

MANATEE COUNTY FLORIDA

INVITATION FOR BIDS IFB #09-0310BS HEAVY EQUIPMENT RENTAL

Manatee County, a political subdivision of the State of Florida, (hereinafter "Manatee County" or the "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.

INFORMATION CONFERENCE: In order to insure that all prospective bidders have sufficient information and understanding of the County's needs, an information conference will be held, **Wednesday, March 18, 2009 @ 11:00am** at the Manatee County Administrative Center, Purchasing Division, 1112 Manatee Avenue West, **Suite 803**, Bradenton, Florida 34205. All interested bidders are encouraged to attend.

Deadline for Clarification Requests: Wednesday March 25, 2009
Reference Article A.03 of this Invitation for Bid.

TIME AND DATE DUE: Tuesday, March 31, 2009 @ 2:00pm

TABLE OF CONTENTS:

A.	Information to Bidders	Pages 2 - 8
B.	General Terms & Conditions	Pages 9 - 10
C.	Specific Terms & Conditions	Pages 11 - 15
D.	Basis of Award	Page 16
E.	Bid Form	Pages 17 - 35
	Drug Free Work Place Form	Attachment B
	Public Contracting and Environmental Crimes Cert	Attachment C
	Statement of No Bid	Attachment D

Important Note: A prohibition of Lobbying has been enacted. Please review paragraph A.20 carefully to avoid violation and possible sanctions.

FOR INFORMATION CONTACT: Bonnie Sietman

Telephone 941.749.3046 Fax 941.749.3034

bonnie.sietman@mymanatee.org

AUTHORIZED TO RELEASE



INFORMATION TO BIDDERS

A.01 OPENING LOCATION

These bids will be publicly opened in the Manatee County Purchasing Office, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205 in the presence of County officials at the time and date stated. All bidders or their representatives are invited to be present.

A.02 BID INFORMATION AND BID 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.

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

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.

A.03 DEADLINE FOR CLARIFICATION REQUESTS

For this Invitation for Bid, **March 25, 2009** shall be the deadline to submit all inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the invitation for Bids or the Request For Proposals to the Manatee County Purchasing Office.

The deadline has been established to maintain fair treatment for all potential bidders, while maintaining the expedited nature of the Economic Stimulus that the contracting of the work may achieve.

A.04 BID FORM DELIVERY REQUIREMENTS

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 Office for receipt on or before the stated time and date. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Office. Bids 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 bidder's request and expense. Telegraphic bids and/or facsimile bids will not be considered.

A.05 CLARIFICATION & ADDENDA

Each bidder shall examine all Invitation for Bids 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 Invitation for Bids shall be made 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 Bid, the County will broadcast the Addenda on the DemandStar distribution system to "Planholders" on this web service, and post the documents on the Purchasing Division's web page at <http://www.mymanatee.org> which may be accessed by clicking on the "Purchasing" button on the left side of the screen and then clicking on the "Bids and Proposals" button. It shall be the responsibility of each bidder, prior to submitting their bid, to contact Manatee County Purchasing (see contact on front page) to determine if addenda were issued and to make such addenda a part of their bid. Bidders must fully comply with the Bid Contract Documents, terms and conditions.

A.06 SEALED & MARKED

One original and two copies of your signed bid shall be submitted in one sealed package, clearly marked on the outside "**Sealed Bid # 09-0310BS – Heavy Equipment Rental**" with your company name and addressed to:

Manatee County Purchasing Office
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205

A.07 LEGAL NAME

Bids shall clearly indicate the legal name, address and telephone number of the bidder. Bids shall be signed above the typed or printed name and title of the signer. The signer must have the authority to bind the bidder to the submitted bid.

A.08 BID EXPENSES

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

A.09 IRREVOCABLE OFFER

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

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 bids 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 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Also, the 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 the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County. For each item or 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 conforms closest to or most exceeds the quality of goods and/or services set forth in the attached specifications or otherwise required by the County, and who is fit and capable to perform the bid as made.

To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the Invitation for Bids.

To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to deliver the goods or service requested. Information the 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.12 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 Manatee County shall be in accordance with Manatee County Purchasing Code Ordinance 08-43 as amended. An 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 bid. 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.13 CODE OF ETHICS

With respect to this bid, if any bid violates or any bidder is a party to a violation of the Code of Ethics of Manatee County Purchasing Code Ordinance 08-43, Article 3, Ethics in Public Contracting, and/or Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for Manatee County.

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

A.14 COLLUSION

By offering a submission to this Invitation for Bids, the bidder certifies that the bidder has not divulged, discussed or compared their bid with other bidders, 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 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 or a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by bidder for purpose of doing business;

A.15 BID FORMS

Bids must be submitted on attached County forms, although additional pages may be attached. **Bidders must fully comply with all bid specifications, terms and conditions.** Failure to comply shall result in contract default, whereupon, the defaulting vendor shall be required to pay for any and all procurement costs, damages, and attorney fees as incurred by the County.

A.16 DISCOUNTS

Any and all discounts must be incorporated in the prices contained in the bid; and not shown separately. The prices as shown on the bid form shall be the price used in determining award(s).

A.17 TAXES

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

A.18 MATHEMATICAL ERRORS

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. All bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

A.19 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work covered by this contract shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the specifications, 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.20 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 accommodations for an **Information Conference** or **Bid Opening** should contact the person named on the first page of this Bid document at least twenty four (24) hours in advance of either activity.

A.21 LOBBYING

After the issuance of any Request For Proposals or Invitation 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 Director 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 Purchasing code.

The County reserves the right to amend or to add to the names listed as persons to contact. All amendments or additions to the names listed as persons to contact shall be issued by the Purchasing Office, in writing.

A.22 DRUG FREE WORK PLACE

The Manatee County Board of County Commissioners adopted a policy regarding Bidders maintaining a Drug Free Work Place, prohibiting the award of bids to any person or entity that has not submitted written certification to the County that it has complied with those requirements [Reference Resolution R-93-22, Manatee County Purchasing Policies, Section 4, E (1) (a)]. A Drug Free Work Place Certification Form is attached to this bid for this purpose.

A.23 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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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.24 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

In accordance with Manatee County Purchasing Ordinance 08-43, Article 5, the 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 to this bid for this purpose.

A.25 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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 vendors that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

NOTE: ANY OR ALL STATEMENTS CONTAINED IN THE FOLLOWING SECTIONS: GENERAL TERMS AND CONDITIONS, SPECIFIC TERMS AND CONDITIONS, SPECIFICATIONS OR BASIS OF AWARD, WHICH VARY FROM THE INFORMATION TO BIDDERS, SHALL HAVE PRECEDENCE.

GENERAL TERMS AND CONDITIONS

B.01 CONTRACT FORMS

Any agreement, contract, or Purchase Order resulting from the acceptance of a bid shall be made by a purchase order and be bound by the terms and conditions herein.

B.02 AUTHORIZED PRODUCT REPRESENTATION

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

B.03 QUALITY GUARANTEE

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

B.04 ROYALTIES AND PATENTS

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

B.05 INDEMNIFICATION

The successful vendor covenants and agrees to indemnify and save harmless the County, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the County, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.

B.06 REGULATIONS

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

B.07 MANUALS, SCHEMATICS, HANDBOOKS

All manuals, schematics and handbooks shall be provided which are applicable to the equipment delivered. An operators manual, parts manual and technician manual must also be provided. Parts lists (manuals) must include OEM part numbers for items not manufactured by the bidder. Vendor shall furnish two (2) copies of each publication.

SPECIFIC TERMS & CONDITIONS

C.01 PURPOSE

It is the intent of the County of Manatee to rent HEAVY EQUIPMENT on an as required basis, to consist of various types of heavy equipment associated with diverse projects throughout the County with and without operators. It is the specific purpose of this bid to establish an annual contract for the required equipment and to secure the cost and availability of the equipment for procurement.

C.02 BLANKET ORDER

Blanket Purchase Order(s) shall be issued as a result of this bid. A Blanket Purchase Order number, when accompanied by a valid Release Order number provided by an authorized County department, will authorize purchases on an **"as required"** basis.

A master agreement with subsequent individual orders shall be used, therefore for payment; each invoice must indicate the Blanket Purchase Order number followed by a valid Release Order number. The vendor 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.

Quantities of purchases will vary depending on the authorized budget of each authorized County department. Bid items, package size, and unit prices shall be as itemized on the attachment to the Blanket Purchase Order. Make no shipments until a valid release order is provided.

C.03 QUANTITIES

Exact quantities of service to be procured under this contract cannot be determined at this time. Orders will be issued on an "as required basis"; this may include all or part of the items specified on the bid forms.

C.04 DELIVERY TIME

Delivery will be between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, unless otherwise agreed to by the receiving department.

C.05 PRICES & TERM

Vendor warrants, by virtue of bidding, that any order placed within the bid period shall be in accordance with these bidding documents and shall remain firm and irrevocable for a period of one (1) year from date of award. The prices bid shall be in accordance with the BID FORM page and shall include but not be limited to the following:

C.05 PRICES & TERM (Cont'd)Option #1- Equipment Rental Only (No Operator)

The bid price shall include: Fuel, Maintenance, Lubrication, Rigging, Set-up and Dismantling, Transportation charges (from Vendor's stated place of business to County designated address and return to the Vendor's place of business), Permits (when applicable), and required Insurance. Machine shall be delivered with a full fuel tank and shall be returned with a full tank.

Option #2- Equipment Rental with Operator

The bid price shall include: Operator, Maintenance, Lubrication, Rigging, Set-up and Dismantling, Transportation charges (from Vendor's stated place of business to County designated address and return to the Vendor's place of business), Permits (when applicable), and required Insurance. Machine shall be delivered with a full fuel tank and shall be returned with a full tank. The County shall be responsible for refueling at the County's expense. The County's resources (fuel inventory) shall be used unless field conditions prohibit such use.

No additional charges may be added at the time of order unless otherwise stated in detail on the BID FORM.

All bidders have the option to bid each piece of equipment with an operator and without an operator.

Each vendor shall state on the BID FORM the minimum number of hours or days which shall constitute the minimum charge for that time period.

C.06 RENEWAL

If not cancelled by the Vendor or the County, **this contract shall be automatically extended/renewed** beyond the first 12 month contract period for two (2) additional 12 month periods not to exceed total contract duration of thirty-six (36) months providing there are no changes of prices, terms or conditions. **Written notice of intention not to renew must be submitted by the successful bidder 90 days prior to the end of a contract period.** Should any Vendor choose not to renew the bid awarded, the County reserves the right to terminate the Contract with that Vendor and select the next qualified bidder, or re-advertise for those bid items, or solicit a new Invitation for Bid for all items (including multiple bid awards).

C.07 PRICE ADJUSTMENTS FOR RENEWAL PERIODS

Prices shall remain firm for the first twelve month base contract term. Requested price changes for the remaining terms may be adjusted in accordance with the Producers Price Index for Construction Equipment Rental and Leasing, Code 5324125324121. The base index shall be the index effective on the date of Award. The index used for each successive renewal period shall be the effective index on the date of renewal.

C.07 PRICE ADJUSTMENTS FOR RENEWAL PERIODS (con't)

The maximum acceptable increase for any renewal term shall be the percentage calculated in accordance with the method described in the Producers Price Index from the Bureau of Labor Statistics.

The example below illustrates the method by which Pricing shall be adjusted:

INDEX POINT CHANGE

Commodity X Index	115.2 (Renewal Index)
Commodity X Index	<u>112.8</u> (Base Index or previous Index)
Equals Index Point Change	2.4 Index Point Change

INDEX PERCENT CHANGE

Index Point Change from above	2.4
Divided by Base Index (or previous Index)	112.8
Equals	0.0213 or 2.13 Percent

C.08 PAYMENT

Within forty-five (45) days after delivery by the vendor, acceptance by the County, and presentation of an appropriate invoice, the County shall pay the total amount due. Payment invoices must indicate both the Blanket Purchase Order number and the Release Order number.

C.09 CANCELLATION

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

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

C.10 MAINTENANCE

Lessor will provide written instructions for the daily and weekly operating maintenance procedures which will be performed by the County.

All scheduled Preventive Maintenance and Service Repair will be performed by the lessor, as required. Lessor will provide the County with the maintenance schedule for the rented equipment. The County will notify the lessor when equipment requires maintenance according to the schedule provided.

C.11 PHYSICAL DAMAGE- NO OPERATOR PROVIDED

Upon finding by the County that all rental equipment is in satisfactory working condition and free from obvious mechanical and structural defects, the County agrees to return the equipment, at the expiration of the lease, in the same rented condition, excepting normal wear and tear.

In case of **theft** or **total loss** of equipment, the fair market value shall be established in accordance with generally accepted accounting practices for this type of equipment.

C.12 INSURANCE

The vendor will not commence work under a contract until the vendor has obtained all insurance under this section and such insurance coverage as might be required by the County. The vendor shall obtain, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

- a. Workers' Compensation/Employers' Liability
Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Workers' Compensation Act or any other coverage required by the contract documents which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage for the coverage required by the contract documents which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

<u>\$100,000</u>	(Each Accident)
<u>\$500,000</u>	(Disease-Policy Limit)
<u>\$100,000</u>	(Disease-Each Employee)

- b. Commercial General Liability
 The limits are to be applicable only to work performed under this contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 03) to a Commercial General Liability Policy with the following minimum limits.

Products/Completed Operations Aggregate	<u>\$300,000</u>
Personal and Advertising Injury	<u>\$300,000</u>
Each Occurrence	<u>\$300,000</u>
Fire Damage (Any One Fire)	\$ Nil
Medical Expense (Any One Person)	\$ Nil

- c. Business Auto Policy
 Each Occurrence Bodily Injury and Property Damage Liability Combined \$300,000
 Annual Aggregate (If Applicable) Three Times Each Occurrence Limit.

C.12 INSURANCE (con't)

d. Owners Protective Liability Coverage

The minimum OCP Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the bidder shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability coverage. The limits afforded by the OCP Policy and any excess policies shall apply only to the Owner and the Owner's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

e. Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the Purchasing Director before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number, project title and location of project. Insurance shall remain in force at least one year after completion and acceptance of the project by the County, in the amounts and types as stated herein, including coverage for all products and services completed under this contract.

ADDITIONAL INSURED: - The successful vendor shall name Manatee County as additional insured in items b. and d. of the required policies.

If the initial insurance expires prior to the completion of operations and/or services by the vendor, renewal certificates of insurance and required copies of policies shall be furnished by the vendor and delivered to the Purchasing Director thirty (30) days prior to the date of their expiration.

- f. Manatee County will provide Inland Marine Insurance in the coverage's and limits in the attached Declarations Sheet for leased equipment. A Certificate of Insurance will be issued to Lessor upon request.

Nothing herein shall in any manner create any liability of the County in connection with any claim against the vendor for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the vendor or his sureties to the County or to any workers, suppliers, material men or employees.

BASIS OF AWARD

D.01 BASIS OF AWARD

Awards will be made to the lowest, responsive and responsible **multiple bidders**. It is the intent of the County to place orders with the lowest priced responsive, responsible bidders who can provide the material or service at the time needed for the length of time required. The County reserves the right to place orders with other vendors, in the event of an urgent, immediate need, and/or delivery time and availability of service requested cannot be met by the lowest priced vendor at the time of need.

Whenever two or more bids which are equal with respect to price, quality and service are received, a 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 or neither of these bids is received from a local business, the award shall be determined by a chance drawing conducted by the purchasing office and open to the public.

BID FORM
(Submit in Triplicate)

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

RE: IFB # 09-0310BS – Heavy Equipment Rental

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

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

We fully understand and agree that should we be awarded any part or all of the items stated and not have the equipment available at the time requested, the County shall have the option to select the next qualified lowest vendor who can supply the required equipment.

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

_____ DATE _____

(Print Name & Title of Signer)

COMPANY ADDRESS: _____

TEL. NO.: _____ FAX NO.: _____

FEIN NO.: _____

Acknowledge Addendum No. ____ Dated: _____

Acknowledge Addendum No. ____ Dated: _____

Acknowledge Addendum No. ____ Dated: _____

BID FORM
(submit in triplicate)
HEAVY EQUIPMENT RENTAL

SECTION E IFB #09-0310BS

NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
GROUP A - CRANES								
A1	20 Ton, Hydraulic, Truck Mounted, Rubber Tire With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
A2	20 Ton, Hydraulic, Metal Track Crawler With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
A3	25 Ton, Hydraulic, Truck Mounted, Rubber Tire With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
A4	25 Ton, Hydraulic, Metal Track Crawler With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
A5	35 Ton, Hydraulic, Truck Mounted, Rubber Tire, Boom Length up to 155', Spreader Bar & Accessories With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
A6	35 Ton, Hydraulic, Metal Track Crawler, Boom Length up to 155', Spreader Bar & Accessories With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
A7	50 Ton, Hydraulic, Truck mounted, Rubber Tire With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$

SECTION E IFB #09-0310BS

NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
A8	50 Ton, Hydraulic, Metal Track Crawler With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
A9	50 Ton, Friction, Metal Track Crawler With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
A10	50 Ton, Friction, Truck Mounted, Rubber Tire With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
A11	90 Ton, Friction, Truck Mounted, Rubber Tire With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
A12	120 Ton, Truck Mounted, for Counter-Weight Truck With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
GROUP B - LOW BOYS								
B1	50 Ton capacity with 12' width, Mack Tractor and Roger Trailer or Equal With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
B2	30 Ton capacity with 10' width, Mack Tractor and Roger Trailer or Equal With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$

SECTION E IFB #09-0310BS

NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
C1	GROUP C - FRONT END WHEEL LOADER							
	1.5 Cubic Yard Bucket, Cat 910F or Equal	\$	\$	\$	\$	\$	\$	\$
	With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator							
	add							
	Air Conditioned Cab	\$	\$	\$	\$	\$	\$	\$
	Hydraulic Quick Couplers	\$	\$	\$	\$	\$	\$	\$
	Forks	\$	\$	\$	\$	\$	\$	\$
	Bucket	\$	\$	\$	\$	\$	\$	\$
	Root Rake	\$	\$	\$	\$	\$	\$	\$
	Grapple Rake	\$	\$	\$	\$	\$	\$	\$
Grapppler Hooks	\$	\$	\$	\$	\$	\$	\$	
C2	2.0 Cubic Yard Bucket, Cat 918F or Equal	\$	\$	\$	\$	\$	\$	\$
	With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator							
	add							
	Air Conditioned Cab	\$	\$	\$	\$	\$	\$	\$
	Hydraulic Quick Couplers	\$	\$	\$	\$	\$	\$	\$
	Forks	\$	\$	\$	\$	\$	\$	\$
	Bucket	\$	\$	\$	\$	\$	\$	\$
	Root Rake	\$	\$	\$	\$	\$	\$	\$
	Grapple Rake	\$	\$	\$	\$	\$	\$	\$
	Grapppler Hooks	\$	\$	\$	\$	\$	\$	\$

SECTION E IFB #09-0310BS

NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES	
C3	2.5 Cubic Yard Bucket, Cat 928F or Equal With Operator	\$		\$		\$	\$	\$	
		\$		\$		\$	\$	\$	
	Without Operator "add"	\$		\$		\$	\$	\$	\$
		\$		\$		\$	\$	\$	\$
		\$		\$		\$	\$	\$	\$
		\$		\$		\$	\$	\$	\$
		\$		\$		\$	\$	\$	\$
		\$		\$		\$	\$	\$	\$
		\$		\$		\$	\$	\$	\$
		\$		\$		\$	\$	\$	\$
		\$		\$		\$	\$	\$	\$
		\$		\$		\$	\$	\$	\$
\$		\$		\$	\$	\$	\$		
C4	3.0 Cubic Yard Bucket, Cat 938F or Equal With Operator	\$		\$		\$	\$	\$	
		\$		\$		\$	\$	\$	
	Without Operator "add"	\$		\$		\$	\$	\$	\$
		\$		\$		\$	\$	\$	\$
		\$		\$		\$	\$	\$	\$
		\$		\$		\$	\$	\$	\$
		\$		\$		\$	\$	\$	\$
		\$		\$		\$	\$	\$	\$
		\$		\$		\$	\$	\$	\$
		\$		\$		\$	\$	\$	\$
		\$		\$		\$	\$	\$	\$
		\$		\$		\$	\$	\$	\$
\$		\$		\$	\$	\$	\$		
C5	4.0 Cubic yard Bucket, Cat 950 F or Equal With Operator	\$		\$		\$	\$	\$	
		\$		\$		\$	\$	\$	
	Without Operator "add"	\$		\$		\$	\$	\$	\$
		\$		\$		\$	\$	\$	\$
		\$		\$		\$	\$	\$	\$
		\$		\$		\$	\$	\$	\$
		\$		\$		\$	\$	\$	\$
		\$		\$		\$	\$	\$	\$
		\$		\$		\$	\$	\$	\$
		\$		\$		\$	\$	\$	\$
		\$		\$		\$	\$	\$	\$
		\$		\$		\$	\$	\$	\$
\$		\$		\$	\$	\$	\$		

SECTION E IFB #09-0310BS

NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
C6	5.0 Cubic Yard Bucket, Cat 966F or Equal	\$	\$	\$	\$	\$	\$	\$
	With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
	"add"	\$	\$	\$	\$	\$	\$	\$
	Air Conditioned Cab	\$	\$	\$	\$	\$	\$	\$
	Hydraulic Quick Couplers	\$	\$	\$	\$	\$	\$	\$
	Forks	\$	\$	\$	\$	\$	\$	\$
	Bucket	\$	\$	\$	\$	\$	\$	\$
	Root Rake	\$	\$	\$	\$	\$	\$	\$
	Grapple Rake	\$	\$	\$	\$	\$	\$	\$
C7	7.0 Cubic yard Bucket, Cat 980F, IH 550, Clark	\$	\$	\$	\$	\$	\$	\$
	175C or Equal	\$	\$	\$	\$	\$	\$	\$
	With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
	"add"	\$	\$	\$	\$	\$	\$	\$
	Air Conditioned Cab	\$	\$	\$	\$	\$	\$	\$
	Hydraulic Quick Couplers	\$	\$	\$	\$	\$	\$	\$
	Forks	\$	\$	\$	\$	\$	\$	\$
	Bucket	\$	\$	\$	\$	\$	\$	\$
	Root Rake	\$	\$	\$	\$	\$	\$	\$
Grapple Rake	\$	\$	\$	\$	\$	\$	\$	
Grapppler Hooks	\$	\$	\$	\$	\$	\$	\$	

SECTION E IFB #09-0310BS

NO	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
GROUP D - FRONT END CRAWLER								
D1	3/4 Yard With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
D2	1 1/4 Yard With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
D3	1 1/2 Yard With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
D4	5 Yard With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$

SECTION E IFB #09-0310BS

NO	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
GROUP E - DUMP TRUCKS								
E1	5 Yard Capacity With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
E2	Tandem - 15 Yard Capacity With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
E3	Tri-axle - 18 Yard Capacity With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
E4	Semi-tractor trailer dump With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
E5	Flatbed - 2 Ton Capacity With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
E6	30 Ton Dump Truck With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
E7	Articulated Dump Truck, 40-Ton Capacity With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$

SECTION E IFB #09-0310BS

NO	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
GROUP F - DRAGLINE - BUCKET & CLAMSHELL								
F1	3/4 Yard With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
F2	1 1/4 Yard With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
F3	2 Yard With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
F4	3 - 4 Yard With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
GROUP G - EXCAVATORS								
G1	Excavator with Hydrosopic Boom, 30' Reach, Gradall, Badger or Equal With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
G2	Mini Excavator with Trailer, Takeuchi Model #TB25 or Equal With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
G3	Mini Excavator, 11,000 lbs with Rubber Tracks, Kubota V2203-M Model or Equal With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$

SECTION E IFB #09-0310BS

NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
GROUP H - BULLDOZERS								
H1	CAT D3CLGP or Equal With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
H2	CAT D4HLGP or Equal With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
H3	CAT D6D or Equal With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
H4	CAT D6HLGP or Equal With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
H5	CAT D7 LGP - With Landfill Package, Enclosed Air Conditioned Cab With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
H6	CAT D7H or Equal With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
H7	CAT D8n or Equal With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$

SECTION E IFB #09-0310BS

NO	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
11	GROUP 1 - BACKHOE, RUBBER TIRE							
	3/4 Yard Bucket With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
	"add"							
12	Rear Bucket	\$	\$	\$	\$	\$	\$	\$
	4 Wheel Drive	\$	\$	\$	\$	\$	\$	\$
	Extended Boom	\$	\$	\$	\$	\$	\$	\$
	1 Yard Bucket With Operator	\$	\$	\$	\$	\$	\$	\$
13	Without Operator	\$	\$	\$	\$	\$	\$	\$
	"add"							
	Rear Bucket	\$	\$	\$	\$	\$	\$	\$
	4 Wheel Drive	\$	\$	\$	\$	\$	\$	\$
13	Extended Boom	\$	\$	\$	\$	\$	\$	\$
	1 1/4 Yard Bucket With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
	"add"							
13	Rear Bucket	\$	\$	\$	\$	\$	\$	\$
	4 Wheel Drive	\$	\$	\$	\$	\$	\$	\$
	Extended Boom	\$	\$	\$	\$	\$	\$	\$

SECTION E IFB #09-0310BS

NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
J1	GROUP J - BACKHOE, CRAWLER/METAL TRACK CAT E 70 B or Equal. Min 14,500#, Max 17,500#, Min. Digging Depth 15' With Operator	\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$
J2	Min 25,600# - Max 30,000#, Min. Digging Depth 18' 4" w/rubber tracks With Operator	\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$
J3	CAT 312L or Equal. Min 26,000#, Max. 30,000#, Min. Digging Depth 19' With Operator	\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$
J4	CAT 320L or Equal. Min 42,000#, Max. 50,000#, Min. Digging Depth 21' With Operator	\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$
J5	CAT 320L Long Reach or Equal. , Min. 45,000#, Max. 50,000#, Min. Digging Depth 38' With Operator	\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$
J6	CAT 325L or Equal. Min. 50,000#, Max. 60,000#, Min. Digging Depth 24' With Operator	\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$
J7	CAT EL330L or Equal. Min. 65,000#, Max. 70,000#, Min. Digging Depth 26' With Operator	\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$

SECTION E IFB #09-0310BS

NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
J8	CAT 350L or Equal. Min. 95,000#. Max. 110,000, Min. Digging Depth 30' With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
J9	CAT 375L or Equal. Min. 170,000#. Max. 190,000#, Min. Digging Depth 35' With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
GROUP K - TRENCHERS								
K1	Rubber tired, Vermier 450 or Equal. With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
K2	Crawler/Metal Track or Equal. With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
GROUP L - TANKER TRUCKS								
L1	5,000 Gallon Capacity for Clear Water With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
L2	Potable Water - Size Available: With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$

SECTION E IFB #09-0310BS

NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
GROUP M - ROLLERS								
M1	Static, Double Drum Riding, 30" Drum, Asphalt and SOD							
	With Operator	\$		\$	\$	\$	\$	\$
	Without Operator	\$		\$	\$	\$	\$	\$
M2	Tandem, Riding, Vibratory, Asphalt 30" Drum							
	With Operator	\$		\$	\$	\$	\$	\$
	Without Operator	\$		\$	\$	\$	\$	\$
M3	Vibrating, 80" min. Drum with 10 Ton Unit, Sakai Model SV91D or Equal							
	With Operator	\$		\$	\$	\$	\$	\$
	Without Operator	\$		\$	\$	\$	\$	\$
M4	Vibrating Sheepfoot Roller with 84" Drum, CAT Model CP563 or Equal							
	With Operator	\$		\$	\$	\$	\$	\$
	Without Operator	\$		\$	\$	\$	\$	\$
M5	Pneumatic, Tired Sakai Model TS150H or Equal							
	With Operator	\$		\$	\$	\$	\$	\$
	Without Operator	\$		\$	\$	\$	\$	\$
GROUP N - CHERRY PICKER								
N1	27 1/2 Ton, Rough Terrain Crane, Lorain LRT-275 or Equal							
	With Operator	\$		\$	\$	\$	\$	\$
	Without Operator	\$		\$	\$	\$	\$	\$
N2	18/20 Ton Rough Terrain Crane, Lorain LRT-18V or Equal							
	With Operator	\$		\$	\$	\$	\$	\$
	Without Operator	\$		\$	\$	\$	\$	\$

SECTION E IFB #09-0310BS

NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
GROUP O - SCRAPPER								
O1	Scrapper, Caterpillar 615 or Equal With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
O2	Scrapper, Caterpillar 623 or Equal With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
GROUP P - COMPACTOR								
P1	Soil, Vibratory, Riding, Single Drum, 7 Ton or Greater With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
P2	Double Drum Asphalt, Caterpillar CB-224-B or Equal With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
P3	Landfill Package, with Air Conditioned Cab, CAT 826 or Equal With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
GROUP Q - MOTAR MIXERS								
Q1	6 Cubic Feet Without Operator	\$	\$	\$	\$	\$	\$	\$
Q2	8 Cubic Feet Without Operator	\$	\$	\$	\$	\$	\$	\$

SECTION E IFB #09-0310BS

NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
GROUP R - AERIAL WORK PLATFORMS								
R1	60' One Man Bucket, Simon Model M-P-60 or Equal							
	With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
R2	60' Two Man Bucket, Simon Model M-P-60 or Equal							
	With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
ACCESSORIES								
S1	4" Pump	\$	\$	\$	\$	\$	\$	\$
S2	6" Pump	\$	\$	\$	\$	\$	\$	\$
S3	8" Pump	\$	\$	\$	\$	\$	\$	\$
S4	10" Pump	\$	\$	\$	\$	\$	\$	\$
S5	12 ft. wellpoint (2' diameter) with risers and lops	\$	\$	\$	\$	\$	\$	\$
S6	14 ft. wellpoint (2' diameter) with risers and lops	\$	\$	\$	\$	\$	\$	\$
S7	16 ft. wellpoint (2' diameter) with risers and lops	\$	\$	\$	\$	\$	\$	\$
S8	8" Header Pipe (20 ft. length)	\$	\$	\$	\$	\$	\$	\$
S9	10" Header Pipe (20 ft. length)	\$	\$	\$	\$	\$	\$	\$
S10	8" Discharge Pipe (20 ft. length)	\$	\$	\$	\$	\$	\$	\$
S11	10" Discharge Pipe (20 ft. length)	\$	\$	\$	\$	\$	\$	\$
S12	8" Sleeves	\$	\$	\$	\$	\$	\$	\$
S13	10" Sleeves	\$	\$	\$	\$	\$	\$	\$
S14	8" Dresser Couplings	\$	\$	\$	\$	\$	\$	\$
S15	10" Dresser Couplings	\$	\$	\$	\$	\$	\$	\$
S16	Hat Plugs	\$	\$	\$	\$	\$	\$	\$
S17	Swing Joints	\$	\$	\$	\$	\$	\$	\$

SECTION E IFB #09-0310BS

NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
GROUP T - MISCELLANEOUS								
T1	Motor Grader - JD 670, CAT 120G or Equal With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
T1a	Motor Grader - JD 570 or Equal With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
T2	Mowing Tractor, 5' Bushog or Equal With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
T3	Mowing Tractor, 10' Bushog or Equal With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
T4	Sidewinder Mower Tractor With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
T5	Mower Tractor with side attachment Mowing Arm With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
T6	Soil Stabilizer(Tamper) Bomag MPH-100 or Equal With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
T7	Wheel Tractor, w/Broom or w/Blade With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
T8	Rock Breaker, Tractor/Truck Mounted With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$

SECTION E IFB #09-0310BS

NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
T9	Truck mounted Aerial Lift & Aerial Bucket With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
T10	Power Post Hole Digger, Mounted, 6" to 36" Diameter	\$	\$	\$	\$	\$	\$	\$
	With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
T11	Flatbed Tractor Trailer, Long Bed	\$	\$	\$	\$	\$	\$	\$
	With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
T12	Short Bed	\$	\$	\$	\$	\$	\$	\$
	With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
T13	Bobcat, 700 Series or equal	\$	\$	\$	\$	\$	\$	\$
	With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
T14	Bobcat, 800 Series or equal	\$	\$	\$	\$	\$	\$	\$
	With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
T15	4" Jet Pump							
	Without Operator							
T16	Boom Truck, 12 Ton	\$	\$	\$	\$	\$	\$	\$
	"add"							
	60' One Man Bucket	\$	\$	\$	\$	\$	\$	\$
	With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
T17	3/4 Ton Pick-Up Truck (4X4), Ford F250 or Equal	\$	\$	\$	\$	\$	\$	\$
	With Operator	\$	\$	\$	\$	\$	\$	\$
	Without Operator	\$	\$	\$	\$	\$	\$	\$
T18	125 KW Portable Generator, 230/480 Volts	\$	\$	\$	\$	\$	\$	\$
	750 KW Generator (Truck Mounted), 480 Volts	\$	\$	\$	\$	\$	\$	\$
T19	1000 KW Generator (Truck Mounted), 480 Volts	\$	\$	\$	\$	\$	\$	\$
T20		\$	\$	\$	\$	\$	\$	\$

SECTION E IFB #09-0310BS

NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
T21	1500 KW Generator (Truck Mounted), 4160 Volts	\$	\$	\$	\$	\$	\$	\$
T22	5,000 Gallon Water Wagon, Scraper Style	\$	\$	\$	\$	\$	\$	\$
T23	Ingersoll-Rand 185 Portable Air Compressor	\$	\$	\$	\$	\$	\$	\$
T24	Screening Plant, 1" to 4" Screens, Motor, 47+ HP, Belt, 5' wide	\$	\$	\$	\$	\$	\$	\$
T25	Conveyor Belt, 40" H, 20" W, Height of discharge + min. of 30" wide belt.	\$	\$	\$	\$	\$	\$	\$

MINIMUM HOURLY PERIOD OF RENTAL IS ____ HOUR(S).

ADDITIONAL CHARGES FOR USAGE ON SATURDAY, SUNDAY OR HOLIDAYS (IF APPLICABLE) \$ _____ + REGULAR RATE

HOURS SHALL CONSTITUTE ONE-HALF (1/2) DAY OR RENTAL _____ TO _____

HOURS SHALL CONSTITUTE A FULL DAY OF RENTAL _____ TO _____

DAYS SHALL CONSTITUTE ONE WEEK OF RENTAL _____ TO _____

DAYS SHALL CONSTITUTE ONE MONTH OR RENTAL _____ TO _____

Attachment "B"

SECTION 00491

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.

(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 _____, 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]

Attachment C

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: _____

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 and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above

Attachment C

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION (Continued)

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 _____, 2008 by _____

[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 "D"

STATEMENT OF NO BID

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

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

We, the undersigned, have declined to bid on _____, for the following reason(s):

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

REMARKS

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

Company Name: _____

Company Address: _____

Telephone: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)