- 27. MODIFICATIONS/AMENDMENTS AND CHANGE ORDERS: Without invalidating the Contract, the County may, at any time or from time to time, through its Chief Procurement Officer (CPO) or designee, order additions, deletions or revisions in the Work, the same being authorized by Change Order or Contract Modification/Amendment. The cumulative total of Change Orders and/or Modifications/Amendments to this Contract under \$35,000.00 (cap) will be approved by the CPO or its designee. Once the \$35,000.00 cap is reached, all other additions, or revisions to this Contract that exceed the "cap" are subject to approval by the Hernando County Board of County Commissioners through Board Agenda Item. Only upon receipt of a Change Order, or Modification/Amendment executed by the Contractor and County (subject to approval by the CPO and/or Board of County Commissioner as applicable) shall the Contractor be authorized to proceed with the Work involved. All such work shall be executed under the applicable terms and conditions contained in the Contract Documents. In addition;
  - a) The County will execute an appropriate Modification/Amendment to the Contract if such Modification/Amendment to the Contract is approved by the CPO or Board of County Commissioners (as approvable) and,
  - b) It is the Contactor's responsibility to notify its Surety of any changes affecting the general scope of the Work/Services or change of the Contract Price, and amount of the applicable Bond(s) shall be adjusted accordingly.

#### 28. TAXES:

28.1. The Board of County Commissioners, Hernando County, Florida, has the following tax exemption certificates assigned:

Florida Sales & Use Tax Exemption Certificate No. 85-8012556945C-8, effective 1/31/2019 – expiring on 1/31/2024.

- 28.2. This exemption does not apply to purchases of tangible personal property made by Vendor/Contractor(s) who use the tangible personal property in the performance of Contracts for improvements of County owned real property (Chapters 192 and 212, F.S. (Current Edition) and applicable rules of the Department of Revenue).
- 29. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS: Manufacturers' names, trade names, brand names, information and/or catalog number listed in a specification are for informational purposes only and are not intended to limit competition. Said listing is for the purpose of item identification and to establish

standards for quality; style and features. Bids on equivalent items will be considered unless items are noted as no substitutes. The Bidder may offer any brand for which he/she/it is an authorized representative, which meets or exceeds the specifications for any item(s). If Bids are based on equivalent products, indicate on the Bid Form the manufacturers' name and catalog number. Bidder shall submit with his/her/its Bid, cuts, sketches, and descriptive literature and/or specifications. The Bidder should also explain in detail the reasons(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. Hernando County Board of County Commissioners reserves the sole right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements may be found non-responsive and subject to rejection. If Bidder fails to name a substitute, it will be assumed that he/she/it is bidding on, and will be required to furnish goods identical to the Bid standard as specified.

30. LITIGATION/WAIVER OF JURY TRIAL: This Agreement shall be governed by and construed according to Florida law. Venue for any dispute or formal litigation concerning this Agreement shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This Agreement shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting. Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.

#### 31. TERMINATION:

#### 31.1. Termination for Default:

- 31.1.1. The County may, by written notice to the Vendor/Contractor, terminate this Contract for default in whole or in part (delivery orders, if applicable) if the Vendor/Contractor fails to:
  - 31.1.1.1. Provide products or services that comply with the specifications herein or fails to meet the County's performance standards.
  - 31.1.1.2. Deliver the supplies or to perform the services within the time specified in this Contract or any extension.
  - 31.1.1.3. Make progress so as to endanger performance of this Contract.
  - 31.1.1.4. Perform any of the other provisions of this Contract.
- 31.1.2. Prior to termination for default, the County will provide adequate written notice to the (Vendor/Contractor) through the Chief Procurement Officer, Purchasing and Contracts, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action and possible debarment. Such termination may also result in suspension or debarment of the Vendor/Contractor for a period of twelve (12) to twenty-four (24) months depending upon the severity of the Vendor/Contractor action that caused the default in accordance with the County's Procurement Ordinance. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the Contract. This liability includes any increased costs incurred by the County in completing Contract performance.
- 31.1.3. In the event of termination by the County for any cause, the Vendor/Contractor will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Vendor/Contractor shall:
  - 31.1.3.1. Stop work on the date and to the extent specified.

- 31.1.3.2. Terminate and settle all orders and Sub-Contracts relating to the performance of the terminated work.
- 31.1.3.3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
- 31.1.3.4. Continue and complete all parts of that work that have not been terminated.
- 31.1.4. If the Vendor/Contractor's failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Vendor/Contractor, the Contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.
- 31.2. <u>Termination for Convenience</u>: The County, by written notice, may terminate this Contract, in whole or in part, when it is in the County's interest. If this Contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination may provide the Vendor/Contractor ninety (90) days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders, purchase orders or to the Contract in its entirety.
- 32. <u>FISCAL NON-FUNDING</u>: In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the Vendor/Contractor of such occurrence and Contract shall terminate on the last day of current fiscal period without penalty or expense to the County.

#### 33. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES:

- 33.1. At the option of the Vendor/Contractor, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.
- 33.2. Each governmental agency allowed by the Vendor/Contractor to use this Contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this Bid and subsequent Contract award.
- 34. <u>CERTIFICATION OF INDEPENDENT PRICE DETERMINATION</u>: By submission of this Bid, the Bidder certifies, and in the case of a Joint Bid, each party thereto certifies as to its own organization, that in connection with this procurement:
  - 34.1. The prices in this Bid have been arrived at independently, without consultation, collusion, communication, or Agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
  - 34.2. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.
- 35. <u>INTERIM EXTENSION OF PERFORMANCE</u>: If it is determined that interim performance is required to allow for the solicitation and award of a new Contract, the County may unilaterally extend the Contract for a maximum period of up to six (6) months. Current pricing, delivery and all other terms and conditions of the Contract shall apply during this interim period.
- 36. <u>COMPETENCY OF BIDDERS</u>: The County reserves the right to make such investigations as they may deem necessary to establish the competency and financial ability of any Bidder to perform the work; and if after investigation, the evidence of his competency or financial ability is not satisfactory, the County reserves the right to reject his/her/its Bid.
- 37. MAINTENANCE OF RECORDS: The Vendor/Contractor will keep adequate records and supporting documents applicable to this Contract. Said records and documentation will be retained by the Vendor/Contractor for a minimum of five (5) years from the date of final payment on this Contract. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as

the County deems necessary during the period of this Contract and a period of five (5) years after completion of Contract performance; provided however, such activity shall be conducted only during normal business hours. The County during the period of time defined by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Vendor/Contractor as concerns the aforesaid records and documentation. Pursuant to Section 119.0701 (Current Edition), Florida Statutes, Consultant/Firm shall comply with the Florida Public Records' laws and shall:

Keep and maintain records that ordinarily and necessarily would be required by the public agency 37.1. in order to perform the service;

Provide the public with access to public records on the same terms and conditions that the public 37.2. agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. (Current Edition), or as otherwise provided by law.

37.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure

requirement are not disclosed except as authorized by law; and,

Meet all requirements for retaining public records and transfer, at no cost, to the public agency all 37.4. public records in possession of the Consultant/Firm upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

37.5. Failure to comply with this section shall be deemed a breach of the Contract and enforceable as set

forth in Section 119.0701, Florida Statutes (Current Edition).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (CURRENT EDITION), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-754-4020, PURCHASING@HERNANDOCOUNTY.US, WITH AN OFFICE LOCATED AT 1653 BLAISE DRIVE, BROOKSVILLE, FL 34601.

Per Florida Statute 20.055(5) (Current Edition), it is the duty of every state officer, employee, agency, special district, board, commission, Contractor, and Sub-Contractor to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section.

#### 38. PAYMENT:

Payment for services received will be accomplished by submission of an invoice, in duplicate, with purchase order number referenced thereon at the completion of each specified job. Said invoice(s) shall be submitted to:

#### SOLID WASTE DIVISION 14450 LANDFILL ROAD BROOKSVILLE, FL 34614

- 38.2. Each invoice shall give a detailed breakdown of the services provided.
- 38.3. The Vendor/Contractor may invoice the County after each work order is complete. Invoice shall reference, and be based upon the Quantity Report received after project completion.
- 38.4. Payment will be made in no less than forty-five (45) days, per Florida Statute 218.74 (Current Edition). Terms not within Hernando County's payment period are not acceptable and may be cause for rejection.
- 38.5. Payment to Vendor/Contractor by Electronic Payment Solution: ACH (Direct Deposit): If the Vendor/Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Vendor/Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Vendor/Contractor via e-mail.

#### 39. CONFLICT OF INTEREST:

Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the 39.1. Local Governing Body, or Other Elected Officials: No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of Hernando County who exercises any function or responsibility with respect to this Contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Sub-Contract, or the proceeds thereof, for work to be performed. Further, the Vendor/Contractor shall cause to be incorporated in all Sub-Contracts, the language set forth in this paragraph prohibiting conflict of interest.

- 39.2. <u>Employee Conflict of Interest</u>: It shall be unethical for any Hernando County employee to participate directly or indirectly in a procurement Contract when Hernando County employee knows that:
  - Hernando County employee or any member of Hernando County employee's immediate family has a financial interest in the procurement Contract; or
  - 39.2.2. Any other person, business, or organization with whom Hernando County employee or any member of a Hernando County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement Contract; or
  - 39.2.3. A Hernando County employee or any member of a Hernando County employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.
- 39.3. Former Employee Conflict of Interest: It shall be a violation for any person, business or organization contracting with County to employ in any capacity, any former County employee or member of County employee's immediate family within one year of that employee's separation from employment with the County, unless the employer or the former County employee files with the County Clerk, the County's Employment Disclosure Statement. The penalty for this violation may include disqualification of the Bid submission.

#### 40. GRATUITIES AND KICKBACKS:

- 40.1. <u>Gratuities</u>: It shall be unethical for any person to offer, give, or agree to give any Hernando County employee or former Hernando County employee, or for any Hernando County employee or former Hernando County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, or to influence the content of any specification or procurement standard, or to act in an render advisory, investigative or auditing capacity. The County in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Sub-Contract, or to any solicitation or proposal therefore.
- 40.2. <u>Kickbacks</u>: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Contractor under a Contract to the prime Contractor or higher tier Sub-Contractor or any person associated therewith, as an inducement for the award of a Sub-Contract or order.

#### 41. E-VERIFY:

- 41.1. Vendor/Contractor is advised that the County has entered into an Agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your bid, Vendor/Contractor represents and warrants (a) that the Vendor/Contractor is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Vendor/Contractor employees are legally eligible to work in the United States, and (c) that the Vendor/Contractor has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).
- 41.2. A mere allegation of Vendor/Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a Contract to the Vendor/Contractor unless such an allegation has been determined to be factual by Immigration and Customs Enforcement (ICE)

pursuant to an investigation conducted by ICE prior to the date the Contract is scheduled to be awarded by the County.

- 41.3. Legitimate claims of the Vendor/Contractor's use of unauthorized workers must be reported to both of the following agencies:
  - 41.3.1. The County's Purchasing and Contracts Department at (352) 754-4020: and
  - 41.3.2. Immigration and Customs Enforcement (ICE) at 1-866-DHS-2-ICE
- 41.4. In the event it is discovered that the Vendor/Contractor's employees are not legally eligible to work in the United States, the County may, in its sole discretion, demand that the Vendor/Contractor cure this deficiency within a specified time frame, and/or immediately terminate the Contract without any cost or penalty to the County, and/or debar the Vendor/Contractor from Bidding on all County Contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.
- 41.5. Vendor/Contractor is encouraged (but not required) to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its Agreements with Sub-Contractors:
  - 41.5.1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
  - 41.5.2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social Security numbers of the current workforce.
  - 41.5.3. Establish a written hiring and employment eligibility verification policy.
  - 41.5.4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
  - 41.5.5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.
  - 41.5.6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
  - 41.5.7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
  - 41.5.8. Establish a program to assess Sub-Contractors' compliance with employment eligibility verification requirements. Encourage Vendor/Contractors to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in Sub-Contractor Agreements.
  - 41.5.9. Establish a protocol for responding to letters received from federal and state government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
  - 41.5.10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
  - 41.5.11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.

- 41.5.12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.
- 42. SCRUTINIZED COMPANIES PURSUANT TO FLORIDA STATUTE 287.135 AND 215.473 (Current Edition): Vendor/Contractor must certify that the company is not participating in a boycott of Israel. Vendor/Contractor must also certify that Vendor/Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan list, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector list, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the County will not contract for the provision of goods or services with any scrutinized company referred to above. Vendor/Contractor must submit the certification form included as an Attachment to this solicitation. Submitting a false certification shall be deemed a material breach of Contract. The County shall provide notice, in writing, to the Vendor/Contractor of the County's determination concerning the false certification. Vendor/Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active Contract term, the Vendor/Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor/Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes (Current Edition), as amended from time to time.

#### 43. INSURANCE REQUIREMENTS:

#### 43.1. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

43.1.1. INDEMNITY: To the fullest extent permitted by Florida law, the Vendor/Contractor covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Vendor/Contractor during the performance of the Contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Vendor/Contractor nor any of its Sub-Contractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.

#### 43.1.2. PROTECTION OF PERSONS AND PROPERTY:

- 43.1.2.1. The Vendor/Contractor will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this Contract.
- 43.1.2.2. The Vendor/Contractor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Vendor/Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.
- 43.2. MINIMUM INSURANCE REQUIREMENTS: Vendor/Contractor shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.

43.2.1.	WORKERS	COMPENSATION:	As required by	law:

STATE	.Statutory
APPLICABLE FEDERAL	.Statutory

EMPLOYER'S LIABILITY......Minimum:

\$100,000 each accident

\$100,000 by employee

\$500,000 policy limit

Exemption per Florida Statute 440: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440 (Current Edition), they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance. <a href="http://www.myfloridacfo.com/wc/exemption.html">http://www.myfloridacfo.com/wc/exemption.html</a>

43.2.2. GENERAL LIABILITY: Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.

#### **COVERAGE AS FOLLOWS:**

EACH OCCURRENCE	.\$1,000,000
GENERAL AGGREGATE	
PERSONAL/ADVERTISING INJURY	\$1,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE	\$2,000,000

Per Project Aggregate (if applicable)

ALSO, include in General Liability coverage for the following areas based on limits of policy, with minimum of:

FIRE DAMAGE (Any one (1) fire)	\$50,000
	\$5,000

- 43.2.3. <u>ADDITIONAL INSURED:</u> Vendor/Contractor agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The additional insured shall read "Hernando County Board of County Commissioners." <u>Proof of Endorsement is required.</u>
- 43.2.4. WAIVER OF SUBROGATION: Vendor/Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer or should a policy condition not permit Vendor/Contractor to enter into a pre-loss Agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Vendor/Contractor enter into such an Agreement on a pre-loss basis.
- 43.2.5. <u>AUTOMOBILE LIABILITY</u>: Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards.

#### COVERAGE AS FOLLOWS:

COMBINED SINGLE LIMIT (CSL)	\$1,000,000
BODILY INJURY (Per Person)	
BODILY INJURY (Per Accident)	
PROPERTY DAMAGE	

43.2.6. [X] Not-Required (initials)

PLEASE NOTE: If box is not checked and initialed by Chief Procurement

Officer, the specified insurance below is required.

PROFESSIONAL LIABILITY: including errors and omissions with minimum limits of \$3,000,000.00 per occurrence, if occurrence form is available; or claims made form with

"tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", consultant may submit annually to the County a current Certificate of Insurance proving insurance remains in force throughout the same three (3) year period.

Notwithstanding the requirements for Professional Liability Insurance listed above, Engineer and/or Architect must provide evidence of coverage, a minimum of \$1,000,000.00.

43.2.7. [X] Not-Required (initials)
PLEASE NOTE: If box is <u>not</u> checked and initialed by Chief Procurement
Officer, the specified insurance below is required.

<u>BUILDERS RISK INSURANCE</u>: Combined single limit must equal value of the construction, per project aggregate.

The policy shall cover portions of the work in transit, property scaffolding, false work and temporary buildings located at the site. The policy must cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, Ordinance or regulation.

The insurance required herein must be on an all risk form and must be written to cover all risks of physical loss or damage to the insured party and must insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, lightning, earthquake, flood, water damage and windstorm.

If there are any deductibles applicable to the insurance required herein, Vendor/Contractor must pay any part of any loss not covered because of the operation of such deductibles.

The insurance as required herein must be maintained in effect until the earliest of the following date:

- **43.2.7.1.** Date which all persons and organization that are insured under the policy agree in writing that it must be terminated:
- Date on which final payment of this Contract has been made by County to Vendor/Contractor; or
- 43.2.7.3. Date on which the insurable interests in the property of all insured other the County have ceased.
- 43.2.7.4. Wind coverage to be included with a minimum deductible to be determined based on the project. Deductible will be a percentage based upon the total insured value.
- 43.2.8. [X] Not-Required (initials)

  PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

CRIME PREVENTION – BOND: Vendor/Contractor shall procure a fiduciary bond in the amount of \$100,000 covering loss or theft by Vendor/Contractor, its agents, or employees, and shall procure insurance in the amount of \$10,000 covering loss or theft by non-employees such as by burglary or robbery for any funds or negotiable instruments under the custody or care of Vendor/Contractor that would inure to the benefit of the County.

43.2.9. [X] Not-Required (initials)
PLEASE NOTE: If box is not checked and initialed by Chief Procurement
Officer, the specified insurance below is required.

**EXCESS/UMBRELLA LIABILITY**: Vendor/Contractor shall provide proof of excess/umbrella liability coverage with minimum limits of \$1,000,000. Limits can be increased, based on Contract.

43.2.10. [X] Not-Required (initials)
PLEASE NOTE: If box is not checked and initialed by Chief Procurement
Officer, the specified insurance below is required.

**POLLUTION LIABILITY** 

Include exposures of pesticides/insecticides and herbicides.
Limits as follows:
No less than \$1,000,000 Per Occurrence
\$1,000,000 Aggregate
\$5,000 Medical Payment
Additional Insured & Waiver of Subrogation required.

- 43.2.11. SUB-CONTRACTORS (if applicable): All Sub-Contractors hired by said Contractor are required to provide Hernando County Board of County Commissioners Certificates of Insurance with the same limits required by the county as required by the Contract. All Sub-Contractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.
- 43.2.12. RIGHT TO REVISE OR REJECT: County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or its failure to adhere to legal requirements.
- 43.3. Each insurance policy shall include the following conditions by endorsement to the policy:
  - 43.3.1. Vendor/Contractor agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. The Certificate of Insurance shall provide a minimum thirty (30) day notice to the County of cancellation of the policy, when available by Vendor/Contractor's insurer. If the Vendor/Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Vendor/Contractor agrees to notify the County by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder shall read:

Hernando County Board of County Commissioners ATTN: Purchasing and Contracts Department 1653 Blaise Drive Brooksville, FL 34601

- 43.3.2. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles as all are the sole responsibility and risk of Vendor/Contractor.
- 43.3.3. The term "County" or "Hernando County" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.
- 43.3.4. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's self-insured retentions of whatever nature.

- 43.4. The Vendor/Contractor shall be required to provide a current certificate of insurance to the County prior to commencement of services.
- 43.5. Bidders may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a certificate of insurance coverage(s), prior to award of the Contract
- 43.6. Failure of the owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the owner to identify a deficiency from evidence provided shall not be construed as a waiver of the Vendor/Contractor's obligation to maintain such insurance.

#### 44. MINIMUM WAGE RATES:

- 44.1. The Vendor/Contractor shall be required to pay his/her/its employees no less than the Federal Minimum Wage Rate.
- 44.2. If the Contract should be renewed, the Contract shall be adjusted for benefit of the Vendor/Contractor in proportion with Federal Law Governing Wage Rates during the period of the Contract for labor-related costs only.
- 44.3. The County reserves the right to inspect the payroll records of the Vendor/Contractor, as may be deemed necessary, to determine that the Vendor/Contractor is complying with Federal Wage and Hour Law.

#### 45. SAFETY PRE-CAUTIONS:

- 45.1. The Vendor/Contractor shall be responsible for instructing his workmen in appropriate safety measures with respect to all services provided under this Contract, and shall not permit them to place equipment in traffic lanes or other locations in such a manner as to create a safety hazard.
- 45.2. All equipment shall be equipped with all necessary safety equipment to satisfy all applicable Florida Department of Transportation and Occupational Safety and Health Administration (OSHA) requirements.
- 46. RESPONSIVE/RESPONSIBLE: At the time of submitting a Bid response, the County requires that the Bidder be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.). Bid responses that fail to provide the required forms listed in these Bid Documents may be rejected as non-responsive. Bidders whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the Bid may be rejected as non-responsible. The County reserves the sole right to determine which responses meet the requirements of this solicitation, and which Bidders are responsive and responsible. The County reserves the sole right before awarding the Bid, to require a Bidder to submit such evidence of their qualifications as it may deem necessary and may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Bidder to perform the work in a satisfactory manner and within the time specified. The Bidder is assumed to be familiar with all federal, state or local laws, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the Bid/Contract. Ignorance of legal requirements on the part of the Bidder/Vendor/Contactor will in no way relieve his/her/its responsibility.
- 47. CONE OF SILENCE: This solicitation falls under the Hernando County Procurement Ordinance 93-16 (Current Edition). After a Bid is opened or a Short List is established for an Invitation to Bid (ITB), Request for Qualification (RFQ), or Request for Proposal (RFP), a Vendor/Contractor or representative as defined in the Ordinance, may not seek information or clarification or in any way contact any official or employee of the County concerning this solicitation with the exception of the Hernando County Chief Procurement Officer, County Attorney, or an individual specifically designated in this document for dissemination of information. A copy of any written communication concerning this solicitation shall be filled with the Purchasing and Contracts Department and shall be made available to the public upon request. A violation of the "Cone of Silence" renders any award voidable at the sole discretion of the Chief Procurement Officer with approval from the Board of County Commissioners and may subject the potential Vendor/Contractor or representative to debarment. Nothing in the Ordinance prevents a Vendor/Contractor or representative from taking part in a public meeting concerning the solicitation.

Vendor's Initials:

- 47.1. All Vendors/Contractors or representatives are hereby placed on formal notice. A lobbying "Cone of Silence" period shall commence upon issuance of the solicitation until the Board selects the successful Bidder. For procurements that do not require Board approval, the "Cone of Silence" period commences upon solicitation issuance and concludes upon Contract award.
- 47.2. Neither the members of the Board of County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the evaluation team are to be lobbied, either individually or collectively, concerning this project. Vendors/Contractors or representatives who intend to submit Bids, or have submitted Bids, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification from this project.

#### 48. CLAIMS:

- 48.1. <u>Chief Procurement Officer's Decision Required:</u> All claims, except those waived, shall be referred to the Chief Procurement Officer for decision.
- 48.2. Notice: Written notice stating the general nature of each claim shall be delivered by the claimant to the Chief Procurement Officer and the other party to the Contract promptly (but in no event later than thirty (30) days after the start of the event giving rise thereto. The responsibility to substantiate a claim shall rest with the party making the claim. Notice of the amount or extent of the claim, with supporting data, shall be delivered to the Chief Procurement Officer and the other party to the Contract within sixty (60) days after the start of such event (unless the Chief Procurement Officer allows additional time for claimant to submit additional or more accurate data in support of such claim). A claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 56. A claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 16. Each claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to the Chief Procurement Officer and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless the Chief Procurement Officer allows additional time).
- 48.3. Chief Procurement Officer's Action: Chief Procurement Officer will review each claim and, within thirty (30) days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
  - 48.3.1. Deny the claim in whole or in part,
  - 48.3.2. Approve the claim, or
  - 48.3.3. Notify the parties that the Chief Procurement Officer is unable to resolve the claim if, in the Chief Procurement Officer's sole discretion, it would be inappropriate for the Chief Procurement Officer to do so. For purposes of further resolution of the claim, such notice shall be deemed a denial.
- 48.4. In the event that Chief Procurement Officer does not take action on a claim within said thirty (30) days, the claim shall be deemed denied.
- 48.5. <u>Chief Procurement Officer's</u> written action or denial will be final and binding upon Owner and Vendor/Contractor, unless Owner or Vendor/Contractor invoke the dispute resolution procedure set forth in Paragraph 49 within thirty (30) days of such action or denial.

#### 49. DISPUTE RESOLUTION:

49.1. Owner and Vendor/Contractor may mutually request mediation of any claim submitted to the Owner for a decision before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the effective date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association. Timely submission of the request shall stay the effect.

- 49.2. Owner and Vendor/Contractor shall participate in the mediation process in good faith. The process shall be concluded within sixty (60) days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- 49.3. If the claim is not resolved by mediation, Chief Procurement Officer's action or denial pursuant to Paragraph 48 shall become final and binding thirty (30) days after termination of the mediation unless, within that time period, Owner or Vendor/Contractor:
  - 49.3.1. Agrees with the other party to submit the claim to another dispute resolution process, or
  - 49.3.2. Gives written notice to the other party of their intent to submit the claim to a court of competent jurisdiction.

#### **SECTION IV - SPECIAL CONDITIONS**

50. INSPECTION OF FACILITIES/AREAS: It is the Bidder's responsibility to become fully informed as to the nature and extent of the work required, local site conditions, and any other factors that may impact performance of the Contract. The responsibility to inspect the worksite is the sole responsibility of the Bidder. Arrangement for Bidder's inspection of facilities and/or activity schedule may be secured by calling 352-754-4020. After Contract award, no additional compensation will be made as a result of the differences between actual labor and materials required to complete the project and the Contract amount.

#### 51. LICENSES AND PERMITS:

- 51.1. Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded Vendor/Contractor to obtain, at no additional cost to the County, any and all licenses and permits required to complete this Contractual service. These licenses and permits shall be readily available for review by the Chief Procurement Officer or his/her/its designee.
- 51.2. Said licenses shall be in the Bidder's name as it appears on the Official Bid Form. Bidder shall supply appropriate license numbers, with expiration dates, as part of their Bid. Failure to hold and provide proof of a proper active license, certification and registration may be grounds for rejection of the Bid.
- 51.3. Upon notification, Bidder shall provide copies of all applicable active and current licenses.

#### 52. PERFORMANCE:

- 52.1. Failure of the awarded Vendor/Contractor to meet this performance as defined in technical specifications, may result in default, immediate cancellation of the purchase order or Contract, and all other applicable remedies available to the County under state law.
- 52.2. It is hereby understood and mutually agreed to by and between parties hereto that the time of performance is an essential condition of this Contract.
- 52.3. If said Vendor/Contractor shall neglect, fail or refuse to provide the services within the time herein specified, then said Vendor/Contractor does hereby agree as part of the consideration for the awarding of this Contract, to pay the County the sum extended by the County to Contract for like services approved by the Purchasing and Contracts Department for the period from the required scheduled commencement date until performance of services covered in the Invitation to Bid is completed.
- 52.4. The Vendor/Contractor shall, within <u>five (5)</u> calendar days from the beginning of such delay, notify the Solid Waste Division in writing of the cause(s) of the delay.
- 53. <u>CODES AND REGULATIONS</u>: The awarded Vendor/Contractor must strictly comply with all federal, state and local building and safety codes.
- 54. <u>DEBRIS</u>: Awarded Vendor/Contractor shall be responsible for the prompt removal of all debris which is a result of this Contractual Service.

#### 55. PROTECTION OF PROPERTY/SECURITY:

- 55.1. The Vendor/Contractor shall provide barricades if necessary and take all necessary precautions to protect buildings and personnel. All work shall be completed in every respect and accomplished in a professional manner and the Vendor/Contractor shall provide for removal of all debris from County property.
- 55.2. The Vendor/Contractor shall at all times, guard against damage or loss to property of Hernando County, or of other Vendor/Contractors, and shall be held responsible for replacing or repairing any such loss or damage. The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss of damage to property through negligence of the Vendor/Contractor or his agent.
- 56. PRICE ADJUSTMENT: Written request for price adjustments may be made every twelve (12) months, no less than thirty (30) days prior to the requested effective date. Any increased price adjustment(s) must be accompanied by written justification attesting that the request is a bonafide cost increase to the Vendor/Contractor. The base period for any requested adjustment shall be the beginning of the latest period during which an adjustment may have been made. For example, if annual adjustments may be requested under a three (3) year Contract and none is requested after the first two (2) years, the base period for an adjustment effective the third year shall be the beginning of the second year. All requests for price adjustment(s) shall be supported by Consumer Price Index and/or Producer Price Index documentation supporting the requested increase. The maximum allowable increase shall not exceed four percent (4%). All price adjustments must be accepted by the Chief Procurement Officer and shall be accomplished by written amendment to this Contract.
- 57. MARKET CONDITIONS: The County reserves the right to purchase on the open market should lower market prices prevail, at which time the Vendor/Contractor shall have the option of meeting the lower price or relieving the County of any obligation previously understood.

#### 58. CHANGES - SERVICE CONTRACTS:

- 58.1. The County may at any time by issuance of an executed change order make changes within the general scope of the Contract in any of the following areas:
  - 58.1.1. Description of services to be performed.
  - 58.1.2. Time of performance (i.e., hours of the day, days of the week, etc.).
  - 58.1.3. Place of performance of the services.
- 58.2. If additional work or other changes are required in the areas described above, a price proposal will be required from the Vendor/Contractor. Upon negotiation of the proposal, execution and receipt of the Change Order, the Vendor/Contractor shall commence performance of the work as specified.
- 58.3. The Vendor/Contractor shall not commence the performance of additional work or other changes not covered by this Contract without an executed Change Order issued by the Purchasing and Contracts Department. If the Vendor/Contractor performs additional work beyond the specific requirements of this Contract without an executed Change Order, it shall be at his/her own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.
- 59. <u>METHOD OF ORDERING</u>: The County will issue Purchase Orders against the Contract on an as-needed-basis for the supplies or services listed on the Bid Form.
- 60. CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER TERM CONTRACTS: It is hereby made a part of this Invitation for Bid that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Hernando County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Vendor/Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay Contractual prices for all products or services required during an emergency situation. Vendor/Contractor shall furnish a twenty-four (24) hour phone number and email address in the event of such an emergency.

Vendor's Initials:

- 61. ESTIMATED QUANTITIES: Hernando County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the Bid Form attached to these Bid documents. It is understood by all Bidder's that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this Contract. The Contract resulting from this solicitation shall be non-exclusive and the County may procure the goods or services covered by the Contract from other sources at its discretion.
- 62. <u>ADDITIONAL ITEMS</u>: The award of the Bid shall be based on the fixed price submitted for the items on the Bid Form attached to these Bid Documents. Additional items not on the current Bid Form may be added from time to time. However, the County will obtain quotes from at least three Vendor/Contractors who have already submitted Bids and these items will be added to the low responsive and responsible Bidder's Contract.
- 63. <u>SITE DAMAGE</u>: The Vendor/Contractor shall be held responsible for damage to any site feature including, but not limited to: irrigation equipment, trees, shrubs, signs, vehicles, etc. caused by the Vendor/Contractor. It shall be the Vendor/Contractor's responsibility to clean-up and/or rectify, to the County's satisfaction, any damage to County property caused by any individual(s) connected with the Vendor/Contractor. The Vendor/Contractor shall be notified of the specific nature of the damage and cost of repair. The County shall, at its option, invoice the Bidder for payment or reduce the next regular payment to the Vendor/Contractor, for the cost of repairs, materials, and labor.

#### SECTION V: SCOPE AND SPECIFICATIONS

- 64. <u>CONFLICTING TERMS WITH SECTION V</u>: In the event of a conflict between the terms of the Contract (including any and all attachments thereto, excluding Section V, and any amendments thereof) and any of the terms of Section V, the terms of the Contract (including any and all attachments thereto, excluding Section V, and any amendments thereof) shall control.
- 65. <u>SCOPE OF WORK</u>: The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish hauling and disposal of landfill leachate services for the Hernando County Solid Waste Facility, as described in the specifications in Hernando County, Florida.
- 66. LOCATION OF THE WORK: The work to be performed in this Contract will be performed at 14450 Landfill Rd, Brooksville, FL 34614, in Hemando County, Florida.
- 67. TECHNICAL SPECIFICATIONS: Hernando County operates the North West Waste Management Solid Waste Facility in accordance with (IAW) Florida Department of Environmental Protection (FDEP) Rule 62-701, FAC. Leachate is the wastewater that percolates through the facility subtitle D (Class I) landfill. Chemical analysis of the leachate is included in Attachment A. The County shall not be responsible for additional leachate testing beyond required FDEP Solid Waste operation permit requirements.
  - 67.1. The awarded Vendor/Contractor shall provide all labor, materials, improvements and supervision required to properly and safely dispose of all leachate and process residuals accumulated from the Hernando County Solid Waste Facility.
  - 67.2. The disposal site/process must be an FDEP permitted wastewater treatment plant (WWTP) or alternate disposal location/process approved and permitted through the FDEP. The Vendor/Contractor shall provide a chain of custody form that provides assurance to the County that the quantity of leachate if removed from facility has been received at the wastewater treatment facility (WWTF) or alternate disposal site. The chain of custody forms shall be provided to the County with each pay request.
  - 67.3. The Vendor/Contractor shall provide a copy of necessary permits including, but not limited to FDEP WWTF operation permits and permit modifications issued before accepting the County's leachate and local Industrial Waste Water Discharge Permits. The Vendor/Contractor will be responsible for complying with all applicable Federal, State, and Local regulations concerning safety, operation, and environmental protection. Vendors discharging treated leachate to pre-treatment facilities or WWTF's must show proof of acceptance from the receiving plant of such treated leachate and the FDEP WWTF operations permits and permit modifications issued before accepting the County's leachate.

- 67.4. The County produces an approximate average of 10,000 gallons of leachate per day; a single daily quantity may exceed 15,000 gallons. The County guarantees no minimum or maximum quantities for any measured period of time. Weather conditions and landfill operations determine leachate quantities.
- 67.5. The County may not require services during certain week(s) because only small quantities of leachate may be generated. However, the Contractor shall be available and on call during periods of low leachate generation.
- 67.6. The Vendor/Contractor shall be able to receive the minimum number of gallons stated in their bid within 24 hours of notification (receive and remove for disposal within 24 hours of request). When possible, the County will provide a week's advanced notice. Should a Contractor refuse to accept the minimum number of gallons listed in their bid on more than three (3) occasions, the County reserves the right to recommend termination of the contract.
- 67.7. Vendor/Contractor may obtain leachate samples by scheduled appointment with Hernando County Solid Waste at (352) 754-4112. Leachate samples may be collected at the sampling port located at the leachate tanks and shall be collected according to FDEP guidelines, and IAW protocols set forth by the Department of Environmental Protection Standard Operating Procedures for Field Activities publication, completion of field sampling logs and chain of custodies are also required. Laboratory analytical work shall be performed by a National Environmental Laboratory Accreditation Conference (NELAC) approved laboratory according to the Rules of FDEP and National Environmental Laboratory Accreditation Program (NELAP) accredited methodologies. Copies of the field sampling logs, chain of custody forms, and chemical analysis reports shall be provided to the County upon request.
- 67.8. The County must be notified within 24 hours if the treatment facility used for leachate disposal is deemed non-compliant, has been shut down due to FDEP enforcement action, receives any fines levied by the FDEP, or receives any warning or violation notices from the FDEP.
- 67.9. Selected Vendor/Contractor will apply proposed prices for the typical work week schedule of Monday-Friday, 8:00am to 4:30pm. If due to unforeseen circumstances the County requires services outside the stated schedule, the Vendor/Contractor will adhere to the same proposed prices for services performed. The normal leachate loading/transfer operation includes discharging through the County's leachate loading valve into the Contractor's tanker or through the connection provided by the Contractor. A temporary alternate loading operation may be used to load the Vendor/Contractor tanker during periods when the leachate loading valve may be inoperable. The Vendor/Contractor tanker shall accommodate filling through both a top hatch compatible with the County's leachate loading valve and through a side or bottom fitting for alternative loading conditions. The County reserves the right to suspend loading/transfer operations due to circumstances beyond its control.
- 67.10. Due to the presence of methane gas and potentially harmful leachate, the Vendor/Contractor shall have in place a health and safety plan that all operators shall be familiar with and adhere to its requirements. The plan shall include provisions for remediation and clean-up of leachate spills. The health and safety plan shall clearly identify that no smoking is permitted at the Hernando County Solid Waste Facility.
- 67.11. The leachate disposal unit price (per gallon) proposal should include all fees, including transportation and disposal fees. The County shall not be held liable for any additional costs, fees, or surcharges beyond the proposed unit price proposed through this bid.
- 67.12. Quantities shown in this bid are approximate only and are subject to increase or decrease. Should the quantities be increased, the Vendor/Contractor proposes to dispose of additional leachate at the unit proposed prices. Should the quantities decrease for any reason, payment to the Vendor/Contractor will be made on actual quantities processed at the unit price proposed, and will make no claim for anticipated profits, overhead, or fixed costs for any decrease in quantities. The County reserves the right to perform the services for hauling leachate at any time and/or in any amount during the length of the contract.
- 67.13. Payment shall be based on total tabulated gallons and not on tanker/trailer capacity

Vendor's Initials.

67.14. The volumes will be calculated using the following formula:

67.14.1. Net tons multiplied by 2,000 lbs. = Total lbs.

Total lbs. Divided by 8.34 (lbs. /gals) = \_\_\_\_\_ gals of leachate

Example: 25.39 net tons x 2,000 lbs. = 50,780 lbs. 50,780 lbs. Divided by 8.34 lbs. /gals = 6,088 gallons

END OF SECTION V - THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

#### SECTION VI: BID FORM

### ITB NO.20-T00048/CH - LEACHATE HAULING AND DISPOSAL SERVICES

The Vendor/Contractor shall provide all labor and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Form, inclusive of overhead, profit and any other costs.

The quantity identified is for the purpose of amount calculation, the actual quantity is unknown.

LEACHATE HAULING AND DISPOSAL SERVICES:

TEM NO.	DESCRIPTION	QTY	UNIT	UNIT ,	TOTAL
1	Removal of leachate from Hernando County Solid Waste Facility		53/2	PRICE	AMOUNT
20	regular business hours 8:00 A M = 4:30 P M	10,000	GAL	0.14	Line
2	Removal of leachate from Hernando County Salidate			0.11	4100
2	regular business hours)	10,000	GAL		
3	Minimum number of gallons of leachate per day Controlle		CALL	0.11	1100
-	guarantees to accept from Hernando County	28,000	GAL/ DAY		11002
4	Maximum number of gallons of leachate per day Contractor guarantees to accept from Hernando County	50,000	GAL/		
		ajuu	DAY		

TOTAL BASE BID (in words):	Eleven	Cents	TOTAL BASE BID	#211 per 1	gallan
			131011		

The undersigned Bidder has carefully read the Invitation to Bid and its provisions, terms and conditions covering the equipment, materials, supplies and services as called for, and fully understands the requirements and conditions. Bidder certifies that this bid for the same goods/services (unless otherwise specifically noted), and is in all respects fair and without collusion or fraud. Bidder agrees to be bound by all the terms and conditions of this Invitation to Bid and certifies that the person(s) signing this bid is (are) authorized to bind the Bidder. Bidder agrees that if Bidder is awarded this Invitation to Bid, Bidder will provide the materials and services as stipulated in the specifications of this Invitation to Bid. Bidder further agrees to furnish and to deliver materials and services as indicated, with all transportation charges prepaid, and for the prices quoted.

COMPANY NAME  321D Whillow DJ	AUTHORIZED SIGNATURE
MAILING ADDRESS Lakeland, FL 33811	
CITY, STATE, ZIP, CODE 363-646-1880	1-5 (5-7 Table 2) 3 A 54 S
TELEPHONE NUMBER FAX NUMBER FAX NUMBER	aguacleane acelkd. com
CONTACT PERSON	Sales Oferations MgR

Inquiries regarding this Invitation for bid may be directed to Carina Hall, Senior Buyer, at telephone number 352-754-4020 or email purchasing@hernandocounty.us.

IMPORTANT NOTE: When completing your Bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's Bid document(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your Bid being declared non-responsive as these changes will be considered a counteroffer to the County's Bid.

Vendor's Initials:

**Hernando County** 

### SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

#### ATTACHMENT 1

#### STATEMENT OF NO BID



If you do not intend to bid on this requirement, please return this form immediately to:

Purchasing and Contracts Department
1653 Blaise Drive
Brooksville, FL 34601

We, the undersigned, have declined to submit a proposal on:

Specifications too tight, geared toward one brand or manufacturer (explain below)

Insufficient time to respond.

Specifications unclear (explain below)

We do not offer this product/services.

Our present schedule does not permit us to perform.

Unable to meet specifications or provide services.

Remarks:

We understand that if this Statement of No Bid is not executed and returned, our name may be deleted from the list of qualified Bidders.

COMPANY NAME:

ADDRESS: \_\_\_\_\_

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

PHONE: \_\_\_\_

Vendor's Initials: M2

#### ATTACHMENT 2

### DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087 (Current Edition), hereby certify that, (print or type name of firm) Clean Environmental Co INC

Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.

> Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

> Gives each employee engaged in providing commodities or contractual services that are under

proposal a copy of the statement specified above.

Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893 (Current Edition), or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

> Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who

is so convicted.

> Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

> Authorized Signature Date Signed

County of: Sworn to and subscribed before me this Personally known

or Produced Identification

(Specify Type of Identification)

Signature of Nota

My Commission Expires:

AUDREY J. SCRUGGS Notary Public - State of Florida Commission # GG 105124 My Comm. Expires Jul 29, 2021 Bonded through National Notary Assn

This document must be completed and returned with your Submittal.

#### **ATTACHMENT 3**

## AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF HERNANDO COUNTY EMPLOYEES

freely, and without any secret Agreement to commit a fraudulent, deceitful, unlawful or wrongful act of collusion.
by Mike Cellars * being first duly sworn denouse and asset
interested in said proposal are named therein; that no officer, employee or agent of the Hernando County Board of County Commissioners (BOCC) or of any other Vendor/Contractor is interested in said bid/oroposal; and that officer and the county Board of County Commissioners (BOCC) or of any other Vendor/Contractor is interested in
said bid/proposal; and that affiant makes the above Bid/Proposal with no past or present collusion with any other person, firm or corporation.
M 9
Affiant
STATE OF Florida COUNTY OF POLK
COUNT OF 401F
The foregoing instrument was acknowledged before me this
as identification and who did take an oath.
MANAGE ALIBORIA COM
Notary Public:  Notary Public:  My Commission Expires:  AUDREY J. SCRUGGS Notary Public - State of Florida Commission # GG 105124 My Comm. Expires Jul 29, 2021 Bonded through National Notary Assn.
TNOTICE CLASS CONTRACTOR OF THE CONTRACTOR OF TH

\*NOTICE: State name of Vendor/Contractor followed by name of authorized individual (and title) that is signing as Affiant. If Vendor/Contractor is an individual, state name of Vendor/Contractor only.

This document must be completed and returned with your Submittal.

#### **ATTACHMENT 4**

## SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), (CURRENT EDITION) FLORIDA STATUTES, IN 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.

1.	This sworn statement is submitted to
	County of Hernando
	by Mike Zellars, vice President
	for Aqua Clean Environmental Co ENC [print name of entity submitting sworn statement]
	whose business address is 3210 Whiten Pd Lakeland FL33811
	(if applicable) its Federal Employer Identification Number (FEIN) is 54-1803483 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement):
2.	I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Floridal Statutes (Current Edition), means a violation of any public entity or with an agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposa or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3.	Statutes (Current Edition), means 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 guilty or nolo contenders.
4.	I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes (Current Edition), means:
	a. A predecessor or successor of a person convicted of a public entity crime; or 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under
5.	an arm's length Agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.  I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes (Current Edition).
100	Edition (Current

Vendor's Initials: [A 2

Edition), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Proposals or applies to Proposal on Contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term

"person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity. 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement: [indicate which statement applies] Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list [attach a copy of the final orderl. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT. [signature] [date] STATE OF FLORIDA PERSONALLY APPEARED BEFORE ME, the undersigned authority who, after first being [Name of Individual Signing] sworn by me, affixed his signature in the space provided above on this AUDREY J. SCRUGGS Notary Public - State of Florida My commission expires: Commission # GG 105124 My Comm. Expires Jul 29, 2021

This document must be completed and returned with your Submittal.

Vendor's Initials: M2

Bonded through National Notary Assr

#### **ATTACHMENT 5**

### AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor/Contractor represents that the following persons are authorized to sign and/or negotiate Contracts and related documents to which the Vendor/Contractor will be duly bound:

Name Mike Zellars	_ Title Vice President	_ Phone No. 363-644-366
m 7		
(Signature)		
(Title)	ental Co. INC.	
(Name of Business)	ETACU CO. BIOC.	
The Vendor/Contractor shall con	nplete and submit the following inf	ormation with its Bid or Proposal:
Type of Organization	The second second	and Did of Proposal.
——— Sole Proprietorship	Partnership	
Joint Venture	Corporation	
State of Incorporation:	rginia	
Federal I.D. is 54-/	\$03483	

This document must be completed and returned with your Submittal.

### **ATTACHMENT 6**

### VENDOR REGISTRATION HERNANDO COUNTY, FL

To be completed by vendor:		
Vendor type:		
( Corporation		
( ) Partnership		
( ) Sole Proprietorship		
( ) Other		(Explain)
Federal Employer Identification		
Number or Social Security Number	51L12N=	2402
	attach your completed	
PAYMENT WILL NOT BE MADE	UNTIL A COMPLETED	W9 HAS BEEN RECEIVED
Firm Name: Aqua Cle	an Environmen	ntal CO INC
	Shitten Rd.	
city Lake a	nd State Fl	L zin. 33811
Telephone No. 863-644	1-0665 Fax No	0. 863-646-1880
Web Address: Qua Clean	florida FMail	quacleane aceikd. co
7	Com	graciente acetra co
Commodity or Service Supply:	enchate ho	outin Idis Dasa D
7. 17. 18. Della 19. 19.	10	Chapter
and the second second second		_
If remittance address is different	from the mailing address	s so indicate below.
Firm Name:		
Mailing Address:		
City	State	7in
	State	Zip
All and the second		
An ACH electronic payment meth	od is offered as an altern	native to a payment by
physical check.		
( Please check this box if your (Recommended and Prefer	ou accept the ACH electr	ronic payment method.
//ccommended and Field	erred)	
Signature: ///		
0	M . 11	1 0
Name & Title Printed:V	Mike Zell	lars lice tresident
	- V 2 / 2	11/10/10/11/11

This document must be completed and returned with your Submittal.

(Rev. October 2018)
Department of the Treasury

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

mema	1 Name /as shown an year income.	instructions and the lat	test information.	sella to the IAS.			
	Name (as shown on your income tax return). Name is required on this line     Aqua Clean Environmental Co Inc.	e; do not leave this line blank	k.				
	2 Business name/disregarded entity name, if different from above						
See	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  4 Exemption certain entities						
	☐ Individual/sole proprietor or ☐ C Corporation ☑ S Corporation single-member LLC	☐ Trust/estate	instructions on page 3):  Exempt payee code (if any)				
	Limited liability company. Enter the tax classification (C=C corporation	S=S corporation P=Partnership)					
	Note: Check the appropriate box in the line above for the tax classifica LLC if the LLC is classified as a single-member LLC that is disregarded another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax is disregarded from the owner should check the appropriate box for the	owner. Do not check owner of the LLC is	Exemption from FATCA reporting code (if any)				
	U Other (see instructions) ▶	(Applies to accounts maintained outside the U.S.,					
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name a	nd address (optional)				
	3210 Whitten Rd		100000				
	6 City, state, and ZIP code						
	Lakeland, FL 33811						
	7 List account number(s) here (optional)						
Par	Taxpayer Identification Number (TIN)						
Enter	your TIN in the appropriate box. The TIN provided must match the a	ame given on line 1 to av	void Social sec	urity number			
Dacku	with lolding. For individuals, this is generally your social security of	umber (CCM) However	for a				
20100	nt alien, sole proprietor, or disregarded entity, see the instructions for s, it is your employer identification number (EIN). If you do not have	or Dort   Inter For ather					
IN, la	iter.	a number, see How to ge					
lote:	If the account is in more than one name, see the instructions for line	1 Also son What Name	or Employer	dentification number			
Vumb	er To Give the Requester for guidelines on whose number to enter.	1. Also see What Name	and	denuncation number			
	A CONTRACT DESIGNATION OF CONTRACTOR		541 -	1803483			
Part	II Certification		7	10001703			
	penalties of perjury, I certify that:						
		A STATE OF THE STA					
Sen	number shown on this form is my correct taxpayer identification nur not subject to backup withholding because: (a) I am exempt from b vice (IRS) that I am subject to backup withholding as a result of a fail onger subject to backup withholding; and	acking withholding or the	A I beautiful mark beautiful	ASSET TO SECURITION OF THE SEC			
	a U.S. citizen or other U.S. person (defined below); and						
The	EATCA code(a) entered as this force of						
antie.	FATCA code(s) entered on this form (if any) indicating that I am exer	npt from FATCA reporting	ng is correct.				
cquisi ther th	cation instructions. You must cross out item 2 above if you have been ve failed to report all interest and dividends on your tax return. For real of tion or abandonment of secured property, cancellation of debt, contribu- han interest and dividends, you are not required to sign the certification,	state transactions, item 2	does not apply. For	mortgage interest paid,			
ign Iere	Signature of U.S. person ► A 7		Date > 02-	04-2020			
	eral Instructions	<ul> <li>Form 1099-DIV (dir funds)</li> </ul>	the second of the second	hose from stocks or mutual			
Section references are to the Internal Revenue Code unless otherwise toted.  Future developments. For the latest information about developments elated to Form W-9 and its instructions, such as legislation enacted fiter they were published, go to www.irs.gov/FormW9.		Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)					
		<ul> <li>Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> </ul>					
		<ul> <li>Form 1099-S (proceeds from real estate transactions)</li> </ul>					
	ose of Form	<ul> <li>Form 1099-K (merchant card and third party network transactions)</li> </ul>					
n individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer		<ul> <li>Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> </ul>					
SN).	cation number (TIN) which may be your social security number individual taxpayer identification number (ITIN), adoption	Form 1099-C (canceled debt)					
expayer identification number (ATIN), or employer identification number		<ul> <li>Form 1099-A (acquisition or abandonment of secured property)</li> </ul>					
mount	o report on an information return the amount paid to you, or other t reportable on an information return. Examples of information include, but are not limited to, the following.	Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.					
	1099-INT (interest earned or paid)	If you do not return Form W-9 to the requester with a TIN, you might					

later.

#### ATTACHMENT 7

### LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

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
	HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS
	by Mike Zellars
	[Print individual's name and title]  for Aqua Clean Environmental Co IN C [Print name of Company/Individual submitting swom statement]
	Whose business address is 3010 Whiten By Lakeland, FL 3381
	(If applicable) its Federal Employer Identification Number (FEIN) is \$4-1803483
	(If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn statement)
2.	LOCAL PREFERENCE ELIGIBILITY
	Vendor/Individual has been in business in Hernando County for a minimum of twelve (12) months prior to date of bid or quote?YESNO
	B. Proof of Real Property Tax Submitted with Affidavit: YESNO
	C. Copy of Florida Division of Corporations Annual Report Submitted with Affidavit: YES NO
COUNT	ERSTAND THAT THE SUBMISSION OF THIS FORM TO THE HERNANDO COUNTY PURCHASING AND RACTS FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY AND, THAT THIS FORM SHALL BE SUBMITTED WITH EACH BID OR QUOTE SUBMITTED TO HERNANDO TY.
	M7-
	[Signature] N3/04/01/0
	[Date]
COUNT	TY OF TO TE
PERSO first bein 20 10	ng Sworn by me, affixed his signature in the space provided above on this # Day of rebrucry.
	NOTARY PUBLIC SCHOOL
	My commission expires:  AUDREY J. SCRUGGS Notary Public - State of Florida
Persona Type of	Identification Produced Identification Commission # GG 105124  My Comm. Expires Jul 29, 2021
	Bonded through National Notary Assn.

This document must be completed and returned with your Submittal.

Vendor's Initials: 102

# 2019 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F96000003235

Entity Name: AQUA CLEAN ENVIRONMENTAL COMPANY, INC.

Current Principal Place of Business:

3210 WHITTEN ROAD LAKELAND, FL 33811 FILED Feb 15, 2019 Secretary of State 3068510958CC

#### **Current Mailing Address:**

PO BOX 25189 RICHMOND, VA 23260

FEI Number: 54-1803483

Certificate of Status Desired: No

# Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY 1201 HAYS STREET TALLAHASSEE, FL 32301 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

#### Officer/Director Detail:

Title

DIRECTOR, PRESIDENT, SECRETARY

Title

DIRECTOR, VP, ASST. SECRETARY

Name

SCHLEINKOFER, MICHAEL D

Name

ZELLARS, MICHAEL S

Address

710 HOSPITAL STREET

Address

3210 WHITTEN ROAD

City-State-Zip:

RICHMOND VA 23219

City-State-Zip: L

-Zip: LAKELAND FL 33811

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath, that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes, and that my name appears above, or on an attachment with all other like empowered.



Department of State / Division of Corporations / Search Records / Detail By Document Number /

#### **Detail by Entity Name**

Foreign Profit Corporation
AQUA CLEAN ENVIRONMENTAL COMPANY, INC.

Filing Information

**Document Number** 

F96000003235

**FEI/EIN Number** 

54-1803483

Date Filed

06/24/1996

State

VA

Status

**ACTIVE** 

#### Principal Address

3210 Whitten Road Lakeland, FL 33811

Changed: 03/18/2015

#### Mailing Address

PO BOX 25189

RICHMOND, VA 23260

#### Registered Agent Name & Address

CORPORATION SERVICE COMPANY 1201 HAYS STREET TALLAHASSEE, FL 32301

Name Changed: 08/21/2012

Address Changed: 08/21/2012

#### Officer/Director Detail

Name & Address

Title Director, President, Secretary

Schleinkofer, Michael D 710 HOSPITAL STREET RICHMOND, VA 23219

Title Director, VP, Asst. Secretary

Zellars, Michael S 3210 WHITTEN ROAD LAKELAND, FL 33811

# SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

#### **ATTACHMENT 8**

#### **E-VERIFY CERTIFICATION**

Bid/Contract No: 20-T000 48/CH
Financial Project No(s):
Project Description: Leachate Hawling a Dispose   Services
Vendor/Contractor acknowledges and agrees to the following:
Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system, to confirm the employment eligibility of:
<ol> <li>All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and</li> <li>All persons, including Sub-Contractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Department.</li> </ol>
Company/Firm: Agua Clean Environmental & DOC
Authorized Signature:
Print Name: Mike Zelas
Title: Vice President
Date: 02/04/2022

#### SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

#### **ATTACHMENT 9**

#### REFERENCES

Vendor/Contractor shall attest, by signing this Bid/Proposal, that their firm has at least three (3) years commercial experience performing services similar to the scope of services specified within these Contract documents.

Vendor/Contractor shall submit at least three (3) references of firms, organizations and/or governmental agencies/entities for which services of similar size and scope as this Bid have been performed within the last three (3) years. Failure to complete and return this section may render the Bid/Proposal non-responsive.

FIRM NAME AND ADDRESS	Hills, borough County
	GOLE Kennedy Blid
	TAMPA FL 33601
CONTACT PERSON	walter Gray
EMAIL ADDRESS	
TELEPHONE NUMBER	813-209-3059
FAX NUMBER	Control of the second s
CONTRACT NUMBER	7877 1
CONTRACT DATE(S)	May 1, 2017 - May 30, 2020 + Renowals
FIRM NAME AND ADDRESS	Lake County
	315 w. main St Ste 441
CONTACT PERSON	Javares FL 32778-7800
EMAIL ADDRESS	Ralph (ED) Tipton
TELEPHONE NUMBER	stiplone lake countyfl. gov
FAX NUMBER	252-595-4919 1 5
CONTRACT NUMBER	17 0/-02 /
CONTRACT DATE(S)	17-0633 A
2111210121112107	09-01-2017-09-30-2020 + Renewals
FIRM NAME AND ADDRESS	Tolk County
E STATE OF S	330 W. Church St. Rm 150
	330 W. Church 5t. 1cm 150 Partow, FL 33831-9005
CONTACT PERSON	Sharon Hymiller or Katia Saintfort
EMAIL ADDRESS	States Bymiles of Nation Sail HABIT
TELEPHONE NUMBER	863.534-6757
FAX NUMBER	200001
CONTRACT NUMBER	18-006
CONTRACT DATE(S)	may 17.2018 - may 17-2021 + Penseula 5
Java Clean Environme	ental Co tax m
Company Name	Authorized Signature

# SECTION VII REQUIRED FORMS AND CERTIFICATIONS

#### **ATTACHMENT 10**

# HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

(date) 2000

Hernando County Purchasing and Contracts 1653 Blaise Drive Brooksville, FL 34601

The undersigned certifies that to the best of his/her knowledge:

Is any Officer, Partner, Director, Proprietor, Associate or Member of the Business Entity a former employee of Hernando County within the last two (2) years? No Yes Service Service Yes Service Servi

If the answer to either of the above questions is "Yes", complete the "Relatives and Former Hernando County Employees - Roles and Signatures" table (Part A and/or Part B, as applicable).

Bidder:

agua Clane acel Kd. Com
(Email address) (Address)

(Signature required)(Phone)

(Print name)

(Print title) (Federal Taxpayer ID Number)

2210 Whitten Ed Lakeland, FL 33811

863-644-0665

863-646-1880

54-1803483

# SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 10 (continued)

	ure	Job Performed for Hernando County	Current Role with Business Entity	Date Left Hernando County
Name:				
Sign:		11/2		
	nis Procurement on ndo County? No Yes			
	roposal development ment?☐ No ☐ Yes			
Name:				
Sign:				
<ul> <li>Involved with th</li> </ul>	is Procurement on ido County? No Yes			
	roposal development ment?☐ No ☐ Yes			
lame:				
Sign:				
<ul> <li>Involved with the</li> </ul>	ls Procurement on do County?☐ No ☐ Yes			
Involved with Pro	oposal development ment? No Yes			
for this Procurer				
art B: Identify Officers,	Partners, Directors, Proprieto the Household of Hernando yee had or will have any invo	Olinty amployage au	manche and while - f - 11	ntity that are ando County, if

pies of this form as needed to list additional employees.)

This document must be completed and returned with your Submittal.

Vendor's Initials:

# SECTION VII REQUIRED FORMS AND CERTIFICATIONS

#### **ATTACHMENT 11**

#### VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES

Respondent Vonder Name Agrico Alaca E C. 10 A
Respondent Vendor Name: Agua Clean Environmental Co 500C
Vendor/Contractor FEIN: _54-1803483
Vendor/Contractor's Authorized Representative Name and Title: Milke Zellas Vice Pesident
Address: 3210 Whiten Rd
city: Lakeland state: FL zip: 33811
Phone Number: 863-644-0665
Email Address: aguac lean Cacclkd. com
F.S. (Current Edition), or the Scrutinized Companies that Boycott Israel list, created pursuant to s. 215.473 Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.  As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector list, or the Scrutinized Companies that Boycott srael list. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135 (Current Edition), Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs and does not have business operations in Cuba or Syria.
Certified by:
who is authorized to sign on behalf of the above-reference company.
Print Name and Title: Mike Zella By Vice President
Date: 02/04/2020

# SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

#### **ATTACHMENT 12**

### ADDENDUM ACKNOWLEDGEMENT

The undersigned acknowledges receipt of the following addenda to the Bid/Request for Proposals (indicate number and date of each):
Addendum No   Dated 12/31/3019_
Addendum No. 2 Dated DI/ID/2020
Addendum No Dated
Addendum No Dated
FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE PRICING AND/OR SCOPE IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF ANY BID.  AUTHORIZED A MAJOR IRREGULARITY AND MAY BE CAUSE OF THE PRICING AND MAY BE CAUSE OF THE
VENDOR SURVEY
Please provide information on where you received the knowledge of the Bid/Request for Proposals (mark all that apply):
BIDNET DIRECT
NEWSPAPER
☐ PURCHASING AND CONTRACTS ADVERTISEMENT BOARD
REFERRED BY:
OTHER (PLEASE SPECIFY):



April 09, 2019

Pace Analytical Services, LLC

8 East Tower Circle Ormond Beach, FL 32174 (386)672-5668

Jeff Howley Hernando County Solid Waste 14450 Landfill Rd. Brooksville, FL 34614

RE: Project: Landfill Leachate

Pace Project No.: 35456032

Dear Jeff Howley:

Enclosed are the analytical results for sample(s) received by the laboratory on March 22, 2019. The results relate only to the samples included in this report. Results reported herein conform to the most current, applicable TNI/NELAC standards and the laboratory's Quality Assurance Manual, where applicable, unless otherwise noted in the body of the report.

If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Jeff Baylor

jeff.baylor@pacelabs.com

(386)672-5668 Project Manager

Enclosures



REPORT OF LABORATORY ANALYSIS



Project:

Pace Project No.:

CERTIFICATIONS

Pace Analytical Services, LLC

8 East Tower Circle Ormond Beach, FL 32174

(386)672-5668

Ormond Beach Certification IDs

8 East Tower Circle, Ormond Beach, FL 32174

35456032

Landfill Leachate

Alaska DEC- CS/UST/LUST Alabama Certification #: 41320 Arizona Certification# AZ0819

Colorado Certification: FL NELAC Reciprocity

Connecticut Certification #: PH-0216 Florida Certification #: E83079 Georgia Certification #: 955

Guam Certification: FL NELAC Reciprocity Hawaii Certification: FL NELAC Reciprocity

Illinois Certification #: 200068

Indiana Certification: FL NELAC Reciprocity

Kansas Certification #: E-10383 Kentucky Certification #: 90050

Louisiana Certification #: FL NELAC Reciprocity Louisiana Environmental Certificate #: 05007

Maryland Certification: #346 Michigan Certification #: 9911

Mississippi Certification: FL NELAC Reciprocity

Missouri Certification #: 236

Montana Certification #: Cert 0074
Nebraska Certification: NE-OS-28-14
New Hampshire Certification #: 2958
New Jersey Certification #: FL022
New York Certification #: 11608
North Carolina Environmental Certificate #: 667
North Carolina Certification #: 12710
North Dakota Certification #: R-216
Oklahoma Certification #: D9947
Pennsylvania Certification #: 68-00547
Puerto Rico Certification #: FL01264
South Carolina Certification: #96042001
Tennessee Certification #: TN02974
Texas Certification: FL NELAC Reciprocity

US Virgin Islands Certification: FL NELAC Reciprocity

Virginia Environmental Certification #: 460165

West Virginia Certification #: 9962C Wisconsin Certification #: 399079670

Wyoming (EPA Region 8): FL NELAC Reciprocity

#### REPORT OF LABORATORY ANALYSIS

Pace Analytical Services, LLC

8 East Tower Circle Omnond Beach, FL 32174

(386)672-5668

# ace Analytical

#### SAMPLE SUMMARY

Project:

Landfill Leachate

Pace Project No.: 35456032

Lab ID	Sample ID	Matrix	Date Collected	Date Received	
35456032001	Leachate	Water	03/21/19 09:56	03/22/19 10:05	
35456032002	EQ Blank	Water	03/21/19 09:30	03/22/19 10:05	
35456032003	Filtered Leachate	Water	03/21/19 09:56	03/22/19 10:05	
35456032004	Filtered EQ Blank	Water	03/21/19 09:30	03/22/19 10:05	

#### REPORT OF LABORATORY ANALYSIS

Pace Analytical Services, LLC

8 East Tower Circle Ormond Beach, FL 32174 (386)672-5668



#### SAMPLE ANALYTE COUNT

Project:

Landfill Leachate

Pace Project No.: 35456032

Lab ID	Sample ID	Method	Analysts	Analytes Reported	Laboratory
35456032001	Leachate	EPA 200.7	JWP	1	PASI-O
		EPA 160.4	KLT	1	PASI-O
		SM 2540C	ALD	1	PASI-O
		SM 2540D	SA1	1	PASI-O
		SM 4500-H+B	JDW	1	PASI-O
		SM 5210B	AGS	1	PASI-O
		SM 5210B	AGS	1	PASI-O
		EPA 350.1	MAJ	1	PASI-O
		EPA 351.2	JMD	1	PASI-O
		EPA 365.1	AMP	1	PASI-O
		EPA 365.4	JMD	1	PASI-O
		EPA 410.4	FGF	1	PASI-O
35456032002 EQ Blank	EQ Blank	EPA 200.7	JWP	1	PASI-O
		EPA 160.4	KLT		PASI-O
		SM 2540C	ALD	1	PASI-O
		SM 2540D	SA1	1	PASI-O
		SM 4500-H+B	JDW	1	PASI-O
		SM 5210B	AGS	1	PASI-O
		SM 5210B	AGS	1	PASI-O
		EPA 350.1	MAJ	1	PASI-O
		EPA 351.2	JMD	1	PASI-O
		EPA 365.1	AMP	1	PASI-O
		EPA 365.4	JMD	1	PASI-O
		EPA 410.4	FGF	1	PASI-O
35456032003	Filtered Leachate	EPA 410.4	FGF	1	PASI-O
35456032004	Filtered EQ Blank	EPA 410.4	FGF	1	PASI-O

#### REPORT OF LABORATORY ANALYSIS



Pace Analytical Services, LLC

8 East Tower Circle Ormond Beach, FL 32174 (386)672-5668

#### **ANALYTICAL RESULTS**

Project:

Landfill Leachate

Pace Project No.: 35456032

Sample: Leachate	Lab ID:	35456032001	Collected	1: 03/21/19	09:56	Received: 03/	22/19 10:05 Ma	trix: Water	
Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
200.7 MET ICP	Analytical	Method: EPA 2	200.7 Prepa	ration Meth	od: EP	A 200.7			
Iron	4150	ug/L	200	46.0	5	04/04/19 09:57	04/04/19 15:33	7439-89-6	
160.4 Total VSS	Analytical	Method: EPA 1	60.4						
Volatile Suspended Solids	20.7	mg/L	6.7	6.7	1		03/28/19 08:49		N2
2540C Total Dissolved Solids	Analytica	Method: SM 2	540C						
Total Dissolved Solids	5150	mg/L	50.0	50.0	1		03/28/19 14:30		
2540D Total Suspended Solids	Analytica	Method: SM 2	540D						
Total Suspended Solids	21.3	mg/L	6.7	6.7	11		03/28/19 08:49		
4500H+ pH, Electrometric	Analytica	Method: SM 4	500-H+B						
pH at 25 Degrees C	7.8	Std. Units	0.10	0.10	1		03/26/19 13:38		Q
5210B BOD, 5 day	Analytica	Method: SM 5	210B						
BOD, 5 day	121	mg/L	94.2	94.2	60	03/22/19 15:06	03/27/19 17:13		
5210B cBOD, 5 day	Analytica	Method: SM 5	210B Prepa	aration Meth	od: SN	A 5210B			
Carbonaceous BOD, 5 day	101	mg/L	91.8	91.8	60	03/22/19 14:22	03/27/19 16:45		
350.1 Ammonia	Analytica	Method: EPA	350.1						
Nitrogen, Ammonia	52.8	mg/L	0.50	0.35	10		04/03/19 18:19	7664-41-7	
351.2 Total Kjeldahl Nitrogen	Analytica	Method: EPA	351.2 Prepa	aration Meth	nod: EF	PA 351.2			
Nitrogen, Kjeldahl, Total	641	mg/L	15.0	2.6	15	03/25/19 10:35	03/26/19 14:25	7727-37-9	D4
365.1 Orthophosphate as P	Analytica	Method: EPA	365.1						
Orthophosphate as P	0.054	mg/L	0.0040	0.0038	1		03/22/19 14:46		
365.4 Phosphorus, Total	Analytica	Method: EPA	365.4 Prep	aration Met	nod: EF	PA 365.4			
Phosphorus, Total (as P)	0.32	mg/L	0.20	0.10	Ĭ	03/25/19 10:35	03/26/19 12:01	7723-14-0	
410.4 COD	Analytica	Method: EPA	410.4 Prep	aration Met	nod: El	PA 410.4			
Chemical Oxygen Demand	1090	mg/L	20.0	12.5	1	03/26/19 10:20	03/27/19 14:50	Ĉ.	
	Analytica	al Method: EPA	300.0						
Chloride	843	mg/L	500	250	100		04/06/19 00:57	16887-00-6	

#### REPORT OF LABORATORY ANALYSIS

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#### **ANALYTICAL RESULTS**

Project:

Landfill Leachate

Pace Project No.: 35456032

Sample: EQ Blank	Lab ID:	35456032002	Collected	03/21/19	09:30	Received: 03/	22/19 10:05 Ma	atrix: Water	
Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
200.7 MET ICP	Analytical	Method: EPA 2	00.7 Prepar	ation Meth	od: EP/	A 200.7			
Iron	9.2 U	ug/L	40.0	9.2	1	04/04/19 09:57	04/04/19 15:41	7439-89-6	
160.4 Total VSS	Analytical	Method: EPA 1	60.4						
Volatile Suspended Solids	5.0 U	mg/L	5.0	5.0	1		03/28/19 08:49		N2
2540C Total Dissolved Solids	Analytica	Method: SM 25	540C						
Total Dissolved Solids	5.0 U	mg/L	5.0	5.0	1		03/28/19 14:30		
2540D Total Suspended Solids	Analytical	Method: SM 25	540D						
Total Suspended Solids	5.0 U	mg/L	5.0	5.0	1		03/28/19 08:49		
4500H+ pH, Electrometric	Analytica	Method: SM 45	500-H+B						
pH at 25 Degrees C	8.0	Std. Units	0.10	0.10	1		03/26/19 13:45		Q
5210B BOD, 5 day	Analytical	Method: SM 52	210B						
BOD, 5 day	2.0 U	mg/L	2.0	2.0	1	03/22/19 15:15	03/27/19 17:14		
5210B cBOD, 5 day	Analytical	Method: SM 52	10B Prepar	ation Meth	od: SM	5210B			
Carbonaceous BOD, 5 day	2.0 U	mg/L	2.0	2.0	1	03/22/19 14:23	03/27/19 16:46		
350.1 Ammonia	Analytical	Method: EPA 3	50.1						
Nitrogen, Ammonia	0.035 U	mg/L	0.050	0.035	1		04/03/19 13:23	7664-41-7	
351.2 Total Kjeldahl Nitrogen	Analytical	Method: EPA 3	51.2 Prepar	ation Meth	od: EPA	351.2			
Nitrogen, Kjeldahl, Total	0.086 U	mg/L	0.50	0.086	1	03/25/19 10:35	03/26/19 14:26	7727-37-9	
365.1 Orthophosphate as P	Analytical	Method: EPA 3	65.1						
Orthophosphate as P	0.0038 U	mg/L	0.0040	0.0038	1		03/22/19 14:47		
365.4 Phosphorus, Total	Analytical	Method: EPA 3	65.4 Prepar	ation Meth	od: EPA	A 365.4			
Phosphorus, Total (as P)	0.050 U	mg/L	0.10	0.050	1	03/25/19 10:35	03/26/19 14:26	7723-14-0	
410.4 COD	Analytical	Method: EPA 4	10.4 Prepar	ation Meth	od: EPA	410.4			
Chemical Oxygen Demand	12.5 U	mg/L	20.0	12.5	1	03/26/19 10:20	03/27/19 14:50		
	Analytical	Method: EPA 3	00.0						

#### **REPORT OF LABORATORY ANALYSIS**

5.0

2.5 U

mg/L

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Chloride



#### **ANALYTICAL RESULTS**

Project:

Landfill Leachate

Pace Project No.: 35456032

Sample: Filtered Leachate

Parameters

Lab ID: 35456032003

Units

mg/L

Collected: 03/21/19 09:56

MDL

Prepared

Received: 03/22/19 10:05 Matrix: Water

Analyzed

CAS No. Qual

410.4 COD

Analytical Method: EPA 410.4 Preparation Method: EPA 410.4

PQL

Chemical Oxygen Demand

1030

Results

20.0

12.5

1

DF

03/26/19 10:20 03/27/19 14:50

#### REPORT OF LABORATORY ANALYSIS



#### **ANALYTICAL RESULTS**

Project:

Landfill Leachate

Pace Project No.: 35456032

Sample: Filtered EQ Blank

Parameters

Lab ID: 35456032004

Units

Collected: 03/21/19 09:30 Received: 03/22/19 10:05 Matrix: Water

MDL

Prepared

CAS No. Qual

410.4 COD

Analytical Method: EPA 410.4 Preparation Method: EPA 410.4

PQL

Chemical Oxygen Demand

12.5 U mg/L

Results

20.0

12.5

DF

1

03/26/19 10:20 03/27/19 14:50

Analyzed

#### REPORT OF LABORATORY ANALYSIS



#### QUALITY CONTROL DATA

Pace Analytical Services, LLC 8 East Tower Circle Ormond Beach, FL 32174 (386)672-5668

Project:

QC Batch:

Landfill Leachate

Pace Project No.:

35456032

QC Batch Method:

528384

EPA 200.7

Analysis Method:

EPA 200.7

Analysis Description:

200.7 MET

Associated Lab Samples:

35456032001, 35456032002

METHOD BLANK: 2859818 Associated Lab Samples:

Units

ug/L

Matrix: Water

Parameter

LABORATORY CONTROL SAMPLE:

Parameter

Parameter

Parameter

35456032001, 35456032002

Blank Result

Spike

Spike

Conc.

2000

Reporting

Limit

40.0

Analyzed 04/04/19 15:27 Qualifiers

Iron

Units

LCS Result

LCS % Rec

MDL

% Rec Limits

Qualifiers

Iron

Iron

ug/L

35456032001

Units

ug/L

Units

ug/L

Result

Conc. 2000

9.2 U

1980

2859821

MS

Result

6260

85-115 99

9.2

MATRIX SPIKE & MATRIX SPIKE DUPLICATE:

2859820

MS

MSD Spike

Conc.

2000

MSD

MS

% Rec

MSD

% Rec Max Limits

RPD RPD Qual

MATRIX SPIKE & MATRIX SPIKE DUPLICATE:

2859822

2859823

6180

Result

106

% Rec

70-130

20

4150

MS

MSD

% Rec

Max

Iron

35457541001 Result 113

Spike Spike Conc. Conc. 2000 2000

MS Result 2130

MSD Result 2100

MS MSD % Rec % Rec 101

Limits 99 70-130

RPD RPD

Qual 20

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#### REPORT OF LABORATORY ANALYSIS

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Vendor's Initials: M7



#### **QUALITY CONTROL DATA**

Project:

Landfill Leachate

Pace Project No.:

35456032

QC Batch:

526644

Analysis Method:

EPA 160.4

QC Batch Method:

EPA 160.4

Analysis Description:

160.4 Total Volatile Suspended Solids

Associated Lab Samples:

METHOD BLANK: 2849035

Matrix: Water

Associated Lab Samples:

35456032001, 35456032002

35456032001, 35456032002

Blank

Reporting

Analyzed

Parameter Volatile Suspended Solids

Units mg/L

Result 5.0 U Limit 5.0

5.0 03/28/19 08:49 N2

Qualifiers

SAMPLE DUPLICATE: 2849036

Parameter

35456032001 Result

Dup Result

RPD

MDL

Max RPD

Qualifiers

Volatile Suspended Solids

mg/L

Units

20.7

20.0

3

5 N2

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REPORT OF LABORATORY ANALYSIS



#### QUALITY CONTROL DATA

Project:

Landfill Leachate

Pace Project No.:

35456032

QC Batch:

QC Batch Method:

526692

Analysis Method:

SM 2540C

SM 2540C

Analysis Description:

2540C Total Dissolved Solids

Associated Lab Samples:

35456032001, 35456032002

Matrix: Water

Associated Lab Samples:

METHOD BLANK: 2849148

35456032001, 35456032002

5.0 U

Parameter

Units

Blank Result Reporting Limit

5.0

MDL

5.0

Analyzed 03/28/19 14:30 Qualifiers

**Total Dissolved Solids** 

2849149

Spike Conc.

300

LCS

LCS % Rec % Rec Limits

90-110

Qualifiers

Total Dissolved Solids

Units mg/L

Units

mg/L

mg/L

Result

302

101

3

5

5

SAMPLE DUPLICATE: 2849150

Parameter

LABORATORY CONTROL SAMPLE:

Parameter

35455836002 Result

516

498

Dup Result RPD

502

509

Max RPD

Qualifiers

SAMPLE DUPLICATE:

Total Dissolved Solids

2849151

Units Parameter mg/L **Total Dissolved Solids** 

35456088003

Result

Dup Result RPD 2

Max RPD

Qualifiers

Results presented on this page are in the units indicated by the "Units" column except where an alternate unit is presented to the right of the result.

#### REPORT OF LABORATORY ANALYSIS



#### QUALITY CONTROL DATA

Project:

Landfill Leachate

Pace Project No.:

35456032

QC Batch:

526640

Analysis Method:

SM 2540D

QC Batch Method: SM 2540D Analysis Description:

2540D Total Suspended Solids

Associated Lab Samples:

35456032001, 35456032002

Matrix: Water

METHOD BLANK: 2849022 Associated Lab Samples:

35456032001, 35456032002

Blank

Reporting Limit

5.0

MDL Analyzed Qualifiers

**Total Suspended Solids** 

Result Units

5.0 U

03/28/19 08:48

2

3

LABORATORY CONTROL SAMPLE:

Parameter

Parameter

2849023

Spike Conc.

100

LCS

LCS % Rec % Rec Limits

Qualifiers

Total Suspended Solids

Units mg/L

Units

mg/L

mg/L

Result

107

107

90-110

5

5

SAMPLE DUPLICATE: 2849025

Parameter

35456019002 Result

184

21.3

Dup Result

180

RPD

Max RPD

Qualifiers

SAMPLE DUPLICATE:

Total Suspended Solids

Total Suspended Solids

2849041

Parameter

Units

mg/L

35456032001 Result

Dup Result 20.7

RPD

Max RPD

Qualifiers

Results presented on this page are in the units indicated by the "Units" column except where an alternate unit is presented to the right of the result.

#### REPORT OF LABORATORY ANALYSIS



#### QUALITY CONTROL DATA

Project:

Landfill Leachate

Pace Project No.:

35456032

QC Batch:

525172

Analysis Method:

SM 5210B

QC Batch Method:

SM 5210B

Analysis Description:

5210B BOD, 5 day

Associated Lab Samples:

35456032001, 35456032002

METHOD BLANK: 2840067

Associated Lab Samples:

35456032001, 35456032002

Matrix: Water

Units

Blank Result Reporting Limit

Analyzed

Qualifiers

BOD, 5 day

mg/L

2.0 U

2.0

2.0 03/27/19 16:50

LABORATORY CONTROL SAMPLE:

Parameter

Parameter

2840069

Spike Conc.

LCS Result

LCS % Rec % Rec Limits

Qualifiers

BOD, 5 day

BOD, 5 day

Units mg/L

Units

mg/L

199

129

204

103

MDL

85-115

SAMPLE DUPLICATE: 2840070

Parameter

35455571001 Result

Dup Result

127

RPD

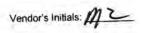
Max RPD

20

Qualifiers

Results presented on this page are in the units indicated by the "Units" column except where an alternate unit is presented to the right of the result.

#### REPORT OF LABORATORY ANALYSIS





#### QUALITY CONTROL DATA

Project:

Landfill Leachate

Pace Project No.:

35456032

QC Batch:

525171

Analysis Method:

SM 5210B

QC Batch Method: SM 5210B Analysis Description:

5210B cBOD, 5 day

Associated Lab Samples:

Associated Lab Samples:

35456032001, 35456032002

METHOD BLANK: 2840062

35456032001, 35456032002

2.0 U

Blank

Result

Matrix: Water

Parameter

Parameter

Units

Reporting Limit

2.0

MDL

Analyzed

Qualifiers

Carbonaceous BOD, 5 day

LABORATORY CONTROL SAMPLE: 2840064

Spike

LCS Result

LCS % Rec % Rec Limits

Qualifiers

Carbonaceous BOD, 5 day

Units mg/L

Units

mg/L

mg/L

Conc.

95.4

199

204

103

2

2.0

SAMPLE DUPLICATE: 2840065

Carbonaceous BOD, 5 day

Parameter

35455914002 Result

Dup Result

94.0

RPD

Max RPD

20

85-115

03/27/19 16:27

Qualifiers

Results presented on this page are in the units indicated by the "Units" column except where an alternate unit is presented to the right of the result.

#### REPORT OF LABORATORY ANALYSIS



#### QUALITY CONTROL DATA

Project:

Landfill Leachate

Pace Project No .:

35456032

QC Batch:

527748

QC Batch Method:

Analysis Method:

EPA 300.0

EPA 300.0

Analysis Description:

300.0 IC Anions

Associated Lab Samples:

35456032002

Matrix: Water

METHOD BLANK: 2856038 Associated Lab Samples:

35456032002

Units

mg/L

Units

mg/L

Parameter

Units

Blank Reporting Result

Analyzed

Qualifiers

Chloride

mg/L

2.5 U

5.0

Limit

04/02/19 23:12 2.5

LABORATORY CONTROL SAMPLE:

Parameter

Parameter

Parameter

2856039

Spike Conc.

MS

Spike

Conc.

50

50

LCS Result

LCS % Rec % Rec Limits

Qualifiers

Chloride

Units mg/L

35455953001

Result

35457155002

Result

50 52.6 105

MDL

90-110

MATRIX SPIKE & MATRIX SPIKE DUPLICATE:

MSD Spike

Conc.

2856638 MS MSD

MSD

% Rec

Max

Chloride

8.6

2856640

102

60.9

Result

105

MS

% Rec

% Rec

107

Limits 90-110

RPD RPD Qual 0 20

MATRIX SPIKE & MATRIX SPIKE DUPLICATE:

2856639

MS

50

50

102

61.1

Result

Chloride

48.2

MS Spike Conc.

MSD Spike Conc.

MSD Result Result

MS MSD % Rec % Rec

107

% Rec Limits

90-110

Max

RPD RPD Qual 0 20

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#### QUALITY CONTROL DATA

Project:

Landfill Leachate

Pace Project No.:

35456032

QC Batch:

528769

EPA 300.0

Analysis Method:

EPA 300.0

QC Batch Method:

Analysis Description:

300.0 IC Anions

Associated Lab Samples:

35456032001

METHOD BLANK: 2862111

Matrix: Water

Associated Lab Samples:

35456032001

2.5 U

Parameter

LABORATORY CONTROL SAMPLE:

Parameter

Parameter

Blank Units Result Reporting

Limit

5.0

Analyzed 04/05/19 21:59 Qualifiers

Chloride

Chloride

mg/L

Units

mg/L

35455210001

Result

Units

mg/L

2862112 Spike

Conc.

MS

Spike

Conc.

50

MSD

Spike

Conc.

LCS Result

51.0

LCS % Rec

102

MDL

2.5

% Rec Limits Qualifiers

90-110

MATRIX SPIKE & MATRIX SPIKE DUPLICATE:

2863023

2863024

MS

Result

MSD

Result

53.2

MS

100

% Rec

MSD

99

% Rec Max Limits

RPD RPD Qual 90-110 20

MATRIX SPIKE & MATRIX SPIKE DUPLICATE:

2863025

3.7 1

2863026

53.5

% Rec

Max

Chloride

MS MSD Spike

50

MSD Result

MS MSD % Rec % Rec Limits

RPD RPD Qual

Parameter Chloride

2099620001 Units Result 31.6 mg/L

Spike Conc. Conc. 50 50

MS Result 88.6

% Rec 114 88.6

114 90-110

20 J(M1)

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#### QUALITY CONTROL DATA

Project:

Landfill Leachate

Pace Project No.:

35456032

QC Batch:

527845

Analysis Method:

EPA 350.1

QC Batch Method:

EPA 350.1

Analysis Description:

350.1 Ammonia

Associated Lab Samples:

35456032001, 35456032002

METHOD BLANK: 2856667

Parameter

LABORATORY CONTROL SAMPLE:

Parameter

Parameter

Parameter

Associated Lab Samples:

35456032001, 35456032002

0.035 U

Matrix: Water

Blank Result Reporting

Limit

0.050

Analyzed 04/03/19 14:02 Qualifiers

Nitrogen, Ammonia

2856668

Units

mg/L

Spike Conc.

LCS

LCS % Rec % Rec Limits

Qualifiers

Nitrogen, Ammonia

Units mg/L

Units

mg/L

Units

mg/L

Result

1.1

105

1.1

MDL

0.035

90-110

MATRIX SPIKE SAMPLE:

2856670

35455952002 Result

0.035 U

1

Spike Conc.

MS Result

MS % Rec % Rec Limits

Qualifiers

SAMPLE DUPLICATE: 2856669

Nitrogen, Ammonia

Nitrogen, Ammonia

35455952002 Result

0.035 U

Dup Result

0.035 U

RPD

Max RPD

111

20

Qualifiers

90-110 J(M1)

Results presented on this page are in the units indicated by the "Units" column except where an alternate unit is presented to the right of the result.

#### REPORT OF LABORATORY ANALYSIS

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Vendor's Initials: MZ



#### QUALITY CONTROL DATA

Project:

Landfill Leachate

Pace Project No.:

35456032

QC Batch:

525636

Analysis Method:

EPA 351.2

EPA 351.2 QC Batch Method:

351.2 TKN Analysis Description:

Associated Lab Samples:

35456032001, 35456032002

METHOD BLANK: 2842845 Associated Lab Samples:

35456032001, 35456032002

Matrix: Water

Parameter

Units mg/L

Reporting

Limit 0.50

Analyzed 03/26/19 11:33 Qualifiers

Parameter

Nitrogen, Kjeldahl, Total

LABORATORY CONTROL SAMPLE:

Spike Conc.

Blank

Result

0.086 U

LCS Result

LCS % Rec

MDL

0.086

% Rec Limits

Qualifiers

Nitrogen, Kjeldahl, Total

Units mg/L

Units

mg/L

Units

mg/L

20

18.1

90-110 J(M1)

MATRIX SPIKE SAMPLE: Parameter

Nitrogen, Kjeldahl, Total

2842848

35455996002 Result

0.44 1

0.53

Spike Conc.

20

20

MS Result 17.6

91

MS % Rec

90-110

% Rec Limits

86

85

20

20

Qualifiers 90-110 J(M1)

MATRIX SPIKE SAMPLE:

2842850

35456018005 Result

Spike Conc.

MS Result

17.5

MS % Rec % Rec Limits

Qualifiers

Nitrogen, Kjeldahl, Total

SAMPLE DUPLICATE: 2842847

Parameter Nitrogen, Kjeldahl, Total

Parameter

Units mg/L

35455996002 Result 0.44 1

Dup Result 0.42 |

RPD

Max RPD

Qualifiers

SAMPLE DUPLICATE: 2842849

Parameter Nitrogen, Kjeldahl, Total

Units mg/L 35456018005 Result 0.53

Dup Result 0.50

RPD

Max RPD 5

Qualifiers

Results presented on this page are in the units indicated by the "Units" column except where an alternate unit is presented to the right of the result.

#### REPORT OF LABORATORY ANALYSIS

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Vendor's Initials: M7



#### **QUALITY CONTROL DATA**

Project:

Landfill Leachate

Pace Project No.:

35456032

QC Batch:

525323

Analysis Method:

EPA 365.1

QC Batch Method:

EPA 365.1

Analysis Description:

365.1 Orthophosphate as P

Associated Lab Samples:

METHOD BLANK: 2840930

Matrix: Water

Associated Lab Samples:

35456032001, 35456032002

35456032001, 35456032002

Parameter

Orthophosphate as P

Units

mg/L

Units

Units

mg/L

Units

mg/L

Blank Result 0.0038 U

Reporting Limit

0.0040

MDL 0.0038

Analyzed 03/22/19 14:14 Qualifiers

LABORATORY CONTROL SAMPLE:

Parameter

Parameter

Parameter

2840931

Spike Conc

LCS Result

LCS % Rec % Rec Limits

Qualifiers

Orthophosphate as P

MATRIX SPIKE SAMPLE:

mg/L

0.098

Spike

Conc.

0.10

0.096

19

MS

% Rec Limits

Qualifiers

MATRIX SPIKE SAMPLE:

Orthophosphate as P

2840935

2840933

35455961003 Result

35455945001

Result

0.0048

0.0038 U

0.0048

Spike Conc.

MS Result

MS

Result

MS % Rec

% Rec

% Rec Limits

Qualifiers

SAMPLE DUPLICATE:

Orthophosphate as P

2840932

Parameter Units Orthophosphate as P mg/L

35455945001 Result

Dup Result 0.0058

RPD

Max RPD

Qualifiers

20

20

SAMPLE DUPLICATE: 2840934

Parameter Orthophosphate as P

Units mg/L

35455961003 Result 0.0038 U

Dup Result 0.0038 U

RPD

Max RPD

Qualifiers

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REPORT OF LABORATORY ANALYSIS

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Vendor's Initials:



#### QUALITY CONTROL DATA

Project:

Landfill Leachate

Pace Project No.:

35456032

QC Batch:

525638

Analysis Method:

EPA 365.4

QC Batch Method:

EPA 365.4

Analysis Description:

365.4 Phosphorus

Associated Lab Samples:

35456032001, 35456032002

METHOD BLANK: 2842854

35456032001, 35456032002

mg/L

Associated Lab Samples:

Matrix: Water

Parameter Units

Blank Result

0.050 U

Reporting Limit

0.10

MDL

Analyzed

Qualifiers

Phosphorus, Total (as P)

LABORATORY CONTROL SAMPLE:

Parameter

Parameter

Parameter

2842855

Spike Conc.

LCS Result

LCS % Rec % Rec Limits

0.050

03/26/19 12:05

Qualifiers

Phosphorus, Total (as P)

MATRIX SPIKE SAMPLE:

Units mg/L

Units

mg/L

35455996002

Result

3.8

Spike

Conc.

3.8

3.7

MS

Result

95

MS % Rec

90-110

% Rec Limits

80-120

80-120

Qualifiers

MATRIX SPIKE SAMPLE:

Phosphorus, Total (as P)

Phosphorus, Total (as P)

2842859

2842857

Units

35456018005 Result

0.050 U

0.11

Spike Conc.

MS Result

MS % Rec % Rec Limits

92

Qualifiers

SAMPLE DUPLICATE: 2842856

Parameter Phosphorus, Total (as P) Units mg/L

mg/L

35455996002 Result 0.11

Dup Result 0.096 1

RPD

Max RPD

20

20

Qualifiers

SAMPLE DUPLICATE: 2842858

Parameter Phosphorus, Total (as P)

Units mg/L 35456018005 Result 0.050 U

Dup Result 0.050 U

RPD

Max RPD

Qualifiers

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Vendor Return Complete Bid Document

Page 61 of 66

Vendor's Initials: MZ



#### QUALITY CONTROL DATA

Project:

Landfill Leachate

Pace Project No.:

35456032

QC Batch:

525992

Analysis Method:

EPA 410.4

QC Batch Method:

EPA 410.4

Analysis Description:

410.4 COD

Associated Lab Samples:

35456032001, 35456032002, 35456032003, 35456032004

METHOD BLANK: 2844654

Matrix: Water

Associated Lab Samples:

35456032001, 35456032002, 35456032003, 35456032004

Blank Result

12.5 U

Reporting

20.0

Limit

MDL

12.5

Analyzed 03/27/19 14:50 Qualifiers

Chemical Oxygen Demand

Parameter

LABORATORY CONTROL SAMPLE:

Parameter

Parameter

Parameter

2844655

Units

mg/L

Units

Spike Conc.

LCS % Rec

LCS

101

% Rec

Qualifiers

Chemical Oxygen Demand

mg/L

Result

703

49.7

Limits 90-110

MATRIX SPIKE SAMPLE:

2844657

Units

mg/L

Units

mg/L

35455373001 Result

494

Spike Conc.

494

494

499

MS Result

1160

553

MS % Rec % Rec Limits

93

102

Qualifiers

MATRIX SPIKE SAMPLE:

Chemical Oxygen Demand

Chemical Oxygen Demand

2844659

35456470003 Result

Spike Conc.

MS Result

MS % Rec % Rec Limits

90-110

90-110

Qualifiers

SAMPLE DUPLICATE: 2844656

Parameter Chemical Oxygen Demand Units mg/L 35455373001 Result 703

Dup Result 681

RPD

RPD 3

13

Qualifiers

20

20

SAMPLE DUPLICATE: 2844658

Chemical Oxygen Demand

Parameter

Units mg/L

35456470003 Result 49.7

Dup Result 43.6

RPD

Max RPD

Max

Qualifiers

Results presented on this page are in the units indicated by the "Units" column except where an alternate unit is presented to the right of the result.

#### REPORT OF LABORATORY ANALYSIS



#### QUALIFIERS

Project: Landfill Leachate
Pace Project No.: 35456032

#### DEFINITIONS

DF - Dilution Factor, if reported, represents the factor applied to the reported data due to dilution of the sample aliquot,

ND - Not Detected at or above adjusted reporting limit.

TNTC - Too Numerous To Count

MDL - Adjusted Method Detection Limit.

PQL - Practical Quantitation Limit.

RL - Reporting Limit - The lowest concentration value that meets project requirements for quantitative data with known precision and bias for a specific analyte in a specific matrix.

S - Surrogate

1,2-Diphenylhydrazine decomposes to and cannot be separated from Azobenzene using Method 8270. The result for each analyte is a combined concentration.

Consistent with EPA guidelines, unrounded data are displayed and have been used to calculate % recovery and RPD values.

LCS(D) - Laboratory Control Sample (Duplicate)

MS(D) - Matrix Spike (Duplicate)

DUP - Sample Duplicate

RPD - Relative Percent Difference

NC - Not Calculable.

SG - Silica Gel - Clean-Up

U - Indicates the compound was analyzed for, but not detected.

N-Nitrosodiphenylamine decomposes and cannot be separated from Diphenylamine using Method 8270. The result reported for each analyte is a combined concentration.

Pace Analytical is TNI accredited. Contact your Pace PM for the current list of accredited analytes.

TNI - The NELAC Institute.

#### LABORATORIES

PASI-O Pace Analytical Services - Ormond Beach

#### **ANALYTE QUALIFIERS**

1	The reported value is between the laboratory	method detection limit and the laboratory practical quantitation limit.
---	--	---

U Compound was analyzed for but not detected.

D4 Sample was diluted due to the presence of high levels of target analytes.

J(M1) Estimated Value. Matrix spike recovery exceeded QC limits. Batch accepted based on laboratory control sample (LCS)

N2 The lab does not hold NELAC/TNI accreditation for this parameter but other accreditations/certifications may apply. A complete list of accreditations/certifications is available upon request.

Q Sample held beyond the accepted holding time. Analysis initiated more than 15 minutes after sample collection.

Y The laboratory analysis was from an improperly preserved sample. The data may not be accurate.

#### REPORT OF LABORATORY ANALYSIS



#### QUALITY CONTROL DATA CROSS REFERENCE TABLE

Project:

Landfill Leachate

Pace Project No.: 35456032

Lab ID	Sample ID	QC Batch Method	QC Batch	Analytical Method	Analytical Batch
35456032001 35456032002	Leachate EQ Blank	EPA 200.7 EPA 200.7	528384 528384	EPA 200.7 EPA 200.7	528511 528511
35456032001 35456032002	Leachate EQ Blank	EPA 160.4 EPA 160.4	526644 526644		
35456032001 35456032002	Leachate EQ Blank	SM 2540C SM 2540C	526692 526692		
35456032001 35456032002	Leachate EQ Blank	SM 2540D SM 2540D	526640 526640		
35456032001 35456032002	Leachate EQ Blank	SM 4500-H+B SM 4500-H+B	526123 526123		
35456032001 35456032002	Leachate EQ Blank	SM 5210B SM 5210B	525172 525172	SM 5210B SM 5210B	526528 526528
35456032001 35456032002	Leachate EQ Blank	SM 5210B SM 5210B	525171 525171	SM 5210B SM 5210B	526527 526527
35456032001 35456032002	Leachate EQ Blank	EPA 350.1 EPA 350.1	527845 527845		
35456032001 35456032002	Leachate EQ Blank	EPA 351.2 EPA 351.2	525636 525636	EPA 351.2 EPA 351.2	526030 526030
35456032001 35456032002	Leachate EQ Blank	EPA 365.1 EPA 365.1	525323 525323		
35456032001 35456032002	Leachate EQ Blank	EPA 365.4	525638 525638	EPA 365.4 EPA 365.4	526035 526035
35456032001 35456032002 35456032003	Leachate EQ Blank Filtered Leachate	EPA 410.4 EPA 410.4 EPA 410.4	525992 525992 525992	EPA 410.4 EPA 410.4 EPA 410.4	526482 526482 526482
35456032004	Filtered EQ Blank	EPA 410.4	525992	EPA 410.4	526482

#### REPORT OF LABORATORY ANALYSIS

ITB NO. 20-T00048/CH - LEACHATE HAULING AND DISPOSAL SERVICES

# CHAIN-OF-CUSTODY / Analytical F The Chain-of-Custody is a LEGAL DOCUMENT. All rek

WO#: 35456032

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* 2		SAMPLE ID One Character per box. (A-Z, 0-9 /, -)	Vasin Water WW Product P Post Control St. Oil Oil Oil Wen WP Wr AR Richard Oil Issue IS	MATRIX CODE (see valid		ST	ART	E	ND	SANPLE TEMP AT COLLECTION	# OF CONTAINERS	Unpreserved	74			203	nol		Analyses Test		TSS.TVSS,TDS, 300.0,	TKN,NH3,COD,TP	- Iron	Soluble COD							Residual Chlorine (YIN)			
ITEM				MATR	SALIP	DATE	TIME	DATE			-		H2S04	EON I	NaOH	Na2S203	Methanol	Other	4	900	TSS.T	TKN,	200.7	Solub		1					Resid			
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	Sample Condition Upon Receipt Form Document No.:	May 30, 2018 Issuing Authority:
	F-FL-C-007 rev. 13	Pace Florida Quality Office
Sar	nple Condition Upon Rece	eipt Form (SCUR)
Project # PM: JSB Client:	Due Date: 04/0	Date and Initials of person:  Examining contents:  Label:  Deliver: pH:
Thermometer Used: 1-346	Date: 3/22/19	Time: 1107 Initials:
State of Origin:		all containers verified to ≤6 °C
Cooler #1 Temp. C. O. S (Visual) +0	(Correction Factor) O. 6	(Actual)
Cooler #2 Temp. 'C(Visual)		
	(Correction Factor)	
	(Correction Factor)	
	(Correction Factor)	''그리고 있으면 없는 그 없는 그 없는 생각이 있었다면 없는 것이 없는 사람이 없는 것이 없다면 없다면 없다.
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Packing Material: □Bubble Wrap □ Bubble Samples shorted to lab (If Yes, complete)  Chain of Custody Present Chain of Custody Filled Out Relinquished Signature & Sampler Name COC Samples Arrived within Hold Time Rush TAT requested on COC Sufficient Volume Correct Containers Used Containers Intact cample Labels match COC (sample IDs & date/time of cillection) Ill containers needing acid/base preservation have been	Bags	Shorted Time: Oty:
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acking Material: Bubble Wrap Bubble B	Bags None Other Shorted Date:  Comme  Yes No DN/A	Preservation information:  Preservation information:  Preservation information:  Initials:  Initials:

#### ADDENDUM NO. ONE (1)

TO
THE CONTRACT DOCUMENTS
FOR THE

# LEACHATE HAULING AND DISPOSAL SERVICES IN HERNANDO COUNTY, FLORIDA

SOLICITATION NO. 20-T00048/CH

**BID DATE: FEBRUARY 5, 2020** 

#### NOTICE

BIDDERS ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNATURE AT THE BOTTOM OF THIS ADDENDUM IN THE SPACES PROVIDED AND RETURNED AT THE TIME OF THE BID DATE.

#### TO ALL PLAN HOLDERS:

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the **LEACHATE HAULING AND DISPOSAL SERVICES** located in Hernando County, as fully and completely as if the same were fully set forth therein:

#### A. QUESTIONS

QUESTION: Do you anticipate extending the bid due date?

ANSWER: No, we do not anticipate extending the bid due date.

2. QUESTION: What additional details are you willing to provide, if any, beyond what is stated in Bid documents concerning how you will identify the winning bid?

ANSWER: Please see Section 14. Bid Evaluation and Award, page 7. Notice of intent to award is also posted to Bid Net Direct, and per Florida Statue in office for public view.

3. QUESTION: Was this Bid posted on the nationwide free bid notification website at www.mygovwatch.com?

ANSWER: No, this Bid was not posted on the nationwide free Bid notification website.

4. QUESTION: Other than your own website, where was this bid posted?

ANSWER: Hernando County Board of County Commissions, Purchasing and Contracts Department is currently utilizing Bid Net Direct formerly Florida Online Bid System to post all solicitations. To view solicitations you must be registered with Bid Net Direct. Please go to <a href="www.bidnetdirect.com">www.bidnetdirect.com</a>. Once you are on this site, click "Registration". Go through the registration process filling in all your information. Once you get to the last section of the registration where it give you the cost of registration, you will see an orange box on the left of the screen that says "Search Registration".

"Search Registration" is free, however it is your responsibility to check the system for updates. The paid registration provides notification via email on updates and new solicitations.

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY

James S. Wunderle

Purchasing and Contracts Manager

Chief Procurement Officer, Hernando County

Issued: December 31, 2019

#### ADDENDUM NO. TWO (2)

TO
THE CONTRACT DOCUMENTS
FOR THE

#### LEACHATE HAULING AND DISPOSAL SERVICES

IN HERNANDO COUNTY, FLORIDA

SOLICITATION NO. 20-T00048/CH

**BID DATE: FEBRUARY 5, 2020** 

#### NOTICE

BIDDERS ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNATURE AT THE BOTTOM OF THIS ADDENDUM IN THE SPACES PROVIDED AND RETURNED AT THE TIME OF THE BID DATE.

#### TO ALL PLAN HOLDERS:

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the **HEAVY EQUIPMENT LEASE** – **LANDFILL** located in Hernando County, as fully and completely as if the same were fully set forth therein:

#### A. QUESTIONS

1. QUESTION: Who (company name) is currently performing the hauling and disposal of Hernando County's Leachate?

ANSWER: Aquaclean

2. QUESTION: At what price per gallon is the current normal daytime hauling rate currently being performed?

ANSWER: 12 cents.

3. QUESTION: At what price per gallon is the current nighttime hauling rate, the afterhours hauling rate, currently being performed?

ANSWER: 12 cents.

4. QUESTION: Where is Hernando County leachate currently being disposed of?

ANSWER: Hernando County leachate is currently being disposed in Hillsborough County.

5. QUESTION: Where else has Hernando County leachate been historically disposed that may or may not being utilized recently?

ANSWER: Hernando County has just recently started trucking.

- 6. QUESTION: Is Hernando County's wastewater treatment plant(s) open to receiving leachate?
  ANSWER: No, that is why we are trucking it.
- QUESTION: How many total gallons of leachate were hauled in 2017, 2018, and 2019, per year?

ANSWER: Nothing was hauled, it was sent to the treatment plant via force main.

8. QUESTION: How many times in the past 3 years, per year, were night/afterhours hauling necessary due to high leachate volume flows?

ANSWER: Nothing was hauled, it was sent to the treatment plant via force main.

Acknowledged

BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY

James S. Wunderle

Purchasing and Contracts Manager

Chief Procurement Officer, Hernando County

Issued: January 10, 2020

Section 111 13.1.2

Name

Martinez, Alberto

Dowdy, Roger

Parks, James

Zinermon, Donald

Ashmore, Matt

Dockery, Maurice

Taylor, Terrell

Patel, Ashok

Lapre, Jamie

Reyes, Ronald

Sotolongo, Ismel

Reyes, Jorge

Borders, Tavaris

Ferro, Venaneio

Erskine, Douglas

Martin, Jeff

Pareja, Hugo

Tomlinson, Dwayne

Tipper, Geno

All Drivers



WASTEWATER COLLECTION

1825 GLENDALE STREET LAKELAND, FL 33803-4300 863.834.8277 | Fax 863.834.6271 www.lakelandgov.net/water Richard Ruede
Manager of Wastewater Collection
Kim Goldener
Wastewater Collection Superintendent
James A. (Drew) Adcock
Water Utilities Field Supervisor
Greg Porter
Water Utilities Field Supervisor
David Davis
Water Control Systems Program Integrator

#### CITY OF LAKELAND, FLORIDA WATER UTILITIES DEPARTMENT

# WASTEWATER DISCHARGE PERMIT No. 1041C

In accordance with the provisions set forth in the Chapter 102 of the City of Lakeland Code as amended, and any or all applicable pretreatment regulations, standards, or requirements under federal, state or local law, including any such regulations, standards, requirements, or laws that may become effective during the term of this permit, the below referenced permittee is hereby authorized to discharge wastewater into the City of Lakeland's sanitary sewer system in accordance with effluent limitation, monitoring requirements, and other conditions set forth in Section 1 through 4 herein. This Wastewater Discharge Permit is granted solely to the following Permittee:

Company Name:

Division Name (If Applicable):

Aqua Clean Environmental Company, Inc.

Mailing Address:

P.O. Box 7183

Lakeland, Florida 33807

Facility Address (If Different):

3210 Whitten Road Lakeland, Florida 33811

Compliance with this permit does not relieve the permittee of its obligation to comply with any or all applicable pretreatment regulations, standards or requirements under federal, state or local laws, including any such regulations, standards, requirements, or laws that may become effective during the term of this permit.

Noncompliance with any term or condition of this permit shall constitute a violation of Chapter 102 of the City of Lakeland Code as amended.

This permit shall become effective August 1, 2018, and shall expire at midnight on June 30, 2021.

If the permittee wishes to discharge after the expiration date of this permit, an application must be filed with the Wastewater Operations Division for a renewal permit a minimum of 90 days prior to the expiration date, but not more than 180 days.

For the City of Lakeland:

William C. Anderson, Director Water Utilities Department

### City of Tampa Wastewater Department Industrial Wastewater Discharge Permit

#### Cover Page

	Permit No. 1107	
n accordance with the provisi	ions of Section 26-122 of the City of Tampa Code:	
Company Name	Aqua Clean Environmental Co., Inc.	
Address	1008 19th St.	
	Tampa, FL 33605	
Telephone Number	(863) 644-0665	
Name of Applicant	Mike Zellars	

Aqua Clean Environmental Co., Inc., a Florida Profit Corporation, with principal place of Tampa business located at 1008 19th St., Tampa, Florida 33605, herein referred to as "permittee," is hereby authorized to discharge industrial wastewater from the above identified facility and through the outfalls identified herein, and hereinafter referred to as "facility," into the City of Tampa sewer system in accordance with the conditions set forth in this Industrial Wastewater Discharge Permit, hereinafter referred to as the "permit." Issuance of this permit shall not be construed as a representation by the City of Tampa that the permittee herein complies with the terms and conditions of this permit, and does not relieve the permittee of its obligation to comply with all Federal and State pretreatment standards or requirements or with other applicable requirements under Federal, State, and/or local laws, rules, and regulations, including, but not limited to, Chapter 26 of the City of Tampa Code, and the provisions of the City of Tampa's Wastewater Discharge and Industrial Pretreatment Standards Technical Manual as updated March 2013, as amended, hereinafter referred to as the "Technical Manual." Compliance with this permit does not relieve the permittee of responsibility for compliance with all applicable Federal and State pretreatment standards, including those which become effective during the term of this permit. Noncompliance with any term or condition of this permit shall constitute a violation of Chapter 26 of the City of Tampa Code entitled "Utilities" and the Technical Manual.

This permit shall become effective on and shall expire at midnight on

August 1, 2019

July 31, 2021

If the permittee wishes to continue to discharge after the expiration date of this permit, an application must be filed for a renewal permit a minimum of ninety (90) days, in accordance with the requirements of Section 5.7 of the above described Technical Manual. prior to the expiration date.

Director

Wastewater Department

Date

# CITY OF LAKELAND

### **BUSINESS TAX RECEIPT**

Business Tax Office, 228 S Massachusetts Ave., Lakeland, FL 33801

Expires on: 9/30/2020

Account Number:

1229780

Workers: Square Footage:

31 1,920

Fee:

\$463.16

Location Address 3210 WHITTEN RD

> **Business Name & Mailing Address** AQUA CLEAN ENVIRONMENTAL CO INC

MICHAEL SCHLEINKOFER, PRES 3210 WHITTEN RD LAKELAND, FL 33811

RECEIPT MUST BE CONSPICUOUSLY DISPLAYED IN YOUR PLACE OF BUSINESS

This business tax receipt does not permit the holder to operate in violation of any City law, ordinance or regulation. Any change in location or ownership must be approved by the City Business Tax Section, subject to zoning restrictions. This Receipt does not constitute an endorsement, approval or disapproval of the holder's skill or competence or of the compliance or noncompliance of the holder with other laws, regulations or standards.

VALID ONLY WHEN SIGNED

Bus. Type(s) Bus. Subtype(s)

CAT I-SERVICE UNCLASSIFIED

CATEGORY

Quantity

POLK COUNTY LOCAL BUSINESS TAX RECEIPT
ACCOUNT NO. 28233 CLASS: A

OWNER NAME

MICHAEL SCHLEINKOFER

**EXPIRES: 9/30/2020** 

LOCATION

3210 WHITTEN RD LAKELAND - IN

**BUSINESS NAME AND MAILING ADDRESS** 

AQUA CLEAN ENVIRONMENTAL CO INC

3210 WHITTEN RD LAKELAND, FL 33811-1086 CODE 810000

ACTIVITY TYPE LTD OTHER SERVICES

PROFESSIONAL LICENSE (IF APPLICABLE)

OFFICE OF JOE G. TEDDER, CFC \* TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST, BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID-1204743.0001-0001 07/30/2019 07/29/2019 NGG 12 31.50

TC301F-1