



**INVITATION FOR BID
IFB #17-0469BLS**

Cover Dirt for Landfill

Manatee County, a political subdivision of the State of Florida, (hereinafter "County") will receive sealed bids from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Florida or authorized to conduct business in the State of Florida.

All clarification requests are to be directed to the contact person listed at the bottom of this page.

DEADLINE FOR CLARIFICATION REQUESTS: **January 6, 2017 at 3:00PM**
Reference Bid Article A.09

BID OPENING TIME AND DATE DUE: **January 13, 2017 at 3:00PM**

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- Mailing Label

FOR INFORMATION CONTACT:

Bonnie Sietman, Sr. Buyer
Telephone: (941) 749-3046
bonnie.sietman@mymanatee.org

Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE: 

A.01 OPENING LOCATION

Sealed bids will be **publicly opened** at the **Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205** in the presence of County officials at the time and date stated, or soon thereafter. All bidders or their representatives are invited to attend the sealed bid opening.

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their bid **delivered to the Manatee County Procurement Division** for receipt on or before the stated time and date. Bidder shall be solely and strictly responsible for its timely delivery to the Procurement Division. Bids delayed by mail, courier, or bids delayed for any other reason, shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense.

A.02 SEALED & MARKED

Bids shall be submitted in **duplicate, one original (marked Original) and one copy/copies (marked Copy)** of your **signed bid** shall be submitted in one **sealed package**, clearly marked on the outside **"Sealed Bid #17-0469BLS, Cover Dirt for Landfill!"** along with your company name.

For your convenience, a mailing label is provided with this Invitation for Bid or you may address the package as follows:

Manatee County Procurement Division
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205
Sealed Bid #17-0469BLS, Cover Dirt for Landfill

All blank spaces on the bid form must be filled in as noted with amounts extended and totaled and no modifications shall be made in the wording of the forms or in the items thereupon. In the event an edit is made in your submittal, the bidder shall write its initials by the change. Any bid may be rejected which contains any omissions, alterations, irregularities of any kind, or which in any manner fail to conform to the requirements of this IFB.

A bid made by an individual, either in his/her own or proper person or under a trade or firm name, shall be executed under the individual's signature. If made by a partnership, the bid shall be executed by two or more of the general partners. If made by a corporation, the bid shall be executed by its President or other legally authorized corporate officer or agent.

A.03 BID FORMS

Bids must be submitted on the provided forms, although additional pages may be attached. **Bidders must fully complete all pages of the Bid Forms. Bid Forms must be executed by an authorized signatory who has the legal authority to make the bid and bind the company. Bidders must fully comply with all requirements of this IFB in its entirety.** Failure to comply shall result in bidder being deemed nonresponsive.

A.04 MATHEMATICAL ERRORS

Bid Forms without imbedded mathematical formulas:

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. In the event the dollar amount for contract contingency is omitted, it will be added to the total price of the bid.

Bid Forms with imbedded mathematical formulas:

Interactive Bid Forms that contain mathematical formulas may be used for automating lengthy and complex bid forms. In the event these forms are used and a multiplication/extension error(s) is discovered, the unit price entered by the bidder shall prevail. The bidder shall assume the responsibility and accuracy of the information input in the bid form and therefore shall verify that the calculations are correct before submitting their bid.

Regardless of which type of bid form is used, all bids shall be reviewed mathematically and corrected by the Procurement Division, if necessary, using these standards, prior to additional evaluation.

A.05 SECURING BID DOCUMENTS

IFB's and all documents issued pursuant to the IFB are available for download at no charge at mymanatee.org by clicking on "[Bids and Proposals](#)" on the left side of the home page. You may view and print these pdf files using Adobe Reader software.

Manatee County may also use DemandStar to distribute bids. Visit the DemandStar website at www.Demandstar.com for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Complete copies of the IFB and all related documents are available for public inspection at the Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205, or by calling (941) 749-3014. Appointments are encouraged. Documents are available between the hours of 9:00 AM and 4:00 PM Monday through Friday, with the exception of holidays.

In addition, Manatee County informs the Manatee Chamber of Commerce of all active solicitations who then distributes the information to their members.

A.06 EXAMINATION OF BID DOCUMENTS AND SITE(S)

It is the responsibility of each bidder before submitting a bid to (a) examine all IFB documents thoroughly; (b) consider federal, state, and local codes, laws, and regulations which may affect costs, progress, performance, or furnishing of the work; (c) study and carefully correlate bidder's observations with the IFB documents; and (d) notify the County of all conflicts, errors, or discrepancies in the IFB documents prior to the deadline for clarification requests.

A.07 NON-EXCLUSIVE

Unless otherwise stated in this bid specification, any contracts resulting from this bid are nonexclusive. The County reserves the right, in its sole opinion, to purchase items listed in this bid through the State of Florida contracts, cooperatives, other current government contracts, and nonprofit contracts as provided in the Manatee

County Procurement Policy. The County reserves the rights to solicit separate bids for requirements that are a portion of a larger contract bid as a whole. Additionally at the County's sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

A.08 MODIFICATION OF BID DOCUMENTS

If a bidder wishes to recommend changes to any portion of the IFB documents, the bidder shall furnish, in writing, data and information necessary to aid County in evaluating the request to modify the IFB documents. County is not obligated to make any changes to the IFB documents. Unless an addendum is issued, the IFB documents shall remain unaltered.

A.09 CLARIFICATION REQUESTS & ADDENDA

Each bidder shall examine all IFB documents and shall judge all matters relating to their adequacy and accuracy. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this IFB shall be made through the Manatee County Procurement Division. County shall not be responsible for oral interpretations given by any County employee, representative, or others.

January 6, 2017 at 3:00PM shall be the deadline to submit to the Procurement Division, in writing, all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this IFB.

This deadline has been established to maintain fair treatment of all potential bidders, while maintaining progression of the work.

If any addenda are issued to this IFB, County will post the documents on the Procurement Division's web page at <http://www.mymanatee.org/purchasing>, and then by clicking on "Bids and Proposals". If the original solicitation was broadcast via DemandStar, the addenda will also be broadcast on the DemandStar distribution system to "Planholders" on this web service.

The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

It shall be the **responsibility of each bidder, prior to submitting a bid**, to contact the Procurement Division (see contact information on the cover page) to **determine if any addenda were issued** and to make such addenda a part of their bid.

A complete set of the IFB documents must be used in preparing bids. County assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of bid documents.

A.10 CONFIDENTIALITY OF SECURITY RELATED RECORDS

(a) Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as "the Confidential Security Records") are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):

1. A Security System Plan or portion thereof for any property owned by or

leased to the County or any privately owned or leased property held by the County.

2. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by the County.

3. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to the County.

(b) Contractor/Bidder agrees that it shall not, as a result of a public records request or for any other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of the County's Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Contractor/Bidder receives a request for such records, it shall immediately contact the County's designated Contract Manager who shall coordinate the County's response to the request. Notwithstanding the foregoing, the Contractor/Bidder may

1. Disclose or release Security System Plans to:

- (A) The property owner or leaseholder; or
- (B) Another state or federal agency to prevent, detect, guard against, respond to, investigate, or manage the consequences of any attempted or actual act of terrorism, or to prosecute those persons who are responsible for such attempts or acts.

2. Disclose or release building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by the County:

- (A) To another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities;
- (B) To a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by the County and is contractually bound by the Contractor/Bidder to comply with this Article/Section; or
- (C) Upon a showing of good cause before a court of competent jurisdiction.

(c) For purposes of this Article/Section, the term "Security System Plan" includes all:

1. Records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security of the facility or revealing

- security systems;
2. Threat assessments conducted by any agency or any private entity;
 3. Threat response plans;
 4. Emergency evacuation plans;
 5. Sheltering arrangements; or
 6. Manuals for security personnel, emergency equipment, or security training.

A.11 LOBBYING

After the issuance of any IFB, prospective bidders or their agents, representatives or persons acting at the request of such bidder shall not contact, communicate with or discuss any matter relating to the IFB with any officer, agent or employee of Manatee County other than the Procurement Official or the contact identified on the first page of this IFB, pursuant to the Manatee County Code of Laws. This prohibition includes copying such persons on all written communication, including email correspondence. This requirement begins with the issuance of an IFB and ends upon execution of the final contract or when the IFB has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code of Laws.

A.12 UNBALANCED BIDDING PROHIBITED

County recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the County such variation does not appear to be justified, given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids will include:

- a. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
- b. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive bidders for the same line item unit costs.
- c. Bids where the unit costs offered are in excess of or below reasonable cost analysis values.

In the event County determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., which the bidder obtained and upon which the bidder relied upon to develop its bid. County reserves the right to reject as nonresponsive any presumptive unbalanced bids where the bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

A.13 WITHDRAWAL OF BIDS

Bidders may withdraw bids as follows:

- a. Mistakes discovered before the public bid opening may be withdrawn by written notice from the bidder submitting the bid. This request must be received in the Procurement Division prior to the time set for delivery and opening of the bids. A copy of the request shall be retained and the unopened bid returned to the bidder; or

- b. After the bids are opened or a selection has been determined, but before a contract is signed, a bidder alleging a material mistake of fact may be permitted to withdraw their bid if:
1. The mistake is clearly evident in the solicitation document; or
 2. Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw a bid must be in writing and approved by the Procurement Official.

A.14 IRREVOCABLE OFFER

Any bid may be withdrawn up until the time and date set for opening of the bid. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to sell to Manatee County the goods or services set forth in the attached IFB until one or more of the bids have been duly accepted by County.

A.15 BID EXPENSES

All expenses for submitting bids to the County are to be borne by the bidder.

A.16 RESERVED RIGHTS

County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Also, County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of County. Any sole response received by the first submission date may or may not be rejected by County depending on available competition and current needs of County. For all items combined, the bid of the lowest, responsive, responsible bidder will be accepted, unless all bids are rejected.

The lowest, responsible bidder shall mean that bidder who makes the lowest bid to sell goods and/or services of a quality which meets or exceeds the quality of goods and/or services set forth in the IFB documents or otherwise required by County.

To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the IFB. **Bidders must fully comply with the IFB documents in their entirety.**

To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the bid requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Also, County reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to furnish the service requested. Information County deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

A.17 APPLICABLE LAWS

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting contract. Any involvement with the Manatee County Procurement Division shall be in accordance with the Manatee County Procurement Ordinance as amended.

A.18 SCRUTINIZED COMPANIES

Florida Statutes § 287.135, as amended from time to time, may contain limitations on the part of a company to conduct business with the County. Submission of a response to this solicitation shall be subject to all procedural requirements contained within that statute including the submission of any required certification of eligibility to contract with the County. It shall be the responsibility of the company responding to this solicitation to concurrently review the current version of the statute and ensure it is compliant. To the extent a certification is required, it shall be provided on the form located at **Attachment E Vendor Certification Regarding Scrutinized Companies Lists**.

A.19 COLLUSION

By submitting a bid in response to this IFB, bidder certifies that it has not divulged, discussed or compared its bid with any other bidder, and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to their own organization, that in connection with this bid:

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

A.20 CODE OF ETHICS

With respect to this bid, if any bidder violates, directly or indirectly, the ethics provisions of the Manatee County Procurement Ordinance and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder will be disqualified from eligibility to perform services or provide the goods described in this IFB, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids to supply goods or services to Manatee County.

By submitting a bid, the bidder represents to County that all statements made and materials submitted are truthful, with no relevant facts withheld. If a bidder is determined to have been untruthful in their bid or any related presentation, such bidder will be disqualified from eligibility to provide the goods and/or services described in this IFB, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids to supply goods or services to Manatee County.

A.21 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, as that term is defined in Section 287.133, Florida Statutes, may not submit a bid to provide any goods or services to a public entity; may not submit a bid with a public entity for the construction or repair of a public building or public work; may not submit bids 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, Florida Statutes, for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted list.

In addition, the Manatee County Procurement Code prohibits the award of any bid to any person or entity who/which has, within the past five (5) years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Procurement Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible matter.

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to do business with County to execute and file with the Procurement Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification form is attached herein for this purpose.

A.22 CONTRACT

The contract resulting from the acceptance of a bid shall be in the form of purchase order.

A.23 TERMINATION OF CONTRACT

Manatee County reserves the right to terminate any contract, at any time, with or without cause.

A.24 PROCUREMENT COOPERATIVE

It is the intent of this Invitation for Bid to include requirements and to obtain bids on behalf of Manatee County and reserve the right for the entities belonging to the Sarasota Bay Chapter of NIGP to obtain purchases from this bid proposal. This opportunity is also made available to any and all local, County, Public Educational Institutions, non-profits, and the State of Florida. Pursuant to their own governing laws, and subject to the contract of the bidder, other entities may be permitted to make purchases at the terms and conditions contained herein. Manatee County will not be financially responsible for the purchase of other entities from this solicitation.

A.25 DISCOUNTS

Any and all discounts must be incorporated in the prices contained in the bid and not shown separately. The prices indicated on the Bid Form shall be the prices used in determining award.

A.26 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. No. 59-78-0089K; Florida Sales Tax Exempt Cert. No. 85-8012622206C-6); therefore, the bidder is prohibited from delineating a separate line item in his bid for any sales or service taxes. Nothing herein shall affect the bidder's normal tax liability.

The awarded bidder shall be responsible for the payment of taxes of any kind and character, including, but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and materials furnished under the award in accordance with the laws and regulations of the place of the project which are applicable during the performance of the work. Nothing herein shall affect the bidder's normal tax liability.

A.27 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the IFB documents, all equipment, materials and articles provided shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the IFB documents, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

A.28 DELIVERY

Unless otherwise specified, all prices are to be FOB Destination.

A.29 AUTHORIZED PRODUCT REPRESENTATION

The bidder, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. Failure to do so may, in the County's sole discretion, be deemed a material breach of the resulting contract and shall constitute grounds for County's immediate termination of the resulting contract.

A.30 ROYALTIES AND PATENTS

The awarded bidder shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services being furnished. Awarded bidder shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall save County harmless from loss on account thereof, including costs and attorney's fees.

A.31 AMERICANS WITH DISABILITIES ACT

County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring **reasonable accommodation** for an Information Conference or Bid Opening should contact the person named on the cover page of this IFB document at least twenty-four (24) hours in advance of either activity.

A.32 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, County hereby notifies all bidders that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this IFB and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of bid award.

A.33 MINORITY BUSINESS ENTERPRISE / DISADVANTAGED BUSINESS ENTERPRISE

The State of Florida Office of Supplier Diversity provides the certification process and the database for identifying certified MBE/DBE firms. Additional information can be obtained at <http://www.osd.dms.state.fl.us/iframe.htm> or by calling (850) 487-0915.

A.34 SUBCONTRACTORS

The awarded bidder will obtain prior written approval from the County for any subcontractor(s) and the work they will perform. A subcontractor is defined as any entity performing work within the scope of the project who is not an employee of the awarded bidder.

Bidders subcontracting any portion of the work shall include a list of subcontractors along with their bid. The list shall include: name and address of subcontractor, type of work to be performed and the percent of the contract amount to be subcontracted.

Prior to the employment of any person under this contract, the awarded bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the awarded bidder to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the awarded bidder to perform work pursuant to the contract with Manatee County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

Only those individuals determined eligible to work within the United States shall be employed under this contract.

By submission of a bid in response to this IFB, the awarded bidder commits that all employees and subcontractors will undergo e-verification before placement on this contract.

If County has reasonable objection to any subcontractor, the County may request the awarded bidder to submit an acceptable substitute without an increase in contract sum or contract time.

If awarded bidder declines to make any such substitution, the County may award the resulting contract to the next lowest qualified bidder that proposes to use acceptable subcontractors, who County does not make written objection to. In the event the awarded bidder declines to make any such substitution post award, the County may exercise its right to terminate the contract.

The awarded bidder shall maintain sole responsibility for the actions of its employees and subcontractors. New employees brought in after contract award shall follow the same requirement stated above for the life of the contract.

A.35 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this IFB become "Public Records", and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119.

Bids become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the bid shall be conducted at the public bid opening.

Based on the above, Owner will receive bids at the time and date stated and will make public at the opening the names of the business entities of all that submitted a bid and any amount presented as a total offer without any verification of the mathematics or the completeness of the bid.

If Owner rejects all bids and concurrently notices its intent to reissue the solicitation, the rejected bids are exempt from public disclosure until such time as Owner provides notice of an intended decision concerning the reissued solicitation or until Owner withdraws the reissued solicitation. A bid is not exempt for longer than twelve (12) months after the initial notice rejecting all bids.

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 OWNER'S CUSTODIAN OF PUBLIC RECORDS AT: (941) 742-5845, debbie.scaccianoce@mymanatee.org, Attn: Records Manager, 1112 Manatee Ave W., Bradenton, FL 34205.

Pursuant to Florida Statutes 119.0701, to the extent CONTRACTOR is performing services on behalf of the COUNTY, contractor must:

- a. Keep and maintain public records required by 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 Florida Statutes, Chapter 119, 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 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 public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A.36 LOCAL PREFERENCE

Local business is defined as a business legally authorized to engage in the sale of the goods and/or services, and which certifies within its bid that for at least six (6) months prior to the announcement of the Invitation For Bid it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employee at that location.

Local preference shall not apply to the following categories of contracts:

1. Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions governing the funds prohibit the preference.
2. Any bid announcement which specifically provides that local preference, as set forth in this section, is suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the County Commission or County Administrator, or where such suspension is, in the opinion of the County Attorney, required by law.
3. For a competitive solicitation for construction services in which fifty percent (50%) or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.

To qualify for local preference under this section, a **local business must provide certification to County** by completing an "**Affidavit as to Local Business**" form which is available for download at www.mymanatee.org/vendor. Click on "Affidavit for Local Business" to access and print the form. Complete, notarize, and mail the

notarized original to: Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

It is the responsibility of the bidder to ensure accuracy of the affidavit and notify County of any changes affecting same.

A.37 **VENDOR REGISTRATION**

Registering your business will provide Manatee County a sourcing opportunity to identify supplies of goods and services, plus identify local businesses.

You may register online at www.mymanatee.org/vendor. If you need any assistance, please call (941) 749-3014, Monday – Friday, 8:00 A.M. to 5:00 P.M., excluding holidays, and the Procurement Division can assist you as needed.

Registration is not mandatory; however, by taking the time to register, you are helping the County to provide timely notification of quotation, bid and proposal opportunities to your business.

A.38 **ENVIRONMENTAL SUSTAINABILITY**

All bidders are encouraged to use as many environmentally preferable "green" products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. Environmentally preferable are products or services that have a reduced adverse effect on the environment.

Bidders shall acknowledge whether or not their organization has an environmental sustainability initiative by checking the appropriate box on the bid form. In addition, the bidder shall submit a summary of their environmental sustainability initiative along with their bid. This information will be used as a determining factor in the award decision when all other evaluative factors, including local preference policies are otherwise equal.

A.39 **ePAYABLES**

Manatee County Board of County Commissioners and the Manatee County Clerk of the Circuit Court have partnered to offer the ePayables program, which allows payments to be made to bidders via credit cards.

The Clerk of the Circuit Court will issue a unique credit card number to bidder after goods are delivered or services rendered, bidders submit invoices to the remit to address on the purchase order. When payments are authorized, an email notification is sent to the bidder. The email notification includes the invoice number(s), invoice date(s), and amount of payment. There is no cost for bidders to participate in this program; however, there may be a charge by the company that processes your credit card transactions.

If you are interested in participating in this program, please complete the ePayables Application attached herein and return the completed form via email to Ms. Lori Bryan, Supervisor at lori.bryan@manateeclerk.com.

A.40 FUNDING

This bid is subject to the appropriation of funds in an amount sufficient to allow continuation of the County's performance in accordance with the terms and conditions of this bid. The county shall provide prompt written notice to the bidder that sufficient funds have not been appropriated to continue its full and faithful performance under the terms of this bid, and shall, effective thirty (30) days after giving such notice or upon the expiration of the time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to the bid.

A.41 CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER – TERM CONTRACTS

It is hereby made a part of this Invitation for Bid that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Manatee County shall require a "first priority" basis for services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Contractor agrees to provide services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all services required during an emergency situation. Contractor shall furnish a twenty-four (24) hours phone number in the event of such an emergency.

A.42 PRECEDENCE

Statements contained in the Scope of Work or Bid Summary section of this Invitation for bid, which vary from the information contained in this section A, Information to Bidders, shall have precedence.

END OF SECTION A

SECTION B
GENERAL TERMS AND CONDITIONS

B.01 CONTRACT FORMS

The Contract made as a result of the acceptance of any bid from this Invitation for Bids shall be made in the form of a Purchase Order and the awarded Bidder shall be bound by the terms and conditions contained in this Invitation for Bids and the Purchase Order.

Should a conflict exist between the terms and conditions contained in this Invitation for Bid and the resulting Purchase Order, the terms contained in this Invitation for Bid shall take precedence.

B.02 AUTHORIZED PRODUCT REPRESENTATION

The bidder, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. The bidder's failure to perform accordingly may, in the County's sole discretion, be deemed a breach of contract, and shall constitute grounds for the County's immediate termination of the contract.

B.03 QUALITY GUARANTEE

If any product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this bid, the bidder shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. Also, the bidder shall refund to Manatee County any money which has been paid for same. The bidder will be responsible for attorney fees in the event the supplier defaults and court action is required.

B.05 INDEMNIFICATION

The awarded bidder covenants and agrees to indemnify and save harmless the County, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting contract for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the County, its agents or employees; and from and against all costs, attorney's fees,

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expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, resulting contract, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.

B.06 REGULATIONS

It shall be the responsibility of the bidder to assure compliance with any OSHA, EPA and/or other Federal or State of Florida rules, regulations or other requirements, as each may apply.

END OF SECTION B

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SECTION C
SPECIFIC TERMS & CONDITIONS

C.01 PURPOSE

It is the intent of the County of Manatee to procure cover dirt for the Lena Road Landfill in accordance with the terms and conditions specified herein.

C.02 QUANTITIES

Exact quantities of the required materials cannot be determined at this time, but approximate annual usage is indicated on the Bid Form page. This bid award may result in similar quantities of purchases; however, this is not guaranteed. Purchase Orders/Release Orders shall be issued on an "as needed" basis, covering all or part of the specified items on bid.

C.03 DELIVERY TIME

Delivery by the bidder shall be made within eighty six (86) business days of receipt of a Intent to Award from the County. Bidder shall deliver all dirt on an "as needed" basis. Delivery will be between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday, unless otherwise agreed to by the receiving department.

Deliveries shall proceed at a rate of no less than one hundred (100) dump trucks per day and no greater than two hundred fifty (250) dump trucks per day. The County reserves the right to reduce the number of daily trucks due to weather conditions as determined by the County.

C.04 PRICES & TERM

Bidder warrants, by virtue of bidding that any delivery shall be in accordance with these bidding documents, and price shall remain firm and irrevocable for a minimum period of **eight (8) months** from the date of award. The prices bid shall be used for payment and shall be deemed to include payment in full for all transportation, labor and equipment used in delivering the dirt. The prices bid shall be in accordance with the Bid Form.

C.05 LIQUIDATED DAMAGES

If the Bidder refuses or fails to deliver the dirt, or any separable part thereof, with such diligence as will hinder its completion within the time specified, the County may seek damages. The actual damages for delay will be impossible to determine and in lieu thereof, the Bidder shall pay to the County the sum of **\$544** as fixed, agreed, and liquidated damages for each calendar day of the delay until all dirt has been delivered and finally accepted by the County and the Bidder shall be liable for the amount thereof.

C.06 PAYMENT

Invoices may be submitted every two (2) weeks for payment. Within forty-five (45) days after delivery by the bidder, acceptance by the County, and presentation of an appropriate invoice, the County shall pay the total amount due.

C.07 ACCEPTANCE

The bidder shall be responsible for delivering dirt that is properly inspected by County staff before dumping. Final acceptance and approval for payment shall be given only after a thorough inspection indicates that the dirt meets bid specifications and conditions. Should the delivered dirt differ in any respect from specifications, payment will be withheld until such time as the bidder takes necessary corrective action. If the corrective action is not acceptable to the County, the County may refuse final acceptance of the dirt and shall not be liable for payment for any portion thereof.

C.08 INADEQUATE SERVICE

In cases where the dirt is not properly inspected, requiring adjustment of defects after delivery to the County, then the bidder will either remedy the defect or be responsible for reimbursing the County or local dealer selected to remedy the defect.

C.09 CANCELLATION

It is mutually understood and agreed that any award made as a result of this bid may be canceled by the bidder upon ninety (90) days written notice by Certified Mail to the County. However, the County is hereby authorized to purchase, in accordance with the prices bid, any quantity of materials and/or services during this ninety (90) day interim provided the County requests delivery during this period.

The County reserves the right to terminate a contract by giving thirty (30) days written notice of intention to terminate if at any time the bidder fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for the convenience of the County, with or without cause.

C.10 SOURCE LOCATIONS

All dirt delivered hereunder shall originate from the source location(s) identified by the bidder as part of the accepted bid. Should the bidder desire to make a change in the dirt source location, the following process shall be utilized:

- The bidder shall give the County thirty (30) days advance notice prior to the bidder's anticipated utilization and delivery of dirt from the newly proposed site.
- Such advance notification shall identify the new source location or locations, the estimated amount of dirt material that is anticipated to be delivered from the proposed location (i.e., 45% of total delivered dirt) and shall provide a ten (10) pound sample for analysis and compliance determination in accordance with the specifications provided in Section D., hereof.
- The County reserves the right to inspect the bidder identified location(s) to assist the County in making a determination that the site has a reasonable opportunity to provide dirt compliant with the specifications. Approval or acceptance of any particular site does not waive the acceptance of criteria of deliverables in accordance with Sections C.7. and C.8.

END OF SECTION C

SECTION D

TECHNICAL SPECIFICATIONS

D.01 MATERIAL SPECIFICATIONS

- a. Dirt shall contain no clay, muck, stumps, roots, brush, vegetable matter, rubbish, broken concrete, asphalt, large rocks or other material that will not compact into a suitable fill.
- b. Dirt shall be an inorganic, granular material with no rocks greater than 3 1/2 inches in size, at least 90% passing the No. 4 sieve, well graded and with not more than 12% passing the No. 200 sieve.
- c. A material weight test will be used to assess the moisture content of dirt. Dirt which exceeds 78 pounds per cubic foot will not be accepted. Determination of "excessive moisture" will be monitored by County staff at the Lena Road Landfill.
- d. All bidders shall deliver a 10 pound sample of dirt clearly marked with bidder name and source location to the Lena Road Landfill business office prior to the bid opening that meets the above requirements, in order to be considered responsive.

D.02 MATERIAL QUANTITY AND DELIVERY

- a. The total estimated quantity of cover dirt to be delivered on an "as needed" basis under this Invitation for Bids is 136,400 cubic yards (CY).
- b. All material shall be delivered in standard dump trucks. A standard dump truck is defined as a truck chassis with a dump body mounted to the frame of the truck. **Tractor trailer dump trucks will not be accepted.**
- c. Delivery tickets will be required for each load showing the total number of yards delivered to the landfill on a per truckload basis.
- d. Bidder will be credited for delivered product by standard truck measure:
 - 15 Cubic Yards for 62,000# gross vehicle weight
 - 18 Cubic Yards for 70,000# gross vehicle weight
- e. Hours of operation – 7:00 AM to 3:30 PM, Monday thru Friday unless otherwise arranged with the Lena Road Landfill Receiving Department.

D.03 BIDDER QUALIFICATIONS

- a. Bidder must have the capability to deliver a minimum of 100 trucks per day up to a maximum of 250 trucks per day via company owned trucks, leased or subcontracted trucks, or a combination of the two.
- b. Bidder must begin delivery no later than five (5) calendar days after the purchase order is issued.
- c. Bidder must have the capacity to deliver 136,400 CY within 86 business days after the purchase order is issued.

- d. To qualify, bidders must attest that they have the capacity of delivering no less than 136,400 cubic yards ($\pm 10\%$) of dirt meeting the above requirements, and provide information on the source locations and transportation fleet by completing the Bidder's Questionnaire included as part of the Bid Form.

D.04 SUBCONTRACTORS, SUPPLIERS AND OTHERS

The identity of Subcontractors, Suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) may be requested by County for each Bid item from any of the Bidders; and the Bidder shall respond within five (5) days after the date of such request. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, persons or organization if requested by County. If County, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, County may, before the Notice of Intent to Award is given, request the apparent Awarded Bidder to submit an acceptable substitute without an increase in Contract Price or Contract Time.

If apparent Awarded Bidder declines to make any such substitution, County may Award the resulting Contract to the next lowest qualified Bidder that proposes to use acceptable Subcontractors, Suppliers, and other persons who County does not make written objection to. Contractor shall not be required to employ any Subcontractor, Supplier, other person or organization who Contractor has reasonable objection to.

Subcontractors shall be bound by the terms and conditions of the resulting Contract insofar as it applies to their work, but this shall not relieve the prime Contractor from the full responsibility to County for the proper completion of all Work to be executed under the resulting Contract.

The employment of unauthorized aliens by any Contractor is considered a violation of Section 274 (e) of the Immigration and Employment Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the resulting Contract.

A complete list of all Subcontractors proposed for any portion of the Work may be requested of any Bidder deemed necessary by County. Subcontracts shall be awarded only to those Subcontractors considered satisfactory by County.

END OF SECTION D

BASIS OF AWARD

E.01 BASIS OF AWARD

Award will be made to the responsive, responsible bidder meeting specifications and having the lowest total bid price for the requirements listed on the bid form as set forth in this Invitation for Bids.

In order to determine bidder qualification and bid compliance with the specifications contained in Section D. hereof, the Bidder shall supply a sample of the dirt "as required" in Article D.01.d, specify the source(s) of dirt for each source location along with the size and location of the transportation fleet to be used in performance of this contract, and as a portion of their Bid submit a completed Bidder's Questionnaire included with the Bid Form. The County shall reserve the right to inspect such locations to make an assessment of the reasonableness of the site to provide compliant dirt, and thus determine the bidder's ability to perform the contract requirements. Changes or additions of sites are to be handled during performance under the clause Section C.11. Acceptance of the site by award of the contract does not in any way relieve the bidder from its obligation of providing compliant dirt.

Whenever two or more bids are equal with respect to price, the bid received from a local business shall be given preference in award.

Whenever two or more bids are equal with respect to price, and all other evaluative factors are otherwise equal, including local preference policies, if the company provides documented environmentally preferable "green" products, materials, or supplies, they shall be given preference in award.

Whenever two or more bids which are equal with respect to price are received, and neither of these bids are from a local business, and neither of these bids provides documented "green" products, the award shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the Procurement Division and open to the public.

Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its bid that for at least six (6) months prior to the announcement of the solicitation of bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employees at that location.

END OF SECTION E

BID FORM
(Submit in Duplicate)

TO: Manatee County Procurement
 1112 Manatee Avenue West
 Bradenton, Florida 34205

RE: "Sealed Bid # 17-0469BLS, Cover Dirt for Landfill, FY2017"

We, the undersigned, hereby declare that we have carefully reviewed the bid documents, and with full knowledge and understanding of the aforementioned herewith submit this bid, meeting each and every specification, term and condition contained in this Invitation for Bids.

We understand that the bid specifications, terms and conditions in their entirety shall be made a part of any agreement or contract between Manatee County and the awarded bidder. Failure to comply shall result in contract default, whereupon, the defaulting bidder shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

Description	Estimated Quantity	Unit of Measure	Unit Cost	Estimated Total Cost
Solid Waste Cover Dirt	136,400	Cubic Yards	\$ _____	\$ _____

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

 (Print Name & Title of Signer) DATE: _____

COMPANY ADDRESS: _____

TEL. NO.: _____ Email: _____

FEIN NO.: _____

Acknowledge Addendum No. _____ Dated: _____

Acknowledge Addendum No. _____ Dated: _____

Acknowledge Addendum No. _____ Dated: _____

**ATTACHMENT "A"
QUESTIONNAIRE**

The Bidder warrants the truth and accuracy of all statements and answers herein contained.
(Attach additional pages if necessary.)

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID

1. Company name under which you do business: _____

Physical address: _____

24-hour contact name: _____ Phone #: _____

Business license #: _____ Expiration: _____

2. Bidding as an individual: ___; a partnership: ___; a corporation: ___; a joint venture: _____

3. If a partnership: list names and addresses of partners; if a corporation: list names of officers, directors, shareholders, and state of incorporation; if joint venture: list names and address of ventures' and the same if any venture are a corporation for each such corporation, partnership, or joint venture:

4. Your organization has been in business (under this firm's name) as a

For how many years? _____ Is this firm in bankruptcy? _____

5. Provide the source location(s) of the material along with the quantity of material that is available from the source locations(s) (attach additional page, if necessary):

6. Does your organization own the Source Location (s)? If no, list the name(s) of the Source Location(s) owner(s) and provide a copy of an contract between your organization and the owner(s) of the source locations(s).

BIDDER: _____

7. Have you ever failed to complete work awarded to you? Or provide projects not completed within Contract time. If so, state when, where (contact name, address, phone number) and why.

8. Have you ever been debarred or prohibited from bidding on a governmental entity's project? If yes, name the entity and describe the circumstances:

9. Name of person supervising this contract and their experience? _____

10. Will you subcontract any part of this Work? If so, describe which major portion(s):

11. List the quantity and types of equipment you own to accomplish this Work? (A listing may be attached)

12. List the quantity and types of equipment you propose to purchase/rent/lease for this contract:

13. Describe and give the date and County of the last three government or private work of similar scope of services you've completed, include contact name and phone number. Provide the budget, actual cost, size and summary of work for each project. Attach additional pages as necessary.

1) _____

2) _____

3) _____

BIDDER: _____

Attachment "B"
STATEMENT OF NO BID

If you do not intend to bid please return this form immediately to:

Manatee County Procurement
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205
Email: purchasing@mymanatee.org

We, the undersigned, have declined to bid on Bid No.: 17-0469BLS, Cover Dirt for Landfill, FY2017, for the following reason(s):

- Specifications too restrictive, i.e., geared toward one brand or manufacturer.
- Insufficient time to respond
- We do not offer this product or service
- Our schedule would not permit us to perform
- Unable to meet specifications
- Unable to meet Bond requirement
- Specifications unclear (explain below)
- Unable to meet insurance requirements
- Remove us from your "Bidders List"
- Other (specify below)

REMARKS:

We understand that if we do not submit a Bid and this Statement of No Bid is not executed and returned, our name may be deleted from your Bidders List for this commodity or service.

Company Name: _____

Company Address: _____

Telephone: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)

Attachment "C"

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

**SWORN STATEMENT PURSUANT TO ARTICLE V,
MANATEE COUNTY PROCUREMENT CODE**

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

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

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

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no

FEIN, include the Social Security Number of the individual signing this sworn statement: _____

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

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

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

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

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

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

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

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

[Signature]

STATE OF FLORIDA
COUNTY OF _____

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

Personally known _____ OR Produced identification
[Type of identification]

Notary Public Signature My commission expires _____

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

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

Attachment E
BIDDER CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS

I am agent authorized by the company responding to this solicitation to make the following certification: I hereby certify that the company has reviewed Florida Statutes § 287.135, and that after such review, the company is not prohibited by the terms of that statute from entering into an contract with Manatee County for the commodities and/or services which are the subject of this solicitation. I further acknowledge that my submission of a false certification may subject me and/or my company to civil penalties, attorney's fees, and/or costs.

Vendor Name: _____		
Vendor FEIN: _____		
Address: _____		
City: _____	State: _____	Zip: _____
Certified by: _____		
Who is authorized to sign on behalf of the company listed above.		
Authorized Signature: _____		
Print Name: _____		
Title: _____		
Date: _____		

Attachment "F"
INSURANCE REQUIREMENTS

The Awarded Bidder will not commence Work under the resulting Agreement until all insurance under this section, and such insurance coverage as might be required by Owner, has been obtained. The Awarded Bidder shall obtain, and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

Insurance / Bond Type	Required Limits
<input type="checkbox"/> Automobile Liability:	Bodily Injury and Property Damage, Owned/Non-Owned/Hired; Automobile included \$ 1,000,000 each occurrence <i>This policy shall contain severability of interests' provisions.</i>
<input checked="" type="checkbox"/> Commercial General Liability: (Occurrence Form - patterned after the current ISO form)	Bodily Injury and Property Damage \$ 1,000,000 single limit per occurrence; \$ 2,000,000 aggregate This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability. <i>This policy shall contain severability of interests' provisions.</i>
<input checked="" type="checkbox"/> Employer's Liability:	\$ 100,000 single limit per occurrence
<input checked="" type="checkbox"/> Worker's Compensation:	Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits & Requirements
<input checked="" type="checkbox"/> Other Insurance, as noted:	<input type="checkbox"/> Aircraft Liability \$ per occurrence Coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the services under this Agreement. <input checked="" type="checkbox"/> Installation Floater \$ 2,000,000 If the resulting Agreement does not include construction of or additions to above ground building or structures, but does involve the installation of machinery or equipment, successful Bidder shall provide an " Installation Floater " with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s). <input type="checkbox"/> Maritime Coverage (Jones Act) \$ per occurrence Coverage shall be maintained where applicable to the

Insurance / Bond Type	Required Limits
	completion of the Work.
	<input type="checkbox"/> Pollution \$ per occurrence <input checked="" type="checkbox"/> Professional Liability \$1,000,000 per occurrence/\$2,000,000 aggregate <input type="checkbox"/> Project Professional Liability \$ per occurrence <input type="checkbox"/> Property Insurance \$ If the resulting Agreement includes construction of or additions to above ground buildings or structures, Bidder shall provide "Builder's Risk" insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s). To the extent that property damage is covered by commercial insurance, Owner and successful Bidder agree to waive all subrogation rights against each other, except such rights as they may have to the proceeds of such insurance. Successful Bidder shall require a similar waiver of subrogation from each of its Bidder personnel and sub-consultants, to include Special Consultants; successful Bidder shall provide satisfactory written confirmation to Owner of these additional waivers. <input type="checkbox"/> U.S. Longshoreman's and Harborworker's Act Coverage shall be maintained where applicable to the completion of the Work. <input type="checkbox"/> Valuable Papers Insurance \$ per occurrence <input type="checkbox"/> Watercraft \$ per occurrence

Reviewed by Risk: *Shirley D. K. ...*

INSURANCE REQUIREMENTS

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in this Exhibit, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Awarded Bidder has any self-insured retentions or deductibles under any of the listed minimum required coverage, Awarded Bidder must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Awarded Bidder's sole responsibility.

Nothing herein shall in any manner create any liability of Owner in connection with any claim against the Awarded Bidder for labor, services, or materials, or of Subcontractors; and nothing herein shall limit the liability of the Awarded Bidder or Awarded Bidder's sureties to Owner or to any workers, suppliers, material men or employees in relation to the resulting Agreement.

Builder's Risk Coverage. The successful bidder shall procure and maintain during the entire course of the Work a builder's risk policy, completed value form, insured to provide coverage on an all risk basis, including coverage for off-site stored materials and including coverage for theft. This coverage shall not be lapsed or cancelled because of partial Acceptance by the Owner prior to final Acceptance of the Project. Successful bidder shall recommend to Owner any additions to the Project Costs resulting from any casualty described in Article XII General Conditions of the Construction Agreement, including those costs, expenses and other charges (including normal and ordinary compensation to the successful bidder) necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications. The nature, level and type of builder's risk coverage (including completed value or replacement cost coverage) shall be determined by Owner through insurers selected by successful bidder and approved by Owner.

Excess Policy or Umbrella. An excess policy or umbrella may be used to cover limits over and above Commercial General Liability.

Subcontractor's Public Liability and Property Damage Insurance. The successful bidder shall require each Subcontractor to procure and maintain during the term of the subcontract, insurance of the type specified above, or insure the activities of Subcontractors in its policy, as approved by Owner prior to performance of any services. The levels of coverage as set forth in the table above may be adjusted to require a reduced level of coverage consistent with the scope of Work to be provided by that particular Subcontractor. Any reduction in the levels of insurance coverage required by the successful bidder's standard form of subcontract shall be approved by the Owner.

Waiver of Subrogation. Owner and successful bidder waive against each other and the Owner's separate Vendors, Contractors, Design Consultants, Subcontractors agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The successful bidder and Owner shall, where appropriate, require similar waivers of subrogation from the Owner's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

Worker's Compensation Insurance. The successful bidder shall procure and maintain during the term of the Contract Documents, workers' compensation insurance for all its employees connected with the Work and shall require all Subcontractors similarly to provide workers' compensation insurance for all their employees unless such employees are covered by the protection afforded by successful bidder. Such insurance shall comply with the Florida Workers' Compensation Law. The successful bidder shall provide adequate insurance, satisfactory to Owner, for the protection of employees not otherwise protected.

By way of its submission of a bid hereto, bidder:

- a. Represents that bidder maintains, and will maintain during the term of any Agreement arising from this solicitation, all insurance coverage required herein from responsible companies duly authorized

to do business under the laws of the State of Florida that hold a rating of “A-” or better by Best’s Key Guide, latest edition, and are deemed acceptable to Owner as set forth in this solicitation.

- b. Agrees that insurance, as specified herein, shall remain in force and effect without interruption from the date of commencement of the Work throughout the duration of the Project, and shall remain in effect for at least two (2) years after the termination of the Contract Documents.

Agrees that if the initial or any subsequently issued certificate of insurance expires prior to completion of the Work, successful bidder shall furnish to Owner renewal or replacement certificate(s) of insurance no later than ten (10) calendar days after the expiration date on the certificate. Failure of successful bidder to provide Owner with such renewal certificate(s) shall be considered justification for Owner to terminate any and all Agreements.

- c. Agrees that bidder and/or its insurance carrier shall provide thirty (30) days written notice to Owner of policy cancellation or non-renewal on the part of the insurance carrier or the successful bidder. Successful bidder shall also notify Owner, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by successful bidder from its insurer and nothing contained herein shall relieve successful bidder of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by successful bidder hereunder, successful bidder shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- d. Agrees that failure of successful bidder to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the resulting Agreement, which may result in immediate termination.
- e. Agrees that, should at any time the successful bidder not maintain the insurance coverage(s) required herein, Owner may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge successful bidder for such coverage(s) purchased. If successful bidder fails to reimburse Owner for such costs within thirty (30) days after demand, Owner has the right to offset these costs from any amount due successful bidder under this Agreement or any other agreement between Owner and successful bidder. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance companies used. The decision of Owner to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- f. Agrees to provide, upon request, the entire and complete insurance policies required herein.
- g. The payment of deductibles for insurance required of the successful bidder by the Contract Documents shall be the sole responsibility of the successful bidder.

Certificate of Insurance Requirements:

- a. Certificates of insurance in duplicate evidencing the insurance coverage specified herein shall be filed with the Procurement Division before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies

affording coverage, and also shall refer specifically to the bid number and title of the Project, and must read: For any and all work performed on behalf of Manatee County.

b. Additional Insured: The Automobile Liability and Commercial General Liability policies provided by the successful bidder to meet the requirements of this IFB shall name Manatee County, Board of County Commissioners, as an additional insured as to the operations of the successful bidder under this IFB and shall contain severability of interests provisions.

c. In order for the certificate of insurance to be accepted it must comply with the following:

1. The "Certificate Holder" shall be:

Manatee County

Board of County Commissioners

Bradenton, FL

IFB #17-0469BLS, Cover Dirt for Landfill, FY2017 for any and all work performed on behalf of Manatee County.

2. Certificate shall be mailed to:

Manatee County Procurement Division

1112 Manatee Avenue West, Suite 803

Bradenton, FL 34205

Attention: Bonnie Sietman, Sr. Buyer

BIDDER'S INSURANCE STATEMENT

THE UNDERSIGNED hereto have read and understand the aforementioned insurance requirements of this IFB and note that the evidence of insurability shall be required within ten (10) days from the date of notice of intent to award.

Bidder Name: _____ Date: _____

Bidder's Signature: _____

Print Name: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

Please return this completed and signed statement with your quotation.

MAILING LABEL

Cut along the outside border and affix this label to your sealed Bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the Bid and the Bid due date and time where requested.

MAILING LABEL TO AFFIX TO OUTSIDE OF SEALED BID PACKAGE:

SEALED BID - DO NOT OPEN

BIDDER: _____

SEALED BID NO: 17-0469BLS

BID TITLE: Cover Dirt for Landfill, FY2017

DUE DATE/TIME: _____ @ _____