

Utilities Commission, City of New Smyrna Beach, FL

Invitation to Bid DISPOSAL OF BIOSOLIDS

ITB # 11-18

Date Issued: February 16, 2018

ITB Document on the UCNSB Web Site Link: <https://www.ucnsb.org/open-bid-information>

Utilities Commission, City of New Smyrna Beach, Fl. (UCNSB) is seeking bids from qualified vendors to manage the disposal of bio solids generated by our Water Reclamation Facility located at 3119 SR 44. Notice is hereby given that sealed bids will be received at 200 Canal Street, New Smyrna Beach, FL 32168, until **2:30 p.m., March 20, 2018** at which time they will be opened in the 3rd floor Deberry Room.

DIRECT INQUIRIES TO:

Email:
Telephone Number:
Fax Number:

Maureen Crossman, CPPB
Materials Manager
mcrossman@ucnsb.org
(386) 424-3046
(386) 424-2748

Mail To:

Utilities Commission City of NSB
Attn: Materials Manager
PO Box 100
New Smyrna Beach, Florida 32170-0100

Delivery to:

200 Canal Street
New Smyrna Beach, FL 32168

Upon receipt of this ITB document, any and all communications regarding this proposal must be made only to the Purchasing Agent as noted above. Any violation of this condition could result in bid disqualification.

This is a Sealed Bid - Fax or electronic replies will not be accepted.

Utilities Commission, City of New Smyrna Beach operates in accordance with the State of Florida Sunshine Laws.

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HAULING AND DISPOSAL OF BIOSOLIDS
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1. GENERAL TERMS AND CONDITIONS

1. INSTRUCTIONS TO BIDDERS: To insure consideration of your bid, please follow these instructions. Bids not in compliance with conditions specified herein are subject to rejection.

2. SEALED BIDS: **AN ORIGINAL AND 1 COPY plus 1 compact disc or USB Flash Drive** must be in the Finance Department by the date and time specified. The Bid Reply, Evaluation Factors, Questionnaire, Attachment "A", Attachment "B", and any addenda issued must be included. Proposals must be sealed and clearly labeled with the following information:

- a. Name and address of Bidder
- b. Bid number
- c. Date and time of Bid Opening

3. PREPARATION OF BID: All information shall be entered in ink, typewritten, or produced by computer. It is your responsibility to make certain that unit prices and extended prices are correct. The UCNSB will not be responsible for errors or omissions made by the bidder in determining bid price(s). The bid must contain a manual signature of an authorized representative of the agency bidding. In order to insure uniformity, bids must be submitted on this Bid Form and the attached pages.

4. NO BID: If unable to submit a bid, please sign and return the Bid Reply Sheet by return mail or fax advising the reason for not submitting a bid. To ensure inclusion in future bids, a Bidder **should** submit a "NO BID" to be received by the Finance Department no later than the stated bid opening date and time.

5. OBLIGATION OF BIDDER: By submitting a BID, the bidder covenants and agrees that they have satisfied themselves from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

6. QUESTIONS REGARDING BID: UCNSB has made every effort to provide prospective vendors with the information needed to appropriately respond to this bid. UCNSB realizes that some clarification, interpretation, or additional information may be required.

Questions regarding any portion of this bid shall be directed, in writing, to:

Utilities Commission, City of New Smyrna Beach
Maureen Crossman, CPPB
Materials Manager
PO Box 100
New Smyrna Beach, FL 32170-0100

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Questions may also be submitted by e-mail (mcrossman@ucnsb.org) or faxed to the attention of the Materials Manager at (386) 424-2748.

All such requests must be received no later than 2:00PM, Eastern Standard Time, **March 5, 2018**. Responses to all requests for more information will be included in any addenda and will be made available to all Bidders by 5:00PM on **March 9, 2018**. Requests for additional information received after the **March 5, 2018** deadline will not receive a response. Responses will not be made orally.

Any additional information pertaining to this Bid or to the services being sought hereunder obtained in a manner other than as described in the preceding paragraph should be regarded as unofficial. UCNSB will not be bound in any way by information so obtained, or by a Bidder's reliance thereon.

7. COST DISCUSSIONS: The Bidder must not discuss cost information, except for clarification requested by the UCNSB Materials Manager, prior to the posting of bid results, with any employee, commission member or authorized representative of the UCNSB. Violation of this restriction will result in **REJECTION** of the said Bid.

8. ADDENDA: All addenda issued during the time of bidding shall become part of the Bidding Documents, and receipt thereof must be acknowledged in writing with the bid (see Factor #5). The UCNSB accepts no responsibility for inaccurate bids due to missed information contained in any addendum. Each Bidder should ensure that they have received all addenda and amendments to the Bid before submitting their bids. Please access the UCNSB web site at <https://www.ucnsb.org/open-bid-information> for any addenda.

9. LATE BIDS: Bids will be publicly opened, read aloud and recorded, on the date and time indicated, at the location specified in the proposal request. It is the Bidders' responsibility to make certain that his/her proposal is in the hands of the Materials Manager prior to the opening time at the specified location. UCNSB accepts no responsibility for late or misdirected mail deliveries. Late bids will not be considered.

10. CONSIDERATION OF BIDS: The UCNSB reserves the right to award the contract to the Bidder(s) that the UCNSB deems to offer the best overall bid. The UCNSB is therefore not bound to accept a bid on the basis of lowest price. In addition, the UCNSB at its sole discretion, reserves the right to cancel this Bid, to reject any and all bids, to waive any and all informalities and/or irregularities, to re-advertise with either the identical or revised specifications, or not award a contract at all if it is deemed to be in the best interest of the UCNSB to do so. The UCNSB also reserves the right to make multiple or split awards if it is deemed to be in the Commission's best interest. The UCNSB shall not be responsible for any cost or expense incurred by the Bidder in preparing or submitting a bid or any cost prior to the execution of a contract agreement.

11. OTHER CONSIDERATIONS: Quantities involved, time of delivery, purpose for which required, competency in determining responsibility.

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12. QUALIFYING BIDS: UCNSB reserves the right to require a Bidder to submit such evidence of qualifications as it may deem necessary and may consider any evidence available concerning the financial and other qualifications of the Bidder.

13. DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal 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 contract supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

14. ADA: The vendor awarded this proposal shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.

15. BID ACCEPTANCE PERIOD: Any bid in response to this solicitation shall be valid for 90 days following opening of the bid, to allow for formal action by the Commission. The Bidder agrees that during such time his bid will remain firm and irrevocable. At the end of the 90 days, the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time, it remains in effect until a contract is awarded or the solicitation is canceled.

16. EVALUATION PROCESS: The Evaluation Committee will evaluate all bids received. The committee will examine each bid and determine how effectively it satisfies the needs of The Utilities Commission.

17. BID AWARD: Award is expected to be made to the Bidder who best meets the requirements of UCNSB considering responsibility, responsiveness and price. A written contract and/or purchase order detailing agreed terms will be rendered between the UCNSB and the agency achieving a successful proposal. Terms of the contract will include any and all items as specified in the bid, plus mutually agreed terms and conditions.

The content of this Bid and all provisions of the successful response deemed pertinent by UCNSB may be incorporated into a contract and become legally binding.

18. CLARIFICATION: The UCNSB reserves the right to request clarification of information submitted and to request additional information of one or more Bidders, if needed.

19. CONFLICT OF INTEREST: The award hereunder is subject to the laws of the State of Florida. All Bidders must disclose, with their proposal, the name of any officer, director, or agent who is also an employee of the UCNSB. Further, all Bidders must disclose the name of any UCNSB employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidders firm or any of its branches.

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20. LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern all claims and disputes which may arise between person(s) submitting a proposal response hereto and the UCNSB. Lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof. Bidders have certain rights under Chapter 120, Florida Statutes. Failure to follow proper procedures for a timely protest shall constitute a waiver of all further proceedings under Florida Statute 120.53(5).

21. OTHER AGENCIES: All respondents awarded contracts from this solicitation may, upon mutual agreement, permit any municipality or other government agency to participate in the contract under the same prices, terms and conditions. If the period of time is not defined within this solicitation, the prices, terms and conditions shall be firm for 120 days from date of award. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any city municipality or agency, nor will any city municipality or agency be obligated for any bills incurred by any other city or municipality or agency. Further it is understood that each agency shall issue their own purchase order to the awarded respondent(s).

22. SUBSTITUTIONS: Bidders are cautioned not to deviate from the bid specifications unless they also submit a detailed alternative.

23. NON-WARRANTY OF SPECIFICATIONS: Due care and diligence have been exercised in the preparation of this Bid and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures shall rest solely with the provider. Neither the Commission nor its representatives shall be responsible for any errors or omission in this Bid nor for the failure on the part of the bidder(s) to determine the full extent of exposures.

24. Failure of the contractor to deliver within the time specified, or within a reasonable time as interpreted by the Purchasing Authority or failure to make replacements of rejected articles as directed, shall permit the Purchasing Authority to purchase on the open market articles of comparable grade to take the place of those rejected or not delivered. On all such purchases, the contractor shall reimburse the **Utilities Commission**, within a reasonable time specified by the Purchasing Authority, for any expenses incurred in excess of the defaulted price. Payments due the contractor by the **Utilities Commission** may be withheld until reimbursement is received.

25. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown or damage to **COMMISSION's** generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or

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causes beyond the control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes.

26. INSURANCE The Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to Commission.

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
(a) Worker's Compensation	Statutory requirements at location of work
Employer's Liability	\$ 100,000 Each occurrence \$ 300,000 Disease, aggregate \$ 100,000 Disease, each employee
(b) General Liability	\$1,000,000 General Aggregate \$1,000,000 Products – Comp Ops Agg \$ 500,000 Each Occurrence \$ 50,000 Fire Damage \$ 5,000 Medical Expense
(c) Automobile Liability (owned, hired and non-owned)	\$1,000,000 Combined Single Limit
Option of Split Limits:	
(1.) Bodily Injury	\$ 500,000 Per Person \$1,000,000 Per Accident
(2.) Property Damage	\$ 500,000

Coverage shall apply to the indemnity agreement and shall include the **UTILITIES COMMISSION** their officers and employees, each as additional insured's but only as regards to their liability arising out of Contractor's performance of the work or out of operations performed by others on behalf of Contractor under this Contract. The insurance as afforded to such additional insured's shall state that it is primary insurance and shall provide for a severability of interest or cross-liability clause. Prior to commencing performance of any work or site mobilization, Contractor shall furnish Commission with Certificates of Insurance (identifying on the face thereof the Project name and Contract number) as evidence of the above required insurance and such Certificates shall provide for thirty (30) days written notice to Commission prior to cancellation thereof.

Commission is not maintaining any insurance on behalf of Contractor covering loss or damage to the work or to any other property of Contractor unless otherwise specifically set forth herein.

None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Contractor are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this contract.

Contractor shall deliver the original Certificate of Insurance and one copy to the agent of the Commission.

Notices, in original and one copy, of cancellation, termination and alternation of such policies shall also be provided to the agent of the Commission.

2. REQUIRED CERTIFICATIONS AND REPRESENTATIONS

2.01 QUESTIONNAIRE

Additional space may be required. Please answer questions in the order presented. All questions must be answered or contractor may be disqualified.

1. Has your company ever been denied insurance or had insurance canceled?
2. Is your company bondable? Has your company ever been denied bond? If yes, explain.
3. Can your insurance company produce a certificate of insurance stating your limits and naming UCNSB as an Additional Insured?
4. Since January 1, 2011, has your company been a defendant in any lawsuits?
5. Is your company a subsidiary or otherwise legally affiliated with any other company?
6. Is your company rated by Dunn & Bradstreet or any other rating agency? If yes, what is the name of the agency and rating?
7. Is your company in any stage of bankruptcy, including initial filing?
8. Has your company been disbarred by the Federal Government or any State Government?

2.02 EVALUATION FACTORS

Bids shall include all of the information solicited in this ITB, and any additional information that the Bidder deems pertinent to the understanding and evaluating of the bid. **Bids shall be organized and sections tabbed in the following order.** The Bidder should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All bids shall include, at a minimum, the following information. The **COMMISSION** reserves the right to request information or clarification from bidders following the bid opening if omissions are deemed curable.

- Factor #1 **Pricing:**

Form provided in Section 4
- Factor #2 **References:**

Form provided in Section 2.09
- Factor #3 **License:**
Supply a copy of DEP Biosolids Site Permit (Chapter 62-640, F.A.C.)
- Factor #4 **Public Entity Crimes, Non-collusion Affidavit, Drug Free Workplace & Vendor Information Form**

All Bidders shall properly complete and submit these forms here
- Factor #5 **Addenda Acknowledgement**

Please submit all addenda (if any) related to this bid here.
- Factor #6 **Questionnaire**

The Questionnaire responses requested in Section 2.01 should be submitted here.
- Factor #8 **Other Information**

Provide any information that will offer insight to the evaluators about the qualifications, fitness and abilities of the bidder. Vendors may elect to provide alternative methods to accomplish the tasks specified in option I and presented as Option II. Details of vendors alternative method may be explained in Factor #8.

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2.03

ITB #11-18 BID SCHEDULE

Distribution of the Invitation to Bid: February 16, 2018

Deadline for Final Questions by
2:00 PM: March 5, 2018

Addendum published by 5:00PM: March 9, 2018

ITB return deadline by 2:30 pm: March 20, 2018
Location: UCNSB – Reception
200 Canal St. New Smyrna Beach

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2.04 PUBLIC ENTITY CRIMES FORM (ATTACHMENT “A”)

**SWORN STATEMENT UNDER SECTION 287.133(3) (1)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted Bid, Bid or Contract for_____.
2. This sworn statement is submitted by_____ [name of entity submitting sworn statement] whose business address is: _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____.

(If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a “public entity crime” as defined in Paragraph 287.133 (1) (g), Florida Statutes, means a violation of any state or federal law be a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state, or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (91) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charged brought by indictment or information after July 1, 1989, as a result of just verdict, non-jury trial, or entity of a plea of guilty or nolo contendere.
6. I understand the “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means: (1) A Predecessor or Successor of a person convicted of public crime: or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholder, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.
8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies]

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Public Entity Crimes Statement

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_____ Neither the entity submitting this sworn statement, or one more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate or the entity, has been charged with and convicted of public entity subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

_____ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: _____ Signature _____

STATE OF: _____

COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ [name of individual signing] who after first sworn by me affixed his/her signature in the space provided above on this _____ day of _____, 20____.

My commission expires: _____
Notary Public

Print, Type, or Stamp of Notary Public

Personally known to me, or
Produced Identification:

Type of I.D.

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2.05 NON-COLLUSION AFFIDAVIT OF PRIME BIDDER (ATTACHMENT "B")

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

He/she is _____ of _____, Bidder that has submitted the attached Bid;

He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Neither the said Bidder nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the UCNSB.

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed

Title

Subscribed and sworn to before me this _____ day of _____, 20__.

Title

My Commission Expires: _____

2.06 CERTIFICATION OF DRUG-FREE WORKPLACE

IDENTICAL PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR SIGNATURE

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2.07 VENDOR APPLICATION

In addition to General conditions, your **BID** may be disqualified if the following vendor information is not returned with your **BID**.

Vendor is:

- () Corporation
- () Partnership
- () Sole Proprietorship
- () Other _____(Explain)

Federal Employer Identification

Number or Social Security Number: _____

Do you collect Florida State Sales Tax? () Yes () No

Firm Name: _____

Mailing Address: _____

Telephone No. _____ Fax No. _____

Email Address: _____ Web Address: _____

Service or Commodity Supplied: _____

If vendor is quoting, as a manufacturer's representative and the purchase order should be addressed to the manufacturer in care of the vendor, so indicate.

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Mailing Address: _____

Submitted by: _____

Name & Title Printed: _____

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
+
or
Employer identification number
+

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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2.09 REFERENCES

Provide the business names, contact persons and telephone numbers of five (5) references for which the firm has provided these services described in this solicitation for two (2) years or more. Include relationships with utility and governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: Address: _____
Point of Contact: _____ Phone #: _____
Service(s) Provided: _____

Dates of Service: _____

2. Name of Company: Address: _____
Point of Contact: _____ Phone #: _____
Service(s) Provided: _____

Dates of Service: _____

3. Name of Company: Address: _____
Point of Contact: _____ Phone #: _____
Service(s) Provided: _____

Dates of Service: _____

4. Name of Company: Address: _____
Point of Contact: _____ Phone #: _____
Service(s) Provided: _____

Dates of Service: _____

5. Name of Company: Address: _____
Point of Contact: _____ Phone #: _____
Service(s) Provided: _____

Dates of Service: _____

3. SCOPE OF WORK

The UCNSB Water Resources Department is seeking bids from qualified contractors to collect, haul, treat, and dispose of the wastewater sludge (a.k.a. "bio-solids") generated by the UCNSB Water Reclamation Facility (WRF) located at 3119 SR 44 New Smyrna Beach, FL 32168. *The UCNSB and contractor will enter into a one year renewable agreement up to four (4) years. The UCNSB is currently in the process of upgrading its bio solids process which may interfere with the renewable agreement. Once the bio-solids upgrade is complete we intend to re-bid the bio solids hauling, terminate this agreement, and issue a new agreement under a new contract/bid.*

Our tertiary treatment plant produces and stores un-stabilized waste product in the 6% - 7% solids range. The plant is equipped with filling station and equipment so that product can be filled in tankers. Contractors shall evaluate and bid on the costs to fill, transport, stabilize (if necessary), treat and/or dispose of per Contractor's FDEP permit and guidelines for contractor's facilities. The Contractor must own and control all equipment utilized to accomplish these tasks.

All Labor and materials required by the contractor to perform these tasks should be considered and included in the bid as an **all-inclusive cost per gallon**. The cost per gallon of bio-solids may be adjusted annually based on fuel adjustments. The fuel adjustments will only be considered upon contract renewal.

Copies of Contractor's DEP permits for disposal shall be submitted for consideration with the ITB. Prior to contract approval, the DEP permit will need to be updated and verified.

The contract will require closely coordinated efforts of plant personnel with the contractor to manage this process. ***Invoicing shall be based on UCNSB's flow meter at the sludge facility.*** The Contractor shall provide a schedule which, at a minimum, includes the bi-weekly hauling of bio-solids from the WRF. Any adjustments to the schedule must be made in writing prior to the adjustment and agreed upon by the Vendor and the UCNSB.

Construction of the bio solid improvements may interfere with this contract, the UCNSB will make considerations to allow for the thickening covered under this contract.

All bids will be evaluated for cost and compliance with the applicable FDEP regulations from Chapter 62-640. Changes to the FDEP regulations will need to be complied with by the selected contractor.

A plant visit may be scheduled for interested parties to assure all conditions and limitations are understood by the Contractor. These visits shall be coordinated with Keith Suever (386) 424-3184.

Either party can discontinue the service with a 90 day advance written notice.

The vendor will hold the UCNSB harmless against all claims, damages, regulatory citations, losses and expenses that may arise from receiving, transporting, treating, storage, and disposing of this product.

When the contractors FDEP permits are renewed, copies shall be forwarded to the UC within 30 days. The contractor will also supply the UC with copies of any relevant FDEP reports required for our files, in the course of this contract.

The Contractor's facility becomes the entity responsible for treatment and proper use of the product. The source facility (UCNSB WRF) will not be held responsible for treatment, management, use or land application violations.

3.2 WRF Production Statistics

<u>Biosolids concentration</u>	<u>Gallons/year</u>
7% Plant Thickened Product	3,000,000 or 75 dry tons

NOTE: Fluctuations in bio-solids production does occur. Fluctuations may be weather and tourist season dependent. The contractor understands bio-solids are produced 365 days a year. Existing holding tanks will be operated in the most effective manner for the management of both the WRF and the contracted services.

- I. Option I - the contractor will take the non-stabilized, 7% thickened product and be responsible for transportation, treatment, and disposal within all applicable regulations. The submittals will outline what measures will be taken with the product, and how it will be ultimately disposed of. Copies of land application permits (if applicable) will also be supplied. Cost will be per gallon all inclusive.
- II. Option II - Any other options submitted will be fully reviewed, and considered. All details and conditions must be included. Cost will be per gallon all inclusive.

Trip tickets shall be on a form acceptable to the UC and FDEP. The tickets shall form a chain of custody and allow proper accounting for the payment aspect as well.

The contractor shall submit proof of a minimum of 5 consecutive years of operation.

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4. BID TABULATION

NAME OF BIDDER: _____

COST PER GALLON TO PROVIDE DISPOSAL OF BIOSOLIDS AS DESCRIBED IN THE ABOVE PROPOSAL. METHOD OF DISPOSAL MUST COMPLY WITH ALL FDEP REGULATIONS FROM CHAPTER 62-640. LICENSE TO PROVIDE THESE SERVICES HAS BEEN INCLUDED IN THIS PROPOSAL RESPONSE.

Option I: \$ _____ Per Gallon

Price Written in Words: _____

Option II: \$ _____ Per Gallon

Price Written in Words: _____

THE UCNSB AND CONTRACTOR WILL ENTER INTO A ONE YEAR RENEWABLE AGREEMENT UP TO FOUR (4) YEARS. THE UCNSB IS CURRENTLY IN THE PROCESS OF UPGRADING ITS BIO SOLIDS PROCESS WHICH MAY INTERFERE WITH THE RENEWABLE AGREEMENT. ONCE THE BIO-SOLIDS UPGRADE IS COMPLETE WE INTEND TO RE-BID THE BIO SOLIDS HAULING, TERMINATE THIS AGREEMENT, AND ISSUE A NEW AGREEMENT UNDER A NEW CONTRACT/BID.

THE UTILITIES COMMISSION RESERVES THE RIGHT TO WAIVE INFORMALITIES IN ANY BID, TO REJECT ANY AND ALL BIDS IN WHOLE OR IN PART, WITH OR WITHOUT CAUSE, AND/OR ACCEPT THE BIDS OR PORTIONS THEREOF THAT IN ITS JUDGMENT WILL BE FOR THE BEST INTEREST OF THE UTILITIES COMMISSION. THESE PRICES ARE VALID FOR ORDERS PLACED WITHIN NINETY (90) DAYS FROM THE DATE OF BID OPENING UNLESS SPECIFIED OTHERWISE.

Submitted By:

Name of Company: _____

Name & Title: _____

Signature: _____

Telephone No.: _____ Facsimile No.: _____

Email: _____