

REQUEST FOR PROPOSAL #11-3402DW

Wastewater Residual Removal Services at the Manatee County Bio-Solids Dryer Facility

Manatee County, a political subdivision of the State of Florida, (hereinafter "Manatee County" or the "County") will receive proposals from individuals, corporations, partnerships, and other business entities authorized to do business in the State of Florida, for the purpose of providing Wastewater Residual Removal Services at the Manatee County Bio-Solids Dryer Facility.

DEADLINE FOR CLARIFICATION REQUESTS: **December 1, 2011 at 5:00 PM** shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to the Manatee County Purchasing Office. This deadline has been established to maintain fair treatment for all potential bidders or proposers, while ensuring an expeditious transition to a final agreement.

TIME AND DATE DUE: **Proposals will be received until 2:30 PM on December 8, 2011,** at which time they will be **publicly opened**. All interested parties are invited to attend this opening.

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Important Note: A prohibition of Lobbying is in place. Please review paragraph A.16 carefully to avoid violation and possible sanctions.

FOR INFORMATION CONTACT:

Dennis W. Wallace
Procurement Contracts and Buyer Manager
PHONE (941) 749-3039
FAX (941) 749-3034
Email: dennis.wallace@mymanatee.org
Manatee County
Financial Management Department
Purchasing Division

AUTHORIZED FOR RELEASE: _____

DWW

REQUEST FOR PROPOSAL #11- 3402DW

Wastewater Residual Removal Services at the Manatee County Bio-Solids Dryer Facility

SECTION A: INFORMATION TO PROPOSERS

PROPOSERS MUST COMPLY WITH THE FOLLOWING INSTRUCTIONS TO BE CONSIDERED FOR SELECTION:

A.01 OPENING LOCATION

Proposals will be publicly opened at Manatee County Purchasing, 1112 Manatee Avenue West, 8th Floor, Suite 803, Bradenton, Florida 34205 in the presence of County officials at the time and date stated on the cover sheet. All Proposers or their representatives are invited to attend.

A.02 PROPOSAL INFORMATION AND PROPOSAL DOCUMENTS

Bids and Proposals on <http://www.mymanatee.org>

Bid or Proposal documents and the Notices of Source Selection related to those Bids or Proposals are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under “Bids and Proposals”. You may view and print these files using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the County's web page if you do not have it.

Manatee County collaborates with the Manatee Chamber of Commerce on distributing solicitations using the “RFP Tool” web page on the Chambers website: <http://www.Manateechamber.com> to post Bid and Proposal documents in a portable document format (.PDF) file. This step is in addition to the posting on Manatee County Government web pages.

Note: The County posts the **Notice of Source Selection** seven (7) calendar days prior to COMMENCING NEGOTIATIONS with the selected firms.

IT IS THE RESPONSIBILITY OF EACH PROPOSER, PRIOR TO SUBMITTING THEIR PROPOSAL, TO CONTACT THE MANATEE COUNTY PURCHASING OFFICE (see contact information on page one of this document) TO DETERMINE IF ADDENDA WERE ISSUED AND TO MAKE SUCH ADDENDA A PART OF THEIR PROPOSAL.

A.03 REQUIREMENTS FOR FORMAT AND DELIVERY OF PROPOSALS

Any proposals received after the stated time and date will not be considered. It shall be the sole responsibility of the Proposer to have their proposal delivered to the Manatee County Purchasing Office for receipt on or before the stated time and date. If a proposal is sent by U.S. Mail, the Proposer shall be responsible for its timely delivery to the Purchasing Division. Proposals delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the Proposer's request and expense.

Proposals must be submitted in the format specified in Section B hereof. The contents of each proposal shall be **separated and arranged with tabs in the same order as listed in the Subsections within Section B** identifying the response to each specific item thereby facilitating expedient review of all responses.

A.04 CLARIFICATION & ADDENDA

Each Proposer shall examine all Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Proposal shall be made in writing through the Manatee County Purchasing Division. The County shall not be responsible for oral interpretations given by any County employee, representative, or agent. The issuance of a written addendum by the Purchasing Official's Division is the only official method whereby interpretation, clarification or additional information can be given.

Addenda shall be posted on <http://www.mymanatee.org>

It shall be the responsibility of each Proposer, prior to submitting their proposal, to contact the Manatee County Purchasing Division at (941)748-4501, ext. 3039 to determine if addenda were issued and to make such addenda a part of the proposal.

Deadline for Clarification Requests: December 1, 2011 at 5:00 PM shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to the Manatee County Purchasing Division.

This deadline has been established to maintain fair treatment for all potential Bidders or Proposers, while ensuring an expeditious transition to a final agreement.

A.05 SEALED & MARKED

One signed Original (please mark the Original) and Five (5) copies of your proposal shall be submitted in one sealed package, clearly marked on the outside "**Sealed Proposal #11- 3402DW**" and addressed to:

**Manatee County Purchasing
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205**

A.06 LEGAL NAME

Proposals shall clearly indicate the legal name, address, email and telephone number of the Proposer (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer must have the authority to bind the Proposer to the submitted proposal.

A.07 PROPOSAL EXPENSES

All expenses for making proposals to the County are to be borne by the Proposer.

A.08 EXAMINATION OF PROPOSAL

The examination of the proposal and the Proposer generally requires a period of not less than ninety (90) calendar days from the date of the opening of the proposals.

A.09 DISCLOSURE

Proposals become subject to Public Records inspection thirty (30) days after the proposal opening or if an award decision is made earlier than this time as provided by Florida Statute 119.071 (1) (b). **No review of the proposal documents will be conducted at the public opening of the proposals.**

Manatee County will make public at the opening, the names of the business entities that submitted an offer and any amount presented as offers without any verification of the mathematics or the completeness of the offer.

A.10 ERRORS OR OMISSIONS

Once a proposal is submitted, the County shall not accept any request by any Proposer to correct errors or omissions in the proposal.

A.11 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received by the first submission date may or may not be rejected by the County, depending on available competition and timely needs of the County. The County reserves the right to award the contract to a responsible Proposer submitting a responsive proposal, with a resulting negotiated agreement which is most advantageous and in the best interests of the County. The County shall be the sole judge of the proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the Proposer. Such information may include, but shall not be limited to: current financial statements prepared by an independent CPA; verification of availability of equipment and personnel; and past performance records.

A.12 APPLICABLE LAWS

Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Code of Laws Chapter 2-26, as amended. Procedures and deadlines concerning protests related to this Request for Proposal shall be those which are set forth in §2-26-61 of the County Code.

A.13 CODE OF ETHICS

With respect to this proposal, if any Proposer violates or is a party to a violation of the Code of Ethics of Manatee County per Manatee County Code of Laws, Article III, Ethics in Public Contracting, and/or Florida criminal or civil laws related to public procurement including but not limited to Florida Statutes Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work or for goods or services for Manatee County.

The County presumes that all statements made and materials submitted in a proposal will be truthful. If a Proposer is determined to be untruthful in its proposal or any related presentation, such Proposer may be disqualified from further consideration regarding this Request for Proposal.

A.14 COLLUSION

By offering a submission to this Request for Proposal the Proposer certifies the Proposer has not divulged to, discussed or compared his proposal with other Proposers and has not colluded with any other Proposer or parties to this proposal whatsoever. Also, the Proposer certifies, and in the case of a joint proposal, each party thereto certifies, as to their own organization that in connection with this proposal:

- a. any prices and/or data submitted have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Proposer or with any competitor;
- b. any prices and/or cost data quoted for this proposal have not been knowingly disclosed by the Proposer prior to the scheduled opening directly or indirectly to any competitor;
- c. no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition;
- d. the only person or persons interested in this proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees.

A.15 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or 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.

A.15 PUBLIC ENTITY CRIMES -continued:

In addition, Manatee Code of Laws Chapter 2-26 Article V prohibits the award of County contracts to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a reasonable manner.

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to contract with the County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with the County. **Proposer is to complete Attachment “A” and submit with your proposal.**

A.16 LOBBYING

After the issuance of any Request for Proposal, prospective Proposers or any agent, representative or person acting at the request of such proposer shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon an award of the final contract, when all solicitations have been rejected, or when the request has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code of Law Chapter 2-26.

A.17 EQUAL EMPLOYMENT OPPORTUNITY

Manatee County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all prospective Proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, women or minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color, creed, sex, age or national origin in consideration for an award.

A.18 AMERICANS WITH DISABILITIES ACT

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for the public meetings specified herein (i.e. Information Conference or Proposal Opening), should contact the person named on the first page of this document at least twenty four (24) hours in advance of the activity to request accommodations.

END SECTION A

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SECTION B: FORM OF PROPOSAL

This section identifies specific evaluation factors which are to be given written responses. The contents of each proposal shall be **separated** and **arranged with tabs** in the same order as listed in Sections B.01 through B.04 identifying the response to each specific item.

The information that Proposers provide shall be used to determine whether the Proposer has the ability to perform the Scope of Services as stated in this Request for Proposal in a way which best meet the needs of Manatee County. A review with those Proposers reasonably susceptible of being selected for award may be conducted for the purposes of clarification of both ability and benefit to Manatee County. See Section C, "Selection."

B.01 MINIMUM QUALIFICATIONS

Proposals may be submitted by one (1) or more sole proprietorship, corporation, or partnership authorized to conduct business in the State of Florida.

Prior to any consideration of the responses to the criteria in this Request for Proposal, Proposers are to document in their proposals that they have provided **Wastewater Residual Removal Services** similar in complexity and nature to the one being proposed in response to this Request for Proposal for at least five (5) continuous years.

Where Proposal is made by more than one (1) business entity, each entity must sign the Proposal.

To validate experience, expertise and capabilities, Proposers shall provide:

- A. A copy of Proposer's license, where applicable;
- B. Evidence of current registration as a bulk fertilizer company with the Florida Department of Agriculture and Consumer services, or provide documentation of a written agreement to deliver Class "AA" pellets to a registered bulk fertilizer company between the Proposer's firm and a firm that is a registered bulk fertilizer company with the Florida Department of Agriculture and Consumer Services, should the Proposer's firm be awarded a contract as a result of this Request for Proposals. Confirmation of the agreement status shall be required to meet the minimum qualifications;
- C. The state, county or city where the services were rendered;
- D. Name of the entity who issued the contracts;
- E. Contract Administrator for the named contracts; include telephone and email address information.

After Manatee County staff validates the Minimum Qualifications have been met, those Proposals found to be in compliance will be considered.

B.02 ADMINISTRATIVE SUBMITTAL

- a. Proposal Signature Form.
- b. Public Contracting and Environmental Crimes Certification (Attachment A)

B.03 INFORMATION TO BE SUBMITTED REGARDING YOUR BUSINESS ENTITY:

Tabs are required to identify each item defined in this Section.

B.03.1. Background and Size: Provide a description of the Proposer's background and size. Provide a general statement of qualifications that includes your firm's professional credentials, the legal status of your organization, and experience in providing the service enumerated in this Request for Proposal.

B.03.2. Business Entity: Provide an explanation of the business entity which you represent. Specify the business entity which would be bound by a contract, should your firm be selected: company or corporation; subcontractor roles; and if a joint venture, include the specific experience that the joint venture partners have working together on similar projects.

If the Proposer is a joint venture, or partnership, the details of the responsibilities for provision of the required services must be clearly disclosed. Provide a narrative on how you anticipate the partnerships to manage the work and any prior experience that the individual entities may have had in working together on other projects. Disclose the lead firm of a joint venture.

B.03.3. Legal Authority: Provide a detailed explanation that your firm has the legal authority to perform the services described in this Request for Proposal and is authorized to conduct business in Florida.

B.03.4. Ownership Interest: Disclosure of any ownership interest in or operation of other entities involved in Wastewater Residual Removal services which may be a potential participant in this Request for Proposals. This ownership disclosure shall be included, whether such ownership occurs by the Proposer through a parent, subsidiary or holding company or any other form of business entity. Submit entity names and the percent of ownership for each.

- B.03.5. Key Personnel:** Identify each principal of the firm and other key personnel who will be professionally associated with the County in the performance of the services described herein. Do not include personnel that will not have a key role in providing services. Describe their respective areas of expertise.

For each identified person list:

- Full Name and Title
- Area of expertise, individual's roles and duties in providing services
- Office address
- Email address
- Telephone number
- Personalized resumes which identify the qualifications, training and experience of each key personnel.

- B.03.6. Organizational Chart:** Submit an organizational chart of your firm or organization, stating the names of the firm or organization's management and supervisory personnel to be assigned to this contract undertaking.

- B.03.7. Drug Free Workplace:** Submit your firm's policy or program as it relates to maintaining a zero tolerance drug free workplace.

B.04 **INFORMATION TO BE SUBMITTED REGARDING
PROPOSED WASTEWATER RESIDUAL REMOVAL
SERVICES:**

- B.04.1. Staffing Plan:** Submit a staffing level statement for your organization, detailing how many total employees work for your firm or organization at any one time, including temporary, seasonal and part-time employees. List the ratios of full-time employees to part-time, temporary and seasonal employees.

Specify the number of staff that will be dedicated to the operations at the County. Ongoing staff training and professional development programs shall also be included in this section.

Include a detailed explanation of all pre-employment screening and background checks performed by the Proposer. The successful Proposer shall agree to perform full background checks on all employees, at the successful Proposer's expense, prior to assignment at the County. If

requested, the successful Proposer shall provide background information to the County. Please include how you will ensure that any subcontractors that you are utilizing will be approved through this same process.

- B.04.2. Corporate References:** Provide three (3) external client references from clients who received similar services to those described herein. The minimum information that must be provided about each reference shall include:
- a. Name of individual or company for whom services were provided
 - b. Address of individual or company
 - c. Name and telephone(s) of contact person; e-mail address if available
 - d. Type of services provided and dates services were provided.
- B.04.3. Proposed Staff References.** Provide one (1) external client reference for each proposed staff member. The minimum information that must be provided about each reference shall include:
- a. Name of individual or company for whom services were provided;
 - b. Address of individual or company;
 - c. Name and telephone(s) of contact person, e-mail address if available; and,
 - d. Type of services provided and dates services were provided.
- B.04.4. Subcontractors:** Identify any operational areas where you intend to use subcontractors. Identify the services and roles that each subcontractor would assume in providing services.
- B.04.5. Economic Benefit:** Submit a narrative explaining the direct economic benefit to Manatee County to be realized by selecting your firm. During the term of this engagement detail the revenue maximizing activities, employment, subcontracting, and support services contracting as economic stimulus that your entity may generate that would directly benefit Manatee County.
- B.04.6. Experience and Qualifications:** Demonstrate the firms' experience and that of the staff experience in wastewater residual removal services.

- B.04.7. Operations Plan:** Submit an Operations Plan describing in specific detail the strategies, policies and procedures to be used in providing the services described herein to the County.
- B.04.8. Product Variance.** Demonstrate how variances in product may affect your firm's performance under this contract.
- B.04.9. Equipment List.** Provide a complete equipment list that is proposed to be used for the services described herein for the Proposer and any and all subcontractors.
- B.04.10. Requirements of the County:** List any requirements of the County that your firm deems necessary to implement the services described herein.
- B.04.11. Value Added Services:** Describe any value added benefits that your firm can provide to the County. Use this section to describe any other cost saving measures or benefits not outlined in prior sections.
- B.04.12. Compensation:** Provide a Price per Ton to be paid to the County based on the estimated annual quantities shown on Attachment "B," Biosolids Sludge Analysis. List any conditions that would change the pricing to be paid.

All costs shall be all-inclusive, unless otherwise directed herein, and shall include, but not be limited to, any and all of the costs associated with labor, personnel, supervision, and administration necessary to perform the work, and any and all of the costs necessary to perform the work in a professional and efficient manner as described in the Scope of Services.

B.05 SUPPLEMENTAL INFORMATION

Submit any other additional information which would assist the County in the evaluation of your proposal. Please provide any additional information in regards to the scope of these services that you think the County should consider and would deem valuable.

NOTE: The County reserves the right to make such investigation and solicit additional information or submittals as it deems necessary to determine the ability of any Proposer to perform the Scope of Services stated in this Request for Proposal.

END SECTION B

SECTION C: SELECTION

C.01 EVALUATION FACTORS

Evaluation factors are price and demonstrated ability of the Proposer(s) to perform the Scope of Services as generally outlined in Section E of this Request for Proposal in the most timely and efficient manner and the proposal(s) which will provide the best solution to meet the needs of Manatee County as determined from the responses to this Request for Proposal and subsequent investigation.

C.02 RELATIVE IMPORTANCE OF EVALUATION FACTORS

No weight has been assigned to the Evaluation Factors other than as stated above.

C.03 PRELIMINARY RANKING

A Selection Committee shall determine from the responses to this Request for Proposal and subsequent investigation as necessary, the Proposer(s) most susceptible of being selected for award.

C.04 IN-PERSON REVIEW OF PROPOSERS AND PROPOSALS

In-person reviews may be conducted with responsible Proposers who are deemed reasonably susceptible of being selected for award, for the purposes of assuring full understanding of (a) conformance to the solicitation requirements, (b) the abilities of the Proposer, and (c) the proposal submitted.

Proposers shall be available for presentations to and interviews with the Selection Committee, upon notification from the Purchasing Office. The date(s) and time(s) of any such presentations / interviews shall be determined solely by the County.

C.05 SELECTION FOR NEGOTIATION

The Proposer, whose ability and proposal is determined to be the best proposal that is most advantageous to the County, taking into consideration the Evaluation Factors set forth in this Request for Proposal, shall be selected to negotiate an agreement for the County determined Scope of Services.

The selection of a Proposer for negotiation shall not be construed as vesting any contractual or other rights of any nature in the Proposer.

C.06 AWARD

Award is subject to the successful negotiation and the approval by the Purchasing Official to execute the agreement.

END SECTION C

SECTION D: NEGOTIATION OF THE AGREEMENT

D.01 GENERAL

The following general terms and conditions apply to the proposal submitted for consideration and the subsequent negotiations:

- a. The proposal will serve as a basis for negotiating an agreement, but not compel adherence to its terms or conditions.
- b. Upon submission, all proposals become the property of the County which has the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposal whether or not the proposal is accepted.
- c. All products and papers produced in the course of this engagement become the property of the County upon termination or completion of the engagement.

D.02 AGREEMENT

The selected Proposer shall be required to negotiate an agreement in a form and with provisions acceptable to Manatee County.

Negotiated agreements may or may not include all elements of this Request for Proposal or the resulting successful proposal where alternative terms or conditions become more desirable to the County, and the parties agree to such terms.

END SECTION D

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SECTION E: SCOPE OF SERVICES

E.01 BACKGROUND AND INTRODUCTION

Manatee County is soliciting written proposals from qualified firms to provide Wastewater Residual Removal Services for the collection, purchase, and disposal of Class “AA” Pellets produced at the Manatee County Residuals Management Facility located at 3331 Lena Road, Bradenton, Florida 34202.

E.02 TECHINCAL SPECIFICATIONS

1. **Purpose.** The Technical Specifications describe the minimum requirements for the successful Proposer to dispose of Pellets produced at the Manatee County Residuals Management Facility.
2. **Definitions.** Unless the context indicates otherwise, the following terms shall have the definitions shown when used in these Technical Specifications in their capitalized forms:
 - (a) *MCRMF* -The Department's Manatee County Residuals Management Facility located at 3331 Lena Road, Bradenton FL 34202
 - (b) *Class AA Pellets, Pellets* - Wastewater residuals produced by drying wastewater sludge from the three water reclamation facilities operated by Manatee County Utility Department, and/or similar facilities, that treat domestic wastewater through biological and chemical processes to produce a residual classified as Class AA in accordance with EPA Title 40 CFR Part 503. The Pellets being produced by thermal drying will be in a size range of 1 to 4 mm and will be dried to between 90% and 95% solids by weight, containing predominately organic matter, with inorganic matter meeting the limits established in EPA 503 sludge regulations.
 - (c) *Department* - Manatee County Utilities Department
 - (d) *EPA* -The United States Environmental Protection Agency.
 - (e) *FDEP* -The Florida Department of Environmental Protection. .
 - (f) *FDOT* -The Florida Department of Transportation.
 - (g) *Permit* -The FDEP-issued permit that authorizes the operation of the MCRMF.
 - (h) *MCNRD* - Manatee County Natural Resources Department

3. Review of Completed Work. The successful Proposer's work shall be subject to inspection by the County for compliance with applicable regulations, Permit requirements, and these Technical Specifications. Within forty-eight (48) hours of notification of such determination, the successful Proposer shall correct all work that is determined by the County to be unsatisfactory. The successful Proposer shall not charge callback or follow-up work to correct unsatisfactory work to the COUNTY if such work is determined by the County to be the result of faulty workmanship by the successful Proposer.

4. Scope of Services. Except as otherwise provided herein, the successful Proposer shall furnish all resources necessary to provide the services contemplated herein.

4.1 Personnel. The successful Proposer shall have sufficient qualified personnel available to perform the services contemplated herein in a timely manner. The successful Proposer shall ensure that each of its representatives who operate a motor vehicle in performance of the successful Proposer's responsibilities described herein is properly licensed by the State of Florida for the operation of that vehicle.

4.2 Removal of Pellets. The successful Proposer shall remove Pellets from the MCRMF Facility at a rate compatible with the amount generated by or accumulated at the MCRMF.

The County will not warrant the usefulness of the pellets neither expressed nor implied.

4.2.1 Removal Schedule. The County will submit a proposed removal schedule to the successful Proposer in writing for approval. Each schedule shall specify the daily and weekly quantities of Pellets to be removed by the successful Proposer, including the number of truckloads to be hauled. The successful Proposer shall remain flexible to changes in the removal schedule to accommodate plant operations. The successful Proposer shall immediately notify the County whenever unforeseen situations occur that would interfere with the scheduled removal of Pellets. Under no circumstances shall the successful Proposer delay the removal of Pellets from the Facility more than twenty-four (24) hours from the approved schedule unless authorized by the County.

There may be times that the County will have to dispose of the pellets at the County Landfill facility as a Florida Department of Environmental Regulation (FDEP) requirement, due to testing that reveals out of tolerance levels per FDEP's disposal criteria.

4.2.2 Verification of Removal. The successful Proposer's transport vehicles shall be weighed empty at the beginning of the contract period and a numbered decal shall be assigned and placed on each transport vehicle. Afterwards, the transport vehicles shall be weighed in at the Lena Road Landfill Scale house and will be issued a receipt for each load of Pellets removed from the MCRMF at the time of removal. Each receipt shall indicate (a) the successful Proposer's account number, (b) the weight of Pellets removed, (d) the time and date of removal, (e) the truck identification number, (g) the printed names of the driver and signature as provided by the driver.

4.2.3 Response Time. The successful Proposer shall respond within twenty-four (24) hours to each request by the County to remove Pellets regardless of weather conditions. If no other means are available, the successful Proposer shall deliver to an approved landfill at its own expense within the same twenty-four (24) hour time frame.

4.3 Transportation of Pellets. The successful Proposer shall comply with all applicable FDOT regulations throughout the term of this Contract.

4.3.1 Transportation Equipment. The successful Proposer shall secure and maintain via ownership and/or leasehold interests, sufficient transportation equipment to perform the Pellet Removal Services required herein. The successful Proposer shall use only vehicles that conform in size to the access, loading, and off-loading limitations of the Facilities served by those vehicles. The successful Proposer shall submit to the County, and update as appropriate:

- (a) A list of all transportation equipment to be utilized including the year, model, type, and capacity.
- (b) An official weights and measures document or a copy of the current vehicle registration for each vehicle used for transporting Pellets which verifies the capacity of that vehicle.

In order to shorten the weighing process, the County shall require the successful Proposer to weigh all trucks and trailers that the successful Proposer intends to utilize under the resulting contract at the Lena Road Landfill and have a numbered decal placed on the trucks at the beginning of the contract period.

4.3.1.1 Additional Vehicles. The successful Proposer shall not utilize any replacement or supplemental vehicle to transport Pellets until the documentation prescribed in paragraph 4.4.1 has been provided to the County for that vehicle.

4.3.1.2 Off-Loading Vehicles. The successful Proposer shall transport Pellets only in vehicles having leak-free tailgates and covers to prevent wind dispersal of Pellets during transit.

4.3.1.3 Maintenance of Vehicles. The successful Proposer shall maintain all vehicles used to transport Pellets in good mechanical condition, in a clean condition, and in a manner which will adequately control odors. When vehicle wash-down facilities utilizing non-potable water are provided at a Facility, the successful Proposer shall utilize such facilities after loading Pellets and prior to leaving the site as directed by the County.

4.3.1.4 Weight Restrictions. No representations are made by the County with respect to the maximum weight restrictions imposed by the State of Florida for commercial transportation on public thoroughfares.

4.3.1.5 Dedicated Vehicles. The successful Proposer shall only use dedicated vehicles to transport Pellets under this Contract.

4.4 Disposal and/or Reuse of Pellets . The successful Proposer shall accept responsibility for the proper disposal and/or reuse of all Pellets received from the County. The successful Proposer shall acknowledge its awareness of, and agrees to comply with, the requirements of Title 40, Part 503 of the CFR; Chapter 62-640 of the F.A.C.; and the Permit of each applicable County Facility in the disposal of all such Pellets removed by the CONTRACTOR from that Facility for such purpose.

4.4.1 Disposal Records. The successful Proposer shall maintain the records prescribed in Rule 62- 640.650(2)(a), F.A.C. for all Pellets applied to Disposal Sites hereunder. Such Disposal Site records shall be available for inspection by the County at all times during normal business hours. Within ten (10) days following each calendar quarter, the successful Proposer shall file with the County for all Pellets applied during the prior quarter either (a) copies of all such records or (b) a report which summarizes the information contained in those records. Within five (5) days following a request therefore, the successful Proposer shall provide the County with a copy of all Disposal Site records requested.

4.5 Clean-Up. The successful Proposer shall be solely responsible for the timely and thorough clean-up, at no additional cost to the County, of each spillage, leakage, or escape of Pellets or other material resulting from the successful Proposer's operations hereunder or which is caused through the negligence or willful misconduct of the successful Proposer or any of its officers, agents, employees, or subcontractors. The successful Proposer shall immediately notify the County, as appropriate of any incident requiring such clean-up. The successful Proposer shall take all necessary and appropriate precautions and measures to immediately contain each such spillage, leakage, or escape and prevent it from entering any public or private stormwater drainage system or bodies of water of the State. Within 12 hours of the time of spill, the successful Proposer shall commence clean-up activities and sanitize the site of each such spillage, leakage, or escape to the condition of the property that existed immediately prior to such occurrence. The successful Proposer shall notify regulatory agencies and submit appropriate report form within twenty-four (24) hours, with copy faxed to the County. The successful Proposer shall furnish to the County a "Spill- Abatement Plan of Action" that addresses spills and their clean-up. The plan shall identify, at a minimum, (a) individuals to be contacted, (b) notification protocols, forms, and procedures, (c) clean- up activities, and (d) containment and discharge-abatement methods.

4.6 Communication. The successful Proposer shall respond within thirty (30) minutes to each communication from the County.

4.7 Safety. The successful Proposer shall provide all reasonable measures necessary to safeguard property and persons from its operations herein. The successful Proposer shall immediately report to the County all injuries and all damages occurring to public or private property which are a result of the successful Proposer's performance hereunder. The successful Proposer shall repair/replace any such property.

4.8 Traffic Control. The successful Proposer shall provide all traffic control devices and methods necessary to perform its responsibilities hereunder.

5.0 Regulation. The successful Proposer shall comply with all applicable requirements of the EPA, FDEP, MCNRD, and all other regulatory agencies having jurisdiction over the removal, transport, processing and/or disposal of Pellets throughout the term of the resulting contract.

5.1.1 Federal. The successful Proposer shall comply with all applicable requirements set forth in the EPA Regulations, Title 40 CFR. Part 503 (Standards for the Use or Disposal of Sewage Sludge) as published in the Federal Register in December 1994 and in subsequent amendments thereto throughout the term of the resulting contract.

5.1.2 State. The successful Proposer shall comply with all applicable requirements set forth in Chapter 62-640, Florida Administrative Code (“F.A.C.”). (*Domestic Wastewater Residuals*) and in subsequent amendments thereto throughout the term of the resulting contract.

5.2 Records. The successful Proposer shall maintain records in accordance with applicable quality- assurance requirements of all regulatory agencies having jurisdiction over the successful Proposer’s activities hereunder. Such records shall contain all applicable information, test data, and permits required by EPA's Title 40 CFR Part 503, or FDEP's Chapter 62-640, F.A.C. The successful Proposer shall provide copies of such records to the County upon a request therefore at the nominal cost of reproduction only. The successful Proposer shall provide final records and reports to the County pertaining to the annual state and federal reports by the end of January each year for inclusion of that documentation in the County’s annual report due to the regulatory agencies no later than February 19th of each year.

5.3 Permits and Licenses. The successful Proposer shall obtain and maintain all licenses and permits required by regulatory agencies having jurisdiction over the successful Proposer’s operations hereunder including the Florida Department of Agriculture and Consumer Services “Fertilizer License”. Upon award of the resulting contract, the successful Proposer shall immediately submit the necessary Permit modifications for all primary and secondary facilities.

6. Liability. The successful Proposer shall be responsible for all interruptions of normal plant operations and for all fines, penalties, and expenses imposed upon or incurred by either the County or the successful Proposer where such interruption, fine, penalty, or expense is the result of the poor performance, negligence, or wrongful intentional acts or omissions of the successful Proposer or any of its officers, employees, agents, or subcontractors.

7. Billing. The successful Proposer shall submit a copy of the County’s certified scale receipts and full payment for the weight of the pellets removed from the site based on the price established by this proposal and as contained in the associated agreement, to the County on or before the fifteenth (15th) of each month for pellets removed the previous month.

END SECTION E

||

PROPOSAL SIGNATURE FORM

REQUEST FOR PROPOSAL NO. 11-3402DW

Firm Name

Mailing Address:

Email

() _____
Telephone Number

City, State, Zip Code

The undersigned attests to his or her authority to submit this proposal and to bind the firm herein named to perform the services offered in a two party agreement. If the firm is selected by the County the undersigned certifies that he/she will negotiate in good faith to provide the selected services as may determined by the County which are detailed in this RFP #11-3402DW.

Signature

Witness Signature

Date: _____

Date: _____

Name and Title of Above Signer

Name and Title of Above Signer

Name and Title of Firm's Representative for Manatee County

Email for Firm's Representative for Manatee County

Telephone Number of Firm's Representative for Manatee County

||

ATTACHMENT "A"

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

**SWORN STATEMENT PURSUANT TO ARTICLE 6,
MANATEE COUNTY PURCHASING CODE**

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

This sworn statement is submitted to the Manatee County Board of County Commissioners by _____
[print individual's name and title]

_____ for _____
[print name of entity submitting sworn statement]

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Attachment "A" – continued

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the County's Purchasing Director. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the County.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE COUNTY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____ by _____

Personally known _____ OR Produced identification _____
[Type of identification]

Notary Public Signature My commission expires _____

[Print, type or stamp Commissioned name of Notary Public]

Signatory Requirement - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

MANATEE COUNTY BIOSOLIDS DRYER FACILITY - FISCAL REPORT

October 2010 to September 2011

	Pellets	T Nitrogen	T Phosphorus	T Potassium	T Solids	pH	Arsenic	Cadmium	Copper	Lead	Mercury	Molybdenum	Nickel	Selenium	Zinc	Fecal
	Tons	%	%	%	%	std	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	MPN/g
Oct	215.30	6.00	2.87	0.192	93.7	7.05	8.81	1.71	472	21.10	0.753	26.2	24.2	<MDL	1580	1.9
Nov	145.17	6.25	2.81	0.182	94.0	6.90	3.31	1.82	453	18.50	0.875	22.5	23.5	6.81	1550	1.95
Dec	312.82	6.25	3.05	0.225	94.0	6.30	2.42	1.59	446	17.80	2.350	18.2	22.6	6.00	1500	1.98
Jan	375.92	6.98	3.12	0.265	93.9	6.96	1.18	1.54	431	17.10	0.607	14.4	24.7	5.43	1570	1.77
Feb	241.17	6.29	3.24	0.263	93.10	6.56	0.82	1.40	414	16.40	0.546	16.0	22.8	4.84	1520	<0.18
Mar	220.01	6.78	2.62	0.248	94.4	6.82	3.10	1.94	413	15.20	0.818	23.8	23.4	4.69	1450	<0.18
Apr	231.28	5.64	2.64	0.271	93.0	7.20	2.78	1.62	452	16.80	0.762	53.3	22.4	6.37	1450	<0.18
May	200.42	6.13	2.81	0.234	92.9	7.10	3.43	1.48	468	19.00	0.817	63.1	22.1	6.93	1530	.33
Jun	123.43	6.07	2.94	0.213	92.5	7.13	2.25	1.80	461	18.70	0.702	22.8	22.8	9.02	1470	<0.18
Jul	278.00	5.88	2.83	0.206	93.2	7.20	2.67	1.88	512	19.40	0.618	17.3	24.4	7.54	1620	<0.18
Aug	254.27	5.48	3.34	0.171	92.4	7.09	<0.384	1.45	468	19.50	0.773	19.7	23.8	7.91	1530	<0.18
Sep	221.41	5.61	2.82	0.148	92.2	6.70	23.20	1.59	458	39.60	0.632	24.9	23.1	6.21	1510	<0.18

Total	2819.20																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
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Cake Ton Based on 16% solids average

Annual Total	17620.00
Weekly Avg	338.85