



INVITATION TO BID
CITY OF NAPLES
PURCHASING DIVISION
CITY HALL, 735 8TH STREET SOUTH
NAPLES, FL 34102
PH: 239-213-7100 FX: 239-213-7105

NOTIFICATION DATE:	TITLE	NUMBER:	OPENING DATE & TIME:
07/30/12	Disposal of Bio-solids to a Composting Facility	059-12	08/24/12 2:00 PM
PRE-BID DATE, TIME AND LOCATION: August 9, 2012, 10 AM at 380 Riverside Circle, Naples, FL 34102			

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:	
MAILING ADDRESS:	
CITY-STATE-ZIP:	
PH:	EMAIL:
FX:	WEB ADDRESS:

<p>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.</p>		
AUTHORIZED SIGNATURE	DATE	PRINTED NAME/TITLE
<small>Please initial by all that apply I acknowledge receipt of the following addendum</small>		
____Addendum #1	____Addendum #2	____Addendum #3
____Addendum #4		

PLEASE NOTE THE FOLLOWING:

- > **This page must be completed and returned with your bid.**
- > **Bids must be submitted in a sealed envelope, marked with bid number & closing date.**
- > **Bids received after the above closing date and time will not be accepted.**
- > **If you do not have an email address and you want a copy of the Bid Tab, please enclose a stamped, self-addressed envelope with your bid.**

GENERAL CONDITIONS

TO INSURE ACCEPTANCE OF THE BID, PLEASE FOLLOW THESE INSTRUCTIONS. ANY AND ALL SPECIAL CONDITIONS, ATTACHED HERETO, HAVE PRECEDENCE.

- 1. SEALED BID:** All bids must be submitted in a sealed envelope. The face of the envelope shall contain the bid name and bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
- 2. EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the proposal section. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to his bid must be initialed.
- 3. NO BID:** If not submitting a bid, respond by returning the Statement of No Bid and explain the reason in the spaces provided. Failure to respond 3 times in succession without justification shall be cause for removal of the supplier's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID," and it must be received no later than the stated bid opening date and hour.
- 4. BID OPENING:** Shall be public, on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by telegram; telephone; or fax are not acceptable. Bid files may be examined during normal working hours.
- 5. WITHDRAWAL OF BIDS:** Withdrawal of a bid within sixty (60) days after the opening of bids is subject to suspension or debarment in accordance with Section 2-668 of the City Code for up to three years.
- 6. PRICES, TERMS and PAYMENT:** Firm Prices include all packing, handling, shipping charges and delivery to the destination shown herein. Bidder is encouraged to offer cash discount for prompt invoice payment. Terms of less than 20 days will not be considered.

 - A. TAXES:** The City of Naples does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of City-owned real property.
 - B. MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.
 - C. CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be a new, current standard production model available at the time of this bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - D. SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.
 - E. UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry U.L. approval and re-examination listing where such has been established.
 - F. PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the bid. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.
- 7. DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.

8. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS: Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form.

9. INTERPRETATIONS: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. Failure to comply with this condition will result in bidder waiving his right to dispute the bid.

10. CONFLICT OF INTEREST: All bid awards are subject to Section 2-973 Conflict of Interest, City of Naples Code of Ordinances, which states: *"No public officer or employee shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of or is doing business with the city; nor shall an officer or employee have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performance of his public duties or that would impede the full and faithful discharge of his public duties. Any member of the city council or any city officer or employee who willfully violates this section shall be guilty of malfeasance in office or position and shall forfeit his office or position. Violation of this section with the knowledge, express or implied, of the person or corporation contracting with or making a sale to the city shall render the contract or sale voidable by the city manager or the city council."*

11. AWARDS: As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received.

12. ADDITIONAL QUANTITIES: For a period not exceeding ninety (90) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to but not exceeding those shown on bid at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." (THIS PARAGRAPH DOES NOT APPLY FOR A TERM CONTRACT.)

13. SERVICE AND WARRANTY: Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.

14. SAMPLES: Samples of items, when called for, must be furnished free of expense, on or before bid opening time and date, and if not destroyed may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your bid. If instructions are not received within this time, the commodities shall be disposed of by the City of Naples.

15. BID PROTEST: The city has formal bid protest procedures that are available on request.

16. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering

17. DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties.

18. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the buyer at once, indicating in his letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the City.

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

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

21. ADVERTISING: In submitting a bid, bidder agrees not to use the results there from as a part of any commercial advertising.

22. ASSIGNMENT: Any Purchase Order issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the buyer.

23. LIABILITY: The supplier shall hold and save the City of Naples, its officers, agents, and employees harmless from liability of any kind in the performance of this contract.

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

25. DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

26. COUNTY TAXES: No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the government of Collier County, Florida.

27. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES: The City of Naples encourages and agrees to the successful bidder/proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder/proposer.

IF THIS BID IS FOR A TERM CONTRACT, THE FOLLOWING CONDITIONS SHALL ALSO APPLY

28. ELIGIBLE USERS: All departments of the City of Naples are eligible to use this term contract. Such purchases shall be exempt from the competitive bid requirements otherwise applying to their purchases.

29. PRICE ADJUSTMENTS: Any price decrease effectuated during the contract period by reason of market change shall be passed on to City of Naples. Price increases are not acceptable.

30. CANCELLATION: All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of contract. After that period, for the protection of both parties, this contract may be cancelled in whole or in part by either party by giving thirty (30) days prior written notice to the other party.

31. RENEWAL: The City of Naples reserves the option to renew the period of this contract, or any portion thereof for up to two (2) additional periods. Renewal of the contract period shall be by mutual agreement in writing.

32. ABNORMAL QUANTITIES: While it is not anticipated, should any unusual or abnormal requirements arise, the City reserves the right to solicit separate bids thereon.

33. FISCAL NON-FUNDING CLAUSE: In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the contractor of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

IF THIS BID IS FOR PERFORMING A SERVICE, THE FOLLOWING CONDITIONS SHALL ALSO APPLY

34. ALTERNATIVE BIDS: Bidders offering service delivery methods other than those permitted by the scope of work may submit a separate envelope clearly marked "ALTERNATIVE BID". Alternative bids will be deemed non-responsive and will not be considered for award. All such responses will, however, be examined prior to award. Such examination may result in cancellation of all bids received to permit rewriting the scope of work to include the alternative method, or the alternative method may be considered for future requirements of the City of Naples.

35. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns and transfers to the City of Naples all rights, titles and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by the City of Naples under said contract.

36. BIDDER INVESTIGATIONS: Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City of Naples upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

37. 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, Statutes, Ordinances, and rules and regulations of any kind.

38. CHANGE IN SCOPE OF WORK: The City of Naples may order changes in the work consisting of additions, deletions or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract unless such changes or adjustments have been made by written amendment to the contract signed by the City of Naples and the contractor. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

39. CONTRACTOR PERSONNEL: The City of Naples shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the contractor. If the City

reasonably rejects staff or subcontractors, the contractor must provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the contractor's employees and sub-contractors is the responsibility solely of the contractor.

40. COST REIMBURSEMENT: The contractor agrees that all incidental costs, including allowances for profit and tools of the trade, must be included in the bid proposal rates. If an arrangement is made between the contractor and the City to reimburse the contractor for the cost of materials provided in the performance of the work, the contractor shall be reimbursed in the following manner: The City shall reimburse the contractor on completion and acceptance of each assigned job, only for those materials actually used in the performance of the work that is supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharge shall be added to the supplier's invoices or included in the contractor's invoice submitted to the City that would increase the dollar amount indicated on the supplier's invoice for the materials purchased for the assigned job.

41. EXCEPTIONS: Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

42. FAILURE TO DELIVER: In the event of the contractor to fail to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the contractor responsible for any resulting purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

43. FAILURE TO ENFORCE: Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

44. FORCE MAJEURE: The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions and acts of God beyond the control of the contractor, unless otherwise specified in the contract.

45. INDEPENDENT CONTRACTOR: The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of the City of Naples and the City of Naples shall be at no time legally responsible for any negligence or any wrongdoing by the contractor, its servants or agents. The City of Naples shall not withhold from the contract payments to the contractor any federal income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the City shall not provide to the contractor any insurance coverage or other benefits, including Workers' Compensation normally provided by the City for its employees.

46. ORAL STATEMENTS: No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Naples.

47. QUALIFICATIONS OF BIDDERS: The bidder may be required, before the award of any contract, to show to the complete satisfaction of the City of Naples that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the City in regard to the bidder's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

- > The ability, capacity, skill and financial resources to perform the work or service.
- > The ability to perform the work service promptly or within the time specified, without delay.
- > The character, integrity, reputation, judgment, experience, and efficiency of the bidder.

> The quality of performance of previous contracts or services.

48. QUALITY CONTROL: The contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.

49. RECOVERY OF MONEY: Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to the City, the same amount may be deducted from any sum due to the contractor under the contract or under any other contract between the contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the contractor.

50. REQUIREMENTS CONTRACT: During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the City for the period of the contract. The amount is only an estimate and the contractor understands and agrees that the City is under no obligation to the contractor to buy any amount of services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees that the City may require services in excess of the estimated annual contract amount and that the quantity actually used whether in excess of, or less than, the estimated annual contract amount and that the quantity actually used shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

51. 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 effected by the delivery to the contractor of a written notice of termination of at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. 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.

52. TERMINATION FOR DEFAULT: The City of Naples reserves the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily the work required, as determined by the City. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City shall give to the contractor at least seven (7) days written notice before the termination takes effect. The seven-day period will begin upon the mailing of notice by the City. If the contractor fails to cure the default within the seven (7) days specified in the notice and the contract is terminated for failure to perform satisfactorily, the contractor shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by the contractor up to the date of termination that were accepted by the City prior to the termination. In the event the City terminates the contract because of the default of the contractor, the contractor shall be liable for all excess costs that the City is required to expend to complete the work under contract.

53. STATE AND FEDERAL EMPLOYMENT LAWS: Contractors providing service to the City are required to comply with all state and federal employment laws. This includes, but is not limited to, laws resulting from the Immigration and Reform and Control Act of 1986, wherein all employers are required to verify the identity and employment eligibility of all employees. The Department of Homeland Security, U.S. Citizenship and Immigration Services require employees and employers to complete Form I-9 and the employer must examine evidence of identity and employment eligibility within three business days of the date employment begins. Non compliant contractors will be subject to contract sanctions, up to and including contract termination.

54. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION: The contractor agrees to comply with Executive Order 12549 "Debarment and

Suspension” and 2 CFR 180 “OMB Guidelines to Agencies on Government wide Debarment and Suspension.” These rules require all contractors using federal funds not be debarred or suspended from doing business with the Federal Government. This includes sub-recipients and lower tier participant for covered transactions. Signing and submitting this document certified the organization and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, and further have not within the preceding three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction .

THE CITY OF NAPLES IS AN EQUAL OPPORTUNITY EMPLOYER

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 licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Worker'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 Worker'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 Worker'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 Worker'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. "This coverage is primary to all other coverage 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 proposal number and title.

When using the "Accord"- 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.

STATEMENT OF NO BID

If you will not be bidding on this product/service, please help us by completing and returning only this page to:

City of Naples, Purchasing Division
City Hall, 735 8th Street South
Naples, FL 34102
Fax 239-213-7105

Bid # _____ and Description: _____

We, the undersigned, decline to proposal on the above project for the following reason(s):

- ___ We are not able to respond to the Invitation to Bid or Request for Proposals by the specified deadline.
- ___ Our Company does not offer this product or service.
- ___ Our current work schedule will not permit us to perform the required services.
- ___ Specifications are incomplete or information is unclear
(Please explain below).

___ Other (Please specify below)

Company Name _____ PH _____

Name and Title of individual completing this form:

(Printed Name) (Title)

(Signature) (Date)

GENERAL CONDITIONS

1. PURPOSE

The City of Naples is always looking at ways to “Green” the environment. Composting is a proven “Green” technology. The City of Naples would like to begin disposing of its bio-solids at a composting facility by January 1, 2013.

The purpose of this bid is to obtain competitive pricing for the hauling and disposal to a composting facility of:

- A. Bio-solids (sludge) – Dewatered only (No digestion – 15% 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.)
- B. 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.)

2. 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.

3. TERM OF CONTRACT

- A. The term of the Agreement shall be for a three (3) year period beginning on the date of award, unless terminated earlier as provided herein. There shall be two additional one (1) year renewal periods that must be agreed upon by both parties. This contract shall be re-bid at the end of the fifth year.
- B. The contract resulting from this solicitation shall be a TERM contract for the time period specified herein. During the specified time period, the City may order services as the requirements generate and the Contractor will deliver the services. It is understood that the City is not obligated to purchase any specific quantity of services under this contract.
- C. The Contractor may cancel this contract, in whole or in part, by giving 60 days prior notice in writing. However, the Contractor shall not be authorized to exercise this cancellation option during the first 180 days of the contract. The City may cancel this contract by giving three days prior notice, in writing, to the Contractor.

4. INSURANCE

Proof of proper insurance, as shown elsewhere in this bid, must be provided prior to the start of any contract.

5. AWARD

An award will be given which is in the best interest of the City of Naples.

6. 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.

7. LICENSES

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

8. REPORTS

The successful Contractor shall submit monthly tonnage reports to the Wastewater Treatment Plant Supervisor/Superintendent per services rendered for the specific facility located at 1400 3rd Ave. N.

9. 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!**

- A. The Contractor shall submit a per ton cost to haul and dispose (Following rules outlined in Chapter 62-640 F.A.C.) of a (15%-18%) undigested Bio-solids Cake (sludge). This Cake will be hauled and disposed of at designated Contractor composting location(s). These composting site(s) will be properly permitted and specific in location, address, and/or description for tracking and reporting purposes.
- B. 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 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.

- C. 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:
- Disposal Site Name & Permit Number
 - Owner of Disposal Site
 - Operator/Driver
 - Applier
 - Latitude and Longitude Coordinates
 - County
 - Section/Tract
 - Amount Hauled
 - Date

10. 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 Ave N. location. The City further reserves the right to accept any proposal that it deems to be in the City's best interest.

11. PROHIBITION OF CONTACT

Under no circumstances should any prospective organization or individual, or anyone acting for or on behalf of a prospective organization or individual, seek to influence or gain the support of any member of the City Council, public official or City staff favorable to the interest of any prospective organization or individual.

Likewise, contact with City Council, any public official or city staff against the interests of other prospective organization (s) and or individual(s) is prohibited. Any such activities will result in the exclusion of the prospective organization or individual from consideration by the City.

12. QUESTIONS

Questions regarding this bidder packet must be received in writing in the Purchasing Division, **NO LATER THAN TEN CALENDAR DAYS PRIOR TO THE BID CLOSING DATE TO ENSURE AN ANSWER IS PROVIDED PRIOR TO CLOSING.**

Direct all questions to:

John Dunnuck, Purchasing Manager

City of Naples, Purchasing Division

735 8th Street South

Naples, Florida 34102

PH: (239) 213-7100 FX: (239) 213-7105

jdunnuck@naplesgov.com

SPECIFICATIONS

1. SCOPE

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

2. 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).

3. TRAILERS AND EQUIPMENT

A. Wastewater Plant

- 1) For Undigested Cake (15%-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) 40-yard or three (3) 25-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.
- 2) 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.

4. ESTIMATED ANNUAL REQUIREMENTS

A. Wastewater Plant

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.

BID SCHEDULE

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 15%-18% Bio-solids Sludge</u> , as specified, approximately 6,000 tons (10,000 cubic yards.)	\$ _____	/ton
2.	Provide all labor, equipment, permits, tipping fees and all other associated hauling costs to properly 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

QUESTIONNAIRE

This questionnaire must be completely filled out and returned as part of your bid. Failure to do so may result in disqualification of your bid. Evaluation of this questionnaire will be a prime factor in the award process.

1. How long has your firm been in business?
2. What is the net worth of your firm?
3. How many employees are presently on your payroll?
4. Describe your company's qualifications & experience to perform this type of work.
5. Who will be supervising the work to be performed under this contract and what is that person's experience?
6. How many and what types/sizes of vehicles and equipment will be used in this project?
7. If you do not own this equipment, how do you propose to acquire it?
8. What is the location of proposed disposal site (s)?
9. Is this site(s) properly permitted?
___ YES Permit # _____
___ NO
10. Is your company licensed by Department of Agriculture & Consumer Services?
___ YES License# _____
___ NO
11. Is your company licensed (occupational) by Collier County and the City of Naples?
___ YES City License# _____
County License# _____
___ NO
12. What is your Collier County Occupational License Number? _____
 - a. What is the expiration date? _____

REFERENCES

THIS SHEET MUST BE COMPLETED AND RETURNED WITH BID

PROVIDE AT LEAST THREE REFERENCES FOR WHOM YOUR COMPANY HAS PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 2 YEARS.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

CONTACT E-MAIL ADDRESS: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

CONTACT E-MAIL ADDRESS: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

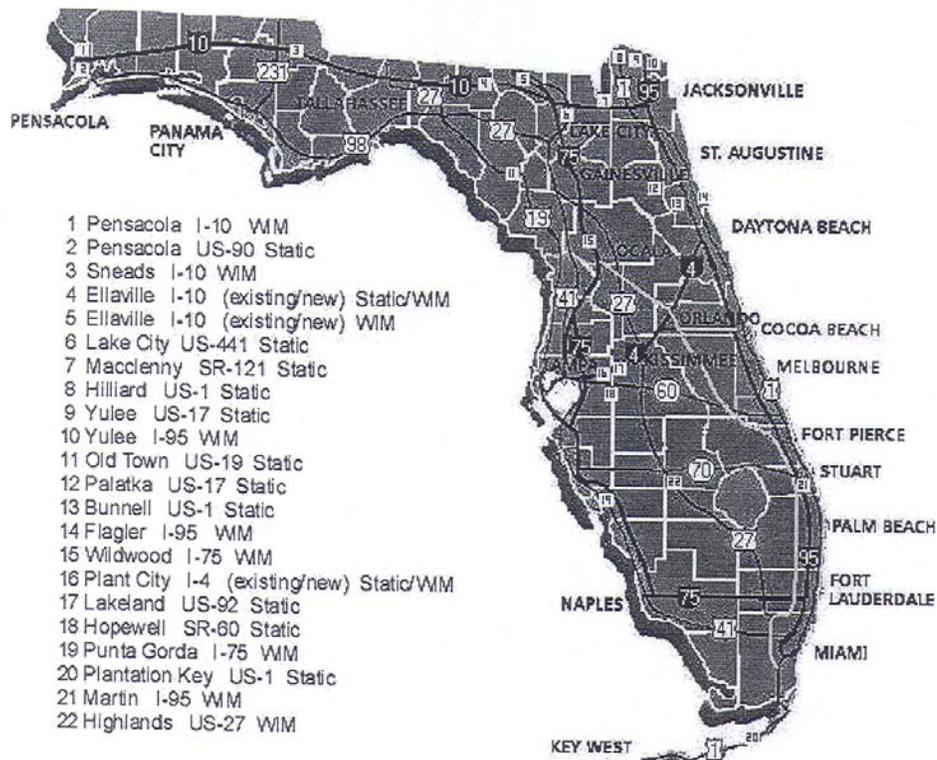
CONTACT E-MAIL ADDRESS: _____

ATTACHMENT A

FLORIDA DEPARTMENT OF TRANSPORTATION



TRUCKING
MANUAL



A guide for truckers who haul goods in Florida. This guide lists size and load limits, safety rules, and permits required by the State of Florida.

Office of Motor Carrier Compliance
Department of Transportation
Tallahassee, Florida
<http://www11.myflorida.com/mcco/default.htm>

FIFTH EDITION 1998

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.

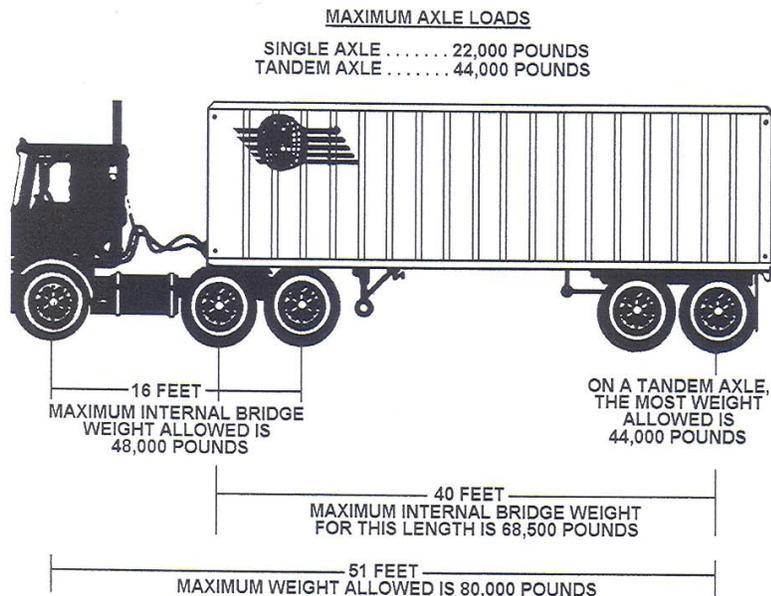


TABLE 2

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	68,000	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.

BID CHECKLIST

Checklist

- | | |
|---------------|--------------------------|
| COVER SHEET | <input type="checkbox"/> |
| BID SCHEDULE | <input type="checkbox"/> |
| QUESTIONNAIRE | <input type="checkbox"/> |
| REFERENCES | <input type="checkbox"/> |