

RESOLUTION NO 2024-053
CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA ADOPTING THE EVALUATION AND TABULATION OF RESPONSES TO THAT CERTAIN INVITATION TO BID NUMBER 014-2024 FOR WASTE WATER SLUDGE COLLECTION, TRANSPORTATION, AND DISPOSAL SERVICES; ACCEPTING THE BID FROM H&H LIQUID SLUDGE DISPOSAL, INC., A FLORIDA CORPORATION AS THE LOWEST RESPONSIVE BID; APPROVING THE AGREEMENT WITH SAID VENDOR; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-178(d) of the Code of Ordinances of the City of Lake City (the, “City”) requires the procurement of supplies and contractual services based on a competitive bid process; and

WHEREAS, in accordance with said provision of the City’s Code of Ordinances, the City solicited bids pursuant to Invitation to Bid number 014-2024 (the “ITB”) seeking a vendor to perform waste water sludge collection, transportation, and disposal services (the “Services”); and

WHEREAS, the responses to the ITB were evaluated by the City through an evaluation and tabulation process; and

WHEREAS, said ITB evaluation and tabulation process determined H&H Liquid Sludge Disposal, Inc., a Florida corporation (the “Vendor”) was the bidder responding to the ITB with the lowest responsive bid in the amount not to exceed \$249,600.00; and

WHEREAS, the City desires to and does accept the Vendor’s bid; and

WHEREAS, pursuant to the ITB the Vendor and the City desire to enter into that certain contract for Vendor to provide the Services by adopting the terms of the proposed contract with Vendor in the form of the Exhibit attached hereto (the “Agreement”); and

WHEREAS, acquiring a provider of the Services by engaging the Vendor pursuant to the Agreement is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Accepting the Vendor’s bid pursuant to the evaluation and tabulation results arising from the ITB, and engaging the Vendor to provide the Services in the Agreement is in the public or community interest

and for public welfare; and

2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement;
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of July, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

Stephen M. Witt, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF
THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney



[H&H LIQUID SLUDGE DISPOSAL, INC] RESPONSE DOCUMENT REPORT

ITB No. 014-2024

Collection, Transportation & Disposal of WasteWater Sludge

RESPONSE DEADLINE: June 14, 2024 at 2:00 pm

Report Generated: Friday, June 14, 2024

H&H Liquid Sludge Disposal, Inc Response

CONTACT INFORMATION

Company:

H&H Liquid Sludge Disposal, Inc

Email:

biosolidsolutions@hhlzd.com

Contact:

Steve Hacht

Address:

P.O. BOX 390
BRANFORD, FL 32008

Phone:

(386) 935-1284

Website:

N/A

Submission Date:

Jun 14, 2024 11:43 AM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. References*

As per the [Terms and Conditions](#), please provide the company name, address, contact person, telephone number and length of time services, using the following format, of at least three (3) client/customer references.

***Note: only list those client/customers in which a similar type of equipment/product of scope of work/service was provided.**

Company Name: _____

Address: _____

Business Phone #: _____

Contact Person: _____

Email: _____

Length of time services provided: _____

- 1) Customer: City of Cocoa
Address: 375 N Cocoa Blvd, Cocoa, FL 32922
Phone: (321) 802-8301
Contact: Brent Heimbecker, Chief Operator

Email: bheimbecker@cocoaf1.gov

Length of Time of Services: April 2019 to present

Description of Services: Biosolids Transportation and Disposal: Hauling of Class B biosolids to a DEP permitted disposal site for land application.

2) Customer: City of Live Oak

Address: 701 Lime Ave NW, Live Oak, FL 32064

Phone: (386) 466-9410

Contact: Sean Conner, Project Manager

Email: sean.conner@jacobs.com

Length of Time of Services: February 2014 to present

Description of Services: Biosolids Transportation and Disposal: Hauling of Class B biosolids to a DEP permitted disposal site for land application.

3) Customer: St. Johns County

Address: 1205 SR 16, St. Augustine, FL 32084

Phone: (904) 209-2620

Contact: Tony Cubbedge, Environmental Division Manager

Email: twcubbedge@sjcfl.us

Length of Time of Services: June 2019 - present

Description of Services: Transport and dispose of Class B wastewater residuals from four Wastewater Treatment Facilities for land application of cake and liquid sludge.

2. Proposed Land Application or EPA/FDEP APPROVED LANDFILL DISPOSAL SITE(S): *

Pass

K BAR Ranch Permit Number FLA384364 & Rolling R Ranch Permit Number FLA017515

3. Title and Organization*

Pass

Please provide your title and organization's name.

President, H&H LIQUID SLUDGE DISPOSAL INC.

4. Local Office*

Pass

Please provide the city and state for your local office. If you do not have a local office, please type "N/A".

N/A

5. Principal Office*

Pass

Please provide the city and state for your Principal Office.

Branford, Florida

6. Conflict of Interest Statement*

Pass

- A. The above named entity is submitting a Bid for the City of Lake City 014-2024 described as Collection, Transportation & Disposal of WasteWater Sludge.
- B. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.

- C. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
- D. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
- E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
- F. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- G. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Lake City.
- H. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of lake City.
- I. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

Confirmed

7. Disputes Disclosure Form*

Pass

Please select all that pertain to your organization. To answer yes, click on the options that pertain to your organization.

None

8. Disputes Disclosure Form - Explanation*

Pass

If you answered yes for any in the previous question, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved. If you selected none, please type "N/A".

N/A

9. Disputes Disclosure Form - Acknowledgement*

Pass

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Lake City.

Confirmed

10. Drug Free Workplace Certificate*

Pass

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, as an authorized signatory on behalf of our organization, publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United

States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.

- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Confirmed

11. Non-Collusion Affidavit*

Pass

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:
014-2024, Collection, Transportation & Disposal of WasteWater Sludge;
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;

CITY COUNCIL RESOLUTION NO. 2020-050

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ACCEPTING THE BID FROM H & H LIQUID SLUDGE DISPOSAL, INC., FOR THE COLLECTION, TRANSPORTATION, AND DISPOSAL OF WASTEWATER SLUDGE AT A RATE OF \$33.75 PER WET TON, AND AUTHORIZING THE CITY TO EXECUTE AN AGREEMENT WITH THE PROVIDER.

WHEREAS, the City of Lake City, Florida ("City") finds that the bid of H & H Liquid Sludge Disposal, Inc. ("H & H") of \$33.75 per wet ton was the lowest and most responsible bid to the Invitation to Bid 017-2020, advertised for the Collection, Transportation, and Disposal of Wastewater Sludge (the "Project"); and

WHEREAS, the City's staff has recommended, to the City Council, that the bid of H & H be accepted, and that H & H be awarded the contract for the Project at a price of \$33.75 per wet ton (the "Contract Price"); and

WHEREAS, the City Council finds that it is in the City's best interest to accept the bid of H & H and to award the contract to H & H for the aforementioned Project pursuant to the terms, provisions, conditions, and requirements of the Agreement attached hereto as "Exhibit A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this Resolution.

Section 2. The City is hereby authorized to accept the bid of H&H Liquid Sludge Disposal, Inc., and award the Project to H&H Liquid Sludge Disposal, Inc.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Contract as may be deemed necessary to be in the best interest of the City and its citizens. Provided however, that any such changes or modifications shall not cause the payment to H & H to exceed the Contract Price. The Mayor is authorized and directed to execute and deliver the Contract in the name of, and on behalf of, the City with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and H&H Liquid Sludge Disposal, Inc., shall be deemed to be conclusive evidence of approval of such changes,

amendments, modifications, omissions, and additions.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of May, 2020.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

Exhibit

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

Confirmed

12. E-Verify Affirmation Statement*

Pass

014-2024-Collection, Transportation & Disposal of WasteWater Sludge

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Confirmed

13. Bidder's Checklist*

Pass

By submitting a response to this solicitation, the bidder acknowledges that they have read, understand and agree to all requirements and that they have completed in their entirety all required documents and/or attachments as a part of their bid submission.

Confirmed

14. Clarifications and Exceptions*

Pass

Please explain in detail any deviation from the specifications. Each deviation must be itemized by number and must specifically refer to the applicable specification. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification. If there will not be any deviation, please type "N/A".

N/A

15. Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes

FEDERAL IDENTIFICATION NO. (FEID)*

Pass

Please provide your FEIN number here.

59-1832613

ACKNOWLEDGMENTS*

Pass

- A. This sworn statement is submitted with 014-2024.
- B. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
- C. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- D. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
 1. A predecessor or successor of a person convicted of a public entity crime; or

2. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- E. I understand that a “person” as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

Confirmed

PLEASE INDICATE WHICH STATEMENT APPLIES.*

Pass

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

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

REQUIRED DOCUMENTS

Pass

Please upload your Final Order if you selected Option 3 or Option 4 above.

15.4_Required_Documents-_NOT_APPLICABLE.docx

DESCRIBE ACTION TAKEN

Pass

Please describe any action taken by, or pending with, the Department of General Services, if you selected Option 5 above.

N/A

PRICE TABLES

UNIT PRICE PER WET ON FOR SLUDE TRANSPORTED FROM THE CITY OF LAKE CITY'S ST. MARGARET'S WWTF

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Unit Price per Wet Ton	3,840	wet tons	\$65.00	\$249,600.00
TOTAL					\$249,600.00

15.4. Required Documents

Please upload your Final Order if you selected Option 3 or Option 4 above.

NOT APPLICABLE

Exhibit

INVITATION TO BID

014-2024

COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE

City of Lake City
205 N. Marion Ave.
Lake City, FL 32055

RELEASE DATE: May 17, 2024

DEADLINE FOR QUESTIONS: May 31, 2024

PROPOSAL SUBMISSION DEADLINE: June 14, 2024, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/lcfla>

City of Lake City
INVITATION TO BID

Collection, Transportation & Disposal of WasteWater Sludge

- I. Introduction.....
- II. Instruction To Bidders.....
- III. Scope of Work and Related Requirements.....
- IV. General Terms and Conditions.....
- V. Pricing Proposal
- VI. Vendor Questionnaire.....

Exhibit

1. Introduction

1.1. Summary

INVITATION TO BID

014-2024

Sealed bids will be accepted by the City of Lake City, Florida until Friday, June 14, 2024 at 2:00 pm, local time through the City's e-Procurement Portal, OpenGov Procurement. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted through any other means. Bid opening will be promptly at 2:15 PM in the OpenGov located on the 2nd floor in City Hall, at which time all bids will be publicly opened and read aloud for the

Collection, Transportation & Disposal of WasteWater Sludge

Any deviation from the specifications must be explained in detail under "Clarifications and Exceptions", as part of the Bidder's Response, and each deviation must be itemized by number and must specifically refer to the applicable specification paragraph and page. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification.

All questions related to this ITB shall be submitted in writing through the [OpenGov Procurement](#) Question/Answer Tab via the City's e-Procurement portal, on or before, Question & Answer Submission Date by Question & Answer Submission Time. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

All questions must be in writing and directed to the Procurement Director. All questions will be answered in writing. Any answers which may alter the scope of work will be answered in the form of addenda. Any and all addenda must be acknowledged through the City's e-Procurement Portal. Deadline for receiving questions is Friday, May 31, 2024 at 4:00 pm. Questions received after this date and time will not be considered.

Bidder may not withdraw his/her bid for a period of ninety (90) days following the opening of the responses.

The City of Lake City is exempt from State Use Tax, State Retail Tax and Federal Excise Tax. The bid price must be net, exclusive of taxes. Bidder's proposal must be dated, signed by authorized representative, title, firm name, address, and telephone number.

Local Vendor Preference: City of Lake City Administrative Policy #18 states that the bid of a resident of Columbia County, Florida will have a 5% preference over the bid submitted by any non-resident of Columbia County. A resident is defined as an individual whose primary residence is within Columbia County, Florida, a partnership whose principals are all residents of Columbia County, Florida, partnership or other business entity whose principal place of business is within Columbia County, Florida, or which maintains a full time business office open to the public within Columbia County, Florida. With these and

other contributing factors the City Council reserves the right to award a bid or contract in the best interest of the City.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and city holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Department or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any Bidder desirous of protesting a bid for any reason must file a written notice of bid protest with the City Manager's office within 72 hours following posting of notice of intended award. All protest will be in writing stating the bid being protested and the specific reason of the protest. All protest will be signed by the Protestor and include all detail for a complete and thorough review. The decision of the City Manager, after consultation with the City Attorney will be issued within five (5) working days of the receipt of the protest, unless additional time is agreed upon by all parties involved should circumstance warrant such a delay.

By submission of his/her bid, the Bidder certifies that:

- A. The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment described in the Invitation to Bid.
- B. The contents of the bid have not been communicated by the Bidder, his/her employees or agents, to his/her best knowledge and belief, to any person not an employee or agent of the Bidder or his surety in any bond furnished herewith and will not be communicated to any such person prior to the official opening of the bids.

The City of Lake City reserves the right to accept or reject any/all bids and to award the contract in the best interest of the City of Lake City, Florida.

CITY OF LAKE CITY, FLORIDA

Dee Johnson

Interim City Manager

1.2. [Background](#)

The City is looking to establish a contract for the purpose of the Collection, Transportation and Disposal of Wastewater Sludge at the City's Wastewater Facilities. This contract will have a term of 3 years with the option of two (2) one (1) year renewals.

1.3. [Contact Information](#)

Project Contact:

Cody Pridgeon

Wastewater Director
527 SW Saint Margarets Street
Lake City, FL 32055
Email: pridgeonc@lcfla.com
Phone: [\(386\) 758-5455](tel:(386)758-5455)

Procurement Contact:

Angel Bryant

Procurement Analyst
205 N Marion Ave
Lake City, FL 32055
Email: bryanta@lcfla.com
Phone: [\(386\) 719-5818](tel:(386)719-5818)

Department:

Procurement

1.4. [Timeline](#)

Release Project Date	May 17, 2024
Question Submission Deadline	May 31, 2024, 4:00pm
Question Response Deadline	June 7, 2024, 4:00pm
Proposal Submission Deadline	June 14, 2024, 2:00pm
Contractor Selection Date	June 21, 2024

2. Instruction To Bidders

2.1. Overview

The City of Lake City is accepting bids for The City of Lake City is looking to enter into contract for the purpose of collection, transportation and disposal of wastewater sludge..

Bidders shall create a FREE account with OpenGov Procurement by signing up at <https://procurement.opengov.com/signup>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic response.

2.2. Pre-Bid Meeting

There will be no pre-bid meeting associated with this project.

2.3. Submittal Deadline

Bids shall be submitted via the City's e-Procurement Portal, OpenGov Procurement, no later than Friday, June 14, 2024 at 2:00 pm. Late proposals shall not be accepted.

Bids must be submitted via the [City's e-Procurement Portal, OpenGov](#) and may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

2.4. Questions

All questions related to this ITB shall be submitted in writing via the OpenGov Question/Answer Tab via the [City's e-Procurement portal](#), on or before, Friday, June 7, 2024 by 4:00 pm. All questions submitted and answers provided shall be electronically distributed via email to bidders following this solicitation on the City's e-Procurement Portal. Oral answers given by anyone shall not be authoritative.

2.5. Addenda

- A. The Procurement Department may issue an addendum in response to any inquiry received, prior to the deadline for questions which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, regardless of the source, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. Bidders will be notified by email when an any addendum are issued.
- B. It is the Bidders responsibility to ensure receipt of all addenda and any accompanying documentation. The Bidder is required to Acknowledge receipt of the addenda in the OpenGov system. Failure to acknowledge each addendum in the OpenGov system will prevent your bid from being submitted.

2.6. Contents of Solicitation and Bidders Responsibilities

It is the responsibility of the Bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the Bidder will not be accepted as a basis for varying the requirements of the City or the amount to be paid to the vendor.

Exhibit

3. Scope of Work and Related Requirements

3.1. General Scope of Work

The following requirements are for the transport and disposal of Residual Wastewater Sludge, also referred to as 'Biosolids' generated by City of Lake City St Margaret's Wastewater Facilities. The Contractor shall be responsible for providing any and all labor, equipment, transportation and supplies necessary to transport and dispose of Class B wastewater residuals from the Wastewater Treatment Facility as listed herein on an as needed basis as determined by the Wastewater Division Staff.

The Contractor must meet all applicable Florida Department of Environmental Protection (FDEP), and Environmental Protection Agency (EPA) rules and regulations regarding the transport and disposal of Class B wastewater residuals.

The Contractor must meet the City requirements set forth herein regarding scheduling, removal rates, liability, equipment, chain of custodies, abnormal events, disposal site(s), and personnel certification and abnormal events. The Contractor shall also meet all attached requirements contained within the FDEP Operational Permit

3.2. Facility & Residual Information

Residuals are produced by the following Wastewater Treatment Facility and the Kicklighter Facility:

FACILITY	FDEP PERMIT#	
St Margaret WWTF	FL113956	527 S.
Kicklighter WWTF	FL758353	259 S.

Wastewater Residuals produced by the above referenced facilities are classified as Class "B". The facilities shall achieve Class "B" pathogen reduction as required in 400CFR 5032(b)(2), 400CFR 503.32(b)(3) and Florida Administrative Code, (FAC) 640.600 (1)(b). Vector Attraction shall be met by meeting 40CFR 503.33(b)(10) and FAC 62-640.600(2)(a), which calls for the incorporation of residuals applied to or placed on the land surface within specified time periods after application of placement on the land surface.

As an Alternative for disposal the sludge can be disposed of in an EPA, FDEP or other State Environmental Regulatory Agency approved lined landfill.

If the Biosolids (sludge) is disposed of in an approved landfill it must meet the following requirements - 62-640.100 Scope, Intent, Purpose, and Applicability (6) Other Applicable Rules. (b) Disposal of Biosolids, septage, and other solids in a solid waste landfill shall be in accordance with Chapter 62-701, F.A.C.

3.3. Points of Contact:

Points of Contact:

Each of the sites shall have qualified operators on duty during regular hours of operation. The Contractor shall coordinate with these operators prior to pick up of sludge. The following individuals are the points of contact.

Cody Pridgeon, Wastewater Director: (386)758-5455

Bill Fish, Chief Operator: (386) 758-5497

Tyler Todd, Lead Operator – (386)758-5467

3.4. Collection & Transportation

The Contractor shall collect wastewater sludge from the facility as listed above on an as needed basis.

The Chief and/or

Lead Operators from the St Margaret WWTF Division will normally be the ones to contact the Contractor and coordinate placement of trailers, collection of sludge, and removal of trailers. Sludge from each facility is dewatered via centrifuge to an average of 20% solids. Once processed, the sludge will then be collected and transported for proper disposal or land application of the sludge. If the Centrifuge is not online or properly working or if there are any conditions that change the production of an acceptable Biosolids as defined above due to operational or other mechanical issue, the Contractor will be notified and will need to temporarily haul liquid sludge.

The Contractor shall be responsible for providing two (2) 30 to 40-yard dump trailers and a Yard Dog (Tractor portion of the Tractor/Trailer assembly) at each facility. A third trailer must be provided if the process requires operating a third shift as may be occasionally necessary. The Yard Dog is to be left on site for moving the trailers under the stationary Sludge conveyor. It shall be the responsibility of the Contractor to pick up the loaded trailer and connect the standby trailer as well as bringing a second empty trailer to be stored on site and ready for use when one trailer is filled. At no time shall the Contractor leave any wastewater treatment facility without an empty trailer and/or Yard Dog with which to collect sludge. The Yard Dog and trailers must be in good mechanical and operational condition at all times. If any off site repairs to the Yard Dog or trailers are needed it must be coordinated with The WWTF Staff. At all times the Contractor's priority to the City of Lake City is to insure sludge production and disposal is not impeded at any time.

3.5. Equipment and Personnel:

Residuals shall be removed from the facility at the established site. The Yard Dog must be left on site and be in good (safe) working order at all times. It is the responsibility of the Contractor to perform all necessary maintenance and keep the unit fueled at all times. The trailers must have a proper tailgate

seal or other method to prevent off site tracking once the sludge leaves the facility where the Biosolids are generated or the application sites. Trailers cannot allow unacceptable “tracking” leakage from the tailgate or any portion of the trailers transporting the City’s Biosolids. The Contractor shall be responsible for providing any and all supplies and equipment to clean up any and all oil, diesel and hydraulic fluid that is spilled. The Contractor shall be responsible for providing any and all supplies and equipment to clean up any and all oil, diesel and hydraulic fluid that is spilled. Clean up shall be performed at the time of the spill.

In the process of transporting the Biosolids offsite, if any material is spilled or lost from the trailer while hauling the material and before reaching the delivery destination, the contractor shall insure containment and proper clean up shall be performed by the contractor immediately at the time of the spill.

The Contractor shall only use personnel who have been trained on the equipment and possess the required CDL license and endorsement for the vehicle to be used.

The City’s operation and maintenance staff will move the Yard Dog and trailer as needed to get any sludge loaded spread as evenly as possible in the trailer without the use of rakes and/or shovels (manual labor).

3.6. [Scheduling](#)

The Saint Margarets Wastewater facility is staffed Monday through Sunday from 6:00 am – 10:00 pm and the Kicklighter Facility is staffed 6:00 am – 2:00 pm. The Chief or Lead Operator is in charge and shall give the Contractor a minimum of twenty-four (24) hour notification as to the volume of residuals to be removed. Typically, no pick-ups are needed on weekends or recognized City Holidays when there is a minimal staff.

3.7. [Sampling & Analysis of Residuals](#)

The City is responsible for the permit required sampling and analysis and shall be conducted in accordance with 40CFR Part 503, Section 503.8. Grab samples shall be used for pathogens and composite samples for metals. Residuals cannot be applied if any single ceiling concentration is exceeded. The residuals dry solids content shall be from 1.5% to 3.0%. A monthly average on a wet ton basis is three hundred and twenty (320) wet tons. Sampling shall be conducted on an annual basis for the following parameters:

It shall be the duty of the Contractor to insure that the cumulative loading limits are not exceeded by the applicator.

The Contractor shall be furnished with copies of the most recent test results. The Contractor shall supply to the St Margaret WWTF and the Kicklighter Facility an Annual Report containing all samples and field

collection data that directly impacts the St Margaret WWTF residual disposal sites and/or that is required by the facility(s) Permit.

PARAMETER	Ceiling Concentration	
Total Nitrogen	Report Only	N/A
Total Phosphorous	Report Only	N/A
Total Potassium	Report Only	N/A
Arsenic	75mg/kg dry weight	36.6 po
Cadmium	85mg/kg dry weight	34.8 po
Copper	4300 mg/kg dry weight	1340 po
Lead	840 mg/kg dry weight	268 po
Mercury	57 mg/kg dry weight	15.2 po
Molybdenum	75 mg/kg dry weight	N/A
Nickel	420 mg/kg dry weight	375 po
Selenium	100 mg/kg dry weight	89.3 po
Zinc	7500 mg/kg dry weight	2500 po
p.H.	Report Only	N/A
Total Solids	Report Only	N/A
Fecal Coliform	Report, <2million geometric mean CFU/g	N/A

3.8. Chain of Custody & Record Keeping

Each load of residuals removed shall have its own Chain of Custody (Manifest) and will contain both Facility and Application Certification Statements. The Applicator statement shall read as follows:
 This Certifies that I shall be transporting this load to an approved agricultural use site specified within the facility Permit as required by Chapter 62-640 FAC. The Transport shall sign, date and record time in and out.

Facility Statement shall read as follows:

This certifies that the wastewater residuals contained herein have been properly treated and stabilized

according to FAC 62-640 and 40 CFR Part 503. I further certify that this is a full load being transported. Certified operator shall sign and date.

Chain of Custody (Manifest) shall have the following information regarding transport vehicle and residual information:

- 1.Truck Registration # 2.Trailer Unit #
- 3.Residual Type 4.Residual Classification
- 5.Residual Volume 6.Date & Time of Pickup

Agricultural Site Data:

1. Weather Conditions
2. Site Location
3. Area of Application for the load
4. Method of Application
5. Water Table

Information required by Permit, 40CFR 503 or FAC 62-640 pertaining to the Agricultural Use Site loading (also known as Nutrient Management Plan (NMP)) and agronomic rates shall be supplied by the Contractor on a semiannual basis and kept by the Utility Department for perpetuity. All other test and field data shall be maintained for a minimum of five (5) years.

3.9. Abnormal Events:

An abnormal event is defined for the purposes of this Bid as an event, scheduled or un-scheduled, which requires large volumes of sludge to be removed in a short amount of time. The estimated volume of sludge that would need to be hauled in an average week day is estimated at 80 wet tons and 320 wet tons for an average month. The estimated number of loads that would need to be hauled in an average week is four (4) loads each with an approximate volume of 20 wet tons. The Contractor must have sufficient resources to meet abnormal event volumes that exceed the estimate average as described here.

The Contractor shall have an approved FDEP disposal site(s) that is available for use during historically wet weather months and/or when rainfall amounts restrict residual application due to high ground water levels.

3.10. Prohibited Acts

Any application of the residuals to non-approved disposal sites or in a manner that does not meet the requirements contained with the FDEP operating permits for the St Margaret wastewater facility is prohibited. The use of equipment for transport and/or disposal of the residuals shall not be used in the transport or disposal of materials which by contact or reaction may result in a violation of the limits set forth for the land application of Class B residuals per FAC 62-640 and 40CFR 503. This includes no tracking off of the generation and the application sites.

3.11. Liability of Contractor/Applicator/City of Lake City

The Permittee (City of Lake City) shall not be held responsible for violations resulting from land application of residuals if the Permittee can demonstrate that it has delivered residuals that meet the parameter concentrations and appropriate treatment requirements as specified within the facility(s) Permit. The Contractor shall legally agree in writing to accept responsibility for proper land application of the residuals. The agreement shall state that the Contractor agrees, upon delivery of residuals that have been treated as required by FAC 62-604, that he shall accept responsibility for proper land application of the residuals and shall comply with the requirements contained within each facility's Permit. The contractor

shall be furnished with copies of those requirements pertaining to this agreement.

The City of Lake City and the FDEP Permit facility, St Margaret WWTF, shall not be liable for violations resulting from land application of residuals if said residuals meet parameter concentrations and treatment requirements as required by the Permit. The Contractor shall be responsible in the event that by cause or accident the residuals are released at any site other than those specified by Permit for each facility.

3.12. Disposal Requirements:

The Bid Prices must include any and all delivery charges for disposal at any site selected by the Contractor. The disposal site(s) must be approved by FDEP (other Environmental State Agency if outside the State of Florida), EPA and OSHA where applicable.

Delivery of residuals at the disposal site from the collection site must be accomplished on the same day as the collection of the residuals. Disposal must be accomplished in accordance with these Specifications. The Contractor must have for its use a primary and secondary disposal site selected.

3.13. Permitting

The successful contractor shall be responsible for providing all required drawings and specifications required to obtain the appropriate building permits. Permit fees will be paid for by the contractor. The awarded bidder shall secure permits and arrange for inspections as required.

3.14. Protection of Property/Property Conditions

- A. If property is damaged performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the bidder in a manner acceptable to the City of Lake City.
- B. Bidder shall notify the Contract Manager for the City of the work site having pre-existing damage before beginning the work. Failure to do so shall obligate the bidder to make repairs as addressed in this solicitation.
- C. Bidder shall be responsible for securing all work areas to be safe.

3.15. Safety

The Contractor shall be responsible for the safe conduct of his/her personnel during the execution of the work detailed herein. The Contractor shall meet or exceed the standards set for by the Occupational Safety and Health Administration (OSHA) and requirements established by the Federal, State, and Local agencies. Should an unsafe condition be identified during the execution of this work, the Contractor will immediately suspend such activity until a safe method can be employed.

3.16. Employees

- A. Contractor shall be responsible for the appearance of all working personnel assigned to the project. Personnel shall be clean and appropriately dressed at all times. Personnel must wear property identification at all times (company shirts, ID badges, etc.)
- B. All personnel of the Contractor shall be considered to be, at all times, the sole employees of the Contractor, under the Contractor's sole direction, and not an employee or agent of the City of Lake City. The Contractor shall supply competent and physically capable employees and the City of Lake City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on city property is not in the best interest of the City of Lake City. The City of Lake City shall not have any duty to implement or enforce such requirements.
- C. Contractor shall assign an "on-duty" supervisor who speaks and reads English.
- D. Contractor shall have its employees refrain from the use of tobacco products in the City's buildings or grounds. Tobacco use will be allowed in designated areas only.
- E. Contractor shall be solely responsible for receiving all materials and equipment at site.

3.17. Disposal of Waste

The successful Contractor shall be responsible for the daily disposal of all waste materials, debris, and any and all excess materials, containers, etc. at an off-site location in accordance with local, state and federal regulations. The City dumpsters are not to be used by the Contractor. Disposal of waste materials shall be in a proper manner in accordance with all environmental guidelines and regulations.

3.18. Warranty

- A. The Contractor agrees that the goods furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods and that the rights and remedies provided therein are in addition to and do not limit those available to the City of Lake City by any other clause of this solicitation. A copy of this warranty shall be furnished with the bid. At a minimum, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final acceptance of the entire project by the City of Lake City in writing.

- B. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in this solicitation and under the contract shall be new, in first class condition, and in accordance with the ITB documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Defects discovered during the warranty period shall be corrected by the Contractor to the City of Lake City's satisfaction.

Exhibit

4. General Terms and Conditions

4.1. Definitions

- 1.1. **Addendum:** A written change to a Solicitation.
- 1.2. **Bid, Offer, or Response:** Shall refer to any bid, offer, or response submitted in regard to this Invitation to Bid that if accepted would bind the Contractor to perform the resultant contract.
- 1.3. **Bidder:** A general reference to any entity responding to this solicitation and must be the party entering into the Agreement with the City; also includes bidder, contractor, company, respondent, vendor, etc.
- 1.4. **Contract:**The Agreement to provide the goods or perform the services set forth in this solicitation.
 - 1.4.1. **Purchase of Goods-** The contract will be comprised of the solicitation document signed by the vendor with any addenda and other attachments specified incorporated and a City purchase order.
 - 1.4.2. **Performance of Services –** The contract will be comprised of the Agreement between the City and the vendor, the solicitation document, any addenda, and other attachments incorporated into the agreement.
- 1.5. **Contractor:**The vendor to whom award has been made.
- 1.6. **City:** Shall refer to City of Lake City, Florida.
- 1.7. **Required Bid Bonds –** Bidder is required to send in their bid bonds (if applicable) by the due date and time of the solicitation.
- 1.8. **Invitation to Bid (ITB):** Shall mean this solicitation document, including any Addenda, used to communicate City requirements to prospective bidders and to solicit bid responses from them.
- 1.9. **Language:** The City has established for purposes of this solicitation that the words “shall”, “must”, or “will” are equivalent in this solicitation and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City’s sole discretion, the deficient response is not in substantial accord with this ITB’s mandatory requirements. The words “should” or “may” are equivalent in this solicitation and indicate very desirable conditions or requirements, but are permissive in nature.
- 1.10. **Owner:** Shall refer to City of Lake City, Florida.
- 1.11. **Responsible:** Refers to a vendor that has the capacity and capability to perform the work required under a Solicitation and is otherwise eligible for award.
- 1.13. **Responsive:** Refers to a Bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an ITB. Their bid, offer or response conforms to the instructions and format specified in the solicitation document.
- 1.14. **Solicitation:** The written document detailing the solicitation requirements and requesting bids, offers or submittals from Bidders.

4.2. Qualifications of Respondents

The City of Lake City reserves the right before awarding the contract, to require the Bidder to submit such evidence of his qualifications and experience as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a respondent.

- A. The Bidder is assumed to be familiar with all Federal, State or local laws, codes, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the Contract. Ignorance of legal requirements on the part of the Bidder will in no way relieve him of responsibility.
- B. Any Bidder may be required to show to the complete satisfaction of the City of Lake City that he/she has the necessary personnel, facilities, abilities, and financial resources to perform the work in a satisfactory manner and within the time specified.
- C. Bidder must possess any and all required licenses to perform and complete the work necessary in this project. The Bidder must be licensed at the time of submitting their bid and the license must be in effect for the entire period of the project.

4.3. Award

Award may be made to the Bidder which offers the best value to the City. The City reserves the right to reject any and all offers, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.

4.4. Assignment

The Contractor shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.

4.5. Basis for Bidding

The total amount bid shall be based on quantities, unit prices and/or lump sum(s) according to the "Pricing Table" provided. Any quantities shown in the Pricing Table are estimates for the purpose of arriving at a total bid price for comparison of Bid Responses.

A Bidders bid prices shall be firm for ninety (90) calendar days after the solicitation opening date, unless stated differently in the Special Terms and Conditions. In the case of a discrepancy between the unit cost and extended cost the unit cost quoted will take precedence and the Procurement Department shall make and note the correction on the Final Bid Tabulation.

4.6. Bidder Eligibility

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Eligibility requirements for contract award are:

- 6.1. Have NO delinquent indebtedness to the City of Lake City or other federal, state, or local agencies;
- 6.2. Shall be regularly and consistently engaged in providing services the same or similar to those being requested in the solicitation;
- 6.3. Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract;
- 6.4. Be able to comply with the required or proposed delivery or performance schedule;
- 6.5. Have a satisfactory record of performance. Vendors who are or have been seriously deficient in current or recent contract performance (when the number of contracts and the extent of the deficiency of each are considered, in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor) shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility;
- 6.6. Have a satisfactory record of integrity and business ethics;
- 6.7. Be properly licensed by the appropriate regulatory agency for the work to be performed;
- 6.8. Not have any previous or current investigations, regardless of disposition or outcome, by the regulatory agency responsible for licensing Contractors; and
- 6.9. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

4.7. Cancellation of Solicitation

The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.

4.8. Changing of Forms

If the City discovers any bid forms submitted by a bidder in response to this solicitation have been altered the City may, at its discretion, disqualify the Bidder and not consider their bid for award.

4.9. Tax Exempt

The City is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The City will provide a tax exemption certificate upon request. Contractors doing business with the City are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with

the City, nor shall any contractor be authorized to use any of the City's Tax Exemptions in securing such materials.

4.10. Collusion Among Firms

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation of such submittals. Related parties shall mean an interested party or the principals thereof which have a direct or indirect ownership interest in another interested party for the same contract or in which a parent company or the principals thereof of one interested party have a direct or indirect ownership interest in another interested party for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment shall also be presumed to be collusive. The relationship of manufacturer or their representative(s) providing pricing to distributors while each party submits a bid for the same materials, supplies, services, or equipment shall be presumed to be collusive. Responses found to be collusive shall be rejected. Respondents which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive actions may be terminated for default.

4.11. Conflict of Interest

The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the City of Lake City. Further, all respondents must disclose the name of any City of Lake City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Bidders firm or any of its branches.

4.12. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Terms and Conditions, the Supplemental Terms & Conditions the Statement of Work, the Schedule of Bid Items, or any addendum issued, the order of precedence shall be the last addendum issued, the Schedule of Bid Items, the Statement of Work, the Special Terms & Conditions, the Supplemental Terms & Conditions and then the General Terms & Conditions. In addition, in the case of a conflict between any term or provision contained in contract documents which cannot be resolved by the order of precedence set forth previously, the term or condition that is more stringent and/or specific shall govern and apply.

4.13. Continuation of Work

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the vendor, continue until completion without change to the then current prices, terms and conditions.

4.14. Cost of Preparing Bid Response

All costs incurred by the Bidder for proposal preparation and participation in this competitive procurement will be the sole responsibility of the Bidder. The City of Lake City shall not reimburse any Bidder for any such costs.

4.15. Execution of Contract

The Contractor to whom the City intends to award a Contract will be required to execute an Agreement within ten (10) days from the date of the Notice of Recommendation for Award, and deliver these executed instruments as instructed to the City of Lake City Procurement Department.

4.16. Interpretation of Contract Documents

Each Bidder shall thoroughly examine the Forms Response Form, and all other papers comprising the Contract Documents. He shall also examine and judge for himself all matters relating to the location and the character of the proposed work. If the Bidder should be of the opinion that the meaning of any part of the specifications is doubtful or obscure, or that they contain errors or reflect omissions, he should report such opinion or opinions in writing for an interpretation to the Procurement Department at 205 N. Marion Ave., Lake City, FL 32055 or by email to procurement@lcfla.com. Your notification should be done immediately, but in not case no later than **seven (7) business days** before the due date and time.

The City shall not be responsible for oral interpretation given by any City representative, the issuance of a written addendum being the only official method whereby such an interpretation will be given. The failure of the Bidder to direct the attention of the Purchasing Representative to errors or discrepancies will not relieve the Bidder, should he be awarded the contract, of responsibility of performing the work to the satisfaction of the City of Lake City in accordance with the specifications.

4.17. Liability

The Contractor shall hold and save the City of Lake City, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of a Contract resulting from this solicitation.

4.18. Notice to Proceed

Following contract award the City shall schedule with Contractor a pre-construction meeting. At that meeting the parties will mutually agree on a projects start date which will be used as the Notice to Proceed date. The City shall provide the Notice to Proceed (NTP) to the Contractor. Contractor shall sign NTP acknowledging receipt and agreeing to the dates. The performance period will be defined in the NTP using the NTP date with the days stated in the Time of Completion paragraph of the Contract Documents.

4.19. Price Bid

The unit prices, lump sum(s) and total price bid for the work shall be stated in figures in the appropriate places on the prescribed form(s), and shall be firm for ninety (90) calendar days after the solicitation opening date, unless stated differently in the Special Terms and Conditions. In the case of a discrepancy between the unit cost and extended cost the unit cost quoted will take precedence.

4.20. Protests

Protests can only be made by Interested Parties. Any Bidder desirous of protesting a bid for any reason must file a written notice of bid protest with the City Manager's office within 72 hours following posting of notice of intended award. All protest will be in writing stating the bid being protested and the specific

reason of the protest. All protest will be signed by the Protestor and include all detail for a complete and thorough review. The decision of the City Manager, after consultation with the City Attorney will be issued within five (5) working days of the receipt of the protest, unless additional time is agreed upon by all parties involved should circumstance warrant such a delay.

4.21. Public Entity Crime

Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid Response on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid Responses on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

4.22. Public Record

The Owner is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's public records law. Specifically, the Contractor shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 719-5826 OR (386) 719-5756, CITYCLERK@LCFLA.COM, CITY CLERKS OFFICE, 205 N MARION AVE., LAKE CITY, FL, 32055.

4.23. Insurance

- A. Without limiting Contractor's indemnification, it is agreed that the successful Contractor will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Contractor's policy contains higher limits, the City of Lake City will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the City naming the City of Lake City as additional insured. These certificates must provide a ten (10) calendar day notice to the City in the event of cancellation, non-renewal or a material change in the policy.
- B. Statutory Workers Compensation insurance as required by the State of Florida.
- C. Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- D. Business Vehicle/Umbrella Liability insurance with a minimum limit of \$200,000 per occurrence, and \$300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury. Notice, these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.

4.24. Indemnity

Successful contractor will indemnify and hold Owner and Owner's agents harmless from any loss, cost, damage or injury sustained by any persons (s) as a result of the actions of employees or officers of the Contractor, subcontractors or suppliers.

4.25. Liquidated Damages

In the event the bidder is awarded the contract and fails to complete the work within the time limit or extended time limit agreed upon, liquidated damages will be paid to the City of Lake City at the sum of \$500.00 per day for all work awarded under the contract until the work has been satisfactorily completed and accepted by the City.

4.26. Schedule

- A. Upon receipt of all required documents a Notice to Proceed will be issued.

- B. The successful Contractor must complete all work within n/a calendar days after delivery of equipment.

4.27. Special Conditions

- A. Extended time may be allowed for the completion of this project due to inclement weather.
- B. Decisions to allow days added to the contract due to inclement weather will be based upon weather records as recorded with the State of Florida, Division of Forestry located in Lake City, Florida and approved by the City of Lake City Project Manager.
- C. In the event additional days are awarded the contractor must notify the City of Lake City Procurement department at the beginning of work stoppage and each succeeding day until work can be safely resumed.

4.28. Payment

Payment will be based on: (a) City's acceptance of work, and (b) submitted evidence, if requested by the City, that all payrolls, materials, bills, and indebtedness connected with the work have been paid. The City may withhold an amount as may be necessary to pay such claims for labor and services rendered and materials involved with the work. Payment to Contractor will be made within thirty (30) calendar days of receipt of invoice, assuming there are no contested amounts with the invoice.

4.29. Or Equal

Any manufacturers' names, trade names, brand names or catalogue numbers used in the specifications are for the purpose of describing and establishing general performance and quality levels. Such references are not intended to be restrictive. Bids are invited on these and comparable brands or products provided the quality of the proposed products meet or exceed the quality of the specifications listed for any item. All requests for "or equal" consideration must be received prior to the deadline for receiving questions.

4.30. Experience/References

Bidders must provide a statement of qualifications and include with their proposal a minimum of three (3) references for similar project in the last five (5) years. The list of references must be submitted as a part of the bidder response as provided within the vendor questionnaire. All reference materials provided become the property of the City of Lake City and also become public record.

4.31. Change Orders

- A. Notify the City of Lake City of any conditions in the project area that are not addressed within the specifications that may require a change order.
- B. Change orders to the scope of work or additional work requested by the City of Lake City must be in written form and initiated by the Contractor.

- C. All changes or additions will be approved by the City of Lake City prior to work being initiated.

4.32. Addendum

It will be the sole responsibility of the bidder to contact the Purchasing Department prior to submitting a bid to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their bid. Failure to submit acknowledgement of any addendum that affects the bid price is considered a major irregularity and will be cause for rejection of the bid.

4.33. Required Documents

The enclosed documents must be executed and returned with bid proposal or the proposal may be considered non-responsive. (Conflict of Interest Statement, Disputes Disclosure Form, Drug Free Workplace Certificate, Non-Collusion Affidavit of Proposer, References, Public Entity Crime Statement and E-Verify Affirmation Statement.

4.34. Employment Eligibility Verification (E-Verify)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

4.35. Payment And Performance Bonds

Payment and performance bonds are not a requirement of this bid.

4.36. Additional Information

The City of Lake City reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

5. Pricing Proposal

UNIT PRICE PER WET ON FOR SLUDE TRANSPORTED FROM THE CITY OF LAKE CITY'S ST. MARGARET'S WWTF

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Unit Price per Wet Ton	3,840	wet tons		
TOTAL					

Exhibit

6. Vendor Questionnaire

6.1. References*

As per the [Terms and Conditions](#), please provide the company name, address, contact person, telephone number and length of time services, using the following format, of at least three (3) client/customer references.

***Note: only list those client/customers in which a similar type of equipment/product of scope of work/service was provided.**

Company Name: _____

Address: _____

Business Phone #: _____

Contact Person: _____

Email: _____

Length of time services provided: _____

*Response required

6.2. Proposed Land Application or EPA/FDEP APPROVED LANDFILL DISPOSAL SITE(S): *

*Response required

6.3. Title and Organization*

Please provide your title and organization's name.

*Response required

6.4. Local Office*

Please provide the city and state for your local office. If you do not have a local office, please type "N/A".

*Response required

6.5. Principal Office*

Please provide the city and state for your Principal Office.

*Response required

6.6. Conflict of Interest Statement*

- A. The above named entity is submitting a Bid for the City of Lake City 014-2024 described as Collection, Transportation & Disposal of WasteWater Sludge.

- B. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
- C. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
- D. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
- E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
- F. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- G. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Lake City.
- H. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of lake City.
- I. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

Please confirm

*Response required

6.7. [Disputes Disclosure Form*](#)

Please select all that pertain to your organization. To answer yes, click on the options that pertain to your organization.

Select all that apply

- Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?
- Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?
- Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

None

*Response required

6.8. [Disputes Disclosure Form - Explanation*](#)

If you answered yes for any in the previous question, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved. If you selected none, please type "N/A".

*Response required

6.9. [Disputes Disclosure Form - Acknowledgement*](#)

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Lake City.

Please confirm

*Response required

6.10. [Drug Free Workplace Certificate*](#)

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, as an authorized signatory on behalf of our organization, publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

“As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”.

Please confirm

*Response required

6.11. Non-Collusion Affidavit*

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:
014-2024, Collection, Transportation & Disposal of WasteWater Sludge;
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;
- E. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Please confirm

*Response required

6.12. E-Verify Affirmation Statement*

014-2024-Collection, Transportation & Disposal of WasteWater Sludge

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of,

(a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,

(b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Please confirm

*Response required

6.13. Bidder's Checklist*

By submitting a response to this solicitation, the bidder acknowledges that they have read, understand and agree to all requirements and that they have completed in their entirety all required documents and/or attachments as a part of their bid submission.

Please confirm

*Response required

6.14. Clarifications and Exceptions*

Please explain in detail any deviation from the specifications. Each deviation must be itemized by number and must specifically refer to the applicable specification. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification. If there will not be any deviation, please type "N/A".

*Response required

6.15. Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes

6.15.1. Federal Identification No. (FEIN)*

Please provide your FEIN number here.

*Response required

6.15.2. Acknowledgments*

- A. This sworn statement is submitted with 014-2024.
- B. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
- C. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by

indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

1. A predecessor or successor of a person convicted of a public entity crime; or
2. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Please confirm

*Response required

6.15.3. Please indicate which statement applies.*

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

Select all that apply

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

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with, and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies - option 3, 4 or 5))

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

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

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

*Response required

6.15.4. Required Documents

Please upload your Final Order if you selected Option 3 or Option 4 above.

6.15.5. Describe Action Taken

Please describe any action taken by, or pending with, the Department of General Services, if you selected Option 5 above.

Exhibit



EVALUATION TABULATION

ITB No. 014-2024

Collection, Transportation & Disposal of WasteWater Sludge

RESPONSE DEADLINE: June 14, 2024 at 2:00 pm

Report Generated: Monday, June 17, 2024

SELECTED VENDOR TOTALS

Vendor	Total
H&H Liquid Sludge Disposal, Inc	\$249,600.00

UNIT PRICE PER WET ON FOR SLUDE TRANSPORTED FROM THE CITY OF LAKE CITY'S ST. MARGARET'S WWTF

Unit Price per wet on for slude transported from the City of Lake City's St. Margaret's WWTF					H&H Liquid Sludge Disposal, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	Unit Price per Wet Ton	3840	wet tons	\$65.00	\$249,600.00
Total						\$249,600.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	H&H Liquid Sludge Disposal, Inc
References	
Proposed Land Application or EPA/FDEP APPROVED LANDFILL DISPOSAL SITE(S):	Pass
Title and Organization	Pass
Local Office	Pass

EVALUATION TABULATION

ITB No. 014-2024

Collection, Transportation & Disposal of WasteWater Sludge

Question Title	H&H Liquid Sludge Disposal, Inc
Principal Office	Pass
Conflict of Interest Statement	Pass
Disputes Disclosure Form	Pass
Disputes Disclosure Form - Explanation	Pass
Disputes Disclosure Form - Acknowledgement	Pass
Drug Free Workplace Certificate	Pass
Non-Collusion Affidavit	Pass
E-Verify Affirmation Statement	Pass
Bidder's Checklist	Pass
Clarifications and Exceptions	Pass
Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes	
Federal Identification No. (FEID)	Pass
Acknowledgments	Pass
Please indicate which statement applies.	Pass
Required Documents	Pass
Describe Action Taken	Pass

CITY COUNCIL RESOLUTION NO. 2020-050

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ACCEPTING THE BID FROM H & H LIQUID SLUDGE DISPOSAL, INC., FOR THE COLLECTION, TRANSPORTATION, AND DISPOSAL OF WASTEWATER SLUDGE AT A RATE OF \$33.75 PER WET TON, AND AUTHORIZING THE CITY TO EXECUTE AN AGREEMENT WITH THE PROVIDER.

WHEREAS, the City of Lake City, Florida ("City") finds that the bid of H & H Liquid Sludge Disposal, Inc. ("H & H") of \$33.75 per wet ton was the lowest and most responsible bid to the Invitation to Bid 017-2020, advertised for the Collection, Transportation, and Disposal of Wastewater Sludge (the "Project"); and

WHEREAS, the City's staff has recommended, to the City Council, that the bid of H & H be accepted, and that H & H be awarded the contract for the Project at a price of \$33.75 per wet ton (the "Contract Price"); and

WHEREAS, the City Council finds that it is in the City's best interest to accept the bid of H & H and to award the contract to H & H for the aforementioned Project pursuant to the terms, provisions, conditions, and requirements of the Agreement attached hereto as "Exhibit A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this Resolution.

Section 2. The City is hereby authorized to accept the bid of H&H Liquid Sludge Disposal, Inc., and award the Project to H&H Liquid Sludge Disposal, Inc.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Contract as may be deemed necessary to be in the best interest of the City and its citizens. Provided however, that any such changes or modifications shall not cause the payment to H & H to exceed the Contract Price. The Mayor is authorized and directed to execute and deliver the Contract in the name of, and on behalf of, the City with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and H&H Liquid Sludge Disposal, Inc., shall be deemed to be conclusive evidence of approval of such changes,

amendments, modifications, omissions, and additions.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of May, 2020.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

Exhibit