



ITB #21-004

**MATERIAL & LABOR TO DISPOSE OF DOMESTIC WASTEWATER
TREATMENT PLANT BIOSOLIDS
(AMENDED 11/16/20)**

**LISA OSHA, PURCHASING AGENT
368 SOUTH COMMERCE AVENUE
SEBRING, FL 33870**

Email: purchasing@mysebring.com

PROJECT MANAGER:

MARY JANE FAIRCLOTH, WASTEWATER SUPERVISOR



ITB #21-004: MATERIAL & LABOR TO DISPOSE OF DOMESTIC

WASTEWATER TREATMENT PLANT BIOSOLIDS

COMMODITY CODES: 96239, 95812, 96871, 96896

Specifications & General Terms and Conditions may be obtained at VendorRegistry.com. Bid plans, if any, can be obtained by emailing a request to purchasing@mysebring.com. Any questions regarding the specifications, terms and conditions, and/or the bidding process should be submitted at purchasing@mysebring.com. It shall be the bidders' responsibility to check VendorRegistry.com for amendments/changes made to the document and/or any addendums posted.

Sealed bids must be marked with the ITB number and **delivered by U.S. mail or courier** to the **City of Sebring Purchasing Office Attn: Lisa Osha, 368 S. Commerce Ave., Sebring, FL 33870** so as to reach the said office no later than **3:00 p.m., on Tuesday, December 8, 2020**, of the official time clock in the purchasing office, at which time they will be opened. Bids received later than the date and time specified will be rejected. The City will not be responsible for the late delivery of any bids that are incorrectly addressed by mail or any other type of delivery service. The Sebring City Council reserves the right to accept or reject any or all bids or any parts thereof; and the award; if an award is made, will be made to the most responsible bidder whose bid and qualifications indicate that the award will be in the best interest of the City of Sebring. The council reserves the right to waive irregularities in the bid.

The submitting firm will be required to comply with all applicable laws, regulations, rules and ordinances of local, state and federal authorities having jurisdiction, including, but not limited to: all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41 CFR Part 60-1, 33 F.2 7804); all provisions of the Public Entity Crimes (Fla. Stat. §287.133, et seq, as amended) and the provisions in Fla. Stat. §287.134, et seq, as amended, regarding discrimination.

Lisa Osha,
Purchasing Agent
Sebring, Florida

Official Publication: VendorRegistry.com

Dates: November 13, 2020 – December 8, 2020

SECTION 1 – DEFINITIONS

ADDENDA - Written and graphic documents issued prior to the receipt of bids to modify or interpret the bid documents.

AGREEMENT - The written instrument which is evidence of the agreement between City and Contractor covering the work.

BID or PROPOSAL - The offer or bid of a bidder or proposer submitted on the prescribed form setting forth the prices for the work to be performed.

BID BOND - A bond or other form of security offered by a bidder to the City soliciting the bid which guarantees that the bidder, if awarded the bid, will enter into a contract within a specified period of time and will furnish any required payment and performance bonds. If the bidder or proposer refuses to honor its bid, the bidder or proposer and bond surety or guarantor are liable on the bond for any additional costs the City incurs in hiring others to fulfill the contract, not to exceed the amount of the bid bond. A cashier's check or irrevocable line of credit on an acceptable bank, issued in the name of the City and in the required amount of the bid bond, may be substituted for a bid bond.

BID DOCUMENTS - The bid requirements, the Official Bid Form, instructions to bidders, the standard terms and conditions, plans and specifications, and the proposed contract documents. Include the "Public Notice of Request for bids," "General Information and Instructions for Bidders," "Standard Terms and Conditions," "Drug Free Workplace," "Agreement," "Specifications," and any Acknowledgement of Addenda issued prior to receipt of bids.

BIDDER, PROPOSER, OR OFFEROR – Bidder, proposer, or offeror shall have the same meaning; the individual or entity who submits a bid in response to an Invitation to Bid or Request for Proposal by the City.

BIDDING REQUIREMENTS - The Advertisement or Invitation to Bid or Request for Bids, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

CHANGE ORDER - The signed contract serves to define the terms and conditions for the services, work, or project as described in the bid and contract documents. A Change Order shall be considered a written order to the Contractor signed by the City, after execution of the contract, authorizing a change in the work or an adjustment in the contract price or the contract time.

CONTRACT - The entire and integrated agreement between the Contractor and the City, defining its terms and conditions, which supersedes all prior negotiations, representations or agreements, either written or oral.

CONTRACTOR - Any person having a contract, agreement or purchase order with the City.

CONTRACT DOCUMENTS - Those items so designated in the agreement. Only printed or hard copies of the items listed in the agreement are contract documents.

CITY OR OWNER - The City of Sebring, a Florida municipal corporation - The entity for whom the work is to be performed. City Hall, 368 South Commerce Avenue, Sebring, Florida 33870, phone 863-471-5100.

LOCAL BUSINESS - Having a fixed office or distribution point located in and having a street address within the City of Sebring first, then Highlands County, Florida second, for a least six (6) months immediately prior to the issuance of the competitive bid, request for quotation, or invitation for bid by the City of Sebring; and holds a business license required by the City of Sebring.

LUMP SUM BID PRICE - The amount stated on the "Bid Form" for which the Proposer offers to provide a service as described in the bid documents.

NOTICE OF AWARD - The written notice by the City to the successful bidder or proposer, including instructions and conditions which are to be complied with in a designated time and stating that upon that timely compliance with all conditions listed therein, the City will execute the agreement and contract documents and provide the Contractor with a notice to proceed.

NOTICE TO PROCEED OR PURCHASE ORDER - A written notice given by the City stating the date on which the contract time will commence and when the Contractor shall start to perform the work under the contract documents.

PAYMENT BOND - A payment bond guarantees that the Contractor will pay suppliers, laborers, and subcontractors (subject to contract terms) for labor and materials. Generally, payment and performance bonds are issued together as one bond, termed a "Performance and Payment Bond." The bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the contract documents.

PERFORMANCE BOND - A performance bond guarantees the City that the Contractor will complete the contract according to its terms including price and time. Generally, payment and performance bonds are issued together as one bond, termed a "Performance and Payment Bond." The bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the contract documents.

PROJECT - The total construction of which the work to be performed under the contract documents may be the whole, or a part.

SITE - Lands or areas indicated in the contract documents as being furnished by City upon which the work or project is to be performed, including right-of-ways and easements for access thereto, and such other lands furnished by the City which are designated for the use of Contractor.

SPECIFICATIONS - The written requirements for materials, equipment, construction systems, standards, and workmanship for the work, and performance of related services.

SUBCONTRACTOR - An individual or entity having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the work at the site.

SUBSTANTIAL COMPLETION - The time at which the work (or a specified part thereof) has progressed to the point where the work (or a specified part thereof) is sufficiently complete, in accordance with the contract documents, so that the work (or a specified part thereof) can be utilized for the purposes for which it is intended.

SUCCESSFUL BIDDER OR PROPOSER - The bidder or proposer to whom the City provides written notice of award.

UNIT PRICE BID - The amount stated on the "Bid Forms" as a price per unit of measurement for services as described in the bid documents.

WORK - Construction and services required by the contract, whether completed or partially completed and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

SECTION 2 - GENERAL TERMS AND CONDITIONS (Rev 7/2020)

All responses shall become the property of the City of Sebring. The City, at its discretion, reserves the right to waive minor informalities or irregularities in any response, to reject any and all responses, in whole or in part, with or without cause, and to accept that response, if any, which in its judgment will be in its best interest.

COMPLIANCE WITH APPLICABLE LAWS:

The submitting firm will be required to comply with all applicable laws, regulations, rules and ordinances of local, state and federal authorities having jurisdiction, including, but not limited to: all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41 CFR Part 60-1, 33 F.2 7804); all provisions of the Public Entity Crimes (Fla. Stat. §287.133, et. seq, as amended); shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable; shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3); shall comply with section 6002 of the Solid Waste Disposal Act, Environmental Protection Agency (EPA) at 40 CFR part 247; and the provisions in Fla. Stat. §287.134, et seq, as amended, regarding discrimination.

City of Sebring in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Statute 252) (49 CFR, Part 23), hereby notifies all bidders/proposers that it will require that affirmative efforts be made to ensure participation by minorities in any contract for services entered into pursuant to this advertisement. Minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for selection.

Contractor acknowledges that City is a drug-free workplace. Contractor covenants that all employees of the Contractor working on City property shall be subject to the implementation of all possible provisions to maintain a drug-free environment and that Contractor will adhere to the provisions of Florida Statute 287.087.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

Contractor represents that it is not subject to a System for Award Management (SAM) exclusion and has not been debarred, suspended or otherwise excluded as a party declared eligible under statutory or regulatory authority to receive Federal grant funds.

The contractor is required to keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service sought herein. The Contractor is required to provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Ch. 119.07 et seq, Fla. Stat. or as otherwise provided by law. The contractor must ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed

except as authorized by law and must meet all requirements for retaining public records and transfer, at no cost, to the City 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 City in a format that is compatible with the information technology systems of the City.

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 863-471-5100, 368 S. Commerce Ave., Sebring FL 33870, or kathyhaley@mysebring.com.

Successful bidder shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the services and the protection of persons and property.

ACCEPTANCE AND WARRANTY: Neither the final certificate of payment nor any provision in this document, or partial or complete use of the project by the City shall constitute an acceptance of work not done in accordance with the contract document or relieve the Contractor of liability in respect to any expressed or implied warranties or responsibilities for faulty material or workmanship. Contractor shall remedy any defects and pay for any damages resulting there from which appear within a period of one year after final acceptance of the work unless otherwise stated in the specifications herein.

ADDENDUMS: If it becomes necessary to revise or amend any part of this document, an addendum will be issued and will be posted on VendorRegistry.com. **It shall be the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.**

ADDITIONAL WORK: Contractor may recommend additional work needed in addition to the original specifications. City purchasing policies will be followed for such additional work.

ASSIGNMENT: Awarded Contractor shall not assign this contract, in whole or in part, or any monies due hereunder, without the written consent of the City.

BONDING: Not applicable to this solicitation.

CHANGE ORDERS: The signed contract serves to define the terms and conditions for the services, work or project as described in the bid and contract documents. A Change Order shall be considered a written order to the Contractor signed by the City, after execution of the contract, authorizing a change in the work or an adjustment in the contract price or the contract time.

CITY EMPLOYEES AND FAMILY MEMBERS are eligible to submit a bid for this contract, but in doing so they must file Form 3A "Interest in Competitive Bid for Public Business" with the Highlands County Supervisor of Elections and submit a copy of the form with their submittal. Under Florida Statute 112.313 this includes "...public officers and employees, their spouses, and their children..."

CONTACT INFORMATION: Lisa Osha, Purchasing Agent, purchasing@mysebring.com. Any interpretation, clarification, correction or change to this document will be made by written addendum issued by the City Purchasing Department and posted on VendorRegistry.com. **Any oral or other type of communication concerning this document shall not be binding.**

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 City posting the notice of staff recommendation, excluding Saturdays, Sundays, and state holidays, any employee or official of the City concerning any aspect of this solicitation, except in writing to the purchasing agent or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

COPYRIGHTS:

1) If awarded a contract, the contractor agrees that the work requested herein is “work for hire” and shall irrevocably transfer, assign, set over, and convey to the City all right, title, and interest, including sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the contract. The contractor further agrees to execute such documents as the City may request to effect such transfer or assignment.

2) Further, the Contractor agrees that the rights granted to the City by this section are irrevocable. Notwithstanding anything else in this invitation, the contractor’s remedy in the event of termination of or dispute over any agreement entered into as a result of this invitation shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred in this section. Similarly, no termination of any agreement entered into as a result of this invitation shall have the effect of rescinding, terminating, or otherwise invalidating the rights acquired pursuant to the provisions of this “Copyright” section.

3) The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as part of any agreement entered into as a result of this invitation is prohibited unless the City approves the use of subcontractors or third parties in writing in advance and such subcontractors or third parties agree to include the provision of this section as part of any contract they enter into with the contractor for work related to this contract.

4) If anything included in a deliverable limit the rights of the City to use the information for its own internal use, the deliverable shall be considered defective and not acceptable.

DAMAGE TO PROPERTY: Contractor agrees that all City or third party owned property that is damaged by the Contractor’s personnel or equipment shall be repaired or replaced promptly, at Contractor’s expense.

DEFAULT: In any action brought by either party for the interpretation or enforcement of obligations of either party, including appeals, the prevailing party shall be entitled to recover reasonable attorney fees, court and other costs from the non-prevailing party, whether incurred before or at trial, on appeal, in bankruptcy, or in post judgment collections.

DOCUMENT DEEMED AS A CONTRACT: In the event that the Sebring City Council awards the project described herein to a Contractor(s), and/or a purchase order is processed then this document shall become a legally binding contract unless a separate document is drawn up by the City Attorney in which case the Attorney’s contract is primary and this document is secondary.

DUE CARE AND DILIGENCE has been exercised in the preparation of this document and all information contained herein is believed to be substantially correct; however, the responsibility for determining the full extent of the service required rest solely with those making response. Neither the City nor its representative shall be responsible for any error or omission in the responses submitted, nor for the failure on the part of the respondents to determine the full extent of the exposures.

EARLY TERMINATION: City may, by written notice, terminate the contract in whole or in part at any time, either for City's convenience or because of failure of Contractor to perform any material provision or portion of the services or project, including a failure to pay vendors, suppliers, or sub-subcontractors as required and failure to undertake adequate safety measures during the performance of the services or project. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performance of the contract, whether completed or in process, shall be delivered to City. If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services. If the termination is due to failure to fulfill the Contractor's obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the City for any additional cost occasioned to the City thereby. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, adjustment in the contract price shall be made as described in the first sentence of this paragraph.

EQUIPMENT: Contractor will provide, at Contractor's expense, all machinery, equipment, tools, superintendence, labor, insurance, and all other accessories necessary to provide the product(s) or service(s) in accordance with the description of the work described herein.

INDEPENDENT CONTRACTOR: The parties expressly recognize that the relationship between the City/CRA and the Contractor is that of independent contractors, and that neither Contractor nor any of its servants, agents, or employees shall ever be considered as an agent, servant, or employee of the City/CRA.

INSPECTION & CORRECTION OF WORK: All work done by the awarded Contractor will be monitored by an authorized designated City employee. Contractor shall notify the designated person of completion of each cycle within twenty-four hours of such completion. The designated contact person will then inspect the work and if they find it has not been done satisfactorily, said work shall be promptly corrected by the Contractor at the Contractor's expense.

INSURANCE REQUIREMENTS: Unless otherwise stated in the specifications, the following insurance requirements must be met before delivery of goods and services:

Contractor, upon its part, agrees to protect, indemnify, save harmless, and insure the City from any liability to any persons for injuries to the person, including homicide, or damage to property, resulting from the acts or omissions of the Contractor for performing its obligations under this contract. The parties expressly recognize that the relationship between the City and the Contractor is that of independent contractors, and that neither Contractor, nor any of its servants, agents, or employees shall ever be considered to be an agent, servant, or employee of the City. Contractor shall obtain and maintain, at Contractor's expense, the following insurance and shall not commence work hereunder until such insurance is obtained and approved by the City:

1) The respondent shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the

inception date of claims made coverage. If such CGL contains a general aggregate limit, it shall apply separately to this project in the amount of \$2,000,000. CGL insurance shall include bodily injury and property damage liability for premises, products, and completed operations, and personal injury.

2) The respondent shall maintain, during the life of the contract, comprehensive automobile liability insurance in the amounts of \$300,000 combined single limit for bodily injury and property damage to protect the respondent from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the respondent or by anyone directly or indirectly employed by the respondent.

3) Worker’s Compensation coverage is to apply to all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers’ Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

4) Evidence of Insurance shall be furnished by the vendor to the City of Sebring. Certificates of insurance are to be signed by a person authorized by the insurer to bind coverage on its behalf. The City of Sebring is to be specifically included as additional insured on all policies except workers’ compensation. If the vendor is exempt from workers’ compensation requirements they are to submit a DWC-252 Certificate of Exemption Form. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued 30-days prior to the expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the City of Sebring before the commencement of work activities.

LICENSING: Bidders shall be fully licensed in the state of Florida and shall comply with all applicable laws, regulations, rules, and ordinances of local, state, and federal authorities having jurisdiction. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any respondent from its obligation to honor its response and to perform completely in accordance with its response. Proof of all relevant licenses is required as part of your bid submittal.

LIQUIDATED DAMAGES: Not applicable to this solicitation.

LOCAL PREFERENCE: Preference shall be based on the following scale:

	Highlands County (Outside City Limits)	City of Sebring (Inside City Limits)
\$0 - \$249,999.99 =	5%	7%
\$250,000 - \$999,999.99=	4%	4%
\$1,000,000-1,999,999.99 =	3%	3%
\$2,000,000 and over =	2%	2%

Verification shall be made through Property Appraiser’s records.

1) Local Business Definition

“Local business” shall mean a business in which:

A) Has a fixed office or distribution point located in and having a street address within the City of Sebring first, then Highlands County, Florida second for at least six months (i.e. utility bills)

immediately prior to the issuance of the competitive bid, request for quote, or request for proposal by the City of Sebring, and

B) Holds a business license required by the City of Sebring.

2) Local Preference Process

A) The Purchasing Agent will review all bids or quotes received. The Purchasing Agent will determine if the local vendor preference policy applies.

B) If it is determined that the bid of a local vendor is within the applicable percentage range (see previous chart) of the lowest responsive and responsible non-local vendor, the local vendor is notified in writing of the opportunity to match the lowest bid/quote.

C) The local vendor shall accept or reject matching the low bid within three (3) business days of notification. The notification shall be in writing and directed to the Purchasing Agent.

D) If the local vendor chooses not to match the lowest bid, the next qualified local bidder, if any, has the right to do so.

E) When the solicitation is based upon an evaluation process rather than low bid, a factor in the evaluation of proposals shall be whether the proposal is submitted by an eligible local vendor. Five percent (5%) of the total points shall be awarded to an eligible local vendor in the evaluation process.

MULTIPLE RESPONSES: If submitting a response for more than one bid, each bid must be in a separate envelope and correctly marked.

NOTICES: All notices provided under or pursuant to this contract shall be in writing, either by hand delivery or first class certified mail – return receipt requested.

PAYMENTS: All payments must be approved by Sebring City Council, which meets the first and third Tuesday of each month. To be considered for payment at any meeting, the invoice must be signed by the department head and received by Accounts Payable, 368 South Commerce Avenue, Sebring, Florida 33870 one week prior to a City Council meeting. Separate invoices must be rendered for each purchase order.

PERFORMANCE & WORKMANSHIP: Contractor shall, in good workmanlike manner, perform all services pursuant to the specifications. Should the Contractor fail to provide prudent and competent professional service, the City may notify the Contractor in writing stating the City's intention to terminate the contract and stating the reasons therefore. Unless Contractor remedies such default or has made satisfactory arrangements with the City for such remedy within five (5) business days after service of said notice upon Contractor, this contract may be terminated by the City. In the event of such termination, the City may take over and complete the work at the expense of the Contractor. The Contractor shall be liable to the City for any excess costs the City incurs.

PRE-BID MEETING: Not applicable to this solicitation.

PREPARATION COSTS: The City will not reimburse respondent(s) for any costs associated with the preparation and submittal of any responses.

PRICE: City shall pay the awarded Contractor the sum stated on the "Official Bid Form" page of this packet in exchange for the products or services rendered as described herein. The bid price shall be fixed and firm for the period of this contract. Any change in price may result in the cancellation of the purchase order and/or agreement.

PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted herein and the contract shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

PURCHASING AGREEMENT WITH OTHER PUBLIC AGENCIES: All bidders/proposers submitting a bid/proposal for annual contracts agree that, if awarded, such bid/proposal also constitutes an offer to all public entities within the State of Florida, including Highlands County Board of County Commissioners, City of Avon Park, the Town of Lake Placid, and the Highlands County School Board, under the same terms and conditions, for the same price, and for the same effective period, should the bidder/proposer feel it is in their best interest to do so. Bidder/proposer shall note any exception to this requirement.

PURCHASE CARDS: When accepted by the vendor, transactions totaling \$5,000.00 or less may be paid by purchase card. Purchase cards can be used as an alternate form of payment for contracted services which are a result of the competitive bidding process.

PURCHASE ORDERS are required by the City of Sebring when a contract/agreement is established as a result of the competitive bidding process. Once the contract/agreement is in effect, it will be the responsibility of the department to submit a request for a purchase order. The purchasing office will generate the purchase order, which is then emailed to the vendor at the email address provided by the vendor, as well as the department initiating the request.

RENEWAL: The City reserves the option to renew the period of this contract, or any portion thereof, for a number of terms as stated herein.

RESTRICTIONS: Time restrictions are not permissible. Bids offered which include such restrictions will be rejected. Any variations from this specification shall be indicated on the bid and explained in detail on a separate attachment to the bid.

RESPONSES/BIDS are due and must be received in accordance with the instructions given in the announcement page. Responses/bids received later than the time designated will be deemed as non-responsive and will not be considered. Responses/bids must be signed by an individual of the respondent's organization legally authorized to commit the respondent's organization to the performance of the product(s) and/or service(s) contemplated by this document.

STATEMENT OF INDEMNIFICATION – The Contractor/Consultant hereby acknowledges and confirms that the contract price includes the consideration for this indemnification / hold harmless. The Contractor/Consultant shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses, (including economic losses), costs, including attorney fees and all costs of litigation, and judgments of every name and description arising out of, or incidental to the performance of this contract, unless caused by the sole negligence of the City, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney fees (including appellate, bankruptcy, or patent council fees), incurred by the City to enforce this agreement shall be borne by the Contractor. This indemnification shall also cover all claims brought against the City, its elected officials, employees, agents, or volunteers by any employee of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The Contractor's obligation under this article shall be limited to \$10,000,000 and shall not be limited in any way to the agreed upon contract price as shown in this contract or the Contractor's limit of all services, obligations, and duties provided for

in this contract, or in the event of termination of this contract for any reason, the terms and conditions of this article shall survive indefinitely.

SUBCONTRACTOR: If subcontracting has been agreed upon by the parties herein and made a part of the terms of this contract, the Contractor shall be responsible for monitoring all subcontractors to make sure all conditions of the contract are being executed. Furthermore, the City has the right to refuse subcontractors work on the project.

TERM: This contract shall be good for one (1) year beginning on December 28, 2020 or on the effective date of the contract, whichever is sooner. This contract will automatically be extended for up to two (2) additional one (1) year terms, unless either party notifies the other in writing within sixty (60) days of expiration that they do not wish to continue the contract as written.

TERMINATION: Should Contractor violate any provision in this document, City may notify Contractor, in writing, stating the City's intention to terminate the contract and stating the reasons thereof. Unless Contractor remedies such default or has made satisfactory arrangements with the City for such remedy within five (5) business days after service of said notice upon Contractor, this Contractor may be terminated by the City.

TIME: Time is of the essence of this agreement.

PROTEST: Failure to file a protest within the time prescribed in the City of Sebring's Purchasing Policy shall constitute a waiver of the bidder's right to protest.

BIDDERS ARE URGED TO PROMPTLY REVIEW THE REQUIREMENTS OF ALL SPECIFICATIONS AND SUBMIT QUESTIONS FOR RESOLUTIONS AS EARLY AS POSSIBLE DURING THE BID PERIOD. QUESTIONS OR CONCERNS MUST BE SUBMITTED IN WRITING TO THE PURCHASING AGENT DURING THE BID PERIOD AND SHALL BECOME PART OF THE BID PACKAGE. ALL QUESTIONS WILL BE ANSWERED UP FIVE (5) DAYS PRIOR TO THE BID OPENING. ALL QUESTIONS SHOULD BE SUBMITTED TO PURCHASING@MYSEBRING.COM. ALL ANSWERS WILL BE POSTED AS AN ADDENDUM ON VENDORREGISTRY.COM. OTHERWISE, THIS WILL BE CONSTRUED AS ACCEPTANCE BY THE BIDDERS THAT THE INTENT OF THE SPECIFICATIONS IS CLEAR AND THAT COMPETITIVE BIDS MAY BE OBTAINED AS SPECIFIED HEREIN. PROTESTS WITH REGARD TO SPECIFICATION DOCUMENTS SHALL NOT BE CONSIDERED AFTER BIDS ARE OPENED.

SECTION 3--ADDITIONAL TERMS AND CONDITIONS

1) Information or Clarification

Bidders are urged to promptly review the requirements of all specifications and submit questions to the Purchasing Agent at purchasing@mysebring.com for resolutions as early as possible during the bid period. All questions will be answered up five (5) days prior to the bid opening and posted on the official solicitation website, VendorRegistry.com. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive bids may be obtained as specified herein. Protests with regard to specification documents shall not be considered after bids are opened.

2) Development Costs

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to the RFP. Respondents should prepare their submittals simply and economically, providing a straightforward and concise description of the respondent's ability to meet the requirements of the RFP.

3) Equal Opportunity

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises.

4) Copeland "Anti-Kickback" Act

The Contractor must comply with the Copeland "Anti-Kickback" Act, 18 USC 874 as supplemented in Department of Labor regulations, 29 CFR Part 3, prohibiting employers from inducing any person employed to give up any part of the compensation to which he or she is otherwise entitled.

5) Public Entity Crimes

Pursuant to § 287.133(2)(a), Fla. Stat., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in § 287.017, Florida Statutes, for CATEGORY TWO purchases for a period of 36 months following the date of being placed on the convicted vendor list.

6) Legal Requirements

Federal, State, County, and local laws ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the respondent will in no way be cause for relief from responsibility.

7) Wage Rates/Equal Employment Opportunity

Wage rates for laborers, mechanics and apprentices shall not be less than those established by the Florida Department of Labor and Employment Security and/or the United States Department of Labor for the work herein. The Contractor must insure Equal Employment Opportunity as part of the awarded contract and also subcontracts awarded by the contractor.

SECTION 4–PURPOSE OF PROJECT

The City of Sebring (to be identified as the City in this document) is seeking the services of a qualified and licensed contractor to dispose of domestic Wastewater Treatment Plant Biosolids from its aerobic digesters located at five City owned wastewater treatment facility locations. Disposal is not limited to land applications. All FDEP approved methods will be evaluated, however dewatering is preferred.

SECTION 5 – SCOPE OF WORK

1) The vendor will dispose of domestic wastewater biosolids from the following locations:

PLANT	GPS LOCATION	VOLUME MGD ANNUAL	DIGESTER SIZE
Cemetery Road	27d 30' 18" N & 81d 25'19" W	<u>2.000 mgd</u> Approx. 2,000,000	2- 130,000 gal
Western Blvd	27d 29' 47" N & 81d 30' 49" W	<u>.200 mgd</u> Approx. 200,000	1-80,000 gal
Airport	27d 27' 43" N & 81d 21' 05" W	<u>.075 mgd</u> Approx. 75,000	1-75,000 gal

Highlands Ridge	27d 32' 14" N & 81d 25' 37" W	<u>.095 mgd</u> Approx. 95,000	1-20,000 gal
Country Club of Sebring	27d 27' 07" N & 81d 31' 28" W	<u>.120 mgd</u> Approx. 120,000	1-7,225 gal

- a) **It shall be the responsibility of the vendor to seek and permit a minimum of two disposal sites.** The City does not have a designed disposal site. There are no such sites on or near plant locations.
- b) Sebring Airport WWTP facility biosolids will be disposed at a biosolids treatment facility of the vendors' choice. Use of an alternative biosolids treatment facility requires submittal of a copy of the agreement pursuant to Rule 62-640.880(1) (c) along with a written notification to the FDEP at least 30 days before transport of the biosolids. Sebring Airport facility biosolids are typically disposed of once yearly.
- 2) Proper disposal of Domestic Wastewater Biosolids in accordance with all state and federal rules and regulations.
- a) Successful vendor must be able to begin disposal within 48 hours of notification.
- b) **It will be the responsibility of the bidder to meet the requirements for pathogen and vector reduction of City biosolids,** as defined and required in 40 CFR part 503 "standards for the use and disposal of sewage sludge."
- 3) The work required under this bid shall be performed by the entity submitting the bid.
- 4) All bid prices shall remain unchanged during the period of performance.
- 5) Vendors with no employee manned phone during City working hours shall be required to have an answering service or voice mail, in which case, the vendor would be required to return the call no later than 8:00AM the following day.
- 6) The majority of the biosolids to be disposed of will be approximately at three percent (3%) biosolids. After January 1, 2013 all biosolids disposal will be at a FDEP permitted site.
- 7) The successful vendor shall remove biosolids from City owned waste water facilities. The biosolids, where applicable, will meet the requirements for pathogen and vector reduction, as defined and required in 40 CFR part 503 "standards for the use and disposal of sewage sludge".
- 8) Quantities shown are approximate only and are subject to increase or decrease. Should the quantities be increased, the vendor proposes to do the additional work at the unit bid prices; and should the quantities decrease for any reason, including the City's funding capability, which may result in the City performing the services themselves, the vendor understands that payment will be made on actual quantities provided at the unit bid price, and will make no claim for anticipated profits, overhead, or fixed costs for any decrease in quantities.
- 9) In the event there is a spill while the vendor is loading or transporting the sludge, the vendor must notify the Waste Water Treatment Supervisor (***Mary Jane Faircloth 863-381-4173***). Notification time shall not exceed one hour. The vendor assumes all responsibility to handle the spill according to all applicable federal, state, county, and city rules and regulations.
- 10) Successful vendor shall provide a written statement stating that all material becomes property and responsibility of the vendor once it has been loaded on the truck.

- 11) The work must be coordinated to facilitate minimal interruption to the normal operating conditions of the existing facilities. The vendor will schedule and arrange their work to permit continued operation of the existing facility as required by the regulations of the Florida Department of Environmental Protection (FDEP).
- 12) Vendor must have sufficient equipment to ensure no interruption of service if a breakdown should occur. Provisions for temporary pumping, piping, hoses, and/or other suitable arrangements as may be required to permit continued operation, will be provided, installed and maintained by the vendor, at the vendor's expense with no additional cost to the City.
- 13) The vendor's attention is directed to the fact that all applicable Federal, State, City, ordinances and rules as well as regulations of all authorities having jurisdiction over this contract will apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
- 14) All vendors shall be required to comply with the latest EPA 40 CFR part 503 "standard for the use and disposal of sewage sludge", FDEP Regulations, Chapter 62-640, F.A.C. BIOSOLIDS (as amended 08/29/10), and City Ordinances for Disposal of Domestic Wastewater Residuals. The vendor must furnish the appropriate documentation to the City within fourteen (14) calendar days of recommendation of award. Failure to provide appropriate documentation may result in the recommendation of award being rescinded and issued to the second low vendor. No residuals can be hauled until all documentation has been submitted and approved by City staff. The vendor must maintain compliance with all applicable regulations for the duration of the contract.
- 15) The vendor must have sufficient disposal sites approved to accommodate the total projected biosolids production for the length of this contract. ALL sites must be approved to receive the biosolids from the wastewater treatment facilities owned by the City.
- 16) Vendor **MUST** have more than one (1) disposal site. A list of disposal sites, along with copies of Agricultural Use Plans (Nutrient Management Plans) for each site, **MUST** be submitted with the bid submittal. If the City has an Agricultural Use Plan on file as part of a previous solicitation, the vendor may note "Ag Use Plan on file with City" on their Proposed Site List.
- 17) The City reserves the right to request re-submittal of Agricultural Use Plans as necessary. The City will approve sites prior to bid award and retains the right to request sites to be added in order for the bid to be considered. The vendor must furnish all necessary documentation required by the regulating agencies before the bid will be awarded.
- 18) Vendor must provide the City with twenty-four (24) hour access to the land application site(s).
- 19) All fees and expenses are the responsibility of the vendor. Should the vendor require approval for additional disposal site(s) after the bid has been awarded, all fees and expenses for modification of the City's FDEP wastewater treatment facility permits will be the responsibility of the vendor. The permits modifications must be issued by FDEP and received by the City before authorization will be granted to land apply waste biosolids to a new disposal site(s).
- 20) Invoices (field tickets) must include the facility's name, amount hauled, date hauled, site and zone identification, method of incorporation and water table. The vendor must submit monthly reports for sludge hauled summarizing the information required on the field tickets.
- 21) The successful vendor will be required to submit annual updates that include the cumulative loading rates of pollutants and volumes of sludge applied to each zone. DEP form 62-640,210(2)(6),

F.A.C., (Residuals Annual Summary), effective December 1, 1997, or most current form in accordance with 62-640, F.A.C, shall be completed and submitted to City no later than January 31st of the following year.

22) Contract Coordinator:

- a) The contact person for the project is Mary Jane Faircloth, Wastewater Supervisor
- b) Located at 4200 Cemetery Road – Sebring, FL 33870
- c) Office: 863-471-5114, Fax: 863-471-5144, Cell: 863-381-4173, maryjanefaircloth@mysebring.com

23) By submitting a bid, the vendor agrees to provide services in the same manner and the same consideration for any newly acquired plants.

24) There will be no fuel surcharges accepted during the course of this contract.

25) Alternate proposals including but not limited to a dewatering method will be considered.

SECTION 6 – ALL SUBMITTALS SHALL INCLUDE

1) Official Bid Form

2) A list of at least three (3) other governmental agencies where the same or similar services have been provided within the last five (5) years. The list must include:

- a) Name of agency, contact person, address, telephone number, and email address, of the person/office from which the services were provided.
 - b) Details of services provided to the agency.
 - c) Contract information including contract date, length of contract, contract renewal date, contract termination date (if applicable), and whether the contract was fulfilled/completed through the term of the contract.
- 3)** List of disposal sites and Agricultural Use Plans (Nutrient Management Plans).
- 4)** Proof of any required federal, state or local licenses and permits.
- 5)** The company name and contact person, address, telephone number, fax number, email address, of the office from which the services are being provided.

SECTION 7 – AWARD RECOMMENDATION BASIS

The solicitation award recommendation shall be based on the following:

- 1)** Total cost of service
- 2)** Contractor service experience/references

City Council reserves the right to accept or reject any or all bids or any parts thereof that may be considered to be in the best interest of the City of Sebring.

SECTION 8 – INSTRUCTIONS TO BIDDERS/PROPOSERS

- 1)** Firm Pricing for City Acceptance
Bid price must be firm for City acceptance.
- 2)** Late Bids

Late submittals will not be considered and are deemed unresponsive. Upon receipt via courier, the submittal becomes property of the City.

3) Rights of City

The City reserves the right to accept or reject all or any part of any bid, waive informalities and award the contract to the lowest responsive and responsible bidder to best serve the interest of the City.

4) Bid Tabulation

The bid award shall be recommended to the lowest responsive & responsible bidder that meets the qualifications as required herein. City Council reserves the right to accept or reject any or all bids or any parts thereof that is considered to be in the best interest of the City of Sebring.

5) Anticipated Timeline:

Bid Opening: December 8, 2020

Award: December 15, 2020

MATERIAL & LABOR TO DISPOSE OF DEOMESTIC WASTEWATER TREATMENT BIOSOLIDS

Submittal Checklist

Bidder shall provide an **original and two (2) hard copies and one (1) electronic copy** of this checklist and all of the following that apply:

Checklist

Checklist Elements	Included
Forms: Official Bid Form, Non-Collusion Affidavit, Drug-Free Workplace Form, Insurance Submittal Form, Indemnification, Public Entities Crime Statement, and Notice of Intent to Claim Local Preference (if applicable)	
List of agency references from last five (5) years	
The firm name and contact person, address, telephone number, fax number, email address, of the office from which the services are being provided. An authorized individual must sign the bid documents	
Proof of all applicable licenses	
List of disposal sites and Agricultural Use Plans (Nutrient Management Plans)	
The mailing envelope has been addressed to: City of Sebring Purchasing Division 368 South Commerce Avenue Sebring, Florida 33870	
The mailing envelope must be sealed and marked with: Bid Number Bid Title Closing Date	
The following must be received by the purchasing department within 20 days after award is made by Sebring City Council. * Vendor Application and W9 (if not already a vendor) * Certificate of Insurance listing the City as additional insured * Signed Contract	

ALL COURIER DELIVERED BIDS MUST HAVE THE ITB NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.
At the discretion of the Purchasing Agent, bids or proposals with minor irregularities may be accepted and allowed to be corrected when it is in the best interest of the City.

SUBMITTED BY (NAME OF VENDOR): _____
(Print company name)

DATE: _____

OFFICIAL BID FORM

ITB#21-004 MATERIAL & LABOR TO DISPOSE OF DEOMESTIC

WASTEWATER TREATMENT BIOSOLIDS

The undersigned declares that they have examined the complete specifications and agree to supply all equipment, labor, and supplies to complete the work required in accordance with the complete specifications. The undersigned further agrees to accept, as payment in full the price as stated in the schedule and all work specified must be in the total amount listed below. Bid price shall be good for 90 days.

SERVICE	APPROX. # OF GALLONS ANNUALLY*	PRICE PER GALLON	TOTAL
Cost per gallon for disposal of biosolids at the vendors residual management facility	2,490,000	\$	\$
Cost per gallon to stabilize and haul biosolids from our plants and land apply	2,490,000	\$	\$
Transportation cost per gallon of un-stabilized biosolids from satellite plants (Highlands Ridge & Country Club) to Cemetery Road as necessary	215,000	\$	\$
Cost per gallon for dewatering method (Cemetery, Airport & Western)	2,490,000	\$	\$
TOTAL ANNUAL COST**			\$

*Annual gallons are approximate

**Total annual cost is approximate based on the annual gallons – Contract will be based on per gallon charges

Does your company contract for goods or services from Cuba or Syria? Yes No (Circle One)

Bidder has examined and carefully studied the bid documents including the following addenda which, if any can be found at VendorRegistry.com.

SUBMITTED BY:

COMPANY:	DATE SUBMITTED:
Address:	Telephone:
City:	Fax:
State: Zip:	E-mail:
Contact Person:	Phone / Fax: (if other than above)
Signature:	Title: Date:

This "Official Bid Form" **MUST BE USED, COMPLETED, AND SIGNED** in submitting bid. The council reserves the right to accept or reject any or all bids or any parts thereof of that may be considered to be in the best interest of the City of Sebring.

FORMS

**NON-COLLUSIOIN AFFIDAVIT OF PRIME BIDDER
(SUBMITTAL PAGE)**

State of _____

County of _____

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

1. he/she is _____ of _____, the Bidder that has submitted the attached Bid;
2. he/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Proposal is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder's nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiliate has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bids are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiliate.

Signed: _____

Title: _____

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

Notary Public

My Commission Expires: _____

DRUG-FREE WORKPLACE FORM

(SUBMITTAL PAGE)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

That _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employee for violations of such prohibition
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the Terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of United States any state, for a violation occurring in the workplace no later than five (5) days after such Conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder's Signature

Date

INSURANCE
(SUBMITTAL PAGE)

By signing below the Bidder is stating that they fully understand the insurance requirements for the project and if awarded the Bid will provide all insurance coverage as required in RFP # _____.

The requirements are as follows:

- Bidder is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- The City will be named as an additional insured for general and automobile liability
- The certificate will contain a 30-day written notice of cancellation and a 10-day written notice of non-payment
- The General Liability and Worker's Compensation policies will contain waiver of subrogation in favor of the City

Company Name

Bidder (signature)

INDEMNIFICATION

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) to the extent arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such manner as to be consistent with such Law or Statute.

Subrogation: The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

Release of Liability: Acceptance of the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain

any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

BY: _____
Signature of Owner or Officer

DATE: _____ ATTEST: _____
Corporate Secretary or Witness

Organization Phone Number

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me this ____ day _____ of
20____ by _____, of
_____(Company Name).

He/She is personally known to me or has produced _____
as identification, and did ____/did not ____ take an oath.

Signature of Notary

Printed Name of Notary (Seal)

My Commission Expires: _____

**SWORN STATEMENT PURSUANT TO
FLORIDA STATUTES SECTION 287.133(3)(a) ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to _____
[print name of the public entity]
by _____ for _____
[print individual's name and title]

[print name of entity submitting sworn statement]

whose business address is _____

and its Federal Employer Identification Number (FEIN) or Social Security Number (SSN)

of the individual signing this sworn statement is _____.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime; or

- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" included those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attached is a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING

INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on this ____ day of

_____, 20____ by _____

who is personally known to me and who _____ did / _____ did not take an oath.

Signature of Notary

Printed Name of Notary

(Seal)

My Commission Expires: _____

NOTICE OF INTENT TO CLAIM LOCAL PREFERENCE

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

1. This sworn statement is submitted to _____
[print name of the public entity]

by _____ for _____

[print individual's name and title]

[print name of entity submitting sworn statement]

whose business address is _____

and its Federal Employer Identification Number (FEIN) or Social Security Number (SSN) of

the individual signing this sworn statement is _____.

2. The undersigned certifies that:

A. The Proposer/Bidder has had a fixed office or distribution point located in and having a street address within the City of Sebring _____ / Highlands County _____, Florida for at least six months immediately prior to the issuance of the competitive bid, request for quote, or request for Bid by the City of Sebring.

B. Holds a business license required by the City of Sebring.

3. The undersigned understands that additional verification may be required by the City of Sebring as to the eligibility of this claim.

4. The undersigned has provided _____ as documentation of the fixed location of the business.

5. The undersigned has provided _____ as documentation of the length of time the business has qualified as a local vendor.

[signature]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on this ____ day of

_____, 20____ by _____

who is personally known to me and who _____ did / _____ did not take an oath.

Signature of Notary

Printed Name of Notary

(Seal)

My Commission Expires: _____