

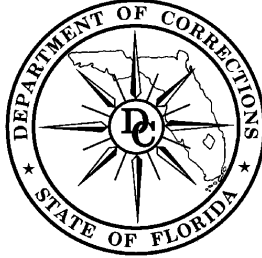


FLORIDA DEPARTMENT OF CORRECTIONS

INVITATION TO BID**CONTRACTUAL SERVICES**

Page <u>1</u> of <u>56</u> pages	SUBMIT BIDS TO: Shelrine Berry, Procurement Manager Department of Corrections Bureau of Procurement and Supply 2601 Blair Stone Road Tallahassee, Florida 32399-2500 Telephone: (850) 410-4006 Fax: (850) 922-8897		
AGENCY MAILING DATE: <u>May 26, 2010</u>			
SOLICITATION TITLE: Sludge Hauling, Treatment & Disposal Services for specific locations in Region I, Region II, and Region IV		SOLICITATION NO: 09-DC-8166	
RESPONSES WILL BE OPENED: <u>June 24, 2010 @ 2:00 p.m. ET</u> and remain valid for <u>365</u> days after such date and time.			
VENDOR NAME:		*AUTHORIZED SIGNATURE (MANUAL) *AUTHORIZED SIGNATURE (TYPED), TITLE *This individual must have the authority to bind the bidder.	
VENDOR MAILING ADDRESS:			
CITY – STATE – ZIP:			
PHONE NUMBER:			
FREE NUMBER:			
FAX NUMBER:			
EMAIL ADDRESS:			
FEID NO.:			
I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same services (including equipment and supplies), and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid Submittal for the Bidder/Contractor and that the Bid is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements and mandatory attestations. In submitting a Bid to an agency for the State of Florida, the Vendor offers and agrees that if the Bid is accepted, the Vendor will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the Department tenders final payment to the Bidder/Contractor.			
NO BID SUBMITTED: Please provide reason for "No Bid" in this Space			
VENDOR CONTACTS: Please provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone regarding the solicitation.			
PRIMARY CONTACT:		SECONDARY CONTACT:	
NAME, TITLE:		NAME, TITLE:	
ADDRESS:		ADDRESS:	
PHONE NUMBER:		PHONE NUMBER:	
FAX NUMBER:		FAX NUMBER:	
EMAIL ADDRESS:		EMAIL ADDRESS:	
"The State of Florida's general contract conditions, Form PUR 1000 (11/04), and the General Instructions to Respondents, Form PUR 1001 (11/04), as required by Rule 60A, F.A.C. are each hereby incorporated by reference. These conditions, forms and instructions are available on the internet at http://dms.myflorida.com/purchasing. Any terms and conditions set forth within this document shall supercede any and all conflicting terms and conditions set forth within Form PUR 1000 and Form PUR 1001.			

State of Florida
Department of Corrections



**INVITATION TO BID
(ITB)**
FOR
**SLUDGE HAULING, TREATMENT AND DISPOSAL SERVICES FOR SPECIFIC
LOCATIONS IN REGION I, REGION II AND REGION IV**
ITB #09-DC-8166

**DMS CLASS & GROUP
975-600**

RELEASED ON

May 26, 2010

BY THE

**DEPARTMENT OF CORRECTIONS
BUREAU OF PROCUREMENT AND SUPPLY
2601 BLAIR STONE ROAD
TALLAHASSEE, FLORIDA 32399-2500
(850) 488-6671
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SECTION 1 - DEFINITIONS

The following terms used in this Invitation to Bid ("ITB"), unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

- 1.1 **Agricultural User Plan (AUP)**: An AUP is similar to a permit, however it also describes how the wastewater residuals, also known as "sludge" will be disposed of when they are being applied directly to the soil. It includes a description of the property being used, and requires annual reporting of the amount of residuals applied to the designated "sites" on that property.
- 1.2 **Breach of Contract**: The condition of the relationship between the Department and the Contractor which exists when the Contractor fails to perform under the terms and conditions of the Contract resulting from this ITB.
- 1.3 **Contract**: An agreement entered into by the Contractor with any other person or organization that agrees to perform any performance obligation for the Contractor specifically related to securing or fulfilling the Contractor's obligations to the Department under the terms of the Contract resulting from this ITB. The Contractor shall obtain prior written approval from the Department's Contract Manager for any subcontracts.
- 1.4 **Contract Compliance Monitoring**: An in-depth, comprehensive evaluation conducted a minimum of once every six (6) months by the Department's Contract Manager or designee to document the Contractor's compliance with the terms of the Contract and to evaluate overall Contractor performance. Frequency of monitoring is at the discretion of the Contract Manager, with satisfactorily functioning programs being monitored less frequently.
- 1.5 **Contractor**: The organizational entity serving as the primary Contractor with whom a Contract will be executed. The term Contractor shall include all employees, subcontracts, agents, volunteers, and anyone acting of behalf of, in the interest of, or for the Contractor.
- 1.6 **Corrective Action Plan (CAP)**: A Contractor's comprehensive written response to any deficiencies discovered in the course of Contract Compliance Monitoring, and plan for remediation of those deficiencies.
- 1.7 **Department**: The State of Florida, Department of Corrections, is referred to in this ITB document as "the Department."
- 1.8 **Desirable Conditions**: The use of the words "should" or "may" in this ITB indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a bid.
- 1.9 **Inmate**: Where used herein refers to incarcerated persons serving a lawful commitment to Department custody by a Florida court, or who have been placed under the Department's custody and control by other lawful authority.
- 1.10 **Invitation to Bid (ITB)**: Where used herein, refers to the solicitation document utilized to competitively procure contracted services for the Department.
- 1.11 **Mandatory Responsiveness Requirements**: Terms, conditions or requirements that must be met by the Bidder to be responsive to this ITB. These responsiveness requirements are **mandatory**. Failure to meet these responsiveness requirements will cause rejection of a bid. Any bid rejected for failure to meet mandatory responsiveness requirements will not be further reviewed.
- 1.12 **Material Deviations**: The Department has established certain requirements with respect to bids to be submitted by Bidders. The use of *shall*, *must* or *will* (except to indicate simple futurity) in this ITB indicates a requirement or condition which may not be waived by the Department except where any deviation there from is not material. A deviation is material if, in the Department's sole discretion, the deficient response is not in substantial accord with this ITB's requirements, provides an advantage to one Bidder over other Bidders, or has a potentially significant effect on the

quantity or quality of items or services bid, or on the cost to the Department. Material deviations cannot be waived and shall be the basis for rejection of a bid.

- 1.13 **Million Gallons per Day (MGD)**: A rate of flow of water equal to 133,680.56 cubic feet per day, or 1.5472 cubic feet per second, or 3.0689 acre-feet per day.
- 1.14 **Minor Irregularity**: A variation from the ITB terms and conditions which does not affect the price proposed or give the Bidder an advantage or benefit not enjoyed by the other Bidders or does not adversely impact the interests of the Department. A minor irregularity will not result in a rejection of a bid.
- 1.15 **Responsible Vendor**: A vendor who has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance.
- 1.16 **Responsive Bid**: A bid, submitted by a responsive and responsible vendor that conforms in all material respects to the ITB.
- 1.17 **Sludge**: Organic material remaining after water has been removed from wastewater.
- 1.18 **Sludge Hauling, Treatment and Disposal Services**: Where used herein, refers to the hauling, treatment and disposal of sludge from Department institutions/facilities.
- 1.19 **Successful or Winning Bidder/Contractor**: The entity that will be performing as the Contractor under any Contract resulting from this ITB.
- 1.20 **Tickets (Liquid Sludge)**: Written documentation provided by the Contractor to the Institution's Maintenance Superintendent, or designee, which shows the date(s) of service, the number of gallons of liquid sludge hauled, treated and disposed of, and the date(s). A ticket for each stage of service (hauling, treatment, and disposal) shall be provided.
- 1.21 **Vendor, Offeror and Bidder**: A legally qualified corporation, partnership or other entity submitting a bid to the Department pursuant to this ITB.
- 1.22 **Waste Water Treatment Plant (WWTP)**: A facility where household and commercial wastewater is treated to remove pathogens, toxins and other harmful materials.
- 1.23 **Weight Tickets (Dry Sludge)**: Written documentation from the landfill disposal site operator provided by the Contractor to the Institution's Maintenance Superintendent, which shows the tons of dry sludge hauled and disposed of, and the date of pick-up and disposal.

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Section 2 – INTRODUCTION

2.1 Background

Pursuant to Chapter 945, Florida Statutes, the Florida Department of Corrections (DC) is responsible for the supervisory and protective care, custody, and control of inmates, buildings, grounds, property, and other matters pertaining to the facilities for imprisonment, correction, and rehabilitation of inmates/offenders.

The Florida Department of Corrections has a total population of approximately 100,000 inmates housed in both privately-operated and state-operated facilities throughout the State which include various major institutions and other facilities including road prisons, work/forestry camps, treatment/re-entry centers and work release centers.

Correctional Institutions are prisons with fences, razor wire or ribbon, electronic detection systems, perimeter towers with armed correctional officers and/or officers in roving perimeter vehicles. The Department's facilities are grouped into four (4) regions (Regions I through IV), with Region I encompassing the panhandle, Region II North Florida, Region III Central Florida, and Region IV South Florida. For the purpose of **this** solicitation, a list of Department facilities and institutions to be serviced are found in Attachment A, Correctional Institutions and Facilities.

2.2 Overview and Statement of Purpose

In accordance with Chapter 287, Florida Statutes; this Invitation to Bid (ITB) is issued for the purpose of soliciting bids from qualified, responsive and responsible Contractors for the provision of Sludge Hauling, Treatment and Disposal services for Department institutions/facilities in compliance with federal and state regulations, as specified in Section 3, Scope of Service, contained herein. Attachment A, Correctional Institutions/Facilities, provides a list of the institutions/facilities to be covered by this solicitation.

The Department is requesting bidders to submit a price per 1000 gallons pumped for wet sludge and/or a price per ton of dried sludge hauled, for locations as indicated in Attachment A, Correctional Institutions/Facilities, of this ITB. The Department is requesting bids from qualified bidders with at least one (1) year of business/corporate experience within the last three (3) years in the provision of Sludge Hauling, Treatment and Disposal services.

The Department may contract with different vendors at different institutions/facilities. A Bidder may bid on one or more institution/facility within the regional area. The Department intends to enter into Contracts for services contemplated in this ITB, with the responsive and responsible bidder(s) offering the lowest price per 1000 gallons of liquid sludge pumped and/or lowest price per ton of dried sludge hauled, for each institution/facility as listed in Attachment A.

In the event any contract resulting from this ITB is terminated early by either party, the Department reserves the right to procure services from the next lowest bidder for that institution/facility. If there are no other bidders for the institution/facility for which a contract is terminated (single bid received), the Department reserves the right to add the services to another contract awarded under this solicitation. The Department encourages the participation of minority business enterprises in this procurement.

2.3 Start up and Service Implementation

The Contractor must have the capability to implement service delivery as described herein on a date agreed upon between the Contractor and the Department; however, this date shall be no later than August 17, 2010 or as soon thereafter as possible based upon final Contract execution.

The successful bidder shall, at his expense, compile and submit to DEP an updated AUP and a Minor Permit Revision for the facility(ies). Once DEP has approved the permit revision, the contractor will be notified to commence services. The Department cannot predict how long it will take DEP to process the permit revision. If the Contractor is already listed at the WWTP as the approved firm to haul and dispose of the sludge, it will not be necessary to modify the permit.

2.4 Pricing Methodology

The Department will compensate the Contractor for services as specified in Section 3., Scope of Service on a monthly basis at the awarded price per 1000 gallons of liquid sludge pumped and/or price per ton of dried sludge hauled.

2.5 Term of Contract

It is anticipated that the initial term of any Contract resulting from this ITB shall be for a three (3) year period. At its sole discretion, the Department may renew the Contract for one (1) additional three (3) year period. If requested, the rate of compensation may be increased by up to five percent (5%) for the renewal period. If an increase is requested by the Contractor the increase must be justified and warranted by the Contractor, and approved by the Department.

The renewal shall be contingent, at a minimum, on satisfactory performance of the Contract by the Contractor as determined by the Department, and subject to the availability of funds. If the Department desires to renew the Contract resulting from this ITB, it will provide written notice to the Contractor no later than thirty (30) days prior to the Contract expiration date.

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SECTION 3 – SCOPE OF SERVICE

This section contains the Scope of Service that will be required in any Contract that may be executed as a result of this ITB. By submitting a bid each bidder specifically acknowledges and agrees that in addition to all requirements noted elsewhere in this ITB, all requirements referencing “Contractor” contained within the Scope of Services below will be applicable to the bidder should he/she be deemed the successful bidder as defined in Section 1.19.

For administrative purposes throughout this document, the Department is referring to a bidder, offeror or vendor as “Contractor” and any contract to be issued as a result of this ITB as “the Contract” or “this Contract”. This does not mean or imply that any person or firm submitting a bid to the ITB as a bidder, offeror or vendor will ultimately be awarded a contract or otherwise become a Contractor as that term is commonly understood. By utilizing the term “Contractor” and “this Contract” or “the Contract” throughout this ITB, the Department will be able to more quickly and efficiently transfer terms and conditions from this ITB document into a Contract document.

Based on the unique operational needs of the correctional system and on available funding, in any Contract resulting from this ITB, the Department reserves the right to require the Contractor to add or delete related sludge hauling, treatment and disposal services, in addition to those originally included hereunder.

3.1 General Description of Services

The Contractor shall provide sludge hauling, treatment and disposal services, as defined in Section 3 and as directed by the Department for the correctional institutions/facilities indicated in Attachment A, Correctional Institutions/Facilities.

All services performed under the contract resulting from this ITB shall meet or exceed the minimum requirements outlined in this ITB. No deviations from the minimum service requirements shall be permitted without the prior written approval of the Department. The Contractor shall act in good faith in the performance of all Contract provisions.

3.2 Licensure, Rules and Regulations

- 3.2.1** All sludge hauling, treatment and disposal services shall be performed in accordance with Florida Department of Corrections’ rules, regulations, policy and procedure directives, and relevant federal, local and State of Florida statutes, rules and regulations. All such laws, statutes, rules and regulations, current and/or as revised, are incorporated herein by reference and made a part of this ITB and any resulting Contract. The Contractor and the Department shall work cooperatively to ensure service delivery in complete compliance with all such rules and regulations.
- 3.2.2** The Contractor shall ensure that all Contractor staff providing services under this ITB complies with prevailing ethical and professional standards, and the rules, procedures and regulations mentioned above.
- 3.2.3** Should any of the above laws, statutes, standards, rules or regulations, Department procedures or directives change during the course of this procurement or resultant Contract term, the updated version will take precedence.
- 3.2.4** The Contractor shall pay for all costs associated with local, state, and federal licenses, permits and inspection fees required to provide services. All required permits and licenses shall be current, and a copy submitted to the Contract Manager or designee upon request.
- 3.2.5** The Contractor shall comply with the provisions of the Americans with Disabilities Act. This includes provisions referencing both employment and public service agencies (Titles I and II), as well as any other applicable provision.
- 3.2.6** The Contractor agrees to make any modifications required, including addition or expansion of services, in order to meet or comply with changes necessitated by operation of law or due to changes in practice standards or regulations or change in the Department’s mission.

- 3.2.7** The Contractor shall comply with all Department of Corrections' rules and regulations, and other regulatory agency permit requirements at all Department institutions/facilities. The Contractor shall be familiar with the site and the operations of the institution/facility. Travel to and from the institutions/facilities shall be at the Contractor's own expense.
- 3.2.8** The Contractor shall be responsible for any penalty assessed to the Department of Corrections by DEP, DOH or other regulatory agencies for actions, or lack of action, by the Contractor.
- 3.2.9** Any changes in the Scope of Service that are required to ensure continued compliance with State or Federal laws, statutes or regulations or Department policy will be made in accordance with Section 7.32, Scope Changes After Contract Execution.

3.3 Communications

- 3.3.1** Contract communications shall be in three forms: Routine, Informal and Formal. For the purposes of the Contract, resulting from this ITB, the following definitions shall apply:

Routine: All normal written communications generated by either party relating to service delivery. Routine communications must be acknowledged or answered within thirty (30) calendar days of receipt. (Use of email is acceptable).

Informal: Special written communications deemed necessary based upon either contract compliance or quality of service issues. Must be acknowledged or responded to within fifteen (15) calendar days of receipt.

Formal: The same as informal but more limited in nature and usually reserved for significant issues such as Breach of Contract, failure to provide satisfactory performance, imposition of liquidated damages, or Contract termination. Formal communications shall also include requests for changes in the scope of the Contract and billing adjustments. Must be acknowledged upon receipt and responded to within seven (7) calendar days of receipt.

- 3.3.2** The Contractor shall respond to informal and formal communications in writing, transmitted by facsimile and/or email, with follow-up by hard copy mail.
- 3.3.3** The Department's Contract Manager or designee will utilize a date/numbering system for tracking of formal communications.
- 3.3.4** The only personnel authorized to use formal contract communications are the Department's Deputy Secretary for Institutions and Re-entry, Assistant Secretary for Institutions, Bureau Chief of Facility Services, Contract Manager, Contract Administrator, and the Contractor's CEO or Project Manager. Designees or other persons authorized to utilize formal contract communications must be agreed upon by both parties and identified in writing within ten (10) calendar days of execution of the Contract resulting from this ITB. Notification of any subsequent changes must be provided in writing prior to issuance of any formal communication from the changed designee or authorized representative.
- 3.3.5** In addition to the personnel named under formal contract communications, personnel authorized to use informal contract communications include any other persons so designated in writing by the parties.
- 3.3.6** In addition to the contract communications noted in Section 3.3.1 in this ITB, if there is an urgent administrative problem, the Department shall make contact with the Contractor and the Contractor shall orally respond to the Contract Manager within two (2) hours. If a non-urgent administrative problem occurs, the Department will make contact with the Contractor and the Contractor shall orally respond to the Contract Manager within forty-eight (48) hours. The Contractor or Contractor's designee at each institution shall respond to inquiries from the Department by providing all information or records that the Department deems necessary to respond to inquiries, complaints or grievances from or about inmates within three (3) working days of receipt of the request.

3.4 Contractor Responsibilities

The following general service requirements are applicable to sludge hauling, treatment and disposal services.

- 3.4.1 The Contractor shall provide sludge hauling, treatment and disposal services in accordance with this Invitation to Bid on an as needed basis, only when requested by the WWTP Operator of the institution/facility. Treatment of sludge, at time of bid release, is only required for Dinsmore WRC. The sludge shall be treated to a level meeting Class B standards, as defined in, and in accordance with, Chapter 60-640-F.A.C.
- 3.4.2 The Contractor shall inform the WWTP Operator in a timely manner when maintenance is required on failed equipment or when preventative maintenance is required.
- 3.4.3 The Contractor shall maintain good housekeeping standards in all areas.
- 3.4.4 The Contractor shall immediately notify the institution's WWTP Operator of any problems with equipment or operations. The Contractor shall notify the Control Room in the absence of the WWTP Operator. All problems shall be reported in writing as stated in Section 3.9 utilizing the Sludge Hauling, Treatment and Disposal Report (Attachment C).

3.5 Department Responsibilities

- 3.5.1 The Department will provide the Contractor's service staff access to the tank, when necessary (subject to security issues), for the purposes of sludge hauling, treatment and disposal services.
- 3.5.2 The Department will provide the Contractor with access to all applicable Department rules and regulations. The Department will inform the Contractor of any regulatory or operational changes impacting the delivery of services to be provided pursuant to this Contract.
- 3.5.3 **Sludge Analyses:** The Department will perform all required sludge analyses for each facility in accordance with the respective operating permit for each WWTP and also in accordance with Chapter 62-640 F.A.C. Copies of the sludge analyses will be made available to the Contractor to properly haul and dispose of the sludge.
- 3.5.3 **Sludge Treatment:** The Department will treat the sludge to a level meeting Class B standards as defined in Chapter 62-640, F.A.C. (excluding Dinsmore WRC).
- 3.5.4 **Hauling Schedule:** The Department's operator at each WWTP will be responsible for requesting that sludge be properly hauled and disposed of on an as-needed basis.

3.6 Service Locations, Equipment and Service Times

- 3.6.1 Institutions/Facility Locations: The institutions/facilities to be included under the Contract(s) resulting from this ITB are indicated in Attachment A.
- 3.6.2 On-site services provided by the Contractor shall be conducted between the hours of 7:00 a.m. and 6:00 p.m. local time, Monday through Friday, excluding State holidays. At the Department's sole discretion and upon written approval of the Contract Manager and/or Maintenance Superintendent, the Contractor may perform services at other times.

3.7. Sludge Hauling, Treatment and Disposal Service Tasks

The Contractor's sludge hauling operator shall check-in with personnel in the Control Room upon arrival and departure. The Contractor shall perform all required operational tasks in accordance with the Florida Department of

Environmental Protection (DEP) and Florida Department of Health (DOH) rules, at each respective institution/facility, which shall include, but not be limited to the following:

3.7.1 Agricultural Use Plan (AUP):

The selected Contractor for each facility shall be required to compile and submit to the DEP an up-to-date Agricultural Use Plan (AUP) and also a Minor Permit Revision of the Department's Waste Water Treatment Plant permit. The Contractor shall provide the Department with a copy of the completed submittal. The Contractor shall pay all costs associated with compiling and submitting the updated AUP and the Minor Permit Revision including the permit fee to DEP to process the permit revision.

3.7.2 Contractor Disposal Sites:

During periods of heavy or prolonged rainfall events, the groundwater table may rise to within two (2) feet of the ground surface and render a disposal site unusable. Therefore, the Contractor shall provide a list of sites to the contract manager within two weeks of contract execution and must have sufficient DEP approved AUP sites to continue taking the sludge to, even during periods of heavy or extended rainfall events, at the request of the WWTP operator. Each of these DEP approved sites must be listed in the updated AUP discussed above for each respective facility.

3.7.3 Annual Residuals Summary:

The operating permit for each WWTP requires that an annual residuals summary be submitted to the DEP. It shall be the Contractor's responsibility to maintain the required disposal records including nitrogen and metals loading rates, compile the annual residuals summary and submit it to the DEP in accordance with the schedule indicated in the operating permit for each WWTP. The Contractor shall provide the Department with a copy of the annual residuals summary.

3.7.4 Fines and/or Penalties:

The Contractor shall be completely responsible for the sludge once it is loaded onto the Contractor's truck, including any accidental discharges. The Contractor shall properly haul and dispose of the sludge in strict accordance with Chapter 62-640, F.A.C. The Contractor shall maintain all records required by Chapter 62-640, F.A.C. This shall include compiling and submitting the annual residuals summary to DEP. If any fines and/or penalties are assessed by DEP for not properly performing any aspect of the record keeping, hauling or disposal of the sludge, the Contractor shall be solely responsible for payment of the assessed fines and/or penalties.

3.7.5 Hauling Schedule:

The Contractor shall remove and haul the sludge within five (5) business days after receiving the request to haul and dispose of the sludge.

3.7.6 Sludge Loading:

At facilities where the sludge will be hauled in liquid form, it shall be the Contractor's responsibility to provide the labor, truck and necessary pumping equipment to load the sludge.

If applicable, at facilities where the sludge is dried for disposal in a landfill, the Department will provide labor and equipment to load the dried sludge into the Contractor's receptacle(s). The Contractor shall provide a suitable covered receptacle(s) in which to store the dried sludge until it is picked up for disposal and shall also provide a suitable truck to transfer the sludge to the Contractor's permitted disposal site(s). Upon pick up of filled dry sludge receptacle(s), the Contractor shall immediately supply another replacement receptacle(s).

In the event that there is a spill while the Contractor is loading or hauling the sludge, the Contractor assumes all responsibility to handle the spill according to all applicable federal, local and state rules and regulations.

3.7.7 Estimated Sludge Volume:

The calculated estimated monthly volume of sludge for each facility indicated on Attachment A, Correctional Institutions/Facilities is provided to assist with preparation of the bid submission only and should not be construed as actual amounts to be removed under any resulting contract.

3.7.8 Liquid Sludge Pumping/Hauling, Treatment and Disposal Tickets: The Contractor shall provide a ticket for each load of liquid sludge that is pumped/hailed, treated and disposed of. In addition to submitting tickets to the Institution's Maintenance Superintendent as outlined below, a copy of each ticket shall be submitted with the Sludge Hauling, Treatment and Disposal Report (Attachment C) when submitting invoices for payment.

3.7.8.1 Liquid Sludge Pumping/Hauling Ticket:

The Contractor shall provide a legible Pumping/Hauling ticket which shows the number of gallons of liquid sludge pumped, and the date sludge is pumped. The Contractor's truck shall indicate the size of Contractor's tank in order for Institution staff to adequately know the amount of sludge that has been pumped. The Pumping/Hauling Ticket shall be submitted to the Institution's Maintenance Superintendent, or in his/her absence, to personnel in the Control Room, before sludge is hauled and before leaving the institution.

3.7.8.2 Liquid Sludge Treatment Ticket:

The Contractor shall provide a legible Treatment Ticket (if treatment is required), to the Institution's Maintenance Superintendent within 14 days of liquid sludge treatment. Treatment ticket shall include the date sludge was treated.

3.7.8.3 Liquid Sludge Land Disposal Ticket:

The Contractor shall provide a legible Land Disposal Ticket to the Institution's Maintenance Superintendent within 14 days of liquid sludge disposal. The Land Disposal Ticket shall include the date sludge was disposed of, the name of the disposal site, and the specific disposal tract on which the sludge was applied and the acreage of the tract.

3.7.9 Dry Sludge Hauling and Disposal Weight Ticket: The Contractor shall provide a legible weight ticket from the landfill to which dry sludge is hauled within 24 hours of picking up the dry sludge. The weight ticket shall include the tons of dry sludge hauled and the date sludge was disposed of, and shall be submitted to the Institution's Maintenance Superintendent. In addition, a copy of each ticket shall be submitted with the Sludge Hauling, Treatment and Disposal Report (Attachment C) when submitting invoices for payment.

3.8 Contractor Requirements

3.8.1 Staff Conduct and Safety Requirements

The Contractor's staff on-site shall adhere to the standards of conduct prescribed in Chapter 33-208, Florida Administrative Code, and as prescribed in the Department's personnel policy and procedure guidelines, particularly rules of conduct, employee uniform and clothing requirements (as applicable), security procedures, and any other applicable rules, regulations, policies and procedures of the Department. The Contractor's staff shall be subject to and shall comply with all security regulations and procedures of the Department and the institution. Violation of regulations may result in the employee or individual being denied access to the institution. In this event, the Contractor shall provide alternate personnel to supply services

described herein, subject to Department approval. A list of general security guidelines for all Contractors and their personnel conducting business in an institution is incorporated herein as Attachment B.

In addition, the Contractor shall ensure that all staff adheres to the following requirements:

- 3.8.1.1** The Contractor's staff shall not display favoritism to, or preferential treatment of, one inmate/offender or group of inmates/offenders over another.
- 3.8.1.2** The Contractor's staff shall not deal with any inmate/offender except in a relationship that supports services under this Contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an inmate/offender or an inmate's/offender's family or close associate, no matter how trivial the gift or service may seem. The Contractor shall report to the Contract Manager any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors or services to inmates/offenders, their family or close associates.
- 3.8.1.3** The Contractor's staff shall not enter into any business relationship with inmates/offenders or their families (example – selling, buying or trading personal property), or personally employ them in any capacity.
- 3.8.1.4** The Contractor's staff shall not have outside contact (other than incidental contact) with an inmate/offender being served or their family or close associates, except for those activities that are to be rendered under the Contract.
- 3.8.1.5** The Contractor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor or the State. In providing services pursuant to this Contract, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct.
- 3.8.1.6** At no time shall the Contractor or Contractor's staff, while delivering services under this Contract, wear clothing that closely resembles or could reasonably be mistaken for an inmate's uniform or any correctional officer's uniform or bears the logo or other identifying words or symbol of any law enforcement or correctional Department or agency.
- 3.8.1.7** Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Contract Manager or designee, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of this Contract.
- 3.8.1.8** The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the Contract Manager or their designee within twenty-four (24) hours, of the Contractor's knowledge of the incident.
- 3.8.1.9** The Contractor shall provide their employees with a copy of these standards of employee conduct and document receipt of such notification in the employee's personnel file.
- 3.8.1.10** The Department reserves the right to deny access to any institution and/or facility to any Contractor's staff member found to have violated the provisions of this section.

3.8.2 Staff Levels and Qualifications

- 3.8.2.1** The Contractor shall provide an adequate level of staffing for provision of the services outlined herein and shall ensure that staff providing services is appropriately trained, qualified and licensed, as required in this ITB and any resulting Contract.

- 3.8.2.2** The Contractor shall NOT provide individuals possessing “temporary work visas” to fill positions under this scope of service.
- 3.8.2.3** All Contractor/subcontractor staff providing services under the Contract shall have the ability to understand and speak English to allow for effective communication between Contractor staff and Department staff and inmates.
- 3.8.2.4** Additionally, the Contractor’s staff shall liaise with and maintain a good working relationship with Department staff and other providers working with the Department, if required to support the Contract.
- 3.8.2.5** The Contractor shall be licensed by the State of Florida and have least one (1) year experience as a licensed contractor for sludge hauling, treatment and disposal services.

3.8.3 Background/Criminal Record Checks

The Contractors’ staff assigned to this Contract shall be subject, at the Department’s discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the Contract period. The Department has full discretion to require the Contractor to disqualify, prevent, or remove any staff from any work under the Contract. The use of criminal history records and information derived from such records checks are restricted pursuant to Section 943.054, F.S. The Department shall not disclose any information regarding the records check findings or criteria for disqualification or removal to the Contractor. The Department shall not confirm to the Contractor the existence or nonexistence of any criminal history record information. In order to carry out this records check, the Contractor shall provide, prior to commencing services upon institution property, the following data for any individual Contractor or subcontractor’s staff assigned to the Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver’s License Number and State of Issue. If requested, the Contractor’s staff shall submit to fingerprinting by the Department of Corrections for submission to the Federal Bureau of Investigation (FBI). The Contractor shall not consider new employees to be on permanent status until a favorable report is received by the Department from the FBI.

- 3.8.3.1** The Contractor shall ensure that the Contract Manager or designee is provided the information needed to have the FCIC/NCIC background check conducted prior to any new Contractor staff being hired or assigned to work under the Contract. The Contractor shall not employ any individual or assign any individual to work under the Contract, who has not had an FCIC/NCIC background check conducted.
- 3.8.3.2** No person who has been barred from any Department work release center or facility shall provide services under this Contract.
- 3.8.3.3** The Contractor shall not permit any individual to provide services under this Contract who is under supervision or jurisdiction of any parole, probation or correctional authority. The objective of this provision is to ensure that no employee of the Contractor, under any such legal constraint, has contact with or access to any records of Department of Corrections’ inmates, or the inmates themselves, in the custody of the Department and sentenced to sites included under this Contract. Persons under any such supervision may work for other elements of the Contractor’s agency that are independent of the contracted services.
- 3.8.3.4** The Contractor shall immediately report any new arrest, criminal charges or convictions of a current employee under this contract to the respective Contract Manager.

- 3.8.3.5** The Contractor shall disclose any business or personal relationship a Contractor staff person, officer, agent or potential hiree may have with anyone presently incarcerated or under the supervision of the Department.
- 3.8.3.6** Note: A felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime does not automatically bar the Contractor from hiring the proposed employee. However, the Department reserves the right to prior approval in such cases. Generally, two (2) years with no criminal history is preferred. The Contractor shall make full written report to the Contract Manager within three (3) calendar days whenever one of their employees has a criminal charge filed against them or arrest or receives a Notice to Appear for violation of any criminal law involving a misdemeanor or felony, or ordinance except minor violations for which the fine or bond forfeiture is \$200 or less or has knowledge of any violation of the law rules, directives or procedures of the Department

3.8.4 Staffing Requirements

- 3.8.4.1** The Department shall not provide any administrative functions or office support for the Contractor (e.g., clerical assistance, office supplies, copiers, fax machines and preparation of documents), except as indicated in this ITB.
- 3.8.4.2** The Contractor shall have direct oversight, be responsible for and monitor the performance of all Contractor staff providing services in support of the Contract.
- 3.8.4.3** The Contractor shall comply with the Department's security guidelines (Attachment B) on institutional and facility security policies. Security procedures at any correctional institution or facility are stringent and necessary. This includes security screening when entering and exiting the institution/facility and a thorough inventory of tools and materials. Violations of these rules could result in termination of the Contract. The Contractor shall provide the institutional/facility staff with a tool inventory sheet upon signing-in. The Contractor is advised to carefully consider the impact of additional time when developing the bid. No additional compensation will be made for time involved in adhering to security requirements.

The Contractor shall contact, within ten (10) days of execution of any contract which may result from this ITB, the institutions/ facilities for which the Contract was awarded, to obtain a copy of any specific institutional/ facility rules.

- 3.8.4.3.1** The Contractor or designee shall provide each institution/facility with the following items before entering the facilities:
- 3.8.4.3.1.1** A list of tools that the Contractor and/or designee, will bring onto the institution/facility. These tools will be inventoried upon arrival and departure.
 - 3.8.4.3.1.2** Current picture identification of the Contractor and/or designee, consisting of a Driver's License or State of Florida ID card.
- 3.8.4.3.2** The Contractor shall ensure that staff wears attire suitable for the work conducted in the performance of the contract(s) resulting from this ITB.
- 3.8.4.3.3** Contractor staff shall be subject to searches of their person or their vehicle or searches of equipment and/or products at any time. The Contractor must permit inspection of their vehicles and search of Contractor employees and representatives, and their personal possessions before being admitted or leaving state property. Violation of Department of Corrections' Rule 33.602.203 Control of Contraband,

Florida Administrative Code, and as defined in Section 944.47, Florida Statutes, is a felony and is punishable as provided by same.

3.8.5 Staff Training and Education

The Contractor is responsible for ensuring that all Contractor staff providing services under this Contract is provided the following training: Note: The Contractor is not required to duplicate training for employees previously (within the last year) employed by the Department.

3.8.5.1 The Contractor shall provide training to its current and incoming staff performing services under this Contract on Department security procedures (provided in Attachment B) on an annual basis. The Department reserves the right to bar access to any staff not attending and completing this training.

3.9 Reporting Requirements

3.9.1 The Contractor shall submit, on a monthly basis, a Sludge Hauling, Treatment and Disposal Report for each Institution serviced, utilizing Attachment C. The report shall be submitted to the appropriate Maintenance Superintendent of the Institution serviced, and a copy shall be sent to the Contract Manager.

3.9.2 Any problems need to be reported verbally to the institution's Maintenance Superintendent and in writing, utilizing the Sludge Hauling, Treatment and Disposal Report.

3.9.3 A copy of the Sludge Hauling, Treatment and Disposal Report for each institution serviced shall also be submitted with each invoice for which payment is requested, along with the appropriate tickets as outlined in Sections 3.7.8 and 3.7.9.

3.10 Performance Measures

The Department desires to contract with a provider who clearly demonstrates its willingness to be held accountable for the achievement of certain performance measures in successfully delivering services under the Contract resulting from this ITB. Therefore, the Department has developed the following Performance Measure categories which shall be used to measure Contractor's performance and delivery of services:

- 1) Performance Outcomes and Standards; and
- 2) Other Contract Requirements.

A description of each of the Performance Measure categories is described below:

3.10.1 Performance Outcomes and Standards

Listed below are the key Performance Outcomes and Standards deemed most crucial to the success of the overall desired sludge hauling treatment and disposal services. The Contractor shall ensure that the stated performance outcomes and standards (level of achievement) are met. **Performance shall be measured on an annual basis, beginning the first year after service has been implemented.**

Outcome: Perform 100% of requested removal and transport of liquid and/or dry sludge in accordance with Sections 3.4, 3.6 and 3.7.

Measure: Verify that the Contractor satisfactorily performs services within five (5) business days of WWTP Operators' request for services..

Standard: Ninety-five percent (95%) of all requested sludge hauling, treatment and disposal services are satisfactory completed within five (5) business days.

By execution of this Contract the Contractor hereby acknowledges and agrees that its performance under the Contract must meet the standards set forth above.

3.10.2 Other Contract Requirements

Outcome: 100% compliance with the Terms and Conditions of the Contract resulting from this ITB.

Measure: The Department will monitor the Contractor's performance to ensure maximum compliance with other Contract requirements including, but not limited to the following:

3.10.2.1 Accuracy, thoroughness, and timely submission of invoicing, supporting documentation and reports;

3.10.2.2 All Corrective Action Plans shall be timely submitted (when applicable); and

3.10.2.3 Terms and Conditions of the Contract not involving delivery of services listed above.

Standard: The Contractor shall achieve 95% compliance with all requirements after the time frames allowed for corrective action on identified deficiencies. Performance shall be measured on an annual basis beginning the first year after service has been implemented except if earlier action is determined necessary by the Contract Manager.

3.11 Monitoring and Evaluation Methodology

3.11.1 Monitoring of Performance Outcomes and Standards

The Department's Contract Manager and/or designee will monitor the Contractor's service delivery at each institutional/facility site to determine if the Contractor has achieved the required level of performance for the Performance Outcome and Standard identified in Section 3.10.1 on an annual basis, at a minimum. If the Department determines that the Contractor has failed a Performance Outcome and Standard, the Contractor will be sent a formal contract communication in accordance with Section 3.3. Note: The Contractor shall correct all identified non-compliant service delivery related to failure to meet the Performance Outcomes and Standards within thirty (30) days of notice.

3.11.2 Monitoring of Other Contract Requirements

Monitoring for Other Contract Requirements identified in Section 3.10.2 shall be conducted on an annual basis, at a minimum. (Final Contract Monitoring tool to be developed by the Department's Office of Facility Services in accordance with the requirements outlined in this ITB and resultant contract.)

If non-compliance issues are identified, the Department's Contract Manager or designee will provide a written monitoring report to the Contractor within three (3) weeks of monitoring date. Non-compliance issues identified by the Contract Manager or designee will be identified in detail to provide opportunity for correction.

Within ten (10) days of receipt of the Department's monitoring report, the Contractor shall provide a formal Corrective Action Plan (CAP) in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. The Contract Manager and/or designee or other designated Department staff members may conduct follow-up monitoring reviews at any time to determine compliance based upon the submitted CAP.

The Department reserves the right for any Department staff to make scheduled or unscheduled, announced or unannounced monitoring visits.

During follow-up monitoring, any failure by the Contractor to correct noted deficiencies identified in the monitoring report within the time frame specified in the CAP may result in determination of Breach of Contract, and/or termination of the Contract in accordance with Section 7.3, Termination.

3.11.3 Repeated Instances of Failure

Repeated failure to meet either the Performance Outcomes and Standards or Other Contract Requirements or to correct deficiencies, may result in determination of Breach of Contract, and/or termination of the Contract in accordance with Section 7.3, Termination.

3.12 Deliverables

The following services or service tasks are identified as deliverables for the purposes of this ITB:

3.12.1 Performance of sludge hauling, treatment and disposal service tasks in accordance with Sections 3.4, 3.6 and 3.7.

3.12.2 Submission of all required reports in accordance with Section 3.9.

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SECTION 4 - PROCUREMENT RULES AND INFORMATION

4.1 Procurement Manager

Questions related to the procurement should be addressed to:

Shelrine Berry, Procurement Manager
Bureau of Procurement and Supply
Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Telephone: (850) 410-4006
Fax: (850) 922-8897
E-mail: berry.shelrine@mail.dc.state.fl.us

From the date this ITB is issued until a notice of intended award, rejection of all bids or other notice is made, no contact related to the ITB will be allowed between a bidder and any Department staff, with the exception of the Procurement Manager or her designee. Bidders shall not contact any other employee of the Department or the State for information with respect to this solicitation. Any unauthorized contact may disqualify the bidder from further consideration.

Pursuant to Section 287.057(24), Florida Statutes, Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (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.

Any person requiring special accommodations in responding to this solicitation because of a disability should call the Bureau of Procurement and Supply at 850-488-6671 at least five (5) days prior to any pre-solicitation conference, solicitation opening or meeting. If you are hearing or speech impaired, please contact the Bureau of Procurement and Supply by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

Questions will only be accepted if submitted in writing and received on or before the date and time specified in the Calendar of Events (Section 4.2 of this ITB). Responses will be posted on the Vendor Bid System (VBS) by the date referenced in the Calendar of Events (Section 4.2 of this ITB).

Bidders are encouraged to carefully review all the materials contained herein and prepare bids accordingly.

4.2 Calendar of Events

Listed below are the important actions and dates/times by which the actions must be taken or completed. If the Department finds it necessary to change any of these dates/times, it will be accomplished by an addendum. All listed times are local time in Tallahassee, Florida.

	DATE	TIME	ACTION
4.2.1	May 26, 2010		Release of ITB to Public and Posted on VBS
4.2.2	June 4, 2010	5:00 p.m.	Last day for written inquiries and Letter of Intent to Bid
4.2.3	June 11, 2010		Anticipated date that written responses to written inquiries to the ITB will be posted on the VBS.
4.2.4	June 24, 2010	2:00 p.m.	Bids Due/Bid Opening and review of Mandatory Responsiveness Requirements (Fatal Criteria)
4.2.5	July 13, 2010		Anticipated Posting of Agency Decision
4.2.6	August 17, 2010		Anticipated Contract Start Date

4.3 Procurement Rules

4.3.1 Submission of Bids

Each bid shall be prepared simply and economically, providing a straightforward, concise delineation of the bidders' capability to satisfy the requirements of this ITB. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each bid must be on completeness and clarity of content. In order to expedite the review of bids, it is essential that bidders follow the format and instructions contained in the Bid Submission Requirements (Section 5 of this ITB, with particular emphasis on the Mandatory Responsiveness Requirements).

The Department will not consider any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bid response. In submitting its bid, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

Bids are due at the time and date specified in the Calendar of Events (Section 4.2 of this ITB) at the Department of Corrections, Bureau of Procurement and Supply, 2601 Blair Stone Road, 4th floor, Tallahassee, Florida and shall be submitted to the attention of the Procurement Manager at the address listed in Section 4.1 of this ITB. Bids received late will not be considered and no modification by the bidder of submitted bids will be allowed. No Department staff will be held responsible for the inadvertent opening of a bid not properly sealed, addressed or identified.

Before award, the Department reserves the right to seek clarifications or request any information deemed necessary for proper review of submissions from any bidder deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

The Department shall not be obligated to pay for information obtained from or through any bidder prior to entering into a contract with the successful bidder.

4.3.2 Bid Opening

Bids will be publicly opened at the time and date specified in the Calendar of Events (Section 4.2 of this ITB). The name of all bidders submitting bids shall be made available to interested parties upon written request to the Procurement Manager listed in Section 4.1 of this ITB. Cost shall be recorded at this time as specified in the Calendar of Events (Section 4.2 of this ITB).

4.3.3 Costs of Preparing Bid

The Department is not liable for any costs incurred by a bidder in responding to this ITB, including those for oral presentations, if applicable.

4.3.4 Disposal of Bids

All bids become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes. Selection or rejection of the bid will not affect this right. Should the Department reject all bids and issue a re-bid, bids submitted in response to this ITB will become a matter of public record as indicated in Section 119.07 (1), Florida Statutes.

4.3.5 Bid Rules for Withdrawal

A submitted bid may be withdrawn by submitting a written request for its withdrawal to the Department, signed by an authorized representative of the bidder, within seventy-two (72) hours after the bid submission date indicated in the Calendar of Events. Any submitted bid shall remain a valid bid for three hundred and sixty five (365) days after the bid submission date.

4.3.6 Rejection of Bids

The Department shall reject any and all bids not meeting mandatory responsiveness requirements. In addition, the Department shall also reject any or all bids containing material deviations. The following definitions are to be utilized in making these determinations.

4.3.6.1 Mandatory Responsiveness Requirements: Terms, conditions or requirements that must be met by the bidder to be responsive to this ITB. These responsiveness requirements are **mandatory**. Failure to meet these responsiveness requirements will cause rejection of a bid.

4.3.6.2 Material Deviations: The Department has established certain requirements with respect to bids to be submitted by bidders. The use of shall, must or will (except to indicate simple futurity) in this ITB indicates a requirement or condition which may not be waived by the Department except where the deviation therefrom is not material. A deviation is material if, in the Department's sole discretion, the deficient response is not in substantial accord with this ITB's requirements, provides an advantage to one bidder over other bidders, or has a potentially significant effect on the quantity or quality of items or services proposed, or on the cost to the Department. Material deviations cannot be waived and shall be the basis for rejection of a bid.

4.3.6.3 Minor Irregularities: A variation from the ITB terms and conditions which does not affect the price of the bid or give the bidder an advantage or benefit not enjoyed by the other bidders or does not adversely impact the interests of the Department.

4.3.7 Site Visits and Bidders' Conference

There will be NO Site Visits or Bidders' Conference for this ITB. Questions shall be submitted in accordance with Section 4.3.8 of this ITB, entitled Bid Inquiries.

4.3.8 Bid Inquiries

4.3.8.1 Any questions from Bidders concerning this ITB shall be **submitted in writing**, identifying the submitter, to the Procurement Manager identified in Section 4.1 of this ITB and must be received no later than the date and time specified in the Calendar of Events (Section 4.2 of this ITB). **E-mail inquiries are preferred, although the Bidder may submit a hard copy by mail or facsimile.** It is the responsibility of the Bidder to confirm receipt of e-mailed or faxed inquiries.

4.3.8.2 The Bidder shall examine this ITB to determine if the Department's requirements are clearly stated. If there are any requirements that restrict competition, the Bidder may request, in writing, to the Department that the specifications be changed. The Bidder who requests changes to the Department's specifications must identify and describe the Bidder's difficulty in meeting the Department's specifications, must provide detailed justification for a change, and must recommend changes to the specifications. Requests for changes to this ITB must be received by the Department no later than the date shown for written questions in the Calendar of Events (Section 4.2 of this ITB). A Bidder's failure to request changes by the date described above shall be considered to constitute Bidder's acceptance of Department's specifications. The Department shall determine what changes to this ITB shall be acceptable to the Department. If required, the Department shall issue an addendum reflecting the acceptable changes to this ITB, which shall be posted on the VBS, in order that all Bidders shall be given the opportunity of proposing to the same specifications.

4.3.8.3 Failure to file a protest of the bid specifications within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

4.3.8.4 A formal written protest must be accompanied by a bond payable to the Department in an amount equal to one percent (1%) of the Department's estimate of the total value of the proposed Contract.

The amount of the bond will be provided by the Department's Office of General Counsel/Contracts Section and can be obtained by contacting the appropriate staff at 850-488-2328. The form of the bond shall be a bond, cashier's check, or money order.

4.3.9 Letter of Intent to Bid

All bidders planning to submit a bid are encouraged to submit a letter stating this intent by the date and time specified in the Calendar of Events (Section 4.2 of this ITB). This letter may be e-mailed, mailed, faxed or hand delivered to the Procurement Manager listed in Section 4.1 of this ITB.

4.3.10 Addenda

The Department will post all addenda and materials relative to this procurement on the Florida Vendor Bid System at www.myflorida.com under the posted bid number (click on "Business", then "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", and "Search Advertisements"). **Interested parties are responsible for monitoring this site for new or changing information relative to this procurement.**

An Addendum Acknowledgment Form (**ATTACHMENT 6**) will be included with each addendum and shall be signed by an authorized company representative, dated, and returned with the bid, as instructed in Section 5.6 of this ITB, entitled Addendum Acknowledgment Form.

4.3.11 Price/Cost Discussions

Any discussion by a bidder with any employee or authorized representative of the Department involving price or cost information, occurring prior to posting of the Notice of Agency Decision, may result in rejection of said bidder's bid.

4.3.12 Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the bidder as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's staff identified in Section 4.1 of this ITB, shall be considered a duly authorized expression on behalf of the Department. Only communications from the bidder's representative which are in writing and signed, will be recognized by the Department as duly authorized expressions on behalf of the bidder.

4.3.13 No Prior Involvement and Conflicts of Interest

The bidder shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service which he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the bidder. No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

4.3.14 Department of State Licensing Requirements

All entities defined under Chapters 607, 617 or 620, Florida Statutes, seeking to do business with the Department shall be on file and in good standing with the State of Florida's Department of State.

4.3.15 MyFloridaMarketPlace Vendor Registration

All vendors that have not re-registered with the State of Florida since March 31, 2003, shall go to <http://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration. The Department may not contract with vendors who are not registered.

4.3.16 Public Entity Crimes

A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid or proposal to provide any goods or services to a public entity, may not submit a bid or proposal to a public entity for the construction or repair of a public building or public work, may not submit bids or proposals for leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

4.3.17 Discriminatory Vendors' List

An entity or affiliate who has been placed on the Discriminatory Vendors List may not submit a bid or proposal to provide goods or services to a public entity, may not be awarded a contract or perform work as a Contractor, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity.

4.3.18 Unauthorized Employment of Alien Workers

The Department does not intend to award publicly funded contracts to those entities or affiliates who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions as determined pursuant to Section 274A of the Immigration and Nationality Act.

4.3.19 Confidential, Proprietary, or Trade Secret Material

The Department takes its public records responsibilities as provided under chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution, very seriously. If the Bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, the Bidder must also simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the name of the respondent on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the Department at the same time the Bidder submits its response to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret.

The Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the Bidder shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Bidder's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.

If the Bidder fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by the Bidder in answer to a public records request for these records.

4.3.20 Disclosure of Bid Submittal Contents

All documentation produced as part of this solicitation shall become the exclusive property of the Department and may not be removed by the Bidder or its agents. All replies shall become the property of the Department and shall not be returned to the Bidder. The Department shall have the right to use any or all ideas or adaptations of the ideas presented in any reply. Selection or rejection of a bid shall not affect this right.

4.4 Posting of Notice of Agency Decision

In regard to any competitive solicitation, the Department shall post a public notice of agency action (Notice of Agency Decision) when the Department has made a decision to award a contract, reject all bids, responses or proposals, or to cancel or withdraw the solicitation.

The Notice of Agency Decision will be posted on or about the date shown in the Calendar of Events (Section 4.2 of this ITB) and will remain posted for a period of seventy-two (72) hours (Saturdays, Sundays and State holidays shall be excluded in the computation of the seventy-two (72) hour time period). Posting will be made available on the Florida Vendor Bid System at www.myflorida.com (follow instructions listed in Section 4.3.10 of this ITB).

4.4.1 Any bidder who desires to protest the Agency's intended decision must file the following documents pursuant to Section 120.57(3), Florida Statutes, with the Agency Clerk in the Department's Office of General Counsel and provide copies to the Procurement Manager listed in Section 4.1 of this ITB.

4.4.1.1 A written Notice of Intent to Protest within seventy-two (72) hours, (Saturdays, Sundays and State holidays shall be excluded in the computation of the seventy-two (72) hour time period) after posting of the Notice of Agency Decision.

4.4.1.2 A formal written protest by petition within ten (10) calendar days after the date on which the Notice of Intent to Protest is filed.

4.4.1.3 A protest bond (see Section 4.4.3 of this ITB) within ten (10) calendar days after the date on which the Notice of Intent to Protest is filed.

4.4.2 Failure to file a protest within the time prescribed in Chapter 120.57(3), Florida Statutes or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

4.4.3 A formal written protest must be accompanied by a bond payable to the Department in an amount equal to one percent (1%) of the estimated Contract amount. Pursuant to Section 287.042, Florida Statutes, the estimated Contract amount shall be based upon the Contract price submitted by the protestor.

4.5 Reservation of Rights

The Department reserves the exclusive right to make certain determinations regarding the service requirements outlined in this Invitation to Bids. The absence of the Department setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed under this Invitation to Bid are subject to mutual agreement. The Department reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the State of Florida and the health, safety and welfare of the Department's inmates and of the general public which is served by the Department, either directly or indirectly, through these services.

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SECTION 5 – BID SUBMISSION REQUIREMENTS

Bid Format

The bidder shall supply one (1) original signed Bid, and five (5) copies of the Bid. Bids shall be in sealed packages each clearly marked with Bidder's company name and labeled "ITB #09-DC-8166 – Sludge Hauling Treatment and Disposal Services"

This section prescribes the format in which the bids are to be submitted. There is no intent to limit the content of the bids. Additional information deemed appropriate by the bidder may be included, but **must** be placed within the relevant section. **Additional tabs beyond those designated in this section will not be evaluated.** The following paragraphs contain instructions that describe the required format for bids.

Bids shall be limited to a page size of eight and one-half by eleven inches (8.5" x 11"). Fold out pages may be used, where appropriate, but should not exceed five percent (5%) of the total number of pages of the entire bid. All pages shall be sequentially numbered. It is recognized that existing financial reports, documents, or brochures, may not comply with the just-prescribed format. They will be acceptable in current form and need not be reformatted.

All bids must contain the sections outlined below. Those sections are called "Tabs." A "Tab", as used here, is a section separator, offset and labeled, (Example: "Tab 1, Mandatory Responsiveness Requirements"), such that the Departmental staff can easily turn to "Tabbed" sections during the review process. Failure to have all copies properly "tabbed" makes it much more difficult for the Department to review the bid.

Bid Contents

The Department will review bids for compliance with Mandatory Responsiveness Requirements. Additionally, the Department will review all other required bid submittals for compliance with minimum requirements contained in the ITB document.

5.1 Tab 1. Mandatory Responsiveness Requirements

The following terms, conditions, or requirements must be met by the bidder to be considered responsive to this ITB. **These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of a bid.** Any bid rejected for failure to meet responsiveness requirements will not be further reviewed. Note: Copies of rejected bids will be retained in the ITB file.

5.1.1 It is **mandatory** that the bid package is **received by the Department by the date and time** specified in Section 4.2 of this ITB, Calendar of Events.

5.1.2 It is **mandatory** that the Bidder **sign, have certified by a notary public and return**, under **Tab 1**, the "Certification/ Attestation for Mandatory Statements" (utilizing the form provided as **ATTACHMENT 1**).

Additionally, the bidder shall **complete, sign and return**, under **Tab 1**, the Florida Department of Corrections, ITB Contractual Services cover sheet, which is the front cover of this ITB document. Either the original form or a copy bearing an original signature must be returned.

5.2 Tab 2. Transmittal Letter with Executive Summary

The bid shall include a Transmittal Letter with Executive Summary (narrative) synopsis of the bidder's method of delivering the required services in compliance with the minimum requirements and scope of services outlined in Section 3, Scope of Service, of the ITB. The synopsis shall contain sufficient detail addressing all elements of the required service delivery and shall be prepared in such a manner that will clearly indicate the bidder's understanding of, and intent to comply with, the requirements set forth in the ITB. The Transmittal Letter with Executive Summary shall be signed by a representative of the bidder authorized to bind the corporate entity submitting the bid and shall be inserted under **Tab 2** of the Bid. The Transmittal Letter with Executive Summary shall also contain information addressing each of the following requirements:

- 5.2.1 Information indicating that the bidder is a corporation or other legal entity, if applicable.
- 5.2.2 Proof that the bidder is registered to do business in Florida, evidenced by Articles of Incorporation or Fictitious Name Registration or Business License and, if applicable, a copy of the most recent Certification of Good Standing. (This information may be obtained from the Secretary of State's Office – Division of Corporations at www.sunbiz.org.) In addition, provide the Bidder's corporate document number or fictitious name file number, if applicable.
- 5.2.3 The bidder's federal tax identification number or social security number, as applicable to the legal entity that will be performing the services under the Contract.
- 5.2.4 A statement certifying that no deviations from the specifications and requirements of this ITB exist in the bid. The State of Florida reserves the right to reject any bid containing material deviations.
- 5.2.5 A statement disclosing the name of any officer, director, employee or other agent who is also an employee of the State and the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder or its affiliates, including parent corporations. **OR** If no officer, director, employee or other agent of the bidder is also an employee of the State or no State employee owns a five percent (5%) interest in the bidder or its' affiliates or parent corporation, a statement to that affect, as applicable, shall be provided.
- 5.2.6 A statement affirmatively certifying that the bidder has no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this ITB.
- 5.2.7 The bidder's E-mail address or a statement certifying that an E-mail address will be available for the Contractor's Representative by the start date of any Contract resulting from this ITB.
- 5.2.8 The bidder shall provide for both the Contractor and Contractor's personnel, copies of any and all documents regarding complaints filed, investigations made, warning letters or inspection reports issued, or any disciplinary action imposed by Federal or State oversight agencies within the past five (5) years. Bidder shall also identify all entities of or related to the bidder (including parent company and subsidiaries of the parent company; divisions or subdivisions of parent company or of bidder), that have ever been convicted of fraud or of deceit or unlawful business dealings whether related to the services contemplated by this ITB or not, or entered into any type of settlement agreement concerning charges of fraud, or any other type of dealings contrary to federal, state, or other regulatory agency regulations. Bidder shall identify the amount of any payments made as part of any settlement agreement, consent order or conviction.

5.3 Tab 3. Business/Corporate Qualifications

The purpose of this section is to provide the Department with a basis for determining the bidder's competence and experience to undertake a project of this size. The Department is not interested in a voluminous description of previous contracts but rather a concise and thorough description of relevant information, background and experience as specified herein.

5.3.1 Business/Corporate Background

The background information of the bidder indicated, which, at a minimum, shall include:

- 5.3.1.1 date established; and
- 5.3.1.2 primary type of business and number of years conducting primary business.

5.3.2 Business/Corporate References

The bidder shall furnish, under **Tab. 3**, a minimum of two (2) and a maximum of three (3) Business/Corporate References (utilizing the form provided as **ATTACHMENT 3**) with their bid, to support the requirements of Business/Corporate Experience as described in Section 2.2 of this ITB. In order to qualify as current experience, services described by corporate references shall be ongoing or shall have been completed within the twenty-four (24) months preceding the issue date of this ITB.

The references shall be completed and signed by the individual offering the reference, and certified by a notary public. Reference(s) shall identify the type of services provided by the bidder (which should be directly relevant to the services outlined in this ITB), dates the bidder provided such services, the firm/agency name of the entity for which the bidder provided services, and the reference signer's name, their **current** telephone number, address and, if possible, their e-mail address. Reference(s) shall include statements supporting that the bidder has performed services similar in magnitude and scope to those requested in the ITB. References that do not support prior relevant service delivery shall be rejected. The Department may request additional references. Employees of the Department may not be used and will not be accepted as corporate references. The Department reserves the right to contact the above-provided references as well as reference sources not listed in the bid.

5.4 Tab 4. Contact for Contract Administration/Contractor's Representative

The bidder shall complete **ATTACHMENT 4** of this ITB and insert it under **Tab 4** of the Project Bid.

5.5 Tab 5. Certification of Drug-Free Workplace Program

The bidder shall complete and sign **ATTACHMENT 5** of this ITB, and insert it under **Tab 5** of the Project Bid, if appropriate.

5.6 Tab 6. Addendum Acknowledgment Form

The bidder shall complete and insert each Addendum Acknowledgment Form received (example shown as **ATTACHMENT 6** of this ITB) under **Tab 6** of their Bid, if appropriate. If no Addendum Acknowledgment Forms were received, a signed statement to that effect shall be inserted under this Tab.

5.7 Tab 7. Minority/Service Disabled Veteran Business Enterprise Certification

If applicable, the bidder shall provide a current and valid copy of their certification as a minority or service-disabled veteran business enterprise issued by the Office of Supplier Diversity (formerly called the Commission on Minority Economic Business and Development) and insert it under **Tab 7** of the Bid.

5.8 Tab 8. Price Information Table Sheets

5.8.1 Price Information Table Sheet Submission Requirements

Bids should be submitted with the most favorable pricing terms bidder can offer to the State. Each bidder shall complete and submit the Price Information Table Sheet (utilizing the form provided as **Price Information Table**) for each institution/facility for which they are submitting a bid. Please write **NO BID** and enter bidder initials, if you are not bidding on a particular institution/facility on the Price Information Table Sheet, as applicable. Any modifications, counter offers, deviations, or challenges shall render the bid non-responsive. By submitting an offer or offers under this ITB, each bidder warrants its agreement to the prices submitted.

The bidder may bid on one (1) or more institutions/facilities to be considered for an award. The Department will award a contract to the lowest responsive and responsible bidder for each institution/facility. Bidders winning more than a single institution/facility may be given a single contract (encompassing all awarded

institutions/facilities) or separate contracts for each institution/facility awarded, as determined by the Department.

All completed Price Information Table Sheets shall identify the name of the bidder, date of submission, and shall bear the signature of a Business/Corporate Representative authorized to bind the bidder to the prices bid. The bidder shall insert the completed Price Information Table Sheets under **Tab 8**.

The Price Information Sheet calculations will be verified for accuracy by Bureau of Procurement & Supply staff assigned by the Department. In the event that a mathematical error is identified, unit prices submitted by the bidder will prevail (if applicable).

5.8.2 Pricing Instructions

The bidder shall fill in the cost per 1000 gallons of liquid sludge hauled, treated and disposed of, and/or cost per ton of dry sludge hauled, treated and disposed of, for each institution bidding on the **Price Information Table**. Prices shall be firm for three years.

Please write **NO BID** and enter bidder initials if you are not bidding on a particular institution/facility on the Price Information Table Sheet, as applicable. A completed Price Information Table Sheet should be provided for each institution/facility.

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SECTION 6 – AWARD OF CONTRACT

6.1 Price Determination

The Price Information Table Sheets are provided at the end of this ITB. Awards will be made to the responsive, responsible bidder with the lowest “Price Per 1000 Gallons of liquid sludge hauled, treated and disposed of” and/or “Price Per Ton of dry sludge hauled, treated and disposed of” (as applicable) for each institution/facility. The bidder’s past history, ability, capacity, prior contract experience, performance, integrity and all information submitted with the bid will be considered by the Department in determination of responsibility.

6.2 Incomplete Pricing Sheet

Any Price Information Table Sheet that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the Department. No modifications, counter offers, deviations, or challenges will be accepted. The Department reserves the right to reject any and all bids.

6.3 Identical Tie Bids

When evaluating bids/proposals/responses to solicitations, if the department receives identical pricing or scoring from multiple vendors, the department shall determine the order of award using the criteria set forth in Rule 60A-1.011, F.A.C. and Chapter 295.187, F.S.

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SECTION 7 – CONTRACT TERMS AND CONDITIONS

This section contains standard terms and conditions that shall be included in any Contract resulting from this ITB. By submitting a bid in response to this ITB, **the bidder is deemed to have accepted these terms and conditions in their entirety.**

7.1 Contract Document

7.1.1 A bid submitted in response to this ITB shall be considered as the bidder's formal, final and best offer.

7.1.2 When a Contract is established between the Department and the Contractor for specific services, this ITB and the successful bid shall be incorporated into and thereby become a part of that Contract. If there is a conflict in language, the Department's Contract will govern.

7.2 Contract Term

It is anticipated that the initial term of any Contract resulting from this ITB shall be for a three (3) year period. At its sole discretion, the Department may renew the Contract for one (1) additional three (3) year period. If requested, the rate of compensation may be increased by up to five percent (5%) for the renewal period. If an increase is requested by the Contractor the increase must be justified and warranted by the Contractor, and approved by the Department.

The renewal shall be contingent, at a minimum, on satisfactory performance of the Contract by the Contractor as determined by the Department, and subject to the availability of funds. If the Department desires to renew the Contract resulting from this ITB, it will provide written notice to the Contractor no later than thirty (30) days prior to the Contract expiration date.

7.3 Termination

7.3.1 Termination at Will

The Contract resulting from this ITB may be terminated by the Department upon no less than thirty (30) calendar days notice, without cause, or by the Contractor upon no less than ninety (90) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

7.3.2 Termination Because of Lack of Funds

In the event funds to finance the Contract resulting from this ITB become unavailable, the Department may terminate the Contract upon no less than twenty-four (24) hours notice in writing to the Contractor. Notice shall be delivered by certified mail (return receipt requested), facsimile, by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. The Department shall be the final authority as to the availability of funds.

7.3.3 Termination for Cause

If a breach of the Contract resulting from this ITB occurs by the Contractor, the Department may, by written notice to the Contractor, terminate the Contract resulting from this ITB upon twenty-four (24) hours notice. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. If applicable, the Department may employ the default provisions in Chapter 60A-1, Florida Administrative Code. The provisions herein do not limit the Department's right to remedies at law or to damages.

7.3.4 Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act, shall be grounds for unilateral cancellation of the Contract resulting from this ITB.

7.4 Payments and Invoices

7.4.1 Payment

The Contract resulting from this ITB is a fixed fee unit price Contract. The Department will compensate the Contractor for services as specified in Section 3, Scope of Service. The Department will pay the Contractor on an as needed basis however, no more than once per month, at the "Price Per 1000 Gallons of Liquid Sludge" and/or "Price Per Ton of Dried Sludge" rate established for each awarded institution/facility for the provision of sludge hauling treatment and disposal services that meet the requirements of this ITB. The Department requires a consolidated, single invoice, on a monthly billing cycle for services performed, in compliance with Section 7.4.3, Invoice Submission.

7.4.2 MyFlorida MarketPlace Transaction Fee

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to Section 287.057(23), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless otherwise exempt pursuant to Rule 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering repurchase costs from the Contractor in addition to all outstanding fees.
CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

NOTE: Currently, the Transaction Fee can not be automatically deducted from payments to the Contractor.

7.4.3 Invoice Submission

The Contractor agrees to request compensation for services rendered through submission to the Department of a properly completed, consolidated, invoice and to include a copy of the Sludge Hauling Treatment and Disposal Report, Attachment C, for each institution/facility serviced for which payment is being requested. The Contractor's invoice shall include the Contractor's name, mailing address, and tax ID number/FEIN as well as the Contract Number and date services provided. Every invoice must be accompanied by the appropriate supporting documentation as indicated in Section 7.4.4, Supporting Documentation for Invoice.

7.4.4 Supporting Documentation for Invoice

7.4.4.1 Invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. **Invoices will only be approved after receipt of the required invoice supporting documentation.** Each invoice shall include the Sludge Hauling, Treatment and Disposal Report for each institution/facility serviced and shall match-up to the submitted invoice.

7.4.4.2 Services will be considered complete and certified as payable when all required monthly reports for the previous month have been received. In the event one or more institutions'/facilities' Sludge Hauling, Treatment and Disposal Reports are not received, payment for services provided at those institutions/facilities will be withheld until such reports are received.

7.4.5 Electronic Transfer of Funds

Contractors are encouraged to accept payments for work performed under this contract by receiving Direct Deposit. To enroll in the State of Florida's Direct Deposit System the Contractor must complete a direct deposit form by contacting the Florida Department of Financial Services, Bureau of Accounting, Direct Deposit Section at http://www.myfloridacfo.com/aadir/direct_deposit_web/index.htm or by phone at (850) 413-5517.

7.4.6 Final Invoice

The Contractor shall submit the final invoice for payment to the Department no more than forty-five (45) days after acceptance of the final deliverable or the end date of the Contract, by the Department. If the Contractor fails to do so, all right to payment is forfeited, and the Department will not honor any request submitted after aforesaid time period. Any payment due under the terms of the Contract resulting from this ITB may be withheld until all applicable deliverables and invoices have been accepted and approved by the Contract Manager.

7.4.7 Subcontract Approval

As stipulated in Section 7.22, Subcontracts: No payments shall be made to the Contractor until all subcontracts have been approved, in writing by the Department.

7.5 Travel Expenses

The Department shall not be responsible for the payment of any travel expense for the Contractor which occurs as a result of the Contract resulting from this ITB.

7.6 Contract Modifications

Unless otherwise stated herein, modifications to the provisions of the Contract resulting from this ITB, with the exception of Section 7.4.3, Invoice Submission, Section 7.4.4, Supporting Documentation for Invoice, and Section 7.7, Contract Management, shall be valid only through execution of a formal Contract amendment, signed by both parties.

7.7 Contract Management

The Department of Corrections will be responsible for management of the Contract resulting from this ITB. The Department will assign individuals (with address and phone number indicated), as Contract Manager and Contract Administrator for the Contract.

7.7.1 Department's Contract Manager

The Contract Manager for this Contract will be named upon issuance of the Contract.

The Contract Manager or his designee will perform all Department designated monitoring tasks identified in the Scope of Service as well as the following functions:

- a. maintain a contract management file;
- b. serve as the liaison between the Department and the Contractor;
- c. verify receipt of deliverables from the Contractor;
- d. evaluate the Contractor's performance;
- e. direct the Contract Administrator to process all amendments, renewals and terminations of this Contract; and
- f. evaluate Contractor performance upon completion of the overall Contract. This evaluation will be placed on file and may be considered if the Contract is subsequently used as a reference in future procurements.

The Contract Manager may delegate the following functions to the Local Contract Coordinator (LCC):

- a. verify receipt of deliverables from the Contractor;
- b. review, verify, and approve invoices from the Contractor; and
- c. monitor the Contractor's performance

The LCC for the resulting Contract(s) will be named upon issuance of the Contract.

7.7.2 Department's Contract Administrator

The Contract Administrator for the Contract will be:

Chief, Bureau of Procurement and Supply
Bureau of Procurement and Supply
Florida Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Telephone: (850) 488-6671
Fax: (850) 921-6902

The Contract Administrator will perform the following functions:

- a. the Contract Administration file;
- b. process all Contract amendments, renewals, and termination of the Contract; and
- c. maintain the official records of all formal correspondence between the Department and the Contractor, provided by the Contract Manager for filing in the Contract Administration File.

7.7.3 Contract Management Changes

After execution of the Contract resulting from this ITB, any changes in the information contained in Section IV., Contract Management, of the Contract, will be provided to the other party in writing and a copy of the written notification shall be maintained in both the Contract Manager's and Contract Administrator's files. The Contract Manager shall be responsible for ensuring that copies are provided to the Contract Administrator.

7.8 Annual Appropriation

The State of Florida's and the Department's performances and obligations to pay for services under the Contract resulting from this ITB are contingent upon an annual appropriation by the Legislature. The costs of services paid

under any other contract or from any other source are not eligible for reimbursement under the Contract resulting from this ITB.

7.9 Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the Department of Financial Services' Toll Free Hotline.

7.10 Contractor's Expenses

The Contractor shall pay for all licenses, permits, and inspection fees or similar charges required for the Contract resulting from this ITB, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed under the Contract resulting from this ITB.

7.11 Records

7.11.1 Public Records Law

The Contractor agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and Section 945.10, Florida Statutes, made or received by the Contractor in conjunction with the Contract resulting from this ITB. The Contractor's refusal to comply with this provision shall constitute sufficient cause for termination of the Contract resulting from this ITB.

7.11.2 Audit Records

- a. The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under the Contract resulting from this ITB, and agrees to provide a financial and compliance audit to the Department or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor, if requested by the Department.
- b. The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to the Contract resulting from this ITB.

7.11.3 Retention of Records

The Contractor agrees to retain financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to the Contract resulting from this ITB, for a period of five (5) years. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of the Contract resulting from this ITB. Copies of all records and documents shall be made available for the Department upon request. All invoices and documentation must be clear and legible for audit purposes. For the duration of the Contract resulting from this ITB, all documents must be retained by the Contractor within the State of Florida, at an address to be provided in writing to the Contract Manager within thirty (30) days of the contract execution. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. All documents must be retained by the Contractor at the Contractor's primary place of business for a period of five (5) years following termination of the Contract resulting from this ITB, or, if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The Contractor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise the Department of the

location of all records pertaining to the Contract resulting from this ITB and shall notify the Department by certified mail within ten (10) days if/when the records are moved to a new location.

7.12 State Objectives

Within thirty (30) calendar days following award of the contract, the Contractor shall submit plans addressing each of the State's four (4) objectives listed below, to the extent applicable to the items/services covered by this solicitation.

(Note: Diversity plans and reporting shall be submitted to Jane Broyles, MBE Coordinator, Bureau of Procurement and Supply, Department of Corrections, 2601 Blair Stone Road, Tallahassee, FL 32399-2500. All other plans shall be submitted to the Contract Manager or designee as specified in the final Contract resulting from this ITB.)

7.12.1 Diversity in Contracting: The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and service-disabled veteran business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority-, women-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

The state is dedicated to fostering the continued development and economic growth of small, minority-, women-, and service-disabled veteran business enterprises. Participation by a diverse group of Vendors doing business with the state is central to this effort. To this end, it is vital that small, minority-, women-, and service-disabled veteran business enterprises participate in the state's procurement process as both Contractors and sub- contractors in this solicitation. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this solicitation.

The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority-, women-, and service-disabled veteran business enterprises

Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

Diversity in Contracting documentation should identify any participation by diverse contractors and suppliers as prime contractors, sub-contractors, vendors, resellers, distributors, or such other participation as the parties may agree. Diversity in Contracting documentation shall include the timely reporting of spending with certified and other minority/service-disabled veteran business enterprises. Such reports must be submitted at least monthly and include the period covered, the name, minority code and Federal Employer Identification Number of each minority/service-disabled veteran vendor utilized during the period, commodities and services provided by the minority/service-disabled veteran business enterprise, and the amount paid to each minority/service-disabled veteran vendor on behalf of each purchasing agency ordering under the terms of this contract.

7.12.2 Environmental Considerations: The State supports and encourages initiatives to protect and preserve our environment. If applicable, the Contractor shall submit a plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The Contractor shall also provide a plan for reducing and or handling of any hazardous waste generated by Contractor's company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

7.12.3 Products Available from the Blind or Other Handicapped (RESPECT): The State/Department supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section [413.036](#)(1) and (2), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

If applicable, the Contractor shall submit a plan describing how it will address the use of RESPECT in offering the items bid.

7.12.4 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): The State supports and encourages the use of Florida correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section [946.515](#)(2), and (4), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

If applicable, the Contractor shall submit a plan describing how it will address the use of PRIDE in offering the items bid.

7.13 Sponsorship

If the Contractor is a non-governmental organization which sponsors a program financed partially by State funds, including any funds obtained through the Contract resulting from this ITB, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by Contractor's name and the State of Florida, Department of Corrections." If the sponsorship reference is in written material, the words "State of Florida, Department of Corrections" shall appear in the same size letters or type as the name of the organization.

7.14 Employment of Department Personnel

The Contractor shall not knowingly engage for this project, on a full-time, part-time, or other basis during the period of the Contract resulting from this ITB, any current or former employee of the Department where such employment conflicts with Section 112.3185, Florida Statutes.

7.15 Non-Discrimination

No person, on the grounds of race, creed, color, national origin, age, gender, marital status or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of the Contract resulting from this ITB.

7.16 Americans with Disabilities Act

The Contractor shall comply with the Americans with Disabilities Act. In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, the Contract resulting from this ITB may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts.

7.17 Indemnification

The Contractor shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Department, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages

including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of the Contract resulting from this ITB, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

7.18 Contractor's Insurance

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of the Contract resulting from this ITB. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the Department under the Contract resulting from this ITB. Upon the execution of the Contract resulting from this ITB, the Contractor shall furnish the Contract Manager with written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

If the Contractor is a state agency or subdivision as defined in Section 768.28, Florida Statutes, the Contractor shall furnish the Department, upon request, written verification of liability protection in accordance with Section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, Florida Statutes.

7.19 Copyrights, Right to Data, Patents and Royalties

Where activities supported by the Contract resulting from this ITB produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State, for the exclusive use and benefit of the state. Pursuant to Section 286.021, Florida Statutes, no person, firm or corporation, including parties to the Contract resulting from this ITB, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under the Contract resulting from this ITB. All computer programs and other documentation produced as part of the Contract resulting from this ITB shall become the exclusive property of the State of Florida, Department of State, with the exception of data processing software developed by the Department pursuant to Section 119.083, Florida Statutes, and may not be copied or removed by any employee of the Contractor without express written permission of the Department.

The Contractor, without exception, shall indemnify and save harmless the Department and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process, or article manufactured or supplied by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the Department the right to continue use of, replace, or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the Department agrees to return the article to the Contractor upon its request and receive reimbursement, fees and costs, if any, as may be determined by a court of competent jurisdiction.) If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

7.20 Disputes

Any dispute concerning performance of the Contract resulting from this ITB shall be resolved informally by the Contract Manager or designee. Any administrative dispute that can not be resolved informally shall be reduced to writing and delivered to the Department's Assistant Secretary of Institutions. The Assistant Secretary of Institutions shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor, the Contract Manager or designee and the Contract Administrator.

7.21 Independent Contractor Status

The Contractor shall be considered an independent Contractor in the performance of its duties and responsibilities under the Contract resulting from this ITB. The Department shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in the Contract resulting from this ITB is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

7.22 Subcontracts

The Contractor is fully responsible for all work performed under the Contract resulting from this ITB. The Contractor may, upon receiving prior written consent from the Department's Contract Manager, enter into written subcontract(s) for performance of certain of its functions under the Contract. No subcontract, which the Contractor enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All subcontractors, regardless of function, providing services on Department property, shall comply with the Department's security requirements, as defined by the Department, including background checks, and all other Contract requirements. All payments to subcontractors shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, Florida Statutes. It is understood and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract resulting from this ITB. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

7.23 Assignment

The Contractor shall not assign its responsibilities or interests under the Contract resulting from this ITB to another party without prior written approval of the Department's Contract Manager. The Department shall, at all times, be entitled to assign or transfer its rights, duties and obligations under the Contract resulting from this ITB to another governmental agency of the State of Florida upon giving written notice to the Contractor.

7.24 Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract resulting from this ITB or interruption of performance resulting directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

7.25 Substitution of Key Personnel

In the event the successful Contractor desires to substitute any key personnel submitted with his/her bid, either permanently or temporarily, the Department shall have the right to approve or disapprove the desired personnel change in advance in writing.

7.26 Severability

The invalidity or unenforceability of any particular provision of the Contract resulting from this ITB shall not affect the other provisions hereof and the Contract resulting from this ITB shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of the Contract resulting from this ITB can still be determined and effectuated.

7.27 Use of Funds for Lobbying Prohibited

The Contractor agrees to comply with the provisions of Section 216.347, Florida Statutes, which prohibits the expenditure of state funds for the purposes of lobbying the Legislature, the Judicial branch, or a State agency.

7.28 Governing Law and Venue

The Contract resulting from this ITB is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

7.29 No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

7.30 Reservation of Rights

The Department reserves the exclusive right to make certain determinations regarding the service requirements outlined in the Contract. The absence of the Department setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed under this Contract are subject to mutual agreement. The Department reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the State of Florida and the health, safety and welfare of the Department's inmates and of the general public which is served by the Department, either directly or indirectly, through these services.

7.31 Cooperative Purchasing

As provided in Section 287.042(16)(a), Florida Statutes, other state agencies may purchase from this contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interests of the State. Upon such approval, the Contractor may, at its discretion, sell these commodities or services to additional agencies, upon terms and conditions contained herein. In addition, other political subdivisions may also purchase from this contract at the discretion of the Contractor. Entities purchasing from this contract assume and bear complete responsibility with regard to performance of any contractual obligation or term.

7.32 Scope Changes After Contract Execution

During the term of the Contract, the Department may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract.

The Department may make an equitable adjustment in the Contract prices or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld.

The Department shall provide written notice to the Contractor thirty (30) days in advance of any Department required changes to the technical specifications and/or scope of service that affect the Contractor's ability to provide the service as specified herein. Any changes that are other than purely administrative changes will require a formal contract amendment.

MANDATORY FORM
ATTACHMENT 1 – CERTIFICATION/ATTESTATION PAGE FOR MANDATORY STATEMENTS
ITB #09-DC-8166

1. **Business/Corporate Experience**

This is to certify that the bidder has at least one (1) year of business/corporate experience within the last three (3) years in the provision of sludge hauling, treatment and disposal services.

2. **Authority to Legally Bind the Bidder**

This is to certify that the person signing the ITB Contractual Services Cover Sheet and the Executive Summary/Transmittal Letter is the person in the bidder's organization responsible for, or authorized to make, binding decisions as to the prices bid.

3. **Acceptance of Terms and Conditions**

This is to certify that the Bidder will comply with all terms and conditions contained within the ITB.

4. **Certification of Minimum Service Requirements/No Deviations**

This is to certify that the service bid meets or exceeds the minimum service requirements as specified in Section 3, Scope of Service of this ITB. Furthermore, this is to certify that the bid submission contains no deviations from the requirements of this ITB.

5. **Statement of No Involvement**

This is to certify that the person signing the Bid has not participated, and will not participate, in any action contrary to the items in this ITB.

6. **Statement of No Inducement**

This is to certify that no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid with regard to this ITB. Furthermore this is to certify that the bid contained herein is submitted in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive bid.

7. **Statement of Non-Disclosure**

This is to certify that neither the price(s) contained in this bid, nor the approximate amount of this bid have been disclosed prior to negotiation or award, directly or indirectly, to any other bidder or to any competitor.

8. **Statement of Non-Collusion**

This is to certify that the prices and amounts in this bid have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such prices with any other bidder or with any competitor and not for the purpose of restricting competition.

9. **Statement of No Investigation/Conviction**

This is to certify that the bidder, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three (3) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

10. **Non-Discrimination Statement**

This is to certify that the bidder does not discriminate in their employment practices with regard to race, creed, color, national origin, age, gender, marital status or disability.

11. **Unauthorized Alien Statement**

This is to certify that the bidder does not knowingly employ unauthorized alien workers, pursuant to Section 274A of the Immigration and Nationality Act.

Dated this _____ day of _____ 2010.

Name of Organization: _____

Signed by: _____

Print Name _____

being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____ 2010

Notary Public: _____

My Commission Expires: _____

ATTACHMENT 2 – BIDDER’S BACKGROUND SUMMARY

ITB #09-DC-8166

1. The corporation, partnership or business entity was established in _____ (enter the year).
2. The bidder’s Florida Corporate Charter Number (if applicable) is _____ (if not applicable, enter N/A).
3. The company’s ownership is a _____ (enter appropriate response: public company, partnership, subsidiary, sole proprietor, etc.).
4. The firm’s primary business is _____.
5. The firm’s total number of employees is _____.
6. List any National accreditations, memberships in professional associations or other similar credentials, if applicable (if not applicable, enter N/A):

ATTACHMENT 3 – BUSINESS/CORPORATE REFERENCE

ITB #09-DC-8166

(THIS FORM MUST BE COMPLETED BY THE PERSON GIVING THE REFERENCE, NOT THE ENTITY FOR WHICH THE REFERENCE IS BEING GIVEN.)

THIS BUSINESS REFERENCE IS FOR (Bidder's Name):

NAME OF PERSON PROVIDING REFERENCE:

TITLE OF PERSON PROVIDING REFERENCE:

FIRM/ENTITY PROVIDING REFERENCE (if applicable):

1. How would you describe your relationship to this business/corporate entity? (e.g. Customer, Subcontractor, Employee, Contract Manager, Friend, or Acquaintance)

2. How many years have you done business with this business entity? _____ Please Provide Dates:

3. A. If a Customer, please specifically describe the **primary** service this entity provides to you. i.e. Does this vendor provide sludge hauling, treatment and disposal services or other type of similar services?

B. Generally describe the geographic area where services were provided. (number of counties served, section of the state, etc).

C. What was the estimated population of clients that the entity served, to the best of your knowledge?

4. Did this entity act as a primary provider, or as a subcontractor? If a subcontractor, to whom? Please specifically describe the type of service that was provided by the entity for which this reference is being provided.

5. Can you identify the total number of years that this entity has provided sludge hauling, treatment and disposal or similar services? Please provide dates to the best of your knowledge.

6. Do you have a vested interest in this business/corporate entity? If yes, what is that interest? (i.e. employee, subcontractor, stockholder, etc).

7. Have you experienced any problems with this business/corporate entity? If so, please state what the problem is/was and how it was resolved.

8. Would you conduct business with this business/corporate entity again? If no, please state the reason.

9. Are there any additional comments you would like to make about this business entity? Use back of form if necessary.

10. Will you provide a phone number, fax or email address so we may contact you for further questions, if necessary?

PLEASE SIGN BELOW AND HAVE THIS FORM CERTIFIED BY A NOTARY PUBLIC. RETURN THIS FORM TO THE BUSINESS/CORPORATE ENTITY FOR WHICH YOU ARE PROVIDING THE REFERENCE. THIS REFERENCE WILL BECOME PART OF THE ITB RESPONSE.

Dated this _____ day of _____ 2010.

Name of Organization: _____

Signed by: _____

Print Name: _____

being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____ 2010.

Personally Known ____ OR Produced Identification ____ Type of Identification Produced _____

Notary Public: _____

My Commission Expires: _____

ATTACHMENT 4 – CONTACT FOR CONTRACT ADMINISTRATION/CONTRACTOR REPRESENTATIVE

ITB #09-DC-8166

The bidder shall designate one person authorized to conduct contract administration and function as the Contractor's Representative under the Contract resulting from this ITB.

NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

ATTACHMENT 5 – CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

ITB #09-DC-8166

Section 287.087 of the Florida Statutes provides that, where identical tie responses are received, preference shall be given to a bid received from a respondent that certifies it has implemented a drug-free workforce program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under response a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under response, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

VENDOR'S SIGNATURE

(Form revised 4/06/06)

**ATTACHMENT 6 – ADDENDUM ACKNOWLEDGMENT FORM
ITB #09-DC-8166**

ITB ADDENDUM – SAMPLE ONLY

Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500

BID NO: ITB #09-DC-8166
BID TITLE: Sludge Hauling, Treatment and Disposal Services
RELEASE DATE: May 26, 2010
OPENING DATE: June 24, 2010

ADDENDUM NO.:

DATE:

PLEASE BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ORIGINAL SPECIFICATIONS OF THE ABOVE-REFERENCED ITB:

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL ITB. THE ADDENDUM ACKNOWLEDGMENT FORM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED, AS INSTRUCTED IN SECTION 5, BID SUBMISSION REQUIREMENTS, WITH THE BID. FAILURE TO DO SO MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

BIDDER: _____ **BY:** _____

ADDRESS: _____ **TELEPHONE:** _____

CITY, STATE: _____ **DATE:** _____

AUTHORIZED SIGNATURE

ATTACHMENT A – CORRECTIONAL INSTITUTIONS/FACILITIES
ITB #09-DC-8166

Region I							
INSTITUTION	Address	Phone	Sludge to be Hauled & Disposed (Liquid and/or Dry)	Treatment Class	WWTP Capacity	Estimated sludge generated	Permit Number
Berrydale FC	6920 Highway 4 Jay, Florida 32565-2204	850-675-4564	Dry	N/A	0.05 MGD	<1 Ton per year	FLA010223
NWFRC	4455 Sam Mitchell Drive Chipley, Florida 32428-3597	850-773-6100	Dry	N/A	0.465 MGD	10 Tons per year	FLA010260
Caryville WC	1005 Waits Ave Caryville, Florida 32427-0129	850-548-5321	Dry	N/A	0.010 MGD	<1 Ton per year	FLA010262
Region II							
Dinsmore WRC	13200 Old Kings Road Jacksonville, Fl. 32219	904-924-1700	* Liquid	Unstabilized Sludge	0.02 MGD	1,000 gal per month	FLA011586-004
Region IV							
Okeechobee CI	3420 N. E. 168 th Street Okeechobee, Florida 34972-4824	863-462-5400	Dry	Unstabilized	0.20 MGD	41 Tons per month	FLA013940

* - Liquid Sludge shall be treated by Contractor.

ATTACHMENT B – DEPARTMENT SECURITY REQUIREMENTS FOR CONTRACTORS
ITB #09-DC-8166

Firm Representing:	
Name of Employee/Vendor:	
	(Print)

- 1) FS 944.47: Except through regular channels as authorized by the officer-in-charge of the correctional institution, it is unlawful to introduce into or upon the grounds of any state correctional institution, or to take or attempt to take or send or attempt to send therefrom any of the following articles, which are hereby declared to be contraband.
- (a) Any written or recorded communication or any currency or coin given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
 - (b) Any article of food or clothing given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
 - (c) Any intoxicating beverage or beverage which causes or may cause an intoxicating effect.
 - (d) Any controlled substance or any prescription or nonprescription drug having a hypnotic, stimulating or depressing effect.
 - (e) Any firearm or weapon of any kind or any explosive substance. (This includes any weapons left in vehicles)
 - (f) Any cellular telephone or other portable communication device intentionally and unlawfully introduced inside the secure perimeter of any state correctional institution without prior authorization or consent from the officer in charge of such correctional institution.

A person who violates any provision of this section as it pertains to an article of contraband described in subsections (a), (b), or (f) is guilty of a felony of the third degree. In all other cases, a violation of a provision of this section constitutes a felony of the second degree.

- 2) Do not leave keys in ignition of motor vehicles. All vehicles must be locked and windows rolled up when parked on state property. Wheel locking devices may also be required.
- 3) Keep all keys in your pockets.
- 4) Confirm, with the Institutional Warden, where construction vehicles should be parked.
- 5) Obtain formal identification (driver's license or non-driver's license obtained from the Department of Highway Safety and Motor Vehicles). This identification must be presented each time you enter or depart the institution.
- 6) Absolutely no transactions between contract personnel and inmates are permitted. This includes, but is not limited to, giving or receiving cigarettes, stamps, or letters.
- 7) No communication with inmates, verbal or otherwise, is permitted without the authorization of the officer-in-charge.
- 8) Strict tool control will be enforced at all times. Tools within the correctional institution are classified as AA, A, or B. Class AA tools are defined as any tool that can be utilized to cut chain link fence fiber or razor wire in a rapid and effective manner. Class A tools are defined as those tools which, in their present form, are most likely to be used in an escape or to do bodily harm to staff or inmates. Class B tools are defined as tools of a less hazardous nature. Every tool is to be geographically controlled and accounted for at all times. At the end of the workday, toolboxes will be removed from the compound or to a secure area as directed by security staff. You must have two copies of the correct inventory with each tool box, one copy will be used and retained by security staff who will search and ensure a proper inventory of tools each time the tool box is brought into the facility, the other copy will remain with the tool box at all times. Tools should be kept to a minimum (only those tools necessary to complete your job). All lost tools must be reported to the Chief of Security (Colonel or Major) **immediately**. No inmate will be allowed to leave the area until the lost tool is recovered.

- 9) Prior approval must be obtained from the Chief of Security prior to bringing any powder-activated tools onto the compound. Strict accountability of all powder loads and spent cartridges is required.
- 10) All construction materials will be delivered into the compound on trucks entering through the sallyport gate. As the security check of vehicles is an intensive and time consuming (10-15 minutes) process, the contractor is requested to minimize the number of deliveries.
- 11) Establish materials storage and working areas with the Warden and/or Chief of Security.
- 12) Control end-of-day construction materials and debris. Construction materials and debris can be used as weapons or as a means of escape. Construction material will be stored in locations agreed to by security staff and debris will be removed to a designated location. Arrange for security staff to inspect the project area before construction personnel leave. This will aid you in assuring that necessary security measures are accomplished.
- 13) Coordinate with the Warden and Chief of Security regarding any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.). Obtain institutional approval prior to shutting down any existing utility system. Arrange for alternative service (if required) and expeditious re-establishment of the shutdown system.
- 14) With the intent of maintaining security upon the institution's grounds, a background check will be made upon all persons employed by the contractor or who work on the project. **The Department, represented by the Institution's Warden, reserves the right to reject any person whom it determines may be a threat to the security of the institution.**

Signature of Employee/Vendor

Date

Signature of Staff Witness

ATTACHMENT C – SLUDGE HAULING, TREATMENT AND DISPOSAL REPORT
ITB #09-DC-8166

THIS FORM MUST BE SIGNED AND DATED BY CONTRACTOR AND SUBMITTED TO THE LOCAL CONTRACT COORDINATOR WHEN SERVICES ARE PROVIDED AND WITH INVOICE FOR EACH INSTITUTION SERVICED FOR WHICH PAYMENT IS REQUESTED.

CONTRACT NUMBER: _____

CORRECTIONAL INSTITUTION SERVICED: _____ (Check one): Main Unit _____ Annex _____ Work Camp _____

LIQUID SLUDGE AND/OR DRY SLUDGE: (Check one): Liquid Sludge _____ Dry Sludge _____ Both Liquid and Dry Sludge _____

LIQUID SLUDGE:

A COPY OF DATED AND SIGNED TICKETS (PUMPING/HAULING TICKET, TREATMENT TICKET, AND LAND DISPOSAL TICKET) SHALL BE SUBMITTED WITH THIS FORM.

AMOUNT OF LIQUID SLUDGE PUMPED/HAULED: _____ GALLONS

SLUDGE TREATED TO CLASS B AS OUTLINED IN CONTRACT: (Check one): _____ Yes _____ No _____ N/A (Sludge treated by institution)

DISPOSAL SITE AND TRACT/ACREAGE OF APPLICATION OF SLUDGE:

COMMENTS (List any special or unique circumstances or problems encountered):

DRY SLUDGE:

A COPY OF THE DATED AND SIGNED WEIGHT TICKET FROM THE LANDFILL SHALL BE SUBMITTED WITH THIS FORM.

AMOUNT OF DRY SLUDGE PICKED UP/HAULED/AND LEGALLY DISPOSED OF: _____ TONS

COMMENTS (List any special or unique circumstances or problems encountered):

THE UNDERSIGNED AFFIRMS AND ATTESTS THAT THE INFORMATION SUBMITTED ON THIS COMPLETED FORM IS AN ACCURATE AND TRUTHFUL REPRESENTATION OF SERVICES RENDERED:

CONTRACTOR: _____

CONTRACTOR'S AUTHORIZED REPRESENTATIVE: _____
(Printed Name) Signature

DATE: _____

PRICE INFORMATION TABLE
ITB #09-DC-8166
REGION I
BERRYDALE FORESTRY CAMP

INITIAL HERE IF NO BID FOR THIS LOCATION		NO BID
--	--	--------

LOCATION	Price per 1000 Gallons for Wet Sludge	Price per Ton for Dried Sludge
Berrydale FC	NA	

NAME OF BIDDER

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

PRICE INFORMATION TABLE
ITB #09-DC-8166

REGION I
NORTHWEST FLORIDA RECEPTION CENTER

INITIAL HERE IF NO BID FOR THIS LOCATION		NO BID
--	--	--------

LOCATION	Price per 1000 Gallons for Wet Sludge	Price per Ton for Dried Sludge
NWFRC	NA	

NAME OF BIDDER

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

**PRICE INFORMATION TABLE
ITB #09-DC-8166**

**REGION I
CARYVILLE WORK CAMP**

INITIAL HERE IF NO BID FOR THIS LOCATION		NO BID
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LOCATION	Price per 1000 Gallons for Wet Sludge	Price per Ton for Dried Sludge
Caryville WC	NA	

NAME OF BIDDER

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

PRICE INFORMATION TABLE
ITB #09-DC-8166

REGION II
DINSMORE WRC

INITIAL HERE IF NO BID FOR THIS LOCATION		NO BID
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LOCATION	Price per 1000 Gallons for Wet Sludge	Price per Ton for Dried Sludge
Dinsmore WRC		NA

NAME OF BIDDER

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

**PRICE INFORMATION TABLE
ITB #09-DC-8166**

**REGION IV
OKEECHOBEE CORRECTIONAL INSTITUTION**

INITIAL HERE IF NO BID FOR THIS LOCATION		NO BID
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LOCATION	Price per 1000 Gallons for Wet Sludge	Price per Ton for Dried Sludge
Okeechobee CI	NA	

NAME OF BIDDER

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE