



LEE COUNTY
S O U T H W E S T F L O R I D A

PROJECT NO.: RFP160060

OPEN DATE: Tues. January 12, 2015

AND TIME: 2:30 P.M.

LOCATION: County/City Annex
Procurement Management
1825 Hendry Street, 3rd Floor
Fort Myers, FL 33901

REQUEST FOR PROPOSALS

TITLE:

WATER QUALITY MONITORING PROGRAM FOR THE LEE COUNTY SOLID WASTE DIVISION

Advertised Date: December 4, 2015

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PROCUREMENT MANAGEMENT

ADDRESS

1825 HENDRY ST 3RD FLOOR
FORT MYERS, FL 33901

PROCUREMENT CONTACT:

Amy Hofschneider
Procurement Analyst
PHONE NO.: (239) 533-5899
ahofschneider@leegov.com

GENERAL CONDITIONS

Sealed Proposals will be received by the DIVISION OF PROCUREMENT MANAGEMENT, until the time and date specified on the cover sheet of this “Request for Proposals”, and opened immediately thereafter by the Director or designee.

Any question regarding this solicitation should be directed to the Procurement Contact listed on the cover page of this solicitation, or by calling the Division of Procurement Management at (239) 533-5450.

1. SUBMISSION OF PROPOSAL:

- a. Proposals must be sealed in an envelope, and the outside of the envelope must be marked with the following information:
 1. Marked with the words “Sealed Proposal”
 2. Name of the firm submitting the quotation
 3. Title of the proposal
 4. Proposal number
 5. The envelope shall include:
 - i. One original hard copy of the proposal submittal
 - ii. Six electronic CD ROM or Flash Drive sets of the proposal submittal
 1. One single adobe PDF file and should be copied **in the same order as the original hard copy.**
 2. Limit the color and number of images to avoid unmanageable file sizes.
 3. Use a rewritable CD and **do not lock files.**
 4. If a cost/bid schedule was provided, the completed schedule should be included as a Microsoft Excel file on the CD-ROM.
- b. Proposals are to include the following:
 1. The completed Proposal/Quote Form. Proposal must be properly signed and where applicable corporate and/or notary seals.
 2. All other pertinent documentation required in the Request for Proposal.
- c. **PROPOSALS RECEIVED LATE:** It is the proposer’s responsibility to ensure that the proposal is received by the Division of Procurement Management prior to the opening date and time specified. Any proposal received after the opening date and time will be promptly returned to the proposer unopened. Lee County will not be responsible for proposals received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- d. **PROPOSAL CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- e. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.). Poor or unacceptable past performance may result in bidder disqualification.

- f. **WITHDRAWAL OF PROPOSAL:** No proposal may be withdrawn for a period of 90 days after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal-opening date and time. Such a request to withdraw must be made in writing to the Procurement Management Director, who will approve or disapprove of the request.
- g. **COUNTY RESERVES THE RIGHT:** The County reserves the right to exercise its discretion, to waive minor informalities in any proposal; to reject any or all proposals with or without cause; and/or to accept the proposal that in its judgment will be in the best interest of the County of Lee.
- h. **EXECUTION OF PROPOSAL:** All proposals shall contain the signature of an authorized representative of the proposer in the space provided on the proposal form. All proposals shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the proposal shall be initialed.

2. ACCEPTANCE

The materials and/or services delivered under the proposal **shall** remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

3. RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service. The awarded vendor has attested to compliance with the applicable immigration laws of the United States in the attached affidavit. Violations of the immigration laws of the United States shall be grounds for unilateral termination of the awarded agreement.

- a. Local Business Tax – Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) – Vendor shall possess at the time of the opening of the proposal all necessary permits and/or license required for the sale of this product and/or service and upon the request of the County will provide copies of licenses and/or permits within 10 calendar days after request.
- c. The geographic preference established in the Local Vendor Preference ordinance is applicable to all Lee County procurement activities unless otherwise specifically noted in the solicitation package. Provided, however, the Local Vendor Preference ordinance is not applicable to procurement activity or solicitations involving Federal Transit Administration grant funds.
- d. Florida Statutes Section 607.1501 (1) states: A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

4. **PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-proposal conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a proposal attend.

In the event a pre-proposal conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the proposer to ensure that they are represented at the pre-proposal. Only those proposers who attend the pre-proposal conference will be allowed to submit a proposal on this project.

5. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238

All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this proposal.

Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.

Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All contractors or proposers should include in their proposal all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

6. **LEE COUNTY BID PROTEST PROCEDURE**

Any contractor/vendor/firm that has submitted a formal bid/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/proposal, must file a written "Notice of Intent to File a Protest" with the Lee County Procurement Management Director not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of the County's "Notice of Intended Decision" with respect to the proposed award of the formal bid/proposal.

The "Notice of Intent to File a Protest" is one of two documents necessary to perfect Protest. The second document is the "Formal Written Protest", both documents are described below.

The "Notice of Intent to File a Protest" document must state all grounds claimed for the Protest, and clearly indicate it as the "Notice of Intent to File a Protest". Failure to clearly indicate the Intent to file the Protest shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.

The “Notice of Intent to File a Protest” shall be received (“stamped in”) by the Procurement Management Director or Public Works Director not later than Four o’clock (4:00) PM on the third working day following the day of receipt of the County’s Notice of Intended Decision.

The affected party shall then file its Formal Written Protest within ten (10) calendar days after the time for the filing of the Notice of Intent to File a Protest has expired. Except as provided for in the paragraph below, upon filing of the Formal Written Protest, the contractor/vendor/firm shall post a bond, payable to the Lee County Board of County Commissioners in an amount equal to five percent (5%) of the total bid/proposal, or Ten Thousand Dollars (\$10,000.00), whichever is less. Said bond shall be designated and held for payment of any costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.

A clean, Irrevocable Letter of Credit or other form of approved security, payable to the County, may be accepted. Failure to submit a bond, letter of credit, or other approved security simultaneously with the Formal Written Protest shall invalidate the protest, at which time the County may continue its procurement process as if the original “Notice of Intent to File a Protest” had never been filed.

Any contractor/vendor/firm submitting the County’s standard bond form (CMO: 514), along with the bid/proposal, shall not be required to submit an additional bond with the filing of the Formal Written Protest.

The Formal Written Protest shall contain the following:

- County bid/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.
- A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
- A concise statement of the facts alleged, and of the rules, regulations, Statutes, or constitutional provisions, which entitle the affected party to relief.
- All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.
- A statement indicating the relief sought by the affected (protesting) party.
- Any other relevant information that the affected party deems to be material to Protest.

Upon receipt of a timely filed “Notice of Intent to File a Protest”, the Procurement Management Director or Public Works Director (as appropriate) may abate the award of the formal bid/proposal as appropriate, until the Protest is heard pursuant to the informal hearing process as further outlined below, except and unless the County Manager shall find and set forth in writing, particular facts and circumstances that would require an immediate award of the formal bid/proposal for the purpose of avoiding a danger to the public health, safety, or welfare. Upon such written finding by the County Manager, the County Manager may authorize an expedited Protest hearing procedure. The expedited Protest hearing shall be held

within ninety-six (96) hours of the action giving rise to the contractor/vendor/firm's Protest, or as soon as may be practicable for all parties. The "Notice of Intent to File a Protest" shall serve as the grounds for the affected party's presentation and the requirements for the submittal of a formal, written Protest under these procedures, to include the requirement for a bond, shall not apply.

The Dispute Committee shall conduct an informal hearing with the protesting contractor/vendor/firm to attempt to resolve the Protest, within seven working days (excluding Saturdays, Sundays and legal holidays) from receipt of the Formal Written Protest. The Chairman of the Dispute Committee shall ensure that all affected parties may make presentations and rebuttals, subject to reasonable time limitations, as appropriate. The purpose of the informal hearing by the Dispute Committee, the protestor and other affected parties is to provide and opportunity: (1) to review the basis of the Protest; (2) to evaluate the facts and merits of the Protest; and (3) to make a determination whether to accept or reject the Protest.

Once a determination is made by the Dispute Committee with respect to the merits of the Protest, the Dispute Committee shall forward to the Board of County Commissioners its recommendations, which shall include relevant background information related to the procurement.

Upon receiving the recommendation from the Dispute Committee, the Board of County Commissioners shall conduct a hearing on the matter at a regularly scheduled meeting. Following presentations by the affected parties, the Board shall render its decision on the merits of the Protest.

If the Board's decision upholds the recommendation by the Dispute Committee regarding the award, and further finds that the Protest was either frivolous and/or lacked merit, the Board, at its discretion, may assess costs, charges, or damages associated with any delay of the award, or any costs incurred with regard to the protest. These costs, charges or damages may be deducted from the security (bond or letter of credit) provided by the contractor/vendor/firm. Any costs, charges or damages assessed by the Board in excess of the security shall be paid by the protesting contractor/vendor/firm within thirty (30) calendar days of the Board's final determination concerning the award.

All formal bid/proposal solicitations shall set forth the following statement:

"FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIMEFRAMES AS PRESCRIBED HEREIN AND ESTABLISHED BY LEE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS."

7. **PUBLIC ENTITY CRIME**

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

8. **QUALIFICATION OF PROPOSERS** (unless otherwise noted)

Proposals will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Proposers shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject proposals where evidence submitted or investigation and evaluation indicates an inability of the proposer to perform.

9. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

10. **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

11. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any proposal and a part of these specifications that the submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this proposal, to any other governmental entity.

12. **COUNTY RESERVES THE RIGHT**

a) **Any Single Large Project**

The County, in its sole discretion, reserves the right to separately proposal any project that is outside the scope of this proposal, whether through size, complexity, or dollar value.

b) **Disadvantaged Business Enterprises (DBE's)**

The County, in its sole discretion, reserves the right to purchase any of the items in this proposal from a Disadvantaged Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

The County further reserves the right to purchase any of the items in this proposal from DBE's to fulfill the County's stated policy toward DBE's.

c) **Anti-Discrimination**

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to insure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

13. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

14. **DRUG FREE WORKPLACE**

Whenever two or more proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

15. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the proposal response. This information may be accepted after opening, but no later than 10 calendar days after request.

16. **TERMINATION**

Any agreement as a result of this proposal may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

The Procurement Management Director may immediately terminate any agreement as a result of this proposal for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a formal proposal without the County's mutual consent during the contract period shall be barred from further County procurement for a period of 180 days. The vendor may apply to the Board of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Procurement Management.

17. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a proposal are subject to public disclosure and will **not** be afforded confidentiality.

18. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, 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 for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

19. **INSURANCE (AS APPLICABLE)**

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

20. **CONFLICT OF INTEREST**

All firms are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22:

The County is prohibited from soliciting a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.

And:

A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary contractor/consultant or a prominent member of the team, cannot be selected or retained, as the primary contractor/consultant or a named member of the contracting/consulting team, to perform project design, engineering, or construction services for subsequent phase s or scopes of work for this project. Pursuant to FS. S. 287.057(17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.

Should your response be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the submittal from consideration for this project.

21. **COUNTY INTERPRETATION/ADDENDA**

No interpretation or clarification of the meaning of the plans, specifications, or other contract documents will be binding if made to any BIDDER orally. Every such request must be in writing, addressed to the Lee County Division of Procurement Management and **received no later than seven calendars days prior to the bid opening date.**

All such interpretations, any supplemental instructions and/or any modifications to the Bidding Documents deemed advisable by the COUNTY will be issued as a written Addendum and made available to all known BIDDERS through the COUNTY's Web Site, not later than five calendar days (excluding Saturdays, Sundays and Holidays), prior to the bid opening date. Questions will not be accepted during the last seven days prior to bid opening date, unless otherwise specified by the Lee County Division of Procurement Management Office. All Bidders should check the COUNTY'S Web Site or contact the COUNTY'S Division of Procurement Management Office at least five calendar days before the bid receiving date to verify information regarding Addenda. Failure to do so may result in rejection of the bid as non-responsive. Bidder shall acknowledge receipt of all Addenda by COUNTY'S Web Site at www.leegov.com/procurement. It is the sole responsibility of the BIDDER to ensure he/she obtains information related to Addenda. All Addenda shall become part of the Contract Documents.

22. **CONTRACTOR/SUB-CONTRACTOR RELATIONSHIP**

The prime contractor on a project may not also be listed as a sub-contractor to another firm submitting a proposal for the same solicitation. Should this occur, all responses from the involved/named firms will be considered non-compliant and rejected for award. Sub-contractors may be listed on multiple proposals for the same solicitation.

LEE COUNTY, FLORIDA
PROPOSAL FORM
FOR
WATER QUALITY MONITORING PROGRAM
FOR THE
LEE COUNTY SOLID WASTE DIVISION

DATE SUBMITTED: _____

VENDOR NAME: _____

TO: The Board of County Commissioners
Lee County
Fort Myers, Florida

Having carefully examined the “General Conditions”, and the “Detailed Specifications”, all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

The undersigned acknowledges receipt of Addenda;

No. One: _____ No Two: _____

No Three: _____ No Four: _____

TO BE STARTED WITHIN _____ CALENDAR DAYS AFTER RECEIPT OF AWARD AND CONTRACT NUMBER.

Proposers should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the proposal may be grounds to reject the proposal.

Are there any modifications to the proposal or specifications?

Yes _____ No _____

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the proposer being declared nonresponsive or to have the award of the proposal rescinded by the County.

MODIFICATIONS:

Proposer shall submit his/her proposal on the County's Proposal Price Form, including the firm name and authorized signature. Any blank spaces on the Proposal Price Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on Lee County's Form may result in the Proposer/Proposal being declared non-responsive by the County.

ANTI- COLLUSION STATEMENT

THE BELOW SIGNED PROPOSER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS PROPOSAL WITH OTHER PROPOSERS AND HAS NOT COLLUDED WITH ANY OTHER PROPOSER OR PARTIES TO A PROPOSAL WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE).

FIRM NAME _____

BY (Printed): _____

BY (Signature): _____

TITLE: _____

FEDERAL ID # OR S.S.# _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE/PAGER NO.: _____

DUNS#: _____

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER: _____

E-MAIL ADDRESS: _____

DISADVANTAGED BUSINESS ENTERPRISE (DBE): _____ Yes _____ No

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
WATER QUALITY MONITORING PROGRAM
FOR THE
LEE COUNTY SOLID WASTE DIVISION**

SCOPE

This Scope of Work requires the Contractor to perform all field inspection, measurement, and testing where required, and collect all samples, including QA/QC blanks, conduct all laboratory analyses the Contractor is certified to perform or, for those analyses the Contractor is not certified to perform, subcontract such analyses to a certified laboratory, document all field and laboratory activities, and prepare reports for submittal to the Lee County Solid Waste Division (LCSWD) all in accordance with the Florida Department of Environmental Protection (FDEP), the of Health (DOH), the National Environmental Laboratory Conference (NELAC) Standards, and other applicable regulations, rules, guidelines, and/or standard operating procedures, including quality assurance/quality control (QA/QC) methods for water quality sampling and analyses, and as outlined in the Scope of Work.

The Scope of Work also requires the Contractor to supply all equipment, including transportation, instrumentation, sampling devices (e.g., pumps), sampling accessories, and labor needed to successfully complete the sampling and testing activities outlined in the Scope of Work. The Contractor is responsible for informing himself as to the nature and location of the work, the character, quality and quantity of the samples to be collected, the facilities and matrices from which the samples are to be collected, the general and local conditions and/or hazards they may encounter, the type of equipment and facilities needed to execute the work; and all other matters that can in any manner affect the performance of the work

All proposals must be made on the basis of the specification contained herein.

Proposer is required to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond.

TECHNICAL SPECIFICATIONS

Technical Specifications are attached to this solicitation package, further detailing the requirements of the contract. It is the firm's responsibility to read and understand these requirements and incorporate them into the responses to the criteria if and where appropriate.

COUNTY INTERPRETATION/ADDENDA

No interpretation or clarification of the meaning of the proposal documents will be binding if made to any Proposer orally. Every such request must be in writing, addressed to **Amy Hofschneider @ ahofschneider@leegov.com**, and received no later than **December 28, 2015 @ 2:00PM**.

BASIS OF AWARD

The basis of award will be the number one ranked proposal as recommended by the selection committee and approved by the Board of County Commissioners.

RESPONSE REQUIREMENTS AND FORMAT OF THE PROPOSAL

In an effort to maintain manageable file sizes, contractors should limit pictures, drawings, or graphs.

To achieve a uniform review process and obtain the maximum degree of consistency to objectively evaluate all proposals, it is required that the proposals be organized in the manner specified below.

Proposals shall be of any length necessary to convey the qualifications and experience of the Contractor and shall be prepared such that the evaluation committee can assess the Contractor's ability and commitment to performing the work identified in the Scope of Work. Proposals not organized by the sections shown, not containing the information specified in each section, or not containing sufficient detail may receive a lower rating.

Cover Page

Company Information –
 Firm Name
 Contact Person
 Responsible Office Address
 Telephone Number
 Fax Number
 E-mail Address

Clearly identify the contents of the proposal by including a standard Table of Contents that identifies the sections by page number and identifies, by number and contents, each of the attachments, which are required to transmit the numerous submittals requested in an organized manner.

Each section should be clearly labeled, with pages numbered.

Tab One – Criteria 1 - Organization and Key Personnel

Tab Two – Criteria 2 - Qualifications and Experience

Tab Three – Criteria 3 - Project Approach

Tab Four – Criteria 4 - Cost

Tab Five - Other Required Documents-

Proposal Form
 Signed Anti- Collusion Statement
 Typed Schedule of Values
 Affidavit Principle Place of Business
 Disadvantage Business Enterprises Participation Form
 Affidavit Certification Immigration

EVALUATION PROCESS AND SELECTION CRITERIA

Proposals will be evaluated by selection committee consisting of county staff on the basis of the proposer's response to all requirements in this RFP. Proposals will then be scored based upon established criteria, which have been weighted to measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each proposal, and the proposals will be rank in order based upon the contractor's submitted qualifications. The overall highest point score is 100.

Contract award shall be made to the number one ranked proposer. Please note, however, that the listing of fees as an evaluation criterion does not require the County to select the Proposer with the lowest fee proposal.

Lee County reserves the right to reject any and all proposals at any time, unconditionally without cause, and to waive informalities and irregularities in proposals received; and, to re-solicit for proposals if necessary. Any of these rights may be exercised by Lee County before or after receipt and evaluation of proposals, or completion of interviews.

In Addition to the requested information listed under Submission of Letters of Interest, Section B, firms should address the following in their submittal

CRITERIA 1-Organization and Key Personnel - (Maximum Points 15)

Executive Summary

In a brief but concise statement describe your firm's understanding of the work to be performed and why your organization is specifically qualified and/or equipped to perform the work. Provide the name(s) of the person(s) who are authorized to make representations for your firm, their title(s), address and telephone number.

This letter should be signed by a corporate officer duly authorized to sign and enter into an agreement within the State of Florida.

Organization

- Describe your firm's main line of business and, provide the firm's mission statement. Identify the firm's objectives if not clearly stated in the mission statement. Explain the firm's structure and how it will support the project team.
- Summarize your firm's and/or project team's qualifications and experience by briefly describing all environmental monitoring and/or environmental monitoring programs or projects your origination has performed, including the approximate date and duration of each project, that sufficiently demonstrate the teams capabilities to successfully execute this project in accordance with the scope of work.
- For firms that will utilize subcontract laboratories or other subcontractors such as consultants, identify the subcontractor(s) on the appropriate organization chart(s) and show their reporting relationships within the project team and/or the organization. Provide the name, physical address, business type, and contact name and telephone number of all subcontractors proposed to be on the project team.

Key Personnel

- Provide an organization chart for the company which identifies the project team and/or team members and shows their relationships to project and non-project team members within the organization. Describe the project team's responsibilities and duties to the organization as a whole, or those that are not directly related to the work of the project team.

Submittal Criteria (Criteria 1):

1. Provide company and project team organization charts showing the required information.
2. Provide a list of subcontractors including laboratories and/or consultants that will be used to perform the work outlined in this Scope of Work. For each subcontractor and/or consultant proposed for the project team, provide the following where applicable:
 - a. Provide the name, physical address, business type, and contact name and telephone number of any subcontractors that will be used to perform work under this Scope of Work.
 - b. Identify the specific testing and/or parameters and the corresponding Test Methods, matrix category group(s) and underlying categories that each subcontractor will perform under this Scope of Work.
 - c. For each subcontract laboratory that will perform analyses under this Scope of Work, indicate the approximate percentage of analyses required by this Scope of Work that will be performed by the subcontract laboratory.

CRITERIA 2-Qualifications and Experience (Maximum Points 30)

Provide a minimum of three examples that directly relates to the team's qualifications for performing the work required in this project. Describe all field sampling and/or monitoring, including the matrix types, specific testing, and/or sample handling experience of the organization, and describe the team's experience managing environmental monitoring programs. Provide sufficient detail to demonstrate your firm's ability to successfully implement and manage this project with minimal oversight and direction once the project specifics are clearly outlined.

Identify any unique aspects of your organization, your project team and/or the team members, including special skills or equipment that will be used to ensure successful performance of the project work and any other information that demonstrates your understanding of the project and your capabilities for successfully performing the Scope of Work. Describe your organization's and/or team's experience, if any, working with the regulatory agencies and/or programs especially those identified in the Scope of Work. This may include participating in rulemaking workshops, providing relevant comments on proposed rules and/or rule revisions, especially where such comments are well-received, specifically responded to and/or incorporated into subsequent draft and/or final rules, assisting with testing of new or updated versions of agency developed and regulatory required software or programs, e.g., ADaPT, and similar activities which are directly related to the project work. Related proficiencies and skills not required by the Scope of Work but which may contribute to the success of the project should be identified and described, with examples given of how these skills will be specifically utilized in performing the work in this project.

Certifications: The Contractor's laboratory and all subcontract laboratories that will perform testing required by the Scope of Work shall hold National Environmental Laboratory Accreditation Program (NELAP) certification from the Florida Department of Health's Environmental Laboratory Certification Program (DOH ELCP) in all matrix category groups and the underlying categories as necessary to perform the analyses identified in the Scope of Work. The matrix category groups, which are outlined in Chapter 64E-1, Florida Administrative Code (F.A.C.), Certification of Environmental Testing Laboratories, include, but are not limited to, Drinking Water, Non-Potable Water (which includes ambient monitoring of surface water and groundwater) and Solid and Chemical Materials. The categories within the matrix category groups, which are also outlined in Chapter 64E-1, F.A.C., include, but are not limited to, Microbiology, Primary Inorganic Contaminants, Secondary Inorganic Contaminants, Radiochemistry, Synthetic Organic Contaminants, Dioxin, Other Regulated Contaminants (e.g., Volatile Organic Contaminants), Groups I, II and III Unregulated Contaminants, Metals, General Chemistry, Extractable Organics, and Pesticides-Herbicides-PCB's.

In accordance with Chapter 64E-1, F.A.C., the Contractor's laboratory shall maintain analytical performance, including keeping required records and complying with required laboratory report format and content, in accordance with the NELAC Standards for the analyses and test methods for which they are certified and are required by the Scope of Work. The Contractor's laboratory shall maintain a Quality Manual containing all of the information required in by the NELAC Standards and all records or documentation required to demonstrate compliance with the NELAC Standards at all times. Such records shall include copies of on-site laboratory inspections conducted for the Fields of Accreditation for which the laboratory is certified for and all certifications issued by DOH ELCP which are required to perform the work outlined in the Scope of Work. The Contractor's laboratory shall participate in a proficiency testing program meeting the requirements of Chapter 64E-1, F.A.C., and shall successfully analyze proficiency samples in two of the most recent three testing rounds attempted as required.

Certifications and all activities or testing required to maintain the Certifications required for the work outlined herein shall be secured and paid by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work. If the Contractor performs any work knowing it to be contrary to applicable laws, ordinances, rules, and regulations, he shall bear all costs arising from the performance of that work.

Submittal Criteria (Criteria 2):

1. Provide copies of all current certifications (DH 1697, Environmental Testing Laboratory Certificate, which includes the Laboratory Scope of Accreditation) for the current fiscal year which runs from July 1 through June 30 demonstrating that each of the Contractor's laboratory or laboratories identified above which will perform analyses under this Scope of Work hold the required certification(s) from the DOH ELCP and is/are properly certified to analyze the parameters and/or groups of parameters required by the Scope of Work. Indicate the length of time each certification has been held. Identify the certifications not held by the laboratory but which are required for the analyses required under the Scope of Work and indicate how the required analyses will be performed (i.e., subcontract laboratory).
2. Provide a copy of the Quality Manual containing the information required by Sections 5.4.2.3 and 5.4.2.4 of the NELAC Standards for the Contractor's laboratory or laboratories that will perform analyses under this Scope of Work.
3. Provide copies of the two most recent DOH Performance Evaluations of the Contractor's laboratory or laboratories that will perform analyses under this Scope of Work.

4. Provide the two most recent DOH Audits or Assessments of the Contractor's laboratory or laboratories that will perform analyses under this Scope of Work. For any deficiencies noted by DOH, submit a copy of the Plan of Correction submitted to the DOH for each deficiency and provide documentation that the Plan of Correction has been implemented in accordance with the Plan of Correction submitted to the DOH.
5. Identify at least three (3) current or previous municipalities, counties or state governments that are or have been clients, the length of time they are or were clients and specific services provided to them. Include the name and telephone number of a contact person for each client. The LCSWD will utilize this information to verify references.
6. Provide a sample analytical report (hard copy) which includes all relevant and required sample and analytical data along with a sample CD containing the analytical data from the sample report and all relevant and required sample information in the FDEP required electronic report format, i.e., ADaPT. The sample CD shall be clearly labeled with its contents and relationship to the accompanying sample report.
7. Submit the information identified in items 1 through 4 above and provide a minimum of 2 references for each subcontract laboratory that will perform analyses under this Scope of Work.
8. Provide resumes for all project team members. Also provide copies of any relevant or applicable certifications for field sampling technicians on the project team.

CRITERIA 3-Project Approach/Implementation (Maximum Points 20)

- A. Incorporating any of the information provided in the proposal, formulate a narrative statement describing your organization's approach and commitment to the project and explain why your organization should be selected to perform the work. Discuss your organization's resources, proficiencies, procedures and/or protocols that will be used to perform the project work including QA/QC methods and/or staff training to provide accurate, reliable, and consistent field and laboratory results and how they will benefit the LCSWD. Include any 'value-added' features of your organization, which may include specific field testing and/or sampling equipment, highly experienced staff, specialized monitoring and/or reporting software, cross-training and/or specific experience your organization has and/or will provide that will lead to successful management of the program and may reduce environmental monitoring costs.
- B. Discuss the proximity of your office/laboratory or laboratories and any subcontract laboratories, if any are proposed, to the LCSWD facilities and any major equipment suppliers and what impact, if any, the proximities will have on your organization's performance of the work.

Specifically address, based on the locations identified and the project team members identified previously, your organization's ability to provide unscheduled and/or emergency sampling services, including necessary sampling containers, equipment and qualified technicians, with minimal advance notice by the LCSWD Project Manager.

Submittal Criteria (Criteria 3):

In addition to the requested information in A and B above, see items listed below.

1. Provide a list of the field (sampling) equipment, e.g., sampling pumps, field meters, etc., that will be used to perform work under the Scope of Work. For equipment or portions of the equipment that come into contact with the sample, specify the materials of construction which shall adhere to the requirements outlined in FDEPs SOPs.
2. Identify and explain how your firm will streamline and/or fast track the execution of the work while maintaining field and laboratory performance within the standards of the regulatory agencies.
3. Identify and describe protocols or procedures to perform the work more efficiently or effectively i.e. innovative scheduling and/or scheduling and/or staffing, to streamline project execution and reduce cost to the County.
4. Provide specific examples where such features of your organization have produced measurable benefits to current and/or past clients, including but not limited to reducing laboratory turn-around time, county project costs, etc.

CRITERIA 4-Cost (Maximum Points 35)

Schedule of Values: Complete the Schedule of Values (SOV) Required Pricing provided herein which was based on one full year of monitoring and the maximum number of monitoring locations and events per matrix type per year. Proposed unit prices Option A (SOV) Section II, for the individual parameters listed in the SOV shall be based on the appropriate FDEP/DOH approved Test Methods for which the Contractor's and/or Subcontract Laboratory or Laboratories possess valid Certifications as specified in Criteria 3 which will be used to analyze the parameters listed in the SOV. Provide 'unit' prices for individual parameters and/or groups of parameters listed in the SOV.

Point's distribution for pricing will be based on the following formula;

The proposer with the lowest price proposal (required Pricing) will be awarded the maximum score of listed above. All other proposals will be scored according to the following formulas: (lowest price proposal/proposal's price proposal) (x) maximum points Score for example, the maximum score available for price is 35.

i.e. If the lowest price proposal of \$ 160,000.00 will receive points calculated as follows;

$\$ 150,000.00 / \$ 160,000.00 = .9375 - .9375 \times 35 = 32.81$ points Awarded *(example only)*

Note: Schedule of Values has been provided in MS Excel and should be submitted as both an original hard copy and unlocked MS Excel on CD Rom or Flash drive. (See General Conditions- Submission of Proposal, section 1a; 5.ii. bullets 3 and 4)

TERM OF AWARD

If awarded, the terms of this solicitation shall be in effect for one year. The County reserves the right to renew this quote (or any portion thereof) and to negotiate lower pricing as a condition for each renewal, for up to four additional one-year periods, upon mutual agreement of both parties and, except as to lower pricing, under the same terms and conditions.

CONSUMER PRICE INDEX ADJUSTMENT

At the County's sole discretion, the contract price quoted for this service may be increased annually on the first of October. If granted, this increase would be based on the July Consumer Price Index for U.S. City Average, Wage and Clerical Workers, All Items, as published by the Bureau of Labor Statistics, Southeastern Regional Office as of the month of July for that year. Lee County will notify the vendor of the increase amount if granted. This increased amount would begin with the billing for the month of October.

CPI adjustment will not be offered within the first year of this annual contract.

MAJOR BREAKDOWNS/NATURAL DISASTERS

Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access twenty-four hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.

Lee County reserves the right to purchase the product or service listed in this quotation elsewhere in an emergency situation.

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for all County departments. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your solicitation package. It must be signed and notarized. Failure to include this affidavit with your response will delay the consideration and review of your submission; and could result in your response being disqualified.

AGREEMENTS/CONTRACTS

The awarded vendor will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://sp.leegov.com/procurement/forms>

REQUIRED PRICING
WATER QUALITY MONITORING

SCHEDULE OF VALUES-SECTION I

(Referenced Tables are in the Appendix noted)

LEE/HENDRY LANDFILL WATER QUALITY MONITORING

A. FDEP Landfill Permit Required Ground Water Monitoring Program – Appendix A

Instructions: Price Monitoring (Sampling and Testing) Activities as Indicated Below

	<u>'Unit' Price</u>	<u>Quantity</u> <u># Locations</u>	<u>freq./yr</u>	<u>Cost</u>
a. Inspect and Measure Water Levels in Ground Water Monitoring (GWM) Wells Listed in Tables A.1 and A.2				
Shallow	\$ _____	21	2	\$ _____ 0
Deep	\$ _____	15	2	\$ _____ 0
b. Purge Wells, Measure Field Parameters Listed in Table A.3 and Collect Samples from GWM Wells				
Shallow	\$ _____	21	2	\$ _____ 0
c. Analyze Groundwater Samples for Laboratory Parameters in Table A.3				
Shallow	\$ _____	21	2	\$ _____ 0
d. Analyze Ground Water Samples for Appendix I of 40 CFR Part 258 Parameters Listed in Table A.3				
Shallow	\$ _____	21	2	\$ _____ 0
TOTAL COST (Item A)				\$ _____ 0

B. FDEP Ash/Class III Landfill & MSGP Permit Required Surface Water Monitoring Program –Appendix B

	<u>'Unit' Price</u>	<u>Quantity</u> <u># Locations</u>	<u>freq./yr</u>	<u>Cost</u>
B.1 FDEP Ash/Class III Landfill Permit Monitoring				
a. Collect Surface Water Sample from DS-1 Identified in Table B.1 and Measure Field Parameters Listed in Table B.2	\$ _____	1	2	\$ _____ 0
b. Analyze Surface Water Samples for the Laboratory Parameters Listed in Table B.2	\$ _____	1	2	\$ _____ 0
c. Analyze Surface Water Samples for the Parameters Referenced in Table B.3 and Listed in Table A.3 of Appendix A (40 CFR Part 258, Appendix I)	\$ _____	1	2	\$ _____ 0
Subtotal Cost (Item B.1)				\$ _____ 0
B.2 Landfill MSGP Monitoring				
a. Collect Surface Water Samples from DS-1, -2, and -3 Identified in Table B.1 LCSWD likely to sample but include price for estimate	\$ _____	3	4	\$ _____ 0
b. Analyze Surface Water Samples for Parameters Listed in Table B.3	\$ _____	3	4	\$ _____ 0
Subtotal Cost (Item B.2)				\$ _____ 0
TOTAL COST (Item B)				\$ _____ 0

C. FDEP Injection Well Permit Required Ground Water Monitoring Program - Appendix C

	<u>'Unit' Price</u>	<u>Quantity</u> <u># Locations</u>	<u>freq./yr</u>	<u>Cost</u>
a. Measure Field Parameters Listed in Table C.2 and Collect Samples from UZMW-1 and LZMW-1 (IW GWM Wells) Identified in Table C.1	\$ _____	2	12	\$ _____ 0
b. Analyze Groundwater Samples for Monthly Laboratory Parameters Listed in Table C.2 <i>Note: 8 monthly events since quarterly list includes monthly list (12 mos - 4 mos/quarterly samples) = 8 mos</i>	\$ _____	2	8	\$ _____ 0
c. Analyze Groundwater Samples for Quarterly Laboratory Parameters Listed in Table C.3	\$ _____	2	4	\$ _____ 0
TOTAL COST (Item C)				\$ _____ 0

D. FDEP IW Permit Required Leachate Monitoring Program - Appendix D

	<u>'Unit' Price</u>	<u>Quantity</u> <u># Locations</u>	<u>freq./yr</u>	<u>Cost</u>
a. Sample Leachate at Injectate Pond Inlet or Source Identified in Table D.1	\$ _____	1	12	\$ _____ 0
b. Analyze Leachate (Injectate) Sample for Monthly Parameters Listed in Table D.2	\$ _____	1	12	\$ _____ 0
c. Analyze Leachate (Injectate) Sample for Annual Parameters Identified by Group in Table D.3 (Primary and Secondary Drinking Water Parameters)	\$ _____	1	1	\$ _____ 0
TOTAL COST (Item D)				\$ _____ 0

E. FDEP/DOH Required Landfill Potable Water System (PWS) Monitoring Program - Appendix E

	<u>'Unit' Price</u>	<u>Quantity</u> <u># Locations</u>	<u>freq./yr</u>	<u>Cost</u>
a.1. Sample 1 Distribution Point in O & M Building Potable Water System (PWS) as Identified in Table E.1 Annually	\$ _____	1	1	\$ _____ 0
a.2. Sample 1 Distribution Point in Compost Facility PWS as Identified in Table E.1. Quarterly	_____	1	4	\$ _____ 0
b.1. Analyze O & M Building PWS Sample Annually for Parameters Listed in Table E.2	\$ _____	1	1	\$ _____ 0
b.2. Analyze Compost Facility PWS Sample Quarterly for Parameters Listed in Table E.2	\$ _____	1	4	\$ _____ 0
TOTAL COST (Item E)				\$ _____ 0

F. Non-FDEP Required Surface Water Monitoring Program (Duda Agreement) – Appendix F

	<u>'Unit' Price</u>	<u>Quantity</u> <u># Locations</u>	<u>freq./yr</u>	<u>Cost</u>
a. Collect Surface Water (SW) Samples From DS-1, DS-2 and DS-3 Identified in Table F.1	\$ _____	3	4	\$ _____ 0
b. Analyze SW Samples for Quarterly Parameters Listed in Table F.2.1 (short List) <i>Note: 3 quarterly events because annual or long list includes parameters in quarterly or short list</i>	\$ _____	3	3	\$ _____ 0
c. Analyze SW Samples for Annual Parameters Listed in Table F.2. 2 (long list)	\$ _____	3	1	\$ _____ 0

TOTAL COST (Item F)				\$ _____ 0
----------------------------	--	--	--	-------------------

G. Non-FDEP Required Leachate Monitoring Program (CFM and LCU Discharge Permits) Appendix G

	<u>'Unit' Price</u>	<u>Quantity</u> <u># Locations</u>	<u>freq./yr</u>	<u>Cost</u>
a. Collect Leachate Samples from Ponds* Listed in Table G.1 (must schedule with CFM & LCU) <i>*Price for sampling 6 ponds quarterly (CFM) and bi-annually (LCU)</i>	\$ _____	6	6	\$ _____ 0
b. Analyze Leachate Samples for Quarterly Parameters Listed in Table G.2 (CFM Permit)	\$ _____	6	4	\$ _____ 0
c. Analyze Samples for Bi-Annual Parameters Listed in Table G.3 (LCU Permit)	\$ _____	6	2	\$ _____ 0

TOTAL COST (Item G)				\$ _____ 0
----------------------------	--	--	--	-------------------

TOTAL LANDFILL WATER QUALITY MONITORING COSTS (Items A - G)				\$ _____ 0
--	--	--	--	-------------------

SOLID WASTE ENERGY RECOVERY FACILITY (SWERF) WATER QUALITY MONITORING

H. FDEP SWERF Permit (Conditions of Certification) Required Ground Water Monitoring Program – Appendix H

	<u>'Unit' Price</u>	<u>Quantity</u> <u># Locations</u>	<u>freq./yr</u>	<u>Cost</u>
a. Inspect Ground Water Monitoring (GWM) Listed in Table H.1 and Measure the Water Levels				
Shallow	\$ _____	6	2	\$ _____ 0
Deep	\$ _____	6	2	\$ _____ 0
b. Purge GWM Wells, Measure Field Parameters Listed in Table H.2 and Collect GW Samples from Shallow GWM Wells Only				
Shallow	\$ _____	6	2	\$ _____ 0
c. Analyze Groundwater Samples for Laboratory Parameters Listed in Table H.2				
Shallow	\$ _____	6	2	\$ _____ 0
TOTAL COST (Item H)				\$ 0

I. FDEP SWERF MSGP Required Surface Water Monitoring Program –Appendix I

	<u>'Unit' Price</u>	<u>Quantity</u> <u># Locations</u>	<u>freq./yr</u>	<u>Cost</u>
a. Collect Surface Water Samples from CS-1 Identified in Table I.1				
<i>LCSWD likely to sample but include price for estimate</i>	\$ _____	1	4	\$ _____ 0
b. Analyze Surface Water Samples from CS-1 for Parameters in Table I.2				
	\$ _____	1	4	\$ _____ 0
TOTAL COST (Item I)				\$ 0

TOTAL SWERF WATER QUALITY MONITORING COSTS (Items H - I)	\$ 0
---	-------------

TOTAL WATER QUALITY MONITORING COSTS (ALL ITEMS)	\$ 0
---	-------------

Schedule of Values shall be all inclusive and include all shipping and delivery charges - including overnight delivery services as requested and required. No Additional charges on top of those offered will be considered or allowed.

OPTION A**WATER QUALITY MONITORING****SCHEDULE OF VALUES-SECTION II****Section II. Individual Parameters and/or Test Methods and Field Activity Pricing**

Instructions: Price Parameters*, Test Methods and/or Activities as Indicated Below

* Parameter pricing to be based on using FDEP/DOH approved Test Methods for which the laboratory holds current Certifications under the DOH Environmental Laboratory Certification Program

A. Field Parameters Pricing

Field Parameters	Price
Specific Conductivity	\$
Ph	\$
Dissolved Oxygen	\$
Turbidity	\$
Temperature	\$
Colors and sheens (by observation)	\$

B. Laboratory Parameters Pricing

Parameter	Price	Parameter	Price
Total Alkalinity (as CaCO ₃)		Molybdenum	
Aluminum		Nitrate + Nitrite	
Ammonia (un-ionized)		Nitrate	
Ammonia (Total) as N		Nitrite	
Ammonium		Odor	
Bicarbonate Alkalinity		Oils & Greases	
BOD		Organic Nitrogen	
Boron		Ortho phosphate	
Bromide		pH (lab)	
Calcium		Phenols	
Carbonate Alkalinity		Potassium	
Chloride		Radium 226	
Chlorophyll A		Radium 228	
COD		Redox	
Color		Sodium	
Cyanide		Sulfate	
Detergents/MBAs/Sufactants		Sulfide	
Fecal coliform		Titanium	
Fluoride		TKN	
Foaming Agents		TOC	
Gross alpha		Total coliform	
Hardness		Total Dissolved Solids	
Iron		Total Nitrogen	
Magnesium		Total Phosphate	
Manganese		Total Suspended Solids	
Mercury		Xylenes	

Major Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

**The required minimum limit of liability shown in a and b may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*



Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. **The certificate holder shall read as follows:**

**Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902**

- b. ***“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials” will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.***

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.



Lee County Ordinance No. 08-26
Local Bidder's Preference

AFFIDAVIT
PRINCIPAL PLACE OF BUSINESS

Principal place of business is located within the boundaries of Lee County.

Company Name: _____

Signature

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by _____ who has produced

(Print or Type Name)

_____ as identification.

(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

NOTE: This form must be signed by the person who will sign, or has signed the Proposal/Quote Form. This form will become part of the contract documents.

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ _____ MINORITY/ _____ WOMEN/ _____
(Check appropriate designation)

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____

EST. DOLLAR VALE OF PROPOSED WORK: _____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ _____ MINORITY/ _____ WOMEN/ _____
(Check appropriate designation)

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____

EST. DOLLAR VALE OF PROPOSED WORK: _____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ _____ MINORITY/ _____ WOMEN/ _____
(Check appropriate designation)

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____

EST. DOLLAR VALE OF PROPOSED WORK: _____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ _____ MINORITY/ _____ WOMEN/ _____
(Check appropriate designation)

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____

EST. DOLLAR VALE OF PROPOSED WORK: _____

TOTAL VALE OF ALL DBE/MINORITY/WOMEN SUBCONTRACT WORK: \$ _____

ESTIMATED TOTAL PERCENT (%) TO BE UTILIZIED: _____ %

CONTRACTOR NAME

SIGNATURE

DATE

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: _____ PROJECT NAME: _____

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature Title Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____ 20____, by _____ who has produced _____ (Print or Type Name) _____ as identification. (Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

TECHICAL REQUIRMENTS

1. Project Objectives

The Contractor will meet the following objectives of the water quality monitoring program through adherence to FDEP, DOH and NELAC requirements:

- Provide responsible, accurate, and timely project management, including providing timely notification of sampling events, performing proper sampling and field testing and documenting all activities as required, performing accurate laboratory analyses using approved Test Methods conducted by a properly certified laboratory, conducting required QA/QC activities, documenting all activities as required and providing complete, accurate, and timely laboratory reports. Where necessary in response to water quality results which exceed the FDEP's water quality standards contained in Rule 62-550, F.A.C., as identified by the LCSWD, schedule and perform confirmation sampling and testing within 1 week of notification from LCSWD.
- Provide all labor, equipment, and transportation, including that which can access remote field sites in rough terrain with the possibility of high water, supplies and instrumentation needed to successfully complete all sampling and analyses outlined in the Scope of Work.
- Provide functioning and properly maintained and calibrated equipment, including complete and accurate documentation of equipment maintenance and calibration as required by FDEP's Standard Operating Procedures for Field Activities, DEP-SOP-001/01 and Standard Operating Procedures for Laboratory Activities, DEP-SOP-002/01, March 1, 2014 (effective July 30, 2014), (hereafter referred to as DEP's SOPs) to perform the required field and laboratory analyses outlined in the Scope of Work.
- Perform sampling and associated field activities; including testing, sample collection and preservation in accordance with DOH, FDEP and/or NELAC approved methodologies and Standards as identified in the laboratory's Quality Manual and Standard Operating Procedures and in conformance with DEP's SOPs.
- Perform laboratory analyses and associated laboratory activities including QA/QC requirements and documentation in accordance with DOH, FDEP and NELAC approved methodologies and Standards as identified in the laboratory's Quality Manual and Standard Operating Procedures and in conformance with DEP's SOPs.
- Maintain Certifications issued by the Florida Department of Health Environmental Laboratory Certification Program (DOH ELCP) for all analyses performed and for all Test Methods used to conduct all analyses required by the Scope of Work.
- Perform and maintain accurate and complete documentation and recordkeeping of all field procedures and laboratory activities, including all analytical data and associated quality assurance documentation, in accordance with DOH, FDEP, and NELAC requirements, including DEP's SOPs.
- Ensure appropriate and reliable field measurement data and laboratory analytical data are developed by adhering to the minimum field and laboratory quality assurance methodologies of NELAC available at: <http://www.nelac-institute.org/index.php>, and the FDEP as defined in Chapter 62-160, F.A.C., Quality Assurance.
- Provide complete and accurate laboratory data reports containing all required field measurements and parameters, sampling logs and/or notes as appropriate, copies of properly completed Chain of Custody forms, laboratory analytical results with data qualifiers as required, laboratory Methods used, including Method Detection Limits, and all associated QA/QC information such as quality control blanks for all monitoring activities, including non-FDEP required monitoring, in accordance with Chapter 5 of the NELAC Standards for laboratory report format and content requirements and the applicable FDEP Regulations and Standard Operating Procedures. Reported results which were not generated in accordance with NELAC Standards, shall be flagged and an explanation as to why the results that were not generated in accordance with NELAC Standards shall be included in the report.

Provide water quality monitoring reports, e.g., laboratory analytical reports and corresponding sampling documentation, for the monitoring performed pursuant to a Solid Waste Permit or regulation and/or as specified by the LCSWD in hard copy and electronic format. The laboratory and field data shall be prepared for submittal to the FDEP Solid Waste Program as Electronic Data Deliverables (EDD), consisting of the Laboratory EDD and the Field EDD, compatible with the FDEP required software identified as Automated Data Processing Tool (ADaPT). A copy of the ADaPT software with installation instructions and EDD specifications can be downloaded from the following website: <http://www.dep.state.fl.us/waste/ADaPT/default.htm>. The Contractor must adhere to the process requirements for submitting data to the FDEP as specified by the ADaPT User Guide and related documents which can be downloaded from the following website: ftp://ftp.dep.state.fl.us/pub/WACS-ADaPT/ADaPT_DWM_User_Guide.pdf.

- The Contractor must validate the QA/QC aspects of the Laboratory EDD by processing it through ADaPT using both their laboratory specific library and the FDEP's Solid Waste Master library and correct all critical errors and explain all non-critical errors prior to submittal to the LCSWD and/or the FDEP. The Contractor must also process the Field EDD through ADaPT using the FDEP's Solid Waste Master Library and correct all critical errors and explain all non-critical errors prior to submittal to the LCSWD and/or the FDEP. As a completeness check, the Contractor must process both the Laboratory EDD and the Field EDD through ADaPT and confirm a successful export prior to submitting the Laboratory EDD, Field EDD and ADaPT error log(s). The Contractor shall monitor the FDEP's ADaPT website for updates and changes to the ADaPT software, data processing and reporting requirements and modify procedures accordingly. The Contractor shall utilize the latest version of the ADaPT software and adhere to the latest or most current FDEP requirements for data processing and reporting.
- Provide responsive program management by promptly responding to all calls, inquiries, and/or complaints within 24 hours or, if the call or other contact (email) occurs on the weekend or a holiday, during the first business day of the week.
- Provide long-term electronic storage of analytical data and associated quality assurance/quality control documentation. The FDEP Solid Waste Regulations require that all sampling and analytical data and associated QA/QC documentation generated pursuant to a Solid Permit or regulations be maintained for the design period of the landfill, which is typically 30 years or more. The Contractor will coordinate with the LCSWD to maintain all data and documentation generated pursuant to this Scope of Work and/or will transfer the electronic data and associated quality assurance/quality control documentation to LCSWD in an agreed upon format and media if so requested after 5 years or the end of the contract term(s).
- Provide the LCSWD with a means to retrieve historical analytical data from a secure web-based location in a commonly used file format such as Excel that can be downloaded to a separate electronic file during and subsequent to the contract term(s). If such a means is not available, propose an alternative for providing the LCSWD with historical analytical data for any monitoring location sampled and analyzed by the Contractor's laboratory under this Scope of Work.

2. Project Tasks

These program objectives will be met by the Contractor accomplishing the following tasks:

2.1 Program Management

The Contractor will manage the environmental monitoring program outlined in this Scope of Work by performing the following specific activities at a minimum:

- Meet with the LCSWD Project Manager as needed to discuss monitoring results, program progress, and to exchange information on technical questions, issues and/or concerns.

- Schedule work of the Contract's project team with the LCSWD Project Manager and third parties such as the FDEP, the City of Fort Myers (CFM) and/or Lee County Utilities (LCU) as necessary to provide timely and satisfactory performance of the field and laboratory activities in the Scope of Work with sufficient qualified staff. Routine sampling events shall be scheduled no later than 30 days prior to the start of the field work. Non-routine sampling events may be scheduled upon the request of the LCSWD, who will provide the Contractor with sufficient notice where possible.
- Monitor and coordinate sampling and analyses to ensure implementation of all QA/QC requirements and/or activities required by FDEP, DOH and NELAC.
- Monitor program schedule and budget and report progress and status to the LCSWD Project Manager as needed and/or within the timeframe specified by the LCSWD Project Manager as applicable.
- Monitor and keep abreast of all applicable Rules, Standards, and Standard Operating Procedures of the FDEP, DOH and NELAC that regulate the type of work performed under the Scope of Work. Inform the LCSWD Project Manager of changes to the previously identified rules, standards, and Standard Operating Procedures that affect the environmental monitoring program.
- Inform LCSWD Project Manager of any changes to the Contractor's subcontract laboratory and/or laboratories and forward all new and/or revised certifications held by the subcontractor's laboratory or laboratories performing analyses under the Scope of Work. The Contractor must prepare the required Contract Change Order and forward to the LCSWD Project Manager for execution before using a subcontract laboratory not identified in the Contract.
- Perform all required analyses using FDEP/DOH approved Test Methods which the laboratory is certified to perform as outlined in the Criteria in this Scope of Work.
- Perform all required analyses using FDEP/DOH approved Test Methods capable of achieving detection limits at or below the Groundwater Cleanup Target Levels (GCTLs) or the Freshwater Surface Water Cleanup Target Levels (SWCTLs) in Table I, Chapter 62-777, F.A.C. (except those listed in Table C of the "FDEP Guidance for the Selection of Analytical Methods and for the Evaluation of Practical Quantitation Limits", dated 10/12/2004) and the Maximum Contaminant Level (MCL) in Chapter 62-550, F.A.C., and/or Chapter 62-300, F.A.C., as applicable.
- Periodically review with the LCSWD Project Manager the approved Test Methods contained in the Laboratory's Quality Manual and/or Standard Operating Procedures and revise the referenced documents as necessary to maintain compliance with all applicable regulatory requirements.
- Advise the LCSWD Project Manager of changes to the approved Test Methods, including changes to the Method Detection Limits (MDLs) and the Practical Quantification Limits (PQLs), for analytical testing required in the Scope of Work. Test Methods proposed for use must be FDEP or DOH approved.
- Notify the LCSWD Project Manager if the laboratory is decertified for any chemical parameter, any Matrix Category Group or the category (chemical parameter or group) there under, including failing periodic proficiency evaluations required under the same. If this occurs, the Contractor shall provide LCSWD with a copy of the Plan of Correction submitted to the DOH to become recertified and identify the properly certified laboratory (subcontractor) which will perform the required parameter.
- Operate a computer data system that is compatible with the software program operated by Lee County (Excel and Access).
- Provide water quality monitoring data and reports in the FDEP specified electronic format, e.g., ADaPT files as described above, and meeting FDEP validation requirements as described above.

2.2 Requirements for all Water Quality Sampling

2.2.1 Scheduling, Notification, and Confirmation of Sampling Event

The Contractor shall schedule all sampling events outlined in this Scope of Work no later than 30 (calendar) days prior to the start of field work (e.g., sample collection). The Contractor shall coordinate sampling events with third parties as specified in the Scope of Work. If requested by the LCSWD Project Manager, the Contractor shall coordinate sampling events with the FDEP and/or other regulatory agencies to collect and/or split samples with such agencies if so directed. The Contractor shall provide written notification of each sampling event to the LCSWD Project Manager using a form developed and approved by the LCSWD Project Manager in accordance with the following requirements. The Contractor shall develop a notification form as outlined below and submit it to the LCSWD Project Manager for review and revision and/or approval within 2 weeks of the issuance of the Contract Notice to Proceed. The notification form shall identify the monitoring locations, number of and types of samples to be collected, the field activities and testing that will be performed, laboratory parameters and corresponding approved Test Methods to be used, the MDLs and the PQLs for each Method and/or parameter(s) within the Method and any other pertinent information applicable to the specific to the sampling event being scheduled and as required by this Scope of Work. The Contractor shall submit the written notification form to the LCSWD Project Manager at least 15 calendar days prior to the anticipated start of field work required for each sampling event. The LCSWD shall review the notification and confirm via email to the Contractor that the plan is acceptable as soon as possible but no later than 7 days before the start of field work.

2.2.2 Sampling Equipment

The Contractor shall supply all equipment needed for sampling and field monitoring, including pumps, dippers, sampling tubing, sample containers, and instruments, and shall select the appropriate equipment based on the sampling matrix, the analytes of interest, the preservatives to be used, and the approved Test Method. The Contractor shall adhere to DEP's SOPs for equipment cleaning and decontamination (per FC 1000), storage, and preventative and routine maintenance and shall conform to FS 1000, General Sampling Procedures, for selecting equipment and sampling containers based on the analytes to be tested and/or the Test Methods to be employed. The Contractor shall document all equipment cleaning and/or decontamination as outlined in FD 1000, Documentation Procedures. Sample containers shall be of virgin material suitable for the sample matrix, the preservatives to be used, and the parameters to be analyzed. Note that many materials of construction for sample containers and equipment are not suitable for volatile and extractable organics.

All costs for the shipping coolers, sample containers, all necessary equipment, sample collection, field parameter testing, and transport and/or shipping to and from the designated sites and laboratories will be the sole responsibility of the Contractor. The Contractor shall draw all samples, with the exception of those to be collected by LCSWD staff as identified in the Scope of Work. The Contractor shall pay delivery charges for samples shipped to the subcontract laboratory.

2.2.3 Quality Control Blanks

The Contractor shall prepare and/or collect the minimum required quality control blanks, including field, equipment and trip blanks, and duplicates, in accordance with DEP's SOP, specifically FQ 1000, Field Quality Control Requirements, perform the required laboratory analyses on the blanks, and report the results for the blanks along with the other analytical data from the sampling event. The Contractor shall preserve, transport, document and handle all quality control samples as if they were samples. Once quality control samples are collected, they must remain with the sample set until the laboratory has received them. The Contractor shall prepare all quality control samples, except for trip blanks, in the field in accordance with FQ 1000 and shall document all field quality control measures in the permanent field records. The laboratory shall perform dilutions as necessary and there shall be no additional charge for preparing and/or testing the dilutions.

2.2.4 Sample Collection

The Contractor shall follow the DEP's SOPs for sampling activities performed under the Scope of Work. Specifically, ground water sampling activities shall conform to FS 2200, Groundwater Sampling, of DEP's SOPs. Documentation of ground water sampling activities, including purging and field measurements to determine stabilization, must be performed and recorded on DEP Form FD 9000-24 provided in DEP's SOPs. The Contractor shall also perform the specific activities described in Paragraph 2.4.1.A.4 of this Scope of Work in accordance with the requirements of the referenced DEP SOP. The Contractor shall prepare a Chain of Custody as required for all samples collected under the Scope of Work. The Contractor shall adhere to the techniques for contamination prevention found in FS 1000 by always sampling the least contaminated location and/or background locations first and sampling the most contaminated location last. The Contractor shall always store and ship highly contaminated samples in a separate container from non-contaminated samples, e.g., background locations and blanks. The Contractor shall also collect samples in the order specified in FS 1002 of DEP's SOPs, based on the analyte group. The Contractor shall draw all samples, with the exception of those that may be collected by LCSWD staff as identified in the Scope of Work. On occasion, due to time constraints and/or unforeseen conditions, the LCSWD may collect samples outlined in the monitoring program in lieu of the Contractor and will submit them to the Contractor's laboratory for analyses. In the event this occurs, the LCSWD will inform the Contractor of this occurrence prior to bringing the samples to the laboratory. The Contractor will analyze the samples following the same protocols as if they had collected the samples but may note on the report that the LCSWD collected the samples.

2.2.5 Field Testing and Measurement

The Contractor shall perform the field testing activities outlined in the Scope of Work in accordance with the procedures found in FT 1000, General Field Testing and Measurement, and the specific SOPs FT 1100 through FT 3400 for the specific field parameter being measured. The Field Testing SOPs include the minimum calibration requirements for instruments and/or meters used to measure field parameters such as pH, specific conductivity, turbidity, and others as listed in FT 1000 of DEP's SOPs.

2.2.6 Sample Preservation

The Contractor is responsible for proper sample preservation. The Contractor shall properly preserve all samples 'immediately', which is defined as within 15 minutes of collection according to the requirements specified in FS 1000 of DEP's SOPs. The holding times listed in the above-referenced tables supersede any preservation techniques that might be discussed in individual analytical methods. Additionally, the Contractor shall conform to the requirements for containers, preservation techniques, and holding times specified in DEP's SOPs and/or in the approved Test Method to be used. The Contractor shall pack the samples for transport to avoid breakage.

2.2.7 Sample Custody and Tracking

Sample custody will follow the requirements of DEP's SOPs and the laboratory's approved Quality Manual and Standard Operating Procedures and will developed and maintain all required records and documentation to trace a sample from its point of origin through final report and sample disposal. The Contractor will label all samples with field identification numbers. A chain of custody (COC) record will accompany all sample documents. Copies of the COC and all field logs are to be submitted to the LCSWD as soon as possible after sampling is completed and shall also be included with the laboratory analytical report for each sampling event.

2.2.8 Sample Retention

All samples shall be retained for a minimum of 30 days after the final analytical results are submitted to LCSWD to assure that re-analysis is possible if requested by the LCSWD. If Contractor fails to retain sample for re-analysis for 30 days, there will be no charge to the County for re-sampling costs.

2.3 Requirements for Water Quality Analyses

2.3.1 Laboratory Analyses

The Contractor shall perform all analyses in accordance with the applicable and most current regulatory requirements as outlined in the Scope of Work and in their Quality Manual. The Contractor shall perform all required tests to the precision and accuracy required by the approved Test Method used. Test Methods to be used shall be FDEP/DOH approved and/or contained within the laboratory's Quality Manual and/or Standard Operating Procedures. The Contractor shall hold current valid certification from the DOH ELCP for each analyte required by the scope of work at the time such analyses are performed. The Test Methods identified in the Quality Manual and/or which are FDEP/DOH approved will be considered the 'approved methods' and the LCSWD has the right to refuse payment for analyses performed using any other Method unless first identified to and approved by the LCSWD Project Manager. All of the laboratory's activities, from the implementation of the laboratory's written sample acceptance policy, procedures for receiving samples and checking chemical and thermal preservation requirements, to performing specific analytical test methods, conducting quality control and quality assurance activities, and documenting all aforementioned activities shall be performed in accordance with the laboratory's Quality Manual and Standard Operation Procedures and the applicable regulatory requirements, including the NELAC Standards, FDEP rules and the DEP's SOPs.

2.3.2 Analytical Report Format

The Contractor shall provide the LCSWD with copies of all field reports and QA/QC documentation along with the analytical results report for each required water quality monitoring or sampling event. The results shall be submitted in the form of a laboratory report, contain the information required by Chapter 5 of the NELAC Standards and Rule 62-701.510(8)(a), F.A.C, and be prepared in accordance with the DEP requirements for processing and reporting electronic water quality data to the Solid Waste Program using the ADaPT software, including the following minimum information:

- Title of the report;
- The name and the address of the laboratory and contact person;
- The name and address of the client (LCSWD) and the project name;
- Description of, the condition of, and an unambiguous Identification of the sample(s), including the client identification code;
- The data of receipt of the sample(s), date and time of sample collection
- Analysis date;
- All analytical results, including peaks even if below maximum contaminant levels, including units of measurement and the reporting units;
- Applicable water quality standards;
- Quality assurance and quality control notations, i.e., data qualifiers;
- Each sample method's detection limits;
- STORET code number for all parameters;
- Name, title, and signature of the person authorizing the test report and the date of issue;
- Certifications that the test results meet all requirements of NELAC.

2.3.3 Documentation

The Contractor shall document all field and laboratory activities, including quality control activities, and all equipment related activities such as equipment preventative tasks, routine and non-routine maintenance, cleaning and decontamination. The Contractor shall document all activities performed and as required by FD 1000 of DEP's SOPs, including calibration of field-testing instruments, field measurements, and sample collection, preservation and transport. The Contractor shall perform all documentation required under FS 2200, Groundwater Sampling, as outlined therein and in FD 1000, including the data to be recorded during well purging. The Contractor shall complete Form FD 9000-24, Ground Water Sampling Log, for each ground water well sampled.

2.3.4 Data Retention

The successful laboratory shall be required to retain all data developed pursuant to the scope of work for a period of five (5) years or at the end of the contract term(s), at which time the data and all associated QA/QC records and documentation shall be transferred to the LCSWD Project Manager.

2.3.5 Reporting Deadlines

Standard turn-around time shall be no longer than 3 weeks, or 21 calendar days. The Contractor shall also provide a quicker turn-around time (TAT) if requested for an additional fee or surcharge. The Contractor shall specify the fee(s) for TAT of less than the standard TAT.

2.4 Program Specific Water Quality Monitoring Requirements

This section outlines the specific monitoring activities that are required to be performed during the execution of the Scope of Work. The Contractor shall perform all monitoring specified in the following sections to achieve the Project Objectives outlined in this scope of work. Specifically, the work shall be performed in accordance with the Contractor's approved Quality Manual, DEP's SOPs and all other relevant rules, requirements and standards of DOH, FDEP and NELAC pertaining to environmental sampling and analyses.

2.4.1 Lee/Hendry Landfill Water Quality Monitoring

A. FDEP Landfill Permit Required Ground Water Monitoring

The Contractor shall perform groundwater sampling and analyses in accordance with the previously identified requirements and, specifically, in accordance with Rule 62-701.510, F.A.C. Water Quality Monitoring Requirements, the FDEP Landfill Permits, and the requirements identified below. The FDEP Landfill Permits consist of the Class I Landfill Operation Permit No. 0130719-018-SO-01 issued on January 14, 2015 (hereafter referred to as the Class I Landfill Permit) and the Ash Monofill and Class III Solid Waste Landfill Operation Permit Nos. 0130719-013-SO/01 and 0130719-014-SO/T3 issued on April 3, 2013 (hereafter collectively referred to as the Ash/Class III Landfill Permit). Appendix 3 of both the Class I and the Ash/Class III Permits contain the approved Water Quality Monitoring Plans for the landfills.

1. Ground Water Monitoring Well Identification and Locations

Class I Landfill Permit: The Water Quality Monitoring Plan which is outlined in Appendix 3 of the Class I Landfill Permit includes eleven (11) shallow (water table aquifer) and twelve (12) deep (sandstone aquifer) ground water monitoring wells. The approved ground water monitoring wells are listed in Table A.1 of Appendix A. Figure 1 provided in Attachment 1 shows the location of the Class I Landfill's approved ground water monitoring wells. A copy of the approved Water Quality Monitoring Plan for the Class I Landfill is provided in Attachment 2-1.

Ash/Class III Landfill Permit: The Water Quality Monitoring Plan which is outlined in Appendix 3 of the Ash/Class III Landfills Permit consists of ten (10) shallow (water table aquifer) wells and three (3) deep (sandstone aquifer) piezometers. The approved ground water monitoring wells and piezometers are listed in Table A.2 of Appendix A. Figure 2 provided in Attachment 1 shows the location of the Ash/Class III Landfills' approved ground water monitoring wells and piezometers. A copy of the approved Water Quality Monitoring Plan for the Ash/Class III Landfills is provided in Attachment 2-2.

2. Parameters

Both Landfill Permits: The Contractor shall analyze samples collected from all of the (21) shallow ground water monitoring wells identified in Tables A.1 and A.2 of Appendix A for the parameters listed in Table A.3 of Appendix A which include field parameters, laboratory parameters, and those parameters listed in 40 CFR Part 258 Appendix I. The required parameters are also specified in Rule 62-701.510(7)(a), Florida Administrative Code (F.A.C.). Note that samples are not required to be collected from the Class I Landfill's 12 deep monitoring wells or the Ash/Class III Landfills' 3 deep piezometers).

Schedule

Class I Landfill Permit: The Contractor shall sample the eleven (11) shallow (water table aquifer) ground water monitoring wells listed in Table A.1 semi-annually during the months of March and September. The Contractor shall also inspect and measure ground water levels in all of the monitoring wells (11 shallow and 12 deep) listed in Table A.1 semi-annually during the months of March and September.

Ash/Class III Landfills Permit: The Contractor shall sample the ten (10) shallow ground water monitoring wells listed in Table A.2 semi-annually during the months of March and September. The Contractor shall also inspect and measure ground water levels in all of the monitoring wells (10 shallow) and piezometers (3 deep) listed in Table A.2 semi-annually during the months of March and September.

3. Required Field Activities

The Contractor shall perform all of the activities identified in 4.a. through 4. e. below when collecting samples from the twenty-one (21) shallow ground water monitoring wells noted above and listed in Tables A.1 and A.2 in accordance with FS 2200, Ground Water Sampling, of DEP's SOPs. The Contractor shall perform only those activities identified in 4.a. and 4.b. below for the twelve (12) deep monitoring wells listed in Table A.1 and the three (3) deep piezometers listed in Table A.2. A brief summary of the field activities listed are provided below.

- a. Monitoring Well Inspection;
- b. Water Level Measurement;
- c. Purge Volume Determination and Purging;
- d. Field Parameters Measurement;
- e. Sample Collection.

a. Monitoring Well Inspection

The Contractor shall inspect the above-noted ground water monitoring wells (33) and piezometers (3) during the semi-annual monitoring events to identify any damage or malfunctions that may exist. The condition of the well and its surrounding area must be observed and documented upon arrival at the well location. The following information, at a minimum, should be noted and recorded as applicable for each well and piezometer:

- Presence and condition of the identification sign,
- Whether the well or piezometer was recently painted,
- Whether the protective casing is locked
- Well integrity
- Physical surroundings (e.g., high weeds, standing water);
- Any obstructions or kinks in the protective casing,
- Presence of water in the annular space,
- Any grease or other substances on the well or piezometer,
- Whether the cap fits securely,
- Evidence of natural contamination.

b. Water Level Measurement

The Contractor shall measure the distance to ground water at each of the 33 ground water monitoring wells (23 Class I Landfill wells and 10 Ash/Class III Landfills wells) listed in Tables A.1 and A.2, respectively) and the 3 piezometers (Ash/Class III Landfills) listed in Table A.2 during the semi-annual monitoring events. The preferred method for measuring the water level is by using an electronic probe. The Contractor shall properly clean and/or decontaminate the probe between each measurement in accordance with the procedures of FC 1000, Cleaning/Decontamination Procedures, of DEP's SOPs and shall document all cleaning activities in accordance with FD 1000, Documentation Procedures, and FC 1000, both of DEP's SOPs. The Contractor shall follow the manufacturer's instructions for using the probe and shall measure the depth to groundwater from the top of the casing (TOC) to the nearest 0.01 foot. The elevation of the top of casing of each ground water monitoring well and piezometer is provided in Tables A.1 and A.2 of Appendix A.

The Contractor shall take care not to agitate the water in the well while performing the measurement. The measurement shall always be made from the same reference point or survey mark on the well casing. If there is no reference mark, measure from the north side of the casing. The Contractor shall measure the water levels of all 33 wells and 3 piezometers in succession and within the same 24-hour time interval, prior to purging and/or sampling any of the wells in accordance with FS 2200 of DEP's SOPs, as the ground water elevation data will be used to construct ground water elevations contour maps. To meet this requirement, the Contractor will need to measure ground water levels at the monitoring wells that will be sampled on 2 separate occasions; once when measuring water levels in all of the monitoring wells in succession and within the same 24-hour period prior to sampling any of the wells and another when measuring water levels just prior to sampling each well to determine the purge volume for each well.

c. Purge Volume Determination and Purging

In order to collect a representative ground water sample from the aquifer or target formation, the Contractor must purge the wells following the procedures contained in FS 2200 of DEP's SOPs. The Contractor shall select the appropriate purging equipment as outlined in FS 2200. Bailers are not recommended for purging or sampling ground water monitoring wells. The Contractor shall follow the procedures contained in FS 2200, Ground Water Sampling, of DEP's SOPs for determining the water volume in the well, which is needed to properly purge the well. The Contractor shall purge each well, performing and recording all activities and data required by FS 2200 while evaluating the well and water conditions to determine whether the purging completion criteria contained within FS 2200 has been met. The entire purging process, including all required purging activities and documentation must conform to the applicable DEP's SOPs and be recorded on FD 9000-24, Ground Water Sampling Log, of FS 2200.

d. Field Parameters Measurement

The Contractor shall follow the procedures of FS 2200 to obtain the field parameters identified in Table A.3 of Appendix A. The Contractor shall use a flow-through cell or container when collecting measurements for purging stabilization. The design must ensure that fresh formation water continuously contacts the measuring devices and does not aerate the sample or otherwise affect the groundwater properties. Three (3) consecutive measurements of the five (5) parameters listed below must be within the limits noted in the table below from FS2200. The Contractor shall record, as applicable, the purging rate, the drawdown in each well, if any, the pump or tubing intake placement, the length and location of the screened interval, and all other data necessary and as described in FS 2200 to properly perform purging and field parameter measurement to determine if purging is complete.

Parameter	Criteria
Temperature	+/- 0.2 degrees Celsius
pH	+/- 0.2 standard units
Specific Conductance	+/- 5.0% of reading
Dissolved Oxygen	</= 20% Saturation
Turbidity	</= 20 NTU

e. Sample Collection

Once purging is complete as described in FS 2200, the Contractor shall collect the samples following the requirements of DEP's SOPs. The time period between purging completion and sampling cannot exceed six (6) hours or the purging process must be repeated. If sample collection does not occur within one (1) hour of purging completion, the five field parameters noted above must be re-measured just prior to sampling. At the present time the ground water monitoring wells at Lee/Hendry Landfill are not equipped with dedicated pumps. The Contractor shall provide all sampling equipment and supplies, including sample containers, which shall conform to DEP's SOPs. The Contractor shall identify the sampling equipment to be used, including the materials of construction for all components, including pumps, tubing, and other devices which shall conform to DEP-SOP-001/01, prior to collecting ground water samples under this scope of work. The Contractor shall conform to the requirements of DEP's SOPs and applicable FDEP rules for ground water sampling, including properly preserving samples and adhering to holding times for the various parameters to be tested.

f. Monitoring Well Depth Measurement

The Contractor shall measure the total depth of each of the 33 ground water monitoring wells (23 Class I Landfill wells and 10 Ash/Class III Landfills wells) listed in Tables A.1 and A.2, respectively) and the 3 piezometers (Ash/Class III Landfills) listed in Table A.2 during the first semi-annual monitoring event performed under the Contract and again during the last semi-annual monitoring event performed under the Contract. The Contractor shall measure the depth of each well and piezometer from the top of casing and shall measure the height of the casing above ground surface to determine the total depth of each well and piezometer below ground surface and shall report the total depth of each well and piezometer in feet below ground surface to the LCSWD. The Contractor shall provide the field measurements for all wells and piezometers, including the depth of each from the top of casing and the height of each casing above ground surface, to the LCSWD along with the total depth data. The Contractor shall provide the appropriate equipment and supplies to perform the necessary measurements to determine the total depth of each well and piezometer below ground surface and shall properly clean and/or decontaminate the measuring device between each measurement in accordance with the procedures of FC 1000, Cleaning/Decontamination Procedures, of DEP's SOPs and shall document all cleaning activities in accordance with FD 1000, Documentation Procedures, and FC 1000, both of DEP's SOPs.

B. FDEP Landfill (and NPDES) Permit Required Surface Water Monitoring

The Contractor shall perform surface water sampling and analyses in accordance with the previously identified requirements and, specifically, in accordance with the Ash/Class III Landfills Permit and the Landfill NPDES Multi-Sector Generic Permit (MSGP) (ID Number: FLR05F517-003, effective June 10, 2012) for Storm Water Discharges Associated with Industrial Activities (hereafter referred to as the Landfill MSGP) and the requirements outlined below. An excerpt from the Landfill MSGP pertaining to the required surface water monitoring is provided in Attachment 2-3. The surface water monitoring locations specified below are identified in Table B.1 of Appendix B.

1. Locations

Ash/Class III Landfills Permit: Storm water discharge structure DS-1 is the approved surface water monitoring location specified in the Ash/Class III Landfills Permit. Storm water pond discharge point DS-1 is located as shown on Figure 2 provided in Attachment 1. The Contractor shall sample storm water discharge from DS-1. If storm water is not discharging at the time of sampling, the Contractor shall sample the storm water pond near discharge structure DS-1.

Landfill MSGP: Storm water discharge structures DS-1, DS-2 and DS-3 are the approved surface water monitoring locations under the Landfill MSGP. DS-1, DS-2 and DS-3 are located as shown on Figure 1 (DS-2 and DS-3) and Figure 2 (DS-1) provided in Attachment 1. The Contractor shall sample storm water discharges from DS-1, DS-2 and DS-3. If storm water is not discharging at the time of sampling, the Contractor shall not collect any storm water samples.

2. Parameters

Ash/Class III Landfills Permit: The Contractor shall analyze the sample collected from DS-1 for the parameters identified in Table B.2 of Appendix B, which contains field parameters, laboratory parameters, and those parameters listed in 40 CFR Part 258, Appendix I. The required parameters are also listed in Rule 62-701.510(7)(b), F.A.C.

Landfill MSGP: The Contractor shall analyze storm water discharge samples collected from DS-1, DS-2 and DS-3 for Total Suspended Solids (TSS) and Iron as identified in Table B.3 of Appendix B.

3. Schedule

Ash/Class III Landfills Permit: The Contractor shall sample DS-1 semi-annually during the months of March and September.

Landfill MSGP: The Landfill MSGP requires quarterly monitoring of storm water discharges from DS-1, DS-2 and DS-3 during permit monitoring years. Due to the sampling requirements, LCSWD will collect the storm water discharge samples required by the Landfill MSGP and submit them to the Contractor's laboratory for analyses.

Upon request by the LCSWD, the Contractor shall deliver the sample bottles necessary for the required test parameters to the landfill and/or the main LCSWD office as specified LCSWD staff. The Contractor shall ship the necessary sample bottles within a cooler which is appropriate for overnight shipment. The LCSWD will notify the Contractor when the storm water samples are being shipped to the Contractor's laboratory for the required analyses.

C. FDEP Injection Well Permit Required Ground Water Monitoring

The Contractor shall perform groundwater sampling and analyses in accordance with the previously identified requirements and, specifically, in accordance with Chapter 62-528, F.A.C., Underground Injection Control, the FDEP Class I Injection Well (IW) Permit (hereafter referred to as the IW Permit) and the requirements outlined below. IW Permit Number 299459-003-UO/II was issued on November 30, 2012. An excerpt from the IW Permit showing the monitoring requirements associated with the IW is provided in Attachment 2-4.

1. Locations

The IW Permit requires the Dual Zone Monitoring Well 1 (DZMW-1) to be sampled and analyzed in accordance with the monitoring program specified in the IW Permit. DZMW-1 consists of UZMW-1 (upper) and LZMW-1 (lower) as shown and described in Table C.1 of Appendix C. DZMW-1 is located as shown on Figure 3 in Attachment 1.

2. Parameters

The Contractor shall analyze the ground water samples collected from UZMW-1 and LZMW-1 for the parameters listed in Table C.2 (monthly parameters) and Table C.3 (quarterly parameters). The quarterly parameters include the monthly parameters therefore no monthly sampling and analyses will occur during the month that the quarterly samples are collected. The parameters to be analyzed are also listed in the IW Permit excerpt provided in Attachment 2-4.

3. Schedule

The Contractor shall collect samples from UZMW-1 and LZMW-1 monthly and quarterly as described above. Due to the purging requirements of the IW Permit, the Contractor must coordinate the sampling schedule with the LCSWD to ensure the LCSWD has time to sufficient time to properly purge the wells prior to the Contractor arriving on site to collect the samples from UZMW-1 and LZMW-1. Due to the size of these wells, purging may take up to 72 hours.

D. FDEP Injection Well Permit Required Leachate Monitoring

The Contractor shall perform injectate (leachate) sampling and analyses in accordance with the previously identified requirements and, specifically, in accordance with Chapter 62-528, F.A.C., Underground Injection Control, the IW Permit, and the requirements outlined below.

1. Locations

The IW Permit specifies that the injectate (leachate) be sampled at the inlet to the Injectate Pond or at the source of the injectate pond leachate (south Class I leachate pond) as identified in Table D.1 in Appendix D. The Injectate Pond is a double-lined leachate impoundment which stores leachate before it is pumped to the injection well. The Injectate Pond is located as shown on Figure 3 provided in Attachment 1. The leachate sampling location at the inlet to the Injectate pond is shown on Figure 3 in Attachment 1. The alternate sampling location is a sample port located at the source of the injectate pond leachate (south Class I leachate pond) after the pumps as shown on Figure 1 in Attachment 1.

2. Parameters

The Contractor shall analyze leachate samples collected from the Injectate Pond for the parameters listed in Table D.2 (monthly) in Appendix D. The Contractor shall also analyze leachate samples collected from the Injectate pond for the Primary and Secondary drinking water parameters (annually) as identified in Table D.3 in Appendix D.

3. Schedule

The Contractor shall sample the Injectate Pond monthly and annually as described in Appendix D and the IW Permit.

E. FDEP Required Landfill Potable Well Monitoring

This section outlines the potable water well system bacteriological monitoring to be performed at the Lee/Hendry Landfill. The bacteriological monitoring includes sampling and analyses of the potable water system at the Facility in accordance with the DOH requirements for Limited Use (Potable) Water Systems (PWS) as established in Chapter 64E-8, F.A.C. The PWS are permitted as follows: Registration Exemption Permit Number 26-57-00119 authorizes the Operations and Maintenance (O&M) PWS and Operating Permit Number 26-57-1173619 authorizes the Compost Facility PWS. Copies of the noted permits are not provided herein.

1. Locations

The approximate locations of the O&M Building and the Compost Facility PWS wells are shown on Figure 1 provided in Attachment 1. The Contractor must collect samples at 1 distribution point in each of the water systems served by the well. The LCSWD will provide the Contractor with the location of the distribution points for each system prior to the sampling event. The potable water wells and approximate distribution point locations are identified in Table E.1 in Appendix E.

2. Parameters

The Contractor shall analyze the potable water system samples for Total Coliform and, if necessary, E. Coli, as noted in Table E.2 in Appendix E. The Contractor shall report the results on the most recent version of DOH/DEP Form 'Drinking Water Microbial Sample Collection & Laboratory Report Format', Form 62-550.730. A copy of this form is provided in Attachment 2-5.

3. Schedule

The Contractor shall sample the potable water system for the Operations and Maintenance (O&M) building annually. The Contractor shall sample the potable water system for the Compost Facility quarterly.

F. Non-FDEP Required Landfill Surface Water Monitoring

This section outlines the non-FDEP required surface water monitoring to be performed at the Landfill which includes monitoring pursuant to the Duda Agreement. The Contractor shall perform the sampling and analyses outlined below in accordance with the previously identified rules, standards, and guidelines of HRS, FDEP, and NELAC, the Duda Agreement, and the requirements below. Exhibit C from the Duda Agreement which specifies the surface water monitoring requirements is provided in Attachment 2-6.

1. Location

The surface water monitoring locations pursuant to the Duda Agreement are the same as the Landfill MSGP required surface water monitoring locations previously identified, or DS-1, DS-2, and DS-3 as identified in Table F.1 in Appendix F. These locations are shown on Figures 2 (DS-1) and 1 (DS-2 and DS-3) which are provided in Attachment 1. The Contractor shall sample the discharge from the outfall structures where possible; however, if no discharge is occurring at the time of sampling, the Contractor shall collect the surface water samples for DS-1 and DS-2 from the ponds that feed those discharge structures. There is no pond associated with DS-3; therefore, if DS-3 is not discharging at the time of sampling, the Contractor shall not collect a sample from DS-3.

2. Parameters

The Contractor shall analyze the surface water samples collected pursuant to the Duda Agreement for the parameters listed in Table F.2.1 and Table F.2.2 of Appendix F. The parameters include the 'short' (quarterly) list identified in Table F.2.1 and the 'long' (annual) list identified in Table F.2.2 of Appendix F.

3. Schedule

The Contractor shall sample DS-1, DS-2 and DS-3 quarterly per the schedule provided in Appendix F. Samples collected during the first, second, and fourth calendar quarters shall be analyzed for the parameters listed in Table F.2.1 which contains the 'short' list. Samples collected during the third calendar quarter (the quarter that receives the most rain) shall be analyzed for the parameters listed in Table F.2.2 which contains the 'long' list. The 'long' list includes the parameters contained in the 'short' list.

G. Non-FDEP Required Landfill Leachate Monitoring

The non-FDEP required leachate monitoring is required by the leachate discharge permits issued by the City of Fort Myers (Permit No. CFMS-07/09) and Lee County Utilities (Permit No. LCU-04-15). The noted leachate discharge permits authorize the discharge of leachate from the landfill leachate ponds (via haul truck) to their Waste Water Treatment Plants (WWTP) for treatment and disposal. Monitoring under the CFM and LCU Leachate Discharge Permits is required only prior to and while the Facility is discharging (hauling) leachate the respective WWTPs. The monitoring frequencies specified in the Permits apply only when the Facility is discharging. The LCSWD will notify the Contractor if and when leachate discharge is expected to provide the Contractor sufficient time to schedule the sampling. Once notified the sampling is required, the Contractor shall coordinate the sampling event with the City of Fort Myers and Lee County Utilities Pretreatment Officers so they may witness the sampling if needed. Excerpts from CFM and LCU leachate discharge permits (hereafter referred to as the CFM Permit and the LCU Permit) which describe the respective leachate monitoring requirements are provided in Attachments 2-7 and 2-8, respectively.

1. Locations

Both Permits: The CFM and LCU Permits specify the leachate sources that are approved for discharge to their WWTPs. The sources include the leachate storage ponds shown on Figure 1 provided in Attachment 1. The leachate storage ponds include two (2) Class I Landfill leachate storage ponds-Class 1 South and Class I North; two (2) Ash Landfill leachate ponds-Ash South and Ash North; and two (2) Class III Landfill leachate ponds-Class III West and Class III East. These monitoring locations are identified in Table G.1 of Appendix G. The LCSWD will notify the Contractor which leachate storage pond(s) shall be sampled prior to each sampling event. The LCSWD will provide sufficient notice to the Contractor to enable the Contractor to prepare the required bottles for sampling. The Contractor shall sample the specified leachate storage ponds per direction from LCSWD staff and in accordance with DEPs sampling requirements.

2. Parameters

CFM Permit: The Contractor shall analyze the leachate samples for the parameters listed in Table G.2 of Appendix G.

LCU Permit: The Contractor shall analyze the leachate pond samples for the parameters listed in Table G.3. of Appendix G.

3. Schedule

CFM Permit: The Contractor shall sample the leachate ponds quarterly as specified in the CFM Permit and outlined in Appendix G as needed.

LCU Permit: The Contractor shall sample the leachate ponds bi-annually (semi-annually) as specified by the LCU Permit and outlined in Appendix G as needed. The bi-annual samples must be collected in January and July.

2.4.2 Lee County Solid Waste Energy Recovery Facility Water Quality Monitoring

A. FDEP Required Energy Recovery Facility Ground Water Monitoring

The Contractor shall perform groundwater sampling and analyses in accordance with the previously identified requirements and, specifically, in accordance with Rule 62-701.510, F.A.C. Water Quality Monitoring Requirements, the FDEP approved Ground Water Monitoring Plan (GWMP) for the Lee County Solid Waste Energy Recovery Facility (SWERF) dated August 2010 and approved on October 19, 2010 (hereafter referred to as the SWERF GWMP), and the requirements outlined below. A copy of the SWERF GWMP is provided in Attachment 2-9.

1. Ground Water Monitoring Well Identification and Locations

The ground water monitoring program specified in the SWERF GWMP consists of six (6) shallow (water table aquifer) and six (6) deep (sandstone aquifer) ground water monitoring wells. The approved ground water monitoring wells are listed in Table H.1 of Appendix H. Figure 4 provided in Attachment 1 shows the location of the SWERF ground water monitoring wells.

2. Parameters

The Contractor shall analyze samples collected from the shallow ground water monitoring for the parameters listed in Table H.2 of Appendix H which include field parameters and laboratory parameters, the latter of which include the parameters listed in EPA Methods 601 and 602. No samples are to be collected from the six (6) deep wells. The Contractor shall only inspect and measure water levels in the six (6) deep wells as outlined in Paragraphs A.4.a. and A.4.b of Section 2.4.1 of the Scope of Work.

3. Schedule

The Contractor shall sample the six (6) shallow (water table aquifer) ground water monitoring wells semi-annually during the months of February and August.

4. Required Field Activities

The Contractor shall perform the field activities described in Paragraph A.4 of Section 2.4.1 of the scope of work for the six (6) shallow ground water monitoring wells. As noted above, the Contractor shall only inspect and measure water levels in the six (6) deep ground water monitoring wells as outlined in Paragraphs A.4.a and A.4.b of Section 2.4.1 of the Scope of Work.

B. FDEP Required Energy Recovery Facility Surface Water Monitoring

The Contractor shall perform surface water sampling and analyses in accordance with the previously identified requirements and the NPDES Multi-Sector Generic Permit (MSGP) (ID Number: FLR05B588-003, effective February 10, 2011) for Storm Water Discharges Associated with Industrial Activities (hereafter referred to as the SWERF MSGP) and the requirements outlined below. An excerpt from the SWERF MSGP describing the surface water monitoring requirements is provided in Attachment 2-10.

1. Locations

The storm water pond discharge or control structure on pond #3, which is identified as CS-1, is the surface water monitoring location specified in the SWERF MSGP as shown in Table I.1 in Appendix I. The location of CS-1 is shown on Figure 4 provided in Attachment 1.

2. Parameters

The SWERF MSGP requires that storm water discharge samples be analyzed for the parameters identified in Table I.2 of Appendix I. These parameters are also in the SWERF MSGP provided in Attachment 2-10.

3. Schedule

The SWERF MSGP requires that storm water discharges from CS-1 be sampled once each calendar quarter during monitoring years as specified in the MSGP. Due to the SWERF MSGP requirements, the sampling can occur only when certain site conditions are present. Thus, the LCSWD will notify the Contractor when such conditions are expected to occur and will schedule the sampling event at that time. In some cases, it may be necessary for the LCSWD to collect the samples from CS-1 and submit them to the Contractor's laboratory for analyses.

Upon request by the LCSWD, the Contractor shall deliver the necessary sample bottles for the parameters required by the SWERF MSGP to the LCSWD for sampling. The LCSWD will notify the Contractor as soon as possible upon collecting the samples and prior to delivering the samples to the Contractor's laboratory.

2.5 Additional Monitoring Tasks

The Contractor shall assist LCSWD with additional monitoring tasks as needed, including landfill leachate sampling and analyses and compost sampling and analyses if so requested by LCSWD. The LCSWD will provide sufficient advance notice to the Contractor if such sampling and/or analyses are needed and will provide the specific sampling locations and methods, e.g., grab or composite, to the Contractor prior to the scheduled sampling event(s). The anticipated analyses for the above-noted additional monitoring tasks are identified in the Schedule of Values.

2.6 Miscellaneous Tasks

The Contractor will be available to assist LCSWD with any miscellaneous water monitoring and water quality issues. This may include conducting additional site monitoring, well installation, and other landfill water-quality related services as required. Any costs associated with these activities, if performed with the prior written authorization of LCSWD, will be reimbursed to the Contractor on a time and materials basis in accordance with the Contractor's Fee Schedule.

2.7 Regulatory Coordination

The Contractor will be available for interaction with FDEP on an as needed basis to respond to any inquiries made by FDEP regarding any submitted reports.

2.8 Limitations/Assumptions

Under no circumstances will the Contractor contact FDEP concerning this project without prior consent from LCSWD.

3. Project Schedule

Within sixty (60) calendar days after the Notice-to-Proceed is issued, the Contractor will coordinate with the LCSWD Project Manager to develop a schedule for performing the work specified under the scope of work for approval by the LCSWD's Project Manager.

4. Billing

Charges shall be invoiced once analyses are completed and the analytical results reported to the LCSWD.

List of Appendices

Appendix A

FDEP Landfill Permit Required Ground Water Monitoring Program

Table A.1	Class I Landfill Permit Ground Water Monitoring Wells
Table A.2	Ash/Class III Landfills Permit Ground Water Monitoring Wells
Table A.3	Landfill Permit Ground Water Monitoring Parameters

Appendix B

FDEP Landfill Permit and MSGP Required Surface Water Monitoring Program

Table B.1	Landfill Permit Surface Water Monitoring Locations
Table B.2	Ash/Class III Landfills Permit Surface Water Monitoring Parameters (DS-1)
Table B.3	Landfill MSGP Surface Water Monitoring Parameters (DS-1, DS-2 and DS-3)

Appendix C

FDEP Injection Well (IW) Permit Required Ground Water Monitoring Program

Table C.1	IW Permit Ground Water Monitoring Well Locations
Table C.2	IW Permit Ground Water Monitoring Parameters (Monthly)
Table D.3	IW Permit Ground Water Monitoring Parameters (Quarterly)

Appendix D

FDEP IW Permit Required Leachate (Injectate) Monitoring Program

Table D.1	IW Permit Injectate Monitoring Location
Table D.2	IW Permit Injectate Monitoring Parameters (Monthly)
Table D.3	IW Permit Injectate Monitoring Parameters (Annual)

Appendix E

FDEP/DOH Required Potable Water Monitoring Program

Table E.1	Potable Water Well and System Monitoring Locations & Frequency
Table E.2	Potable Water Well and System Monitoring Parameters

Appendix F

Non-FDEP Landfill Surface Water Monitoring Program

Table F.1	Non-FDEP Surface Water Monitoring Locations
Table F.2.1	Non-FDEP Surface Water Monitoring Parameters (Short List)
Table F.2.2	Non-FDEP Surface Water Monitoring Parameters (Long List)

Appendix G

Non-FDEP Leachate Ponds (Discharge) Monitoring Program

Table G.1	Leachate Ponds' Locations
Table G.2	CFM Permit Leachate Parameters
Table G.3	LCU Permit Leachate Parameters

Appendix H

FDEP SWERF Permit/Certification Required Ground Water Monitoring Program

Table H.1	SWERF Ground Water Monitoring Wells
Table H.2	SWERF Ground Water Monitoring Parameters

Appendix I

SWERF MSGP Required Surface Water Monitoring Program

Table I.1	SWERF Surface Water Monitoring Location
Table I.2	SWERF Surface Water Monitoring Parameters

Appendix A

FDEP Landfill Permit Required Ground Water Monitoring (GWM) Program
See Figure 1 in Attachment 1 for GWM Well Locations

Table A.1- Class I Landfill Ground Water Monitoring Wells

Well ID	Well Type	Facility/Area Monitored	Elev. TOC, Ft. NGVD	Total Depth, (measured from TOC), Ft.	Northing	Easting
MW-2D	Background	Landfill	38.29	66.1	810856.24	487505.95
MW-2S	Background	Landfill	38.08	20.57	810848.71	487507.53
MW-3D	Background	Landfill	37.65	65.75	809239.56	487575.8
MW-3S	Background	Landfill	37.64	20.27	809240.39	487573.61
MW-4DR2	Detection	Landfill	38.76	95.8	809198.42	486568.46
MW-5D	Detection	Landfill	37.38	64.15	809177.00	486066.4
MW-6D	Detection	Landfill	37.56	64.25	809096.05	485584.84
MW-7D	Detection	Landfill	37.83	63.95	809081.84	485050.80
MW-37D	Background	Perc. Ponds	38.64	65.1	811969.33	484687.45
MW-37S	Background	Perc. Ponds	38.64	19.5	811969.33	484687.45
MW-38S	Detection	Perc. Ponds	38.46	19.95	811918.89	484042.36
MW-39S	Compliance	Perc. Ponds	38.85	20.4	811949.72	484007.1
MW-40D	Detection	Perc. Ponds	37.80	64.65	811765.91	484047.35
MW-41D	Compliance	Perc. Ponds	38.16	65.9	811713.09	484006.06
MW-42D	Detection	O&M Bldg	38.57	64.7	811639.78	483592.17
MW-43S	Detection	O&M Bldg	38.58	18.6	811642.29	483592.34
MW-52DR	Detection	Landfill	38.99	102.5	810123.93	485665.92
MW-52SR	Detection	Landfill	38.87	22.6	810130.5	485665.92
MW-53SR	Detection	Landfill	38.63	22.45	810721.25	485807.04
MW-54SR	Detection	Landfill	37.82	22.8	809093.4	485291.77
MW-59D	Detection	Landfill	36.39	62.3	809443.64	484889.76
MW-59SR2	Detection	Landfill	36.42	22.6	809438.005	484917.64
MW-60SR	Detection	Landfill	37.16	17.5	809831.90	485527.58

Note 1: 'S' in Well ID indicates well monitors the 'shallow' or the water table aquifer and 'D' indicates the well monitors the 'deep' or the sandstone aquifer

Note 2: TOC refers to Top of PVC Well Casing

Note 3: All wells are 2 inch diameter; screen length is 10 feet and slot size is 0.010 inch

Appendix A (continued)

FDEP Landfill Permit Required Ground Water Monitoring Program
See Figure 2 in Attachment 1 for Well Locations

Table A.2 - Ash/Class III Landfills Ground Water Monitoring Wells

Well ID	Well Type	Elev. TOC, Ft. NGVD	Total Depth, (measured from TOC), Ft.	Northing	Easting
MW-101S	Background	35.73	20.19	815260.3	486514.38
MW-102S	Background	36.99	20.22	813922.7	486559.52
MW-103S	Background	35.44	20.37	813416.5	485193.44
MW-104S	Detection	35.93	20.25	813943.7	483849.57
MW-105SR	Detection	37.88	20	814265.81	483808.22
MW-106SR	Detection	38.19	20	814927.9	483802.78
MW-107SR	Detection	37.89	20	815498.31	483820.91
MW-108SR	Detection	37.97	20	815717.77	484305.91
MW-109S	Detection	35.75	20.24	815822.5	484782.23
MW-110S	Detection	35.08	20.22	815825	485236.79
PZ-103D	Detection	35.5	68.07	813410.5	485188.48
PZ-105DR	Detection	37.92	70	814245.49	483808.14
PZ-109D	Detection	35.93	68.02	815821.4	484790.61

Note 1: 'S' in Well ID indicates well monitors the 'shallow' or the water table aquifer and 'D' indicates the well monitors the 'deep' or the sandstone aquifer

Note 2: TOC refers to Top of PVC Well Casing

Note 3: All wells are 2 inch diameter; screen length is 10 feet and slot size is 0.010 inch

Appendix A (continued)

FDEP Landfill Permit Required Ground Water Monitoring Program

Table A.3-Landfill Ground Water Monitoring Parameters (March & September)

Field Parameters		
Static water level before purging*	Turbidity	
Specific Conductivity	Temperature	
pH	Colors and sheens (by observation)	
Dissolved Oxygen		
<i>*Water levels measured twice; once to determine GW elevations need to construct GW elevation contour maps which requires wells be measured in succession within 24 hour period before sampling and again to determine purge volume for sampling.</i>		
Laboratory Parameters		
Total Ammonia as Nitrogen	Mercury	Sodium
Chlorides	Nitrate	Total dissolved solids (TDS)
Iron		
40 CRF Part 258, Appendix I Parameters		
Antimony	Carbon disulfide	
Arsenic	Carbon tetrachloride	Methyl bromide; Bromomethane
Barium	Chlorobenzene	Methyl chloride; Chloromethane
Beryllium	Chloroethane; Ethyl chloride	Methylene bromide; Dibromomethane
Cadmium	Chloroform; Trichloromethane	Methylene chloride; Dichloromethane
Chromium	Dibromochloromethane; Chlorodibromomethane	Methyl ethyl ketone; MEK; 2- Butanone
Cobalt	1,2-Dibromo-3-chloropropane; DBCP	Methyl iodide; Iodomethane
Copper	1,2-Dibromoethane; EDB	4-Methyl-2-pentanone; Methyl isobutyl ketone
Lead	o-Dichlorobenzene; 1,2- Dichlorobenzene	Styrene
Nickel	p-Dichlorobenzene; 1,4- Dichlorobenzene	1,1,1,2-Tetrachloroethane
Selenium	Trans-1,4-Dichloro-2-butene	1,1,2,2-Tetrachloroethane
Silver	1,1-Dichloroethane; Ethylidene chloride	Tetrachloroethylene; Tetrachloroethene
Thallium	1,2-Dichloroethane; Ethylene dichloride	Toluene
Vanadium	1,1-Dichloroethylene; 1,1- Dichloroethene	1,1,1-Trichloroethane; Methylchloroform
Zinc	Cis-1,2-Dichloroethylene; cis-1,2- Dichloroethene	1,1,2-Trichloroethane
Acetone	Trans-1,2-Dichloroethylene; Trans- 1,2-Dichloroethene	Trichloroethylene; Trichloroethene
Acrylonitrile	1,2-Dichloropropane; Propylene dichloride	Trichlorofluoromethane; CFC-11
Benzene	Cis-1,3-Dichloropropene	1,2,3-Trichloropropane
Bromochloromethane	Trans-1,3-Dichloropropene	Vinyl acetate
Bromodichloromethane	Ethylbenzene	Vinyl chloride
Bromoform; Tribromomethane	2-Hexanone; Methyl butyl ketone	Xylene

The parameters listed in Table A.3 are found in Rule 62-701.510(7)(a), F.A.C.

Appendix B

FDEP Ash/Class III Landfills Permit and MSGP Surface Water (SW) Monitoring Program

Table B.1- Ash/Class III Landfill Permit and MSGP Monitoring Locations

Identification	Location	Comment
DS-1	West side of large SW pond located north of the Class III Landfill	See Figure 2 in Attachment 1 (Ash/Class III Permit & MSGP)
DS-2	South side of small SW pond located SW of Class I Landfill	See Figure 1 in Attachment 1 (MSGP only)
DS-3	Roadside swale south of master pump station (MPS)	See Figure 1 in Attachment 1 (MSGP only)

Table B.2- Ash/Class III Permit SW Monitoring Parameters (DS-1 Only)

<i>Semi-Annual Monitoring (During GWM) in March and September</i>			
Field Parameters			
Specific Conductivity		Turbidity	
pH		Temperature	
Dissolved Oxygen		Colors and sheens (by observation)	
Laboratory Parameters			
Unionized Ammonia	Iron	Total Dissolved Solids	Chlorophyll A
Total Hardness	Mercury	Total Organic Carbon	Total Nitrogen
BOD ₅	Nitrate	Fecal Coliform	Chemical Oxygen Demand
Copper	Zinc	Total Phosphates	Total Suspended Solids
40 CRF Part 258, Appendix H Parameters			
See Table A.3 of Appendix A for the List of Parameters in 40 CFR Part 258, Appendix I			

The parameters listed in Table B.2 are found in Rule 62-701.510(8)(b), F.A.C.

Table B.3- MSGP SW Monitoring Parameters

<i>Quarterly During Monitoring Years; LCSWD to Collect MSGP Samples</i>
Parameters for DS-1, DS-2 and DS-3
Total suspended solids (TSS)
Total Recoverable Iron

Appendix C

FDEP Injection Well (IW) Permit Required Ground Water Monitoring Program
See Figure 3 in Attachment 1 for IW Permit Monitoring Well Locations

Table C.1- IW Permit Ground Water Monitoring Wells

Well Name	Casing Diameter and Type	Depth Cased (ft bls)/Total (ft, bls)
UZMW-1 (Upper)	16 inch Steel	1813
UZMW-1 (Upper)	Open Hole	1813'/1868'
LZMW-1 (Lower)	5.97" O.D. FRP Tubing	2015'
LZMW-1 (Lower)	Open Hole	2022'/2080'

Table C.2 - IW Permit Ground Water Monitoring Parameters (Monthly)

Monthly (and Quarterly) Field Parameters	
Field Temperature	Field Conductivity
Field pH	Field DO
Field Turbidity	
Monthly Laboratory Parameters	
Specific Conductivity (lab)	Chloride
Ammonia as N	Sulfate
TDS	TKN

Table C.3 - IW Permit Ground Water Monitoring Parameters (Quarterly)

Quarterly Laboratory Parameters		
Specific Conductivity (lab)	Sodium	BOD5
Ammonia as N	Calcium	COD
TDS	Potassium	TSS
Chloride	Magnesium	Fecal Coliform
Sulfate	Iron	<i>Gross alpha*</i>
TKN	Bicarbonate	<i>Radium 226 *</i>
<i>Quarterly parameters includes monthly parameters (bold font)</i>		<i>Radium 228*</i>

* Parameters required on LZMW-1 only

NOTE: The Contractor must coordinate the sample collection with the LCSWD to ensure sufficient time for purging. LCSWD will purge the wells in accordance with DEP's Standard Operating Procedures for Field Activities, DEP-SOP-001/01, prior to the Contractor arriving on site to collect the samples.

Appendix D

FDEP IW Permit Required Injectate (Leachate) Monitoring Program
See Figure 3 in Attachment 1 for IW Permit Leachate Monitoring Location

Table D.1- IW Permit Injectate (Leachate)Monitoring Location(s)

Injectate Pond Inlet (See Figure 3 in Attachment 1 for location of the sample port) OR
Injectate Pond Source (See Figure 1 in Attachment 1 for location of sample port at pond source)

Table D.2 - IW Permit Injectate (Leachate) Monitoring Parameters (Monthly)

Monthly Monitoring Parameters for Leachate Water Quality		
Specific Conductivity	Ammonia as N	
TDS	Nitrate & Nitrite (in Total N)	Gross alpha
pH	TKN (in Total N)	Radium 226
Chloride	Sodium	Radium 228
Sulfate	Calcium	
BOD5	Potassium	
COD	Magnesium	
TSS	Iron	
Fecal Coliform	Bicarbonate	
Total Nitrogen	Field Temperature	

Table D.3 - IW Permit Injectate Monitoring Parameters (Annual)

Primary Drinking Water Parameters (includes the groups listed below)		
Microorganisms	Inorganic Chemicals	
Disinfectants	Organic Chemicals	
Disinfection Byproducts	Radionuclides	
Secondary Drinking Water Parameters		
Aluminum	Foaming Agents	Silver
Chloride	Iron	Sulfate
Color	Manganese	TDS
Copper	Odor	Zinc
Fluoride	pH	

Appendix E

FDEP/DOH Required Potable Water System Monitoring Program
See Figure 1 in Attachment 1 for Potable Water Well Locations

Table E.1- Potable Water System Monitoring Locations & Frequency

Potable Water System Monitoring Locations & Sampling Frequency	
O&M Building Potable Water System	Compost Facility Potable Water System
<u>Distribution point</u> : O&M building (Men's washroom or as specified by LCSWD staff)	<u>Distribution Point</u> : Compost Facility's Maintenance Office (Breakroom sink or as specified by LCSWD staff)
<u>Schedule</u> : Annual	<u>Schedule</u> : Quarterly

Table E.2 - Potable Water System Monitoring Parameters

Parameter	Comment
Total Coliform	If absent, no further testing needed
E. Coli	Required if Total Coliform present

Appendix F

Non-FDEP (Duda) Required Surface Water (SW) Monitoring Program

Table F.1- Non-FDEP SW Monitoring Locations (Same as MSGP)

Sample ID #	Location	Comment
DS-1	West side of large SW pond located north of the Class III Landfill	See Figure 2 in Attachment 1 (Ash/Class III Permit & MSGP)
DS-2	South side of small SW pond located SW of Class I Landfill	See Figure 1 in Attachment 1 (MSGP only)
DS-3	Roadside swale south of master pump station (MPS)	See Figure 1 in Attachment 1 (MSGP only)

Table F.2.1 - Non-FDEP Surface Water Monitoring Parameters (Short List)

<i>Quarterly (in the 1st, 2nd and 4th calendar quarters)</i>		
Total Dissolved solids	Lead	Alkalinity
Total Suspended Solids	Mercury	Chemical Oxygen Demand
Chloride	Zinc	Dissolved Oxygen
Arsenic	Turbidity	Nitrate and Nitrite
Aluminum	Sulfate	Ammonia (un-ion)
Cadmium	pH	Total Phosphate
Chromium	Total Organic Carbon	
Iron	Specific Conductance	

Table F.2.2 - Non-FDEP Surface Water Monitoring Parameters (Long List)

<i>Annually (in the 3rd calendar quarter)</i>		
Total Dissolved solids	Lead	Alkalinity
Total Suspended Solids	Mercury	Chemical Oxygen Demand
Chloride	Zinc	Dissolved Oxygen
Arsenic	Turbidity	Nitrate and Nitrite
Aluminum	Sulfate	Ammonia (un-ion)
Cadmium	pH	<u>Total Phosphate*</u>
Chromium	Total Organic Carbon	Silver
<u>Iron*</u>	<u>Specific Conductance*</u>	Barium
Copper	Oils and Greases	MPN-fecal & total coliform
Detergents	Gross alpha	Ammonium
Organic Nitrogen	Beryllium	Ortho Phosphate
Total Nitrogen	Cyanide	
Nickel	Selenium	

* Parameters above this point in column are also in 'short' list

Appendix G

Non-FDEP Required Leachate (Ponds) Monitoring Program See Figure 1 in Attachment 1 for Locations

Table G.1- Leachate (Ponds) Monitoring Locations

Leachate Pond (Discharge Permits) Monitoring Locations (See Figure 1 of Attachment 1 for Sample Locations)		
Class I LF ponds- No. & So.	Ash LF Ponds-No. & So.	Class III LF Ponds-E. & W.

Table G.2 - CFM Permit Leachate (Ponds) Monitoring Parameters

Leachate Parameters to be Analyzed Before Discharge and Quarterly (1st week of January, April, July and October) During Discharge Events		
Boron	TDS	Total Nitrogen
Chloride	BOD	pH
Manganese	COD	Temp
Phenols	TSS	Mercury
Barium	Molybdenum	Total Phosphorus
Cadmium	Nickel	Oil & Grease
Arsenic	Iron	MBAs
Chromium	Selenium	Lead
Cobalt	Silver	Antimony
Copper	Titanium	Aluminum
Cyanide	Zinc	

Table G.3 - LCU Permit Leachate (Ponds) Parameters (Bi- or Semi-Annual)

Leachate Parameters to be Analyzed Before Discharge Begins and Biannually During Discharge Events	
pH	Molybdenum
Arsenic	Nickel
Cadmium	Selenium
Chromium	Silver
Copper	Zinc
Cyanide, total	Chlorides
Lead	Sodium
Mercury	

Appendix H

FDEP SWERF Permit/Certification Required Ground Water Monitoring Program
See Figure 4 in Attachment 1 for Ground Water Monitoring Well Locations

Table H.1–SWERF Ground Water Monitoring Wells

Well No.	Well Type	Elev. TOC (ft, NGVD)	Total Depth (ft)	Latitude	Longitude
WTE-1S	Background	21.91	14.6	26 deg 37' 41"	81 deg 45' 36"
WTE-1D	Background	22.96	93.55	26 deg 37' 42"	81 deg 45' 36"
WTE-2S	Detection	24.18	12	26 deg 38' 03"	81 deg 45' 37"
WTE-2D	Detection	23.52	93	26 deg 38' 03"	81 deg 45' 37"
WTE-3SR	Detection	23.98	14	26 deg 38' 1.62"	81 deg 45' 46.08"
WTE-3DR	Detection	23.91	82	26 deg 38' 1.62"	81 deg 45' 46.14"
WTE-4S	Detection	22.48	13.4	26 deg 37' 58"	81 deg 45' 51"
WTE-4D	Detection	23.81	96	26 deg 37' 58"	81 deg 45' 51"
WTE-5S	Detection	23.81	17.41	26 deg 38' 03"	81 deg 45' 59"
WTE-5D	Detection	24.5	94	26 deg 38' 03"	81 deg 45' 59"
WTE-6S	Detection	23.66	19.98	26 deg 37' 57"	81 deg 45' 59"
WTE-6D	Detection	22.91	96	26 deg 37' 57"	81 deg 45' 59"

Table H.2 - SWERF Ground Water Monitoring Parameters

Field Parameters	Lab Parameters		
pH	Aluminum	Arsenic	Xylenes
Turbidity	Chlorides	Cadmium	Those parameters in
Temperature	Nitrate	Chromium	EPA 601 & 602
Specific Conductivity	Sulfate	Lead	<i>(Note: EPA 601 & 602</i>
Dissolved Oxygen	TDS	Mercury	<i>Parameters are in</i>
Water Elevations	Iron	Total Ammonia – N	<i>Method 8260)</i>
Colors/Sheens (visual)	Sodium		

Appendix I

SWERF MSGP Required Surface Water Monitoring Program
See Figure 4 in Attachment 1 for Monitoring Location

Table I.1- SWERF Surface Water Monitoring Location

Identification	Location
Control Structure #1 (CS-1)	East side of Pond #3 East

Table I.2 - SWERF Surface Water Monitoring Parameters

Parameters	
COD	Total Recoverable Iron
TSS	Total Recoverable Lead
Total Recoverable Aluminum	Total Recoverable Zinc
Total Recoverable Copper	

List of Attachments

Attachment 1 – Figures

- Figure 1 - Class I Landfill Site Plan with Monitoring Locations (2 pages)
- Figure 2 - Ash/Class III Landfills Site Plan with Monitoring Locations
- Figure 3 - DZMW -1 and Injectate (Leachate) Pond Locations
- Figure 4 - Solid Waste Energy Recovery Facility with Monitoring Locations

Attachment 2-Monitoring Requirements

- | | |
|-------------------------------|---|
| Attachment 2-1 | Water Quality Monitoring Plan for Class I Landfill, Appendix 3 of Class I Landfill Permit |
| Attachment 2-2 | Water Quality Monitoring Plan for Ash/Class III Landfills, Appendix 3 of |
| Ash/Class III Landfill Permit | |
| Attachment 2-3 | Landfill MSGP |
| Attachment 2-4 | IW Permit |
| Attachment 2-5 | FDEP/DOH Potable Water (Microbial Sample) Report |
| Attachment 2-6 | Exhibit C of the Duda Agreement |
| Attachment 2-7 | CFM Leachate Discharge Permit |
| Attachment 2-8 | LCU Leachate Discharge Permit |
| Attachment 2-9 | SWERF Approved GWMP |
| Attachment 2-10 | SWERF MSGP |

LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

IMPORTANT: Please check off each of the following items as the necessary action is completed:

- _____ 1. The Solicitation has been signed and with corporate seal (if applicable).
- _____ 2. The Solicitation prices offered have been reviewed (if applicable).
- _____ 3. The price extensions and totals have been checked (if applicable).
- _____ 4. Substantial and final completion days inserted (if applicable).
- _____ 5. The original (must be manually signed) and 1 hard copy original and others as specified of the Solicitation has been submitted.
- _____ 6. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- _____ 7. All modifications have been acknowledged in the space provided.
- _____ 8. All addendums issued, if any, have been acknowledged in the space provided.
- _____ 9. Licenses (if applicable) have been inserted.
- _____ 10. Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
- _____ 11. Contractor’s Qualification Questionnaire and Lee County Contractor History (if applicable).
- _____ 12. DBE Participation form completed and/or signed or good faith documentation.
- _____ 13. Bid Bond and/or certified Check, (if required) have been submitted with the Solicitation in amounts indicated.
- _____ 14. Any Delivery information required is included.
- _____ 15. Affidavit Certification Immigration Signed and Notarized
- _____ 16. Local Bidder Preference Affidavit (if applicable)
- _____ 17. The mailing envelope has been addressed to:

Lee County Procurement Mgmt.
 1825 Hendry St 3rd Floor
 Ft. Myers, FL 33901
- _____ 18. The mailing envelope **MUST** be sealed and marked with:

Solicitation Number
 Opening Date and/or Receiving Date
- _____ 19. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)

****This form is not required to be returned with your solicitation, but used as a tool when responding to the solicitation.**