

REQUEST FOR PROPOSAL # 09-0760CD

SALE OF CLASS "AA" PELLETS

Manatee County, a political subdivision of the State of Florida (hereinafter "Manatee County" or the "County") will receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, for the purpose of providing Wastewater Residual Removal Services at the Manatee County Bio-Solids Dryer Facility.

Pre-Proposal Conference: In order to insure that all prospective proposers have sufficient information and understanding of the County's needs, an information conference will be held **Friday, May 15, 2009 at 10:00 AM** at the Manatee County Administrative Center, Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida. All interested proposers are encouraged to attend.

DEADLINE FOR CLARIFICATION: **Thursday, May 21, 2009**

TIME AND DATE DUE: Proposals will be received until 4:00 p.m., Friday, May 29, 2009, at which time they will be **publicly opened**. All interested parties are invited to attend this opening.

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Important note: **A prohibition of Lobbying has been enacted. Please review paragraph A.19 carefully to avoid violation and possible sanctions.**

FOR INFORMATION CONTACT:
Chris Daley, CPPB- Senior Buyer
PHONE (941) 749-3048
FAX (941) 749-3034
Manatee County
Financial Management Department
Purchasing Division

AUTHORIZED FOR RELEASE:



SECTION A: INFORMATION TO PROPOSERS

PROPOSERS MUST COMPLY WITH THE FOLLOWING INSTRUCTIONS TO BE CONSIDERED FOR SELECTION.

A.01 OPENING LOCATION

These proposals will be publicly opened at Manatee County Purchasing, 1112 Manatee Avenue West, 8th Floor, Suite 803, Bradenton, Florida 34205, in the presence of County officials at the time and date stated on the cover sheet. All Proposers or their representatives are invited to attend.

Proposals become "Public Records" ten (10) days after the proposal opening or if an award decision is made earlier than this time as provided by Florida Statue 119.071. **No announcement of pricing or review of the proposal documents shall be conducted at the public opening of the proposals.**

A.02 PROPOSAL INFORMATION AND PROPOSAL DOCUMENTS

Bids and Proposals on <http://www.mymanatee.org>

Bid or Proposal documents and the Notices of Source Selection related to those Bids or Proposals are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "Bids and Proposals." You may view and print these files using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the County's web page if you do not have it.

Manatee County collaborates with the Manatee Chamber of Commerce on distributing solicitations using the RFP Tool web page on the Chambers website: <http://www.Manateechamber.com> to post Bid and Proposal documents in a portable document format (.PDF) file. This step is in addition to the posting on Manatee County Government web pages.

Manatee County may also use an internet service provider to distribute Bids and Proposals. A link to that service <http://www.DemandStar.com>, is provided on this website under the Tab "DemandStar". Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Electronic copies of Bid or Proposal documents may be requested at no cost per Florida Statute 119.01 (2) (e). These files in PDF format may be obtained by calling the person or persons identified to contact on page one.

A fee may be charged for creating a CD recording or a printed copy of the documents requested. Cost Details shall be provided when you specify the format.

Note: The County posts the Notice of Source Selection seven calendar days prior to the effective date of the award.

A.02 PROPOSAL INFORMATION AND PROPOSAL DOCUMENTS continued

IT IS THE RESPONSIBILITY OF EACH VENDOR, PRIOR TO SUBMITTING THEIR BID or PROPOSAL, TO CONTACT THE MANATEE COUNTY PURCHASING OFFICE (see contact information on page one of this document) TO DETERMINE IF ADDENDA WERE ISSUED AND TO MAKE SUCH ADDENDA A PART OF THEIR BID or PROPOSAL.

A public internet connection is available during regular business hours in the lobby of the Purchasing Division. If you have questions which cannot be answered by these sources, please contact the individual named on the front page of the bid or proposal.

Please contact the individual named on the first page of this bid or proposal document, if you have questions on this instruction.

A.03 PROPOSAL FORM DELIVERY REQUIREMENTS

Any proposals received after the stated time and date will not be considered. It shall be the sole responsibility of the Proposer to have their proposal delivered to the Manatee County Purchasing office for receipt on or before the stated time and date.

If a proposal is sent by U.S. Mail, the Proposer shall be responsible for its timely delivery to the Purchasing Office. Proposals delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the Proposer's request and expense.

A.04 DEADLINE FOR CLARIFICATION REQUESTS

May 21, 2009 shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Request For Proposals to the Manatee County Purchasing Office.

A.05 CLARIFICATION & ADDENDA

Each Proposer shall examine all Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Proposal shall be made in writing through the Manatee County Purchasing Office. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

If any addenda are issued to this Invitation for Proposals, the County will broadcast the addenda through DEMANDSTAR to "planholders" identified on this web service, however, it shall be the responsibility of each proposer, prior to submitting their proposal, to contact the Manatee County Purchasing Office (see contact information on page 1) to determine if addenda were issued and to make such addenda a part of their proposal.

A.06 SEALED & MARKED

Three (3) signed copies of your proposal shall be submitted in one sealed package, clearly marked on the outside "**Sealed Proposal #09-0760CD**" and addressed to:

Manatee County Purchasing
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205

A.07 LEGAL NAME

Proposals shall clearly indicate the legal name, address and telephone number of the Proposer (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the Proposer to the submitted proposal.

A.08 PROPOSAL EXPENSES

All expenses for making proposals to the County are to be borne by the Proposer.

A.09 EXAMINATION OF OFFER

The examination of these proposals and the qualifications of the Proposer shall require a period of not less than ninety (90) calendar days from the date of the opening of the proposals.

A.10 DISCLOSURE

Upon receipt, responses become "Public Records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Section 119.071(1)(b)1.a states that sealed bids shall be exempt from inspection or copying until such time as the County provides a notice of a decision or within 10 days after the date the bids are opened, whichever is earlier.

Based on the above, Manatee County will receive the Proposal at the date and time stated, and will make public at the opening the names of the business entities of all that submitted an offer and any amount presented as a total offer without any verification of the mathematics or the completeness of the offer. Upon the expiration of the statutory term for exemption the actual documents may be inspected or copied.

When County staff have completed a mathematic validation and inspected the completeness of the offers, a tabulation shall be posted on mymanatee.org.

A.11 ERRORS OR OMISSIONS

Once a proposal is submitted, the County shall not accept any request by any proposer to correct errors or omissions in the proposal. No changes shall be allowed until a selection is made and contract negotiations actually begin.

A.12 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received by the first submission date may or may not be rejected by the County, depending on available competition and timely needs of the County. The County reserves the right to award the contract to a responsible Proposer submitting a responsive proposal, with a resulting negotiated agreement which is most advantageous and in the best interests of the County. The County shall be the sole judge of the proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the Proposer. Such information may include, but shall not be limited to: current financial statements prepared by an independent CPA; verification of availability of equipment and personnel; and past performance records.

A.13 APPLICABLE LAWS

Bidder or Proposer 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 agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Purchasing Code Ordinance 08-43, as amended. Any actual or prospective Bidder or Proposer who is aggrieved in connection with the solicitation or award of a contract may protest to the Board of County Commissioners of Manatee County as required in Section 2-26/61 of the Purchasing Code.

A protest with respect to this Invitation For Bid or Request for Proposal shall be submitted in writing prior to the scheduled opening date of this proposal, unless the aggrieved person did not know and could not have been reasonably expected to have knowledge of the facts giving rise to such protest prior to the scheduled opening date of this proposal. The protest shall be submitted within seven calendar days after such aggrieved person knows or could have reasonably been expected to know of the facts giving rise thereto.

A.14 CODE OF ETHICS

With respect to this proposal, if any Proposer violates or is a party to a violation of the Code of Ethics of Manatee County per Manatee County Purchasing Code Ordinance 99-37, Article 3, Ethics in Public Contracting, and/or the state of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work or for goods or services for Manatee County.

A.14 CODE OF ETHICS (Continued)

The County anticipates that all statements made and materials submitted in a proposal will be truthful. If a proposer is determined to be untruthful in its proposal or any related presentation, such proposer may be disqualified from further consideration regarding this Request for Proposal.

A.15 COLLUSION

By offering a submission to this Request for Proposal the Proposer certifies the Proposer has not divulged to, discussed or compared his proposal with other Proposers and has not colluded with any other Proposer or parties to this proposal whatsoever. Also, Proposer certifies, and in the case of a joint proposal, each party thereto certifies, as to their own organization that in connection with this proposal:

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

A.16 PROPOSAL FORMS

Proposals must be submitted in the format specified in Section B of this Request For Proposals. **The contents of each proposal shall be separated and arranged with tabs in the same order as listed in the Subsections within Section B identifying the response to each specific item** to facilitate an expedient review of all responses.

A.17 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or 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 (as of 1/01/2005 is \$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

A.18 DRUG FREE WORK PLACE

The Manatee County Board of County Commissioners adopted a policy regarding maintaining a Drug Free Work Place, Resolution R-93-22. Proposers are asked to review the attached copy of the Resolution and provide either a certification of compliance with the program outlined in this Resolution or describe your firm's policy or program as it relates to maintaining a drug free workplace. A Drug Free Work Place Certification is attached to this proposal for this purpose. This response will be considered with the other criteria described herein.

A.19 LOBBYING

After the issuance of any Request for Proposals or Invitations for Bids, prospective bidders, Proposers or any agent, representative or person acting at the request of such bidder or Proposer shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposals or Invitation for Bids with any officer, agent or employee of Manatee County other than the Purchasing Manager or as directed in the Request for Proposals or Invitation for Bids. This prohibition begins with the issuance of any Request for Proposals or Invitation for Bids, and ends upon execution of the final contract or when the invitation or request has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Procurement Code.

A.20 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

In accordance with Ordinance 99-37, adding Article 6, Manatee County Board of County Commissioners adopted a policy prohibiting the award of County contracts to persons, business entities, or affiliates of business entities who have not submitted written certification to the County that they have not been convicted of bribery, attempted bribery, collusion, restraints of trade, price fixing, and violations of certain environmental laws. A Non-Conviction Certification Form is attached for this purpose.

A.21 EQUAL EMPLOYMENT OPPORTUNITY

Manatee County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all prospective Proposers that they will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color, creed, sex, age or national origin in consideration for an award.

A.22 AMERICANS WITH DISABILITIES ACT

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for the public meetings specified herein (i.e. Information Conference or Proposal Opening), should contact the person named on the first page of this document at least twenty four (24) hours in advance of the activity.

SECTION B: FORM OF PROPOSAL

This section identifies specific information which must be included within each proposal. **The contents of each proposal shall be separated and arranged with tabs in the same order as listed in Sections B.02 and B.03 below, identifying the response to each specific item.**

B.01 MINIMUM QUALIFICATIONS TO BE CONSIDERED: To qualify for any consideration, the Proposer must present proof that they are a registered bulk fertilizer company with the Florida Department of Agriculture and Consumer Services.

OR

Provide documentation of written agreement to deliver the Class "AA" pellets to a registered bulk fertilizer company between the Proposer's firm and a firm that is a registered bulk fertilizer company with the Florida Department of Agriculture and Consumer Services, should the Proposer's firm be awarded a contract as a result of this Request for Proposals. **Confirmation of the agreement status shall be required to meet the minimum qualifications.**

B.02 ADMINISTRATIVE SUBMITTAL

- a. Proposal Signature Form.
- b. Drug Free Work Place Certification (Attachment B).
- c. Public Contracting and Environmental Crimes Certification (Attachment C).

B.03 INFORMATION TO BE SUBMITTED

1. Description of the proposer's firm's **background and size**, including the legal status of your firm or organization.
2. Include a statement of qualifications that includes your firm's professional credentials and experience in providing the service enumerated in this Request for Proposal.
3. Describe any **changes in the mode of conduction business** your firm has made in the past three (3) years, including any mergers, acquisitions, consolidations, downsizing or bankruptcy proceeding or filings. Disclose any such changes that are currently in progress. Identify the location of the primary office that will provide these services to the County.
4. Identify each **principal of the firm and other "key personnel"** who will be professionally associated with the County. Describe their respective areas of expertise. Include personalized resumes which identify the qualifications, training and experience of each key personnel. Submit a list of subcontractors that may be used.

B.03 INFORMATION TO BE SUBMITTED (Continued)

5. Submit an **organizational chart** of your firm, stating the names of the firm's management and supervisory personnel to be assigned to this contract undertaking. Provide a resume for each of your key personnel. Identify the primary office location of each person listed in the organizational chart.
6. The County will not warrant the usefulness of the Class"AA" pellets neither expressed nor implied. Provide a response as to how you can accept the variances in product and any affect this may have on your performance under this contract.
7. There may be times during the contract period that the County will have to dispose of the pellets at our Landfill facility, as a Florida Department of Environmental Regulation (FDEP) requirement, due to testing that reveals out of tolerance levels per FDEP's disposal criteria. Provide a response as to how you can accept the variances in product and any affect this may have on your performance under this contract.
8. In order to shorten the weighing process, the County shall require the Contractor to weigh all trucks and trailers that the Contractor intends to utilize under this contract at the Lena Road Landfill and have a numbered decal placed on the trucks at the beginning of the contract period. Provide written confirmation that you accept this condition of having a decal placed on the vehicles to be used for transport.
9. Provide a complete equipment list that is proposed to be used for this contract. If subcontracted transportation is proposed, explain your response to number eight above and include a narrative from your subcontractor.
10. **Pricing:** Provide a proposed price per ton, to be paid to the County, using the estimated annual quantities form (Exhibit A) that is attached to this Request for Proposal.
11. **Pricing Exceptions:** List any conditions that would change the pricing to be paid under item ten above and detail the proposed payments.
12. Submit **any other additional information** which would assist the County in the evaluation of your proposal.

NOTE: The County reserves the right to make such investigation and solicit additional information or submittals as it deems necessary to determine the ability of any Proposer to perform the Scope of Services stated in this Request for Proposal.

SECTION C: SELECTION

C.01 EVALUATION FACTORS

Evaluation factors are price and perceived ability of the Proposer to perform the Scope of Services as stated in this Request for Proposal in the most timely and efficient manner, and the proposal which will overall best meet the needs of Manatee County as determined from the responses to this Request for Proposal and subsequent investigation by the County.

C.02 RELATIVE IMPORTANCE OF EVALUATION FACTORS

No weight has been assigned to the Evaluation Factors stated above.

C.03 PRELIMINARY RANKING

A Selection Committee may determine from the response to this Request for Proposal and subsequent investigation as necessary, the Proposers most susceptible of being selected for award.

C.04 REVIEW OF PROPOSERS AND PROPOSALS

Review shall be conducted with responsible Proposers who may be reasonably susceptible of being selected for award, for the purposes of clarification to assure full understanding of and conformance to the solicitation requirements, the abilities of the Proposer, and the proposal submitted.

Firms responding to this Request for Proposal shall be available for presentation/interviews, to the Selection Committee and/or Board of County Commissioners upon notification from the Purchasing Office at a time and date determined by the County.

C.05 SELECTION FOR NEGOTIATION

The Proposer whose ability and proposal is determined to be the most advantageous to the County, taking into consideration the evaluation factors set forth in this Request for Proposal, shall be recommended to the Board of County Commissioners for authorization to negotiate an agreement for the stated Scope of Services.

Note that all evaluation factors are considered without assigning a weight factor, and all terms, conditions, and costs are to be negotiated. Therefore, price shall not be either the sole evaluative factor, or the dominant factor in the making of the recommendation.

C.06 AWARD

The recommendation or selection of a proposer for negotiation shall not be construed as vesting any contractual or other rights of any nature in the proposer.

Award of an agreement is subject to the successful negotiations and the vote of the Board of County Commissioners to authorize execution of the agreement.

SECTION D: NEGOTIATION OF THE AGREEMENT

D.01 GENERAL

The following general terms and conditions apply to the proposal submitted for consideration and the subsequent negotiations:

- a. The proposal will serve as a basis for negotiating an agreement.
- b. Upon submission, all proposals become the property of the County which has the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposal whether or not the proposal is accepted.
- c. All products and papers produced in the course of this engagement become the property of the County upon termination or completion of the engagement.

D.02 AGREEMENT

The selected Proposer shall be required to negotiate a formal agreement, in a form acceptable to Manatee County.

The Manatee County Board of County Commissioners will be presented the negotiated agreement as the best and final offer for consideration of award and execution.

The Board of County Commissioners shall determine if award of the agreement is to be: considered; rejected and direct further negotiations; rejected and terminate negotiations; or accepted, authorizing the chairman to execute the agreement.

SECTION E: SCOPE OF SERVICESE.01 GENERAL OVERVIEW

Manatee County is soliciting written proposals from qualified firms for the collection, purchase, and disposal of Class "AA" Pellets produced at the Manatee County Residuals Management Facility located at 3331 Lena Road, Bradenton, Florida 34202.

E02 TECHNICAL SPECIFICATIONS**1. PURPOSE**

1.1 These Technical Specifications describe the minimum requirements for the CONTRACTOR to dispose of Pellets produced at the Manatee County Residuals Management Facility.

2. DEFINITIONS

2.1 Unless the context indicates otherwise, the following terms shall have the definitions shown when used in these Technical Specifications in their capitalized forms:

(a) *MCRMF* -The Department's Manatee County Residuals Management Facility located at 3331 Lena Road, Bradenton FL 34202

(b) *Class AA Pellets, Pellets* - Wastewater residuals produced by drying wastewater sludge from the three water reclamation facilities operated by Manatee County Utility Department, and/or similar facilities, that treat domestic wastewater through biological and chemical processes to produce a residual classified as Class AA in accordance with EPA Title 40 CFR Part 503. The Pellets being produced by thermal drying will be in a size range of 1 to 4 mm and will be dried to between 90% and 95% solids by weight, containing predominately organic matter, with inorganic matter meeting the limits established in EPA 503 sludge regulations.

(c) *Department* - Manatee County Utilities Department

(d) *EPA* -The United States Environmental Protection Agency.

(e) *FDEP* -The Florida Department of Environmental Protection. .

(f) *FDOT* -The Florida Department of Transportation.

(g) *Permit* -The FDEP-issued permit that authorizes the operation of the MCRMF.

(h) *MCNRD* - Manatee County Natural Resources Department

3. DEPARTMENT STAFF AND FACILITIES

3.1 **PROJECT MANAGER** -Unless otherwise advised by the Department, the PROJECT MANAGER for this Contract is designated and may be contacted as follows:

Mr. Chris Collins, MCRMF Plant Manager
 Manatee County Utilities Department
 4412 66th Street West
 Bradenton, FL 34210
 Telephone: 941-792-8811 ext 8025

E.02 TECHNICAL SPECIFICATIONS (CONTINUED)

3.1.1 Review of Completed Work -The CONTRACTOR's work shall be subject to inspection by the PROJECT MANAGER for compliance with applicable regulations, Permit requirements, and these Technical Specifications. Within forty-eight (48) hours of notification of such determination, the CONTRACTOR shall correct all work that is determined by the PROJECT MANAGER to be unsatisfactory. The CONTRACTOR shall not charge callback or follow-up work to correct unsatisfactory work to the COUNTY if such work is determined by the PROJECT MANAGER to be the result of faulty workmanship by the CONTRACTOR.

4. CONTRACTOR SERVICES

4.1 SCOPE -Except as otherwise provided herein, the CONTRACTOR shall furnish all resources necessary to provide the Pellet Disposal Services contemplated herein.

4.2 PERSONNEL -The CONTRACTOR shall have sufficient qualified personnel available to perform the services contemplated herein in a timely manner. The CONTRACTOR shall ensure that each of its representatives who operate a motor vehicle in performance of the CONTRACTOR's responsibilities hereunder is properly licensed by the State of Florida for the operation of that vehicle.

4.3 REMOVAL OF PELLETS -The CONTRACTOR shall remove Pellets from the MCRMF Facility at a rate compatible with the amount generated by or accumulated at the MCRMF.

4.3.1 Removal Schedules -The Project Manager will submit a proposed removal schedule to the CONTRACTOR in writing for approval. Each schedule shall specify the daily and weekly quantities of Pellets to be removed by the CONTRACTOR, including the number of truckloads to be hauled. The CONTRACTOR shall remain flexible to changes in the removal schedule to accommodate plant operations. The CONTRACTOR shall immediately notify the Project Manager whenever unforeseen situations occur that would interfere with the scheduled removal of Pellets. Under no circumstances shall the CONTRACTOR delay the removal of Pellets from the Facility more than 24 hours from the approved schedule unless authorized by the Project Manager.

4.3.2 Verification of Removal -The CONTRACTOR's transport vehicles shall be weighed empty at the beginning of the contract period and a numbered decal shall be assigned and placed on each transport vehicle. Afterwards, the Contractor's transport vehicles shall be weighed in at the Lena Rd Landfill Scale house and will be issued a ticket for each load of Pellets removed from the MCRMF at the time of removal. Each receipt shall indicate (a) the CONTRACTOR's account number, (b) the weight of Pellets removed, (d) the time and date of removal, (e) the truck identification number, (g) the printed names of the driver and signature as provided by the driver.

4.3.3 Response Time -The CONTRACTOR shall respond within twenty-four (24) hours to each request by the PROJECT MANAGER or any designee of the Project Manager to remove Pellets regardless of weather conditions. If no other means are available, the CONTRACTOR shall deliver to an approved landfill at its own expense within the same twenty-four (24) hour time frame.

4.4 TRANSPORTATION OF PELLETS -The CONTRACTOR shall comply with all applicable FDOT regulations throughout the term of this Contract.

E.02 TECHINCAL SPECIFICATIONS (CONTINUED)

4.4.1 Transportation Equipment -The CONTRACTOR shall secure and maintain via ownership and/or leasehold interests, sufficient transportation equipment to perform the Pellet Removal Services required hereunder. The CONTRACTOR shall use only vehicles that conform in size to the access, loading, and off-loading limitations of the Facilities served by those vehicles. The CONTRACTOR shall submit to the PROJECT MANAGER, and update as appropriate:

- (a) A list of all transportation equipment to be utilized including the year, model, type, and capacity.
- (b) An official weights and measures document or a copy of the current vehicle registration for each vehicle used for transporting Pellets which verifies the capacity of that vehicle.

4.4.1.1 Additional Vehicles -The CONTRACTOR shall not utilize any replacement or supplemental vehicle to transport Pellets until the documentation prescribed in paragraph 4.4.1 has been provided to the PROJECT MANAGER for that vehicle.

4.4.1.2 Off-Loading Vehicles -The CONTRACTOR shall transport Pellets only in vehicles having leak-free tailgates and covers to prevent wind dispersal of Pellets during transit.

4.4.1.3 Maintenance -The CONTRACTOR shall maintain all vehicles used to transport Pellets in good mechanical condition, in a clean condition, and in a manner which will adequately control odors. When vehicle wash-down facilities utilizing non-potable water are provided at a Facility, the CONTRACTOR shall utilize such facilities after loading Pellets and prior to leaving the site as directed by the Project Manager.

4.4.1.4 Weight Restrictions -No representations are made by the COUNTY with respect to the maximum weight restrictions imposed by the State of Florida for commercial transportation on public thoroughfares.

4.4.1.5 Dedicated Vehicles -The CONTRACTOR shall only use dedicated vehicles to transport Pellets under this Contract.

4.5 DISPOSAL AND/OR REUSE OF PELLETS -The CONTRACTOR hereby accepts responsibility for the proper disposal and/or reuse of all Pellets received from the COUNTY. Further, the CONTRACTOR hereby acknowledges its awareness of and agrees to comply with the requirements of Title 40, Part 503 of the CFR; Chapter 62-640 of the F.A.C.; and the Permit of each applicable COUNTY Facility in the disposal of all such Pellets removed by the CONTRACTOR from that Facility for such purpose.

4.5.1 Disposal Records -The CONTRACTOR shall maintain the records prescribed in Rule 62- 640.650(2)(a), F.A.C. for all Pellets applied to Disposal Sites hereunder. Such Disposal Site records shall be available for inspection by the COUNTY at all times during normal business hours. Within ten (10) days following each calendar quarter, the CONTRACTOR shall file with the Project Manager for all Pellets applied during the prior quarter either (a) copies of all such records or (b) a report which summarizes the information contained in those records. Within five (5) days following a request therefore, the CONTRACTOR shall provide the PROJECT MANAGER with a copy of all Disposal Site records requested.

E.02 TECHNICAL SPECIFICATIONS (CONTINUED)

4.6 CLEAN-UP -The CONTRACTOR shall be solely responsible for the timely and thorough clean-up, at no additional cost to the COUNTY, of each spillage, leakage, or escape of Pellets or other material resulting from the CONTRACTOR's operations hereunder or which is caused through the negligence or willful misconduct of the CONTRACTOR or any of its officers, agents, employees, or subcontractors. The CONTRACTOR shall immediately notify the Project Manager or his/her designee, as appropriate of any incident requiring such clean-up. The CONTRACTOR shall take all necessary and appropriate precautions and measures to immediately contain each such spillage, leakage, or escape and prevent it from entering any public or private stormwater drainage system or bodies of water of the State. Within 12 hours of the time of spill, the CONTRACTOR shall commence clean-up activities and sanitize the site of each such spillage, leakage, or escape to the condition of the property that existed immediately prior to such occurrence. The CONTRACTOR shall notify regulatory agencies and submit appropriate report form within 24 hours, with copy faxed to the PROJECT MANAGER. The CONTRACTOR shall furnish to the PROJECT MANAGER a "Spill- Abatement Plan of Action" that addresses spills and their clean-up. The plan shall identify, at a minimum, (a) individuals to be contacted, (b) notification protocols, forms, and procedures, (c) clean-up activities, and (d) containment and discharge-abatement methods.

4.8 COMMUNICATIONS -The CONTRACTOR shall respond within thirty (30) minutes to each communication from the Department.

4.9 SAFETY -The CONTRACTOR shall provide all reasonable measures necessary to safeguard property and persons from its operations herein. The CONTRACTOR shall immediately report to the Project Manager all injuries and all damages occurring to public or private property which are a result of the CONTRACTOR's performance hereunder. The CONTRACTOR shall repair/replace any such property.

4.10 TRAFFIC CONTROL -The CONTRACTOR shall provide all traffic control devices and methods necessary to perform its responsibilities hereunder.

5. REGULATORY COMPLIANCE

5.1 JURISDICTION -The CONTRACTOR shall comply with all applicable requirements of the EPA, FDEP, MCNRD, and all other regulatory agencies having jurisdiction over the removal, transport, processing and/or disposal of Pellets throughout the term of this Contract.

5.1.1 Federal -The CONTRACTOR shall comply with all applicable requirements set forth in the EPA Regulations, Title 40 CFR. Part 503 (Standards for the Use or Disposal of Sewage Sludge) as published in the Federal Register in December 1994 and in subsequent amendments thereto throughout the term of this Contract.

5.1.2 State -The CONTRACTOR shall comply with all applicable requirements set forth in Chapter 62-640. F.A.C. (Domestic Wastewater Residuals) and in subsequent amendments thereto throughout the term of this Contract.

E.02 TECHNICAL SPECIFICATIONS (CONTINUED)

5.2 RECORDS -The CONTRACTOR shall maintain records in accordance with applicable quality- assurance requirements of all regulatory agencies having jurisdiction over the CONTRACTOR's activities hereunder. Such records shall contain all applicable information, test data, and permits required by EPA's Title 40 CFR Part 503, or FDEP's Chapter 62-640, F.A.C. The CONTRACTOR shall provide copies of such records to the COUNTY upon a request therefore at the nominal cost of reproduction only. The CONTRACTOR shall provide final records and reports to the COUNTY pertaining to the annual state and federal reports by the end of January each year for inclusion of that documentation in the COUNTY's annual report due to the regulatory agencies no later than February 19th of each year.

5.3 PERMITS AND LICENSES -The CONTRACTOR shall obtain and maintain all licenses and permits required by regulatory agencies having jurisdiction over the CONTRACTOR's operations hereunder including the Florida Department of Agriculture and Consumer Services "Fertilizer License".

5.4 PERMITTING REQUIREMENTS -Upon award of the Contract, the CONTRACTOR shall immediately submit the necessary Permit modifications for all primary and secondary facilities.

6. LIABILITY

6.1 COUNTY OPERATIONS -The CONTRACTOR shall be responsible for all interruptions of normal plant operations and for all fines, penalties, and expenses imposed upon or incurred by either the COUNTY or the CONTRACTOR where such interruption, fine, penalty, or expense is the result of the poor performance, negligence, or wrongful intentional acts or omissions of the CONTRACTOR or any of its officers, employees, agents, or subcontractors.

6.2 TAMPERING -COUNTY prohibits the tampering with or work on COUNTY Utility Facilities except with the express written authority of the COUNTY or during a COUNTY-recognized emergency. Any such violation by the CONTRACTOR or by any of its agents, officers, employees, or subcontractors shall upon a finding of guilt be considered a serious breach of this Contract and shall entitle the COUNTY to terminate same and to debar the CONTRACTOR from participating in future COUNTY procurement activities in accordance with procedures implemented by the County Administrator.

7. BILLING

The Contractor shall submit a copy of the County's certified scale receipts and full payment for the weight of the pellets removed from the site based on the price established by this proposal and as contained in the associated agreement, to the County on or before the fifteenth (15th) of each month for pellets removed the previous month.

SECTION F
MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

F.01 Vendor Registration

All vendors are encouraged to register with Manatee County using the on-line "Vendor Registration" web page on www.mymanatee.org.

Enclosed is a copy of the current Manatee County law that details the County's Local Preference and definition of a Local Business.

If you assert that your firm meets the stated definition of a Local Business, we ask that in addition to registering on the County's Web page, you fill out the attached "**Affidavit As To Local Business Form**" that is the **last page** in this section of the proposal, have the completed document notarized, and mail the original to the following address: Manatee County Administration Center, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

Your cooperation in registering your business with Manatee County will enhance our opportunities to identify sources for goods and services, plus identify Local Businesses. This information is used for soliciting quotations up to \$250,000.00 and for competitive solicitations of larger purchases.

You will note that Manatee County collaborates with the Manatee Chamber of Commerce, posting bids on www.manateechamber.com as well as using the same vendor categories for registration.

Our staff can assist you with your registration as needed. Our office hours are 8:00 A.M. to 5:00 P.M., Monday through Friday on regular business days. Please call (941) 749-3014 if you wish to have a purchasing staff member assist you.

Quick steps to on line registration: **www.mymanatee.org**

A link to "Purchasing" is listed under the "Quick Links" on page one of this County Web Site.

On the left hand side of the Purchasing Web page, click on "Vendor Registration."

This will bring up the Vendor Registration form for on-line input. Please note that the definition of a "Local Business" changed on March 17, 2009. The Web page will be updated to include the current Law which has been provided in this section of the **proposal**.

Thank you for reviewing this information and considering registering your business with Manatee County. Registration is not mandatory, however, by taking the time to register, you are helping the County to provide timely notifications of quotation, bid, and proposal opportunities to your business.

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

F.02 Section 2-26-6. Local preference, tie bids, local business defined.

(a) Whenever a responsible local business bidder and a responsible non-local business bidder are found, upon the opening of bids, to have both submitted the lowest responsive bid, the bid of the local bidder shall be awarded the contract. Should more than one responsible local business bidder match the responsible non-local business bidder's lowest responsive bid, or should no responsible local business bidder match the lowest responsive bid but two or more responsible non-local business bidders submit lowest responsive bids for equal amounts, then the award of the contract shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the purchasing office and open to the public. Any bidders seeking to be recognized as local businesses for purposes of this local business preference provision may be required by the terms of the bid announcement to certify they meet the definition of local business set forth in this section, and to register as a local business with the county in the manner prescribed by the county to facilitate the county's ability to track the award of contracts to local businesses and to allow the county to provide future notifications to its local businesses concerning other bidding opportunities.

(b) Nothing herein shall be deemed to prohibit the inclusion of requirements with respect to operating and maintaining a local place of business in any invitation for bids when the bidder's location materially affects the provisions of the services or supplies that are required by the invitation.

(c) 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.

(d) Each solicitation for bids made by the county shall contain terms expressly describing the local business preference policies of the county, and shall provide that by electing to submit a bid pursuant to a request for bids, all bidders are deemed to understand and agree to those policies.

(e) For all contracts for architecture, professional engineering, or other professional services governed by Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, the county shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

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

1. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
2. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;
3. Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
4. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;

F.02 Section 2-26-6. Local preference, tie bids, local business defined. (Continued)

5. Any bid announcement which specifically provides that the general local preference policies set forth in this section are 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.

(g) To qualify for local preference under this section, **a local business must certify to the County that it:**

1. Has not within the five years prior to the bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;

2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the bid announcement;

3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

Ref: Ordinance 09-21 and 09-23 **PASSED AND DULY ADOPTED** in open session, with a quorum present and voting, on the 17th day of March, 2009.

**MANATEE COUNTY GOVERNMENT
AFFIDAVIT AS TO LOCAL BUSINESS
(Complete and Initial Items B-F)**

A. Authorized Representative

B. I, [name] _____, am the [title] _____

and the duly authorized representative of: [name of business] _____

_____, and that I possess direct personal knowledge to make informed responses to these certifications and the legal authority to make this Affidavit on behalf of myself and the business for which I am acting; and by electing to submit a **proposal** pursuant to this **Request For Proposals**, shall be deemed to understand and agree to the local business preference policies of Manatee County; and that I have the direct knowledge to state that this firm complies with all of the following conditions to be considered to be a Local Business as required by the Manatee County Code of Law, Section 2-26-6.

C. Place of Business: I certify that the above business is legally authorized to engage in the sale of goods and/or services and has a physical place of business in Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one (1) fulltime employee at that location. The physical address of the location which meets the above criteria is:

_____ [Initial] _____

D. Business History: I certify that business operations began at the above physical address with at least one fulltime employee on [date] _____ [Initial]

E. Criminal Violations: I certify that within the past five years of the date of this **proposal** announcement, this business has not admitted guilt nor been found guilty by any court or local, state or federal regulatory enforcement agency of violation of any criminal law or administrative regulation regarding fraud. [Initial]_

F. Citations or Code Violations: I certify that this business is not currently subject to any unresolved citation or notice of violation of any Manatee County Code provision, with the exception of citations or notices which are the subject of a legal current appeal within the date of this **proposal** announcement. [Initial] _

G. Fees and Taxes: I certify that within this business is not delinquent in the payment of fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, with the exception of those which are the subject of a legal current appeal. [Initial]_

Each of the above certifications is required to meet the qualification of "Local Business" under Manatee County Code of Law, 2-26-6.

Signature of Affiant _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of ____, 20__, by (name of person making statement).

(Notary Seal) Signature of Notary: _____

Name of Notary (Typed or Printed) _____

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

Submit executed copy to Manatee County Purchasing, Suite 803, 1112 Manatee Avenue W., Bradenton, FL 34205

**EXHIBIT A:
ESTIAMTED ANNUAL QUANTITIES**

PELLET (CLASS AA) DISPOSAL SERVICES

GENERATING FACILITY Name, Plant Address, Plant Supervisor, phone Number & Pick-up hours, loading location	PERCENT SOLIDS RESIDUAL AVERAGE & RANGE	ESTIMATED DAILY WEIGHT for 2009 (Tons over scale)	ESTIMATED ANNUAL WEIGHT (Tons over scale)
Manatee County Residuals Management Facility 3331 Lena Road, Bradenton FL 34202 Chris Collins, (941) 792-8811 ext 8025 Pick-up Hours: 8:00 am – 5:00 pm Loading at Hopper	SEE SLUDGE ANALYSIS (EXHIBIT B)	12 - 25 dry tons/day 4 days a week	2,400 – 5,200 dry tons

PROPOSAL SIGNATURE FORM
RFP #09-0760CD
Sale of Class "AA" Pellets

Firm Name

Mailing Address:

() _____
Telephone Number

City, State, Zip Code

The undersigned attests to his (her, their) authority to submit this proposal and to bind the firm herein named to perform as per agreement. If the firm is selected by the County the undersigned certifies that he/she will negotiate in good faith to establish an agreement to provide Janitorial Services for Various County Facilities according to the requirements of this RFP #07-1267CD.

Signature

Witness Signature

Date: _____

Date: _____

Name and Title of Above Signer

Name and Title of Above Signer

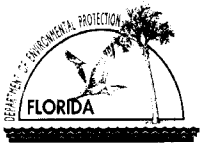
Address of any branch office
proposed to service Manatee County other than above

Name and Title of Firm's Representative for Manatee County

Telephone Number of Firm's Representative for Manatee County

EXHIBIT B: SLUDGE ANALYSIS

Monthly FDEP Residuals Report for the Manatee County Residuals Management Facility for the Month of March 2009 to follow:



Florida Department of Environmental Protection

Twin Towers Office Bldg., 2600 Blair Stone Road, Tallahassee, Florida 32399-2400

Monthly Residuals Distribution and Marketing Report

Instructions: This form shall be completed for all Class AA residuals marketed or distributed in the State of Florida in accordance with Rule 62-640.850, Florida Administrative Code (F.A.C.). This form shall be submitted monthly by any wastewater treatment facility which produces Class AA residuals in Florida and by any person who delivers Class AA residuals to Florida. Facilities or persons that regularly distribute and market residuals in Florida must submit this report or notification for those months during which residuals were not distributed or marketed. The report is due by the 28th day of the month following the report month. A copy of the analytical laboratory report (from a laboratory certified by Florida) on the residuals samples for the report month shall be submitted with the report. All information is to be typed or printed in ink. Mail to: Florida Department of Environmental Protection, Domestic Wastewater Section, Mail Station 3540, 2600 Blair Stone Road, Tallahassee, Florida, 32399-2400.

Part I - General Information

Report Month/Year 03/09

Distributor Name Manatee County Government - "all material was landfilled"

Distributor Address 3331 Lena Road

City Bradenton State FL Zip 34202

Contact Person Christian Collins Title Bio-Solids Supervisor

Telephone (941) 792-8811 ext. 8025 Fax (941) 798-6767

Treatment Facility Name Manatee County Southeast Regional Water Reclamation Facility

Treatment Facility ID Number (if a state permit number is entered, please indicate which state) FLA012618

Treatment Facility Address 3331 Lena Road

City Bradenton State FL Zip 34202

Residuals Product Brand Name and Type (e.g., pellets, compost, etc.) Pellets

Florida Department of Agriculture and Consumer Services fertilizer licensee number (if applicable) N/A

Part II - Residuals Analysis - Non-Florida facilities: Enter the information below and attach a copy of the analytical laboratory report for all monitoring performed pursuant to Rule 62-640.650(1), F.A.C. **Florida facilities:** Report analytical results with the discharge monitoring report or residuals monitoring report as required in the facility permit.

Enter the information for all laboratories if more than one was used for the reported information.

Laboratory name Manatee County Central Wastewater Laboratory FL Lab certificate no. 08-E54560

Laboratory name _____ FL Lab certificate no. _____

Laboratory name _____ FL Lab certificate no. _____

Parameter	Units*	Class AA Limits	Concentration	Parameter (continued)	Units*	Class AA Limits	Concentration
Total Nitrogen	%	N/A	6.00	Mercury	mg/kg	17	0.80
Total Phosphorus	%	N/A	3.11	Molybdenum	mg/kg	N/A	16.5
Total Potassium	%	N/A	2290	Nickel	mg/kg	420	20.5
Total Solids	%	N/A	92.9	Selenium	mg/kg	100	6.94
pH	std. units	N/A	7.24	Zinc	mg/kg	2800	1410
Arsenic	mg/kg	41	4.43	Pathogen results. Enter at least one.			
Cadmium	mg/kg	39	1.80				
Copper	mg/kg	1500	453	Fecal Coliform	MPN/g total solids* (limit 1000)		1.00 E00
Lead	mg/kg	300	17.2	Salmonella sp.	MPN/4g total solids* (limit 3)		N/A

*All units are in a dry weight basis except for total solids and pH.

N/A = not applicable

ATTACHMENT "A"

RESOLUTION R-93-22

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, IMPLEMENTING §3-101(7)3(1) OF THE MANATEE COUNTY PROCUREMENT CODE (ORDINANCE 84-02 AS AMENDED) TO ESTABLISH MINIMUM REQUIREMENTS FOR BIDDERS WITH RESPECT TO MAINTAINING A DRUG FREE WORKPLACE; REQUIRING WRITTEN CERTIFICATION TO THE COUNTY OF COMPLIANCE WITH THE REQUIREMENTS ESTABLISHED HEREIN; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Manatee County recognizes that substance abuse is a complex societal problem that continues to threaten the welfare of the residents and community; and

WHEREAS, the Board of County Commissioners considers substance abuse on the job to be an unsafe and counter-productive work practice; and

WHEREAS, consistent with its policy to promote a safe work environment and encourage personal health for all citizens of Manatee County, the Commission finds it necessary to combat substance abuse in the workplace by promoting education and awareness; and

WHEREAS, consistent with the Drug Free Workplace Act (§112.0455, Florida Statutes) and policies applicable to Manatee County employees pursuant to Resolution R-93-10, the Board of County Commissioners of Manatee County has determined that it is necessary and in the best interest of the County to adopt the drug free workplace requirements for persons or entities contracting with Manatee County; and

WHEREAS, §3-101(7)B of the Manatee County procurement Code (Ordinance 84-02, as amended) authorizes the adoption of requirements for maintaining a drug free workplace applicable to persons or entities bidding on contracts with Manatee County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee county, Florida, as follows:

1. **Certification Required:** No person or entity submitting a bid pursuant to §3-101 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, unless such person or entity has submitted a written certification to the county that it will provide a drug free workplace by:
 - a. providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined in §893.02(4), Florida statutes, as the same may be amended from time to time, in the person's or entity's workplace is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the person's or entity's policy of maintaining a drug free environment at all its workplaces, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
 - (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) the penalties that may be imposed upon employees for drug abuse violations.
 - b. Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its workplaces a written statement of it's policy containing the foregoing elements (i) through (iv).
 - c. Notifying the employee in the statement required by subsection 1. that as a condition of employment the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction.

- d. At all times pertinent to the performance of any contract with Manatee County, notify the county within ten (10) days after receiving notice under subsection c. from an employee or otherwise receiving actual notice of such conviction.
 - e. Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.
 - f. Making a good faith effort to continue to maintain a drug free workplace through implementation of sections a. through e. of this subsection.
2. **Severability.** If any part, section, subsection, or other portion of this Resolution, or any application thereof to any person or circumstances declared to be void, unconstitutional, or invalid for any reason, such part, section, subsection, or other portion, or the prescribed application thereof, shall be severable, and the remaining provisions of this Resolution, and all applications thereof not having been declared void, unconstitutional or invalid, shall remain in full force and effect.
3. **Effective Date.** This Resolution shall take effect ninety (90) days after adoption by the Board of County Commissioners.

ADOPTED in open session by a majority of the duly elected Board of County Commissioners of Manatee County, Florida, this 2nd day of February, 1993.

**ORIGINAL DOCUMENT SIGNED BY BOARD OF COUNTY COMMISSIONERS
CHAIRMAN MS. LARI ANN HARRIS ON FEBRUARY 2, 1993 AND IS ON FILE AT
MANATEE COUNTY CLERK'S OFFICE.**

<R93-22>

ATTACHMENT "B"

Drug Free Work Place Certification

SWORN STATEMENT PURSUANT TO SECTION 6-101(7)(B),
MANATEE COUNTY PURCHASING CODE, ON DRUG FREE WORK PLACES

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 will provide a drug free work place by:

(1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by ' 893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

(i) the dangers of drug abuse in the work place;

(ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;

(iii) any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) the penalties that may be imposed upon employees for drug abuse violations.

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

(i) abide by the terms of the statement; and

(ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

<DRUGFREE . FRM>

(4) Notifying the County within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug free work place through implementation of sections (1) through (5) stated above.

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:

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by subsection 3-101(7)(B).

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 200__ by _____.

Personally known _____ OR Produced identification _____
[Type of identification]

Notary Public Signature My commission expires _____

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

ATTACHMENT "C"

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

**SWORN STATEMENT PURSUANT TO ARTICLE 6,
MANATEE COUNTY PURCHASING 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 Purchasing 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 an 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 judgement has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the County's Purchasing 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.