



**INVITATION FOR BID
IFB # 16-1234GE
STREET SWEEPING**

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.

NON-MANDATORY INFORMATION CONFERENCE

In order to ensure all prospective bidders have sufficient information and understanding of County's needs, an Information Conference will be held at: **9:00 AM on February 12, 2016** at the **Manatee County Administration Center, Purchasing Conference Room, Suite 803, 1112 Manatee Ave. W, Bradenton, FL 34205.** Attendance is not mandatory, but is highly encouraged.

DEADLINE FOR CLARIFICATION REQUESTS: **3:00 PM on February 19, 2016**
Reference Bid Article A.07

BID OPENING TIME AND DATE DUE: **3:00 PM on February 24, 2016**

FOR INFORMATION CONTACT:

George Earnest CPPB, Buyer
(941) 749-3044
george.earnest@mymanatee.org
Manatee County Financial Management Department
Purchasing Division

AUTHORIZED FOR RELEASE: DWW

SECTION A
INFORMATION TO BIDDERS

A.01 OPENING LOCATION

Sealed bids will be **publicly opened** at the **Manatee County Purchasing 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 Purchasing Division** for receipt on or before the stated time and date. Bidder shall be solely and strictly responsible for its timely delivery to the Purchasing 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 #IFB 16-1234GE"** 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 Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205
Sealed Bid #IFB 16-1234GE

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 vendor shall prevail. The vendor 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 Purchasing 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 Purchasing 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 Purchasing 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 Purchasing Division. County shall not be responsible for oral interpretations given by any County employee, representative, or others.

3:00 PM on February 8, 2016 shall be the deadline to submit to the Purchasing 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 Purchasing Division's web page at <http://www.myanatee.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 Purchasing 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 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 Purchasing 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 agreement 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.11 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.12 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 Purchasing 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 an agreement 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 Purchasing Official.

A.13 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.14 BID EXPENSES

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

A.15 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.16 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 agreement. Any involvement with the Manatee County Purchasing Division shall be in accordance with the Manatee County Purchasing Ordinance as amended.

A.17 SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of \$1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

A.18 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 agreement, 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 agreement to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure the resulting agreement upon an agreement 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.19 CODE OF ETHICS

With respect to this bid, if any bidder violates, directly or indirectly, the ethics provisions of the Manatee County Procurement Code 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.20 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 an agreement 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 Purchasing 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 Purchasing 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.21 CONTRACT

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

A.22 TERMINATION OF CONTRACT

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

A.23 PURCHASING 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 agreement of the vendor, 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.24 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.25 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 successful 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.26 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.27 DELIVERY

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

A.28 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 agreement and shall constitute grounds for County's immediate termination of the resulting agreement.

A.29 ROYALTIES AND PATENTS

The successful bidder shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services being furnished. Successful 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.30 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.31 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.32 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.33 SUBCONTRACTORS

The successful 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 successful 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 successful 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 successful bidder to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the successful 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 successful 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 successful bidder to submit an acceptable substitute without an increase in contract sum or contract time.

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

The successful 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.34 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this IFB become public records, and shall be subject to public disclosure requirements pursuant to Florida Statute, 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 review or analysis of the bid shall be conducted at the public bid opening.

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

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

In any agreement entered into by the County wherein the successful bidder is acting on behalf of the County, the successful bidder is required to comply with Florida Statute, Section 119.0701 which requires keeping, maintaining and disclosing public records.

A.35 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 agreements:

1. Purchases or agreements 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 Purchasing 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.36 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 Purchasing 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.37 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.38 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 vendors via credit cards.

The Clerk of the Circuit Court will issue a unique credit card number to vendor after goods are delivered or services rendered, vendors submit invoices to the remit to address on the purchase order. When payments are authorized, an email notification is sent to the vendor. The email notification includes the invoice number(s), invoice date(s), and amount of payment. There is no cost for vendors 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.39 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 vendor 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.40 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.41 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

BASIS OF AWARD**B.01 BASIS OF AWARD**

Award shall be to the responsive, responsible bidder meeting specifications and having the lowest Total Bid Price. To be considered responsive, all Groups and all items within a Group must be bid and not in such a manner as to create an Unbalanced Bid. Bid Prices shall include costs for furnishing all labor, equipment and/or materials for the completion of the Work in accordance with all specifications and requirements as listed herein.

In evaluating bids, the County shall consider the qualifications of the bidders; and if required, may also consider the qualifications of any subcontractors, suppliers, and other persons products proposed. The County reserves the right to make multiple awards if, in the County's sole judgment, it is in the County's best interest to do so.

Whenever two or more bids are equal with respect to price, quality and service, the bid received from a local business shall be given preference in award. Whenever two or more bids which are equal with respect to price, quality and service are received, and both bids and neither of these bids are received from a local business, the award shall be determined by a chance drawing conducted by the Purchasing Division and open to the public.

Local business is defined as a business duly licensed and authorized to engage in the sale of goods and/or services to be procured, which has a place of business in Manatee County with full time employees at that location.

END OF SECTION B

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

C.01 CONTRACT FORMS

The agreement resulting from the acceptance of a bid shall be in the form of a Purchase Order.

C.02 ASSIGNMENT OF CONTRACT

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of his right, title, or interest therein, or his power to execute such Contract, or to assign any monies due or to become due there under to any other person, firm or corporation unless first obtaining the written consent of the County. The giving of such consent to a particular subcontractor assignment shall not dispense with the necessity of such consent to any further or other assignment.

Subcontractors shall be bound by the terms and conditions of this contract insofar as it applies to their Work, but this shall not relieve the prime contractor from the full responsibility of the County for the proper completion of all Work to be executed under this contract. No subcontracting will be allowed without the prior written approval of the County.

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

C.03 BLANKET PURCHASE ORDERS (if applicable)

Blanket Purchase Order(s) may be issued as a result of this quote. For each service segment (month, quarter, or year) a Release Order will be issued carrying the funds for that service segment. A Blanket Purchase Order number, when accompanied by a valid Release Order number provided by an authorized County department, will authorize purchases.

Each invoice must indicate the Blanket Purchase Order number followed by a valid Release Order number. The Contractor is not authorized to proceed with, and will not be compensated for, any work that is not authorized by a valid Release Order Number issued by the County's Representative.

C.04 RENEWALS

If not cancelled by the Contractor or the County, this term agreement may be renewed beyond the first 12-month contract period for two (2) additional twelve (12) month optional periods providing there are no changes of prices, terms or conditions. The total contract period shall not exceed three (3) years unless agreed to by the County and the Contractor. Any extension beyond the expiration shall be by mutual consent and abide by the terms, conditions and specifications at the time of expiration. The contract period begins with the issue and acceptance of the Blanket Purchase Order. Written notice of intention not to renew or to request a pricing adjustment must be submitted by the Contractor 90 days prior to the end of the contract period.

C.04 RENEWALS (continued)

Should the Contractor choose not to renew the quote, the County reserves the right to terminate the Contract with that Contractor and select the next qualified quoter or solicit a new Request for Quote. In addition, pricing adjustments shall only be considered during this 90 period prior to the contract anniversary.

C.05 PAYMENT

Within 45 days after tire and rim removal services have been completed, accepted by the County and the vendor has presented the County with an invoice, the County shall pay the total amount due. Payment invoices must indicate the Purchase Order number.

Invoices must be received by the County prior to the 15th of the month following collection of the waste tires based on the tonnage recorded on the County scales from the first day of the collection month through the last day of the collection month. The monthly payment request shall be based on, and match, those weights originally documented at the Landfill at the time of collection.

C.06 QUALIFICATIONS OF BIDDERS

In order to select responsible and experienced contractors, bidders (the Company supplying the bid) shall have a minimum of three (3) years of experience in similar street sweeping contracts. Bidders shall list all such information on the Contractor's Questionnaire & Reference Form provided herein.

C.07 WARRANTY AND GUARANTEE PROVISIONS

All work, materials, and equipment furnished as defined herein shall be guaranteed and warranted by the contractor for a minimum period of three (3) years, unless otherwise specified, from final acceptance by the County to be free from defects due either to faulty materials or equipment or faulty workmanship.

All materials, equipment, and workmanship furnished and installed by the contractor is warranted and guaranteed by the contractor to be such as to meet the specifications herein and to accomplish the purposes and functions implied and expected for this type of service.

The County shall, following discovery thereof, promptly give written notice to the contractor of faulty materials, equipment, or workmanship within the period of the guarantee and the contractor shall promptly replace any part of the faulty equipment, material, or workmanship at his own cost.

These warranty and guarantee provisions create no limitations on the County as to any claims or actions for breach of guaranty or breach of warranty that the County might have against parties other than the contractor, and do not constitute exclusive remedies of the County against the contractor.

C.08 REGULATIONS

It shall be the responsibility of the bidder to assure compliance with any OSHA, EPA, FDOT, FTA or other federal or state of Florida rules, regulations or other requirements, as each may apply.

C.09 CANCELLATION

Any failure of the contractor to furnish or perform the Work (including, but not limited to, commencement of the Work, failure to supply sufficient skilled workers or suitable materials or equipment) in accordance with the contract, the County may order the stop of the Work, or any portion thereof, until the cause for such order has been eliminated.

If the contractor persistently fails to perform the Work in accordance with the contract, the County reserves the right to terminate the contract and select the next qualified bidder or re-advertise this procurement in part or in whole. The County reserves the right to cancel all or any undelivered or unexecuted portion of this contract with or without cause.

C.10 BE GREEN

All Vendors/Bidders/Quoters/Proposers (*as applicable*) 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.** Provide detail of your organization's initiative and its ability to meet the goal of environmental sustainability.

END OF SECTION C

SECTION D: TECHNICAL SPECIFICATIONS

D.1.0 PURPOSE

1.1 To select a contractor to provide street sweeping services to Manatee County on a regularly scheduled basis in order to abate pollution by removing litter, leaves, dirt, sand and debris from designated streets and bike lanes.

1.2 This sweeping program will leave the streets with a presentable appearance and free from debris.

1.3 Scope includes day and night sweeping.

1.4 To obtain the best services while minimizing costs to the County.

D.2.0 DESCRIPTION

2.1 Time is of the essence in the operation of this contract. The Contractor shall maintain a sufficient crew of workers for full **operations, tools, material, and equipment**.

2.2 The Contractor will be responsible for the conduct, work habits, and appearance of all its employees.

2.3 Current estimated total miles of roads and/or bridges for sweeping is 235 miles.

2.3.1 Night sweeping accounts for curb miles per month, which equals 2,820 estimated curb miles annually (Bid Group 1).

2.3.2 Day sweeping accounts for curb miles per quarter, which equals 940 estimated curb miles annually (Bid Group 2).

2.4 Routine sweeping occurs on roadways with curbed medians or designated bike lanes.

2.5 Where there are sections of roadways without curbs or bike lanes, the sweeper should get as close to the edge of pavement on roadways or bike lanes without curbs as possible but not so close as to damage sweeper or grassy areas. These sections are included in the curb mile count.

2.6 Clean and remove litter, leaves, dirt, sand and debris.

2.7 One curb mile is defined as a minimum of eight feet wide and one mile long, continuous **or accumulative in areas swept**.

2.8 Streets with curbs on both sides will have double the curb miles; similarly streets with curbed medians will have quadruple the curb miles.

2.9 Areas to be swept include but are not limited to:

2.9.1 Curb and gutters.

2.9.2 Miami curbs.

- 2.9.3 Bridge decks and curbs.
- 2.9.4 Bicycle paths.
- 2.9.5 Inside and outside highway interchange ramps (with paved shoulders greater than 12" in width).
- 2.9.6 Outside and median paved shoulders.
- 2.9.7 Barrier walls.
- 2.9.8 Gore areas (when applicable).
- 2.9.9 Bi-directional lanes.
- 2.9.10 Other non-median or curbed turning lanes.

D.3.0 INVESTIGATION OF SITE

3.2 All roads are as is. This is a firm fixed price per curb mile contract.

3.3 The streets are listed and identified per Attachment D attached hereto and incorporated herein. Each street is a numbered section of roadway with start and end points. Manatee County reserves the right to add or delete locations from this list as needed.

3.3 The County may add or remove roadways as needed. As streets are added or removed by the County, a list of these streets will be provided to the Contractor to be included on the regular schedule.

3.3.1 Streets added to the sweeping cycle must be built-in to the schedule within five business days.

D.4.0 EQUIPMENT

4.1 The Contractor will furnish all equipment to perform the work satisfactorily within the time specified.

4.2 The Contractor is responsible for all costs of operating the equipment.

4.3 The Contractor will display the company name and phone number on the equipment.

4.4 All sweepers used by the Contractor will be kept in good repair and safe operating condition.

4.5 The County reserves the right to inspect the Contractor's equipment and reject the equipment for service under the County's sole judgment. This will not relieve the Contractor of their obligation to stay on schedule.

4.6 If equipment uses water:

4.6.1 It shall have a metered backflow assembly.

4.6.1.1 The proper use of a metered backflow assembly is mandatory when extracting water from fire hydrants.

4.6.1.3 The County reserves the right to inspect the Contractor's process when using the metered backflow assembly.

4.7 At no time will the street sweeping operation continue when the machine's hopper has been filled to capacity.

4.8 This work will require specialized equipment to comply with the Florida Department of Transportation (FDOT) current design standards to be found at [[http://www.dot.state.fl.us/rd design/DS/IOLI Dx/600.pdf](http://www.dot.state.fl.us/rd%20design/DS/IOLI%20Dx/600.pdf)]

4.8.1 If clarification is needed, the Contractor should refer to the most current Manual on Uniform Traffic Control Devices (MUTCD) adopted by the FDOT @ [<http://www.osha.gov/doc/highwayworkzones/mutcd/index.html>].

4.9 If the equipment uses water:

4.9.1 Provide the manufacturer's specification for water use per mile swept.

4.9.2 Proof of application, Application for Manatee County Utilities Temporary Fire Hydrant Rental Agreement,

4.10 The awarded Contractor is required to have sweepers equipped with a telemetric, GPS, or automatic vehicle locating (AVL) system or another system that reports items listed in 12.2. Any other type of system requires County approval before bid submission.

D.5.0 SAFETY-SECURITY

5.1 At a minimum, the street sweeper will have an operating flashing beacon and the shadow vehicle, when needed, will be equipped with an approved advance warning arrow panel, warning sign, and truck mounted attenuator (crash cushion system).

5.1.1 An attenuator is required if:

5.1.1.1 A roadway has four or more lanes.

5.1.1.2 The speed limit exceeds 35 mph.

5.2 Sweeper will sweep with the flow of traffic.

D.6.0 MANAGEMENT PLAN

6.1 The apparent low Bidder shall submit a management plan, at the time of award, that includes, but is not limited to, corporate structure, staff responsibilities, equipment specifications as well as make, model, and year; debris disposal, dust control, contingency plans and sweeping schedules before sweeping starts.

6.2 Every sweeping unit must have at least one employee that can effectively communicate in English with the County staff or with the public.

6.3 If an acceptable management plan is not received within 10 days from receipt of the Intent To Award notification, the apparent low Bidder may be considered non-responsible.

D.7.0 COMPLIANCE

7.1 There will be a start-up meeting after the award with the Contractor and County staff to review the County's expectations for this contract. Following the initial meeting, meetings will be scheduled, at a minimum, biweekly for the first 90 days of this contract. The frequency of these meetings may be adjusted after the initial 90 day period.

7.2 After each service is complete and ready for inspection the Contractor shall email a report to the County with the completed date, chemical usage (if applicable), and amount of debris removed.

7.3 Time is of the essence. Within ten business days from the purchase order date, the awarded Contractor will start providing services in accordance with the bid specifications and in the quantities as directed.

7.4 The awarded Contractor is required to attend regular project meetings with County staff.

7.5 The Contractor must provide any deviations to the schedule via email or phone call to the County's Contract Administrator at least 24 hours before the scheduled sweep.

D.8.0 SWEEPING/VACUUMING FREQUENCY AND TIMES

8.1 It is intended that sweeping cycles occur evenly spaced 12 times throughout the year.

8.1.1 Night sweeps (connector and collector roads)

8.1.2. 12 times annually (approximately 15 days apart)

8.1.1.2 For example, a road swept January 5 will be swept again as close to February 05 as possible.

8.1.1.3 Night sweeping will be performed between the hours of 7 p.m. and 7 a.m.

8.1.1.4 The first cycle will be completed within 40 days after issuance of the purchase order.

8.1.3 Day sweeps, 4 times annually

8.1.2.3 Day sweeping will be performed between the hours of 7 a.m. and 7 p.m.

8.1.2.1 The first cycle will be completed within 40 days after issuance of the purchase order.

8.2 Sweeping will occur between Sunday 7 p.m. and Friday 7 a.m.

8.3 Sweeping will not occur on County observed holidays.

8.4 The County reserves the right to provide additional sweeping between Contractor's cycles with County equipment. This will not alter the Contractor's schedule.

D.9.0 OBSTACLES

9.1 Obstacles in the sweeping area, such as parked vehicles, basketball goals, low hanging trees, will be swept around.

9.2 The area of that obstacle will not cause a deduction of the curb mile and considered as work completed.

9.3 The Contractor will notify the County's Contract Administrator or designee of any impediment to sweeping on the daily report.

D.10.0 REMOVAL AND DISPOSAL OF DEBRIS

10.1 Based upon the equipment manufacturer's recommendation, road hazards that cannot be picked up by the sweeper will be listed on the daily report.

10.1.1 If the hazard is such that it is dangerous to motorists or pedestrians, Contact the County's Contract Administrator during working hours.
Contact (941) 708-7497 after working hours.

10.2 The debris or road hazard items are not to be placed on private property or County right-of-way.

10.3 Debris will be disposed of by the Contractor in accordance with all Federal, State, and local laws, rules, regulations, ordinances, and guidelines in effect at the time of disposal.

10.4 Debris may be temporarily stored for no more than seven (7) days.

10.5 Costs involved with debris storage and disposal will be included in the bid price.

10.6 All weigh tickets must be provided to the County's Contract Administrator or designee.

10.6.1 Weigh tickets are a requirement of the National Pollutant Discharge Elimination System (NPDES) permit program.

10.6.2 As required by the NPDES permit program, trash must be separated from debris. Each must be identified and reported separately.

D.11.0 SPECIAL SERVICES

11.1 Should the County require out of cycle sweeping, the Contractor must provide service within 72 hours of request. Request for service will be made during normal business hours.

11.2 The County reserves the right to require unscheduled services by the hour. Therefore, if an hourly price is not provided on the Bid Form the Contractor will be deemed non-responsive.

11.3 The County reserves the right to self-perform for out of cycle sweeping, including special events or emergency calls.

D.12.0 REPORTS

12.1 The awarded Contractor will provide the County's Contract Administrator (CCA), who is the Public Works Field Maintenance Division Manager or his designee, by email, a daily written report of the sweeping completed from the previous day and/or night sweeping by 10 a.m. These reports shall be in a format acceptable to the County.

12.2 The awarded Contractor is required to demonstrate a reporting system that provides at least:

- 12.2.1 The sites swept,
- 12.2.2 The sweeper speed,
- 12.2.3 The date and time of operation,
- 12.2.4 When the brooms are down and operating,
- 12.2.5 When vacuum is engaged,
- 12.2.6 When water system is operating,
- 12.2.7 When debris tank is full,
- 12.2.8 Where and when the debris tank is emptied,

12.3 If the awarded Contractor's equipment uses water, a copy of the water usage bill must be provided by the fifth of the month for the previous month to the County's Contract Administrator or designee.

12.4 Weigh tickets are due the fifth of the month following sweeping.

- 12.4.1 For example, roads swept from January 1 to January 31, the water usage bill and weigh tickets must be received by February 5.

12.5 No invoice will be paid until the water usage bill and/or weigh tickets are submitted.

D.13.0 METHOD OF MEASUREMENT

13.1 The quantities to be paid for under the resulting agreement will be the total of all miles satisfactorily completed within a month.

13.2 The width will be sufficient to cover the entire width of curb and gutters, Miami gutters, bridge deck, curbs, bicycle and turning lanes, inside and outside highway interchange ramps (with paved shoulders greater than 12" width), outside and median paved shoulders, barrier walls, gore areas, decorative stamped concrete or asphalt, pavers, and other designated sites.

13.3 For any area requiring more than one sweeping pass to remove the debris, the Contractor will not be compensated for more than one pass.

13.4 The County's visual standard means no sand trails, dirt or leaf piles, or litter remain after sweeping.

D.14.0 QUALITY

14.1 Services must be accomplished by using professional methods in compliance with the standards of the trade.

14.2 The street sweeper is to operate at the manufacturer's recommended speed for sweeping.

14.3 Intersections, all curbed areas of medians, turning lanes, bullnoses and cul-de-sac areas may require additional passes outside of the normal eight feet wide measure to remove debris thoroughly.

14.4 Areas determined unsatisfactory by the County will be swept again to County specifications within three (3) business days from notification of deficiency at no extra cost to the County.

14.5 Deficiencies that occur during the night sweeping must be corrected during the night time sweep hours; deficiencies that occur during the day sweeping must be corrected during the day sweeping hours.

14.6 The County will inspect each location to determine if the work has been satisfactorily completed according to the contract specifications. The County will identify those locations deemed deficient based upon photo-documentation and an inspection report. The County will notify the Contractor of any deficient sites.

14.7 The County reserves the right to withhold payment by giving written notice in the form of an inspection report listing maintenance activity deficiencies, which must be corrected within three (3) business days of the deficiencies being reported to the Contractor, unless there are extenuating circumstances.

14.7.1 Extenuating circumstances will mean conditions or events beyond a reasonable and foreseeable control of the Contractor, to include Force Majeure.

14.7.2 Equipment shortages and lack of personnel will not be accepted as extenuating circumstances.

14.8 Cumulative uncorrected deficiencies may result in termination of this agreement. Cumulative uncorrected deficiencies will mean **three (3) or more instances** of recorded uncorrected deficiencies **which exist for three (3)** or more business days within a one (1) month period. If three (3) or more unresolved deficiencies occur within a month, a Cure Meeting will be scheduled to resolve deficiencies.

14.9 For each street where a deficiency is reported to the Contractor a re-inspection fee will be charged against the monthly billing for that site. The re-inspection fee will be calculated by multiplying the curb mile cost times the street miles times the multiplier of 1.5.

14.9.1 For example, if the curb mile cost is \$20 and the street consists of 10 miles, the re-inspection fee will be \$300. ($\$20.00 \times 10 \text{ miles} = \$200 \times 1.5 = \$300$),

14.9.2 However, in no event will the re-inspection fee for any site be less than \$200. (If the above calculation yields a number less than \$200, then \$200 will be charged.)

14.9.3 For each cycle where daily site, monthly debris or water reports, or damage notification are not received by the time specified, the Contractor will be considered deficient and a \$200 assessment for each item will be deducted from the monthly billing for each.

14.9.3.1 For example, a daily report received after noon the next day or a monthly report received on the sixth or later of the following month would be late and would be deficient.

D.15.0 SUPERVISION AND INSPECTION

15.1 The County will visit completed sites reported to the CCA, within two working days of receipt of the Contractor's emailed report.

15.2 Inspections assure that the schedules and performances are in accordance with all bid **requirements**.

15.3 If any road or section of road does not meet County quality standards, as per this specification, the CCA will notify the Contractor via email.

15.4 Inspection reports with deficiencies will include a description of the deficiency and location to be corrected.

D.16.0 CONCERNS

16.1 Concerns received by the County

16.1.1 After inspection the CCA will send an email to the Contractor with a requested resolution.

16.1.2 The Contractor will reply to all requests received by 2 p.m. by the close of the business day; requests received after 2 p.m. will be responded to by 10 a.m. the next business day.

16.2 Concerns received by the Contractor directly from a citizen or visitor whether by phone, email, or in person:

16.2.1 The Contractor will include on the daily report to the County any concerns brought directly to them by the next business day after receiving the concern, including contact information.

D.17.0 DAMAGE TO COUNTY OR PRIVATE PROPERTY

17.1 Equipment that damages pavement, curb or turf will not be allowed.

17.2 Any damage to County or private property caused by the Contractor must be reported to County Risk Management (941) 745-3750 and the CCA by the close of business the day the damage occurs. If damage occurs after 5 p.m., notification must take place by 10 a.m. the first business day after damage occurs.

17.3 Damages as a result of the Contractor's operation will be repaired at no cost to the County within ten (10) business days.

17.4 If the County supplies a key for access to County disposal sites, and that key needs to be replaced due to negligence during the contract period, the cost for replacement (including staff time) will be deducted from the monthly invoice.

D.18.0 Final Payment

19.1 All keys/access cards issued to the successful Contractor must be returned at the end of the contract.

19.2 Final payment will not be made until all key/access cards issued are returned, or replaced as per Section D.17.4.

END OF SECTION D

ATTACHMENT A
CONTRACTOR'S QUESTIONNAIRE

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED IN TRIPLICATE WITH YOUR BID.

The Bidder warrants the truth and accuracy of all statements and answers herein contained.

1. COMPANY NAME: _____

STATE of INCORPORATION _____

2. The successful bidder must have three (3) years experience under this company name providing similar commercial street sweeping to be considered for award.

How many years experience does your firm have? _____

3. List any notice of violations, formal notices of regulatory non-compliance, safety violations and accidents resulting in a Worker's Compensation claim.

4. Have you ever failed to complete work awarded to you or has a contract been cancelled by the other party within the past three (3) years? If so, state when, where (Contact name, address, phone number) and why?

ATTACHMENT A
CONTRACTOR'S REFERENCES

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED IN TRIPLICATE

5. Three current references for similar services.

A. CUSTOMER NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE NO: _____ SERVICE PERIOD: _____

SERVICE
DETAILS: _____

B. CUSTOMER NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE NO: _____ SERVICE PERIOD: _____

SERVICE DETAILS: _____

C. CUSTOMER NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE NO: _____ SERVICE PERIOD: _____

SERVICE DETAILS: _____

Company Name: _____

ATTACHMENT B
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION
SWORN STATEMENT PURSUANT TO ARTICLE V,
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? _____
 (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.

(Cont'd.)

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 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 _____, 201__ by _____

Personally known _____ OR Produced identification [Type of identification]

My commission expires _____
Notary Public Signature

[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 "C" Insurance and Bonding Requirements

The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in the Insurance and Bonding attachment of this solicitation. The Vendor shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work. The awarded Contractor shall show proof of coverage for all owned and non-owned vehicles while in the Contractor's possession.

The County and the Vendor waive against each other and the County's separate Vendors, Contractors, Design Consultant, 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 Vendor and County shall, where appropriate, require similar waivers of subrogation from the County's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

Manatee County shall be responsible for purchasing and maintaining its own liability insurance.

Certificates issued as a result of the award of this solicitation must identify "For any and all work performed on behalf of Manatee County."

The General Liability and Automobile Liability Policies provided by Vendor to meet the requirements of this solicitation shall name Manatee County, Florida, as an additional insured as to the operations of Vendor under this solicitation and shall contain a severability of interests provisions.

Manatee County Board of County Commissioners shall be named as the Certificate Holder. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Manatee County. The "Certificate Holder" should read as follows:

Manatee County
Board of County Commissioners
Bradenton, Florida

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in Insurance and Bonding attachment, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor 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 Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the scope of work by the County or as specified in this solicitation, whichever is longer.

The Vendor and/or its insurance carrier shall provide 30 days written notice to the County of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor. The Vendor shall also notify the County, 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 Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Vendor hereunder, Vendor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the County and Vendor. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the County 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.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the County renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate any and all contracts.

Insurance and Bonding Requirements Worksheet (to be signed and submitted with bid)

Insurance / Bond Type	Required Limits
1. <input checked="" type="checkbox"/> Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements
2. <input checked="" type="checkbox"/> Employer's Liability	\$1,000,000 single limit per occurrence
3. <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, \$1,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability. County additionally insured.
4. <input checked="" type="checkbox"/> Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless Manatee County, its officers and employees from and against all claims, suits, actions, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees; caused or contributed to by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.
4. <input checked="" type="checkbox"/> Automobile Liability	\$ 1,000,000 Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included. County additionally insured.
5. <input type="checkbox"/> Other insurance as noted:	<input type="checkbox"/> Watercraft \$ _____ Per Occurrence <input type="checkbox"/> United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work. <input type="checkbox"/> Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. <input type="checkbox"/> Aircraft Liability 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 type="checkbox"/> Pollution \$ _____ Per Occurrence <input type="checkbox"/> Professional Liability \$ _____ per claim and in the aggregate <ul style="list-style-type: none"> • \$1,000,000 per claim and in the aggregate • \$2,000,000 per claim and in the aggregate <input type="checkbox"/> Project Professional Liability \$ _____ Per Occurrence <input type="checkbox"/> Valuable Papers Insurance \$ _____ Per Occurrence

6. ☐ Bid bond Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the County Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Manatee County Board of County Commissioners on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.
7. ☐ Performance and Payment Bonds For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
8. ☒ Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide County with certificates of insurance meeting the required insurance provisions.
9. ☒ Manatee County must be named as **"ADDITIONAL INSURED"** on the Insurance Certificate for Commercial General Liability where required.
10. ☒ The Certificate Holder shall be named as Manatee County Board of County Commissioners, OR, Board of County Commissioners in Manatee County, OR Manatee County Government, OR Manatee County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Manatee County.
- ☒ **Thirty (30) Days Cancellation Notice** required.

Vendor's Insurance Statement

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of this solicitation.

Name of Firm _____ Date _____

Vendor Signature _____

Print Name _____

Insurance Agency _____

Agent Name _____ Telephone Number _____

ATTACHMENT D
IFB #16-1234-GE
STREET SWEEPING
STREET LIST

	A	B	C	D	E	F	G	H	I	J	K
				MILES X 2 MEDIAN	MILES X 2 BIKE LN	ZONE	CURBED MILES x2 = TOTAL		Total Median Miles	Total Lane Miles	Total Overall Miles
1	STREET	FROM	TO								
2	90TH AVE E	MENDOZA RD/37TH ST E	18TH ST E	0.26	0	4	1.1	NC	0.22	2.8	3.02
3	69TH ST E MEDIAN	US 41	SYSCO ENTRANCE	0.5	0	4	0.14	NC	0.88	2.2	3.08
4	69TH ST W	RIVERVIEW BLVD	MANATEE AVE	0.01	0	7	0.88	WC	0.1	1.74	1.84
5	75TH ST W	MANATEE AVE	DESOTO LANDING	0.01	0	7	2.1 NO CURB	WC	0.22	4.5	4.72
6	17TH AVE NW	75TH ST NW	93RD ST NW	0	0	7	1.41	WC		2.26	2.26
7	9TH AVE NW	75TH ST NW	88TH ST NW	0	Y	7	0.75	WC		1.68	1.68
8	75TH ST W	MANATEE AVE W	CORTEZ RD W	1.2	Y	8	3.3	WC	2.22	4.82	6.84
9	75TH ST W	CORTEZ RD	53RD AVE W (MEDIAN/CIRCLE)	1	Y	8	1.4	WC	1.9	0.34	2.24
10	59TH ST W	CORTEZ RD	END OF CURB	0.02	0	8	0.05	WC	0.23	0.88	0.91
11	59TH ST W	40TH AVE W	MANATEE AVE (CURBED AREA)	0.03	0	8	0.3	WC	0.4	1.32	1.72
12	51ST ST W	MANATEE AVE	17TH AVE W	0	0	8	0.7	WC		1.5	1.5
13	9TH AVE W & CIR	51ST ST W	43RD ST W	0	0	8	0.51	WC	0.02	1	1.02
14	43RD ST W (CURBED AREAS)	MANATEE AVE	17TH AVE W	0	0	8	0.48	WC		0.82	0.82
15	9TH AVE W	43RD ST W	35TH ST W	0	0	8	0.42	WC		0.85	0.85
16	21ST AVE W	43RD ST W	59TH ST W	0	0	8	0.97	WC		2.02	2.02
17	51ST ST W	53RD AVE W	CORTEZ RD	0	0	8	0.43	WC	0.09	2.01	2.1
18	43RD ST W	CORTEZ RD	53RD AVE W	0	0	8	1	WC	0.09	2.12	2.21
19	34TH ST W	CORTEZ RD	53RD AV W	0.04	Y	8	2.15	WC	0.22	2.01	2.23
20	63RD AVE W	43RD ST W	US 41 (14TH ST W)	2	0	8	0.7	WC	1.19	3.93	5.12
21	26TH ST W	CORTEZ RD	53RD AVE W	0.02	0	8	1.1	WC	0.16	1.86	2.02
22	26TH ST W	CORTEZ RD	MANATEE AVE W	0	0	8	3.32	WC		4.86	4.86
23	6TH ST W	26TH AVE W	CORTEZ RD	0.03	0	8	1.1	WC	0.04	2.3	2.34
24	301 BLVD	9TH ST W	1ST ST W	0.72	Y	9	0.72	WC	0.83	1.17	2
25	26TH AVE W	15TH ST W	1ST ST	0	0	9	0.72	WC		1.1	1.1
26	9TH ST E	36TH AVE DR E	MANATEE AVE E	0.04	0	9	1.88	WC		2.7	2.7
27	9TH ST E	53RD AVE E	301 BLVD E	0.54	0	9	0.88	WC	0.99	1.75	2.74
28	6TH ST W	53RD AVE W	CORTEZ RD	0	0	9	0.93	WC		1.87	1.87
29	ORLANDO AVE	5TH ST W	US 41	0	Y	9	0.4	WC		1.01	1.01
30	60TH AVE	US 41	28TH ST W	0	0	9	0.72	WC	0.02	1.57	1.59
31	26TH ST W	60TH AVE W	53RD AVE W	0	0	9	0.83	WC		1.85	1.85
32	BAYSHORE GARDENS PKWY MEDIAN	US 41	34TH ST W	1.16	0	9	1.2	WC	1.63		1.93
33	34TH ST W & MEDIANS	BAYSHORE GARDENS PKWY	53RD AVE W	1.2	Y	9	1.2	WC	2.18	2.53	4.71
34	EL CONQUISTADOR PKWY	34TH ST W	END OF PHASE I	1.04	0	9	1.04	WC	5.58	6.46	12.04
35											
36	STREET	FROM	TO	MILES X 2 MEDIAN	MILES X 2 BIKE LN	ZONE	CURBED MILES x2 EXCEPT WHERE*				
37	FLORIDA BLVD	US 41	34TH ST W	0	0	9	0.68	WC		2.82	2.82
38	20TH ST W	BAYSHORE REC CENTER	60TH AVE W	0	0	9	1.27	WC		2.22	2.22
39	PENNSYLVANIA AVE (CURBED AREAS)	WHITFIELD AVE	TALLEVAST RD	0	0	10	0.85	WC		1.39	1.39
40	WHITFIELD AVE	16TH ST E	US 41	0	0.86	10	1.77 CURB ONLY	WC		3.55	3.55
41	63RD AVE E & MEDIANS	9TH ST E	US 301	0.06	0	10	0.99	WC	0.93	2.9	3.83
42	63RD AVE & MEIDANS	9TH ST E	BAYSHORE GARDENS PKWY	1	0	10	1.1	WC	1.73	2.26	3.99
43	9TH ST E (CURBED AREAS)	63RD AVE E	57TH AVE E	0	0	10	0.87	WC		0.84	0.84
44	67TH AVE E	9TH ST E	15TH ST E	0	0	10	0.67	WC		1	1
45	67TH AVE E	9TH ST E	US 41	0.08	0	10	1.28	WC	0.31	2.64	2.85
46	9TH ST E	63RD AVE E	15TH ST E	0	0	10	0.25	WC		1.49	1.49
47	TALLEVAST RD	RAILROAD TRACKS	WHITFIELD AVE	0	0	10	1.61	WC		3.45	3.45
48	TALLEVAST RD	US 301	US 41	0	Y	11	1.89	WC	0.4	3.28	3.68
49	27TH ST E	13TH AVE E	LOCKWOOD RIDGE RD	0.18	Y	11	1.69	WC			
50	45TH ST E	SR 70	28TH AVE E	0	0	12	0.7	WC		1.5	1.5
51	45TH ST E	SR 70	28TH AVE E	0	0	13	2.1	WC		4.18	4.18
52	45TH ST E LOCKWOOD RIDGE RD	SR 70	WHITFIELD AVE	2.21	0	13	2.21	WC	3.28	3.63	8.11
53	LOCKWOOD RIDGE RD	WHITFIELD AVE	UNIVERSITY PKWY	?	Y	13	?	WC	3.5	4	7.5
54	63RD AVE E (+ MEDIAN)	LOCKWOOD RIDGE RD	TUTTLE	0.5	0	13	0.5	WC	0.7	1	1.7
55	WHITFIELD AVE	LOCKWOOD RIDGE RD	PROSPECT RD	0	Y	13	0.83	WC	0.96	1.93	2.59
56	WHITFIELD AVE	LOCKWOOD RIDGE RD	UNIVERSITY PKWY	0	2.8	13	15 CURB ONLY	WC	0.08	0.25	0.33
57	WHITFIELD AVE	LOCKWOOD RIDGE RD	UNIVERSITY PKWY	0	Y	13	0.6	WC		1.31	1.31
58	TUTTLE	WHITFIELD AVE	63RD AVE E	0	Y	13	0.6	WC		1.31	1.31
59	OLD FARM RD & MEDIAN	WHITFIELD AVE	HONORE AVE	0.69	Y	13	0.69	WC	1.26	1.47	2.73
60	HONORE AVE	UNIVERSITY PKWY	LOCKWOOD RIDGE RD	3.24	4.8	13	3.7 CURB ONLY	WC	3.04	8.05	9.09
61	CARUSO RD NORTH OF SR 70	SR 70	END OF CURB	0.26	Y	13	0.26	EC	0.88	1.09	1.85
62	CARUSO RD	SR 70	BRADEN RIVER RD	0	0	13	0.33	EC		0.72	0.72
63	TARA BLVD	LINGER LODGE RD	SR 70	0.8	0.8	13	1.82	EC	1.23	3.52	4.75
64	CREEKWOOD BLVD	SR 70	44TH AVE E	0.18	0	13	1.02	EC	0.31	3.95	4.26
65	RIVERCLUB BLVD & MEDIANS	CLUBHOUSE DR	LAKEWOOD RANCH BLVD	1.24	Y	14	1.8	EC	1.32	4.35	5.67
66	LAKEWOOD RANCH BLVD	SR 70	UNIVERSITY PKWY	4.5	Y	14	4.5	EC	8.77	6.86	3.55
67	LAKEWOOD RANCH BLVD	SR 70	SR 64	6.1	Y	14	3.81	EC	6.81	7.64	14.45
68	LORRAINE RD	SR 70	UNIVERSITY PKWY	3.1	3.1	14	1.57 CURB ONLY	EC	5.92	6.35	12.27
69	UNIVERSITY PKWY	US 301	LAKEWOOD RANCH BLVD	0	5.83	14	?	WC	11.44	3.84	15.08
70	17TH ST E	2ND AVE W	CANAL RD E	0.4			1.05	NC	0.97	1.94	2.91
71	28TH ST CT E	CANAL RD E	24TH AVE E	0			0.5	NC		1.01	1.01
72	44TH AVE E	LAKEWOOD RANCH	END OF PHASE I	0			1	EC		2.04	2.04
73	EL CONQUISTADOR PKWY	34TH ST W	75TH ST CIRCLE	1.4			2.1	WC	2.29	6.27	8.56
74	FORT HAMER RD	US 301	56TH ST E	0			0.25	NC		0.27	0.27
75	9TH ST E (CURBED AREAS)	57TH AVE E	SR 70	0.51			1.8		0.38	1.01	1.37
76											
77	TOTAL Zone 16			26.43	17.79		71.27		73.98	172.37	235.45
78											