

Request for Proposal

442-9072

SLUDGE DISPOSAL SERVICES

**Opens: August 17, 2004
2:00 p.m.**



Venice of America

City of Fort Lauderdale

***Issued for the Public Services Department
By the Procurement & Materials Management Division***

**David E. Nash, CPPO, CPPB
(954) 828-7816**

E-mail: dnash@fortlauderdale.gov

Visit us on the web at www.fortlauderdale.gov/purchasing

(954) 828-5140

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City of Fort Lauderdale

GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Purchasing. 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.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated proposer mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the proposer, nor a bid in return, will register a proposer on our system. If you wish purchase orders sent to a different address, please so indicate. 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 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 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.
- 1.04 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.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 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.
- 1.07 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.
- 1.08 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 it's purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

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.

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.

1.09 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 will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.09(a) CERTIFICATION BY BROWARD COUNTY, FL: If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/proposer is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/proposer shall apply for certification by Broward County, Florida, *Division of Equal Employment and Small Business Opportunity*. Contractor/proposer shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its 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, 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, Bidder's 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 Purchasing Office, or other designated area, in the presence of Bidder's, 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 Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.

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 proposer 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 his bid any variance from those specifications. It is the Bidder's responsibility to

provide adequate information, in his 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, he must notify the Purchasing Division immediately. Such notification must be received by the Purchasing 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 him 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 Purchasing Manager 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, postal money order, cashier's check, or irrevocable letter of credit. 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 or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 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.

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT: If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit 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. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit 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 Purchasing 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 Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED 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 his 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:

- Bidder's 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 Occupational 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 he 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, he will, if he 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, purchasing 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 attorney 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 form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his 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 on 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 to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required 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 state 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 Manager or selected designee.
- 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.

Form G-107 Rev. 07/01

PART I – INTRODUCTION

1.01. Purpose

The City of Fort Lauderdale, Florida is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide for the disposal of wastewater biosolids for the Public Services Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

1.02. Information or Clarification

For information concerning procedures for responding to this RFP, contact Procurement Specialist II, David Nash at (954) 828-7816 or dnash@fortlauderdale.gov. For information concerning the technical specifications or scope of services, contact Mike Just at (954) 523-1002, x2022 or mjust@fortlauderdale.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

It is preferred that all questions be submitted in writing to the Purchasing Division, 100 North Andrews Avenue, Fort Lauderdale, FL, 33301; ATTN: David Nash. To facilitate prompt receipt of questions, they can be sent via FAX to (954) 828-5576 ATTN: David Nash, or VIA e-mail to: dnash@fortlauderdale.gov. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule.

Please note: No part of your proposal can be submitted via FAX. The entire proposal must be submitted in accordance with the Instructions to Proposers contained in this RFP.

1.03. Pre-Proposal Conference/Site Visit

Proposers are strongly encouraged to attend a pre-bid conference to be held at 9:00 A.M. on July 21, 2004 at the George T. Lohmeyer Wastewater Treatment Plant located at 1765 SE 18 St., Fort Lauderdale, FL. The purpose of this conference is review the proposal requirements and scope of services with interested parties; answer any questions proposers may have; and take a tour of the facility. Proposers should bring a copy of this document with them.

No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, the location of the facility and the equipment, materials, and labor required to do the work.

Proposers wishing to inspect facilities where services are to be rendered should contact Mike Just at 954-532-1002, x2022.

1.04. Competency of Bidders

Proposals shall be considered only from firms that have been engaged in providing services similar to those specified herein for a period of **not less than three (3) years continuously** and that are presently engaged in the provision of these services. It may be necessary to produce evidence that they have sufficient financial support, delivery fleet and organization to insure that they can satisfactory perform the services if awarded a contract under the terms and conditions stated herein. The City reserves the right to conduct an on-site inspection of the proposer's facilities during normal working hours prior to award of bid or at any time throughout the term of the contract or any renewal.

1.05. Performance

It is the intention of the City to obtain the services as specified herein from a source of supply that will give prompt and convenient service. The awarded Contractor must be able to perform as required under the

Scope of Services below. Any failure of a successful bidder to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these services from other sources, when necessary, should a successful bidder be unable to perform on a timely basis and such delay may cause harm to the using department or city residents.

1.06. Contract Term

The initial contract term is for two (2) years and is expected to begin on or about December 15, 2004. The City reserves the right to extend the contract for two (2) additional two year terms, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City.

1.07. Price

Proposer will quote a firm, fixed cost per wet ton of raw biosolids to be transported on the Cost Proposal pages.

1.08. Cost Adjustments

The cost for all items as quoted herein shall remain firm for the first year of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase, or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (60) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive, from the Contractor, a reasonable reduction in costs that reflect such cost changes in the industry.

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 contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

1.09 Fuel Surcharges

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 Price - Lower Atlantic as published by the U.S. Department of Energy's Energy Information Administration 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 once a quarter beginning with the second quarter of the contract. The first quarter will begin on the first Monday of the month following award of the contract and no surcharge will be allowed for this quarter. The second quarter will begin on the first Monday of the month approximately 90 days later and the appropriate surcharge will then be applied.

Fuel Surcharge Table (Prices/Gallon)		
At least	But less than	% Surcharge
	\$1.70	0.0 %
\$1.70	\$1.75	0.5 %
\$1.75	\$1.80	1.0 %
\$1.80	\$1.85	1.5 %
\$1.85	\$1.90	2.0 %
\$1.90	\$1.95	2.5 %
\$1.95	\$2.00	3.0 %
\$2.00	\$2.05	3.5 %
\$2.05	\$2.10	4.0 %
For each \$0.05/gal. increase thereafter add 0.5 %		

1.10. Lobbying Activities

Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 regarding Lobbying Activities. Copies of Ordinance No. C-00-27 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.ci.fort-lauderdale.fl.us/documents/index.htm>

1.11. General Conditions

Except as noted in the Special Conditions above, all terms and conditions of the attached General Conditions, pages 2-6, are included by reference.

PART II - RFP SCHEDULE

Release RFP	07/12/04
Pre-Proposal Conference	07/21/04
Last Date for Receipt of Questions of a Material Nature	07/23/04
Addendum Release (If required)	07/30/04
<u>PROPOSAL DUE (Prior to 2:00 PM)</u>	08/17/04
Evaluation Committee Review and Short Listing of Proposals (Estimated)	08/25/04
Oral Interviews with Finalists and Selection of First Ranked Proposer (Estimated)	09/01/04
City Commission Award of Contract (Estimated)	10/05/04
Commencement of Services (Estimated)	12/15/04

PART III - SPECIAL CONDITIONS

3.01. Variances

While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC.

3.02. 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.

3.03. RFP Documents

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

3.04. Proposers' Costs

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

3.05. Rules and Proposals

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

3.06. Invoice/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the hourly costs and all related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. The City will endeavor to make payment on a correct invoice within thirty (30) days after receipt of an invoice acceptable to the City.

Any amount owed to the City by the Contractor due to damage or loss of equipment, property, etc. shall be deducted from the Contractor's invoice submitted for the period in which the loss / damage took place.

3.07. No Exclusive Contract/Additional Services

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

While this contract is for services provided to the City's Public Services Department, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on

such additional items or services based upon a formula or method that is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other proposers, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

3.08. Cancellation

In the event that any of the provisions of the contract are violated by the successful bidder, the City may serve written notice upon such bidder of its intention to terminate the contract, and, unless ten (10) days after serving such notice upon the contractor, such violation shall cease and satisfactory arrangements for correction be made, the contract shall, upon expiration of said ten (10) days, cease and terminate, but the liability of such bidder and his surety for any and all such violations shall not be affected by any such termination.

3.09. Deletion of Modification of Services

The City reserves the right to delete any portion of this Contract at any time without cause, or add additional services, and if such right is exercised by the City, the total fee shall be reduced/added in the same ratio as the estimated cost of the work deleted/added 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. The contract agrees to accommodate the City for any reasonable adjustment in the scope of service.

3.10. Subcontracting

The use of subcontractors will not be allowed by the primary contractor, unless there are special circumstances approved by the city. It is the intent of this contract to require the primary contractor to provide all services required.

3.11. Substitution of Personnel

It is the intention of the City that the Contractor's management or supervisory personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to prior City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

3.12. Insurance

The Contractor shall furnish proof of Workers' Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. 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 Commercial General Liability and Automobile Insurance. Any costs for adding the City as "Additional Insured" will be at the Contractor's expense.

Worker's Compensation and Employer's Liability Insurance

Limits: Worker's Compensation – Statutory 440.055
Employer's Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Worker's 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, Worker's Compensation Division at phone number (850) 413-1601 or on the web at <http://www.fldfs.com/WC/>

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:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for hazards commonly referred to as "Explosion, Collapse and Underground" exclusions – on construction contracts only.

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
Combined Single Limit	\$1,000,000 (Bodily Injury and Property Damage Combined)

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

In the event that you are the successful proposer, you will be required to provide a Certificate naming the City as an "Additional Insured" for both General Liability and Automobile.

3.13. Performance Bond/ Irrevocable Letter of Credit

A performance bond is required for this contract. In addition to the requirements of paragraph 4.01 of the General Conditions, the amount stipulated is equal to the value of the first year of the contract. Proposer should submit proof of ability to secure a bond with their proposal.

3.14. Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, windows, and vehicles 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.

Damage to or loss of any city property used by the Contractor shall be repaired and/or replaced at the contractor's expense with no charge-backs or additional charges to the City.

3.15. Trial Period

If the highest ranked proposer meeting specifications has not previously performed like services for the City of Fort Lauderdale, the City reserves the right to request a trial period of 30 to 90 days in order to determine that the bidder will perform to the City's complete satisfaction. If a trial period is requested, all terms and conditions of the bid shall apply, and the Contractor shall provide all required documentation prior to commencement of any work.

The Contract Coordinator (or his designee) shall complete a performance evaluation prior to the end of the trial period. The evaluation shall be given to the Contractor for review and comment and shall serve as the basis for continuation or termination of services. The trial period shall not be considered as part of the initial contract term. Only after successful completion of the trial period, shall a contract be initiated.

3.16. Liquidated Damages

Failure of the contractor to perform as described, or not complete all activities as required and as provided herein, may be just cause for the assessment of damages, as described below, and such damages shall be considered as liquidated damages.

The operating characteristics of the G.T. Lohmeyer Plant are such that each disposal vehicle must report in a timely fashion. 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 \$400 as fixed, agreed, and liquidated damages for each incident. Such deductions will continue until said service is properly performed or the contract is cancelled.

These charges are intended to act as an incentive for the Contractor to perform in full compliance with the specifications. Acknowledgment and agreement is given by both parties that the amount herein above set is not intended to be, nor shall be deemed to be, in the nature of a penalty.

PART IV - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES

4.01. Objective

The main objective of the project is to remove wastewater biosolids from the G.T. Lohmeyer Plant, treat and transport them to an approved dumping site as defined by the appropriate United States Environmental Protection Agency (USEPA) and Florida Department of Environmental Protection (FLDEP) regulations. 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.

4.02. Analysis of Existing Operating Systems

The Proposer will be required to review and analyze GTL's current transportation, treatment, and disposal process and plans to project future disposal process systems, 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 Proposer will provide a detailed plan which will serve to identify the methods that will be utilized to remove, treat and dispose of dewatered raw waste-activated biosolids generated at GTL. The proposed plan will include transportation, treatment process and disposal of dewatered raw waste-activated biosolids.

GTL currently has an agreement for dewatered raw waste-activated biosolids, transportation, treatment and disposal. The current agreement expires on December 14, 2004. 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 Okeechobee, FL. The Proposer will provide a continuation of this method of biosolids disposal, or provide a suitable alternate treatment and disposal plan at a Residuals Management Facility (RMF), which generates a Class A, or AA material.

The Proposer must also detail plans for backup treatment and disposal alternatives should the primary method be forced to shutdown.

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. Should the Proposer propose treatment at an approved RMF, the Proposer will be required to complete and submit the annual Residuals Summary and Report to the USEPA and FDEP each February.

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.

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 maintain the truck scales. The City will be responsible for depositing dewatered raw waste-activated biosolids into dump trailers provided by the Proposer 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. Areas of responsibility will include, but are 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 Department of Planning and Environmental Protection (DPEP).

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 the 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.

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.

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 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 City's onsite trailer weight scales, unless alternate method is mutually agreeable.

All trucks are required to be released as full with an authorized City signature with one copy of the truck ticket (and/or manifest) given to the City 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 DPEP 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 life cycle "cradle to grave" responsibility as defined by USEPA in 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 three (3) 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 Plant are from 4:00 P.M. Sunday to 4:00 P.M. Friday, 24 hours each day.

4.11 Estimated Quantities

The approximate amount of dewatered raw waste-activated biosolids produced by the GTL Plant per day is 100 to 200 wet tons of cake (15 to 20% solids.) Variances in daily production rates are the result of seasonal fluctuations and equipment downtime.

Historical and Projected Estimated 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	Maximum daily sludge quantities in wet tons per day
2001	98.42	36.02	108 (October)	175
2002	97.08	37.47	107 (April)	175
2003	94.25	36.23	114 (April)	200
2004	107.96	40.88	-	-
2005	109.54	41.48	-	-
2006	111.13	42.08	-	-
2007	112.71	42.68	-	-
2008	114.29	43.28	-	-
2009	115.88	43.88	-	-

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 – February 2004

Constituent	Laboratory Results (dry weight basis)
Arsenic	4.0 mg/kg
Cadmium	BDL
Chromium	20 mg/kg
Copper	880 mg/kg
Lead	58 mg/kg
Mercury	1.8 mg/kg
Molybdenum	BDL
Nickel	36 mg/kg
Selenium	BDL
Zinc	500 mg/kg

PART V – PROPOSAL EVALUATION CRITERIA

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It will be a two-step process. In step one, the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee **may** then conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The first ranked proposer resulting from this process will be recommended to the City Commission for award of a contract.

The award of the contract will be based on certain objective and subjective considerations listed below:

- A. Understanding of the overall needs of the City for such services as presented in the narrative technical proposal: Technical Approach, Management reports, Communication, Mobilization. **(30 points)**
- B. Experience, qualifications and past performance of the proposing firm, including persons proposed for the contract, facilities and resources: Staff, Licenses / Certificates, Resources, Training, Screening, Evaluations, Supervising, References. **(40 points)**
- C. Estimated cost to the City based upon total proposed cost for the quantities listed. **(30 points)**

TOTAL POINTS AVAILABLE: 100

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

NOTE REGARDING PRICE: *The firm providing the lowest cost to the City will receive the maximum of 30 points. Points will be awarded to other proposers in the following manner:*

2nd Lowest Proposer:
2nd lowest cost – lowest cost = X
X divided by lowest cost = Y
Y times the total number of cost points = Z
Total number of cost points – Z = points assigned to 2nd Lowest

Example:
Lowest cost = \$1000 2nd lowest cost = \$1250 Total available points = 30
1250 – 1000 = 250
250 / 1000 = .25
.25 x 30 = 7.5
30 – 7.5 = 22.5 points to 2nd lowest bidder

PART V - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages that follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

All proposals must be received in the Purchasing Division, Room 619, 6th floor, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in the Schedule Section of this RFP.

A representative who is authorized to contractually bind the Contractor shall sign the proposal.

**PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY
PLUS EIGHT (8) COPIES OF THE PROPOSAL PAGES
INCLUDING ANY ATTACHMENTS**

THE ABOVE REQUIREMENT TOTALS SIX (9) COPIES OF YOUR PROPOSAL

PROPOSAL PAGES ARE AS FOLLOWS:

Proposal Signature Page

Proposal Page Part I - Cost Proposal

Proposal Page Part II - Technical Proposal

Proposal Page Part III - Questionnaire

Additional Attachments to your Proposal

PROPOSAL SIGNATURE PAGE

TO: The City of Fort Lauderdale

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 and legal advertisements contained in the RFP. 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 proposal.

Proposal submitted by:

Name (printed) _____ Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No: _____ FAX No.: _____

Signature: _____ **Date:** _____

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

Addendum No. Date Issued

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 RFP, attachments or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variations:

Does your firm qualify for MBE, WBE, or SBE status, in accordance with **Section 1.08** of the General Conditions?

MBE ____ WBE: ____ SBE: ____

PROPOSAL PAGES PART I PRICE LIST / COST PROPOSAL

Indicate your proposed cost per wet ton in the formula below and complete the extended cost. This figure will be used to award the cost points per Section V on page 20 above.

For purposes of this calculation only, the City is assuming 200 wet tons of production per day and 260 days of plant operation per year.

$$\begin{array}{ccccccc} \text{Cost per wet ton} & & \text{Tons per day} & & \text{Days per year} & & \text{Total Annual Cost} \\ \$ \underline{\hspace{2cm}} & \times & 200 & \times & 260 & = & \$ \underline{\hspace{2cm}} \end{array}$$

Example:

$$\begin{array}{l} \text{Cost per wet ton} = \$10.00 \\ 10 \times 200 \times 260 = \$520,000 \text{ per year} \end{array}$$

PROPOSAL PAGES PART II – TECHNICAL PROPOSAL

Suggested Submittals: (To be indexed and submitted in the order listed)

A. Letter of Interest / Cover Letter - Briefly state the Proposer's understanding of the services to be rendered, and make a positive commitment to perform according to the requirements noted in the RFP.

B. Narrative - Proposer shall include a comprehensive narrative to include the following:

Understanding of the City's needs for sludge disposal services at the City's G.T. Lohmeyer Plant and your overall approach to those needs, including monitoring and supervising assigned personnel. Understanding of the City's concerns about environmental issues and the proper disposal of wastewater biosolids.

A review and analysis of GTL's current transportation, treatment, and disposal process and plans to project future disposal process systems, 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.

A detailed plan which will serve to identify the methods that will be utilized to remove, process and dispose of dewatered raw waste-activated biosolids generated at GTL. The proposed plan will include transportation, treatment process and disposal of dewatered raw waste-activated biosolids. The Proposer must also detail plans for backup treatment and disposal alternatives should the primary method be forced to shutdown.

C. Professional Licenses and Certificates; Insurance & Bonds – Submit a copy of all Licenses, Certificates, Registrations, Permits etc. that your company / staff possesses – to include, but not be limited to occupational, state and local, registrations, safety certificates, etc.. Company must be licensed and/or registered in the State of Florida in all required disciplines – Also include proof of insurance and ability to secure a performance bond in this section.

D. Company Profile – Legal name, address, Telephone number, Fax number, E-mail address, Web page address, etc. of the proposer, together with legal entity(corporation, partnership, etc.) Firm must be established as a legal entity in the State of Florida. Provide years in business. State whether the firm is local, regional, or national. Provide a list of owners and/or partners and managers of the firm. Include names, addresses and phone numbers. Provide three (3) years of audited financial statements and any additional information that your firm wishes to supply to augment its proposal.

E. Vehicles/Equipment - Provide information regarding the proposed equipment to be used to haul the biosolids to the disposal site(s) in accordance with the specifications. Include at least one picture of the vehicles proposed for this contract, with company name and logo. Vehicle description should list make, model, mileage, condition, etc. Describe any additional equipment installed and the equipment installation configuration. Describe your vehicle and equipment maintenance procedures and schedules. Describe your procedures for handling any spills or vehicle breakdowns.

F. Facilities – List any existing treatment facilities now being used by your firm, including contact names and phone numbers. If your firm is planning to build a new facility in the south Florida area to treat wastewater biosolids, provide a brief time line schedule in months to completion of construction, including startup and shakedown of the operating system.

G. Joint Venture – If Submitting as a joint venture, submit a copy of the joint venture agreement including the financial agreement between the parties and the percentage of participation of the parties.

H. Disputes, Litigation and Defaults – Applicant shall disclose the results, including amount of settlement, if any, for all prior litigation, arbitration, mediation or other claims involving the applicant or any consultants for a period of five (5) years prior to the submission of this proposal. Additionally, supply all regulatory agency enforcement action records for the past five (5) years to include USEPA and any state regulatory agency.

I. Qualifications / Experience - Describe firm's local experience and the nature of service with sludge hauling contracts of similar size and complexity, in the previous three (3) years.

J. Staff - Give a complete list of the number of managers, supervisors, and other staff employed by the firm. Resumes for each managerial and supervisory person to be assigned to the project should be submitted, as well as those of the principals of the firm, including the following information:

1. Formal level of education
2. Relative Supplemental education
3. Membership in various relevant national, state and local associations
4. Professional recognition, awards, etc.
5. Experience in providing sludge hauling services.
6. Any special skills, experiences, qualifications, etc.

Describe your employee screening, hiring and training practices that would apply to drivers proposed for the City contract. A copy of your manuals can complete this requirement.

Briefly describe your supervisory and employee evaluation practices that would apply if awarded the City contact. A copy of your personnel and/or operating manuals can complete this requirement.

K. References – A list of current and former major accounts along with contact persons name and phone number(s) This list should include accounts that represent company's experience with entities of similar size and exposures as the City of Fort Lauderdale.

L. Communication – Describe the communication plan and equipment you will provide to the drivers. Do you have dispatch service and, if so, what are the hours and days of coverage, and how is it equipped? Would drivers have 24 hour per day 7 days per week access to a supervisor and if not, how would they contact supervisor?

M. Management Reports: Please provide a sample of various management reports that you can provide if awarded this contract.

**YOUR OVERALL SCORE DEPENDS ON HOW THESE
ITEMS ARE ADDRESSED. IF LITTLE OR NO
INFORMATION IS PROVIDED, YOUR PROPOSAL
CANNOT BE FAVORABLY CONSIDERED.**

PROPOSAL PAGES PART III - QUESTIONNAIRE

Have you ever failed to complete work that was awarded to you? If so, where and why?

List any governmental/municipalities and/or like size organizations for which you have provided similar services in the last three years. Provide agency name, address, telephone number, contact person, and date service was provided. If services provided differ from the ones presented in your proposal, please identify such differences. These organizations will be contacted by the evaluation committee.

<u>Agency/ Organization</u>	<u>Contact Name</u>	<u>Contact Phone</u>	<u>Date(s) of Service</u>

List those City of Fort Lauderdale agencies and contacts with which the proposer has had contracts or agreements during the past three (3) years:

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

PROPOSER PLEASE INSURE THAT YOU HAVE SIGNED THE SIGNATURE PAGE OF THESE PROPOSAL PAGES. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL .

COMPLETE AND RETURN THE REQUIRED NUMBER OF PROPOSAL PAGES AND ATTACHMENTS.

PROPOSAL IDENTIFICATION: Please indicate on the face of your sealed proposal package the following:

**RFP NO. 442-9072
SLUDGE DISPOSAL SERVICES
OPENS 8/17/04, 2:00 P.M.**