AGREEMENT FOR
SLUDGE DISPOSAL SERVICES

THIS AGREEMENT, made this 13th day of December 2013, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Biosolids Distribution Services LLC, a Minnesota limited liability company authorized to transact business in the State of Florida, ("Contractor" or "Company"), whose address and phone number are 350 SMC Drive, Somerset, WI 54025 Phone: 651-674-5477, Fax: 715-247-3438, Email: Carissa@biosolidservices.com.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement (Form P-0001):

(1) Invitation to Bid No. 433-11246, Sludge Disposal Services, including any and all addenda, prepared by the City of Fort Lauderdale, ("ITB" or "Exhibit A").

(2) The Contractor's response to the ITB, dated September 3, 2013, ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

A. First, specific direction from the City Manager (or designee)
B. Second, this Agreement (Form P-0001) dated Dec. 13, 2013, and any attachments.
C. Third, Exhibit A
D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on December 15, 2013, and shall end on December 14, 2015. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - $500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage $1,000,000.

This coverage must include, but not limited to:

a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
b. Coverage for Premises/Operations
c. Products/Completed Operations
d. Broad Form Contractual Liability
e. Independent Contractors
f. Pollution/Accidental Spill ($1,000,000)

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	$250,000 each person, $500,000 each occurrence
Property damage	$100,000 each occurrence

Professional Liability (Errors & Omissions) – "IF REQUIRED IN BID SPECS"

Consultants

Limits:	$2,000,000 per occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 North Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental,

health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or

encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor 's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor 's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such

subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of $1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of $1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of $1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

AA.Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion,

strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

BB. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), this Section applies to any contract for goods or services of $1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2013), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2013), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2013), as may be amended or revised.

CC. Public Records

Contractor shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in

Chapter 119, Florida Statutes (2013), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: _____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

WITNESSES

By: _____
Print Name: Carissa Heldt

By: _____
Print Name: Dan Anderson

BIOSOLIDS DISTRIBUTION SERVICES LLC

By: _____
Thomas M. Anderson
Managing Member

STATE OF Florida :
COUNTY OF Collier :

The foregoing instrument was acknowledged before me this 7 day of December, 2013, by Thomas M. Anderson as managing member for Biosolids Distribution Services LLC, a Minnesota limited liability company authorized to transact business in the State of Florida.

(SEAL)

ANAY REYES
Notary Public - State of Florida
My Comm. Expires Jun 2, 2017
Commission # FF 022984
Bonded Through National Notary Assn.

_____
Notary Public, State of Florida
(Signature of Notary Public)

Anay Reyes
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ____ OR Produced Identification X
Type of Identification Produced Drivers License

ANAY REYES
Notary Public State of Florida
My Comm. Expires Jun 2, 201
Commission # FF 022951
Bonded Through National Notary Assn

EXHIBIT A

CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE

433-11246

Sludge Disposal Services

Bob McKenney

954-828-5139

CONTRACT COPY

Bid 433-11246
Sludge Disposal Services

Bid Number	**433-11246**
Bid Title	**Sludge Disposal Services**
Bid Start Date	**Aug 16, 2013 2:27:21 PM EDT**
Bid End Date	**Sep 10, 2013 2:00:00 PM EDT**
Question & Answer End Date	**Sep 6, 2013 2:00:00 PM EDT**
Bid Contact	**Bob McKenney** **Procurement Specialist II** **Procurement** **954-828-5139** **RMcKenney@fortlauderdale.gov**
Contract Duration	**2 years**
Contract Renewal	**2 annual renewals**
Prices Good for	**120 days**
Pre-Bid Conference	**Aug 29, 2013 2:00:00 PM EDT** **Attendance is optional** **Location: G.T. Lohmeyer Waster Water Treatment Plant** **1765 SE 18th Street** **Fort Lauderdale, FL 33316**

Bid Comments

The City of Fort Lauderdale is actively seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide a two year contract for sludge disposal for the Public Works Department in full accordance with the specifications, terms, and conditions contained in this Invitation to Bid (ITB).

For information concerning procedures for responding to this ITB, contact Procurement Specialist II Bob McKenney at 954.828.5139 or rmckenney@fortlauderdale.gov. Any questions that bidders wish to have addressed and which might require an addendum must be submitted through the Question and Answer format through the BidSync website. If required, written addendum will be issued by the City.

As a clarification the Contractor is the company or person submitting the bid or RFP per the examples listed. Example 1: if John Doe submits a bid under the name of XYZ, Inc. and uses XYZ's Federal Tax Number then XYZ, Inc. is the contractor. Example 2: if John Doe submits a bid under his own name and personal Social Security number, than John Doe is the contractor.

Contractors must meet all requirements at the time of bid submittal.

The questions and answers section of this bid or RFP in BidSync will become part of any contract that is created from this bid or RFP.

The City of Fort Lauderdale uses BidSync (www.BidSync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in this solicitation process, nor will any fees be charged to the awarded vendor. Refer to www.BidSync.com for further information.

All bids should be submitted electronically through www.BidSync.com.

Added on Aug 20, 2013:
Addendum #1
Part I - Information Special Conditions has been changed. The pre-bid meeting date stated was incorrect.

Changes made on Aug 20, 2013 12:24:54 PM EDT

New Documents: 11246 Sludge Disposal sc.doc

Removed Documents: 11246 Sludge Disposal sc.doc

Item Response Form

Item	**433-11246--01-01 - Sludge Disposal - 100% will be taken to a landfill**
Quantity	**40000 wet ton**
Unit Price	
Delivery Location	**City of Fort Lauderdale** G.T. Lohmeyer WW Treatment Plant 1765 SE 18 STREET FORT LAUDERDALE FL 33316 **Qty** 40000

Description
The City of Fort Lauderdale is providing different pricing scenarios for the disposal of sludge. The intent of the City is to choose one scenario or a combination of scenarios that best meets the needs of the City. Although pricing is important, it may not be the final determination of which scenario(s) are chosen.
Scenario number 1: All sludge will be disposed of at an approved landfill.
For evaluation purposes only, the tonnage is based on 40,000 estimated annual tons per year.

Item	**433-11246--01-02 - Sludge Disposal - Percentage disposal to a facility and landfill**
Quantity	**40000 wet ton**
Unit Price	
% to a residuals management facility	
% to a landfill	
Delivery Location	**City of Fort Lauderdale** G.T. Lohmeyer WW Treatment Plant 1765 SE 18 STREET FORT LAUDERDALE FL 33316 **Qty** 40000

Description
The City of Fort Lauderdale is providing different pricing scenarios for the disposal of sludge. The intent of the City is to choose one scenario or a combination of scenarios that best meets the needs of the City. Although pricing is important, it may not be the final determination of which scenario(s) are chosen.

Scenario number 2: A **minimum** 60 percent of the sludge will be taken to a residuals management facility and the remainder of the sludge will be taken to a landfill.

For evaluation purposes only, the tonnage is based on 40,000 estimated tons per year.

State what percentage will be taken to a facility and what percentage will be taken to a land fill.

Item	**433-11246--01-03 - Sludge Disposal - 100% to a Residuals Management Facility**
Quantity	**40000 wet ton**
Unit Price	
Delivery Location	**City of Fort Lauderdale** G.T. Lohmeyer WW Treatment Plant 1765 SE 18 STREET FORT LAUDERDALE FL 33316 **Qty** 40000

Description
The City of Fort Lauderdale is providing different pricing scenarios for the disposal of sludge. The intent of the City is to choose one scenario or a combination of scenarios that best meets the needs of the City. Although pricing is important, it may not be the final determination of which scenario(s) are chosen.
Scenario Number 3: All sludge will be taken to an approved residuals management facility which generates a Class A or Class AA material for use in land application..
For evaluation purposes only, the tonnage is based on 40,000 estimated tons per year.

ITB # 433-11246
TITLE: Sludge Disposal Services

PART I - INFORMATION SPECIAL CONDITIONS

01. PURPOSE
The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide an annual contract for sludge disposal services for the City's Public Works Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

02. INFORMATION OR CLARIFICATION
For information concerning procedures for responding to this solicitation, contact Procurement Specialist II, Bob McKenney at 954.828.5139 or email at rmckenney@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

It is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through BidSync at www.bidsync.com or reaches the City of Fort Lauderdale City Hall, Procurement Services Division, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation.

03. TRANSACTION FEES
The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor.

04. PRE-BID CONFERENCE AND/OR SITE VISIT
There will be a pre-bid conference and/or site visit scheduled for Tuesday, August 29, 2013 at 2:00 p.m., GT Lohmeyer Water Treatment Plant 1765 SE 18th Street, Fort Lauderdale, FL 33316, conference room. It is strongly suggested that all Contractor's attend the pre-proposal conference and/or site visit. While attendance is not mandatory, tours at other times might not be available.

It will be the sole responsibility of the bidder to inspect the City's location(s) facilities systems prior to submitting a bid.

While attendance is not mandatory, it is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No

variation in price or conditions shall be permitted based upon a claim of ignorance. It is strongly suggested that all Contractor's attend the pre-bid meeting and/or site visit.

05. ELIGIBILITY
To be eligible for award of a contract in response to this solicitation, the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

06. PRICING/DELIVERY
Contractor must quote a firm, fixed unit price annually, for all services stated in the ITB, which includes any travel associated with coming to the City of Fort Lauderdale.

Failure to provide costs as requested in this ITB may deem your bid non-responsive.

07. BID DOCUMENTS
The Contractor shall examine this bid carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

08. AWARD
Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City of Fort Lauderdale. Pricing is requested for different scenarios. The City will choose the scenario that best serves the requirements of the City. It is the City's goal to have the majority of the sludge reused in a beneficial way, not to be taken to a landfill.

The City reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all bids and to award or not award a contract based on this bid solicitation.

09. PRICE VALIDITY
Bid validity for prices provided in this Invitation to bid (ITB) are valid for 120 days from time of ITB opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

10. GENERAL CONDITIONS
General Conditions Form G-107 Rev. 01/13 (GC) are included and made a part of this ITB.

11. NEWS RELEASES/PUBLICITY
News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

12. CONTRACTORS' COSTS
The City shall not be liable for any costs incurred by proposers in responding to this solicitation.

13. RULES AND SUBMITTALS OF BIDS
The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other

person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

14. CONTRACT PERIOD

The initial contract term shall commence upon date of award by the City or December 15, 2013, whichever is later, and shall expire two years from that date. The City reserves the right to extend the contract for two, additional one year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

15. COST ADJUSTMENTS

Prices quoted shall be firm for the initial contract term of two years. No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

16. FUEL SURCHARGE

In consideration of fluctuations in fuel prices, the City will allow fuel surcharges during the term of the contract. The surcharge rate will be based on the following chart and the Retail On-Highway Diesel, All Types Price - Lower Atlantic as published by the U.S. Department of Energy's Energy Information Administration (www.eia.gov) for the first Monday in the quarter designated and will be applied to the current base contract price per wet ton of biosolids transported. No surcharge will be applied on top of another one.

The City will accept surcharge adjustments no more than semi-annually beginning with the first half of the second year of the contract.

Fuel Surcharge Table (Prices/Gallon)		
At least	But less than	% Surcharge
	$4.50	0.0 %
$4.50	$4.55	0.5 %
$4.60	$4.65	1.0 %
$4.70	$4.75	1.5 %
$4.80	$4.85	2.0 %
$4.90	$4.95	2.5 %
$5.00	$5.05	3.0 %
$5.10	$5.15	3.5 %
$5.20	$5.25	4.0 %
For each $0.05/gal. increase thereafter add 0.5 %		

17. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contact, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

18. CONTRACT COORDINATOR

The City may designate a Contract Coordinator whose principal duties shall be:

Liaison with Contractor
Coordinate and approve all work under the contract.
Resolve any disputes.
Assure consistency and quality of Contractor's performance.
Schedule and conduct Contractor performance evaluations and document findings.
Review and approve for payment all invoices for work performed or items delivered.

19. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions

	under the contact.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of the contract extension.

20. INVOICES/PAYMENT

Payment terms will be considered to be net 45 days after the date of satisfactory delivery/completion of service at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award.

21. RELATED EXPENSES/TRAVEL EXPENSES

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

22. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of the Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to services, after the City has approved work to begin on such services, and a budget has been established for those services, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

23. INSURANCE

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by

the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this ITB shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - $500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage $1,000,000.

This coverage must include, but not limited to:

a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
b. Coverage for Premises/Operations
c. Products/Completed Operations
d. Broad Form Contractual Liability
e. Independent Contractors
f. Pollution/Accidental Spill ($1,000,000.)

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	$250,000 each person
	$500,000 each occurrence
Property damage	$100,000 each occurrence

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:
City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

24. SUB-CONTRACTORS

The City's preference is that the Contractor not subcontract any part of this contract. However, if the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

25. INSURANCE – SUB-CONTRACTORS

Contractor shall require all of its sub-contractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said sub-contractors will be the sole responsibility of the contractor.

26. PENALTY

Failure of the contractor to perform as described, or not complete all activities as required and as provided herein, will result in the assessment of damages, as described below, and such damages shall be considered as a penalty.

The operating characteristics of the G.T. Lohmeyer Plant are such that each disposal vehicle must report and be lined up for loading as soon as the previous truck is loaded. Failure to do so could result in the plant being shut down. In such an event the actual damages to the City for any delay or shut down will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor may be subject to a reduction from the next monthly invoice of $1,000 or $125 per hour of lost operations of the City's De-Watering Facility as fixed, agreed, and penalty for each incident. Such deductions will continue until said service is properly performed or the contract is cancelled.

This penalty is intended to act as an incentive for the Contractor to perform in full compliance with the specifications.

27. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence

and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

28. PUBLIC ENTITY CRIMES

NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

29. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

30. CANADIAN COMPANIES

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

31. LOBBYING ACTIVITIES

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf .

32. BID TABULATIONS/INTENT TO AWARD

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm . Tabulations of receipt of those parties responding to a formal solicitation may be found at: http://www.fortlauderdale.gov/purchasing/bidresults.htm , or any interested party may call the Procurement Services Division at 954-828-5933.

33. SAMPLE CONTRACT AGREEMENT

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf

PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES

4.01. Objective

The main objective of the project is to remove, transport, stabilize, and/or disposal to beneficial reuse of wastewater biosolids from the G.T. Lohmeyer(GTL) Plant, to an approved disposal site as defined by the appropriate United States Environmental Protection Agency (USEPA) and Florida Department of Environmental Protection (FLDEP) regulations. The City, with this ITB, is attempting to focus on sustainability option requirements for biosolids removal and disposal. The Contractor shall be prepared to provide transport to any FDEP permitted Residuals Management Facility (RMF) which generates a Class A or Class AA material for use in land application, biofuel production, or other approved beneficial reuse of the biosolids product. Additionally, the material will be disposed of in a manner that complies with all appropriate federal, state and local regulations. The selected Contractor will be fully responsible for the transportation, treatment and final disposal of all materials in compliance with all applicable laws and regulations.

4.02. Analysis of Existing Operating Systems

The Contractor will be required to review and analyze GTL's current transportation, treatment, and disposal process including, but not limited to, site layout, traffic patterns, potential available disposal site locations and any other data and reports as may be deemed necessary to complete the project requirement.

4.03. Development of Biosolids Treatment & Disposal Plan.

The Contractor will provide a detailed plan which will serve to identify the methods that will be utilized to remove, transport, stabilize, and dispose of dewatered raw waste-activated biosolids generated at GTL. This plan shall be used to verify compliance with these bid specifications and not used in determination of award.

GTL currently has an agreement for dewatered raw waste-activated biosolids, transportation, treatment and disposal. The current agreement expires on December 14, 2013. The current contractor removes dewatered raw waste-activated biosolids in dump trailers and disposes of the unstabilized biosolids at a Waste Management operated landfill in Broward County Central Landfill, Pompano Beach or to a FDEP permitted Residuals Management Facility (RMF) in Clewiston, FL. The Contractor will provide transport to any FDEP permitted Residuals Management Facility (RMF) which generates a Class A or Class AA material for use in land application, biofuel production, etc. Prior to providing any services pursuant to this agreement, Contractor shall provide the City copies of all current FDEP permits for each RMF to be utilized by Contractor for disposing or receiving of biosolids generated by the City. Contractor shall require any RMF receiving biosolids produced by the City to enter into an agreement with the City as provided for in Section 62-640.880 F.A.C. and City FDEP permit FLA041378 to provide the City with an acknowledgement that such RMF has sufficient

permitted capacity to receive the biosolids and it agrees to operate its RMF in accordance with its permits and all applicable laws.

The Contractor must detail plans for the continued operation of the RMF or alternate RMF. Disposal of the biosolids at the Broward County landfill will not be allowed except in cases of emergency to be determined and approved by the City of Fort Lauderdale.

The operating permit for GTL allows for biosolids to be disposed in a solid waste landfill in accordance with Chapter 62-701 F.A.C. The permit further allows for residuals to be transported to a FDEP approved RMF for further treatment, as necessary, and final disposal. The City, with this ITB, is attempting to focus on sustainability option requirements for biosolids removal and disposal. The Contractor shall be prepared to provide transport to any FDEP permitted Residuals Management Facility (RMF) which generates a Class A or Class AA material for use in land application, biofuel production, or other approved beneficial reuse of the biosolids product. Additionally, the material will be disposed of in a manner that complies with all appropriate federal, state and local regulations. The Contractor will be required to complete and submit the annual Residuals Summary and Report to the USEPA and FDEP each February and copies of those reports will be required to be submitted to the GTL facility.

Contractor agrees to abide by all policies and biosolids management practices promulgated by GTL to assure biosolids generator's obligations as per Chapter 62-640 F.A.C. and Title 40 CFR Part 503.

4.04. Operations and Maintenance

The Contractor will be fully responsible for all operations and maintenance requirements to transport, treat and dispose of biosolids in accordance with Chapter 62-640 F.A.C. and Title 40 CFR Part 503. Per rule 62-640.880 F.A.C. the City shall not be held responsible for treatment, management, use, or disposal violations that occur after its residuals have been accepted by a permitted residuals management facility with which the City has an agreement to accept biosolids.

The City will maintain responsibility for operation and maintenance of all "wet end" equipment up to and including the belt filter press and their associated screw conveyors. The City will be responsible for depositing dewatered raw waste-activated biosolids into dump trailers provided by the Contractor for further treatment and disposal after authorized release by the City.

4.05. Transportation

A. The Contractor will be fully responsible for all conveyance of dewatered raw waste-activated biosolids. The contractor shall be responsible for weighing of loaded trucks at the disposal site or at a public vehicle weigh station convenient to the delivery route. The City may use truck scales located at GTL to verify the weight of empty and loaded trailers. The Contractor's area of responsibility will

include, but is not limited to, vehicle traffic in accordance with all regulatory requirements including FDOT and OSHA as required.

B. General requirements for vehicles hauling dewatered raw waste-activated biosolids are that the trailers have watertight bodies and that they be properly equipped and fitted with seals and covers to prevent spillage or drainage. Trucks shall be properly maintained and operated to assure the safe transport from GTL to the treatment/disposal site. It shall be the Contractor responsibility to ensure that the Contractor's equipment is compatible with the City's loading area and loading equipment.

C. The Contractor shall provide the tractors, tankers, trailers, drivers and other equipment and personnel necessary to meet the removal and disposal requirements of the City and FDEP on a daily basis. Contractor's trailers must have any required hauling permits, stickers, decals as required by the Broward County Environmental Protection and Growth Management Department (BCEPGMD).

D. The Contractor shall provide necessary resources including personnel to reorient or position trailers in the City's designated loading area(s) so that necessary loading can be accomplished on a continual basis.

E. The daily truck loading process shall be continuous without interruption.

F. The Contractor's vehicles shall be cleaned as often as necessary to prevent the deposit of biosolids or biosolids material on the roadways or the generation of objectionable odors. This shall include, but not be limited to, external surfaces, wheels and undercarriages.

G. All vehicles shall be cleaned at locations other than GTL. City reserves the right to reject any vehicle that in the sole judgment of the City is deemed unsuitable, at which time Contractor shall provide a backup vehicle at no cost to the City.

H. The route by which the vehicles involved must travel in the immediate vicinity of the City and manner in which they will load and unload shall be subject to the approval of the City.

I. All haul routes shall be determined in accordance with all applicable state and local laws. The Contractor and their designees shall, strictly adhere to said laws. These haul routes must be submitted with the permits at the time of contract execution. Once approved by the City, the haul routes must be strictly adhered to. Any deviations must be reviewed and approved by the City.

J. Any violation of weight regulations or traffic laws shall be the sole responsibility of the Contractor, who shall hold the City harmless from any penalty or sanction, civil or criminal, imposed by reason of any violation of weight or traffic laws.

K. Should a mechanical breakdown occur en route to the disposal site, the Contractor shall immediately dispatch a tow truck or a repair crew to the disabled vehicle. If the disabled vehicle cannot be repaired where it sits, it shall first be towed to the disposal site for the proper removal of biosolids. This shall be the sole responsibility of the Contractor and carried out at their expense.

L. When a breakdown causes a vehicle to be removed from normal service, the Contractor shall supply a back-up unit, which meets all criteria set forth in this document. During City operation, if a dump trailer is not available for two hours, the Contractor will be subject to liquidated damages as described above.

M. The City, at its discretion, may provide a parking area for empty containers; at GTL for Contractor's vehicles, if the Contractor so desires. The City, however, assumes no liability for said vehicles, which at all times shall be under the sole insurance of the contractor. The Contractor shall not use City property as a work area to repair or service vehicles or for sludge storage, except as mutually agreed by the Contractor and the City. All trailers parked on City Property must be properly tarped when not being loaded.

N. The Contractor shall be responsible for the provision and replacement of all equipment necessary to completely, efficiently and expeditiously perform the work described herein, and shall also be fully responsible for the provision of adequate personnel for the performance of the work. Sufficient equipment and personnel shall also be available to meet peak periods of dewatered raw waste-activated biosolids production. The Contractor is responsible for moving the trailers when necessary. There is room to accommodate seven (7) trailers at one time.

O. GTL is a secured facility and the Contractor shall follow the City's entrance/exit procedures.

4.06. Spills and Clean-up

The Contractor shall keep its hauling route, equipment and work area neat and clean, and shall bear all responsibility for the cleanup or any spill that occurs during the transportation of dewatered raw waste-activated sludge. The Contractor's spill response plan shall be submitted to the GTL facility prior to the commencement of this project.

The Contractor shall be responsible for the immediate notification to the City should any spill occur which violates any permit conditions or jurisdictional regulations.

The cleanup of any biosolids, which are spilled or discarded in any location other than the site, authorized for that purpose, shall be the sole responsibility of the Contractor and conducted by the Contractor at their expense, in accordance with all applicable laws, including, but not limited to, notifying the appropriate authorities and submitting all regulatory documentation.

Should the Contractor fail to satisfactorily and expeditiously cleanup any spill which may occur, the City reserves the right to cleanup such spill, or arrange for its cleanup, and shall charge all costs thereof or related thereto back to the Contractor. Additionally, any penalties incurred, as a result of any such spill shall be charged to the Contractor.

4.07. Quantitative Determinations

The quantity of dewatered raw waste-activated biosolids delivered by the City to the Contractor for transportation, treatment and disposal shall be determined by

direct weight as provided by the Contractor's, RMF, or weigh station onsite trailer weight scales, unless alternate method is mutually agreeable.

All trucks are required to be released as full with an authorized GTL employee signature with one copy of the trailer load ticket (and/or manifest) given to the City GTL employee for their records.

4.08 Land Application

All properly stabilized material shall be disposed of in accordance with Chapter 62-640 F.A.C. and Title 40 CFR Part 503. In the event of land application; loading rates, methods of application, set backs and all other regulatory compliance criteria must be strictly adhered to.

The Contractor shall, in case of disposal by land application:

A. Provide five (5) copies of an agricultural use plan for each site to the City for inclusion in the City's Operating Permit. Contractor shall submit, if necessary, any new agricultural use plans and associated fees to FDEP along with any fees required to modify the FDEP and BCEPGMD plant operating permits.

B. Obtain and maintain in good standings all necessary local, regional, state and federal permits and licenses to transport, store and land apply biosolids from the City to the Contractor's site.

C. Provide the City with detailed land application records of their site in accordance with Chapter 62-640 F.A.C. and Title 40 CFR Part 503. These records will include load ticket manifests and database management of application rates for six (6) months' summary updates. A monthly summary of all records will be sent to the City.

D. Land apply biosolids on a schedule to assure that odors are not generated due to prolonged storage, over-application or mismanagement of the site.

E. Contractor shall assume all biosolids life cycle responsibility as defined by FDEP and USEPA in F.A.C. Chapter 62-640 and Title 40 CFR 40 Part 503.

4.09 Retention of Records

The Contractor agrees to retain all bookkeeping and/or accounting records, including supporting documentation pertaining thereto, for a period of five (5) fiscal years as defined by the City, provided applicable audits have been released. Applicable audits are defined as being those audits performed by the City's internal or external auditors.

4.10 Plant Operating Hours

Normal operating hours of the GTL Dewatering Facility are from 4:00 P.M. Sunday to 4:00 P.M. Friday, continuous operation. Normal hauling days are Monday through Friday dependent upon landfill or RMF operations. This does not preclude expanded or reduced hours of operation due to plant conditions.

4.11 Estimated Quantities

The maximum amount of dewatered raw waste-activated biosolids produced by the GTL Plant per day over the last seven years is documented at 152 wet tons (15 to 20% solids.) This equates to approximately 40,000 wet tons per year. Variances in daily production rates are the result of seasonal fluctuations and equipment downtime.

Historical Sludge Production:

Year	Annual Average Daily Sludge Quantities in wet tons per day	Annual Average Daily Flow in millions of gallons per day	Month with highest average daily sludge quantities in wet tons per day	Total annual wet sludge hauled (tons)
2006	87.40	36.21	117 (March)	22,735
2007	89.10	38.12	122 (March)	23,166
2008	94.80	36.75	126 (April)	24,659
2009	109.00	38.98	142 (March)	28,412
2010	117.11	46.70	152 (March)	30,449
2011	113.06	37.92	146 (January)	29,396
2012	110.00	40.93	131 (Feb)	28,661

There is no guarantee of daily, weekly, monthly or yearly quantities. The City reserves the right to shut down biosolids processing equipment for repairs, maintenance, building modifications or any other valid operational need.

The City also reserves the right to operate continuously for seven days a week, 24 hours each day.

4.12 Test Results

Biosolids Quality – 2012 Monthly Average

Constituent	Laboratory Results (dry weight basis)
Arsenic	5.7 mg/kg
Cadmium	0.83 mg/kg
Chromium	16.4 mg/kg
Copper	300 mg/kg
Lead	24.6 mg/kg
Mercury	0.45 mg/kg
Molybdenum	6.0 mg/kg
Nickel	13.8 mg/kg
Selenium	3.98 mg/kg
Zinc	555 mg/kg
TKN	80,600 mg/kg
Total Phosphorus	18,675 mg/kg
Potassium	6,600 mg/kg

Updated test results will be supplied to the contractor on at least a quarterly basis.

62-640.880 Additional Requirements Related to Biosolids Treatment Facilities.

The requirements of this section shall apply to any facility that treats biosolids from other facilities prior to use, land application, or disposal. These requirements also apply to septage management facilities that treat domestic septage and combinations of food establishment sludges, wastes removed from portable toilets, and wastes removed from holding tanks associated with boats, marina pumpout, or other onsite systems prior to use, land application, or disposal.

(1) General Criteria.

(a) The biosolids treatment management facility permittee shall be responsible for proper treatment, management, use, land application, and disposal of the biosolids it accepts from a source facility, according to the requirements of this chapter.

1. The biosolids applied to land or distributed and marketed shall meet the pathogen reduction and vector attraction reduction requirements of Rule 62-640.600, F.A.C.

2. The biosolids treatment facility shall meet the monitoring, record keeping, reporting and notification requirements of Rule 62-640.650, F.A.C., and the additional requirements of this section.

3. The biosolids shall be applied to land or distributed and marketed in accordance with the applicable requirements of Rules 62-640.700, 62-640.800, 62-640.850, F.A.C., and the additional requirements of this section.

(b) The source facility permittee shall not be held responsible for treatment, management, use, land application, or disposal violations that occur after its biosolids have been accepted by a permitted biosolids treatment facility with which the source facility permittee has an agreement in accordance with paragraph 62-640.880(1)(c), F.A.C., for further treatment, management, use, land application, or disposal.

(c) The source facility and the biosolids treatment facility shall enter into a written agreement addressing the quality and quantity of the biosolids accepted by the biosolids treatment facility. The agreement shall include a statement, signed by the biosolids treatment facility permittee, as to the availability of sufficient permitted capacity to receive the biosolids from the source facility, and indicating that the biosolids treatment facility will continue to operate in compliance with the requirements of its permit. The agreement shall also address responsibility during transport of biosolids between the facilities. The biosolids treatment facility permittee shall submit a copy of this agreement to the appropriate District Office of the Department, or to the delegated Local Program, at least 30 days before transporting biosolids from the source facility to the biosolids treatment facility.

(2) Permitting.

(a) Fees. For the purpose of determining applicable permit fees, the biosolids treatment facility shall be classified as Type I, II, or III based on the design capacity established by the permittee as follows:

TYPE	DESIGN CAPACITY (DRY TONS PER YEAR)	DESIGN CAPACITY (DRY TONS PER DAY)
I	>1653	>4.5
II	320-1653	0.88-4.5
III	<320	<0.88

(b) All applications for biosolids treatment facility permits shall be submitted on Department Form 62-620.910(2), Application Form 2A, Permit for Domestic Wastewater Treatment and Reuse or Disposal Facility.

(c) Under the requirements of this chapter and the applicable requirements of Chapters 62-600 and 62-620, F.A.C., the biosolids treatment facility shall be permitted to treat either biosolids or combinations of biosolids, domestic septage, food establishment sludges, wastes removed from portable toilets, and wastes removed from holding tanks associated with boats, marina pumpout, and other onsite systems. A biosolids treatment facility shall not accept industrial sludges unless specific approval is granted in the biosolids treatment facility permit. A separate approval shall be obtained for each source of industrial sludge that will be accepted by the biosolids treatment facility. Approval shall be granted only if it is determined that the industrial sludge will not interfere with the beneficial use of the biosolids treated by the biosolids treatment facility. This determination shall be based on an evaluation of all parameters in the industrial sludge.

(d) A domestic wastewater treatment facility that intends to accept biosolids from other facilities and that already holds a valid wastewater permit shall not be required to obtain a separate permit as a biosolids treatment facility, but shall obtain a permit revision based on the requirements of this section.

(e) An applicant for a wastewater permit for a new biosolids treatment facility or substantial modifications to an existing facility shall submit a preliminary design report or other information as specified for domestic wastewater facilities in Rule 62-620.412, F.A.C., for review by the Department as part of the application for permit. As appropriate, the preliminary design report shall

include the following:

1. Types, quantities and characteristics of all materials to be treated at the facility. If the facility will treat wastes removed from portable toilets, or wastes removed from holding tanks associated with boats, marina pumpout, and other onsite systems, the preliminary design report shall also address the organic loading from those wastes, and chemical additives that may be present in such wastes;

2. The design capacity, which shall address the contribution of all materials that will be treated at the facility (i.e., biosolids, domestic septage, food establishment sludge, wastes removed from portable toilets, and wastes removed from holding tanks associated with boats, marina pumpout, and other onsite systems);

3. The design ratios of domestic septage, food establishment sludges, and wastes removed from portable toilets, or wastes removed from holding tanks associated with boats, marina pumpout, and other onsite systems;

4. A site plan showing operations and unit processes; 100-year and 25-year flood elevations; approximate finish elevations for all major treatment units, mixing tanks; storage tanks; and equipment;

5. An assessment of environmental effects of the project, including odor, dust and noise control, public accessibility, proximity to existing and proposed residential areas, flood protection, and lighting;

6. Class of pathogen reduction and vector attraction reduction that will be achieved in accordance with subsections 62-640.600(1) and (2), F.A.C., and a description of treatment processes and equipment that will be used;

7. Technical information and design criteria for treatment facilities, including:

a. Hydraulic and organic loading rates – minimum, average, and maximum quantities for the treatment processes,

b. Metering and sampling provision,

c. Solids retention time,

d. All treatment process parameters to be monitored,

e. Chemical addition facilities, if applicable,

f. Removals or cencentrations with separate tabulation for each unit handling solid fractions with supporting data including design calculations,

g. Mode of operation (batch or continuous),

h. Corrosion control measures, and

i. Onsite storage of treated and untreated biosolids, storage of chemicals, and alternate disposal methods;

8. Process diagrams, including:

a. Expected dimensions of unit operations and processes, capacities and volumes,

b. Process configuration,

c. Hydraulic profile,

d. Organic loading profile,

e. Solids profile,

f. Solids control system, and

g. Flow diagram with capacities;

9. Operation and control strategies included for prevention of upsets, spill prevention and control, leachate collection if applicable, alternate disposal methods, and reliability classification and features; and

10. Composting facilities shall identify the bulking agent, recommended mixing ratios and moisture content, aeration methods, retention times for curing and drying, precipitation and runoff control measures, and provisions to reduce particle size of larger yard trash items such as limbs, trees and tree stumps to promote composting.

(f) All biosolids treatment facilities permitted as Type I or Type II biosolids management facilities shall provide reliability features, such as redundancy of equipment, to provide for the continued and timely treatment of all biosolids the facility has the responsibility to treat.

(g) Operation and maintenance performance reports shall be required of all permittees in accordance with subsection 62-600.735(1), F.A.C., and shall address all process components, such as digesters, holding tanks, pumps, mixers, chemical feed equipment, and safety requirements.

(h) Biosolids treatment facilities shall be exempt from the capacity analysis report requirement of Rule 62-600.405, F.A.C.

(i) An operation and maintenance manual shall be prepared for all biosolids treatment facilities, in accordance with Rule 62-600.720 and Chapter 62-620, F.A.C. In addition to the requirements specified in Chapters 62-620 and 62-600, F.A.C., the operation

and maintenance manual shall provide the operator with procedures for:

1. Controlling and verifying the type of waste received at the facility;
2. Vehicle traffic control and unloading;
3. Measures to avoid mixing incoming untreated biosolids with treated biosolids;
4. Maintaining hauling records in accordance with subsection 62-640.880(4), F.A.C.; and
5. Storage of biosolids and other materials at the site.

(j) Staffing. The level of operator staffing at a biosolids treatment facility shall be as follows:

	TYPE I*	TYPE II*	TYPE III*
A/AA**	Class A Operator	Class B Operator	Class B Operator
	8 hours/day	4 hours/day	2 hours/day
	5 days/week	5 days/week	5 days/week
B**	Class A Operator	Class B Operator	Class C Operator
	2 hours/day	1 hour/day	1 hour/day
	5 days/week	5 days/week	3 days/week
B***	Class A Operator	Class B Operator	Class C Operator
	1 hour/day	1 hour/day	1 hour/week
	5 days/week	3 days/week	

*Classification of Type of facility as determined by paragraph 62-640.880(2)(a), F.A.C.

**These letters correspond to the Class of pathogen reduction that is achieved by the biosolids treatment facility in accordance with subsection 62-640.600(1), F.A.C.

***This category is for Class B liquid alkaline stabilization only.

1. The operator classification requirements shall be in accordance with Chapter 62-699, F.A.C.

2. Operator staffing requirements for facilities addressed in paragraph 62-640.880(2)(d), F.A.C., shall be established as the more stringent of either the requirements in Chapter 62-699, F.A.C., or the requirements in paragraph 62-640.880(2)(j), F.A.C.

3. In addition to the above staffing requirements, other personnel that are trained in the treatment process and equipment being used, working under the direction of a certified operator, shall be present at the biosolids treatment facility during loading and unloading operations and during other operating hours as recommended in the preliminary design report.

4. If justified by the complexity of the treatment process, the Department shall require a higher classification, more frequent visits, or more hours per day. Requests to alter or decrease staffing requirements shall be made through a minor permit revision under Rule 62-620.325, F.A.C., and shall be based upon site-specific requirements, facility operation, risk to public health and the environment, and the presence of other trained personnel.

(k) The biosolids treatment facility permittee shall be responsible for making the facilities safe in terms of public health and safety at all times, and shall notify the Department and all affected parties, in writing, at least 60 days before ceasing operation in accordance with subsection 62-620.610(15), F.A.C.

(3) Treatment Facility Biosolids Plan.

(a) For land application the biosolids treatment facility shall submit a Treatment Facility Biosolids Plan, Form 62-640.210(2)(a) with its wastewater permit application under subsection 62-640.300(2), F.A.C.

(b) A source facility shall not be required to submit a Treatment Facility Biosolids Plan for the land application of biosolids that are transported to a biosolids treatment facility which is permitted under this chapter.

(4) Hauling Records.

(a) The biosolids treatment facility and the source facility transporting the biosolids shall maintain hauling records to track the transport of biosolids between facilities. The hauling records for each party shall contain the following information:

SOURCE FACILITY

1. Date and Time Shipped
2. Amount of Biosolids Shipped
3. Degree of Treatment (if applicable)
4. Name and ID Number of Biosolids Treatment Facility
5. Signature of Responsible Party at Source Facility

BIOSOLIDS TREAMENT FACILITY

1. Date and Time Received
2. Amount of Biosolids Received
3. Name and ID Number of Source Facility
4. Signature of Hauler
5. Signature of Responsible Party at Biosolids

Treatment Facility

6. Signature of Hauler and Name of Hauling Firm

(b) The hauling records shall be kept by both facility permittees for five years and shall be made available for inspection upon request by the Department. A copy of the hauling records information maintained by the source facility shall be provided upon delivery of the biosolids to the biosolids treatment facility.

(c) The biosolids treatment facility permittee shall report to the Department within 24 hours of discovery any discrepancy in the quantity of biosolids leaving the source facility and arriving at the biosolids treatment facility.

(5) Monitoring.

(a) The Department shall not require the source facility to sample and analyze the biosolids in accordance with subsection 62-640.650(3), F.A.C., unless:

1. Final treatment is performed by the source facility before transport to the biosolids treatment facility; and

2. The quality of the biosolids is not changed at the biosolids treatment facility.

This provision shall not prevent the source facility from performing sampling and analysis separate from the source facility's Department permit if such sampling and analysis is mutually agreed to by the source facility and the biosolids treatment facility.

(b) Sampling and analysis shall be conducted by the biosolids treatment facility in accordance with subsection 62-640.650(3), F.A.C., and shall be performed after final treatment, but before use or land application. The minimum monitoring frequency shall be determined under subparagraph 62-640.650(3)(a)4., F.A.C. The Department shall increase or reduce the monitoring frequency in accordance with Rule 62-640.650, F.A.C.

(6) Septage Management Facilities.

(a) Septage management facilities that treat more than 10,000 gallons per day monthly average daily flow or equivalent, or more than 20,000 gallons or equivalent on any one day, shall meet all the requirements of Rule 62-640.880, F.A.C., except that septage management facilities are exempt from the inter-facility agreement requirements of paragraph 62-640.880(1)(c), F.A.C., and the hauling records requirements of subsection 62-640.880(4), F.A.C.

(b) If a permittee intends to use a septage management facility to treat biosolids, the facility must be permitted as a biosolids treatment facility in accordance with the requirements of this section.

Rulemaking Authority 403.051, 403.061, 403.062, 403.087, 403.088, 403.704, 403.707 FS. Law Implemented 403.021, 403.051, 403.061, 403.087, 403.088, 403.0881, 403.702, 403.704, 403.707, 403.708 FS. History–New 3-30-98, Amended 8-29-10.

PERMITTEE: City of Fort Lauderdale PERMIT NUMBER: FLA041378
FACILITY: G.T. Lohmeyer WWTP

II. RESIDUALS MANAGEMENT REQUIREMENTS

1. The method of residuals use or disposal by this facility is transport to any Department approved RMF or disposal in a Class I or II solid waste landfill. Transportation of the residuals to an alternative residuals management facility does not require a permit modification. However, use of an alternative residuals management facility requires the submittal of a copy of the agreement pursuant to Rule 62-640.880(1)(c), F.A.C., along with a written notification to the Department at least 30 days before transport of the residuals. *[62-620,320(6),62-640.880(1)]*

2. The Permittee shall be responsible for proper treatment, management, use, and land application or disposal of its residuals. *[62-640.300(5)]*

3. The Permittee shall not be held responsible for treatment, management, use, or land application violations that occur after its residuals have been accepted by a permitted residuals management facility with which the source facility has an agreement in accordance with Rule 62-640.880(1)(c), F.A.C., for further treatment, management, use or land application. *[62-640.300(5)]*

4. Disposal of residuals, septage, and other solids in a solid waste disposal facility, or disposal by placement on land for purposes other than soil conditioning or fertilization, such as at a monofill, surface impoundment, waste pile, or dedicated site, shall be in accordance with the requirements of Chapter 62-701, F.A.C. *[62-640.100(6)(k)3&4]*

5. If the Permittee intends to accept residuals from other facilities, a permit revision is required pursuant to Rule 62-640.880(2)(d), F.A.C. *[62-640.880(2)(d)]*

6. The Permittee shall keep hauling records to track the transport of residuals between facilities. The hauling records shall contain the following information:

Source Facility
1. Date and Time Shipped
2. Amount of Residuals Shipped
3. Degree of Treatment (if applicable)
4. Name and ID Number of Residuals Management Facility or Treatment Facility
5. Signature of Responsible Party at Source Facility
6. Signature of Hauler and Name of Hauling

Residuals Management Facility or Treatment Facility
1. Date and Time Received
2. Amount of Residuals Received
3. Name and ID Number of Source Facility
4. Signature of Hauler
5. Signature of Responsible Party at Residuals Management Facility or Treatment Facility

These records shall be kept for five years and shall be made available for inspection upon request by the Department. A copy of the hauling records information maintained by the source facility shall be provided upon delivery of the residuals to the residuals management facility or treatment facility. The Permittee shall report to the Department within 24 hours of discovery any discrepancy in the quantity of residuals leaving the source facility and arriving at the residuals management facility or treatment facility.

[62-640.880(4)]

7. Storage of residuals or other solids at the permitted facility shall require prior written notification to the Department. *[62-640.300(4)]*

CITY OF FORT LAUDERDALE
GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

1.01 **BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITBS) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.

1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.03 **PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.04 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

1.05 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.

1.06 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.

1.07 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

1.08 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

1.09 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than $1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.
WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.
HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of $1 million or more:
The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or

Consultant; Contract, Award, Agreement or Purchase Order.

2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

PART III BIDDING AND AWARD PROCEDURES:

3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

3.03 **PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

3.04 **TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**

3.05 **WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.

3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

3.10 **LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to

submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

3.12 USE OF OTHER GOVERNMENTAL CONTRACTS: The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.

3.13 QUALIFICATIONS/INSPECTION: Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidders ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

3.14 BID SURETY: If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.

3.15 **PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/protestordinance.pdf

PART IV BONDS AND INSURANCE

4.01 **PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 **INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractors insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs,

charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

5.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.

5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

5.15 **NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.

5.16 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.

5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include

all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

5.21 **LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

> 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
>
> 3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME	RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: _____ _____
(Authorized signature) (date)

Name (printed) _____ Title: _____

Company: (Legal Registration) _____

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit http://www.dos.state.fl.us/).

Address: _____

City: _____ State: _____ Zip: _____

Telephone No. _____ FAX No. _____ Email: _____

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): _____

Payment Terms (section 1.04): _____ Total Bid Discount (section 1.05): _____

Does your firm qualify for MBE or WBE status (section 1.09): MBE | WBE |

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES | NO |

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions

by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.

Variances:

revised 11-29-11

Question and Answers for Bid #433-11246 - Sludge Disposal Services

OVERALL BID QUESTIONS

Question 1

1. Who is the current vendor for these services?
2. What is the current price for the services?
3. Where is the material currently being disposed? **(Submitted: Aug 23, 2013 9:27:49 AM EDT)**

Answer

1. Hoh Liquid Sludge Disposal, Inc.
2. $75.00 per ton
3. Part is going to a landfill and part is going to a Residuals Management Facility. **(Answered: Aug 23, 2013 9:41:51 AM EDT)**

Question 2

1. Can it was the overall tonnage for 2013?
2. What is the total estimated tonnage for 2014? **(Submitted: Aug 23, 2013 3:22:10 PM EDT)**

Answer

2014 is in the bid documents.
2013 tonnage is 6,000 wet tons **(Answered: Aug 23, 2013 3:45:27 PM EDT)**

Question 3

Is an addendum coming out with the questions from the pre-bid meeting?

I wanted to know why there was a discrepancy in the price you sent out in the email ($45/ton) and the prices stated at the meeting. I believe Clewiston was $49/ton and landfill was $64/ton?
I also wanted to know the volumes going to landfill and those going to Clewiston now. Bill Long seemed to indicate that very little if any is going to Clewiston. **(Submitted: Sep 3, 2013 9:08:31 AM EDT)**

Answer

Original bid price was $49.42/ton. Due to fuel surcharge increases the current price hauled to Clewiston RMF is $49.42/ton. Due to a price increase by Waste Management, City Commission approved a price increase of $1.50/ton for product hauled to the Pompano landfill resulting in a price of $64.92/ton. The City is currently paying four loads per day at the RMF rate of $49.42/ton and anything above that at the landfill rate of $64.92/ton.
Sludge to be hauled is aerobic which does not undergo any digestion. There is no vector attraction or pathogen reduction measures applied. Quarterly metals sampling and testing are conducted and all metals meet EPA 503 requirements.
Trailer sizes must conform to current truck scales pattern at GTL. Trailers cannot be allowed to sit more than 24 hours. Trailers are allowed to be hauled from the facility at any time of day or night. Current conveyors at GTL allow for even loading of the trailers without backswing. **(Answered: Sep 4, 2013 10:31:02 AM EDT)**

Question 4

1. Under Attachment 2 Section 3.10 (c) the Proposer certifies that it has not employed, retained or paid a fee, or otherwise agreed to make any payment to any person to procure or attempt to procure the Agreement or take any action in connection therewith. Please confirm that this does not prohibit Proposer from paying fees to lobbyists registered with the City of Fort Lauderdale.
2. With regard to Section 4.06 of the Agreement, please confirm that Proposer does not have to indemnify the City for claims, damages, losses and expenses caused by the City's own negligence, willful misconduct or breach of the Agreement.
3. Please confirm that Proposer's indemnification obligations under Section 4.06 of the Agreement are limited to claims, damages, losses and expenses that are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, caused by the negligent acts or omissions of Proposer or any of its subcontractors or anyone for whose acts any of them may be liable. **(Submitted: Sep 10, 2013 8:31:52 AM EDT)**

Answer

1. This is a question that you should submit to your Attorney for interpretation of the terms of their oath. **(Answered: Sep 10, 2013 11:47:26 AM EDT)**

EXHIBIT B

Bid Contact **Dan Anderson**
carissa@biosolidservices.com
Ph 651-674-5477

Address **350 SMC Drive**
Somerset, WI 54025

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
433-11246-01-01	Sludge Disposal - 100% will be taken to a landfill				No Bids		
433-11246-01-02	Sludge Disposal - Percentage disposal to a facility and landfill				No Bids		
433-11246-01-03	Sludge Disposal - 100% to a Residuals Management Facility	**Supplier Product Code:**	**First Offer : $63.90**	40000 / wet ton	**$2,556,000.00**	Y	Y

CONTRACT COPY

Biosolids Distribution Services, LLC

Item: **Sludge Disposal - 100% to a Residuals Management Facility**

Attachments

BDS - Fort Lauderdale Bid 433-11246.pdf

biosolids
DISTRIBUTION SERVICES LLC
350 SMC Drive Somerset, WI 54025
651-674-5477 fax 715-247-3438

September 6, 2013

BID NUMBER: 433-11246
SLUDGE DISPOSAL SERVICES
FOR THE CITY OF FORT LAUDERDALE

FROM:

BIOSOLIDS DISTRIBUTION SERVICES LLC
350 SMC DRIVE, SOMERSET, WI 54025
PHONE: (651) 674-5477 FAX: (715) 247-3438

CONTACT:

DANIEL ANDERSON, GENERAL MANAGER
PHONE: (651)-674-5477

ROBERT BOSTON, PROJECT MANAGER
PHONE: (281)-728-4083

biosolids
DISTRIBUTION SERVICES LLC
350 SMC Drive Somerset, WI 54025
651-674-5477 fax 715-247-3438

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biosolids
DISTRIBUTION SERVICES LLC
350 SMC Drive Somerset, WI 54025
651-674-5477 fax 715-247-3438

September 4, 2013

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

Attention: Bob McKenney
Procurement Specialist II

Reference: Executive Summary
Bid 433-11246 - Sludge Disposal Services

Dear Mr. McKenney,

Biosolids Distribution Services, LLC (BDS) is pleased to present the following for the above referenced services to the City of Fort Lauderdale Bid 433-11246 (City).

BDS has thoroughly reviewed the bid and believes that our experience along with our capabilities enables us to provide immediate benefit to the City. Not only have we been an economic solution provider, but we have become a forerunner in the biosolids beneficial re-use industry, not just simply following the industry. Our current Regional Facility utilizes the Bioset Process which produces a Class AA/EQ product. Our experienced team and trained operators with the product produced from the City allows us to seamlessly handle all of the end product produced.

BDS is ready and capable to handle full control of this project for the City, with over 8 years direct experience and 15 years overall experience on our team within the biosolids industry, makes BDS the logical choice for providing the City a full long term solution to all their biosolids handling requirements.

BDS is excited for the opportunity to provide service to the City of Fort Lauderdale and we are open to discussing any and all requests that the City has to be able to meet and exceed the City's expectations.

If you have any questions, please don't hesitate to contact me by phone (651-674-5477) or E-mail (dan@biosolidservices.com).

Yours very truly,
Biosolids Distribution Services, LLC

Dan Anderson
General Manager

biosolids
DISTRIBUTION SERVICES LLC
350 SMC Drive Somerset, WI 54025
651-674-5477 fax 715-247-3438

Mandatory Qualifications – Relevant Experience

BDS has had multiple projects handling Class B or better Biosolids since 2004. BDS has owned and operated equipment utilizing the Bioset process to produce "Class AA Exceptional Quality" biosolids in Florida applications. Additionally BDS has owned and operated equipment to dewater liquid biosolids prior to treatment to Class AA/EQ.

Operation:

BDS has worked closely, and will continue to work closely, with the local regulating authority to ensure the product is handled, stored, shipped and applied in a manner that meets all legal and permit requirements.

BDS takes responsibility for hauling and distribution of the product in addition to managing the marketing and beneficial reuse programs. Maintaining compliance and minimizing costs are tasks that BDS has repeated over and over.

Transportation/Biosolids Marketing:

Experience counts when seeking out a partner for the recycling of biosolids. BDS has distribution sites close to the end users that will benefit from the product. BDS manages a fleet of trucks with specialized trailers to haul the product to the recipient site(s). All proper permits are secured and BDS drivers are sensitive to the community and safety issues. Depending on the recipient, BDS can also provide spreading services in the field. BDS offers a full service solution to the City and the end user of the product.

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350 SMC Drive Somerset, WI 54025
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Similar Projects

City of Lakeland, Florida
Water Utilities
1825 Glendale Street
Lakeland, Florida 33803
(863) 834-6565

Service provided: The project started in 2004 and ended in 2007, during this time we produced on average three 20-ton truck loads per day, 6 days a week, of Class AA/EQ Revinu from the Waste Activated Sludge. BDS was able to meet the demands of the City through many unexpected events including hurricanes and times of increased flows through the plant. The operations portion of the contract included receiving liquid WAS, dewatering with Belt Filer Presses, and treatment of the dewatered solids to Class AA/EQ standards. The transportation and distribution of the Class AA/EQ material was also included. BDS developed a vibrant market for the Class AA/EQ material from the ground up. Many satisfied customers were created during the life of this project. Multiple market opportunities for the finished product still exist as a result of this successful venture with the City of Lakeland.

City of Hollywood, Florida
Department of Public Utilities
Deputy Director / Water
Steve Joseph, P.E. sjoseph@hollywoodfl.org
1621 N.14th Avenue, 2nd Floor
P.O. Box 229045
Hollywood, FL 33022
(954) 921-3522

Service provided: The project started in 2005 and is in currently still in operation. The City of Hollywood owns and operates Bioset™ equipment, BDS provides transportation, marketing, and distribution services for the finished product (marketed under the trade name Revinu). BDS markets the Revinu material as a licensed Florida fertilizer. BDS has spent the last 8 years dedicated to creating a market for this material and to date has successfully marketed over 400,000 wet tons of Class AA/EQ biosolids. BDS internally has a beneficial re-use expert that allows us to help the end user with the proper application and agronomic rates for the material for the particular application. We offer assistance with meeting the regulations set by the FDEP, land application, and helping

the customer achieve their goals with the use of our product. We currently have multiple FDEP approved land sites to meet the demand from the City. Additionally the FDEP has certified the Class AA/EQ material as a fertilizer product.

City of Shreveport, LA
Wastewater Utilities
Gene Clark
Manager of Wastewater Treatment
318-673-7630

Service provided: This project started in March of 2012 to present. The City of Shreveport owns and operates Bioset™ equipment, BDS provides transportation, marketing, and distribution services for the finished product (marketed under the trade name Revinu. BDS internally has a beneficial re-use expert that allows us to help the end user with the proper application and agronomic rates for the material for the particular application. We offer assistance with meeting the regulations set by the DEQ, land application, and helping the customer achieve their goals with the use of our product.

Ft. Meade, FL
Regional Facility Operated By BDS
Daniel Anderson
General Manager
651-674-5477

Service Provided: This project started in 2012 and is currently in operation. BDS is permitted for the Bioset process to create Class AA/EQ material from Liquid Sludge, Septage, and Cake Sludge. At this facility BDS has capabilities to handle incoming sludge (liquid or cake), dewatering, operations and processing to Class AA/EQ status through the Bioset process. BDS is providing marketing, and distribution services for the finished product (marketed under the trade name Revinu).

Schwing Bioset, Somerset WI
Bioset Operations
Nancy Predatsch
Operations Manager
715-247-3433

Service Provided: BDS has provided support to multiple Schwing Bioset projects involving the Bioset™ process since 2004. This includes development of the end product, operations, hauling, and distribution of the material. Involving mobile operations of the Bioset Process: taking unclassified sludge, and/or Class B and processing to a Class A and/or AA EQ material.

Interstate Engineering Corporation
Robert Cook

Project Manager
561-998-4250

Service Provided: From October to November 2007, BDS assisted Interstate Engineering Corp. with facilitating the startup of the City of Lakeland's Digester. This was an operations contract that included dewatering and treatment to Class AA/EQ standards, transportation, and distribution of the finished product were included.

biosolids
DISTRIBUTION SERVICES LLC
350 SMC Drive Somerset, WI 54025
651-674-5477 fax 715-247-3438

Staff Qualifications and Experience

Dan Anderson, General Manager
Mr. Anderson has over 8 years of experience in the wastewater and chemical distribution industries. He is the General Manager of Biosolids Distribution Services. Mr. Anderson will serve as the Marketing and Distribution Manager ensuring conformity to EPA regulations and managing all aspects of operations, transportation and distribution for the company.

Robert Boston, Project/Class A Technology Manager
Mr. Boston has a unique blend of agricultural education, and biosolids market development combining over 12 years of direct biosolids experience and over 25 years of agribusiness experience. Mr. Boston has also provided these services to each of the multiple facilities in the United States including direct operations. Mr. Boston will serve as the project manager to help identify operational systems and distribution channels of the product.

Mike Kann, Operations Manager
Mr. Kann is responsible of the transportation and logistics for BDS. Mr. Kann has 5 years of experience overseeing the day to day operations including: production of the end product, transportation, and scheduling for each project. He will manage the onsite team leader for the project, transportation, storing and processing of the end product. He will ensure our service is a streamlined process for the City and stay in direct contact on an ongoing basis.

Chad Meadows, Residuals Manager
Mr. Meadows has an agricultural degree from the University of Florida and is currently in the process of becoming a Certified Crop Advisor. He has 5 years of experience being responsible for marketing and developing the alkaline stabilized Class AA/EQ end product produced in Florida by the Bioset process, trademarked as Revinu, for BDS throughout the Southeast region of the United States. Mr. Meadows will be responsible for the final marketing and beneficial re-use of the end product.

Timothy Lokken, Regional Facility Manger
Mr. Lokken managed the City of Lakeland Wastewater Treatment Plant (20 MGD plant) for 35 years and has been in the wastewater industry since 1973. He is a Class A Operator with an A.S. in Environmental Science from the State University of New York, Morrisville. Mr. Lokken has attended over 30 seminars and courses of study in relation to the wastewater industry and has the ability to manage and oversee all operation in relation to our regional facility.

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350 SMC Drive Somerset, WI 54025
651-674-5477 fax 715-247-3438

Project Approach

BDS is prepared to offer the City of Fort Lauderdale (City) access to an offsite regional processing facility and charge the City a use fee for transportation and processing of the City's sludge. The first permitted Regional Facility we will utilize is a Type 1 facility (permit number: FLA784893).

Biosolids Distribution Services will provide personnel and all necessary consumables for proper operation and maintenance per the scope of work provided in the RFP.

BDS will haul the material produced from the City to our Regional Facility which utilizes the Bioset process to achieve Class AA/EQ material. This material then will be marketed and distributed as a fertilizer in the state of Florida. BDS approaches every project with a Team philosophy generating effective communication channels which enables expediting information dissemination and decision making.

Technology

BDS' Regional Facility utilizes the patented Bioset process. The process consists of mixing dewatered biosolids, quicklime (calcium oxide), and sulfamic acid. The mixture is then pressurized in a continuous plug flow reactor in order to achieve the minimum time-temperature requirements to achieve Class AA/EQ biosolids as per the USEPA 503 regulations.

Operation Overview

Biosolids Distribution Services will provide enough manpower to meet the City's ongoing demand. Utilizing the quantities stated in the specifications provided, BDS will utilize hauling equipment to meet the demand from the City which will be hauled to our Regional Facility. BDS would provide treatment to Class AA/EQ standards of dewatered biosolids, transportation and distribution of the finished product. (The project manager would coordinate the logistics for scheduling to meet the demand, transportation and repairs/maintenance of the equipment. The project manager would stay in constant communication with the City to make sure the staffing and transportation meets the demand for the City.)

Implementation Schedule

Approval of Contracts	November 15, 2013
Performance on contract can begin	December 15, 2013
*We request 30 days' notice from contract awarded date to work being performed and other arrangements may be made if necessary	

Transportation

Biosolids Distribution Services would haul, process to Class AA/EQ, market, and distribute all biosolids generated and treated at the City of Fort Lauderdale in accordance with all local, state and federal laws and guidelines.

BDS shall provide tractor-trailers to transport the biosolids from the City of Fort Lauderdale and to transport it to our Regional facility. Sufficient tractor-trailers will be provided for excess capacity in the event of maintenance to one of the trailers. The number of equipment and personnel can be adjusted to accommodate any fluctuations in production volumes.

BDS would utilize end dump trailers, 50 feet in length with a capacity of 25-30 tons. Each trailer would be equipped with leak proof tailgates/water tight bodies and a tarp cover.

Truck models would vary between conventional and cab-over models. All trucks and trailers would have scheduled or unscheduled maintenance performed at a BDS approved maintenance facilities.

Regulatory Requirements

Transportation of biosolids from the Wastewater Treatment Facility to the Regional Facility will conform to all Local, State, and Federal DOT requirements.

Labor Resources

BDS would provide all labor and equipment necessary for the safe transporting of the dewatered biosolids from the City of Fort Lauderdale.

Spill Prevention and Clean-up Procedure

Any spill must be reported immediately to BDS Supervisor. The BDS Supervisor will contact the Authority immediately and discuss the location of the spill and the required actions. The Supervisor will determine the best and quickest clean up options and act accordingly. Small spills can usually be picked up by driver or BDS personnel.

Major spills and or catastrophic accidents will be reported to an Emergency Response Company / 911 / City, County and State authorities. Contact numbers for appropriate personnel shall be attached to this document as well as product information and MSDS documentation.

BDS will immediately notify the City should any spill occur that contravenes any permit condition or jurisdictional regulation.

Alternatives

All of the marketing outlets that BDS currently has are viable local beneficial use solutions. The end product is expected to be sent to the land fill only under unplanned and unforeseen conditions; which might include a natural disaster such as a hurricane.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/1/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Angie Nyamburi, CIC, CISR, CSRM
Commercial Lines - (952) 830-3000 Wells Fargo Insurance Services USA, Inc. 4300 MarketPointe Drive, Suite 600 Bloomington, MN 55435-5455	PHONE (A/C, No, Ext): 952-563-0537 FAX (A/C, No): 866-711-6031 E-MAIL ADDRESS: angela.nyamburi@wellsfargo.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Biosolids Distribution Services, LLC 350 SMC Drive Somerset, WI 54025	INSURER A: Nautilus Insurance Company	17370
	INSURER B: Great Divide Insurance Company	25224
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 6300747 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			ECPO1548527	03/28/2013	03/28/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Poll Legal	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BAP1548526	03/28/2013	03/28/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			FFX1548523	03/28/2013	03/28/2014	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCA1548525	03/28/2013	03/28/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS INSURANCE IS ISSUED PURSUANT TO THE MINNESOTA SURPLUS LINES INSURANCE ACT. THE INSURER IS AN ELIGIBLE SURPLUS LINES INSURER BUT IS NOT OTHERWISE LICENSED BY THE STATE OF MINNESOTA. IN CASE OF INSOLVENCY, PAYMENT OF CLAIMS IS NOT GUARANTEED.

CERTIFICATE HOLDER

CITY OF FORT LAUDERDALE
PROCUREMENT SERVICES DIVISION
100 N. ANDREWS AVENUE, ROOM 619
FORT LAUDERDALE, FL 33301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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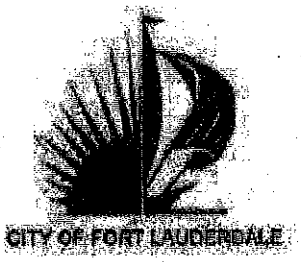
CITY OF FORT LAUDERDALE SPECIFICATIONS PACKAGE

433-11246

Sludge Disposal Services



Bob McKenney

954-828-5139

CITY OF FORT LAUDERDALE
GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

1.01 **BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.

1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.03 **PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.04 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

1.05 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.

1.06 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.

1.07 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

1.08 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

1.09 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than $1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.
WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.
HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of $1 million or more:
The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

PART III BIDDING AND AWARD PROCEDURES:

3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

3.03 **PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

3.04 **TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**

3.05 **WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.

3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense.

When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

3.10 **LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

3.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.

3.13 **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.

3.15 **PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has

successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 **BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm**

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/protestordinance.pdf

PART IV BONDS AND INSURANCE

4.01 **PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 **INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractors insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

5.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.

5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

5.15 **NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.

5.16 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or

Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.

5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

5.21 **LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

> 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
>
> 3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME	RELATIONSHIPS
-	

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.
Submitted by: **DANIEL ANDERSON** **09/03/13**
(Authorized signature) (date)

Name (printed) **DANIEL ANDERSON** Title: **GENERAL MANAGER**

Company: (Legal Registration) **BIOSOLIDS DISTRIBUTION SERVICES, LLC**

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit http://www.dos.state.fl.us/).

Address: **350 SMC DRIVE**

City: **SOMERSET** State: **WI** Zip: **54025**

Telephone No. **651-674-5477** FAX No. **715-247-3438** Email: **CARISSA@BIOSOLIDSERVICES.COM**

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **30**

Payment Terms (section 1.04): **Net 45** Total Bid Discount (section 1.05): **0**

Does your firm qualify for MBE or WBE status (section 1.09): MBE ☐ WBE ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued
1 - AUGUST 20TH, 2013	

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES ☐ NO ☑

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.
Variances: **N/A**