

# CITY OF SANIBEL

## REQUEST FOR PROPOSAL SPECIFICATIONS

### **WASTEWATER BIOSOLIDS HAULING AND DISPOSAL SERVICES**

**RFP-UT-25-001/BS**

**February 10, 2025**



*Public Works Department  
800 Dunlop Road, Sanibel, FL 33957  
(239)472-6397*

**PROPOSALS DUE BY:** 2:30 PM, (ET) March 13, 2025

**PRE-BID CONFERENCE:** NONE

**NO QUESTIONS WILL BE ACCEPTED AFTER:** 5:00 PM, (ET) March 3, 2025 all questions must be submitted in writing to [jason.goodrich@mysanibel.com](mailto:jason.goodrich@mysanibel.com) and received by stated time.

**SEALED ENVELOPES MUST BE MARKED WITH THE TITLE OF THE BID, BID NUMBER, NAME AND ADDRESS OF THE BIDDER.**

Courier Packages (Fedex, UPS) shall clearly state on the outer packaging, the Request for Proposal Title and the Request for Proposal Number. If the proper information is not on the courier's outer packaging the Bid/RFP may be sent back to the Vendor without being opened and/or given consideration for that project.



City of Sanibel

**CITY OF SANIBEL, FLORIDA**  
**REQUEST FOR PROPOSALS**

**CITY OF SANIBEL, FLORIDA ADVERTISEMENT FOR REQUEST FOR PROPOSAL**

Legal Notice is hereby given that sealed proposals will be received at the City of Sanibel, Public Works Department, 750 Dunlop Rd., Sanibel, Florida 33957 until 2:30 P.M., on Thursday, March 13, 2025. Any proposal presented later than the above time, or at another location, will be refused or, if received by mail, will be returned. Facsimile proposals will not be accepted.

**WASTEWATER BIOSOLIDS HAULING AND DISPOSAL SERVICES**

Contractor(s) shall be responsible for the removal, hauling, and disposal of liquid wastewater biosolids (sludge) from the City of Sanibel Donax Water Reclamation Facility (WRF) located at 930 Donax Street, Sanibel, Florida, 33957, to the designated (and properly permitted) Contractor(s) site(s).

Any firm interested in providing wastewater residual disposal services to the City should submit a bid outlining at a minimum, the following information: 1) Charges (per gallon of liquid wastewater biosolids) for hauling and disposing of residuals; 2) Evidence of FDEP approved disposal site in full compliance with the applicable provisions of the Florida Administrative Codes and Code of Federal Regulations as defined in the current operating permit issued by the Florida Department of Environmental Protection

Proposals shall be properly and completely executed on a standard proposal form. No proposer may withdraw his proposal within a period of sixty (60) days following the date set for receiving proposals. The City of Sanibel reserves the right to hold any and all proposals for a period of not more than sixty (60) days and said proposals shall be and remain valid and in full force and effect during said period. The City of Sanibel reserves the right to reject any and all proposals and to waive informalities. Specifications, scope of work and proposal forms for the work may be downloaded from DemandStar Corporation at [www.demandstar.com](http://www.demandstar.com), or <https://www.mysanibel.com/government/public-works-department/useful-links/city-bids>. Contact Jason.Goodrich@mysanibel.com with questions.

AFFIDAVIT REQUESTED  
PUBLISH ONE TIME  
Fort Myers News-Press  
February 10, 2025



City of Sanibel

## SECTION I

### INFORMATION & INSTRUCTIONS

- 1.0 Submission Requirements:** The complete original proposal must be submitted in a sealed package and received in accordance with the instructions detailed in the cover letter. All proposals shall be marked **Wastewater Biosolids Hauling and Disposal Services**. Proposers shall file all documents necessary to support their proposal and include them with their proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated on the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.
- 1.1 Proposal Format:** Proposals shall include the following information, at a minimum:
- This Request for Proposal Document signed by the responsible party.
  - Detailed description of capabilities as requested.
  - Fee Proposals per instructions in Section III.
  - Description of vendor's staff location, capabilities, and roles.
  - References (municipal agencies and/or local businesses) with contact names and phone numbers.
  - All information requested in the request for proposal document.
- 1.2** It is the sole responsibility of the proposer to assure that they have received the entire Request for Proposal.
- 1.3** Proposers will be notified in writing of any change in the specifications contained in this RFP through an addendum.
- 1.4** No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the City of Sanibel.
- 1.5 Right of Rejection and for Additional Information:**
- Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.
  - Proposals received that fail to comply with these submittal requirements may not be considered for award. Further, the City of Sanibel reserves the right to reject any and all proposals from any proposer. There is no obligation for the City of Sanibel to enter into a contract on the basis of any proposal submitted in response to this document.

- c. Prior to the final selection, proposers may be required to submit additional information, to provide clarification of information, or to make oral presentations which the City may deem necessary to further evaluate the proposer's qualifications.

- 1.6 Requests for Clarification:** Any and all questions of proposers regarding this RFP, whether technical, procedural or otherwise, must be submitted in writing to [jason.goodrich@mysanibel.com](mailto:jason.goodrich@mysanibel.com) or by mail at the address designated in Section 1.14 below and must be received within TEN (10) days of the RFP due date. Only the interpretation or correction issued in writing by the City of Sanibel, through an Addendum to this RFP, shall be binding. The OWNER will arrange as addenda, which shall become a part of the Contract, all questions received as above provided, with decision regarding each. Addenda will be posted at least **FIVE (5)** days prior to the receipt of bids. It shall be the responsibility of the CONTRACTOR, prior to submitting a proposal, to check the Demandstar online marketplace to download any and all addenda associated with the project. CONTRACTOR shall acknowledge issued addenda on Addenda document page.
- 1.7 Denial of Reimbursement:** The City of Sanibel will not reimburse proposers for any cost associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.
- 1.8 Right of Withdrawal:** A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.
- 1.9 Right of Negotiation:** The City of Sanibel reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.
- 1.10 Exceptions to the RFP:** Proposers may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City of Sanibel and a description of the advantages to be gained or disadvantages to be incurred by the City as a result of these exceptions.
- 1.11 Rights to Submitted Materials:** All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by proposers shall become the property of the City of Sanibel when received.
- 1.12 Basis of Award:** Proposals will be evaluated according to the following criteria at a minimum:
- |    |  |
|----|--|
| 1. | Qualifications on Similar Sized Projects– 25 points.                                       |
| 2. | Municipal Experience – 10 points.  |
| 3. | Key Staff Project Understanding and Approach, Staff Ability, Location of Firm – 20 points. |
| 4. | Technical Capabilities / Reporting Systems - 20 points                                     |
| 5. | Cost Proposal – 25 points.   |
- 1.13 Copies:** An original of the proposal and supporting documents must be submitted in response to the RFP including a digital copy on a flash drive.

- 1.14 Contacts:** Proposers must submit proposals in accordance with the instructions contained in this RFP. All requested information must be submitted with the proposal. Instructions for preparation and submission of proposals are contained in this package. Questions regarding this request for proposal should be directed to:

City of Sanibel  
Public Works Department  
Jason Goodrich, Deputy Utilities Director  
800 Dunlop Road  
Sanibel, FL 33957  
Phone (239) 472-6397

- 1.15 Contract:** Fee for services will be negotiated with the selected Contractor, and the Contractor will be required to enter into a formal contract with the City of Sanibel based solely on the Scope of Services provided in this RFP or through any Addendums to this RFP.
- 1.16 Contract Term:** This Contract will be in-place for a five (5) year term with two (2) optional one (1) year renewals, if mutually agreed upon by the CITY and the CONTRACTOR. Each renewal or extension shall be automatically extended for automatic and successive additional terms, under the same terms, specifications, and pricing of the then current term, unless either party gives written notice to the other not fewer than ninety (90) days prior to the expiration of the then current term. The Contract unit price for optional renewals may be increased by a maximum percentage above the then current contract price, equal to that of the Consumer Price Index for All Urban Consumers (CPI-U), through notice sent in writing by the CONTRACTOR at least ninety (90) days prior to the expiration of the then current term, with written concurrence of the CITY. This Contract shall terminate either upon CONTRACTOR'S completion of such services, or shall otherwise terminate in accordance with the provisions of this Contract. The intent of this section is that no contract whether continued by a renewal, extension, or a combination of the two, will result in a term of more than seven years maximum without City Council approval.
- 1.17 Termination of Contract:** The City of Sanibel may cancel the contract at any time for breach of contractual obligations by providing the provider with a written notice of such cancellation. Should the City of Sanibel exercise its right to cancel the contract for cause, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the provider.
- 1.18 Cooperative Purchasing:** Other government agencies may be allowed to piggyback on this contract.
- 1.19 Compliance with Laws:** In connection with the furnishing of supplies or performance of work under the contract, the provider agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
- 1.20 Public Records:** Unless specifically exempted by Florida law, in whole or in part, Contractor shall comply with the requirements of Section 119.0701, Florida Statutes, which requires a City contractor, as defined therein, to comply with public records laws, and specifically to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**SANIBEL CITY CLERK**

**800 DUNLOP ROAD**

**SANIBEL, FLORIDA 33957**

**(239) 472-3700**

**[scotty.kelly@mysanibel.com](mailto:scotty.kelly@mysanibel.com)**

**1.21 E-Verify:** In compliance with Section 448.095, Fla. Stat., CONTRACTOR, and its sub-contractor must be registered with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- a. CONTRACTOR shall require each of its sub-contractors to provide CONTRACTOR with an affidavit stating that the sub-contractor does not employ, contract with, or sub-contract with an unauthorized alien. CONTRACTOR shall maintain a copy of the sub-contractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- b. The OWNER, CONTRACTOR, or any sub-contractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- c. The OWNER, upon good faith belief that a sub-contractor knowingly violated the provisions of this section, but CONTRACTOR otherwise complied, shall promptly notify CONTRACTOR, and CONTRACTOR shall immediately terminate the contract with the sub-contractor.
- d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section

may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONTRACTOR acknowledges that upon termination of this Agreement by the OWNER for a violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR further acknowledges that CONTRACTOR is liable for any additional costs incurred by the OWNER as a result of termination of any contract for a violation of this section.

- e. Subcontracts. CONTRACTOR or sub-contractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the sub-contractor to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in this section.

## **1.22 QUALIFICATIONS OF THE FIRM: (unless otherwise noted)**

- A. Contractor shall provide a description and history of the firm on previous governmental experience using the following guidelines:

1. Proposers will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein.
2. Recent experience demonstrating current capacity and current expertise in Wastewater Biosolids Hauling and Disposal.
3. Must have a minimum of 5 years' experience providing Wastewater Biosolids Hauling and Disposal for the municipal / governmental industry.
4. Proposers shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the City.

\*The City Reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory and reserves the right to reject proposals where evidence submitted, or investigation and evaluation indicates an inability of the proposer to perform.

- B. Provide at least three (3) references for which the firm has performed services that are similar to the requirements in the Scope of Services. Provide the reference contact name, address, e-mail address, telephone numbers, and date of the contract.

## **1.23 QUALIFICATIONS OF THE STAFF:** Provide an organizational chart, resumes if available, and summary of staff qualifications. Key project staff (management staff including, but not limited to, project manager / supervisor, personnel, etc.) must be full-time employees of the proposed firms and have experience in the following:

1. Experience demonstrating current capacity and current expertise in Wastewater Biosolids Hauling and Disposal. The proposer must demonstrate experience managing Wastewater Biosolids Hauling and Disposal for at least three (3) entities.

2. The awarded vendor's supervisory personnel will routinely be dealing with designated City personnel. The vendor will ensure these supervisors are conversant in English. Moreover, any of the awarded vendor's personnel who have regular interaction with City staff, take direction from City staff, and / or perform their duties in the absence of the vendor's supervisory personnel, will also be conversant in English.

**1.24 INSURANCE:** Contractor shall purchase and maintain such comprehensive general liability and other insurance as well as provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether such performance is by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be with insurers qualified to do business in Lee County, Florida.

**A. Types:** The types of insurance the Contractor is required to obtain and maintain for the full period of the Contract will be: Workers' Compensation, Commercial General Liability, and Automobile Liability as detailed in the following specifications:

1. Workers Compensation Insurance in compliance with Chapter 440, Florida Statutes, for all employees working under the contract. If any work is sublet, Contractor shall require subcontractors to provide the same statutorily required Workers' Compensation Insurance.
2. Commercial General Liability Insurance with minimum primary limits no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate limit.
3. Comprehensive Automobile Liability Insurance for all owned and non-owned vehicles which used or involved in any way for the services of Contractor pursuant to this Contract, such insurance limits at a minimum of \$100,000 for injuries per person, \$300,000 for injuries per accident, and \$50,000 for property damage per accident.

**B. Evidence:** As evidence of specified insurance coverage, the City may, in lieu of actual policies, accept a Certificate of Insurance on Accord Form 25 issued by the insurance carrier showing such policies in force for the specified period. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without thirty (30) days' notice in writing to be delivered by registered mail to the City. Should any policy be canceled before final payment by the City to the Contractor and the Contractor fails immediately to procure other insurance as specified, the City reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under this Contract.

**C. Adequacy of Performance:** Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be canceled before the end of the guaranty period and the Contractor fails immediately to procure other insurance as specified, the City reserves the right to procure such insurance and to charge the cost thereof to the Contractor.



**D. Payment of Damages:** Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.

**1.25 INDEMNIFICATION:** Proposer, at its own expense and without exception, in consideration of the first One Hundred Dollars (\$100.00) to be paid under this contract, the receipt and sufficiency of which is accepted, shall indemnify, defend, and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City of Sanibel, its employees, and agents, from all suits, actions or any other liability of any nature or kind, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed hereunder.

**1.26 TECHNICAL CAPABILITIES AND REPORTING:** Provide a description of the proposer's approach to the project, to include startup procedures/requirements, daily operations and overall management plans for City Wastewater Biosolids Hauling and Disposal, billing/invoices reporting procedures to the City.

**1.27 COST PROPOSAL:** Each proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the unit rates submitted by the Contractor for the first five (5) years and submitted on the cost proposal form for the services listed. This Contract will be automatically extended for (2) optional one (1) year renewals, if mutually agreed upon by the CITY and the CONTRACTOR. Each renewal or extension shall be automatically extended for automatic and successive additional terms, under the same terms, specifications, and pricing of the then current term, unless either party gives written notice to the other not fewer than ninety (90) days prior to the expiration of the then current term. The Contract unit price for optional renewals may be increased by a maximum percentage above the then current contract price, equal to that of the Consumer Price Index for All Urban Consumers (CPI-U), through notice sent in writing by the CONTRACTOR at least ninety (90) days prior to the expiration of the then current term, with written concurrence of the CITY. This Contract shall terminate either upon CONTRACTOR'S completion of such services, or shall otherwise terminate in accordance with the provisions of this Contract.



City of Sanibel

## SECTION II

### SCOPE OF WORK

#### 2.0 INTRODUCTION

The City of Sanibel, Florida, (the "City") is seeking Bids from qualified firms to perform the hauling and disposal of approximately 1.5 million gallons of liquid wastewater biosolids (sludge) annually, to enable the City to fully comply with all applicable requirements defined in the current operating permit issued by the Florida Department of Environmental Protection. Hauling will be on an as-needed basis from the City's Donax Wastewater Reclamation Facility (WRF) located at 930 Donax Street, Sanibel, Florida, 33957, to the designated (and properly permitted) Contractor(s) site(s). The City is seeking a firm or firms willing to accept the appropriate responsibility as defined in the current operating permit issued by the Florida Department of Environmental Protection

#### 2.1 SCOPE OF WORK

Successful Contractor(s) shall be responsible for the removal, hauling, and disposal of liquid wastewater biosolids (sludge) from the City of Sanibel Donax Water Reclamation Facility (WRF) located at 930 Donax Street, Sanibel, Florida, 33957, to the designated (and properly permitted) Contractor(s) site(s).

The City of Sanibel is currently permitted by the Florida Department of Environmental Protection to transfer biosolids generated by the Donax WRF to the Lee/Hendry County Regional Solid Waste Disposal Facility or a Class I solid waste landfill.

Any firm interested in providing wastewater biosolids hauling and disposal services to the City should submit a bid outlining at a minimum, the following information: 1) Charges (per gallon of liquid wastewater biosolids) for hauling and disposing of wastewater biosolids; 2) Evidence of FDEP approved disposal site in full compliance with the applicable provisions of the Florida Administrative Codes and Code of Federal Regulations as defined in the current operating permit issued by the Florida Department of Environmental Protection;

The selected firms will be required to enter into a one-time hauling contract with the City, which will include but not be limited to acceptance of responsibility for proper disposal of wastewater biosolids in full compliance with the applicable provisions presently written or modified in the current operating permit issued by the Florida Department of Environmental Protection.

No amount of work is or will be guaranteed or implied. The contract(s) to be awarded under this RFP will be utilized only in the event of specified tasks being issued. As such, no compensation will accrue to the VENDOR unless and until the contract is utilized in anticipation of a requested task. Potential VENDORS are solely responsible for their own costs of developing the proposal associated with this RFP.

#### 2.2 LEGAL REQUIREMENTS

Successful Contractor(s) must conform to all applicable statutes, regulations, and ordinances

of the Federal, State, and Local Governments, including all Florida Department of Transportation (FDOT) regulations.

### **2.3 ESTIMATED ANNUAL REQUIREMENTS**

The City's Donax WRF currently generates approximately 1.5 million gallons of liquid wastewater biosolids annually, held under aerobic conditions, at a total solids concentration of 3.5% or less.

### **2.4 COORDINATION WITH PLANT ACTIVITIES**

Contractor shall remove and haul wastewater biosolids from the Donax WRF during normal business hours (Monday through Friday 7AM-5PM). All activities performed by the Contractor shall be conducted in such a manner as to not disrupt the operation of the wastewater treatment facilities. The Contractor shall coordinate its activities with those of the City at the Wastewater Treatment Facilities. Contractor shall provide wastewater biosolids hauling and disposal services within seven (7) working days of the request.

### **2.5 RELIABILITY**

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

### **2.6 PRICES**

Bid prices will include all transportation and disposal fees, tipping fees, environmental and licensing fees, etc., if necessary. The City of Sanibel is a Municipality and, therefore, is tax exempt.

### **2.7 LIABILITY**

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

### **2.8 LICENSES AND PERMITS**

All equipment operated by & disposal site(s) used by the successful Contractor will be properly licensed and permitted. Licenses may be required by the State of Florida, Lee County, or the City of Sanibel to perform all or part of this work. Contractors should investigate and determine if they hold the necessary License(s) prior to bid submittal. Permitting may be required for all or part of the requested work. The contractor will be responsible for investigating and determining if permitting is necessary. The contractor will also be responsible for obtaining permits.

At a minimum, vendors must submit the following:

1. Certified and or qualified to complete the project per project specifications.
2. Prospective vendors, whether residents or nonresidents of Florida, must provide evidence of proper licensure with their Bids submittal. Such evidence must be in the form of copies of their Florida license which authorizes Bidder to perform the work.
3. Prospective vendors must hold the required license for the type of work to be performed at the time their bid response is submitted and for the duration of the contract.

4. Prospective vendors must provide a list of the permit(s) they determined are necessary to perform the requested work.

### **3 CITY AUTHORIZED DISPOSAL OF BIOSOLIDS (WASTEWATER SLUDGE)**

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

1. The City is required to keep hauling records to track the transport of biosolids. Therefore, the Contractor shall provide the following information on each of the delivery tickets submitted daily:

#### Source Facility

1. Date and time shipped
2. Amount of biosolids shipped
3. Name and ID Number of treatment facility
4. Signature of responsible party at source facility
5. Signature of hauler and name of hauling firm

#### Biosolids Treatment Facility or Treatment Facility

1. Date and time received
2. Amount of biosolids received
3. Name and ID number of source facility
4. Signature of hauler
5. Signature of responsible party at treatment facility.

### **3.1INSURANCE**

Contractor shall purchase and maintain such comprehensive general liability and other insurance as well as provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether such performance is by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be with insurers qualified to do business in Lee County, Florida.

- A. Types: The types of insurance the Contractor is required to obtain and maintain for the full period of the Contract will be: Workers' Compensation, Commercial General Liability, and Automobile Liability as detailed in the following specifications:

1. Workers Compensation Insurance in compliance with Chapter 440, Florida Statutes, for all employees working under the contract. If any work is sublet, Contractor shall require subcontractors to provide the same statutorily required Workers' Compensation Insurance.

2. Commercial General Liability Insurance with minimum primary limits no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate limit.
3. Comprehensive Automobile Liability Insurance for all owned and non-owned vehicles which used or involved in any way for the services of Contractor pursuant to this Contract, such insurance limits at a minimum of \$100,000 for injuries per person, \$300,000 for injuries per accident, and \$50,000 for property damage per accident.

- B. Evidence:** As evidence of specified insurance coverage, the City may, in lieu of actual policies, accept a Certificate of Insurance on Accord Form 25 issued by the insurance carrier showing such policies in force for the specified period. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without thirty (30) days' notice in writing to be delivered by registered mail to the City. Should any policy be canceled before final payment by the City to the Contractor and the Contractor fails immediately to procure other insurance as specified, the City reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under this Contract.
- C. Adequacy of Performance:** Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be canceled before the end of the guaranty period and the Contractor fails immediately to procure other insurance as specified, the City reserves the right to procure such insurance and to charge the cost thereof to the Contractor.
- D. Payment of Damages:** Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.



City of Sanibel

### SECTION III COST PROPOSAL

#### BID TABULATION RFP UT25-001/BS

#### Wastewater Treatment Plant – Wastewater Biosolids Hauling and Disposal Services

Contractor(s) shall remove, haul/transport, and dispose of liquid wastewater biosolids (sludge) from the City of Sanibel Donax Water Reclamation Facility (WRF) located at 930 Donax St., Sanibel, Florida 33957, to the designated (and properly permitted) Contractor site(s).

#### Wastewater Biosolids Hauling and Disposal

Task	DESCRIPTION	COST	UNIT
1	<b>Wastewater Biosolids Hauling and Disposal Services</b>  Provide all labor, equipment, permits, tipping fees, and all other associated costs to properly remove, transport, and dispose of liquid wastewater biosolids to the designated (and properly permitted) Contractor site(s).	Year One \$ _____	/1,000 Gallons Wet
		Year Two \$ _____	/1,000 Gallons Wet
		Year Three \$ _____	/1,000 Gallons Wet
		Year Four \$ _____	/1,000 Gallons Wet
		Year Five \$ _____	/1,000 Gallons Wet

ADDENDA

Receipt of Addenda No's. \_\_\_\_\_ is hereby acknowledged.

Respectfully submitted,

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

Individual (\_\_\_) Partnership (\_\_\_) Corporation (\_\_\_)

(Please select type of business above)

(SEAL)

Signed \_\_\_\_\_

Name (print) \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

DATE:

\_\_\_\_\_

NOTE: The legal status of the bidder, whether as an individual, partnership or corporation, must be indicated above, and all pertinent information as required of the Specifications must be furnished.

## SPECIMEN FORM OF CONTRACT

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Sanibel, a Florida municipal corporation, (hereinafter called the "OWNER") and \_\_\_\_\_, (hereinafter called "CONTRACTOR").

In consideration of the covenants, payments and agreements hereinafter set forth, agreed by the parties to be sufficient consideration, OWNER and CONTRACTOR hereby agree as follows:

1. Contractor(s) shall be responsible for the removal, hauling, and disposal of liquid wastewater biosolids (sludge) from the City of Sanibel Donax Water Reclamation Facility (WRF) located at 930 Donax Street, Sanibel, Florida, 33957, to the designated (and properly permitted) Contractor(s) site(s).
2. The CONTRACTOR agrees to perform all of the work described in the attached Hauling and Disposal Services and the Contract Documents for the total sum of \$\_\_\_\_\_ per 1000 gallons for year one, \$\_\_\_\_\_ per 1000 gallons for year two, \$\_\_\_\_\_ per 1000 gallons for year three, \$\_\_\_\_\_ per 1000 gallons for year four and , \$\_\_\_\_\_ per 1000 gallons for year five, and said amount being the yearly price as listed on the Contractor's bid proposal form as submitted for this project.
3. The term "Contract Documents" means and includes the following documents, all of which together with this Contract Document shall constitute the Contract between the parties:
  - A. Request for Proposal
  - B. Section I – Information & Instructions
  - C. Section II – Scope of Work
  - D. Section III – Cost Proposal

In the event of any conflict between the terms or provisions of this Contract Document and any other document listed above, the terms and provisions of this Contract Document shall prevail.

4. The OWNER shall pay CONTRACTOR for such hauling and disposal services in the manner and at such times as set forth in the General Conditions for Bid.
5. The term of this Agreement shall be from \_\_\_\_\_ , \_\_ 2025, to \_\_\_\_\_ , \_\_ 2030. This Contract will be in-place for a five (5) year term with two (2) optional one (1) year renewals, if mutually agreed upon by the CITY and the CONTRACTOR. Each renewal or extension shall be automatically extended for automatic and successive additional terms, under the same terms, specifications, and pricing of the then current term, unless either party gives written notice to the other not fewer than ninety (90) days prior to the expiration of the then current term. The Contract unit price for optional renewals may be increased by a maximum percentage above the then current contract price, equal to that of the Consumer Price Index for All Urban Consumers (CPI-U), through notice sent in writing by the CONTRACTOR at least ninety (90) days prior to the expiration of the then current term, with written concurrence of the CITY. This Contract shall terminate either upon CONTRACTOR'S completion of such services, or shall otherwise



terminate in accordance with the provisions of this Contract. The intent of this section is that no contract whether continued by a renewal, extension, or a combination of the two, will result in a term of more than seven years maximum without City Council approval.

6. CONTRACTOR shall obtain, have and maintain during the entire period of this Agreement, at least the following insurance coverage:
  - A. Worker's Compensation Insurance meeting the statutory requirements for all employees engaged by CONTRACTOR for any services pursuant to this Contract.
  - B. General Commercial Liability with minimum primary limits no less than \$100,000 each occurrence and \$1,000,000 combined single limits or its equivalent.
  - C. Comprehensive Automobile Liability Insurance for all owned and non-owned vehicles which shall be used or involved in any way for the services of CONTRACTOR pursuant to this Contract, such insurance limits at a minimum of \$25,000 per person and \$50,000 bodily injury each accident.
7. OWNER shall be provided Certificates of Insurance prior to Contractor's commencement of any services or operations pursuant to the terms of this Contract as verification of such insurance coverage. The insurance shall contain a provision which prohibits any changes or material alterations in the coverage unless the OWNER is provided at least ten (10) days prior written notice, in writing, to the attention of Sanibel City Manager, 800 Dunlop Road, Sanibel, Florida, 33957. Further, the OWNER shall be added as an additional insured for purposes of all insurance coverage.
8. CONTRACTOR agrees that the personnel retained and employed by CONTRACTOR to perform the services set forth in this Contract shall always be employees of the CONTRACTOR and that all such employees shall be covered by the Worker's Compensation Insurance noted above.
9. CONTRACTOR hereby agrees to indemnify and hold OWNER, OWNER's officials, agents and employees harmless from and against any and all legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages or expenses are in any way caused by the Contractor's negligent acts, errors, or omissions arising out of Contractor's performance of services as set forth in this Contract. Upon completion of all services, obligations, and duties provided for in this Contract, or if this Contract is terminated for any reason, the terms and conditions of this section shall survive. The first \$10.00 paid under the terms of this Contract shall constitute consideration for the indemnity and hold harmless provision, such consideration acknowledged by CONTRACTOR to be sufficient. This indemnity obligation shall not extend to any damages, costs, expenses, claims, suits, actions, or other liability related to or arising out of the negligent or more culpable conduct of the OWNER, its employees, and agents.
10. This Contract can be terminated by either party, with or without cause, upon 60 days prior written notice to the other party.
11. This Contract may be terminated by OWNER in the event of a material breach by CONTRACTOR which CONTRACTOR fails to cure or remedy after five (5) days prior written notice by OWNER.

12. This Agreement may not be assigned by CONTRACTOR to any other party without the prior written consent of OWNER, such consent to be at the sole discretion of OWNER.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials.

ATTEST:

OWNER: CITY OF SANIBEL

\_\_\_\_\_  
Scotty Lynn Kelly, MMC City Clerk

BY: \_\_\_\_\_

Dana Souza, City Manager

\_\_\_\_\_  
Witness #1 Signature

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_  
Witness #1 Printed Name

BY: \_\_\_\_\_

Owner / Authorized Agent Signature

\_\_\_\_\_  
Witness #2 Signature

\_\_\_\_\_  
Owner / Authorized Agent Printed Name

\_\_\_\_\_  
Witness #2 Printed Name

EMAIL ADDRESS:

\_\_\_\_\_

APPROVED AS TO FORM: \_\_\_\_\_  
John Agnew, City Attorney

\_\_\_\_\_  
Date

