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## INVITATION TO BID #45-21 Biosolids Management Services

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August 10, 2021

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Clearwater (City) until **10:00 A.M., Local Time, September 9, 2021** to provide **Biosolids Management Services**.

**Brief Description:** The City of Clearwater is seeking bids from qualified Vendors to provide wastewater biosolids management services for the Public Utilities Department's three (3) wastewater reclamation facilities (WRF).

Bids must be in accordance with the provisions, specifications and instructions set forth herein and will be received by the Procurement Division until the above noted time, when they will be publicly acknowledged and accepted.

Bid packets, any attachments and addenda are available for download at:

<https://www.myclearwater.com/business/rfp>

Please read the entire solicitation package and submit the bid in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the bid.

**General, Process or Technical Questions concerning this solicitation should be directed, IN WRITING, to the following Procurement Analyst:**

**Eryn Berg**  
**Procurement Analyst**  
[Eryn.Berg@myclearwater.com](mailto:Eryn.Berg@myclearwater.com)

**This Invitation to Bid is issued by:**

**Lori Vogel, CPPB**  
**Procurement Manager**  
[lori.vogel@myclearwater.com](mailto:lori.vogel@myclearwater.com)

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## INSTRUCTIONS

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- i.1 **VENDOR QUESTIONS:** All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the contact listed on page 1. Questions should be submitted in writing via letter, fax or email. Questions received less than ten (10) calendar days prior to the due date and time may be answered at the discretion of the City.
- i.2 **ADDENDA/CLARIFICATIONS:** Any changes to the specifications will be in the form of an addendum. Addenda are posted on the City website no less than seven (7) days prior to the Due Date. **Vendors are cautioned to check the Procurement Website for addenda and clarifications prior to submitting their bid.** The City cannot be held responsible if a Vendor fails to receive any addenda issued. The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Failure to acknowledge receipt of an addendum may result in disqualification of a bid.
- i.3 **VENDOR CONFERENCE / SITE VISIT:** ☒ Yes ☐ No  
**Mandatory Attendance:** ☒ Yes ☐ No  
**Date/Time:** August 19, 2021 at 9:00 a.m.  
**Location:** Marshall Street Water Reclamation Facility (WRF)  
1605 Harbor Drive  
Clearwater FL 33755

The attending group will then move the Northeast WRF, 3290 State Road 580, Safety Harbor, FL 34695 and then onto to the East WRF, 3141 Gulf-to-Bay Blvd., Clearwater, FL 33759.

If so designated above, attendance is mandatory as a condition of submitting a bid. The conference/site visit provides interested parties an opportunity to discuss the City's needs, inspect the site and ask questions. During any site visit you must fully acquaint yourself with the conditions as they exist and the character of the operations to be conducted under the resulting contract.

i.4 **DUE DATE & TIME FOR SUBMISSION AND OPENING:**

**Date:** September 9, 2021  
**Time:** 10:00 A.M. (Local Time)

The City will open all bids properly and timely submitted and will record the names and other information specified by law and rule. All bids become the property of the City and will not be returned except in the case of a late submission. Respondent names, as read at the bid opening, will be posted on the City website. Once a notice of intent to award is posted or 30 days from day of opening elapses, whichever occurs earlier, bids are available for inspection by contacting the Procurement Division.

i.5 **BID FIRM TIME:** 120 days from Opening

Bid shall remain firm and unaltered after opening for the number of days shown above. The City may accept the bid, subject to successful contract negotiations, at any time during this time.

i.6 **BID SECURITY:** ☐ Yes ☒ No

If so designated above, a bid security in the amount specified must be submitted with the bid. The security may be submitted in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Florida; cash; certified check, or cashier's check payable to the City of Clearwater (personal or company checks are not acceptable); certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. Such bid security shall be forfeited to the City of Clearwater should the bidder selected fail to execute a contract when requested.

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## INSTRUCTIONS

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**PERFORMANCE SECURITY:**

☒ Yes, equal to annual bid amount      ☐ No

If required herein, the Contractor, simultaneously with the execution of the Contract, will be required to furnish a performance security. The security may be submitted in one-year increments and in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Florida; cash; certified check, cashier's check or money order payable to the City of Clearwater (personal and company checks are not acceptable); certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. If the Contractor fails or refuses to fully comply with the terms and conditions of the contract, the City shall have the right to use all or such part of said security as may be necessary to reimburse the City for loss sustained by reason of such breach. The balance of said security, if any, will be returned to Contractor upon the expiration or termination of the contract.

**i.7 BID SUBMITTAL TO:**

It is recommended that bids be submitted electronically through our bids website at <https://www.myclearwater.com/business/rfp>.

Bidders may mail or hand-deliver bids to the address below. E-mail or fax submissions will not be accepted. Use label at the end of this solicitation package.

City of Clearwater  
Attn: Procurement Division  
100 S Myrtle Ave, 3<sup>rd</sup> Fl, Clearwater FL 33756-5520  
or  
PO Box 4748, Clearwater FL 33758-4748

No responsibility will attach to the City of Clearwater, its employees or agents for premature opening of a bid that is not properly addressed and identified.

- i.8 LATE BIDS.** The bidder assumes responsibility for having the bid delivered on time at the place specified. All bids received after the date and time specified shall not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Clearwater, or any private courier, regardless whether sent by mail or by means of personal delivery. You must allow adequate time to accommodate all registration and security screenings at the delivery site. A valid photo I.D. may be required. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are Clearwater, Florida local times. The bidder agrees to accept the time stamp in the City Procurement Office as the official time.

- i.9 LOBBYING; LOBBYING NO-CONTACT PERIOD; QUESTIONS REGARDING SOLICITATION.** From the time a competitive solicitation is posted until such time as the contract is awarded by the city or the solicitation is cancelled, all bidders, offerors, respondents, including their employees, representatives, and other individuals acting on their behalf, shall be prohibited from lobbying city officers, city employees, and evaluation committee members.

Violation of this section may result in rejection/disqualification from award of the contract arising out of the competitive solicitation.

All questions regarding the competitive solicitation must be directed to the procurement manager or designee, who will respond in writing and post such response to ensure that all respondents receive the same information during the No-Contact Period.

The penalty for violating the No-Contact Period may include suspension or debarment.

- i.10 COMMENCEMENT OF WORK.** If bidder begins any billable work prior to the City's final approval and execution of the contract, bidder does so at its own risk.

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- i.11 **RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a Vendor suspects an error, omission or discrepancy in this solicitation, the Vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact on page one (1). The City is not responsible for and will not pay any costs associated with the preparation and submission of the bid. Bidders are cautioned to verify their bids before submission, as amendments to or withdrawal of bids submitted after time specified for opening of bids may not be considered. The City will not be responsible for any bidder errors or omissions.
- i.12 **FORM AND CONTENT OF BIDS.** Unless otherwise instructed or allowed, bids shall be submitted on the forms provided. An original and the designated number of copies of each bid are required. Bids, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the bid is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that an electronic copy of the bid be submitted. The bid must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the bid.
- i.13 **SPECIFICATIONS.** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Alternates will be considered upon demonstrating the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.
- Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name, product, is on the bidder. The City reserves the right to reject bids that the City deems unacceptable.
- i.14 **MODIFICATION / WITHDRAWAL OF BID.** Written requests to modify or withdraw the bid received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the bid and marked as a MODIFICATION or WITHDRAWAL of the bid. Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any bid security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.
- i.15 **DEBARMENT DISCLOSURE.** If the Vendor submitting this bid has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the bidder shall include a letter with its bid identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment.
- i.16 **RESERVATIONS.** The City reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any bid. The City may seek clarification of the bid from bidder at any time, and failure to respond is cause for rejection. Submission of a bid confers on bidder no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.

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- i.17 **OFFICIAL SOLICITATION DOCUMENT.** Changes to the solicitation document made by a bidder may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.
- i.18 **COPYING OF BIDS.** Bidder hereby grants the City permission to copy all parts of its bid, including without limitation any documents and/or materials copyrighted by the bidder. The City's right to copy shall be for internal use in evaluating the proposal.
- i.19 **CONTRACTOR ETHICS.** It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors.
- To achieve the purpose of this Article, it is essential that Respondents and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:
- a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
  - b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.
  - c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.
- i.20 **GIFTS.** The City will accept no gifts, gratuities or advertising products from bidders or prospective bidders and affiliates. The City may request product samples from Vendors for product evaluation.
- i.21 **PROTESTS AND APPEALS.** If a Respondent believes there is a mistake, impropriety, or defect in the solicitation, believes the City improperly rejected its proposal, and/or believes the selected proposal is not in the City's best interests, the Respondent may submit a written protest. All protests and appeals are governed by the City of Clearwater Procurement Policy and Procedures. If any discrepancy exists between this Section and the Procurement Policy, the language of the Procurement Policy controls.

Protests based upon alleged mistake, impropriety, or defect in a solicitation that is apparent before the bid opening must be filed with the Procurement Officer no later than five (5) business days before Bid Opening. Protests that only become apparent after the Bid Opening must be filed within ten (10) business days of the alleged violation of the applicable procurement ordinance. The complete protest procedure can be obtained by contacting the Procurement Division.

**ADDRESS PROTESTS TO:**

**City of Clearwater – Procurement Division**  
**100 S Myrtle Ave, 3<sup>rd</sup> Fl**  
**Clearwater FL 33756-5520**  
**or**  
**PO Box 4748**  
**Clearwater FL 33758-4748**

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## INSTRUCTIONS – EVALUATION

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- i.22 **EVALUATION PROCESS.** Bids will be reviewed by the Procurement Division and representative(s) of the respective department(s). The City staff may or may not initiate discussions with bidders for clarification purposes. Clarification is not an opportunity to change the bid. Bidders shall not initiate discussions with any City employee or official.
- i.23 **PRESENTATIONS/INTERVIEWS.** The bidder must provide a formal presentation/interview upon request.
- i.24 **CRITERIA FOR EVALUATION AND AWARD.** The City evaluates three (3) categories of information: responsiveness, responsibility, and price. All bids must meet the following responsiveness and responsibility criteria to be considered further.
- a) **Responsiveness.** The City will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses the inclusion of all required attachments and submissions. The City must reject any bids that are submitted late. Failure to meet other requirements may result in rejection.
  - b) **Responsibility.** The City will determine whether the bidder is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced bids, past performance, references (including those found outside the bid), compliance with applicable laws-including tax laws, bidder's record of performance and integrity - e.g. has the bidder been delinquent or unfaithful to any contract with the City, whether the bidder is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A bidder must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review bidder's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.
  - c) **Price.** We will then evaluate the bids that have met the requirements above.
- i.25 **COST JUSTIFICATION.** In the event only one response is received, the City may require that the bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.
- i.26 **CONTRACT NEGOTIATIONS AND ACCEPTANCE.** Bidder must be prepared for the City to accept the bid as submitted. If bidder fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject bid or revoke the award, and may begin negotiations with another bidder. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.
- i.27 **NOTICE OF INTENT TO AWARD.** Notices of the City's intent to award a Contract are posted to Procurement's website. **It is the bidder's responsibility to check the City of Clearwater's website at <https://www.myclearwater.com/business/rfp> to view relevant bid information and notices.**
- i.28 **BID TIMELINE.** Dates are tentative and subject to change.  
Release ITB: 8/10/2021  
Advertise Tampa Bay Times: 8/11/2021  
Bids due: 9/09/2021  
Review bids: 9/09/2021 – 9/15/2021  
Award recommendation: 9/15/2021  
Council authorization: 10/4/2021  
Contract begins: October 2021

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## STANDARD TERMS AND CONDITIONS

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- S.1 **DEFINITIONS.** Uses of the following terms are interchangeable as referenced: "Vendor, contractor, supplier, proposer, company, parties, persons", "purchase order, PO, contract, agreement", "city, Clearwater, agency, requestor, parties", "bid, proposal, response, quote".
- S.2 **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
- S.3 **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
- S.4 **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
- S.5 **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- S.6 **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
- S.7 **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
- S.8 **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
- S.9 **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
- S.10 **COMPLIANCE WITH APPLICABLE LAWS.**
- a. **General.** Contractor must procure all permits and licenses and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
  - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified

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in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
- (i) As applicable to Contractor, under this provision, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees (hereinafter "Contractor Immigration Warranty").
  - (ii) A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
  - (iii) The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
  - (iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
  - (v) Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act.
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

- S.11 **SALES/USE TAX, OTHER TAXES.** Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

The City is exempt from paying state and local sales/use taxes and certain federal excise taxes and will furnish an exemption certificate upon request.

- S.12 **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.



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- S.13 **OPENNESS OF PROCUREMENT PROCESS.** Written competitive proposals, replies, oral presentations, meetings where Vendors answer questions, other submissions, correspondence, and all records made thereof, as well as negotiations or meetings where negotiation strategies are discussed, conducted pursuant to this Invitation to Bid (ITB), shall be handled in compliance with Chapters 119 and 286, Florida Statutes.

Proposals or replies received by the City pursuant to this ITB are exempt from public disclosure until such time that the City provides notice of an intended decision or until 30 days after opening the proposals, whichever is earlier. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the rejected proposals or replies remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued ITB or until the City withdraws the reissued ITB. A proposal or reply shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

Oral presentations, meetings where Vendors answer questions, or meetings convened by City staff to discuss negotiation strategies, if any, shall be closed to the public (and other proposers) in compliance with Chapter 286 Florida Statutes. A complete recording shall be made of such closed meeting. The recording of, and any records presented at, the exempt meeting shall be available to the public when the City provides notice of an intended decision or until 30 days after opening proposals or final replies, whichever occurs first. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the recording and any records presented at the exempt meeting remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued ITB or until the City withdraws the reissued ITB. A recording and any records presented at an exempt meeting shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

**In addition to all other contract requirements as provided by law, the contractor executing this agreement agrees to comply with public records law.**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Rosemarie Call, phone: 727-562-4092 or [Rosemarie.Call@myclearwater.com](mailto:Rosemarie.Call@myclearwater.com), 600 Cleveland Street, Suite 600, Clearwater, FL 33755.**

The contractor's agreement to comply with public records law applies specifically to:

- a) Keep and maintain public records required by the City of Clearwater (hereinafter "public agency") to perform the service being provided by the contractor hereunder.
- b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- c) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the

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contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- e) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- f) The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- g) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.
- h) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
  - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
  - 2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- i) A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

- S.14 **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
- S.15 **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

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- S.16 **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.
- S.17 **DEFAULT.**
- a. A party will be in default if that party: (i) is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement; (ii) is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days; (iii) conducts business in an unethical manner or in an illegal manner; or (iv) fails to carry out any term, promise, or condition of the Agreement.
  - b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with the City's Procurement Policy and Procedures Manual.
  - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
  - d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
- S.18 **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
  - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
  - c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
  - d. Neither party will be liable for incidental, special, or consequential damages.
- S.19 **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

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## STANDARD TERMS AND CONDITIONS

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- S.20 **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
- S.21 **TERMINATION FOR CONFLICT OF INTEREST Florida Statutes Section 112.** Pursuant to F.S. Section 112, the City may cancel this Agreement after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
- S.22 **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
- S.23 **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
- S.24 **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
- S.25 **INDEMNIFICATION/LIABILITY.**
- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.
  - b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
  - c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.
- S.26 **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.
- Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

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## STANDARD TERMS AND CONDITIONS

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- S.27 **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.
- S.28 **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.
- S.29 **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
- S.30 **USE OF NAME.** Contractor will not use the name of the City of Clearwater in any advertising or publicity without obtaining the prior written consent of the City.
- S.31 **PROHIBITED ACTS.** Pursuant to Florida Constitution Article II Section 8, a current or former public officer or employee within the last two (2) years shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion.
- S.32 **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
- S.33 **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
- S.34 **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
- S.35 **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
- S.36 **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
- S.37 **CONTRACT ADMINISTRATION.** The contract will be administered by the Procurement Administrator and/or an authorized representative from the using department. All questions

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## STANDARD TERMS AND CONDITIONS

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regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).

- S.38 **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
- S.39 **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Florida government agencies, including the Tampa Bay Area Purchasing Cooperative. Under a Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Florida with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.
- Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.
- S.40 **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Procurement Division.
- S.41 **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
- S.42 **GOVERNING LAW, VENUE.** This Agreement is governed by the laws of the State of Florida. The exclusive venue selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Pinellas County, Florida.
- S.43 **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
- S.44 **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.

## STANDARD TERMS AND CONDITIONS

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- S.45 **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
- S.46 **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

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## DETAILED SPECIFICATIONS

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1. **INTRODUCTION.** The City of Clearwater (City) is located on the West Coast of Florida in the Tampa Bay region. It is the third largest city in the region with an estimated population of nearly 118,017 residents. The City of Clearwater is also a major tourist destination – Clearwater Beach was rated #1 U.S. Beach by *TripAdvisor's Traveler's Choice Awards in 2018 and 2019* and is consistently ranked as one of the top beaches in the world. The City of Clearwater is home to the Philadelphia Phillies Spring Training and Clearwater Threshers Minor League Baseball, as well as hosting several sports tournaments through the year that attract visitors from across the country. Clearwater is home to Winter the Dolphin and the Clearwater Marine Aquarium. Winter's story made it all the way to Hollywood in the motion pictures "Dolphin Tale" and "Dolphin Tale 2", both filmed here in Clearwater.

2. **SCOPE OF WORK.** The Vendor will be given as much latitude and assistance as possible in planning and coordinating the work. All work must be carried out and be consistent with approved domestic wastewater biosolids removal, treatment, and disposal practices normally observed throughout the industry and must comply with all Federal, State, County and local regulations in their most recent form. Domestic wastewater biosolids (biosolids) is intended to include sludge and sludge cake.

The Vendor will furnish all labor, materials, equipment, fuel, and incidentals necessary to remove, transport, and dispose of wastewater biosolids in the manner prescribed in and pursuant to the requirements of this Invitation to Bid.

**A. Base Bid Items** – Refer to Section 3. SPECIFICATIONS, Item B for more information.

- i. The removal, transport, and disposal of dewatered biosolids from the Marshall Street Water Reclamation Facility (WRF) and Northeast WRF to a Residual Management Facility (RMF)
- ii. The transportation of liquid biosolids from the East WRF to the Northeast WRF daily and/or
- iii. The transportation of liquid biosolids from the East WRF to the Marshall Street WRF daily

**B. Alternate Bid Items** – Please refer to Section 3. SPECIFICATIONS, Item C for more information.

- i. The removal, transport and disposal by "land application" of dewatered biosolids from the Marshall Street WRF and Northeast WRF
- ii. The removal, transport, and disposal of dewatered biosolids from the Marshall Street WRF and Northeast WRF to a landfill
- iii. The transportation of biosolids from the Marshall Street WRF to Northeast WRF
- iv. The transportation of biosolids from the Northeast WRF to the Marshall Street WRF
- v. The removal, transport and disposal by Incorporation of dewatered Class B Biosolids from the Marshall Street WRF and Northeast WRF

3. **SPECIFICATIONS.**

**A. Frequency of Removal**

It is anticipated that under normal conditions biosolids removal, transport and disposal from all three (3) WRFs will occur Monday through Saturday each week, between the hours of 12:00 A.M. and 12:00 P.M. The weekly quantities provided herein are understood to mean the quantity of biosolids to be removed during that six (6) day period each week. A schedule will be provided to the Vendor weekly for each WRF load count(s). The Vendor must coordinate the scheduling of biosolids removal during the above days and times with the Wastewater Environmental Technologies (WET) Manager or WET Assistant Manager.

Conditions may arise that will require biosolids to be picked-up and transported during Sunday and/or alternate times during a twenty-four (24) hour day. Should these conditions occur, the WET Manager or WET Assistant Manager will notify the Vendor as soon as possible after the condition is determined to exist and request Sunday and/or alternate time of pick-up and transport service. The Vendor will make every effort to accommodate the request.

Should the Vendor need to perform biosolids pick-up and transport at other times, different than what is outlined in this solicitation, a written request must be submitted to the WET Manager for approval. The written request must be submitted by the Vendor no less than forty-eight (48) hours prior to the start of the new schedule. Exceptions for different transport times will not be considered for any period greater than two (2) months in a twelve (12) month period. Approval must be granted before the alternate schedule can commence.



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## DETAILED SPECIFICATIONS

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Under no circumstance should previously scheduled biosolids removal be delayed more than forty-eight (48) hours. See Item 11, PAYMENTS AND PENALTIES. The Vendor must notify the WET Manager or WET Assistant Manager immediately whenever situations develop that would interfere with the scheduled biosolids removal. The Vendor must be able to provide an alternate pickup time within a forty-eight (48) hour period that is agreed upon by both parties.

### **B. Base Bid Items**

There are three (3) base bid items which will be the primary basis for award of this contract.

#### **i. Biosolids (Dewatered Cake) to Residuals Management Facility (RMF)**

Additional treatment at a Class A RMF with a valid Florida Department of Environmental Protection (FDEP) Permit by the Vendor as directed by Public Utilities.

The estimated annual amount of dewatered biosolids to be removed, transported and disposed of from the Northeast WRF is approximately 8,700 wet tons; each load must be weighed by certified scale at the biosolids building located onsite at the Northeast WRF. The estimated total solids concentration of the cake is approximately 14% to 25%. The amount of biosolids to be removed will vary from day to day as required for efficient plant operation; however, an estimate of 167 wet tons will need to be removed weekly.

The estimated annual amount of dewatered biosolids to be removed and disposed of from the Marshall Street WRF is approximately 5,000 wet tons; each load must be weighed by certified scale at the biosolids building located onsite at the Marshall Street WRF. The estimated total solids concentration of the cake is approximately 14% to 25%. The amount of biosolids to be removed will vary from day to day as required for efficient plant operation; however, an estimate of 100 wet tons will need to be removed weekly.

#### **ii. Liquid Biosolids (Approximately 5% Total Solids) From East WRF to Northeast WRF and/or the Marshall Street WRF**

***Note: This section represents items ii & iii on the bid pricing form.***

The East WRF produces liquid biosolids that requires transport to the Northeast WRF and/or the Marshall Street WRF to be digested and dewatering. The estimated amount of liquid biosolids to be transported from the East WRF to the Northeast WRF and/or the Marshall Street WRF will vary from day to day as required for efficient plant operation; however, an estimate of approximately 55,000 gallons per week will need to be transported to either the Northeast WRF or the Marshall St. WRF. This will be coordinated between the Vendor and the WET Manager or WET Assistant Manager. The liquid biosolids are approximately 5% (+/- 2%) total solids.

### **C. Alternate Bid Items**

At any time, Public Utilities may require biosolid disposal options as represented in the following section. Bidders are not required to price the alternate bid items, but the ability to provide such services will be taken into consideration for bid evaluation.

#### **i. Dewatered Class B Biosolids to Land Application**

Biosolids that meet the Class B pathogen reduction and vector attraction reduction, per 62-640.600(1)(b), 62-640.600(2)(a), and parameter concentrations as set forth in 62-640.700(5)(a) Florida Administrative Code (F.A.C), can be directly surface applied by the hauler on their permitted land application sites.

The estimated annual amount of dewatered and stabilized Class B Biosolids to be removed, transported, and disposed of from the Northeast WRF is approximately 8,700 wet tons; each load to be weighed by certified scale at the biosolids building located onsite at the Northeast WRF. The estimated total solids concentration of the cake is approximately 14% to 25%. The amount of biosolids to be removed will vary from day to day as required for efficient plant operation; however, an estimate of 167 wet tons will need to be removed weekly.

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## DETAILED SPECIFICATIONS

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The estimated annual amount of dewatered and stabilized Class B Biosolids to be removed and disposed of from the Marshall Street WRF is approximately 5,000 wet tons; each load to be weighed by certified scale at the biosolids building located onsite at the Marshall Street WRF. The estimated total solids concentration of the cake is approximately 14% to 25%. The amount of biosolids to be removed will vary from day to day as required for efficient plant operation; however, an estimate of 100 (one hundred) wet tons will need to be removed weekly.

ii. **Biosolids (Dewatered Cake) to Landfill**

Alternate biosolids that do not meet Class B requirements must be disposed of at a Class I Landfill (in accordance with 62-701, F.A.C). In the event that the Vendor cannot dispose of the biosolids through an RMF or by Land Application, the Vendor must dispose of the biosolids through an authorized landfill. If this occurs, the WET Manager and/or WET Assistant Manager must be notified within forty-eight (48) hours and the Vendor must be able to provide an address and phone number for verification purposes.

If biosolids are disposed of through a landfill, the estimated annual amount of dewatered biosolids to be removed and disposed of from the Northeast WRF is approximately 8,700 wet tons; each load to be weighed by certified scale at the biosolids building located onsite at the Northeast WRF. The estimated total solids concentration of the cake is approximately 14% to 25%. The amount of biosolids to be removed will vary from day to day as required for efficient plant operation; however, an estimate of 167 wet tons will need to be removed weekly.

If biosolids are disposed of through a landfill, the estimated annual amount of dewatered biosolids to be removed and disposed of from the Marshall Street WRF is approximately 5,000 wet tons; each load to be weighed by certified scale at the biosolids building located onsite at the Marshall Street WRF. The estimated total solids concentration of the cake is approximately 14% to 25%. The amount of biosolids to be removed will vary from day to day as required for efficient plant operation; however, an estimate of 100 wet tons will need to be removed weekly.

iii. **Liquid Biosolids (Approximately 5% Total Solids) From Marshall Street WRF to Northeast WRF**

The liquid biosolids produced by the Marshall Street WRF can be either thickened waste activated sludge or a mixture of primary and waste activated sludge. If the City decides that only waste activated sludge is to be transported to the Northeast WRF for stabilization and dewatering, the Vendor will be required to have a minimum 6,000-gallon liquid biosolid (sludge) tanker to transport to the Northeast WRF. This is necessary because the Marshall Street WRF does not have storage tanks available to isolate primary and waste activated sludges. The liquid biosolids are approximately 5% (+/- 2%) total solids.

The estimated amount of liquid biosolids to be transported from the Marshall Street WRF to the Northeast WRF for stabilization and dewatering would vary from day to day as required for efficient plant operation; however, an estimate of approximately 275,000 gallons per week would need to be transported.

iv. **Liquid Biosolids (Approximately 5% Total Solids) From Northeast WRF to Marshall Street WRF**

The liquid biosolids produced by the Northeast WRF can be either thickened waste activated sludge or a mixture of primary and waste activated sludge. If the City decides that only waste activated sludge is to be transported to the Marshall Street WRF for stabilization and dewatering, the Vendor will be required to have a minimum 6,000-gallon sludge tanker to transport to the Marshall Street WRF. This is necessary because the Northeast WRF does not have storage tanks available to isolate primary and waste activated sludges. The liquid biosolids are approximately 5% (+/- 2%) total solids.

The estimated amount of liquid biosolids to be transported from the Northeast WRF to the Marshall Street WRF for stabilization and dewatering would vary from day to day as required for

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## DETAILED SPECIFICATIONS

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efficient plant operation; however, an estimate of approximately 275,000 gallons per week would need to be transported.

**v. The Removal and Disposal by Incorporation of Dewatered Class B Biosolids**

Biosolids that meet Class B pathogen reduction, but do not meet the Class B vector attraction reduction requirements, can be incorporated into the soil by the hauler on their permitted land application sites that allow incorporation to achieve vector attraction reduction.

In the event that routine testing of biosolids generated at the Northeast WRF and/or the Marshall Street WRF determines that the biosolids meet the Class B requirements for Pathogen Reduction, but do not meet the Class B requirement for Vector Attraction Reduction, the City requires the option of transporting these dewatered biosolids to the Vendor's permitted site for incorporation into the soil within six (6) hours of application on the land. The amount of biosolids to be removed and disposed of in this manner will vary depending on the results of the routine biosolids testing.

**4. COMPOSITION OF DEWATERED CAKE.**

The Northeast and Marshall Street WRFs will provide biosolids at a concentration ranging from approximately 14.0% to 25% total solids. The following is the most recent (March 2021) reported parameters for the residual dewatered cake from each of these facilities. The data is provided for informational purposes only and is not a guarantee of the characteristics of the biosolids.

Parameter	Units	Reported Concentrations (3/2021)	
		Northeast	Marshall Street
Total Nitrogen	% dry wt.	7.31	7.30
Total Phosphorus	% dry wt.	3.71	3.1
Potassium	% dry wt.	0.250	0.255
Cadmium	mg/kg, dry wt.	1.00	1.00
Zinc	mg/kg, dry wt.	602	565
Copper	mg/kg, dry wt.	408	434
Lead	mg/kg, dry wt.	9.55	18.5
Nickel	mg/kg, dry wt.	16.2	16.5
Arsenic	mg/kg, dry wt.	9.07	4.00
Mercury	mg/kg, dry wt.	0.414	0.470
Molybdenum	mg/kg, dry wt.	10.9	11.5
Selenium	mg/kg, dry wt.	1.00	3.53
pH (field)	Units	7.6	8.0
Total Solids	%	15.0	21.5

**5. VENDOR RESPONSIBILITY.**

The Vendor accepts full responsibility and liability for the removal, transport and disposal of biosolids from the points of loading from the source facility, in accordance with Chapter 62-640 F.A.C. The Vendor must provide a sufficient number of qualified drivers and trucks to meet the terms of this contract. The Vendor must provide and maintain a list of drivers which will be shared with Public Utilities staff. The Vendor must have an alternate means and/or method to ensure that the hauling and disposal of biosolids is met per this contract. The Vendor must work with the wastewater treatment plant staff to properly place and/or align the trailer(s) in the loading bay(s) to ensure trucks are loaded and filled properly. The Vendor must provide guidance and the identification of the fill limit in trailer(s) to assure the trucks are properly filled. The Vendor, with the assistance of Public Utilities staff, will make sure and agree on all biosolid trailer weights. The Vendor and Public Utilities staff will use the onsite weight scale located at the Marshall Street WRF and Northeast WRF in the biosolids loading bays. The Vendor must follow all FDEP and Environmental Protection Agency (EPA) regulations regarding biosolids disposal.

**6. REGULATORY REQUIREMENTS.**

The Vendor must be responsible to comply with existing FDEP and EPA biosolids treatment and disposal regulations, and any changes made in these regulations during the contract period.

The Vendor must meet the requirements of all regulatory bodies having jurisdiction over the transport, treatment, and disposal of biosolids. The Vendor assumes all responsibility for biosolids analysis as required in Chapter 62-640, F.A.C. The City of Clearwater's biosolids must be disposed of in a manner which will not cause or contribute to a nuisance odor as outlined in Chapter 62-640.400(6), F.A.C.

Any spillage, leakage, or release of biosolids in transit or at any other location other than an FDEP approved disposal site must be reported to the WET Manager and/or WET Assistant Manager and all regulatory agencies within twenty-four (24) hours of the occurrence. The Vendor must include details of the quantity and ultimate disposal method. All clean-up costs are the responsibility of the Vendor.

The Vendor agrees, upon receipt of biosolids from the City, that they will be treated as required by Chapter 62-640, F.A.C. and STANDARDS FOR THE USE OR DISPOSAL OF SEWAGE SLUDGE as outlined in 40 Code of Federal Regulation (CFR) Part 503, to accept responsibility for proper treatment and disposal of the biosolids as required by Chapter 62-640, F.A.C. Vendor must be aware of and will comply with requirements for proper disposal as described in the existing and any subsequently issued operating permits for each WRF issued by the FDEP in their most recent form.

The City of Clearwater's Northeast WRF Permit was issued by FDEP on July 2, 2017 and expires on July 1, 2022. The East WRF Permit was issued by FDEP on June 22, 2017 and expires on June 21, 2022. The Permit for the Marshall Street WRF was issued on February 2, 2017 and expires on February 1, 2022. The Northeast, East and Marshall Street WRFs permits will be renewed during the first year of the contract and conditions may or may not require modification to the biosolids handling, transporting, and disposal requirements as required as part of any new Part 62-640 Rule provisions associated with the scope of work.

Should this be the case and new requirements materially change the conditions through which the Vendor is required to perform the work, the City and/or Vendor will have the opportunity to negotiate a mutually agreed upon change order for affected line items in the contract. If such a mutually agreed upon change order cannot be derived the City may opt to re-advertise for services.

**BIDDERS ARE HEREBY NOTIFIED THAT THEY MUST BE FULLY AWARE OF AND KNOWLEGABLE ABOUT THE PROVISIONS OF ALL CURRENT APPLICABLE REGULATORY RULES AND REGULATIONS AND MUST INCLUDE IN BID PRICES THE COSTS ASSOCIATED WITH FULL COMPLIANCE WITH SAME. FAILURE OF THE VENDOR TO BE FULLY KNOWLEGABLE OF AND FULLY AWARE OF ALL CURRENT APPLICABLE REGULATORY RULES AND REGULATIONS SHALL NOT ENTITLE THE VENDOR TO CLAIM A CHANGE IN THE SCOPE OF WORK AND/OR CHANGE ORDER CLAIM.**

**7. COMMUNICATIONS.**

The Vendor must have a means by which the WET Manager and/or WET Assistant Manager can contact the Vendor, twenty-four (24) hours per day, seven (7) days per week. The Vendor must provide two points of contact. An answering service, electronic paging device or cellular telephone that causes the Vendor to respond within thirty (30) minutes of the WET Manager or WET Assistant Manager contact attempt will be satisfactory. Public Utilities, at its sole discretion, reserves the right to request different drivers if deemed necessary based on the driver's actions that negatively impact the Public Utilities operations and compliance. Public Utilities reserves the right to inspect the land application sites, RMFs, or landfill sites. All communications from Vendor to Public Utilities will be through the WET Manager and/or WET Assistant Manager. Contact information for the WET Manager and WET Assistant Manager will be provided to the successful bidder. Public Utilities will

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## DETAILED SPECIFICATIONS

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provide a two (2) week look ahead schedule weekly. Public Utilities reserves the right to alter the schedule as needed for operational emergencies and will notify the Vendor immediately if a situation occurs.

### 8. **REGULATORY PERMITS, FORMS, PLANS and LICENSES**

The Vendor must be responsible for obtaining, maintaining and paying for all permits, licenses and registration required by regulatory agencies having jurisdiction over the treatment, transportation, and disposal of wastewater biosolids.

The Vendor must have the required permits for proper reuse and/or disposal of the biosolids. After the contract is awarded, the awarded Vendor must submit copies of all required FDEP Forms; Plans; all permit applications; approved permits with site plans; and any and all other documentation as required by the regulatory agencies, to Public Utilities, at no additional cost.

**Note that after an Intent to Award is issued, Public Utilities is requiring awarded Vendor to submit two (2) copies of the Treatment Facility Biosolids Plan(s), Biosolids Site Permits, and Nutrient Management Plan for each application site. A bidder must have multiple sludge disposal sites and submit a list of their sites with their bid submittal. Bidders with a single site will not be considered.**

Records and reports will be submitted to the WET Manager and/or WET Assistant Manager as required in Item 13, REPORTING.

### 9. **CLEANUP**

The Vendor must provide their spill cleanup standard operating procedures at the outset of the contract. The Vendor must clean up the job site at the WRFs and at the biosolids disposal sites at the end of each day of operations.

Daily cleanup must include the removal of soil or biosolids dropped on any roads or on public and private property, as well as the cleanup of the biosolids loading station, cleanup and removal of spilled biosolids, debris, and sanitizing any spill area. Daily cleanup must also include cleaning of any straw, hay or other materials that the Vendor uses to line their trailers.

Any spillage of biosolids on the City of Clearwater property must be reported to the WET Manager, the WET Assistant Manager, or the Facility Chief Operator immediately, but no later than one (1) hour after the spill occurs. Any spillage of biosolids on the City of Clearwater property will be reported by the Public Utilities WET Manager and/or WET Assistant Manager with input from the Vendor as required in Item 5, REGULATORY REQUIREMENTS. Any expenses incurred by the City for cleanup of spills made by the Vendor will be charged back to the Vendor.

### 10. **EQUIPMENT**

The Vendor is required to provide all necessary equipment for biosolids removal and disposal including hauling vehicles. The Vendor is to own or be sole lessee of the equipment utilized in the performance of the Contract (i.e., no Owner/Operator tractors). The hauling vehicles must have the company name and contact information prominently displayed.

All gauges that measure weight or volume, including level, must be in working order and calibrated at least annually. Trailer numbers and trailer capacities must be provided at the beginning of the contract or as new trailers are utilized. All hauling vehicles must have a functional site gauge marked in a fashion to be representative of tank capacity when hauling liquid solids. If a site gauge on a vehicle reporting to a WRF is not functional, i.e., plugged or stained, it must be unplugged if plugged and replaced if stained before the vehicle returns to the wastewater treatment plant for another load. All hauling vehicles must arrive at the WRFs completely empty. Any method or means to maintain clean and empty truck beds must be preapproved by the WET Manager or WET Assistant Manager. All hauling vehicles are to be kept clean, presentable, and neat. All hauling vehicles must remove the remaining solids left in the truck(s) before arriving at the WRFs. The Vendor must maintain tarps

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## DETAILED SPECIFICATIONS

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and/or covers in good working condition with no holes. All tarp(s) and/or cover(s) must be used when storing trucks or transporting biosolids at the WRFs.

The Vendor is required to provide all equipment that may be necessary to provide all services specified herein. All equipment must be in good working condition so that it can be safely operated and does not present a threat to people, private or public property. The Vendor is required to properly maintain all equipment that is needed to execute the services set forth in this contract, as well as to minimize down time and should be appropriate for the application. The Vendor should minimize any odors that originate from its trucks as much as possible.

The WET Manager and/or WET Assistant Manager reserves the right to turn away any hauling vehicles/equipment that arrive in an unsafe condition, have obviously not been maintained, or are excessively dirty from the WRFs. Equipment used must be designated for such usage and not be contaminated with any other materials.

The Vendor must use caution when maneuvering around City facilities to prevent damage to City property. This includes protecting overhead pipes, fire hydrants, etc. Public Utilities reserves the right to visually inspect all Vendor equipment that will be utilized for the resulting Contract at any time.

### 11. PAYMENTS AND PENALTIES

The Vendor must provide one (1) original and one (1) copy of the hauling receipt for every truckload of biosolids hauled from the WRF's. The hauling receipt must legibly include weight of biosolids and truck tare weight. Each truckload must have a designated hauling receipt number. These receipts must be left with the WET Manager and/or WET Assistant Manager on the same day that the biosolids are removed.

These receipts must include company name, date, time of arrival, time of departure, trailer tag number, disposal site, ground water depth, and volume in gallons or wet ton weight, driver's printed name and signature and Owner's personnel signature and any other information required by any applicable regulatory agency. A licensed wastewater operator will review and initial each receipt.

- A. The Vendor must submit an invoice to the City of Clearwater Public Utilities Accounting Division for payment upon their schedule but not more frequently than once every thirty (30) day period. Included with the invoice, the Vendor must delineate any third-party that will further treat the biosolids and provide the hauling receipt. Included with the invoice must be Biosolids Application Site Log (FDEP Form 62-640.210(2)(e) for each WRF which must include and summarize each load ticket number including which site biosolids were applied, and total summary of wet tons and dry tons sent to each site and other information requested in the form. Such form must be signed and dated by an authorized representative of the company. No invoice for payment will be submitted without the completed biosolids record keeping form.
- B. On an annual basis, but no later than January 15<sup>th</sup> of each year, the Vendor must submit completed FDEP Standard Domestic Wastewater Forms: Treatment Facility Biosolids Annual Summary (DEP Form 62-640.210(2)(b)), Biosolids Application Site Annual Summary (DEP Form 62-640.210(2)(d)), along with copies of any revisions made to the site Nutrient Management Plan (62-640.650(5)(d), F.A.C.), cumulative loadings of metals, and any and all other documents required by any applicable regulatory agency.
- C. The Vendor must provide a numbered ticketing system for the hauling receipts that will effectively identify the following: the date, the time the load is removed, gallons or wet ton weight, the driver, trailer number, Public Utilities Staff signature, site name, site ID No., and any other information necessary to track the removal of biosolids from the Public Utilities' facilities. This ticketing system must be multi-copy so each of the parties may receive a copy of each load.
- D. **An invoice cannot be processed until the hauling receipts are received.**

Payments will be based upon the biosolids hauling volume calculated by the WET Manager and/or WET Assistant Manager and not necessarily that which is invoiced. Differences between invoiced and calculated volumes must be reconciled between the Vendor and the WET Manager and WET

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## DETAILED SPECIFICATIONS

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Assistant Manager before payment on the disputed volume is authorized.

The Vendor may observe WET Manager and/or WET Assistant Manager calculation methods and may have drivers witness measurements used in calculations.

If the Vendor does not remove the quantity scheduled by the WET Manager or WET Assistant Manager, the Vendor has up to forty-eight (48) hours to make up the lost quantity while still meeting the regularly scheduled quantity.

If the Vendor does not make up the lost quantity within forty-eight (48) hours, the Vendor will receive liquid damages of one hundred (\$100) dollars per day delay in material removal, to be deducted from applicable invoice.

An ongoing failure to haul the quantities set forth herein in the noted timeframes will be deemed a material breach of this Contract.

### 12. **MANIFESTS AND TRUCK TRACKING**

The Marshall Street and Northeast WRFs have scales and are able to provide a net weight ticket for each load of pressed biosolids removed. Public Utilities' scales are certified annually by the Florida Department of Agriculture.

### 13. **REPORTING**

Public Utilities will provide the Vendor biosolids analysis data for the biosolids produced at the Marshall Street and Northeast facilities six (6) times yearly (every other month). In addition, the Vendor must supply Public Utilities with all reports and forms required by FDEP as stated in Chapter 62-640, F.A.C. and as outlined in this solicitation. Vendor must provide Public Utilities with all necessary forms, reports and documentation necessary to assist the Public Utilities in the preparation of its Annual Biosolids Report (503 Report). Vendor must also provide any and all reports and/or data required by any applicable Federal, State, and/or Local regulatory agency rule and/or regulation.

- A. **Land Application** – The Vendor must furnish to the WET Manager and/or WET Assistant Manager quarterly facility and field operations reports. These reports must summarize the past quarter and be provided no later than the end of the month following the quarter (i.e. Jan-Mar is due by April 30).
- B. **Residuals Management Facility (RMF) and/or Landfill** – If the Vendor utilizes an offsite third-party preparer to dispose or to further treat the biosolids the Vendor must provide all information required by Public Utilities to complete the annual 503 report. These reports must summarize the past quarter and be provided to the WET Manager and/or WET Assistant Manager no later than the end of the month following the quarter (i.e., Jan-Mar is due by April 30).

### 14. **MINIMUM QUALIFICATIONS.** In addition to requirements specified throughout this solicitation, the bidder must have the following minimum qualifications:

- a. Current FDEP approved disposal sites, site numbers and be currently compliant with all FDEP and EPA rules and regulations. The Vendor must provide their spill cleanup standard operating procedures at the outset of the contract.
- b. Current biosolids transportation licenses included with bid submittal.
- c. Competent operators with appropriate Commercial Drivers Licenses (CDL) for the operation of all Vendor equipment. All operators that will be working under the terms of this contract must submit a copy of their CDL license with bid submittal.
- d. Bidder shall provide a statement acknowledgement that, if selected, they agree that they will provide the City on a quarterly basis, or assist the City with completing the following regulatory documents:
  - Treatment Facility Biosolids Plan, Form 62-640.210(2)(a)
  - Treatment Facility Biosolids Annual Summary, Form 62-640.210(2)(b)
  - Biosolids Application Site Annual Summary, Form 62-640.210(2)(c)

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## DETAILED SPECIFICATIONS

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- Nutrient Management Plan
- All data and information required for the City to complete the annual EPA Part 503 report.

15. **REFERENCES.** Vendor must provide at least three (3) customer references showing a minimum of five (5) years' experience in the biosolids removal, hauling and disposal business have been used within the State of Florida, with bid submittal. If references do not span a five (5) year period, Vendor must submit additional documentation or list of customers providing five (5) years of experience.

16. **DELIVERY.  
SOURCE FACILITIES**

- ❖ City of Clearwater Northeast Water Reclamation Facility (Northeast WRF) 3290 State Road 580, Safety Harbor, Florida 34695  
Contact: Cathy Borden, Chief Operator, (727) 224-7691
- ❖ City of Clearwater Marshall Street Water Reclamation Facility (Marshall Street WRF) 1605 Harbor Drive, Clearwater, Florida 33755  
Contact: Ryan Alexander, Chief Operator, (727) 224-7042
- ❖ City of Clearwater East Water Reclamation Facility (East WRF)  
3141 Gulf-to-Bay Boulevard, Clearwater, FL 33759 Contact:  
Jack Sadowski, Chief Operator, (727) 224-7682

17. **INSURANCE REQUIREMENTS.** The Vendor shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents to acquire and maintain) during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the City has the right to review the Contractor's deductible or self-insured retention and to require that it be reduced or eliminated.

Specifically the Vendor must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement:

- a. **Commercial General Liability Insurance** coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.
- b. **Commercial Automobile Liability Insurance** coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit.
- c. Unless waived by the State of Florida and proof of waiver is provided to the City, statutory **Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida, and **Employer's Liability Insurance** in the minimum amount of \$500,000 (five hundred thousand dollars) each employee each accident, \$500,000 (five hundred thousand dollars) each employee by disease, and \$500,000 (five hundred thousand dollars) disease policy limit. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.



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## DETAILED SPECIFICATIONS

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- d. **Professional Liability Insurance** coverage appropriate for the type of business engaged in by the Contractor with minimum limits of \$1,000,000 (one million dollars) per occurrence. If a claim made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.
- e. **Pollution Liability Insurance** coverage, which covers any and all losses caused by pollution conditions (including sudden and non-sudden pollution conditions) arising from the servicing and operations of Vendor (and any subcontractors, representatives, or agents) involved in the work/transport, in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

### **Other Insurance Provisions.**

- a. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, the Vendor will furnish the City with a Certificate of Insurance(s) (using appropriate ACORD certificate, SIGNED by the Issuer, and with applicable endorsements) evidencing all of the coverage set forth above and naming the City as an "Additional Insured" on the Commercial General Liability Insurance and Auto Liability policies. In addition when requested in writing from the City, Vendor will provide the City with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**City of Clearwater  
Attn: Procurement Division, ITB #45-21  
P.O. Box 4748  
Clearwater, FL 33758-4748**

- b. Vendor shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.
- c. Vendor's insurance as outlined above shall be primary and non-contributory coverage for Vendor's negligence.
- d. Vendor reserves the right to appoint legal counsel to provide for the Vendor's defense, for any and all claims that may arise related to Agreement, work performed under this Agreement, or to Vendor's design, equipment, or service. Vendor agrees that the City shall not be liable to reimburse Vendor for any legal fees or costs as a result of Vendor providing its defense as contemplated herein.

**The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and City's failure to request evidence of this insurance shall not be construed as a waiver of Vendor's (or any contractors', subcontractors', representatives' or agents') obligation to provide the insurance coverage specified.**

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## MILESTONES

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1. **BEGINNING AND END DATE OF INITIAL TERM.** October 2021 – October 2022

If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

2. **EXTENSION.** The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.

3. **RENEWAL.** At the end of the initial term of this contract, the City may initiate renewal(s) as provided. The decision to renew a contract rests solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.

Two (2), one (1) year (change as appropriate) renewals possible at the City's option.

4. **PRICES.** All pricing shall be firm for the initial term of one (1) year; except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid.

The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

During the sixty (60) day period prior to each annual anniversary of the contract effective date, the Contractor may submit a written request that the City increase the prices for an amount for no more than the twelve month change in the **Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items**, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/ppi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

At the end of the initial term, pricing may be adjusted for amounts other than inflation based on mutual agreement of the parties after review of appropriate documentation. Renewal prices shall be firm for at least one year, and may be adjusted thereafter as outlined in the previous paragraph.

No fuel surcharges will be accepted.

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## BID SUBMISSION

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1. **BID SUBMISSION. BID SUBMISSION.** It is recommended that bids be submitted electronically through our bids website at <https://www.myclearwater.com/business/rfp>. For bids mailed and/or hand-delivered, bidder must submit one (1) signed original bid and one (1) electronic format on a CD or Thumb Drive, in a sealed container using label provided at the end of this solicitation.
2. **BIDDER RESPONSE CHECKLIST.** This checklist is provided for your convenience. It is not necessary to return a copy of this solicitation's Instructions, Terms and Conditions, or Detailed Specifications with your bid response. Only submit the requested forms and any other requested or descriptive literature.
  - ☐ Original and proper number of copies with electronic format (if requested)
  - ☐ Bid container properly labeled
  - ☐ Bid pricing form
  - ☐ Exceptions/Additional Materials/Addenda form
  - ☐ Vendor Information form
  - ☐ Scrutinized Companies form(s) as required
  - ☐ E-Verify Eligibility form as required
  - ☐ Offer Certification form
  - ☐ Minimum of three (3) customer references – must have at least five (5) years' experience
  - ☐ W-9 Form to be provided by Bidder (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
  - ☐ A list of Vendor's current FDEP approved disposal sites and site numbers
  - ☐ A copy of Vendor's current biosolids transportation licenses
  - ☐ A copy of all Operators CDL Licenses that will be working under this contract
  - ☐ Bidder shall provide a statement acknowledgement that, if selected, they agree that they will provide the City on a quarterly basis, or assist the City with completing the following regulatory documents:
    - Treatment Facility Biosolids Plan, Form 62-640.210(2)(a)
    - Treatment Facility Biosolids Annual Summary, Form 62-640.210(2)(b)
    - Biosolids Application Site Annual Summary, Form 62-640.210(2)(c)
    - Nutrient Management Plan
    - All data and information required for the City to complete the annual EPA Part 503 report.

## BID PRICING

Pursuant to the contract specifications enumerated and described in this solicitation, we agree to furnish **Biosolids Management Services** to the City of Clearwater at the price(s) stated below.

BASE BID ITEMS				
Item No.	Description	Unit Price	Estimated Weekly Quantity	Total Weekly Price
i.	Biosolids (Dewatered Cake) to RMF	Per Ton	250	\$
ii.	Liquid Sludge (Approximately 5% Total Solids) From East WRF to Northeast WRF	Per Gallon	55,000	\$
iii.	Liquid Sludge (Approximately 5% Total Solids) From East WRF to Marshall Street WRF	Per Gallon		\$
TOTAL BASE BID:				\$

ALTERNATE BID ITEMS				
Item No.	Description	Unit Price	Estimated Weekly Quantity	Total Weekly Price
i.	Dewatered Class B Biosolids to Land Application	Per Ton	250	\$
ii.	Dewatered Class B Biosolids to Landfill	Per Ton	250	\$
iii.	Liquid Biosolids (Approximately 5% Total Solids) From Marshall Street WRF to Northeast WRF	Per Gallon	275,000	\$
iv.	Liquid Biosolids (Approximately 5% Total Solids) From Northeast WRF to Marshall Street WRF	Per Gallon	275,000	\$
v.	The Removal and Disposal by Incorporation of Dewatered Class B Biosolids	Per Gallon	1	\$
TOTAL ALTERNATE BID:				\$

Vendor: \_\_\_\_\_ Date: \_\_\_\_\_

## **BID PRICING**

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**Note:** These estimated monthly quantities should be used for estimating purposes only. These quantities are not exact, and the City makes no guarantee of the minimum amounts to be transported or removed for disposal. Seasonal fluctuations may require processing 200% of the weekly average. Should the City encounter operational problems at the WRFs which impact the shipment of biosolids, the Vendor must make every effort to accommodate such interruptions.

Service requirements, as stated in Detailed Specifications, can be met    ☐ Yes ☐ No

### **DELIVERY REQUIREMENTS**

**FOB:** Destination, Freight Prepaid and Allowed

**Freight Costs:** Unit prices should include all freight and transportation charges

### **PAYMENT TERMS:**

City of Clearwater's standard payment terms are NET30

Vendor: \_\_\_\_\_ Date: \_\_\_\_\_

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## EXCEPTIONS/ADDITIONAL MATERIAL/ADDENDA

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Bidders shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Exceptions that surface elsewhere and that do not also appear under this section shall be considered invalid and void and of no contractual significance.

**Exceptions (mark one):**

**Note – Any material exceptions taken to the City’s Standard Terms and Conditions will render a Bid Non-responsive.**

\_\_\_\_\_ No exceptions

\_\_\_\_\_ Exceptions taken (describe--attach additional pages if needed)

**Additional Materials submitted (mark one):**

\_\_\_\_\_ No additional materials have been included with this bid

\_\_\_\_\_ Additional Materials attached (describe--attach additional pages if needed)

**Addenda**

Bidders are responsible for verifying receipt of any addenda issued by checking the City’s website at <http://www.myclearwater.com/business/bid-information/> prior to the bid opening. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

**Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):**

Addenda Number	Initial to acknowledge receipt

Vendor Name \_\_\_\_\_ Date: \_\_\_\_\_

## VENDOR INFORMATION

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Company Legal/Corporate Name: \_\_\_\_\_

Doing Business As (if different than above): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ - \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Website: \_\_\_\_\_

DUNS # \_\_\_\_\_

Remit to Address (if different than above):

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Order from Address (if different from above):

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Contact for Questions about this bid:**

Name: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Day-to-Day Project Contact (if awarded):

Name: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

\_\_\_\_\_ Certified Small Business Certifying Agency: \_\_\_\_\_

\_\_\_\_\_ Certified Minority, Woman or Disadvantaged Business Enterprise Certifying Agency: \_\_\_\_\_

\_\_\_\_\_

**Provide supporting documentation for your certification, if applicable.**

## SCRUTINIZED COMPANIES FORM

### SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.**

The affiant, by virtue of the signature below, certifies that:

1. The Vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The Vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
4. If awarded the Contract (or Agreement), the Vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Entity/Corporation

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person whose signature is being notarized) as the \_\_\_\_\_ (title) of \_\_\_\_\_ (name of corporation/entity), personally known \_\_\_\_\_, or produced \_\_\_\_\_ (type of identification) as identification, and who did/did not take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_  
NOTARY SEAL ABOVE



## E-VERIFY ELIGIBILITY FORM

### VERIFICATION OF EMPLOYMENT ELIGIBILITY FORM

**PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.**

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.**

The affiant, by virtue of the signature below, certifies that:

1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. The Contractor must maintain a copy of such affidavit.
6. The City may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Entity/Corporation

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person whose signature is being notarized) as the \_\_\_\_\_ (title) of \_\_\_\_\_ (name of corporation/entity), personally known \_\_\_\_\_, or produced \_\_\_\_\_ (type of identification) as identification, and who did/did not take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_

NOTARY SEAL ABOVE

## OFFER CERTIFICATION

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**By signing and submitting this Bid, the Vendor certifies that:**

- a) It is under no legal prohibition on contracting with the City of Clearwater.
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest.
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- f) It understands the City of Clearwater may copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for internal use in evaluating respondent's offer, or in response to a public records request under Florida's public records law (F.S. 119) or other applicable law, subpoena, or other judicial process; provided that Clearwater agrees not to change or delete any copyright or proprietary notices.
- g) Respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees.
- h) Respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and not debarred by any Federal or public agency.
- i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- j) It is current in all obligations due to the City.
- k) It will accept such terms and conditions in a resulting contract if awarded by the City.
- l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

**ACCEPTED AND AGREED TO:**

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## REFERENCES

**Instructions:** Vendor must provide at least three (3) customer references showing a minimum of five (5) years' experience in the biosolids removal, hauling and disposal business have been used within the State of Florida, with bid submittal. If references do not span a five (5) year period, Vendor must submit additional documentation or list of customers providing five (5) years of experience.

**Complete and return with bid submittal.**

**Reference # 1**

<b>Customer Name:</b>		<b>Contract Value:</b>	
<b>Date Began:</b>		<b>Date Completed:</b>	
<b>Address</b>			
<b>City / State / Zip</b>			
<b>Contact Person:</b>		<b>Phone:</b>	
<b>Email:</b>			
<b>Services Provided:</b>			

**Reference # 2**

<b>Customer Name:</b>		<b>Contract Value:</b>	
<b>Date Began:</b>		<b>Date Completed:</b>	
<b>Address</b>			
<b>City / State / Zip</b>			
<b>Contact Person:</b>		<b>Phone:</b>	
<b>Email</b>			
<b>Services Provided:</b>			

**Reference # 3**

<b>Customer Name:</b>		<b>Contract Value:</b>	
<b>Date Began:</b>		<b>Date Completed:</b>	
<b>Address</b>			
<b>City / State / Zip</b>			
<b>Contact Person:</b>		<b>Phone:</b>	
<b>Email:</b>			
<b>Services Provided:</b>			

Vendor Name \_\_\_\_\_

Date: \_\_\_\_\_

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**MAILING LABEL**

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CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER

----- For US Mail -----

**SEALED BID**

<b>Submitted by:</b>
Company Name:
Address:
City, State, Zip:

**ITB #45-21, Biosolids Management Services**

**Due Date: September 9, 2021 at 10:00 A.M.**

City of Clearwater  
Attn: **Procurement**  
PO Box 4748  
Clearwater FL 33758-4748

----- For US Mail -----

----- For Hand Deliveries, FEDEX, UPS or Other Courier Services -----

**SEALED BID**

<b>Submitted by:</b>
Company Name:
Address:
City, State, Zip:

**ITB #45-21, Biosolids Management Services**

**Due Date: September 9, 2021 at 10:00 A.M.**

City of Clearwater  
Attn: **Procurement**  
100 S Myrtle Ave 3<sup>rd</sup> Fl  
Clearwater FL 33756-5520

----- For Hand Deliveries, FEDEX, UPS or Other Courier Services -----