

**FIRST AMENDMENT
OF A FIXED UNIT PRICE AGREEMENT**

THIS AGREEMENT is made as of the 14th day of September 2020, between **THE CITY OF LEESBURG, FLORIDA** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **A.C.M.S., INC. d/b/a HEART OF FLORIDA ENVIRONMENTAL** whose address is 835 CR-529, Lake Panasoffkee, Florida 33538 (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

THAT, on February 13, 2017, the CITY and CONTRACTOR entered into a unit price supply agreement whereby the CONTRACTOR agreed to furnish bio-solids disposal services to the CITY (hereinafter referred to as the "Agreement").

WHEREAS, the parties wish to extend the term of the Agreement and have entered into this Amendment for that purpose.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement and from other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:


1. **Recitals.** The above recitals are true and correct and are incorporated by reference herein and made a part hereof.
2. **Amendment.**
 - a. The parties agree to extend the term of the agreement to SEPTEMBER 30, 2023.
 - b. **Employment Eligibility.** Effective January 1, 2021 at 12:01 AM EST, the CONTRACTOR becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.
3. **Modification.** Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the CITY and CONTRACTOR other than as defined above.

4. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

[Signature page follows.]

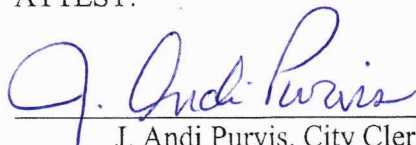
IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement for professional services.

CITY OF LEESBURG, FLORIDA



Elise Dennison, Mayor

ATTEST:



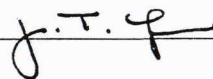
J. Andi Purvis, City Clerk

Approved as to form:



Fred A. Morrison, City Attorney

A.C.M.S., INC
d/b/a HEART OF FLORIDA ENVIRONMENTAL

By:  _____

Printed: J.T. LEASON

Its: DISTRICT MANAGER
(Title)

RESOLUTION NO. 10,705

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A FIRST AMENDMENT TO AN EXISTING AGREEMENT WITH A.C.M.S., INC. D/B/A HEART OF FLORIDA ENVIRONMENTAL FOR BIO-SOLIDS DISPOSAL AS THE SECONDARY CONTRACTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the parties entered into an Agreement for bio-solids disposal services on February 13, 2017 pursuant to Invitation for Bid 170161.

WHEREAS, the parties wish to execute a First Amendment extending the term of the Agreement for three additional years through September 30, 2023.

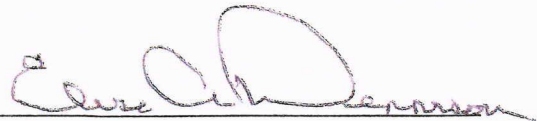
BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with A.C.M.S., INC. d/b/a HEART OF FLORIDA ENVIRONMENTAL whose address is 835 County Road 529, Lake Panasoffkee, Florida 33538 for dewatered bio-solid disposal services pursuant to an existing Agreement between the parties.

THAT all future expenditures for services ordered under this Agreement, including any Amendments, are approved providing the City Commission has appropriated sufficient funds in the fiscal year within which the expenditures are to be made. Should a department fail to budget funds specifically for the services provided under the Agreement, including any Amendments, approved by this Resolution, or if a department wishes to expend funds in excess of the appropriated amount, prior approval by the City Commission shall be required.

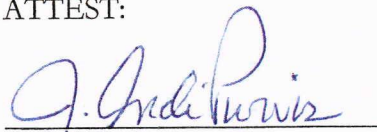
THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 14th day of September 2020.



Elise A. Dennison, Mayor

ATTEST:


City Clerk

FIXED UNIT PRICE AGREEMENT

THIS AGREEMENT is made as of the 13th day of February in the year 2017, between The City of Leesburg, a Florida Municipal Corporation, (CITY) whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630, and **A.C.M.S., INC. d/b/a HEART OF FLORIDA ENVIRONMENTAL** (CONTRACTOR) whose address is 835 CR-529, Lake Panasoffkee, Florida 33538.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Contract Documents.** This Contract Documents consist of:
 - a. This Agreement; and
 - b. Invitation to Bid (ITB) 170161 – Disposal of Dewatered Bio-Solids (Cake) in its entirety, incorporated by reference and made a part hereof; and
 - c. Addendum No. 1 to ITB 170161; and
 - d. The CONTRACTOR’S response to ITB 170161 incorporated by reference and made a part hereof.

2. **Supplies or Services.** The CONTRACTOR shall furnish bio-solids disposal services in the Contract Documents as the Secondary Contractor. The unit costs of the services shall not exceed those stated in **ATTACHMENT “A”** except where the cost adjustment clause has been exercised following the Firm Fixed Price Period. Nothing herein shall limit the CITY’S right to obtain proposals or services from other contractors for the same or similar work.

3. **Labor and Materials.** The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY’s representative.

4. **Term of Agreement.** The initial term of this Agreement shall commence on the date of execution and be effective through **September 30, 2020**. Agreement may be renewed for no more than three (3) additional years, if mutually acceptable by both parties and approved by the Leesburg City Commission.

5. **Non-appropriation.** The CONTRACTOR understands and agrees that this Contract is subject to the availability of funds to the CITY to purchase the specified products/services. As used herein, a “non-appropriation” shall be defined as an occurrence wherein the CITY, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to this Contract, from the source of funding which the CITY anticipates using to pay its obligations hereunder, and the CITY has

no other funds, from sources other than ad valorem taxes, which it deems to be available to pay its obligations under this Contract. The CITY may terminate this Contract, with no further liability to the CONTRACTOR, effective the first day of a fiscal period provided that:

- (a) A non-appropriation has occurred, and
- (b) The CITY has provided the CONTRACTOR with written notice of termination of less than fifteen (15) days before the proposed termination date.
- (c) In the event of any termination, the CONTRACTOR shall be paid for all services rendered and expenses incurred to the effective date of the termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

Upon the occurrence of such non-appropriation the CITY shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

6. **Payment.** All invoices shall contain the purchase order number, date and location of delivery and confirmation of acceptance of the goods or services by the appropriate City representative. Failure to submit invoices in the prescribed manner will delay payment. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

7. **Firm Fixed Price Period.** All Pricing will be firm and fixed through September 30, 2017. Following the firm fixed price period the CONTRACTOR may request a price adjustment as provided for in the Cost Adjustments section.

8. **Cost Adjustment.** Pricing for terms beyond the Initial Terms shall be subject to an adjustment only if increases in the industry occur. 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 the latest index published and available ninety (90) days prior to September 30th of each year compared to the index for the same month twelve (12) months prior.

The CONTRACTOR is responsible for submitting any request for price increase. Any requested cost increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the end of any fiscal year, currently September 30th of each year. Should the CONTRACTOR not request a price increase prior to the sixty (60) day period the prices in effect at that time will remain in effect for the next twelve (12) month period of the contract. Any approved cost adjustment shall become effective October 1st. 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 Agreement can be cancelled by the CITY upon giving thirty (30) days written notice to the CONTRACTOR.

9. **Termination of Agreement**

- a. **For Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with FIFTEEN (15) calendar days advance notice in writing. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.

- b. **For Default.** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (show cause notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's show cause notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the show cause notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement,

and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the CITY.

In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY.

Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

10. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

11. **Insurance.** The CONTRACTOR will maintain throughout this Agreement the following insurance:

- a. The original of each such policy of insurance, or a complete duplicate, shall be delivered to the CITY by CONTRACTOR prior to starting work, together with evidence that the premiums have been paid.

- b. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- c. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors' work.
- d. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- e. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR'S interests or liabilities, but are merely required minimums.
- f. All liability insurance, except professional liability, shall be written on an occurrence basis.
- g. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- h. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
- i. Except for works' compensation and professional liability, the CONTRACTOR'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
- j. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:
 - City of Leesburg**
 - Attention: Mike Thornton, Purchasing Manager**
 - P.O. Box 490630**
 - Leesburg, Florida 34749-0630**
- k. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- l. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- m. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- n. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR'S liability coverage(s).

- i. **Comprehensive General Liability.** The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent contractors, contractual liability covering the agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground exposures (x,c,u).

For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY'S acceptance of the project.

- ii. **Business Automobile Liability.** The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.
- iii. **Worker's Compensation.** The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease. CONTRACTORS exempt from maintaining Workers' Compensation insurance must provide a valid certificate of exemption issued by the State of Florida.

12. **Waiver of Lien.** The CONTRACTOR agrees to make payment of all proper charges for labor and materials supplied and CONTRACTOR shall hold harmless the CITY against any claim arising out of any unpaid bills for labor, services, or materials furnished for the project covered by this Agreement.

13. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials

furnished to this project; any failure of performance of CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

If however, this Agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

14. **Codes, Laws, and Regulations.** CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

15. **Permits, Licenses, and Fees.** CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. All permits and licenses required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions.

16. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall 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. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall 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 Agreement 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 by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

17. **Access to Records.** The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

18. **Contingent Fees Prohibited.** The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

19. **Acceptance of Goods or Services.** The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY

reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

20. **Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

21. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

22. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

23. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

24. **Contact Person.** The primary contact person under this Agreement for the CONTRACTOR shall be Marilyn Connell, General Manager (email: mconnell@hoflenv.com).

The primary contact person under this Agreement for the CITY shall be **Rick Harris II, Plant Manager/IPP Coordinator** (email: rick.harris@leesburgflorida.gov).

25. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

26. **Disclosure of Conflict.** The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

27. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

28. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

THE CITY OF LEESBURG, FLORIDA

By: _____
Robert Bone, Jr., Mayor

ATTEST:

J. Andi Paris

City Clerk

Approved as to form:

MB

City Attorney

A.C.M.S., INC.
d/b/a HEART OF FLORIDA
ENVIRONMENTAL

By: *Charles S. Dean, Jr.*
Charles S. Dean, Jr. (Feb 6, 2017)

Printed: Charles S. Dean, Jr.

Its: President

(Title)

ATTACHMENT "A"

City of Leesburg, Florida
170161 Disposal of Dewatered Bio-Solids

SECTION 4
Page 2 of 5

SCHEDULE OF BID ITEMS

Your Bid **MUST BE** submitted on this form. Double check the Bid prices.
Amounts cannot be changed following the Bid due date and time.

Submitting

Vendor Name: A.C.M.S., Inc. DBA Heart of Florida Enviromental

Group 1 - CITY PROVIDES TRANSPORTATION – DISPOSAL ONLY					
ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT PRICE (QTY x UNIT PRICE)
G1.1	Dewatered Bio-Solids Disposal - Treated to Class B Level	3,000	TON	\$ 35.00	\$ 105,000.00
TOTAL BASE BID AMOUNT*					\$ 105,000.00
Alternate Item					
The City requests a price for disposal of Cake NOT stabilized to Class B Level.					
AG1.2	Dewatered Bio-Solids Disposal – NOT Stabilized to Class B	1	TON	\$ 42.06	\$ 126,180.00

*City shall adjust the Group 1 per ton cost to account for delivery costs incurred by the City for hauling. The formula shall be as detailed in Section 1 – Special Terms & Conditions, Paragraph ST-18. Bid Amount Evaluation Method.

Physical Address of disposal facility for delivery: 1032 CR 529A, Lake Panasoffkee, FL 33538

Group 2 - CONTRACTOR PROVIDES TRANSPORTATION & DISPOSAL					
ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT PRICE (QTY x UNIT PRICE)
G2.1	Dewatered Bio-Solids Hauling & Disposal - Treated to Class B Level	3,000	TON	\$ 45.00	\$ 135,000.00
TOTAL BASE BID AMOUNT					\$ 135,000.00
Alternate Item					
The City requests a price for hauling & disposal of Cake NOT treated to Class B Level.					
AG2.2	Dewatered Bio-Solids Hauling & Disposal – NOT Treated to Class B Level	1	TON	\$ 52.06	\$ 156,180.00

EPA Identification Number: n/a

[End of Form]



CITY OF LEESBURG FLORIDA

INVITATION TO BID (ITB)

ITB TITLE: **DISPOSAL OF DEWATERED BIO-SOLIDS (CAKE)**

ITB Number:	<u>170161</u>	Contracting Buyer:	<u>Mike Thornton</u>
Bid Due Date:	<u>January 18, 2017</u>	Pre-Bid Meeting:	<u>N/A</u>
Bid Due Time:	<u>2:00 P.M.</u>	Issue Date:	<u>January 9, 2017</u>

Brief Description / Purpose

INVITATION TO BID No. 170161 City of Leesburg, Florida

The City of Leesburg, Florida invites interested and qualified vendors to submit a bid for the disposal of dewatered bio-solids (cake) produced by the City's wastewater processing as specified in the bid document. Bidders must carefully review the specifications and the Schedule of Bid Items to insure the submit the appropriate bid for only the disposal of the bio-solids or for the hauling and disposal of the bio-solids.

Bids will be received at the Purchasing Office located at 204 N. 5th Street, Leesburg, Florida 34748 no later than the appointed due date and time. Bids will also be received electronically by email to purch@leesburgflorida.gov no later than the appointed due date and time or as revised by any addenda.

Registered vendors may obtain a copy of the ITB online at www.publicpurchase.com. A copy may also be obtained by e-mailing a request to purch@leesburgflorida.gov or by calling (352)728-9880.

Publish: Public Purchase

Bid Package Distribution

The City of Leesburg uses Public Purchase (www.publicpurchase.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation, nor will any fees be charged to the awarded vendor. Refer to www.leesburgflorida.gov/purchasing/bids.aspx for further information.

Registration with Public Purchase **is required** in order to download and view solicitation documents. Should time not permit please contact the Purchasing Division at (352) 9786 x 1500 or by e-mail at purch@leesburgflorida.gov to obtain a solicitation document(s).

SECTION 1 – SPECIAL TERMS & CONDITIONS

ST-1. **PURPOSE**

The City of Leesburg Wastewater Treatment Division is in the final stages of constructing a Belt Filter Press Dewatering facility. When operational the City will be generating dewatered bio-solids, or cake, and will need to contract with a company to dispose of the material.

ST-2. **BIO-SOLIDS LOCATION**

The bio-solids will be located at and hauled from 608 N. Canal Street, Leesburg, Florida 34748

ST-3. **INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this ITB, technical specifications, etc., utilize the question & answer feature provided by Public Purchase. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or solicitation procedures will be valid only if transmitted by written addendum (See addendum section of Public Purchase Site). No variation in price or conditions shall be permitted based upon a claim of lack of knowledge. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

ST-4. **DESIGNATED PROCUREMENT REPRESENTATIVE**

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted no later than five (5) working days before the bid opening date.

Mike Thornton, Purchasing Manager
City of Leesburg | Purchasing Department
204 N. 5th Street, Leesburg, FL 34748
Phone: 352-728-9880 | E-mail: purch@leesburgflorida.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Purchasing Division for the City of Leesburg.

ST-5. **ELIGIBILITY**

Contractor must be regularly engaged in the business of waste disposal. Contractor must hold all required and necessary licenses, certifications and permits for performing the services required under the resulting Contract.

ST-6. **CONTRACTOR STANDING**

To be deemed responsible and eligible for award of a Contract from this solicitation, Contractors must be in good standing with the City as related to performance on any existing or previous Contract with the City.

ST-7. LICENSES and PERMITS

Awarded Contractor shall be responsible for purchase any required licenses or permits for disposal facilities and equipment if necessary. If Contractor equipment is being used for collection, transportation and disposal said equipment shall be properly licensed and permitted for its use.

ST-8. RESTRICTED DISCUSSIONS

From the date of issuance of this solicitation until final City action, vendors should NOT discuss the solicitation or any part thereof with any employee, agent, or any other representative of the City except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

ST-9. DELIVERY OF SOLICITATION RESPONSE

To be considered for award, a complete bid response must be received and accepted in the Purchasing Division, or be in the possession of the City, no later than the due date and time established within the solicitation. Allow sufficient time for transportation and inspection.

- a. **Hard Copy Response** - Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid is securely sealed in an opaque envelope/package to provide confidentiality of the bid prior to the solicitation closing.

Delivery IN PERSON	THIRD PARTY CARRIER i.e., Fed-Ex, UPS
PURCHASING DIVISION CITY OF LEESBURG 204 N. 5TH STREET LEESBURG, FLORIDA	PURCHASING DIVISION CITY OF LEESBURG 204 N. 5TH STREET LEESBURG, FLORIDA 34748

- b. **Electronic Mail** – Responses may be e-mailed to purch@leesburgflorida.gov All responses received in this email box prior to 2:00 PM EST on the due date will be considered for award. Bid responses received after this time will NOT be considered.

ST-10. COMPLETION REQUIREMENTS FOR INVITATION TO BID

Complete all forms and Item Bid Schedule. One (1) original of all forms and Item Bid Schedule must be returned submitted by the vendor shall be sealed and delivered to the Purchasing Division no later than the official bid opening date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter. The City is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the City and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the City may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid or proposal must initial the change. The bid shall be manually signed by an official authorized to legally bind the Bidder to its provisions.

Specific Completion Directions - Pricing shall be completed using the provided Schedule of Bid Items in the Forms Section of this solicitation.

ST-11. BID RESPONSE GUARANTEE – Not Applicable

ST-12. RETURN OF BID RESPONSE GUARANTEES – Not Applicable

ST-13. GUARANTY OF FAITHFUL PERFORMANCE AND PAYMENT – Not Applicable

ST-14. POWER OF ATTORNEY – Not Applicable

ST-15. BID OPENING

A public bid opening will be held shortly after the appointed due date and time. All bids that have been received before the due date and time will be opened and the names of the bidders submitting bids will be read aloud and recorded with the bid amounts for each of the base bid items. The bids will be available for inspection in the Purchasing Division during normal business hours.

ST-16. LOCAL VENDOR PREFERENCE

(Applicable to projects whose cost is \$25,000 or greater.)

The City of Leesburg applies a Local Vendor Preference (LVP) for the purchase of personal property, general services, and professional services where the total purchase cost is \$25,000 and greater by means of competitive bid, request for proposals, qualifications or other submittals and competitive negotiation and selection. Except where federal or state law/requirements mandate to the contrary, preference shall be given to Local Vendors in the following manner:

- a. **“Tier I Local Vendor”** shall be defined as the primary Business Office or a Full Time Sales Office of the vendor being located within the City of Leesburg or the vendor receiving one or more Utility Services from the City of Leesburg.
 - i. **Tier I Local Vendor** - Under a Competitive Solicitation, the City may give a preference to a Tier I Local Vendor in the amount of five percent (5%) of the bid price or \$25,000, whichever is less.
- b. **“Tier II Local Vendor”** shall be defined as the primary Business Office or a Full Time Sales Office of the vendor not meeting the definition of a Tier I Local Vendor but nonetheless being located within the 20-Mile Radius as defined in this policy.
 - i. **Tier II Local Vendor** - Under a Competitive Solicitation, the City may give a preference to a Tier II Local Vendor in the amount of two percent (2%) of the bid price or \$10,000, whichever is less.

The Local Vendor preference will be applied only to the items/amount used for purposes of bid evaluation and determining award.

Bidders wanting a copy of the entire policy can receive one by making a request by e-mail to purch@leesburgflorida.gov or by calling the purchasing office at (352) 728-9880.

ST-17. METHOD OF AWARD

To a single vendor in the aggregate. Recommendation of Award will be to the responsible bidder submitting the lowest responsive bid, or adjusted bid amount, and holding the necessary licenses, certifications and experience. Determination of low bid amount will be made using the evaluation method provided below for Group 1 bids. Group 2 bids will be evaluated using the Total Base bid amount only as the bidder would provide hauling equipment and transport material. Local Vendor Preference will be considered when applicable in determining the low bid amount.

ST-18. BID AMOUNT EVALUATION METHOD

The purposes of comparing Group 1 per ton bid amount to a Group 2 per ton bid amount the City shall apply a formula to calculate an adder to account for the City's transportation costs associated with Group 1.

Formula:

$$((\text{One-way mileage to facility} \times 2) \times \$2.00 \text{ per mile}) \times 94 \text{ loads} = \text{Per Mile Cost}$$

Example:

Bidder is 25 miles from the Canal Street WWTF and they submitted a per ton disposal price of \$25.00.

$$((25 \text{ miles} \times 2) \times \$2.00) \times 94 = \$9,400.00 = \text{City's annual transportation cost}$$

$$\text{Bid quantity} \times \text{bid unit cost} = \text{total annual disposal cost}$$

$$\text{Total annual cost} + \text{annual transportation cost} / 1 \text{ ton} = \text{adder per ton price}$$

$$3,000 \text{ tons} \times \$25.00 = \$75,000$$

$$\$75,000 + \$9,400.00 / 3000 \text{ lbs} = \$28.13 \text{ adjusted per ton price (total disposal cost)}$$

ST-19. QUANTITIES

The City reserves the right to alter the quantities of work to be performed at any time when necessary and the Contractor shall perform the work as altered, increased or decreased. Payment for such altered increased or decreased quantity will result in an Equitable Adjustment for changed work. Equitable Adjustments can result in price increases for the Contractor for increased work, or price reductions for the City for reduced work. No allowance will be made for any change in anticipated profits nor shall such changes be considered as waiving or invalidating any conditions or provisions of the Contract and Bond.

ST-20. CONTRACT

The City intends to execute a Fixed Unit Price Contract (Contract) prepared by the City with the awarded company as a result of this solicitation.

ST-21. TERM OF CONTRACT

The City intends to award a Contract with an initial term of three (3) years and provide an option to extend the term of the Contract.

ST-22. METHOD OF PAYMENT

- i. All invoices shall contain the purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate City representative.
- ii. Failure to submit invoices in the prescribed manner will delay payment.

ST-23. INSURANCE AND INDEMNITY REQUIREMENTS – Applicable only if Contractor is hauling material and working on City property.

- a) **Scope of Insurance** - The Contractor shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the agreement, Contract or lease.
 - i. All required insurance shall be provided by insurers acceptable to the City with an A.M. Best rating of at least A: VII.
 - ii. The Contractor shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
 - iii. The required insurance shall be secured and maintained for not less than the limits required by the City, or as required by law, whichever is greater.
 - iv. The required insurance shall not limit the liability of the Contractor. The City does not represent these coverages or amounts to be adequate or sufficient to protect the Contractor's interests or liabilities, but are merely required minimums.
 - v. The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the Contractor shall make available certified copies of the various policies for inspection.
 - vi. All liability insurance, except professional liability, shall be written on an occurrence basis.
 - vii. The Contractor waives its right of recovery against the City to the extent permitted by its insurance policies.
 - viii. Insurance required of the Contractor, or any other insurance of the Contractor shall be considered primary, and insurance of the City, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.
- b) **Indemnification** - The Contractor shall indemnify and hold harmless the City and its officers and employees, from liabilities, damages, attorneys' losses, and costs, including, but not limited to, reasonable fees, to the extent caused by the negligence, recklessness,

- or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Contract.
- c) **Certificate of Insurance** - The Contractor shall provide evidence of required minimum insurance by providing the City an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the City, before any work under the agreement, Contract or lease begins.
- i. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.
 - ii. The Certificate(s) of Insurance shall designate the City as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
 - iii. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
 - iv. The Certificate(s) of Insurance shall indicate that the City shall be notified at least thirty (30) days in advance of cancellation.
 - v. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
 - vi. The Contractor, at the discretion of the Risk Manager for the City, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the Contractor's liability coverage(s).
- d) **Comprehensive General Liability** - The Contractor shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent Contractors, Contractual liability covering the agreement, Contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).
- i. For remodeling and construction projects, the Contractor shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the City's acceptance of the project.
- e) **Business Automobile Liability** - The Contractor shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.
- f) **Workers' Compensation** - The Contractor shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.

Contractors exempt from maintaining Workers' Compensation insurance must provide a valid certificate of exemption issued by the State of Florida.

[END OF SECTION]

TS-1. BACKGROUND

The City of Leesburg is seeking to establish a contract for the disposal of bio-solids (cake).

The City of Leesburg will be completing a project to construct a Belt Filter Press Dewatering facility at the Canal Street Wastewater Treatment plant. The City anticipates generating an estimated 2,500 cubic yards annually of bio-solids as dewatered cake.

The City has not previously contracted for this service; the City historically has been able to conduct land application with in-house resources. However, as the population of the City increases, so do the demands on the City's wastewater treatment facility.

TS-2. DESCRIPTION OF WASTE

The City's bio-solids (cake) are currently processed to a stabilized Class B rating that meets all related regulations as stated in 40 CFR 503.1 - 503.48. (This is the current rate of stabilization for our bio-solids. We would hope to have under contract a company that does not require the pressed cake to be previously stabilized to a Class B product. If so, this will reduce the cost at the plant to stabilize the bio-solids prior to pressing it into a cake.)

The City is requesting pricing for bio-solids disposal not stabilized to a Class B rating. Bidders shall provide a price for both Class B stabilization and not Class B stabilization.

TS-3. MATERIAL STABILIZATION LEVEL

The City currently treats the bio-solid waste to a Class B level. The City may choose to reduce the level of stabilization to less than Class B at any time during the term of the Contract.

The City shall provide 30-days advance notice if the stabilization level is reduced. The vendors quoted unit price for the lower level of stabilization will become effective on the first delivery of bio-solids stabilized to the lower level.

TS-4. MATERIAL TESTING

The City shall be responsible for the testing of all material to be disposed. Testing shall be done in accordance with applicable regulations and standards.

TS-5. SCOPE OF SERVICES – GROUP 1 - CITY DELIVERY

- 5.1. **Delivery** - The City shall deliver bio-solids to awarded Contractors facility provided it is within a 50-mile radius of the Wastewater Treatment Facility (WWTF) at 620 North Canal Street, Leesburg, Florida 34748. The following specifications shall apply to City delivery of Cake. Contractor shall provide facility address on the Schedule of Bid Items form.

- 5.2. **Material and Weighing** – City shall be responsible for transportation and all related costs of transportation to the Contractors designated facility.
- 5.2.1. City shall be responsible for weighing the load at a certified scale prior to delivery and shall provide Contractor with a weigh certificate at time of delivery. Any discrepancy in the weight of the material must be claimed by the Contractor at the time of delivery; or
- 5.2.2. City shall weigh the load at the Contractors facility on their scale. Contractor shall provide scale certification annually to the City upon request.
- 5.3. **Deliveries** – Delivery by the City shall occur only on weekdays between the hours of 7:00 AM and 4:00 PM. Excluding all City holidays.

TS-6. **SCOPE OF SERVICES – GROUP 2 - CONTRACTOR HAULING**

- 6.1. **Pick up Location** - 608 N. Canal Street, Leesburg, Florida 34748
- 6.2. **Material and Weighing**
- 6.2.1. Contractor shall provide a trailer to remain on-site to collect the bio-solids.
- 6.2.2. Trailer will be loaded by City employees with City equipment.
- 6.2.3. Contractor is responsible for weighing the bio-solids removed from the WWTF using a certified scale.
- 6.3. **Scheduling and Pick Up**
- 6.3.1. The City will contact the Contractor when pick up is needed.
- 6.3.2. Pickup shall occur on weekdays between the hours of 7:00 AM through 3:00 PM.
- 6.3.3. Contractor shall notify the City representative immediately whenever situations develop that would interfere with the scheduled pick up. Under no circumstances shall the scheduled removal be delayed more than forty-eight (48) hours.
- 6.3.4. The Contractor shall coordinate its activities in the performance of this Contract with the activities of the City.
- 6.4. **Equipment** – All equipment used for this award shall be in good working condition and free of any fluid leaks.
- 6.5. **Regulatory Requirements and Safety**
- 6.5.1. Contractor shall comply with laws and regulations set forth by federal, state and local regulatory agencies. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, FDOT – Florida Department of Transportation, and FDEP – Florida Department of Environmental Protection. The Contractor is responsible for handling, transportation, and disposal of materials that have been picked up from the City.
- 6.5.2. The Contractor shall maintain and enforce all necessary and adequate safety precautions for the protection of life and property on all work performed under the provisions of the Contract. Contractor shall comply with all applicable OSHA and State of Florida Safety Regulations.
- 6.6. **Spill Response and Planning**
- 6.6.1. Contractor shall be responsible for the proper cleanup and removal of any spilled material during the removal and disposal operations detailed within this solicitation. Any spillage, accidental or otherwise, which occurs at the WWTF or outside of the WWTF, shall be the responsibility, including all related costs,

of the Contractor to completely remove and report to the proper agencies and the City in a timely manner. Containment and proper clean up shall be performed by the Contractor immediately at the time of the spill.

- 6.6.2. The Contractor shall prepare a Spill Response Plan which addresses procedures and areas of responsibility:
 - 6.6.3. All vehicle exteriors shall be free of bio-solids prior to transporting to and from hauling destinations.
 - 6.6.4. All small and incidental spillage shall be cleaned up immediately by the Contractor's personnel.
 - 6.6.5. An equipment list shall be included in the Spill Response Plan.
 - 6.6.6. The Contractor shall make appropriate notifications to local law enforcement, and state, county or local roadway maintenance crews to assist in the cleanup when necessary.
 - 6.6.7. Procedures shall be described for dealing with incidental and large spills which occur on state, county or local roadways including a call notification list, traffic direction, equipment response, and contracts and referrals from the general public.
- 6.7. **Repair of Damages** – Any damages caused to City property and equipment by the Contractor shall be corrected as soon as possible by the Contractor at Contractor expense.

TS-7. ADDITIONAL COSTS

The City shall pay no additional costs above the unit price in the Contract. Contractors quoted unit price shall include all costs related to disposal and process.

TS-8. REPORTING

- 8.1. The Contractor shall maintain records of material removal, transport, and disposal in accordance with requirements of federal, state and local regulatory agencies. Each load of residuals removed shall have its own Chain of Custody (Manifest). Contractor will send the City all manifests and reports required by the City.
- 8.2. Land application field reports are to be submitted to the designated City Representative within 45 days of completion of land application at each particular field. These reports are to include the dates of application, field location, map of the field land applied, area of the field in acres, and amount of bio-solids applied in wet tons, as well as daily weigh scale tickets.
- 8.3. Contractor is responsible for submitting any documentation that is required by law to the FDEP and any other authority in the area where land application is taking place. Copies of these reports must also be submitted to the designated City Representative. The annual Sludge Management Report will be prepared and submitted by the City.
- 8.4. Contractor will be responsible for responding to complaints as a result of their activities directly relating to land application, including the transport of bio-solids off-site.

TS-9. QUALIFICATIONS, EXPERIENCE AND REQUIREMENTS

- 9.1. Contractor shall:

- 9.1.1. Be an established contractor, having at least three (3) years of experience in collection, handling, transportation, and disposing of wastewater bio-solids material as specified in this solicitation.
- 9.1.2. Provide all necessary permits and licenses as well as its valid United States EPA identification number.
- 9.1.3. Provide a list of any past notices of violations it received from the EPA or any state or local regulatory agency within the last three (3) years and a brief description of when, where, and what the violation entailed. See Exhibit A.
- 9.1.4. List any subcontractors to be used and describe the specific activities for which they are to be used in the Sub-Contractor Listing Form.
- 9.1.5. Maintain Insurance meeting the coverage requirements and limits as listed in the Contract.

[END OF SECTION]

SECTION 2 - GENERAL TERMS AND CONDITIONS (RFP or RFQ)

GT-1. DEFINITIONS

- 1.1. **Addendum:** A written change to a Solicitation.
- 1.2. **Contract:** The Agreement to perform the services set forth in this solicitation.
 - 1.2.1. **Performance of Services –** The contract will be comprised of the Agreement between the City and the vendor, the solicitation document, any addenda, and other attachments incorporated into the Agreement.
- 1.3. **Professional:** The vendor to whom award has been made.
- 1.4. **City:** Shall refer to City of Leesburg, Florida.
- 1.5. **Firm:** A general reference to any entity responding to this solicitation or performing under any resulting Agreement, also includes vendor, contractor, respondent, offeror, etc.
- 1.6. **Interested Party:** The terms professional, contractor, vendor, firm, company, offeror, respondent, consultant, etc. . . may be used interchangeably in this document. Each reference when used refers to any entity that is participating or is interested in participating in this solicitation.
- 1.7. **In Writing –** By means that are not ‘verbally’ spoken. Acceptable methods of submitting something in writing is through e-mail or through the electronic bid system, *Public Purchase*, currently used by the City.
- 1.8. **Modification:** A written change to the terms of a contract.
- 1.9. **Offer, Submittal, Proposal or Response:** Shall refer to any response submitted in regard to this Solicitation that if accepted would bind the Respondent to perform the resultant Contract.
- 1.10. **Responsible:** Refers to a Respondent that has the capacity and capability to perform the work required under a Solicitation and is otherwise eligible for award.
- 1.11. **Respondent:** Shall refer to anyone submitting a response to a Request for Proposal (RFP) or Request for Qualifications (RFQ).
- 1.12. **Responsive:** Refers to a Respondent that has provided the requested information in the specified format and has taken no material exception to the terms, conditions, and specifications set forth in an RFP or RFQ. Their submittal conforms to the instructions and format specified in the solicitation document.
- 1.13. **Solicitation:** The written document requesting proposals, responses, statements of qualifications or submittals from interested parties. The solicitation document generally details the scope of work, specification, terms and conditions, and solicitation requirements.

The City has established for purposes of this solicitation that the words “shall”, “must”, or “will” are equivalent in this solicitation and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City’s sole discretion, the deficient response is not in substantial accord with the mandatory requirements of the Solicitation. The words “should” or “may” are equivalent in this solicitation and indicate very desirable conditions or requirements, but are permissive in nature.

GT-2. INSTRUCTIONS TO RESPONDENTS

- 2.1. **Addenda –** The Purchasing Division may issue an addendum in response to any inquiry received, prior to the time designated for receipt of the solicitation response, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Respondent should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the Respondent responsibility to ensure receipt of all addenda and any accompanying documentation. The Respondent is required to submit with its offer a signed “Acknowledgement of Addenda” when any addenda have been issued. Failure to acknowledge each addendum may prevent the offer from being considered for award.
- 2.2. **Respondent Eligibility –** It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Eligibility requirements for contract award are:
 - 2.2.1. Have NO delinquent indebtedness to the City of Leesburg or other federal, state, or municipal agencies;
 - 2.2.2. Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract;
 - 2.2.3. Be able to comply with the required or proposed delivery or performance schedule;

- 2.2.4. Have a satisfactory record of performance. Vendors who are or have been seriously deficient in current or recent contract performance (when the number of contracts and the extent of the deficiency of each are considered, in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor) shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility;
 - 2.2.5. Have a satisfactory record of integrity and business ethics; and
 - 2.2.6. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
 - 2.3. **Contents of Solicitation and Respondents' Responsibilities** – It is the responsibility of the respondent to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the Respondent will not be accepted as a basis for varying the requirements of the City of the amount to be paid to the vendor.
 - 2.4. **Request for Additional Information** - Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation **no later than seven (7) days prior to the bid opening date**. *Oral answers will not be authoritative.*
 - 2.5. **Requests/Questions** – Interested firms are encouraged to submit their questions electronically through *Public Purchase*. If this is not possible questions may be submitted via e-mail at purch@leesburgflorida.gov. You must reference the solicitation number in the subject line. All requests for information or questions should be clearly marked and must be received no later than the time and date indicated on the summary sheet.
 - 2.6. **Restricted Discussions** – From the date of issuance of this solicitation until final City action (contract execution), vendors should NOT discuss the solicitation or any part thereof with any employee, agent, or any other representative of the City except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.
 - 2.7. **Questions Regarding Specifications or Submittal Process** - To ensure fair consideration for all parties, the City prohibits communication to or with any department, division, employee, or city representative from the date of issuance of this solicitation until final City action.
 - 2.7.1. All questions relative to interpretation of specifications, scope of services or the qualifications submittal process shall be addressed **in writing** as indicated below, in ample time before the period set for the receipt and opening of the proposals. No inquiries, if received after the deadline for questions will be given any consideration. Any interpretation made to prospective respondents will be expressed in the form of an addendum to the solicitation which, if issued, will be made available to all prospective Respondents no later than five (5) days before the date and time set for receipt of the Responses.
 - 2.7.2. It will be the responsibility of the Respondent to contact the Purchasing Division prior to submitting to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the submittal.
- GT-3. **Award** – Award may be made to the source which offers the best value to the City. The City reserves the right to reject any and all offers, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The City will be the sole judge of its best interest.
- GT-4. **Assignment** – The Contractor shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.
- GT-5. **Cancellation of Solicitation** – The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.
- GT-6. **City is Tax Exempt** - The City is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The City will provide an exemption certificate upon request. Contractors doing business with the City are not exempt from paying sales tax to their suppliers for

materials to fulfill contractual obligations with the City, nor shall any contractor be authorized to use any of the City's Tax Exemptions in securing such materials.

- GT-7. **Collusion Among Firms** - Where two (2) or more related parties, as defined herein, each submit a response for the same contract, such responses shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation of such submittals. Related parties shall mean an interested party or the principals thereof which have a direct or indirect ownership interest in another interested party for the same contract or in which a parent company or the principals thereof of one interested party have a direct or indirect ownership interest in another interested party for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Responses found to be collusive shall be rejected. Respondents which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive actions may be terminated for default.
- GT-8. **Conflict of Interest** - The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the City of Leesburg. Further, all respondents must disclose the name of any City of Leesburg employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Respondents firm or any of its branches.
- GT-9. **Conflicts within the Solicitation** – Where there appears to be a conflict between the General Terms and Conditions, Special Terms and Conditions, the Statement of Work/Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Price Section, the Statement of Work/Specifications, the Special Terms & Conditions, and then the General Terms & Conditions. In addition, in the case of a conflict between any term or provision contained in contract documents which cannot be resolved by the order of precedence set forth previously, the term or condition that is more stringent and/or specific shall govern and apply.
- GT-10. **Continuation of Work** – Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the vendor, continue until completion without change to the then current prices, terms and conditions.
- GT-11. **Contract Extension** – The City has the unilateral option to extend any contract resulting from this solicitation for up to ninety (90) calendar days beyond the current contract period. In such event, the City will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the City and the vendor(s). Exercise of the above options requires the prior approval of the Purchasing Manager.
- GT-12. **Cost of Preparing Proposal** - All costs incurred by the Respondent for proposal preparation and participation in this competitive procurement process shall be the sole responsibility of the Respondent. The City of Leesburg will not reimburse any Respondent for any such costs.
- GT-13. **Copeland "Anti-Kickback" Act** - The Consultant must comply with the Copeland "Anti-Kickback" Act, 18 USC 874 as supplemented in Department of Labor regulations, 29 CFR Part 3, prohibiting employers from inducing any person employed to give up any part of the compensation to which he or she is otherwise entitled.
- GT-14. **Disputes** - In case of any doubt or differences of opinion as to the services or items to be furnished hereunder, the decision of the City of Leesburg Purchasing Division shall be final and binding on both parties.
- GT-15. **Execution of Contract** – The firm to whom a Contract is awarded will be required to execute two (2) original contract documents within ten (10) days from the date of Notice of Recommendation for Award, and deliver these executed instruments to the City of Leesburg Purchasing Division.
- GT-16. **Governing Law/Jurisdiction** – The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract(s).
- GT-17. **Interpretation of Contract Documents** - Each Respondent shall thoroughly examine all other documents comprising the Contract Documents. He shall also examine and judge for himself all matters relating to the location and the character of the proposed work. If the Respondent should be of the opinion that the meaning of any part of the

specifications is doubtful or obscure, or that they contain errors or reflect omissions, he should report such opinion or opinions in writing for an interpretation thereof to Purchasing Division by email to: purch@leesburgflorida.gov, at least seven (7) days before the date of the formal opening of Responses in order that appropriate addenda may be issued by the Purchasing Manager, if necessary, to all prospective Respondent s.

17.1. Any such interpretation will be made only through the issuance of a written addendum, a copy of which will be so mailed or delivered to each prospective Respondent who has submitted Response documents. The Purchasing Manager will not be responsible for oral interpretation given either by him or by a member of his staff, the issuance of a written addendum being the only official method whereby such an interpretation will be given. The failure of the Respondent to direct the attention of the Purchasing Manager to errors or discrepancies will not relieve the Respondent, should he be awarded the contract, of responsibility of performing the services to the satisfaction of the City of Leesburg.

GT-18. Acceptance of Services - The material and/or services provided under any contract awarded in accordance with this solicitation shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City. Materials and/or services must comply with all the terms herein. In the event the material and/or service supplied to the City is found to be defective or does not conform to the specifications, the City reserves the right to cancel the order upon written notice to the seller. Materials shall be returned to the seller at the seller's expense. The City may take up to **fifteen (15) days** to complete their inspection of materials or services. The inspection period will be used to determine if the item meets the specifications requested and is fit for its intended use. Payment will be authorized upon final acceptance.

GT-19. Liability - The vendor shall hold and save the City of Leesburg, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of the Purchase Order or Agreement which may result from this Solicitation.

GT-20. Non-appropriation – The vendor understands and agrees any and every Agreement is subject to the availability of funds to the City to purchase the specified services. As used herein, a “non-appropriation” shall be defined as an occurrence wherein the City, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to any Agreement, from the source of funding which the City anticipates using to pay its obligations hereunder, and the City has no other funds, from sources other than ad valorem taxes, which it deems to be available to pay its obligations under Agreement. The City may terminate an Agreement, with no further liability to the vendor, effective the first day of a fiscal period provided that:

- 20.1. a non-appropriation has occurred, and
- 20.2. The City has provided the vendor with written notice of termination not less than fifteen (15) days before the proposed termination date.
- 20.3. Upon the occurrence of such non-appropriation the City shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

GT-21. Prompt Payment - It is the policy of the City that payment for all purchases by the City shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

GT-22. Protests – Protests must be submitted in writing, electronic mail is acceptable, to the Purchasing Manager at 204 N. 5th Street, Leesburg, FL 32748 no later than **three (3) business days** following the day the Notice of Recommendation for Award is issued and posted to Public Purchase. The written protest must specifically state the reason for the protest and exactly what is being protested. The written protest should also state the desired action to be taken by the City. Protests received after the deadline will not be considered. The Purchasing Manager will issue a written response to protests no later than **seven (7) business days** from the day it is received. In case of a protest the determination and decision of the City of Leesburg Purchasing Division shall be final.

GT-23. Public Entity Crimes – Pursuant to Section 287.133(12)(a) of the Florida Statutes, 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 Response on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid Responses 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 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

GT-24. **Public Records Law** – The State of Florida has a very broad public records law. Florida Statute Chapter 119 will apply to all bid responses submitted.

GT-25. **Qualifications of Respondents** - The City of Leesburg reserves the right before awarding the contract, to require the respondent to submit such evidence of his qualifications and experience as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a respondent.

25.1. The respondent is assumed to be familiar with all Federal, State or local laws, codes, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the Contract. Ignorance of legal requirements on the part of the Consultant will in no way relieve him of responsibility.

25.2. Any respondent may be required to show to the complete satisfaction of the City of Leesburg that he has the necessary personnel, facilities, abilities, and financial resources to perform the work in a satisfactory manner and within the time specified.

25.3. Respondents must possess any and all required licenses to perform and complete the work necessary in this project. The respondent must be licensed at the time of submitting their bid and the license must be in effect for the entire period of the project.

GT-26. **Responsibility of Respondent to Inform Himself as to All Conditions Relating To Project** - The respondent, by and through the submission of his response, agrees that he shall be held responsible for having theretofore examined the site, the location and/or route of all proposed work and for having satisfied himself as to the character of such location and/or route of surface and underground obstructions, the nature of the ground and water table conditions and all other physical characteristics of the job, in order that he may include in the prices which he proposes, all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructions which will be encountered in doing the proposed work.

GT-27. **Responsiveness** – Responses shall conform in all material respects to the solicitation in order to be considered for award. Any response which fails to conform to the solicitation's essential requirements may be rejected. An effective bid/proposal will be formatted to the solicitation specifically with particular attention paid to providing the information necessary to meet the evaluation factors in detail. The bid/proposal must demonstrate to the City that the respondent is highly qualified with regard to each requirement in the solicitation.

GT-28. **Right to Accept or Reject Submittals** – Submittals which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply in every respect with the solicitation, and the Contract Documents, may be rejected at the option of the City of Leesburg (also see the solicitation Definitions).

28.1. The City of Leesburg does not bind itself to accept the lowest price for the minimum specifications stated herein, but reserves the right to accept any response which in the judgment of the City will best serve the needs and interests of the City of Leesburg. If, at the time this contract is to be awarded, the lowest Cost Response submitted by a responsible Respondent having acceptable qualifications and abilities to perform the work, does not exceed the amount of funds then estimated by the City as available to finance the contract; the contract will be awarded for that Respondent. If such lowest Cost exceeds such amount, the City may reject all Responses or may award the contract on the lowest Cost Response less such deductible alternates or schedules of work which are listed in the Cost Proposal Forms, as produces a net amount which is within the available funds.

GT-29. **Rules, Regulations and Licenses** – The awarded vendor shall comply with all federal, state, county, and local laws ordinances, rules and regulations applicable to the provision of the goods and/or services specified in this solicitation. Lack of knowledge by the vendor will in no way be relief from responsibility.

GT-30. **Signature of Respondent** - The Respondent vendor shall sign the proposal response form (Proposers Certification) in the space provided for the signature. If the vendor is an individual, the words, "Doing Business As (business name)", or "Sole Owner" shall appear beneath his signature. In the case of partnership, the signature of at least one of the partners shall follow the firm name and the words, "Member of Firm", should be written beneath such signature. If the vendor is a corporation, the title of the office signing the Response in behalf of the corporation shall be stated

and evidence of his authority to sign the Response shall be submitted. The vendor shall state in the Response the name and address of each person interested herein.

- GT-31. **State Registration Requirements** – Any corporation submitting a proposal in response to this Solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, (800) 755-5111 (<http://www.dos.state.fl.us>).
- GT-32. **Subcontracting** – Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without prior written consent of the City. The ability to subcontract may be further limited by the ability to subcontract may be further limited by the Special Terms and Conditions. Subcontracting without the prior consent of the City may result in termination of the contract for default.
- GT-33. **Time Allowed** – Professional will provide services in an expeditious manner which meets the mutually agreed upon schedule.
- GT-34. **Wage Rates/Equal Employment Opportunity** - Wage rates for laborers, mechanics and apprentices shall not be less than those established by the Florida Department of Labor and Employment Security and/or the United States Department of Labor for this work, as may be attached hereto. The Contractor must insure Equal Employment Opportunity as part of the awarded contract and also subcontracts awarded by the contractor.
- GT-35. **Withdrawal of Proposal** - Any response to this Solicitation may be withdrawn **prior** to the due date and time specified in the solicitation document and as revised by any addenda. Parties wishing to withdraw their response may do so by stating such in writing and making arrangements to have said response picked-up from the Purchasing Division. The written request must state to whom the City is authorized to release the response. The City will not make arrangements to return a response either by United States Postal Service or 3rd party courier. Retrieval of the response is the responsibility of the responding party.

[END OF SECTION]

Complete ALL the forms in this section and submit them in a sealed envelope as your bid response.

General Vendor Information			
Company Name:			
Physical Address:			
Mailing Address:			
Phone No.:		FEIN No.:	
Email Address:			
Financial Status: <input type="checkbox"/> Poor <input type="checkbox"/> Good <input type="checkbox"/> Excellent		No. of Years in Business:	
No. of Personnel Currently Employed:		No. of Personnel Available for this Project:	
Principal Name		Title	
Describe the type of work normally performed by your company:			

Provide information regarding who may be contacted regarding this bid response.

Primary Contact	
Name:	_____
Title:	_____
Address:	_____
Phone No.:	_____ Mobile Phone No.: _____
Email Address:	

SCHEDULE OF BID ITEMS

Your Bid **MUST BE** submitted on this form. Double check the Bid prices.
 Amounts cannot be changed following the Bid due date and time.

Submitting

Vendor Name: _____

Group 1 - CITY PROVIDES TRANSPORTATION – DISPOSAL ONLY					
ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT PRICE (QTY x UNIT PRICE)
G1.1	Dewatered Bio-Solids Disposal - Treated to Class B Level	3,000	TON	\$	\$
TOTAL BASE BID AMOUNT*					\$
Alternate Item					
The City requests a price for disposal of Cake NOT stabilized to Class B Level.					
AG1.2	Dewatered Bio-Solids Disposal – NOT Stabilized to Class B	1	TON	\$	\$

*City shall adjust the Group 1 per ton cost to account for delivery costs incurred by the City for hauling. The formula shall be as detailed in Section 1 – Special Terms & Conditions, Paragraph ST-18. Bid Amount Evaluation Method.

Physical Address of disposal facility for delivery:

Group 2 - CONTRACTOR PROVIDES TRANSPORTATION & DISPOSAL					
ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT PRICE (QTY x UNIT PRICE)
G2.1	Dewatered Bio-Solids Hauling & Disposal - Treated to Class B Level	3,000	TON	\$	\$
TOTAL BASE BID AMOUNT					\$
Alternate Item					
The City requests a price for hauling & disposal of Cake NOT treated to Class B Level.					
AG2.2	Dewatered Bio-Solids Hauling & Disposal – NOT Treated to Class B Level	1	TON	\$	\$

EPA Identification Number: _____

BIDDER'S CERTIFICATION

- I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Specifications, the Bid submitted and any other documents accompanying or made a part of this invitation.
- I hereby promise to furnish the goods or services specified in the Invitation to Bid at the prices or rates set forth in my bid. I agree that my bid will remain firm for the period established in the bid document in order to allow the City adequate time to evaluate the bids and make award. Furthermore, I agree to abide by all conditions of the bid.
- I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the bid.
- I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Leesburg or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.
- I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the Solicitation.
- I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the bidder's submission non-responsive.

NO EXCEPTIONS WILL BE ALLOWED AFTER THE BID IS SUBMITTED.

Please check one:

I take NO exceptions

I take the exceptions listed here:

(If more space is needed, please indicate exceptions here and attach additional pages as needed)

ADDENDUM ACKNOWLEDGMENT

No Addendum were issued.

The undersigned acknowledges receipt of the following addenda to the Invitation to Bid (indicate number and date of each):

Addendum No.	Dated:	Addendum No.	Dated:
Addendum No.	Dated:	Addendum No.	Dated:

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE BID PRICES IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF THE BID.

LOCAL VENDOR STATUS DECLARATION

The responding firm and firm that will enter into an agreement with the City, if selected, declares the following selected Local Vendor status.

Provide Physical Address of Business Office or Full Time Sales Office:

- My Firm Qualifies as a Tier I - Local Vendor for this solicitation**
 “Tier I Local Vendor” shall be defined as the primary Business Office or a Full Time Sales Office of the vendor being located within the City of Leesburg or the vendor receiving one or more Utility Services (excluding communications/Internet) from the City of Leesburg.
- My Firm Qualifies as a Tier II - Local Vendor for this solicitation**
 “Tier II Local Vendor” shall be defined as the primary Business Office or a Full Time Sales Office of the vendor not meeting the definition of a Tier I Local Vendor but nonetheless being located within the 20-Mile Radius as defined in this policy.
- My Firm does not qualify as a local vendor**

BID CERTIFICATION SIGNATURES
 (this section must be signed and completed.)

 Name of Business

 Telephone Number

By: _____
 Signature

 e-mail Address

 Printed Name

 Mailing Address

 Title

 City, State, Zip Code

STATEMENT OF EXPERIENCE - "SIMILAR" ACCOUNTS

List at least 3 SIMILAR projects your company has completed. Copy this sheet if additional pages are needed. In addition to this form you must complete the **FDOT Experience in Landscaping / Form 850-070-09** and provide the required document as instructed on that form if not already a pre-qualified Roadway Landscape Contractor.

Project Name/Location:		
Project Owner:		Date Completed:
Project Description and Specific Scope: Be Descriptive. Use additional pages.		
Contract Amounts:	Original \$	At Completion \$
Briefly Explain Any Variance:		
Contact Person:		
Contact e-mail:		
Phone Number:		
Project Name/Location:		
Project Owner:		Date Completed:
Project Description and Specific Scope: Be Descriptive. Use additional pages.		
Contract Amounts:	Original \$	At Completion \$
Briefly Explain Any Variance:		
Contact Person:		
Contact e-mail:		
Phone Number:		
Project Name/Location:		
Project Owner:		Date Completed:
Project Description and Specific Scope: Be Descriptive. Use additional pages.		
Contract Amounts:	Original \$	At Completion \$
Briefly Explain Any Variance:		
Contact Person:		
Contact e-mail:		
Phone Number:		



SOLICITATION ADDENDUM

City of Leesburg | Purchasing Division
204 N. 5th Street | PO Box 4906030
Leesburg, FL 34749-6030
Phone: (352) 728-9880 | purch@leesburgflorida.gov

ADDENDUM NO. 1

Date Issued: January 17, 2017

Solicitation: **170161 – Disposal of Dewatered Bio-Solids (Cake)**

DUE DATE REVISED

There is a discrepancy between the due date on PublicPurchase.com and the solicitation document. Bid responses are due in the Purchasing Division office no later than:

January 19, 2017 at 2:00 PM

QUESTIONS AND ANSWERS

- Q1. Section 4, page 5 of 5, instructions state that in addition to the Statement of Experience an FDOT Experience in Landscaping form is required. Is this correct?
- A1. *Section 4, Page 5 of 5 - DISREGARD the reference to the "FDOT Experience in Landscaping / Form 850-070-09". This is not applicable to this bid and is not required. Provide only SIMILAR accounts on the form provided.*

All other elements of the Solicitation Document remain unchanged.

Please direct any questions related to this addendum to the Purchasing Office.

ACKNOWLEDGEMENT

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response in the space provided on the Certification/Addendum Acknowledgement Form included in the original solicitation document. Failure to do so may subject the bidder to disqualification.

Complete ALL the forms in this section and submit them in a sealed envelope as your bid response.

General Vendor Information			
Company Name:	A.C.M. S., Inc. DBA Heart of Florida Environmental		
Physical Address:	835 CR 529, Lake Panasoffkee, FL 33538		
Mailing Address:	835 CR 529, Lake Panasoffkee, FL 33538		
Phone No.:	352-569-0465	FEIN No.:	59-3581269
Email Address:	info@hoflenv.com		
Financial Status: <input type="checkbox"/> Poor <input type="checkbox"/> Good <input checked="" type="checkbox"/> Excellent		No. of Years in Business:	17.5
No. of Personnel Currently Employed:	14	No. of Personnel Available for this Project:	14
Principal Name		Title	
Charles S. Dean, Jr.		President	
Describe the type of work normally performed by your company: landfilling of municipal and commercial solid waste			

Provide information regarding who may be contacted regarding this bid response.

Primary Contact	
Name:	<u>Marilyn Connell</u>
Title:	<u>General Manager</u>
Address:	<u>835 CR 529, Lake Panasoffkee, FL 33538</u>
Phone No.:	<u>352-569-0465</u>
	Mobile Phone No.: <u>352-303-8828</u>
Email Address:	<u>mconnell@hoflenv.com</u>

SCHEDULE OF BID ITEMS

Your Bid MUST BE submitted on this form. Double check the Bid prices.
 Amounts cannot be changed following the Bid due date and time.

Submitting Vendor Name: A.C.M.S., Inc. DBA Heart of Florida Enviromental

Group 1 - CITY PROVIDES TRANSPORTATION – DISPOSAL ONLY					
ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT PRICE (QTY x UNIT PRICE)
G1.1	Dewatered Bio-Solids Disposal - Treated to Class B Level	3,000	TON	\$ 35.00	\$ 105,000.00
TOTAL BASE BID AMOUNT*					\$ 105,000.00
Alternate Item					
The City requests a price for disposal of Cake NOT stabilized to Class B Level.					
AG1.2	Dewatered Bio-Solids Disposal – NOT Stabilized to Class B	1	TON	\$ 42.06	\$ 126,180.00

*City shall adjust the Group 1 per ton cost to account for delivery costs incurred by the City for hauling. The formula shall be as detailed in Section 1 – Special Terms & Conditions, Paragraph ST-18. Bid Amount Evaluation Method.

Physical Address of disposal facility for delivery:
 1032 CR 529A, Lake Panasoffkee, FL 33538

Group 2 - CONTRACTOR PROVIDES TRANSPORTATION & DISPOSAL					
ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT PRICE (QTY x UNIT PRICE)
G2.1	Dewatered Bio-Solids Hauling & Disposal - Treated to Class B Level	3,000	TON	\$ 45.00	\$ 135,000.00
TOTAL BASE BID AMOUNT					\$ 135,000.00
Alternate Item					
The City requests a price for hauling & disposal of Cake NOT treated to Class B Level.					
AG2.2	Dewatered Bio-Solids Hauling & Disposal – NOT Treated to Class B Level	1	TON	\$ 52.06	\$ 156,180.00

EPA Identification Number: n/a

BIDDER'S CERTIFICATION

- 9 • I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Specifications, the Bid submitted and any other documents accompanying or made a part of this invitation.
- 9 • I hereby promise to furnish the goods or services specified in the Invitation to Bid at the prices or rates set forth in my bid. I agree that my bid will remain firm for the period established in the bid document in order to allow the City adequate time to evaluate the bids and make award. Furthermore, I agree to abide by all conditions of the bid.
- 9 • I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the bid.
- 9 • I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Leesburg or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.
- 9 • I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the Solicitation.
- 9 • I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the bidder's submission non-responsive.

NO EXCEPTIONS WILL BE ALLOWED AFTER THE BID IS SUBMITTED.

Please check one:

- I take NO exceptions
- I take the exceptions listed here:
____ (If more space is needed, please indicate exceptions here and attach additional pages as needed)

ADDENDUM ACKNOWLEDGMENT

No Addendum were issued.

The undersigned acknowledges receipt of the following addenda to the Invitation to Bid (indicate number and date of each):

Addendum No. 1	Dated: 1/17/2017	Addendum No.	Dated:
Addendum No.	Dated:	Addendum No.	Dated:

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE BID PRICES IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF THE BID.

LOCAL VENDOR STATUS DECLARATION

The responding firm and firm that will enter into an agreement with the City, if selected, declares the following selected Local Vendor status.

Provide Physical Address of Business Office or Full Time Sales Office:

835 CR 529
Lake Panasoffkee, FL 33538

- My Firm Qualifies as a Tier I - Local Vendor for this solicitation**
"Tier I Local Vendor" shall be defined as the primary Business Office or a Full Time Sales Office of the vendor being located within the City of Leesburg or the vendor receiving one or more Utility Services (excluding communications/Internet) from the City of Leesburg.
- My Firm Qualifies as a Tier II - Local Vendor for this solicitation**
"Tier II Local Vendor" shall be defined as the primary Business Office or a Full Time Sales Office of the vendor not meeting the definition of a Tier I Local Vendor but nonetheless being located within the 20-Mile Radius as defined in this policy.
- My Firm does not qualify as a local vendor**

BID CERTIFICATION SIGNATURES
(this section must be signed and completed.)

A.C.M. S., Inc. DBA Heart of Florida Environmental

Name of Business

352-569-0465

Telephone Number

By:


Signature

cdean@hoflenv.com

e-mail Address

Charles S. Dean, Jr.

Printed Name

835 CR 529

Mailing Address

President

Title

Lake Panasoffkee, FL 33538

City, State, Zip Code

STATEMENT OF EXPERIENCE - "SIMILAR" ACCOUNTS

List at least 3 SIMILAR projects your company has completed. Copy this sheet if additional pages are needed. In addition to this form you must complete the **FDOT Experience in Landscaping / Form 850-070-09** and provide the required document as instructed on that form if not already a pre-qualified Roadway Landscape Contractor.

Project Name/Location:	Lake County Unincorporated Residential Waste Disposal	
Project Owner:	Lake Co. BOCC	Date Completed: Ongoing
Project Description and Specific Scope: Be Descriptive. Use additional pages.	landfilling of residential MSW from the unincorporated areas of Lake County, FL	
Contract Amounts:	Original \$ Bond \$500,000	At Completion \$ Ongoing
Briefly Explain Any Variance:		
Contact Person:	Mary Hamilton	
Contact e-mail:	mhamilton@lakecountyfl.gov	
Phone Number:	352-253-6006	
Project Name/Location:	City of Bushnell WWTP	
Project Owner:	City of Bushnell, FL	Date Completed: Ongoing
Project Description and Specific Scope: Be Descriptive. Use additional pages.	landfilling of domestic waste water residuals	
Contract Amounts:	Original \$ Est 8,000	At Completion \$ Ongoing
Briefly Explain Any Variance:		
Contact Person:	Bruce Hickle	
Contact e-mail:	bhickle@cityofbushnellfl.com	
Phone Number:	352-793-2591	
Project Name/Location:	Hillsborough County	
Project Owner:	Denali Water Solutions	Date Completed: Ongoing
Project Description and Specific Scope: Be Descriptive. Use additional pages.	Landfilling of biosolids from various Hillsborough County WWTP facilities Avg 113 tons per day	
Contract Amounts:	Original \$ 1,000,000+	At Completion \$ Ongoing
Briefly Explain Any Variance:		
Contact Person:	Ken Duncan	
Contact e-mail:	ken.duncan@denaliwater.com	
Phone Number:	813-967-5199	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/19/2017

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 GreenRoad Insurance 5115 South Lakeland Drive Suite 3 Lakeland FL 33813	CONTACT NAME: Christine Lombardi PHONE (A/C, No, Ext): (863) 450-3675 FAX (A/C, No): (863) 450-3676 E-MAIL ADDRESS: christine.lombardi@greenroadins.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Crum & Forster Specialty</td> <td>44520</td> </tr> <tr> <td>INSURER B: Bridgefield Employers Ins Co</td> <td>10701</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Crum & Forster Specialty	44520	INSURER B: Bridgefield Employers Ins Co	10701	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER F:														
INSURED ACMS Inc, dba Heart Of Florida Environmental 835 County Road 529 Lake Panasoffkee FL 33538														

COVERAGES **CERTIFICATE NUMBER:** 16 Master Certificate **REVISION NUMBER:**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPK111479	2/15/2016	2/15/2017	EACH OCCURRENCE \$ 6,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 6,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			EPK111479	2/15/2016	2/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EFX105003	2/15/2016	2/15/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	830-53519	2/15/2016	2/15/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Third Party Pollution Claims Made			EPK111479	2/15/2016	2/15/2017	\$6,000,000

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

CERTIFICATE HOLDER City of Leesburg 204 N. 5th Street Leesburg, FL 32748	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 Michael Sutton/CAL
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