

**CITY OF NAPLES, FLORIDA**  
**AGREEMENT**  
**(SERVICES)**

**Bid/Proposal No.** RFP 20-018

**Clerk Tracking No.** 2020-00066

**Project Name:** Wastewater Treatment Plant – Hauling and Disposal of Biosolids

THIS AGREEMENT (the "Agreement") is made and entered into this 3<sup>rd</sup> day of June 2020 by and between the City of Naples, a Florida municipal corporation, (the "CITY") and Charlotte County Bio-Recycling, LLC., a Florida Limited Liability Company that is located at: 29751 Zemel Road; Punta Gorda, Florida 33955 (the "CONTRACTOR").

WHEREAS, the CITY desires to obtain the services of the CONTRACTOR concerning certain services specified in this Agreement (referred to as the "Project"); and

WHEREAS, the CONTRACTOR has submitted a Request for Proposal (RFP) No. 20-018 for provision of those services; and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

**ARTICLE ONE**  
**CONTRACTOR'S RESPONSIBILITY**

1.1. The Services to be performed by the CONTRACTOR are generally described as Wastewater Treatment Plant – Hauling and Disposal of Biosolids and may be more fully described in the Scope of Services, attached as **EXHIBIT A** and made a part of this Agreement.

1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the services to be provided and performed by the CONTRACTOR pursuant to this Agreement.

1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, registration, certificate of authorization or other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.

1.4. The CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified employee to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONTRACTOR has represented to the CITY that it has expertise in the type of services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of practice in the State of Florida, as may be applied to the type of services to be rendered, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by the CONTRACTOR. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by the CONTRACTOR hereunder, and the CONTRACTOR shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this paragraph. However, the CONTRACTOR shall comply with the Florida Public Records laws including those requirements set out in ARTICLE FIVE, below.

1.7. The CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONTRACTOR violates the provisions of this paragraph, the CONTRACTOR shall be required to pay damages to the CITY in an amount equal to any and all compensation that is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

1.8. The CONTRACTOR agrees not to provide services for compensation to any other party other than the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of the CITY.

1.9. Except as otherwise provided in this Agreement, the CONTRACTOR agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONTRACTOR's contractual relationship with the CITY for the special gain or benefit of the CONTRACTOR or for the special gain or benefit of any other person or entity.

## **ARTICLE TWO CITY'S RESPONSIBILITIES**

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- (a) The scope of services to be provided and performed by the CONTRACTOR;
- (b) The time the CONTRACTOR is obligated to commence and complete all such services; or
- (c) The amount of compensation the CITY is obligated or committed to pay the CONTRACTOR.

Any such modifications or changes shall only be made by or upon the authorization of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.

2.2. The Project Coordinator shall:

- (a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;
- (b) Arrange for access to and make all provisions for the CONTRACTOR to enter the Project site to perform the services to be provided by the CONTRACTOR under this Agreement; and
- (c) Provide notice to the CONTRACTOR of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONTRACTOR hereunder.

2.3. The CONTRACTOR acknowledges that access to the Project Site, to be arranged by the CITY for the CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.

### ARTICLE THREE TIME

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed (NTP) from the CITY for all or any designated portion or Phases of the Projects assigned to this Agreement and shall begin October 1, 2020 and be performed through September 30, 2023 with the mutually agreed upon option between the CITY and CONTRACTOR of two (2) one-year renewals. Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule.

3.5 Liquidated Damages: Not applicable to this Agreement.

3.6 Bond. A Payment & Performance Bond will be acquired by the CONTRACTOR and be issued by a surety insurer authorized to do business in this state as surety. CONTRACTOR prior to commencement of work, will record Payment & Performance Bond in the public records of the Clerk of Collier County and furnish a copy of the original recorded Bonds to the CITY Purchasing Department.

#### **ARTICLE FOUR COMPENSATION**

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services is not to exceed the adopted budgets approved by Council for said services with an estimated \$418,500.00 annual amount based on a \$69.75 per wet ton rate and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as EXHIBIT B and made a part of this Agreement.

#### **ARTICLE FIVE MAINTENANCE OF RECORDS**

5.1. The CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONTRACTOR for a minimum of five 5 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The CITY, or any duly authorized agents or representatives of the CITY, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the 5 year period noted above; provided, however, such activity shall be conducted only during normal business hours. If the CONTRACTOR desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.

#### **5.2 119.0701 F.S. CONTACT INFORMATION FOR CITY OF NAPLES' CUSTODIAN OF PUBLIC RECORDS, CITY CLERK'S OFFICE**

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 City of Naples' Custodian of Public records, the City Clerk at Telephone: 239-213-1015; Email: PublicRecordsRequest@naplesgov.com; Address: 735 8<sup>th</sup> Street S., Naples, Florida 34102; Mailing address: same as street address.

5.3 The CONTRACTOR shall:

- (a) Keep and maintain public records required by the CITY to perform the service.
- (b) Upon request from the CITY's custodian of public records, provide the CITY 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 in this chapter 119.0701 F.S. or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY 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 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 CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

#### **ARTICLE SIX INDEMNIFICATION**

6.1. The CONTRACTOR agrees to indemnify and hold harmless the CITY from liabilities, damages, losses and costs, including, but not limited to, all attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employer or utilized by the CONTRACTOR in the performance of the Contract.

#### **ARTICLE SEVEN INSURANCE**

7.1. The CONTRACTOR shall obtain and carry, at all times during its performance under this Agreement, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as EXHIBIT C and made a part of this Agreement.

#### **ARTICLE EIGHT SERVICES BY CONTRACTOR'S OWN STAFF**

8.1. The services to be performed hereunder shall be performed by the CONTRACTOR's own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the services of any other person or firm by the CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

#### **ARTICLE NINE**

## WAIVER OF CLAIMS

9.1. The CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the CITY arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the final payment. Neither the acceptance of the CONTRACTOR's services nor payment by the CITY shall be deemed to be a waiver of any of the CITY's rights against the CONTRACTOR.

## ARTICLE TEN TERMINATION OR SUSPENSION

10.1. The CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONTRACTOR or by any of the CONTRACTOR's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR at least 3 calendar days written notice.

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the CONTRACTOR was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the CONTRACTOR's remedies against the CITY shall be the same as and limited to those afforded the CONTRACTOR under paragraph 10.3 below.

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar days written notice to the CONTRACTOR. In the event of such termination for convenience, the CONTRACTOR's recovery against the CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by the CONTRACTOR that are directly attributable to the termination, but the CONTRACTOR shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

## ARTICLE ELEVEN CONFLICT OF INTEREST

11.1. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no persons having any such interest shall be employed to perform those services.

## ARTICLE TWELVE MODIFICATION

12.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

**ARTICLE THIRTEEN  
NOTICES AND ADDRESS OF RECORD**

13.1. All notices required or made pursuant to this Agreement to be given by the CONTRACTOR to the CITY shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CITY's address of record:

City of Naples  
735 Eighth Street South  
Naples, Florida 34102-3796  
Attention: **Charles T. Chapman IV**, City Manager

13.2. All notices required or made pursuant to this Agreement to be given by the CITY to the CONTRACTOR shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CONTRACTOR's address of record:

Charlotte County Bio-Recycling Center, LLC  
435 Williams Court, Suite 100, Baltimore, Maryland 21220  
Attention: Emil Kneis, Sales Support Manager  
FEI/EIN Number: On File

13.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

**ARTICLE FOURTEEN  
MISCELLANEOUS**

14.1. The CONTRACTOR assumes toward the CITY a duty of care commensurate with that which is imposed upon persons or firms in contractor's profession. CONTRACTOR will make reasonable efforts to ensure that its employees and agents maintain a professional demeanor and that the work area is compliant with CITY property maintenance and Project standards.

14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

14.3. This Agreement is not assignable, in whole or in part, by the CONTRACTOR without the prior written consent of the CITY.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

14.7. The CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as **EXHIBIT D**.

14.8 To the extent that any provision in the Specifications or any other Contract Documents pertaining to this Project conflict with any provision of this Agreement, this Agreement controls.

14.9 Attorneys' fees. Except as otherwise provided herein, each party shall be responsible for its own attorneys' fees.

#### **ARTICLE FIFTEEN APPLICABLE LAW**

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

**END OF ARTICLE PAGE**



IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

By: Patricia L. Rambosk  
Patricia L. Rambosk, City Clerk



CITY:

CITY OF NAPLES, FLORIDA,  
A Municipal Corporation

By: Charles T. Chapman IV  
Charles T. Chapman IV, City Manager

Approved as to form  
and legal sufficiency:

By: James D. Fox  
James D. Fox, City Attorney

**CONTRACTOR:**

CHARLOTTE COUNTY BIO-RECYCLING CENTER, LLC  
29751 Zemel Road  
Punta Gorda, Florida 33955  
Attention: Emil Kneis, Sales Support Manager

**CONTRACTOR:**

THAS  
Witness  
THOMAS GRANT  
Witness Printed Name

By: Elizabeth Grant  
Printed Name: ELIZABETH GRANT  
Title: ASSISTANT SECRETARY

FEI/EIN Number: On File  
Florida Limited Liability Company (FL)

(CORPORATE SEAL)

**EXHIBIT A**

**SCOPE OF SERVICES**

**The Scope of Services to be provided under this Agreement are included in Attachment A-1 which is attached and made a part of this Agreement and those set out in the Bid, any Issued Addendum(s), five (5) and Vendor's Submittal of (RFP) Request for Proposal No. 20-018, titled Wastewater Treatment Plant – Hauling and Disposal of Biosolids all herein referenced and made a part of this Agreement.**

**END OF EXHIBIT A**

**EXHIBIT B**

**BASIS OF COMPENSATION**

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis as indicated in Attachment B-1 which is attached and made a part of this Agreement.

Retainage: (N/A) Not applicable to this Agreement.

**END OF EXHIBIT B**

## EXHIBIT C

### GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly authorized to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "These coverage's are primary to all other coverage's the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Naples  
735 Eighth Street South  
Naples, Florida 34102

No City Division, Department, or individual name should appear on the Certificate.  
No other format will be acceptable.

The Certificate must state the bid number and title.

When using the ACORD 25 – Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

*[If other insurance or insurance requirements or any waivers, attach as Exhibit C-1 through C-\_\_\_ ]*

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned is the Sales Support Manager of the Charlotte County Bio-Recycling, LLC company ("the CONTRACTOR"), and hereby certifies to the following:

1. The CONTRACTOR is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONTRACTOR has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONTRACTOR in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONTRACTOR to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONTRACTOR's files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONTRACTOR being liable for any violation of the law by such third parties.

4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.

5. The undersigned, on behalf of the CONTRACTOR, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONTRACTOR has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONTRACTOR will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The CONTRACTOR acknowledges that the CITY by their authorized representatives shall have the right, at any time, upon 24 hours' notice, to examine the CONTRACTOR's books and records to confirm that the CONTRACTOR is in compliance with the terms of this certification.

Executed this 1 day of JUNE, 2020

By: 



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding memorializes the expectations as between the Charlotte County Bio-Recycling Center, LLC ("CCBRC") and facilities listed below ("Source Facility") relating to the transportation of biosolids from the Source Facility to the CCBRC, as well as the quantity and quality of the biosolids and their processing or disposal at the CCBRC compost facility (the "Facility") located at 29751 Zemel Road, Charlotte County, Florida.

Table with 4 columns: #, Source Facility, Source Owner, Permit #. Row 1: 1, City of Naples Water Reclamation Facility, City of Naples, FL 0026271

The parties acknowledge that CCBRC was issued Permit No. FLA 779466 by the Florida Department of Environmental Protection on June 25, 2012 (the Permit) for the Facility, and that Section 1.26 of the Permit requires that CCBRC enter into a written agreement with each Source Facility from which the Facility intends to receive biosolids, which agreement contains the following information: a) a description of the entity responsible for transport of biosolids between the Source Facility and the Facility; and b) information about the quality and quantity of the biosolids accepted by the Facility from the Source Facility; and c) a statement, signed by CCBRC, as to the availability of sufficient permitted capacity of the Facility to receive biosolids from the Source Facility; and c) an affirmation by CCBRC that the Facility will continue to operate in compliance with the requirements of the Permit.

So as to satisfy the requirements of Section 1.26 of the "Permit", the parties acknowledge their understandings as follows:

- a. The Source Facility shall transport, or cause the transportation of, all biosolids which are being taken from the Source Facility to the Facility:

\_\_\_\_\_ using the Source Facility's own biosolids transportation capabilities.

\_\_\_\_\_ using the Source Facility's designated biosolids hauler.

X  using the biosolids transportation services of the CCBRC.

- b. The quantity and quality of the biosolids going from the Source Facility to the Facility shall be as follows:
  - i. ~960 dry tons/year (6,0000 wet tons) [quantity of Biosolids in dry tons per year]
  - and
  - ii. Undigested – Advanced Waste Treatment (AWT) System [quality of Biosolids].
- c. CCBRC affirms that sufficient permitted capacity exists at the Facility to receive the quantity of Source Facility biosolids to be transported to the Facility, as set forth above.
- d. CCBRC affirms that it will continue to operate the Facility in compliance with the terms of the Permit at all times that it is receiving biosolids from the Source Facility.
- e. Cancellation: This Memorandum of Understanding can be cancelled with a 30-day written notice by either party.

Source Facility:

City of Naples

Charlotte County Biosolids Recycling Center, LLC (CCBRC)

Sign: Charles T. Chapman IV

Michelle Owen

By: Charles T. Chapman IV

By: Michelle Owen

Its: City Manager

Its: Sr. Plant Manager

Date: 6/8/2020

Date: 6-1-2020

Approved as to form and legality.

By: James D. Fox

James D. Fox, City Attorney

Attest:

Patricia L. Rambosk  
Patricia L. Rambosk, City Clerk

Date: 6/9/20

435 Williams Court, Suite 100, Baltimore, MD 21220  
Phone: (443) 489-9000 • Fax: (443) 489-9042

# **City of Naples, FL**

## **Wastewater Treatment Plant - Hauling and Disposal of Biosolids - RFP**

### **RFP No. 20-018**

#### **PROJECT REQUIREMENTS AND SPECIFICATIONS**

#### **A. INTRODUCTION**

The purpose of this bid is to obtain competitive pricing for the hauling and disposal of Bio-Solids generated by the City of Naples' Wastewater Treatment Plant:

- Bio-solids (sludge) – Dewatered only (No digestion – 12% to 18% solids) from the City of Naples Wastewater Treatment Plant, 1400 Third Avenue North, Naples, FL 34102.

(The City utilizes three (3) Komline Sanderson belt presses. These presses are all two (2) meters in size.)

- Bio-solids (sludge) – Liquid (1% to 1.5% solids) from the City of Naples Wastewater Treatment Plant, 1400 3rd Avenue North, Naples, FL 34102.

(The City has not hauled liquid sludge since 1986 and this type of hauling is not anticipated to occur during the timeline of this bid. However, emergencies can always occur, and the City must be able to dispose of sludge during emergency events.)

#### **B. SCOPE OF WORK**

Successful Contractor(s) shall be responsible for the removal, hauling, and disposal of wastewater bio-solids (sludge) from the City of Naples Wastewater Treatment Plant located at 1400 3rd Avenue North, Naples, Florida 34102.

#### **C. LEGAL REQUIREMENTS**

Successful Contractor(s) must conform to all applicable statutes, regulations, and ordinances of the Federal, State, and Local Governments, including all Florida Department of Transportation (FDOT) regulations (Reference attachment A - FDOT guidelines to be utilized to determine compliance).

#### **D. TRAILERS AND EQUIPMENT**

For Undigested Cake (12% - 18%) Wastewater Bio-solids Sludge (As referenced in the Special Conditions Section): For hauling and disposal, the successful Contractor shall furnish a minimum of three (3) 40-yard, liquid tight trailers per day, including Sundays and Holidays. Within 24 hours of being notified by the City that a trailer is full, the Contractor shall pick up a loaded trailer. The Contractor shall also supply, on site, a trailer transport vehicle (jockey truck) that is fully D.O.T. compliant, power steering, clean, and well maintained. Authorized City employees will move the trailers. The City will provide the fuel for the jockey truck. Contractor shall be responsible for all other maintenance to jockey truck. The Contractor shall provide monthly inspections and required preventative



maintenance on the jockey truck. Approximate weight of cake solids is +-1,200 pounds/cu. yd.

For Undigested Thickened Liquid (1%-1.5%) Wastewater Bio-solids Sludge (As referenced in the Special Conditions Section): The successful Contractor shall furnish adequate tanker units that will transport the liquid sludge to the designated (and properly permitted) Contractor site(s) or Processing Center. The Contractor will be responsible for the proper collection and transport of the Thickened Liquid Sludge to the designated disposal site. In this rare event, the City estimates the need of five to ten-tanker loads per day as determined by the Supervisor/Superintendent and facility capability. Approximate weight of liquid sludge is +-1,700 pounds/cu. yd.

#### **E. ESTIMATED ANNUAL REQUIREMENTS**

The Wastewater Plant, on an annual basis, will generate an estimated 6,000 tons (approximately 10,000 cubic yards) of Bio-solids. Actual quantities may exceed or fall short of these estimates.

#### **F. COORDINATION WITH PLANT ACTIVITIES**

All activities performed by the Contractor shall be conducted in such a manner as to not disrupt the operation of the wastewater treatment facilities. The Contractor shall coordinate its activities with those of the City at the Wastewater Treatment Facilities.

#### **G. RELIABILITY**

The City expects that the services proposed will be highly reliable in all weather conditions. Reliability criteria shall apply to all equipment, transportation, sub-agreements, and systems and shall apply to all dewatering and disposal. Bidders shall address reliability in their proposal to show how the operation will meet the reliability standards when key equipment is out of service.

#### **H. PRICES**

Bid prices will be per ton and will include drop off and pick up of trailers, on an as needed basis. Prices will also include all transportation and disposal fees, tipping fees, environmental and licensing fees, etc., if necessary. The City of Naples is a Municipality and, therefore, is tax exempt.

#### **I. LIABILITY**

The successful Contractor will be responsible for the immediate cleanup of all spills, regardless of location or time. In addition, the successful Contractor will be responsible for any damage to City of Naples property or any designated vendor sites caused by the Contractor.

#### **J. LICENSES AND PERMITS**

All equipment operated by & composting site(s) used by the successful Contractor will be properly licensed and permitted.

Licenses may be required by the State of Florida, Collier County, or the City of Naples to perform all or part of this work. Contractors should investigate and determine if they hold the necessary License(s) prior to bid submittal. Permitting may be required for all or part of the requested work. The contractor will be responsible for investigating and determining if permitting is necessary. The contractor will also be responsible for obtaining permits.

At a minimum, vendors must submit the following:

1. An active certified General Contractor's (CGC) license; and be certified and or qualified to complete the project per project specifications.
2. Prospective vendors, whether residents or nonresidents of Florida, must provide evidence of proper licensure with their Bids submittal. Such evidence must be in the form of copies of their Florida license which authorizes Bidder to perform the work.
3. Prospective vendors must hold the required license for the type of work to be performed at the time their bid response is submitted and for the duration of the contract.
4. Prospective vendors must provide a list of the permit(s) they determined are necessary to perform the requested work.

#### **K. REPORTS**

The successful Contractor shall submit monthly tonnage reports to the Wastewater Treatment Plant Manager per services rendered for the specific facility located at 1400 3rd Avenue North. The Contractor shall be responsible for all necessary testing and residuals summary submissions. Detailed daily biosolids hauling manifest must be submitted for each load removed. Monthly sludge disposal reports shall be completed and mailed or emailed to the City no later than the 10th of each month following service. Annual sludge disposal reports shall be submitted by January 10th of each year per requirements of Federal, State and local regulatory agencies. FDEP forms No. 62-640.210(2)(a) and 62-640.210(2)(b) shall be used for all reporting.

#### **L. CITY AUTHORIZED DISPOSAL OF BIOSOLIDS (WASTEWATER SLUDGE)**

The Contractor shall submit a per ton cost for the hauling and disposal of each form of Wastewater Bio-solid (sludge) listed below. It is the Contractor's responsibility to understand and adhere to what is outlined and mandated in Chapter 62-640 F.A.C. This includes providing composting disposal site(s) throughout the length of this contract that are permitted by the Florida Department of Environmental Protection (FDEP) and (if applicable) by the Florida County where the disposal site(s) is located. **At no time will City of Naples Wastewater sludge be hauled and disposed out of the State of Florida!**

- The Contractor shall submit a per ton cost to haul and dispose (Following rules outlined in Chapter 62-640 F.A.C.) of a (12%-18%) undigested Bio-solids Cake (sludge). This Cake will be hauled and disposed of at specified location(s). These site(s) will be properly permitted and specific in location, address, and/or description for tracking and reporting purposes.

- In the event that the City's Sludge Thickening Process Equipment must be taken offline for extended maintenance or repair, the Contractor shall submit a per ton cost to dewater using a mobile mounted centrifuge and haul or a per ton cost to haul and dispose of an undigested Thickened Liquid (1%-1.5%) Wastewater Bio-solids (sludge). This Thickened Liquid Sludge will be hauled and disposed at designated Contractor locations. These dump sites will be properly permitted through the Dept. of Environmental Protection and specific in location, address, and/or description for tracking and reporting purposes. Examples of these dump sites would be a Residual Management Facility or a Wastewater Treatment Plant.
- The City is required to perform specific reporting information to the regulatory agencies. Therefore, the Contractor shall provide the following information on each of the delivery tickets submitted daily:
  - Disposal Site Name & Permit Number
  - Owner of Disposal Site
  - City representative signature
  - Operator/Driver signature
  - Applier Receiving facility representative signature
  - Latitude and Longitude Coordinates
  - County
  - Section/Tract
  - Weight in, weight out and net weight
  - Amount Hauled - tons
  - Date and time removed
  - Date and time delivered

### **M. ALTERNATE BIDS**

The City of Naples reserves the right to consider any alternate bid submitted that may include hauling and disposal from the 1400 3rd Avenue North location to the Lee County Solid Waste Landfill facility located at 5500 Church Road, Felda, FL 33930 (phone: 239-533-8000) – reference Compensation Schedule form. The City further reserves the right to accept any proposal that it deems to be in the City's best interest.

### **N. INSURANCE**

The City's General Insurance Requirements on page 10 apply. In addition to the City's General Insurance Requirements, the specialized insurances listed below are required at the time of contract depending on the scope of services. **UMBRELLA LIABILITY:** With limits of not less than \$5,000,000 per occurrence covering all work performed under this contract. **HAZARDOUS MATERIALS INSURANCE:** For the purpose of this section, the term "hazardous materials" includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this contract, no further work is to be performed in the area of the hazardous material

until Risk Management has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the contract:

1. **CONTRACTORS POLLUTION LIABILITY** – For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this contract, including, but not limited to, all hazardous materials identified under the contract.
2. **ASBESTOS LIABILITY** – For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this contract.
3. **DISPOSAL** – When applicable, the CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$3,000,000 per claim and \$3,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than \$6,000,000 per claim and \$6,000,000 in the aggregate.
4. **HAZARDOUS WASTE TRANSPORTATION** – When applicable, the CONTRACTOR shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability Insurance with endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than \$1,000,000 annual aggregate and provide a valid EPA identification number.
5. **CERTIFICATES OF INSURANCE** – Shall clearly state the hazardous material exposure work being performed under the contract.

## O. SELECTION PROCESS

### 1. SOLICITATION SCHEDULE:

Listed below are the important dates and times related to this solicitation. The Procurement Division may find it necessary to change any of these dates or times. All dates are subject to change.

Action	Estimated Completion Date
Issue RFP to Qualified Vendors	Week of March 16, 2020
RFP Due Date	April 21, 2020
Evaluation Committee Meeting	Week of April 27, 2020

### 2. PROPOSAL OPENING

The bid opening is public on the date and at the time specified on the proposal form. It is the proposer's responsibility to assure their proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered.

### 3. EVALUATION COMMITTEE

The City Manager will appoint a selection committee to review and evaluate the proposals using the following criteria. The City, at its sole discretion, may contact the references and/or visit one or more of the projects listed in response to this solicitation as part of the evaluation process.

### 4. SELECTION CRITERIA:

Any proposal that does not meet the minimum qualifications as stated above will be rejected. The criteria below are not necessarily listed in order of importance.

Proposals will be evaluated on the following criteria:

CRITERIA	MAXIMUM POINTS
Qualifications	30
Compensation Schedule	40
Disposal Location	20
Value Added Information	10

### 5. SUBMITTAL REQUIREMENTS:

- Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.
- PLEASE INCLUDE PAGE TABS/ SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be substantially unreliable, in the sole opinion of the Evaluation Committee and Purchasing & Contracts Manager, their proposal may be rejected.
- Proposers shall submit one (1) original hard copy (clearly marked as such) and an electronic version on a USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The City may request specific files be submitted in specialty format (i.e., provide Price Forms or Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements described herein. Should files not be provided in the format or

quantity as requested, Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the City in evaluating the Proposal, and the electronic version is provided for the City's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.

Qualified vendors interested in providing Wastewater Treatment Plant - Hauling and Disposal of Biosolids Services described in this request are invited to submit a proposal. Submittals shall address the evaluation criteria. Please use the below TAB format for your proposal. Proposals should be concise and clear.

### **Tab 1 - Cover Letter and Forms**

- Maximum two pages outlining why the City should select your firm/team. Identify who will be the point of contact including their email address. Identify the who will be the point of contact including their email address. Identify the Project Manager and in which office they are located.
- Items for Baseline Eligibility - Include Mandatory Form information from the Submission Check List page including any applicable licenses / certifications.
- Questionnaire - This questionnaire must be filled out and returned as part of the bid submittal. Failure to do so may result in disqualification of your bid. The Questionnaire should be included under Tab 1.

**NOTE: There is a 30 printed (single sided) page maximum for the information below.**

### **Tab 2 - Qualifications**

Provide a statement indicating the contractor's interest in, knowledge of, and resources necessary to provide the services described in this RFP. Indicate familiarity with and knowledge of the City of Naples Wastewater Treatment Plant's requirements to remove and dispose of wastewater biosolids. The contractor must have experience providing mobile dewatering, transport and disposal of biosolids for their proposal to be considered responsible. Detail practical experience, including relevant dates, in all aspects of hauling and disposal of biosolids. Include the history of the firm, brief resumes of dedicated staff members, Contractor's license #s, and a list of all current clients and contacts for which the proposer has provided similar services. Additionally, provide the firms current insurance certificates indicating the minimum coverages specified herein.

The contractor shall be regularly engaged in the business of hauling and transport services that are comparable to work described in this RFP and shall be an entity authorized to do business in the State of Florida.

The bidder shall provide three (3) verifiable governmental references where mobile dewatering and/or disposal of biosolids have been provided within the last ten (10) years. Each reference shall include the contract description, contract duration, project manager,

and volume of material managed and hauled – including any disposal sites provided by the contractor.

One reference is required for each criterion unless reference can be applied to multiple criteria. Failure to provide references that verify all required experience will cause the contractor to be deemed non-responsive. To be deemed responsive, references must demonstrate that the contractor has provided the following experience:

- a. Dewatering service using a mobile mounted centrifuge or hauling of liquid biosolids
- b. Transportation of non-liquid biosolids.
- c. Proper disposal of biosolids from a public owned wastewater treatment facility at sites or facilities approved by Florida Department of Environmental Protection (FDEP).

Describe the availability of equipment, labor, time to mobilize, and list of subcontractors that may be associated with this RFP's requested services. Proposals shall illustrate the contractor's ability to provide the necessary equipment to fulfill the services outlined herein and provide a level of reliability for executing such services.

Include an organizational chart outlining operational structure, segregating the proposer's staff and resources from that of anticipated sub-contractors.

### **Tab 3 - Compensation Schedule**

Utilize the Compensation Schedule provided within this document to provide the contractor's unit pricing. The proposed fees shall include all overhead and expenses to complete all services listed within this RFP.

The **BASE** Bid is intended to provide unit costs for the contractor to remove, haul/transport, and dispose wastewater bio-solids (sludge) from the City of Naples Wastewater Treatment Plant located at 1400 3rd Avenue North, Naples, Florida 34102 to a disposal location provided by the contractor.

The ALTERNATE Bid is intended to provide unit costs for the contractor to remove and haul/transport wastewater bio-solids (sludge) from the City of Naples Wastewater Treatment Plant located at 1400 3rd Avenue North, Naples, Florida 34102 to the Lee County Solid Waste Landfill facility located at 5500 Church Road, Felida, FL 33930 (phone: 239-533-8000). Currently, the City contracts a hauler to transport all biosolids to the Lee County processing facility. The City was notified by Lee County that they will no longer accept the City's biosolids after September 30, 2020. Should arrangements be made with Lee County to where the City will continue to dispose of biosolids at the Lee County facility, this alternate bid pricing will provide the necessary pricing mechanism that would be required to continue this operation.

All pricing provided within the BASE bid and ALTERNATE bid shall be inclusive of the cost of the contractor to provide the City with 40 cubic yard liquid tight trailers and a trailer transport vehicle (jockey truck) that is fully D.O.T. compliant, power steering, clean, and well maintained as indicated in Section D "TRAILERS AND EQUIPMENT" of the Specifications.

The City reserves the right to negotiate with the successful bidder(s) additional projects or services of an expanded scope on a lump sum basis with successful negotiations being executed in the form of Task Orders and/or Purchase Orders issued by the City's Purchasing Department. The City also reserves the right to negotiate with the successful bidder's additional unit costs that may encompass an expanded scope of these services with successful negotiations being subject to contract amendments.

#### **Tab 4 - Disposal Location**

It is the Contractor's responsibility to understand and adhere to what is outlined and mandated in Chapter 62-640 F.A.C. This includes providing composting disposal site(s) throughout the length of this contract that are permitted by the Florida Department of Environmental Protection (FDEP) and (if applicable) by the Florida County where the disposal site(s) is located. At no time will City of Naples Wastewater sludge be hauled and disposed out of the State of Florida.

The Contractor shall provide the disposal site(s) intended to be used through the duration of this contract.

These composting site(s) shall be properly permitted and specific in location, address, and/or description for tracking and reporting purposes. The City is required to perform specific reporting information to the regulatory agencies. Therefore, the Contractor shall provide the following information for each disposal site:

- Disposal Site Name & Permit Number
- Owner of Disposal Site
- Applier (if applicable)
- Latitude and Longitude Coordinates
- County
- Section/Tract
- Copy of agreement or arrangement with site(s) to accept our biosolids

#### **Tab 5 - Value Added Information**

Provide any additional information that may assist in the evaluation of the firm and/or the proposal. Optional information may include location of offices, other available business resources, and any other information that would be beneficial to the City in obtaining services to transport and dispose of the City's biosolids.



**P. INCURRING COSTS**

The City of Naples is not liable for any costs incurred by the offeror submitting a proposal in response to this solicitation. The cost to prepare the proposal and travel to project interviews shall be the full responsibility of the proposer.

**Q. FIRM RANKING AND SELECTION**

Based on the results of the evaluation process and selection criteria, the Evaluation Committee will prepare a prioritized ranking of firms. City staff will present an agreement to the top ranked firm for Wastewater Treatment Plant - Hauling and Disposal of Biosolids Services. Should contract negotiations fail with the top ranked firm, the City will enter into discussions with the second ranked firm, and so on, until an acceptable agreement has been reached between the City and the selected firm. The final contract will then be forwarded to the City Council for approval.

## ATTACHMENT A

### HOW TO USE TABLE 2

This table is for finding your legal external bridge and internal bridge weight.

Legal maximum weight may be found by measuring the external bridge and locating that distance in the left-hand column of TABLE 2. Then read the weight under the correct column for the number of axles on your truck.

For internal bridge weight limits for your truck on the Interstate Highway System, measure the distance from the center of the steering axle on the tractor to the center of the last tractor axle and the distance from the center of the first drive axle to the center of the last trailer axle. Then find the number of feet measured on the left-hand side of the table and read the legal weight in the column under the number of axles measured for each internal bridge distance.

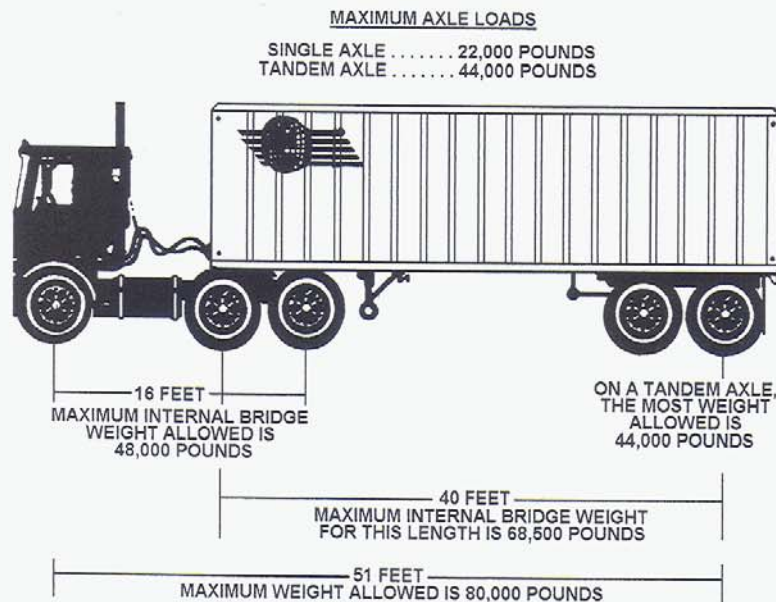


TABLE 2

**MAXIMUM LEGAL WEIGHT BASED ON THE TOTAL NUMBER OF AXLES AND THE DISTANCE BETWEEN THE AXLES, OR SETS OF AXLES**  
 Commercial motor vehicle weights are also limited by the gross vehicle weight declared on the power unit tag registration, and are subject to penalty if such declared weight is exceeded.  
 (See facing page for instructions on how to use this TABLE)

	Maximum Weight Allowed on this Number of Axles (In Pounds) (10% Tolerance Included)					
	2 Axles	3 Axles	4 Axles	5 Axles	6 Axles	7 Axles
4	44,000					
5	44,000					
6	44,000					
7	44,000					
8	44,000	44,000				
9	44,000	44,000				
10	44,000	44,000				
11	44,000	44,500				
12	44,000	45,000	50,000			
13	44,000	46,000	50,500			
14	44,000	46,500	51,500			
15	44,000	47,500	52,000			
16	44,000	48,000	52,500	58,000		
17	44,000	49,000	53,500	58,500		
18	44,000	49,500	54,000	59,500		
19	44,000	50,500	54,500	60,000		
20	44,000	51,000	55,500	60,500	66,000	
21	44,000	52,000	56,000	61,000	66,500	
22	44,000	52,500	56,500	62,000	67,000	
23	44,000	53,500	57,500	62,500	68,000	
24	44,000	54,500	58,000	63,000	68,500	74,000
25	44,000	55,000	58,500	63,500	69,000	74,500
26	44,000	55,500	59,500	64,500	69,500	75,000
27	44,000	56,500	60,000	65,000	70,000	76,000
28	44,000	57,000	60,500	65,500	71,000	76,500
29	44,000	58,000	61,500	66,000	71,500	77,000
30	44,000	58,500	62,000	67,000	72,000	77,500
31	44,000	59,500	62,500	67,500	72,500	78,000
32	44,000	60,000	63,500	68,000	73,000	78,500
33	44,000	61,000	64,000	68,500	74,000*	79,500
34	44,000	61,500	64,500	69,500	74,500	80,000
35	44,000	62,500	65,500	70,000	75,000	
36	44,000	63,000	66,000	70,500	75,500	
37	44,000	64,000	68,000	71,000	76,000	
38	44,000	64,500	68,000	72,000	77,000	
39	44,000	65,500	68,000	72,500	77,500	
40	44,000	66,000	68,500	73,000	78,000	
41	44,000		69,500	73,500*	78,500	
42	44,000		70,000	74,500	79,000	
43	44,000		70,500	75,000	80,000	
44	44,000		71,500	75,500		
45	44,000		72,000	76,000		
46	44,000		72,500	77,000		
47	44,000		73,500*	77,500		
48	44,000		74,000	78,000		
49	44,000		74,500	78,500		
50	44,000		75,500	79,500		
51	44,000		76,000	80,000		

**WARNING:** You may be legal on external bridge weight, but not on internal bridge. Be sure to check those weights before using the Interstate highways.

**CITY OF NAPLES  
PURCHASING DIVISION  
CITY HALL, 735 8<sup>TH</sup> STREET SOUTH  
NAPLES, FLORIDA 34102  
PH: 239-213-7100 FX: 239-213-7105**

**ADDENDUM NUMBER 1**

NOTIFICATION DATE:	SOLICITATION TITLE:	SOLICITATION NUMBER:	BID OPENING DATE & TIME:
<b>4/9/2020</b>	<b>Wastewater Treatment Plant - Hauling and Disposal of Biosolids - RFP</b>	<b>20-018</b>	<b>4/21/2020 2:00PM</b>

**THE FOLLOWING INFORMATION IS HEREBY INCORPORATED INTO,  
AND MADE AN OFFICIAL PART OF THE ABOVE REFERENCED BID.**

The following clarifications are issued as an addendum identifying the following changes for the referenced solicitation.

1. Attached "Exhibit A" is revised page 15, this page replaces in its entirety the original published page.
2. Attached "Exhibit B" are revised pages 30 through 36; these pages replace in their entirety the originally published pages.
3. Please find attached "Exhibit C" City's Current Biosolids Analysis Report

**The following answers to written submitted questions:**

1. What is the current price / ton?

**ANSWER: \$24.29/TON.**

2. Where is the material currently being disposed? Which landfill, recycling center, etc.?

**ANSWER: Lee County.**

3. When does the current contract expire?

**ANSWER: 9/30/2020.**

4. Who is the current awarded contractor?

**ANSWER: Prolime Corporation.**

5. Alternate Bid Questions:

- Does the City of Naples have a separate contract with Lee County to accept their biosolids?

**IMPORTANT MESSAGE**

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET.**

**ANSWER: Yes, only through 9/30/2020. Bid 20-018 alternate pricing is requested should the City be able to negotiate with Lee County to continue to haul biosolids to their processing facility beyond 9/30/2020.**

- If so, what is the tipping fee? How long is the contract valid for?

**ANSWER: \$27/TON – 9/30/2020.**

Please attached correspondence with Lee County.

- Lee County confirmed via email that they would only take the City of Naples sludge until Oct 2020. Does this warrant the removal of the “Alternate Bid” pricing from RFP 20-018?

**ANSWER: Not at this time.**

6. As this is not a construction project, would the City consider waiving the requirement for a Florida Contractor’s License? FLDEP does not issue said license for biosolids management services?

**ANSWER: Yes, a Florida Contractor’s license is not required. However, the contractor shall be responsible for possessing all of the necessary licenses required to do work within the State of Florida, Collier County and the City of Naples. The contractor shall also be compliant with all licenses required to haul and transport material pursuant to the Florida Department of Motor Vehicles and the Florida Department of Transportation regulations.**

7. What is the City’s current contracted rate for biosolids hauling and disposal service?

**ANSWER: Hauling: \$24.29/TON; Disposal: \$27.00/TON.**

8. Is the City willing to waive the requirement for a fully D.O.T. compliant jockey truck as it will not be utilized on the road?

**ANSWER: Yes, the DOT compliant requirement may be waived. The intent of this specification is to ensure that the contractor provides a truck in acceptable working condition as intended by the manufacturer for the City’s use. The specifications have been revised as stated below:**

#### D. TRAILERS AND EQUIPMENT

For Undigested Cake (12% - 18%) Wastewater Bio-solids Sludge (As referenced in the Special Conditions Section): For hauling and disposal, the successful Contractor shall furnish a minimum of two (2) empty 40-yard, triple axel, liquid tight trailers per day, including Sundays and Holidays. Within 24 hours of being notified by the City that a trailer is full, the Contractor shall pick up a loaded trailer. The Contractor shall also supply, on site, a trailer transport vehicle (capacity yard spotter or approved equal jockey truck) that contains power steering, hydraulic fifth wheel, clean, and well maintained. Authorized City employees will move the trailers. The City will provide the fuel for the jockey truck. Contractor shall be responsible for all other maintenance to jockey truck. The Contractor shall provide monthly inspections and required preventative maintenance on the jockey truck. In the event the jockey truck is out-of-service the Contractor shall provide a means of moving the trailers for loading with no interruption of service. Approximate weight of cake solids is +-1,200 pounds/cubic yard.

9. Does the City prefer a green recycling approach over landfilling?

**ANSWER: Contractors are encouraged to provide recycling alternatives within their proposals, including applicable cost, and those alternatives will be evaluated.**

#### IMPORTANT MESSAGE

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET .**

10. Will the City be checking the FLDEP and public records of a company's performance?

**ANSWER: The City may check company performances on a case by case basis.**

11. Is a company's financial strength a consideration?

**ANSWER: Yes, contractors are encouraged to provide such information within their qualifications of the submittal.**

12. The bonding requirements on pgs. 14 & 15, items F & G refer to "construction-related sealed bids" so since there is no construction involved, are these bonds required for this contract? If so, the language in item G. Proposal Construction Performance & Payment Bonds is a repeat of the bid bond language provided in item F. What are the specific Performance and Payment Bond requirements for this contract?

**ANSWER: Please reference attached Exhibit A.**

13. Would the City consider allowing for the Performance and Payment Bonds to be issued on an annual contract amount that is renewable annually?

**ANSWER: No, please reference example below:**

**The dollar amount will be for the total of the initial term of the Agreement. This RFP's initial term is 3/years with an option for 2/1-year renewals.**

**Example of Bonding dollar amount. Awarded Vendor \$800,000 per year x 3years = \$2,400,000 Bond requirement.**

14. Is the City open to alternative proposals for liquid sludge such as emergency dewatering services?

**ANSWER: Yes, only under emergency conditions.**

15. Given the situation with the impending changes to Florida Chapter 62-640, would the City consider allowing for price increases such as Consumer Price Index increases?

**ANSWER: The unit prices for the Hauling and Disposal of Bio-solids Services shall remain the same through the first three years of the Agreement. The initial contract period from October 1, 2020 through September 30, 2023 will not be subject to annual increases. Annual price adjustments may be considered during contract renewals beginning October 1, 2023 and each October 1 for the remaining term of the Agreement, if requested, in writing, by the Contractor. Each written request will be reviewed by the City and Contractor to determine if a price increase is warranted and can be mutually agreed upon.**

**The contract unit prices may be reviewed and adjusted annually during each contract renewal period to reflect increases published in the Consumer Price Index for All Urban Consumers, U.S. City Average, for All Items (Unadjusted 12-months), also known as the "CPI-U", published by the United States Department of Labor; also accessible on their website at <http://www.bls.gov/cpi>. Should an adjustment be agreed upon, the adjustment may become effective on the first day of the month following the initial term of the contract (October 1st), and will use the August CPI-U publication within the current year before the adjustment becomes effective. The contract unit prices may be multiplied by the percent increase in the CPI-U during each subsequent twelve-month renewal period upon review and approval by the City. The total adjustment to the unit prices in any given year shall not exceed five percent (5%) of the previous year's rate. If publication of the CPI-U ceases, or if the CPI-U otherwise**

**IMPORTANT MESSAGE**

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET.**

becomes unavailable or is altered in a way as to be unusable, the City may select another relevant price index published by the United States Government or by a reputable publisher of financial and economic indices.

The Contractor may petition the City for an additional rate adjustment resulting from a change in law. The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The City may request from the Contractor such further information as may be reasonably necessary in making its determination. Within sixty (60) calendar days of receipt of the request and all other additional information required by the City, the Department Director shall determine the fairness of the request and shall make a recommendation to the City Manager. Adjusted rates shall become effective upon approval by the City Manager.

16. Under the Bid Tabulation sheet, the liquid unit price (Items #2 under each Task) is shown as /Ton. Will the tanker trucks be able to use the scale? If not, would the City consider modifying the Unit to reflect /Gallon?

**ANSWER: Yes, a scale will be available at the City's Wastewater Treatment Plant.**

17. Please provide current analysis of the City's biosolids.

**ANSWER: Please reference attached Exhibit C.**

18. For the Hauling Only Alternative Bid, does the proposer need to provide a Jockey truck?

**ANSWER: Yes, a jockey truck is required for both bid options.**

**Exhibit A - Revised page 15**

**Exhibit B - Revised pages 30 – 36**

**Exhibit C - City's Current Biosolids Analysis Report**

**###**

**IMPORTANT MESSAGE**

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET.**

**Exhibit A - Revised page 15**

authorized to do business in the State of Florida or otherwise supplied in a form satisfactory to the City. The bid bond must be submitted with the bid. When the bids require a bid bond, noncompliance will result in rejection of the bid. Note that failure or refusal of the awarded bidder to enter into a contract within twenty (20) calendar days after receipt of said contract will result in damages to the City and bid bond will be forfeited to the City as liquidated damages.

**G. PROPOSAL PERFORMANCE & PAYMENT BONDS**

A Performance and Payment Bond will be required of the Awarded Proposer for any contract that is in excess of \$100,000.00 dollars and will be in an amount equal to 100 (%) percent of the price specified in the Contract.

The bond(s) shall be executed by a surety company authorized to do business in the State of Florida, or otherwise secured in a manner satisfactory to the City for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

**H. QUESTIONS**

Questions regarding this proposer packet must be received in writing in the Purchasing Division NO LATER THAN **TEN CALENDAR DAYS PRIOR TO THE BID OPENING DATE TO ENSURE AN ANSWER IS PROVIDED PRIOR TO CLOSING. Last day for questions is 4/11/2020**

**Direct all questions to:**  
**Gerald "Jed" Secory, MBA / CPPO / CPM**  
**Purchasing and Contracts Manager**  
City of Naples, Purchasing Division  
735 8<sup>th</sup> Street South  
Naples, Florida 34102  
**PH: (239) 213-7102 FX: (239) 213-7105**  
[Jsecory@naplesgov.com](mailto:Jsecory@naplesgov.com)



**Exhibit B - Revised pages 30 - 36**

- In the event that the City's Sludge Thickening Process Equipment must be taken offline for extended maintenance or repair, the Contractor shall submit a per ton cost to dewater using a mobile mounted centrifuge and haul or a per ton cost to haul and dispose of an undigested Thickened Liquid (1%-1.5%) Wastewater Bio-solids (sludge). This Thickened Liquid Sludge will be hauled and disposed at designated Contractor locations. These dump sites will be properly permitted through the Dept. of Environmental Protection and specific in location, address, and/or description for tracking and reporting purposes. Examples of these dump sites would be a Residual Management Facility or a Wastewater Treatment Plant.
- The City is required to perform specific reporting information to the regulatory agencies. Therefore, the Contractor shall provide the following information on each of the delivery tickets submitted daily:
  - Disposal Site Name & Permit Number
  - Owner of Disposal Site
  - City representative signature
  - Operator/Driver signature
  - Applier Receiving facility representative signature
  - Latitude and Longitude Coordinates
  - County
  - Section/Tract
  - Weight in, weight out and net weight
  - Amount Hauled - tons
  - Date and time removed
  - Date and time delivered

**M. ALTERNATE BIDS**

The City of Naples reserves the right to consider any alternate bid submitted that may include hauling and disposal from the 1400 3rd Avenue North location to the Lee County Solid Waste Landfill facility located at 5500 Church Road, Felda, FL 33930 (phone: 239-533-8000) – reference Compensation Schedule form. The City further reserves the right to accept any proposal that it deems to be in the City's best interest.

**N. INSURANCE**

The City's General Insurance Requirements on page 10 apply. In addition to the City's General Insurance Requirements, the specialized insurances listed below are required:

CONTRACTORS POLLUTION LIABILITY – for sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed.

**Exhibit B - Revised pages 30 - 36****O. SELECTION PROCESS****1. SOLICITATION SCHEDULE:**

Listed below are the important dates and times related to this solicitation. The Procurement Division may find it necessary to change any of these dates or times. All dates are subject to change.

Action	Estimated Completion Date
Issue RFP to Qualified Vendors	Week of March 16, 2020
RFP Due Date	April 21, 2020
Evaluation Committee Meeting	Week of April 27, 2020

**2. PROPOSAL OPENING**

The bid opening is public on the date and at the time specified on the proposal form. It is the proposer's responsibility to assure their proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered.

**3. EVALUATION COMMITTEE**

The City Manager will appoint a selection committee to review and evaluate the proposals using the following criteria. The City, at its sole discretion, may contact the references and/or visit one or more of the projects listed in response to this solicitation as part of the evaluation process.

**4. SELECTION CRITERIA:**

Any proposal that does not meet the minimum qualifications as stated above will be rejected. The criteria below are not necessarily listed in order of importance. Proposals will be evaluated on the following criteria:

CRITERIA	MAXIMUM POINTS
Qualifications	30
Compensation Schedule	40
Disposal Location	20
Value Added Information	10

**5. SUBMITTAL REQUIREMENTS:**

- Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below.

## Exhibit B - Revised pages 30 - 36

More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.

2. **PLEASE INCLUDE PAGE TABS/ SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be substantially unreliable, in the sole opinion of the Evaluation Committee and Purchasing & Contracts Manager, their proposal may be rejected.
3. Proposers shall submit one (1) original hard copy (clearly marked as such) and an electronic version on a USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The City may request specific files be submitted in specialty format (i.e., provide Price Forms or Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements described herein. Should files not be provided in the format or quantity as requested, Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the City in evaluating the Proposal, and the electronic version is provided for the City's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.

Qualified vendors interested in providing Wastewater Treatment Plant - Hauling and Disposal of Biosolids Services described in this request are invited to submit a proposal. Submittals shall address the evaluation criteria. Please use the below TAB format for your proposal. Proposals should be concise and clear.

### Tab 1 - Cover Letter and Forms

- Maximum two pages outlining why the City should select your firm/team. Identify who will be the point of contact including their email address. Identify the who will be the point of contact including their email address. Identify the Project Manager and in which office they are located.
- Items for Baseline Eligibility - Include Mandatory Form information from the Submission Check List page including any applicable licenses / certifications.
- Questionnaire - This questionnaire must be filled out and returned as part of the bid submittal. Failure to do so may result in disqualification of your bid. The Questionnaire should be included under Tab 1.

**NOTE: There is a 30 printed (single sided) page maximum for the information below.**

### Tab 2 - Qualifications

## Exhibit B - Revised pages 30 - 36

Provide a statement indicating the contractor's interest in, knowledge of, and resources necessary to provide the services described in this RFP. Indicate familiarity with and knowledge of the City of Naples Wastewater Treatment Plant's requirements to remove and dispose of wastewater biosolids. The contractor must have experience providing mobile dewatering, transport and disposal of biosolids for their proposal to be considered responsible. Detail practical experience, including relevant dates, in all aspects of hauling and disposal of biosolids. Include the history of the firm, brief resumes of dedicated staff members, Contractor's license #s, and a list of all current clients and contacts for which the proposer has provided similar services. Additionally, provide the firms current insurance certificates indicating the minimum coverages specified herein.

The contractor shall be regularly engaged in the business of hauling and transport services that are comparable to work described in this RFP and shall be an entity authorized to do business in the State of Florida.

The bidder shall provide three (3) verifiable governmental references where mobile dewatering and/or disposal of biosolids have been provided within the last ten (10) years. Each reference shall include the contract description, contract duration, project manager, and volume of material managed and hauled – including any disposal sites provided by the contractor.

One reference is required for each criterion unless reference can be applied to multiple criteria. Failure to provide references that verify all required experience will cause the contractor to be deemed non-responsive. To be deemed responsive, references must demonstrate that the contractor has provided the following experience:

- a. Dewatering service using a mobile mounted centrifuge or hauling of liquid biosolids
- b. Transportation of non-liquid biosolids.
- c. Proper disposal of biosolids from a public owned wastewater treatment facility at sites or facilities approved by Florida Department of Environmental Protection (FDEP).

Describe the availability of equipment, labor, time to mobilize, and list of subcontractors that may be associated with this RFP's requested services. Proposals shall illustrate the contractor's ability to provide the necessary equipment to fulfill the services outlined herein and provide a level of reliability for executing such services.

Include an organizational chart outlining operational structure, segregating the proposer's staff and resources from that of anticipated sub-contractors.

### **Tab 3 - Compensation Schedule**

Utilize the Compensation Schedule provided within this document to provide the contractor's unit pricing. The proposed fees shall include all overhead and expenses to complete all services listed within this RFP.

## Exhibit B - Revised pages 30 - 36

The **BASE** Bid is intended to provide unit costs for the contractor to remove, haul/transport, and dispose wastewater bio-solids (sludge) from the City of Naples Wastewater Treatment Plant located at 1400 3rd Avenue North, Naples, Florida 34102 to a disposal location provided by the contractor.

The **ALTERNATE** Bid is intended to provide unit costs for the contractor to remove and haul/transport wastewater bio-solids (sludge) from the City of Naples Wastewater Treatment Plant located at 1400 3rd Avenue North, Naples, Florida 34102 to the Lee County Solid Waste Landfill facility located at 5500 Church Road, Felda, FL 33930 (phone: 239-533-8000). Currently, the City contracts a hauler to transport all biosolids to the Lee County processing facility. The City was notified by Lee County that they will no longer accept the City's biosolids after September 30, 2020. Should arrangements be made with Lee County to where the City will continue to dispose of biosolids at the Lee County facility, this alternate bid pricing will provide the necessary pricing mechanism that would be required to continue this operation.

All pricing provided within the BASE bid and ALTERNATE bid shall be inclusive of the cost of the contractor to provide the City with 40 cubic yard liquid tight trailers and a trailer transport vehicle (jockey truck) that is fully D.O.T. compliant, power steering, clean, and well maintained as indicated in Section D "TRAILERS AND EQUIPMENT" of the Specifications.

The City reserves the right to negotiate with the successful bidder(s) additional projects or services of an expanded scope on a lump sum basis with successful negotiations being executed in the form of Task Orders and/or Purchase Orders issued by the City's Purchasing Department. The City also reserves the right to negotiate with the successful bidder's additional unit costs that may encompass an expanded scope of these services with successful negotiations being subject to contract amendments.

### **Tab 4 - Disposal Location**

It is the Contractor's responsibility to understand and adhere to what is outlined and mandated in Chapter 62-640 F.A.C. This includes providing composting disposal site(s) throughout the length of this contract that are permitted by the Florida Department of Environmental Protection (FDEP) and (if applicable) by the Florida County where the disposal site(s) is located. At no time will City of Naples Wastewater sludge be hauled and disposed out of the State of Florida.

The Contractor shall provide the disposal site(s) intended to be used through the duration of this contract.

These composting site(s) shall be properly permitted and specific in location, address, and/or description for tracking and reporting purposes. The City is required to perform specific reporting information to the regulatory agencies. Therefore, the Contractor shall provide the following information for each disposal site:

**Exhibit B - Revised pages 30 - 36**

- Disposal Site Name & Permit Number
- Owner of Disposal Site
- Applier (if applicable)
- Latitude and Longitude Coordinates
- County
- Section/Tract
- Copy of agreement or arrangement with site(s) to accept our biosolids

**Tab 5 - Value Added Information**

Provide any additional information that may assist in the evaluation of the firm and/or the proposal. Optional information may include location of offices, other available business resources, and any other information that would be beneficial to the City in obtaining services to transport and dispose of the City's biosolids.

**P. INCURRING COSTS**

The City of Naples is not liable for any costs incurred by the offeror submitting a proposal in response to this solicitation. The cost to prepare the proposal and travel to project interviews shall be the full responsibility of the proposer.

**Q. FIRM RANKING AND SELECTION**

Based on the results of the evaluation process and selection criteria, the Evaluation Committee will prepare a prioritized ranking of firms. City staff will present an agreement to the top ranked firm for Wastewater Treatment Plant - Hauling and Disposal of Biosolids Services. Should contract negotiations fail with the top ranked firm, the City will enter into discussions with the second ranked firm, and so on, until an acceptable agreement has been reached between the City and the selected firm. The final contract will then be forwarded to the City Council for approval.

**Exhibit C - City's Current Biosolids Analysis Report**

*Ft. Myers Lab02  
10090 Bavaria Rd.  
Fort Myers, FL 33913  
TEL: (239) 590-0337 FAX: (239) 590-0536  
Website: www.sanderslabs.net*

February 10, 2020

Janelle McClure  
City of Naples  
1400 3rd Ave. North  
Naples, FL 34102  
TEL:  
FAX:

RE: City of Naples Sludge

Order No.: 2001606

Dear Janelle McClure:

Sanders Laboratories, Inc received 1 sample(s) on 1/15/2020 for the analyses presented in the following report.

These results only pertain to the samples as received. These pages may include, but are not limited to: Analytical Data, Chains of Custodies, Subcontracted Data and Case Narratives for samples. Results relate only to the samples in the report.

Reports are archived for a minimum of 5 years. Copies of reports are available for a fee of \$50.00. Copies will be provided within 2 weeks of the time of the request. Laboratory PQL's are available upon request.

Test results meet all the requirements of the NELAP standards, unless otherwise noted.  
Nokomis Certificate # E84380 Fort Myers Certificate # E85457

A statement of estimated uncertainty of results is available upon request.  
Laboratory report shall not be reproduced except in full, without the written approval of Sanders Laboratories.  
Sanders Laboratories follows DEP standard operating procedures for field sampling, unless otherwise noted.

A handwritten signature in blue ink, appearing to read 'Katie'.

Katie Strothman  
Laboratory Director

**Exhibit C - City's Current Biosolids Analysis Report**

*Ft. Myers Lab02  
10090 Bavaria Rd.  
Fort Myers, FL 33913  
TEL: (239) 590-0337 FAX: (239) 590-0536  
Website: www.sanderslabs.net*

**Definition Only**

WO#: 2001606  
Date: 2/10/2020

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**Definitions:**

B: Results based upon colony counts outside the acceptable range.

G: Sample value indicates that the analyte was detected at or above the method detection limit in both the sample and the associated field blank, equipment blank, or trip blank, and the blank value was greater than 10% of the associated sample value. The value in the blank shall not be subtracted from associated samples.

I: The reported value is greater than or equal to the laboratory MDL but less than the laboratory PQL.

J: Estimated Value.

J7: Excessive amounts of Sodium Sulfite used to dechlorinate the sample due to high levels of chlorine present.

K: Off scale low, actual value is known to be less than the value given.

L: Off scale high, actual value is known to be greater than the value given.

NC: Not Certified. Parameter was ran but is not covered under laboratory accredited scopes.

Q: Sample held beyond acceptable holding time.

U: The compound was analyzed for, but not detected.

V: Indicates that the analyte was detected at or above the MDL in both the sample and the associated method blank and the value of 10 times the blank value was equal to or greater than the associated sample value.

Y: The laboratory analysis was from an improperly preserved sample.

Z: Too many colonies were present for accurate counting.



**Exhibit C - City's Current Biosolids Analysis Report**

*Ft. Myers Lab02*  
 10090 Bavaria Rd.  
 Fort Myers, FL 33913  
 TEL: (239) 590-0337 FAX: (239) 590-0536  
 Website: www.sanderslabs.net

**Analytical Report**

(continuous)

WO#: **2001606**Date Reported: **2/10/2020****CLIENT:** City of Naples **Lab Order:** 2001606**Project:** City of Naples Sludge**Lab ID:** 2001606-001 **Collection Date:** 1/15/2020 11:11:00 AM**Client Sample ID:** SLUDGE END PRODUCT **Matrix:** SOLID

Analyses	Result	MDL	Qual	Units	DF	Date Analyzed
<b>FECAL COLIFORM</b>				<b>A9221E</b>		Analyst: <b>TM</b>
Coliform, Fecal	94,000	1,340		MPN/gram-dry wt	1	1/16/2020 9:10:00 AM
<b>NITROGEN, NITRATE</b>				<b>E353.2</b>		Analyst: <b>GC</b>
Nitrogen, Nitrate	196,000	0.0100		mg/Kg-dry	1	2/3/2020 12:54:00 PM
Nitrogen, Nitrate-Nitrite	201,000	0.0100		mg/Kg-dry	1	2/3/2020 12:54:00 PM
Nitrogen, Nitrite	5,990	0.0100		mg/Kg-dry	1	2/3/2020 12:54:00 PM
<b>TOTAL KJELDAHL NITROGEN</b>				<b>E351.2</b>		Analyst: <b>GC</b>
Nitrogen, Kjeldahl, Total	6,780,000	0.400		mg/Kg-dry	1	2/5/2020 12:25:00 PM
<b>TOTAL NITROGEN</b>				<b>E351.2</b>		Analyst: <b>GC</b>
Nitrogen, Total	6.46	0.0100		%	1	2/5/2020 12:25:00 PM
<b>TOTAL PHOSPHOROUS</b>				<b>E365.4</b>		Analyst: <b>GC</b>
Phosphorus, Total (As P)	3.31	0.0700		%	1	2/5/2020 12:25:00 PM
<b>PH</b>				<b>E9040C</b>		Analyst: <b>EH</b>
pH	7.14	0.0100	H	S.U	1	1/16/2020 4:26:00 PM
<b>NOTES:</b> Temperature: 23.0 C						
<b>% TOTAL SOLIDS</b>				<b>A2540G</b>		Analyst: <b>EH</b>
Total Solids	14.9	0.0100		%	1	1/16/2020 4:31:00 PM

**Qualifiers:** H Holding times for preparation or analysis exceeded  
 PL Permit Limit  
 U Samples with CalcVal < MDL

ND Not Detected at the Reporting Limit  
 RL Reporting Detection Limit  
 W Sample container temperature is out of limit as specified at testcode

Exhibit C - City of Naples Current Biosolids Analysis Report



CHAIN OF CUSTODY RECORD

Project # (Lab Use Only) 2001 606

Client: City of Naples Central Lab  
 Address: 1400 3rd Ave. N.  
Naples, FL 34102  
 Phone: 239.213.4729  
 E-mail: jmccclure@naplesgov.com

Report To: Janelle McClure  
 Bill to: \_\_\_\_\_  
 P.O. # 2000073  
 Preservative: HCL = H, HNO<sub>3</sub> = N, Na<sub>2</sub>S<sub>2</sub>O<sub>3</sub> = ST  
 H<sub>2</sub>SO<sub>4</sub> = S, NaOH = SH, NH<sub>4</sub>Cl = NH

Project Name: Bi-Monthly Sludge Composite  
 Project Location: WRF  
 Customer Type: \_\_\_\_\_  
 Kit #: \_\_\_\_\_  
 Requested Due Date: \_\_\_\_\_

Sampled By (PRINT)		Sample					Preservatives					Analysis Requested										Sample ID # (Lab Use Only)		
Sampler Signature	Matrix	Date	Time	Type	H <sub>2</sub> O	Ice	N	SH	ST	NO <sub>2</sub> , NO <sub>3</sub> , TP, TKN, TN, %TS, %k	As, Cd, Cr, Cu, Hg, Mo, Ni, Pb, Se, Zn	FC MPN												
<i>Laura Koval</i>	SL	1/15/20	11:11	C	2	X				X														1A
<i>[Signature]</i>						X					X													1B
						X						X												1C

Bottle Lot #	Comments	Relinquished By/Affiliation	Date	Time	Accepted By/Affiliation	Date	Time
	85	<i>[Signature]</i>	1/15/20	12:48	<i>[Signature]</i>	1/15/20	12:48
	Client Initial:						
	Samples On Ice						
	Yes No						

January 22, 2020

Tami Bright  
Sanders Laboratories, Inc.  
1050 Endeavor Court  
Nokomis, FL 34275

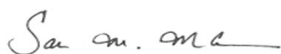
RE: Project: 2001606  
Pace Project No.: 35524600

Dear Tami Bright:

Enclosed are the analytical results for sample(s) received by the laboratory on January 16, 2020. The results relate only to the samples included in this report. Results reported herein conform to the most current, applicable TNI/NELAC standards and the laboratory's Quality Assurance Manual, where applicable, unless otherwise noted in the body of the report.

If you have any questions concerning this report, please feel free to contact me.

Sincerely,



Sakina Mckenzie  
sakina.mckenzie@pacelabs.com  
(386)672-5668  
Project Manager

Enclosures

cc: Katie Strothman, Sanders  
Katie Strothman, Sanders Laboratories, Inc.



## REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,  
without the written consent of Pace Analytical Services, LLC.



# Exhibit C - City's Current Biosolids Analysis Report

Pace Analytical Services, LLC

8 East Tower Circle

Ormond Beach, FL 32174

(386)672-5668

## CERTIFICATIONS

Project: 2001606

Pace Project No.: 35524600

### Pace Analytical Services Ormond Beach

8 East Tower Circle, Ormond Beach, FL 32174

Alaska DEC- CS/UST/LUST

Alabama Certification #: 41320

Arizona Certification# AZ0819

Colorado Certification: FL NELAC Reciprocity

Connecticut Certification #: PH-0216

Delaware Certification: FL NELAC Reciprocity

Florida Certification #: E83079

Georgia Certification #: 955

Guam Certification: FL NELAC Reciprocity

Hawaii Certification: FL NELAC Reciprocity

Illinois Certification #: 200068

Indiana Certification: FL NELAC Reciprocity

Kansas Certification #: E-10383

Kentucky Certification #: 90050

Louisiana Certification #: FL NELAC Reciprocity

Louisiana Environmental Certificate #: 05007

Maryland Certification: #346

Michigan Certification #: 9911

Mississippi Certification: FL NELAC Reciprocity

Missouri Certification #: 236

Montana Certification #: Cert 0074

Nebraska Certification: NE-OS-28-14

New Hampshire Certification #: 2958

New Jersey Certification #: FL022

New York Certification #: 11608

North Carolina Environmental Certificate #: 667

North Carolina Certification #: 12710

North Dakota Certification #: R-216

Oklahoma Certification #: D9947

Pennsylvania Certification #: 68-00547

Puerto Rico Certification #: FL01264

South Carolina Certification: #96042001

Tennessee Certification #: TN02974

Texas Certification: FL NELAC Reciprocity

US Virgin Islands Certification: FL NELAC Reciprocity

Virginia Environmental Certification #: 460165

West Virginia Certification #: 9962C

Wisconsin Certification #: 399079670

Wyoming (EPA Region 8): FL NELAC Reciprocity

## REPORT OF LABORATORY ANALYSIS

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without the written consent of Pace Analytical Services, LLC.



## Exhibit C - City's Current Biosolids Analysis Report

### SAMPLE SUMMARY

Project: 2001606  
Pace Project No.: 35524600

Lab ID	Sample ID	Matrix	Date Collected	Date Received
35524600001	2001606-001	Solid	01/15/20 11:11	01/16/20 12:00

### REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,  
without the written consent of Pace Analytical Services, LLC.

**SAMPLE ANALYTE COUNT**

Project: 2001606

Pace Project No.: 35524600

Lab ID	Sample ID	Method	Analysts	Analytes Reported	Laboratory
35524600001	2001606-001	EPA 6010	CS2	14	PASI-O
		EPA 7471	JNK	1	PASI-O
		ASTM D2974-87	JM2	1	PASI-O
		SM 2540G	MRS	1	PASI-O

**REPORT OF LABORATORY ANALYSIS**

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# Exhibit C - City's Current Biosolids Analysis Report

Pace Analytical Services, LLC

8 East Tower Circle

Ormond Beach, FL 32174

(386)672-5668

## ANALYTICAL RESULTS

Project: 2001606

Pace Project No.: 35524600

**Sample: 2001606-001**      **Lab ID: 35524600001**      Collected: 01/15/20 11:11      Received: 01/16/20 12:00      Matrix: Solid

*Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.*

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
<b>6010 MET ICP</b>		Analytical Method: EPA 6010 Preparation Method: EPA 3050							
Arsenic	<b>8.9</b>	mg/kg	3.2	1.6	1	01/21/20 06:11	01/21/20 18:48	7440-38-2	
Barium	<b>200</b>	mg/kg	3.2	1.6	1	01/21/20 06:11	01/21/20 18:48	7440-39-3	
Cadmium	<b>0.92</b>	mg/kg	0.32	0.16	1	01/21/20 06:11	01/21/20 18:48	7440-43-9	
Calcium	<b>25800</b>	mg/kg	162	80.9	1	01/21/20 06:11	01/21/20 18:48	7440-70-2	
Chromium	<b>20.6</b>	mg/kg	1.6	0.81	1	01/21/20 06:11	01/21/20 18:48	7440-47-3	
Copper	<b>313</b>	mg/kg	1.6	0.81	1	01/21/20 06:11	01/21/20 18:48	7440-50-8	
Lead	<b>28.0</b>	mg/kg	3.2	1.6	1	01/21/20 06:11	01/21/20 18:48	7439-92-1	
Magnesium	<b>4910</b>	mg/kg	162	80.9	1	01/21/20 06:11	01/21/20 18:48	7439-95-4	
Molybdenum	<b>13.2</b>	mg/kg	3.2	1.6	1	01/21/20 06:11	01/21/20 18:48	7439-98-7	
Nickel	<b>14.9</b>	mg/kg	1.6	0.81	1	01/21/20 06:11	01/21/20 18:48	7440-02-0	
Potassium	<b>0.85</b>	% (w/w)	0.065	0.032	1	01/21/20 06:11	01/21/20 18:48	7440-09-7	
Selenium	<b>5.1</b>	mg/kg	4.9	2.4	1	01/21/20 06:11	01/21/20 18:48	7782-49-2	
Silver	<b>3.3</b>	mg/kg	1.6	0.81	1	01/21/20 06:11	01/21/20 18:48	7440-22-4	
Zinc	<b>684</b>	mg/kg	6.5	3.2	1	01/21/20 06:11	01/21/20 18:48	7440-66-6	
<b>7471 Mercury</b>		Analytical Method: EPA 7471 Preparation Method: EPA 7471							
Mercury	<b>0.87</b>	mg/kg	0.094	0.047	1	01/20/20 17:03	01/22/20 09:36	7439-97-6	
<b>Percent Moisture</b>		Analytical Method: ASTM D2974-87							
Percent Moisture	<b>85.0</b>	%	0.10	0.10	1		01/22/20 09:22		
<b>2540G Total Solids</b>		Analytical Method: SM 2540G							
Total Solids	<b>147000</b>	mg/kg	10.0	10.0	1		01/18/20 16:16		

## REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,  
without the written consent of Pace Analytical Services, LLC.

## QUALIFIERS

Project: 2001606

Pace Project No.: 35524600

---

### DEFINITIONS

DF - Dilution Factor, if reported, represents the factor applied to the reported data due to dilution of the sample aliquot.

ND - Not Detected at or above adjusted reporting limit.

TNTC - Too Numerous To Count

MDL - Adjusted Method Detection Limit.

PQL - Practical Quantitation Limit.

RL - Reporting Limit - The lowest concentration value that meets project requirements for quantitative data with known precision and bias for a specific analyte in a specific matrix.

S - Surrogate

1,2-Diphenylhydrazine decomposes to and cannot be separated from Azobenzene using Method 8270. The result for each analyte is a combined concentration.

Consistent with EPA guidelines, unrounded data are displayed and have been used to calculate % recovery and RPD values.

LCS(D) - Laboratory Control Sample (Duplicate)

MS(D) - Matrix Spike (Duplicate)

DUP - Sample Duplicate

RPD - Relative Percent Difference

NC - Not Calculable.

SG - Silica Gel - Clean-Up

U - Indicates the compound was analyzed for, but not detected.

N-Nitrosodiphenylamine decomposes and cannot be separated from Diphenylamine using Method 8270. The result reported for each analyte is a combined concentration.

Pace Analytical is TNI accredited. Contact your Pace PM for the current list of accredited analytes.

TNI - The NELAC Institute.

### LABORATORIES

PASI-O Pace Analytical Services - Ormond Beach

### ANALYTE QUALIFIERS

U Compound was analyzed for but not detected.

## REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,  
without the written consent of Pace Analytical Services, LLC.



### QUALITY CONTROL DATA CROSS REFERENCE TABLE

Project: 2001606

Pace Project No.: 35524600

Lab ID	Sample ID	QC Batch Method	QC Batch	Analytical Method	Analytical Batch
35524600001	2001606-001	EPA 3050	603402	EPA 6010	603491
35524600001	2001606-001	EPA 7471	603287	EPA 7471	603343
35524600001	2001606-001	ASTM D2974-87	603850		
35524600001	2001606-001	SM 2540G	602923		

### REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,  
without the written consent of Pace Analytical Services, LLC.

# Exhibit C - City's Current Biosolids Analysis Report

**ADDRESS**  
 Ft. Myers Lab02  
 10090 Bavaria Rd.  
 Fort Myers, FL 33913  
 TEL: (239) 590-0337  
 FAX: (239) 590-0336  
 Website: www.sanderslabs.net

Page: 1 of 1

CHAIN OF CUSTODY

W0#: 35524600



35524600



SUB CONTRACTOR: <b>Pace</b>		COMPANY: <b>Pace Analytical</b>		SPECIAL INSTRUCTIONS / COMMENTS:			
ADDRESS: <b>8 East Tower Circle</b>							
CITY, STATE, ZIP: <b>Ormond Beach, FL 32174</b>							
PHONE: <b>(386) 676-4837</b>		FAX: <b>(386) 673-4001</b>		EMAIL:			
ACCOUNT #:							
ITEM #	SAMPLE ID	CLIENT SAMPLE ID	BOTTLE TYPE	MATRIX	DATE COLLECTED	NUMBER OF CONTAINERS	COMMENTS: Methanol Preserved Weights HOT Sample Notation, Additional Sample Description.
1	2001606-001B	SLUDGE END PRO		Solid	1/15/2020 11:11:00 AM	1	EPA 503 Metals mg/Kg
See Attached							

Relinquished By: <i>JMA</i>	Date: 1/15/20	Time: 1700	Received By: <i>FE</i>	Date: 1/16/20	Time: 1200	REPORT TRANSMITTAL DESIRED: <input type="checkbox"/> HARDCOPY (extra cost) <input type="checkbox"/> FAX <input type="checkbox"/> EMAIL <input type="checkbox"/> ONLINE
Relinquished By:	Date:	Time:	Received By: <i>AS/pace</i>	Date: 1/16/20	Time: 1200	
Relinquished By:	Date:	Time:	Received By:	Date: 0.3.2020	Time: 1230	
TAT: Standard <input type="checkbox"/>			RUSH <input type="checkbox"/>	Next BD <input type="checkbox"/>	2nd BD <input type="checkbox"/>	3rd BD <input type="checkbox"/>
Temp of samples _____ °C    Attempt to Cool? _____ Comments: _____						
FOR LAB USE ONLY						
Note: RUSH requests will incur surcharge!						

Exhibit C - City's Current Biosolids Analysis Report

	Document Name: Non-Hazardous Receipt Form Document No.: F-FL-C-007 rev. 13	Document Revised: May 30, 2018 Issuing Authority: Pace Florida Quality Office
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WO#: 35524600

(SCUR)

Project # **PM: SMM** Due Date: **01/23/20**  
 Project Manager: **CLIENT: SANLAB**  
 Client:

Date and Initials of person:  
 Examining contents: \_\_\_\_\_  
 Label: \_\_\_\_\_  
 Deliver: \_\_\_\_\_  
 pH: \_\_\_\_\_

Thermometer Used: 7349 Date: 1/16/20 Time: 12/0 Initials: 1/16/20

State of Origin: \_\_\_\_\_  For WW projects, all containers verified to  $\leq 6^{\circ}\text{C}$

Cooler #1 Temp. °C 3.4 (Visual) -0.1 (Correction Factor) 0.3 (Actual)  Samples on ice, cooling process has begun  
 Cooler #2 Temp. °C \_\_\_\_\_ (Visual) \_\_\_\_\_ (Correction Factor) \_\_\_\_\_ (Actual)  Samples on ice, cooling process has begun  
 Cooler #3 Temp. °C \_\_\_\_\_ (Visual) \_\_\_\_\_ (Correction Factor) \_\_\_\_\_ (Actual)  Samples on ice, cooling process has begun  
 Cooler #4 Temp. °C \_\_\_\_\_ (Visual) \_\_\_\_\_ (Correction Factor) \_\_\_\_\_ (Actual)  Samples on ice, cooling process has begun  
 Cooler #5 Temp. °C \_\_\_\_\_ (Visual) \_\_\_\_\_ (Correction Factor) \_\_\_\_\_ (Actual)  Samples on ice, cooling process has begun  
 Cooler #6 Temp. °C \_\_\_\_\_ (Visual) \_\_\_\_\_ (Correction Factor) \_\_\_\_\_ (Actual)  Samples on ice, cooling process has begun

Courier:  Fed Ex  UPS  USPS  Client  Commercial  Pace  Other \_\_\_\_\_  
 Shipping Method:  First Overnight  Priority Overnight  Standard Overnight  Ground  International Priority  
 Billing:  Recipient  Sender  Third Party  Credit Card  Unknown

Tracking # \_\_\_\_\_  
 Custody Seal on Cooler/Box Present:  Yes  No Seals intact:  Yes  No Ice: Wet Blue Dry None

Packing Material:  Bubble Wrap  Bubble Bags  None  Other \_\_\_\_\_  
 Samples shorted to lab (If Yes, complete) Shorted Date: \_\_\_\_\_ Shorted Time: \_\_\_\_\_ Qty: \_\_\_\_\_

	Yes	No	N/A	Comments:
Chain of Custody Present	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Chain of Custody Filled Out	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Relinquished Signature & Sampler Name COC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Samples Arrived within Hold Time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Rush TAT requested on COC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sufficient Volume	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Correct Containers Used	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Containers Intact	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sample Labels match COC (sample IDs & date/time of collection)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
All containers needing acid/base preservation have been checked.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Preservation Information: Preservative: _____ Lot #/Trace #: _____ Date: _____ Time: _____ Initials: _____
All Containers needing preservation are found to be in compliance with EPA recommendation: <small>Exceptions: VOA, Coliform, TOC, O&amp;G, Carbamates</small>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Headspace in VOA Vials? (>6mm):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Trip Blank Present:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Client Notification/ Resolution:  
 Person Contacted: \_\_\_\_\_ Date/Time: \_\_\_\_\_

Comments/ Resolution (use back for additional comments):  
 \_\_\_\_\_  
 \_\_\_\_\_

Project Manager Review: \_\_\_\_\_ Date: \_\_\_\_\_

**CITY OF NAPLES  
PURCHASING DIVISION  
CITY HALL, 735 8<sup>TH</sup> STREET SOUTH  
NAPLES, FLORIDA 34102  
PH: 239-213-7100 FX: 239-213-7105**

**ADDENDUM NUMBER 2**

NOTIFICATION DATE:	SOLICITATION TITLE:	SOLICITATION NUMBER:	BID OPENING DATE & TIME:
<b>4/13/2020</b>	<b>Wastewater Treatment Plant - Hauling and Disposal of Biosolids - RFP</b>	<b>20-018</b>	<b>4/21/2020 2:00PM</b>

**THE FOLLOWING INFORMATION IS HEREBY INCORPORATED INTO,  
AND MADE AN OFFICIAL PART OF THE ABOVE REFERENCED BID.**

The following clarifications are issued as an addendum identifying the following changes for the referenced solicitation.

**REVISED BID TABULATION FORM:**

Attached Exhibit A is a REVISED Bid Tabulation Form. The Form replaced in its entirety the originally publish Bid Tabulation Form.

**THE REVISED BID TABULATION (EXHIBIT A) MUST BE USED BY BIDDERS OR THE BID WILL BE REJECTED.**

**The following answers to written submitted questions:**

1. The number of copies requested on the checklist, vs. the number stated in addendum 1 contradicted each other:

From addendum 1:

Proposers shall submit one (1) original hard copy (clearly marked as such) and an electronic version on a USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The City may request specific files be submitted in specialty format (i.e., provide Price Forms or Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements described herein. Should files not be provided in the format or quantity as requested, Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the City in evaluating the Proposal, and the electronic version is provided for the City's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.

**IMPORTANT MESSAGE**

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET.**

From Checklist Elements:

Bidder must submit one (1) original hard copy signature (clearly marked as such) of the response and five (5) copies of the response and one (1) properly indexed Windows© compatible PDF of the original document on a CD or USB Flash Drive containing one PDF file of the full response that is clearly labeled with your company's name, Solicitation number and title.

Would you clarify if you want additional copies or only 1 original and then a digital version for distribution to the evaluation committee?

**ANSWER: Please reference Submission Checklist, page 16 of the bid document.**

2. We do not currently have a City License occupational number. We have not worked for the City of Naples previously. Is it satisfactory that we apply for such in the event we are selected to perform these services?

We do not currently have a County License occupational number. We have worked in Collier County previously, but we did not have a occupational license number need at that time. Is it satisfactory that we apply for such in the event we are selected to perform these services?

**ANSWER: Please reference General Conditions, section 41, page 7 of the bid document.**

**CERTIFICATES AND LICENSES: "The Contractor, at time of proposal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the City of Naples and Collier County for this project pursuant to all applicable Federal, State and Local Laws, Statues, Ordinances, and rules and regulations of any kind."**

3. Could you further clarify bid item 2 on both the primary line items and the alternate bid line items: "Provide all labor, equipment, permits, tipping fees and all other associated hauling costs to properly dewater using a mobile mounted centrifuge and haul or a per ton cost to haul, process and dispose of Undigested Wastewater Thickened 1%-1.5% Bio- solids Sludge, as specified, quantity based on level of emergency."

Would there be a guaranteed minimum number of tons in the event of an emergency scenario, for example if a mobile centrifuge was mobilized and only a single trailer load of material was produced, the cost of the mobilization and setup would not be covered in the event of this emergency?

**ANSWER: NO.**

4. Would the City consider a mobilization-setup-demobilization line item, so that the costs of this portion would not have to be assumed into the rate per ton? If the emergency project was for 300 tons vs. 3,000 tons, the cost would vary a great deal and the mobilization-setup-demobilization line item would be divided into either very few or very many tons?

**ANSWER: Yes, please reference attached Exhibit A.**

5. In the event of emergency liquid centrifuge dewatering being necessary, would the City provide power, water, centrate disposal, and polymer to the Contractor's equipment free of charge?

**ANSWER: Yes.**

**IMPORTANT MESSAGE**

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET .**

6. Does the City of Naples have a known and recommended outlet to deliver liquid 1-1.5% undigested wastewater to? If so at what price is this outlet utilized?

**ANSWER: No.**

7. Is there a public or private entity in the area that legally accepts a large quantity of liquid biosolids?

**ANSWER: Unknown at this time.**

8. Has the City ever hauled or had hauled by a contractor, liquid biosolids to another location for treatment and disposal? If so where was this material hauled and when was it hauled?

**ANSWER: No.**

9. Has the City ever needed a third-party centrifuge in the event of a dewatering breakdown emergency of their own equipment? If so when?

**ANSWER: No.**

### **Exhibit A - Revised Bid Tabulation**

**###**

**IMPORTANT MESSAGE**

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET.**

**BID TABULATION**

**RFP 20-018**

**Wastewater Treatment Plant - Hauling and Disposal of Biosolids**

Contractor shall remove, haul/transport, and dispose wastewater bio-solids (sludge) from the City of Naples Wastewater Treatment Plant located at 1400 3rd Avenue North, Naples, Florida 34102 to a location provided by the contractor.

Task	DESCRIPTION	COST	UNIT
1	Provide all labor, equipment, permits, tipping fees and all other associated hauling costs to properly haul, process and dispose of <u>Undigested Wastewater Cake 12%-18% Bio-solids Sludge</u> , as specified, approximately 6,000 tons (10,000 cubic yards.)	\$ _____	/Ton
2 - A	Provide all labor, equipment, permits, tipping fees and all other associated hauling costs to properly dewater using a mobile mounted centrifuge and haul or a per ton cost to haul, process and dispose of <u>Undigested Wastewater Thickened 1%-1.5% Bio-solids Sludge</u> , as specified, quantity based on level of emergency.	\$ _____	/Ton
2 - B	MOBILIZATION/DEMOBILIZATION COST - Referecning Task 2 - A above, in the event the City requires the hauler to provide a mobile mounted centrifuge in which there is no minimum or maximum quantities guaranteed, this line item will account for the mobilization and demobilization cost for the necessary equipment required for dewatering activities. Pricing is requested per	\$ _____	/Each

**ALTERNATE BID (HAULING ONLY - NO DISPOSAL)**

Contractor shall remove and haul/transport wastewater bio-solids (sludge) from the City of Naples Wastewater Treatment Plant located at 1400 3rd Avenue North, Naples, Florida 34102 to the Lee County Solid Waste Landfill facility located at 5500 Church Road, Felda, FL 33930 (phone: 239-533-8000).

Task	DESCRIPTION	COST	UNIT
1	Provide all labor, equipment, permits, tipping fees and all other associated hauling costs to properly haul <u>Undigested Wastewater Cake 12%-18% Bio-solids Sludge</u> , as specified, approximately 6,000 tons (10,000 cubic yards.)	\$ _____	/Ton
2 - A	Provide all labor, equipment, permits, tipping fees and all other associated hauling costs to properly dewater using a mobile mounted centrifuge and haul or a per ton cost to haul <u>Undigested Wastewater Thickened 1%-1.5% Bio-solids Sludge</u> , as specified, quantity based on level of emergency.	\$ _____	/Ton
2 - B	MOBILIZATION/DEMOBILIZATION COST - Referecning Task 2 - A above, in the event the City requires the hauler to provide a mobile mounted centrifuge in which there is no minimum or maximum quantities guaranteed, this line item will account for the mobilization and demobilization cost for the necessary equipment required for dewatering activities. Pricing is requested per	\$ _____	/Each

**This solicitation has potential for P-Card Payment. Does your company accept credit card payment? YES \_\_\_\_\_ NO \_\_\_\_\_**

If "yes" please indicate payment options on the below chart.

Payment Options	YES	NO	PERCENT AND/OR TERMS FOR EARLY PAYMENT
Is there a discount for a credit card payment?			
Is there an additional charge for credit card payment?			
Discount for early payment?			
Prompt payment terms: _____ % _____ Days; Net 30 Days			

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

EIN: \_\_\_\_\_

Email: \_\_\_\_\_

Name and Title of individual completing this schedule:

\_\_\_\_\_  
(Printed Name) (Title)

X \_\_\_\_\_  
(Signature) (Date)

**CITY OF NAPLES  
PURCHASING DIVISION  
CITY HALL, 735 8<sup>TH</sup> STREET SOUTH  
NAPLES, FLORIDA 34102  
PH: 239-213-7100 FX: 239-213-7105**

**ADDENDUM NUMBER 3**

NOTIFICATION DATE:	SOLICITATION TITLE:	SOLICITATION NUMBER:	BID OPENING DATE & TIME:
<b>4/17/2020</b>	<b>Wastewater Treatment Plant - Hauling and Disposal of Biosolids - RFP</b>	<b>20-018</b>	<b>5/4/2020 2:00PM</b>

**THE FOLLOWING INFORMATION IS HEREBY INCORPORATED INTO,  
AND MADE AN OFFICIAL PART OF THE ABOVE REFERENCED BID.**

The following clarifications are issued as an addendum identifying the following changes for the referenced solicitation.

Bid opening date and time has been changed to the following:

FROM: Tuesday, April 21, 2020 @ 2:00pm

TO: Monday, May 4, 2020 @ 2:00pm

**Please find attached Exhibit A Revised Cover Sheet that replaces the original cover sheet.**

**Exhibit A - Revised Cover Sheet**

###

**IMPORTANT MESSAGE**

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET.**





# REQUEST FOR PROPOSAL

**CITY OF NAPLES  
PURCHASING DIVISION  
CITY HALL, 735 8<sup>TH</sup> STREET SOUTH  
NAPLES, FL 34102  
PH: 239-213-7100    FX: 239-213-7105**

## COVER SHEET

NOTIFICATION DATE:  <b>3/17/2020</b>	TITLE  <b>Wastewater Treatment Plant - Hauling and Disposal of Biosolids - RFP</b>	SOLICITATION NUMBER:  <b>20-018</b>	OPENING DATE & TIME:  <b>5/4/2020 2:00 PM</b>
PRE-PROPOSAL CONFERENCE DATE, TIME AND LOCATION: A non-mandatory Pre-Proposal conference will be held Tuesday, March 31, 2020 at 10:00 A.M. local time in the Utilities Department located at 380 Riverside Circle - Naples FL 34102			
LEGAL NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:			
MAILING ADDRESS:			
CITY-STATE-ZIP:			
PH:		EMAIL:	
FX:		WEB ADDRESS:	
AUTHORIZED SIGNATURE		DATE	
		PRINTED NAME/TITLE	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Naples the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.			
FEI/EIN Number _____ DUNS Number _____			
Please initial by all that apply I acknowledge receipt/ review of the following addendum			
_____ Addendum #1      _____ Addendum #2      _____ Addendum #3      _____ Addendum #4 _____ Addendum #5      _____ Addendum #6      _____ Addendum #7      _____ Addendum #8			

### PLEASE NOTE THE FOLLOWING

- > This page must be completed and returned with your bid.
- > Bids must be submitted in a sealed envelope, marked with solicitation number & opening date.
- > All submissions must be received, and date stamped by Purchasing staff prior to the above "OPENING DATE & TIME".
- > Submission received after the above opening date and time will not be accepted.
- > Bid tabulations will be available on the City of Naples web site <https://www.naplesgov.com/rfps>

**CITY OF NAPLES  
PURCHASING DIVISION  
CITY HALL, 735 8<sup>TH</sup> STREET SOUTH  
NAPLES, FLORIDA 34102  
PH: 239-213-7100 FX: 239-213-7105**

**ADDENDUM NUMBER 4**

NOTIFICATION DATE:	SOLICITATION TITLE:	SOLICITATION NUMBER:	BID OPENING DATE & TIME:
<b>4/23/2020</b>	<b>Wastewater Treatment Plant - Hauling and Disposal of Biosolids - RFP</b>	<b>20-018</b>	<b>5/4/2020 2:00PM</b>

**THE FOLLOWING INFORMATION IS HEREBY INCORPORATED INTO,  
AND MADE AN OFFICIAL PART OF THE ABOVE REFERENCED BID.**

The following clarifications are issued as an addendum identifying the following changes for the referenced solicitation.

1. Attached "Exhibit A" is revised page 15, this page replaces in its entirety the original published page in Addendum 1.
2. General Conditions Clarification; revised language for section 55. TERMINATION FOR CONVENIENCE:

*The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be affected by the delivery to the contractor of a written notice of termination of at least ninety (90) days before the date of termination within the first year of the Contract's Award. Such notification will specify the extent to which performance of the work under the contract is terminated at the end of its first year of Award, in this case September 30, 2021. The City in the contract periods for years two (2) through five (5) may terminate in the City's best interest with a written notice of termination of at least seven (7) days before the date of termination. After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of the receipt of the notice or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.*

**The following answer to written submitted question:**

1. Would the City consider allowing for the Performance and Payment Bonds to be issued on an annual contract amount that is renewable annually?

**ANSWER: Please reference attached Exhibit A.**

**Exhibit A - Revised page 15**

###

**IMPORTANT MESSAGE**

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET.**

authorized to do business in the State of Florida or otherwise supplied in a form satisfactory to the City. The bid bond must be submitted with the bid. When the bids require a bid bond, noncompliance will result in rejection of the bid. Note that failure or refusal of the awarded bidder to enter into a contract within twenty (20) calendar days after receipt of said contract will result in damages to the City and bid bond will be forfeited to the City as liquidated damages.

**G. PROPOSAL PAYMENT AND PERFORMANCE BONDS**

The Contractor shall furnish to the City a Payment and Performance bond executed by a surety company licensed to do business in the State of Florida and/or irrevocable letter of credit issued by a bank acceptable by the City to ensure the faithful performance of the Agreement and all obligations arising hereunder in the amount of the value of one contractual year of the contract required to complete the annual Scope of Services provided herein. The clean irrevocable letter of credit or bonds provided hereunder may be substituted for each other upon approval from the City of Naples. The form of the bonds, or letter of credit and the Surety Company shall be acceptable to the City, its City Attorney and the Contract Administrator and shall be maintained during the term of this Agreement. The bonds shall be endorsed to show The City of Naples, a political subdivision of the State of Florida, to provide that bonds shall not be canceled, limited, or non-renewable until after thirty (30) days written notice has been given to the City. A current payment and performance bond or its irrevocable equivalent letter of credit must be on file with the City that evidences the required coverage of each contractual year of the Contract.

**H. QUESTIONS**

Questions regarding this proposer packet must be received in writing in the Purchasing Division **NO LATER THAN TEN CALENDAR DAYS PRIOR TO THE BID OPENING DATE TO ENSURE AN ANSWER IS PROVIDED PRIOR TO CLOSING. Last day for questions is 4/27/2020**

**Direct all questions to:**  
**Gerald "Jed" Secory, MBA / CPPO / CPM**  
**Purchasing and Contracts Manager**  
City of Naples, Purchasing Division  
735 8<sup>th</sup> Street South  
Naples, Florida 34102  
**PH: (239) 213-7102 FX: (239) 213-7105**  
[Jsecory@naplesgov.com](mailto:Jsecory@naplesgov.com)

**CITY OF NAPLES  
PURCHASING DIVISION  
CITY HALL, 735 8<sup>TH</sup> STREET SOUTH  
NAPLES, FLORIDA 34102  
PH: 239-213-7100 FX: 239-213-7105**

**ADDENDUM NUMBER 5**

NOTIFICATION DATE:	SOLICITATION TITLE:	SOLICITATION NUMBER:	BID OPENING DATE & TIME:
<b>4/27/2020</b>	<b>Wastewater Treatment Plant - Hauling and Disposal of Biosolids - RFP</b>	<b>20-018</b>	<b>5/4/2020 2:00PM</b>

**THE FOLLOWING INFORMATION IS HEREBY INCORPORATED INTO,  
AND MADE AN OFFICIAL PART OF THE ABOVE REFERENCED BID.**

The following clarifications are issued as an addendum identifying the following changes for the referenced solicitation.

1. Selection Process Clarification; revised language for section O.3. EVALUATION COMMITTEE:

*The City Manager will appoint a selection committee to review and evaluate the proposals using the following criteria. The City, at its sole discretion, may contact the references and/or visit one or more of the projects listed in response to this solicitation as part of the evaluation process. A shortlist of firms MAY be interviewed for final ranking. If an interview is held, it will be no longer than one hour in length and consist of a presentation from the short-listed firms followed by questions and answers. The presentation time and date (if necessary) will be assigned by the City.*

**The following answer to written submitted question:**

1. Would a mobile mounted screw press be an acceptable alternative as both centrifuge and screw press technologies meet required specifications?

**ANSWER: Yes.**

###

**IMPORTANT MESSAGE**

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET.**

Exhibit A - REVISED BID TABULATION

**BID TABULATION REVISED BID TABULATION - Addendum 2**  
**RFP 20-018**

**Wastewater Treatment Plant - Hauling and Disposal of Biosolids**

Contractor shall remove, haul/transport, and dispose wastewater bio-solids (sludge) from the City of Naples Wastewater Treatment Plant located at 1400 3rd Avenue North, Naples, Florida 34102 to a location provided by the contractor.

Task	DESCRIPTION	COST	UNIT
1	Provide all labor, equipment, permits, tipping fees and all other associated hauling costs to properly haul, process and dispose of <u>Undigested Wastewater Cake 12%-18% Bio-solids Sludge</u> , as specified, approximately 6,000 tons (10,000 cubic yards.)	\$ 69.75	/Ton
2 - A	Provide all labor, equipment, permits, tipping fees and all other associated hauling costs to properly dewater using a mobile mounted centrifuge and haul or a per ton cost to haul, process and dispose of <u>Undigested Wastewater Thickened 1%-1.5% Bio-solids Sludge</u> , as specified, quantity based on level of emergencv.	\$ 145.00	/Ton
2 - B	MOBILIZATION/DEMobilIZATION COST - Referecning Task 2 - A above, in the event the City requires the hauler to provide a mobile mounted centrifuge in which there is no minimum or maximum quantities guaranteed, this line item will account for the mobilization and demobilization cost for the necessary equipment required for dewatering activities. Pricing is requested per	\$ 2,400.00	/Each

**ALTERNATE BID (HAULING ONLY - NO DISPOSAL)**

Contractor shall remove and haul/transport wastewater bio-solids (sludge) from the City of Naples Wastewater Treatment Plant located at 1400 3rd Avenue North, Naples, Florida 34102 to the Lee County Solid Waste Landfill facility located at 5500 Church Road, Felda, FL 33930 (phone: 239-533-8000).

Task	DESCRIPTION	COST	UNIT
1	Provide all labor, equipment, permits, tipping fees and all other associated hauling costs to properly haul <u>Undigested Wastewater Cake 12%-18% Bio-solids Sludge</u> , as specified, approximately 6,000 tons (10,000 cubic vards.)	\$ 25.00	/Ton
2 - A	Provide all labor, equipment, permits, tipping fees and all other associated hauling costs to properly dewater using a mobile mounted centrifuge and haul or a per ton cost to haul <u>Undigested Wastewater Thickened 1%-1.5% Bio-solids Sludge</u> , as specified, quantity based on level of emergency.	\$ 115.00	/Ton
2 - B	MOBILIZATION/DEMobilIZATION COST - Referecning Task 2 - A above, in the event the City requires the hauler to provide a mobile mounted centrifuge in which there is no minimum or maximum quantities guaranteed, this line item will account for the mobilization and demobilization cost for the necessary equipment required for dewatering activities. Pricing is requested per	\$ 2,400.00	/Each

**This solicitation has potential for P-Card Payment. Does your company accept credit card payment? YES\_\_\_ NO<sup>X</sup>\_\_\_**

If "yes" please indicate payment options on the below chart.

Payment Options	YES	NO	PERCENT AND/OR TERMS FOR EARLY PAYMENT
Is there a discount for a credit card payment?		X	
Is there an additional charge for credit card payment?		X	
Discount for early payment?		X	
Prompt payment terms: <sup>0</sup> % ___ Days; Net 30 Days		X	

Company Name: Charlotte County Bio-Recycling Center, LLC

EIN: 45-4824277

Email: lrossiter@synagro.com

Name and Title of individual completing this schedule:

Emil Kneis

Sales Support Manager

(Printed Name)

(Title)

X

(Signature)

April 17, 2020

(Date)