



**INVITATION FOR BID  
IFB # 16-1069DC  
SALE OF WASTEWATER BIOSOLIDS**

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.

**EXAMINATION OF COLLECTION SITE**

The opportunity is provided for each bidder before submitting a bid, to visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work. **Inspection of the collection site can be scheduled by interested bidders by contacting Manatee County, Chris Collins at 941-792-8811 extension 8025, Monday through Friday, between the hours of 8:00 AM and 4:00 PM.**

**DEADLINE FOR CLARIFICATION REQUESTS:**      **5:00 PM on April 19, 2016**

Reference Bid Article A.09

**BID OPENING TIME AND DATE DUE:**      **3:00 PM on April 26, 2016**

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**FOR INFORMATION CONTACT:**

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Manatee County Financial Management Department  
Purchasing Division

AUTHORIZED FOR RELEASE. 

**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 #16-1069DC Sale of Wastewater Biosolids"** 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 #16-1069DC Purchase of Wastewater Biosolids

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](http://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](http://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 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.

**5:00 PM on April 19, 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.mymanatee.org/purchasing>, and then by clicking on "Bids and Proposals". If the original solicitation was broadcast via DemandStar, the addenda will also be broadcast on the DemandStar distribution system to "Planholders" on this web service.

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

It shall be the **responsibility of each bidder, prior to submitting a bid**, to contact the 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 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.12 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 enter into agreement with Manatee County for the goods or services set forth in the attached IFB until one or more of the bids have been duly accepted by County.

**A.13 BID EXPENSES**

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

**A.14 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 highest, responsive, responsible bidder will be accepted, unless all bids are rejected.

The highest, responsible bidder shall mean that bidder who makes the highest bid to purchase from Manatee County goods and/or services set forth in the IFB.

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.15 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.16 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.17 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.18 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 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.19 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.20 CONTRACT**

The agreement resulting from the acceptance of a bid shall be in the form of the attached sample Agreement.

**A.21 TERMINATION OF CONTRACT**

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

**A.22 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.23 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.24 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.25 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.26 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.27 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.28 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.29 DISCLOSURE**

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

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

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

If 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 the County provides notice of an intended decision concerning the reissued solicitation or until the County withdraws the reissued solicitation. A bid is not exempt for longer than twelve (12) months after the initial notice rejecting all bids.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT: (941) 742-5845, [Debbie.Scaccianoce@mymanatee.org](mailto:Debbie.Scaccianoce@mymanatee.org), Attn: Records Manager, 1112 Manatee Ave W., Bradenton, FL 34205.**

Pursuant to Florida Statutes 119.0701, to the extent vendor is performing services on behalf of the County, vendor must:

- a. Keep and maintain public records required by public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the vendor does not transfer the records to the public agency.

- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of vendor or keep and maintain public records required by the public agency to perform the service. If the vendor transfers all public records to the public agency upon completion of the contract, the vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the vendor keeps and maintains public records upon completion of the contract, the vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

### **A.30 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](http://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.31 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](http://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.32 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.33 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.34 PRECEDENCE**

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

**END OF SECTION A**

SECTION B  
**SCOPE OF WORK**

**B.01 SCOPE OF WORK**

The purpose of this contract is for a vendor to purchase and collect wastewater biosolids produced at the Manatee County Biosolids Dryer Facility (MCBDF), 3331 Lena Road, Bradenton, Florida 34211. The collection services include the handling, consolidation, storage, transportation, and disposal activities involved in the removal of the biosolids. At time of collection, the successful bidder shall retrieve a weight receipt from the County that shall include their account number, truck number, truck weight, time and date, and driver's signature. project is for the successful bidder to provide all resources necessary services for the proper removal, disposal, and purchase of

Class "AA" Pellets are wastewater biosolids produced by thermal drying wastewater sludge from Manatee County's three water reclamation facilities. The facilities treat domestic wastewater through biological and chemical processes to produce a material classified as Class "AA" Pellets in accordance with EPA Title 40 CFR Part 503. The Pellets produced range in size from 1 to 4 millimeters and will be dried to between 90% and 95% solids by weight, containing predominately organic matter, with inorganic matter meeting the limits established in EPA 503 sludge regulations. **Manatee County will not warrant the usefulness of the pellets neither expressed nor implied.**

Load schedules change daily, weekly, monthly. It is anticipated that under normal operations there will be an average of 15 to 30 tons of dewatered biosolids to be collected each day, Monday through Thursday.

The successful bidder shall have sufficient and properly licensed personnel and equipment available to perform the services contemplated herein in a timely manner.

**B.02 REQUIREMENTS**

1. **COMMUNICATION:** Because of the fluctuation in load schedules, daily communication between the County and the successful bidder is paramount in the scheduling of collections. The successful bidder's personnel must be able to fluently speak and understand the English language, or the successful bidder must provide a translator to ensure that information relating to this contract is understood when communicating with the County.

The successful bidder shall respond within thirty (30) minutes to each communication from the County.

The successful bidder shall provide the County with a 24-hour, seven day a week emergency number for notification purposes; and shall provide the County with the name and telephone number of a permanent contact to address issues of collection, program expansion, complaints, payments, etc.

2. REMOVAL: The biosolids are stored in silos and shall be collected from the MCBDF at a rate compatible with the amount generated by or accumulated at the MCBDF as agreed to by the County and the successful bidder. The schedule is anticipated to be on an as needed basis Monday through Thursday, between the hours of 8:00 A.M. and 4:00 P.M. Daily communication shall be made Monday through Thursday with MCBDF staff to coordinate the biosolids removal by the successful bidder.

The successful bidder shall remain flexible to changes in the removal schedule to accommodate MCBDF operations. The successful bidder shall immediately notify the County whenever unforeseen situations occur that would interfere with the scheduled removal of the biosolids. Under no circumstances shall the successful bidder delay the removal of the biosolids more than twenty-four (24) hours from the approved schedule unless authorized by the County.

Note: There may be times that the County will dispose of the biosolids at the Manatee County Landfill due to testing that reveals out of tolerance levels as specified in the Florida Department of Environmental Regulations disposal criteria. This disposal is the sole responsibility of Manatee County.

3. NON-SCHEDULED REMOVAL: The successful bidder shall respond within twenty-four (24) hours to the County's request to **remove biosolids regardless of weather conditions**. If no other means are available, the successful bidder shall deliver the biosolids to an approved landfill at the successful bidder's expense within the same twenty-four (24) hour time frame.
4. TRANSPORT OF BIOSOLIDS: The successful bidder shall comply with all Florida Department of Transportation (FDOT) regulations throughout the term of this agreement. No representations are made by Manatee County with respect to the maximum weight restrictions imposed by the FDOT for commercial transportation on public thoroughfares. The successful bidder shall provide all traffic control devices and methods necessary to perform its responsibilities hereunder.

The successful bidder shall only use dedicated vehicles to transport biosolids relating to this contract. The dedicated vehicles shall have leak-free tailgates and covers to prevent wind dispersal of the biosolids during transport.

The dedicated vehicles shall be in good mechanical condition, in a clean condition, and in a manner which will adequately control odors. To assist in the cleaning and controlling odors, the successful bidder shall utilize the Manatee County wash-down facility after loading biosolids and prior to leaving the site as directed by the County.

The successful bidder shall secure and maintain via ownership and/or leasehold interest, sufficient transportation equipment to perform the services specified herein. The successful bidder shall use only equipment that conform in size to the access, loading, and off-loading limitations of the MCBDF.

The successful bidder shall submit with their contract, and update as appropriate:

- A list of all transportation equipment to be utilized including the year, model, type, and capacity.
- An official weights and measures document or a copy of the current vehicle registration for each vehicle used for transporting biosolids which verifies the capacity of that vehicle.
- No replacement or supplemental vehicle to transport biosolids shall be used until the documentation prescribed herein has been provided to the County for that vehicle.

5. VERIFICATION OF REMOVAL: The successful bidder's transport vehicles shall be weighed empty at the beginning of the contract period and a numbered decal shall be assigned and placed on each transport vehicle (to shorten the weighing process).

The successful bidder will set up an account with the Manatee County Utilities Department prior to the start of the contract. When collecting biosolids, transport vehicles will be weighed in and weighed out at the Manatee County Landfill Scalehouse (located at 3333 Lena Road, Bradenton, Florida 34211).

For each load of biosolids collected from the MCBDF, a receipt will be issued by the County Landfill Scalehouse at time of removal. Each receipt shall indicate: 1) the successful bidder's account number; 2) the weight of the biosolids removed; 3) the time and date of removal; 4) the truck identification number; 5) the printed name of the driver and signature as provided by the driver. This receipt shall be provided to the County with payment.

The successful bidder's work shall be subject to inspection by the County for compliance with applicable regulations, permit requirements, and the terms and conditions specified herein. Within forty-eight (48) hours of notification of such determination, the successful bidder shall correct all work that is determined by the County to be unsatisfactory. The successful bidder shall not charge callback or follow-up work to correct unsatisfactory work to the County if such work is determined by the county to be the result of faulty workmanship by the successful bidder.

6. DISPOSAL OF BIOSOLIDS: The successful bidder shall accept responsibility for the proper disposal and/or reuse of all biosolids collected from the County. The successful bidder acknowledges their awareness of, and agrees to comply with, the requirements of the Title 40, Part 503 of the CFR, Chapter 62-640 of the F.A.C.; and the operating Permit of each applicable County facility in the disposal of all such biosolids removed by the successful bidder from the County facility.

The successful bidder shall provide the name, address, and telephone number of all final designated disposal and/or processing sites. The final disposal site(s) must be operated in such a manner so as to comply with all federal, state, and local agencies rules, regulations, and ordinances.



7. REPORTING: The successful bidder shall maintain the records prescribed in Rule 72-640.650(2)(a), F.A.C. for all biosolids applied to disposal sites. Such disposal site records shall be available for inspection by Manatee County at all times during normal business hours.

Within ten (10) days following each calendar quarter, the successful bidder shall file with the County for all biosolids applied during the prior quarter either, copies of all such records or a report which summarizes the information contained in those records. Within five (5) days following a request therefore, the successful bidder shall provide the County with a copy of all disposal site records requested.

8. CLEAN-UP: The successful bidder shall be solely responsible for the timely and thorough clean-up, at no additional cost to Manatee County, of each spillage, leakage, or escape of biosolids or other material resulting from the successful bidder's operations hereunder or which is caused through the negligence or willful misconduct of the successful bidder or any of its officers, agents, employees, or subcontractors. The successful bidder shall immediately notify the County, as appropriate of any incident requiring such clean-up.

The successful bidder shall take all necessary and appropriate precautions and measures to immediately contain each such spillage, leakage, or escape and prevent it from entering any public or private storm water drainage system or bodies of water of the State. Within 12 hours of the time of spill, the successful bidder shall commence clean-up activities and sanitize the site of each such spillage, leakage, or escape; and return the site to the condition of the property that existed immediately prior to such occurrence.

The successful bidder shall notify regulatory agencies and submit appropriate report forms within twenty-four (24) hours, with a copy provided to the County. **The successful bidder shall furnish with their contract a "Spill-Abatement Plan of Action" that addresses spills and their clean-up.** The Plan shall identify, at a minimum: a) individuals to be contacted, b) notification protocols, forms, and procedures, c) clean-up activities, and d) containment and discharge-abatement methods.

9. SAFETY: All services shall be performed in a professional, safe and workmanlike manner with collection area left clear of debris. All vehicles involved in the transportation of the biosolids leaving the County facilities must be equipped in a manner that will prevent escape of materials or fluids that may create litter, safety risks, and environmental damage, or that otherwise may become dislodged during transport.

**The successful bidder shall furnish with their contract a Safety Plan.** The Plan shall identify, at a minimum: a) individuals to be contacted, b) notification protocols, forms, and procedures, c) clean-up activities, and d) containment and discharge-abatement methods.

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

**The successful bidder shall provide a complete report regarding the receipt of any notices from local, state, or federal agencies, i.e., warning notices, consent orders, notices of violations within five (5) days of receiving such notice.**

10. OWNERSHIP OF MATERIALS: The ownership of all biosolids shall vest in the County at the time said materials are placed at the collection facility and will remain the property of the County until such time as the biosolids are loaded onto the successful bidder's transport vehicle.
11. COMPLIANCE: The successful bidder shall obtain and maintain all licenses and permits required by regulatory agencies having jurisdiction over the successful bidders operations and shall comply with all regulatory agencies having jurisdiction over the removal, transport, and disposal of biosolids throughout the term of this contract.

The successful bidder shall comply with all applicable requirements set forth in the:

- EPA Regulations, Title 40 CFR, Part 503 (Standards for the Use or Disposal of Sewage Sludge) as published in the Federal Register in December 1994 and in subsequent amendments throughout the term of the resulting contract.
- Chapter 62-640, Florida Administrative Code, (Domestic Wastewater Residuals) and in subsequent amendments throughout the term of the resulting contract.

**Upon award of the resulting contract, the successful bidder shall immediately submit the necessary permit modifications for all primary and secondary facilities.**

**END OF SECTION B**

## **SECTION C**

### **BASIS OF AWARD**

#### **C.01 MINIMUM QUALIFICATIONS OF BIDDERS**

The bidder shall possess all licenses and permits required by regulatory agencies having jurisdiction over the bidder's operations, including the Florida Department of Agriculture and Consumer Services "Fertilizer License". No person who is not certified or registered as a bulk fertilizer company with the Florida Department of Agriculture and Consumer Services, or who can provide documentation of their written agreement to deliver biosolids to a registered bulk fertilizer company with the Florida Department of Agriculture and Consumer Services on the day the bid is submitted, and who has continuously held that certification or registration for a period of at least one year immediately prior to the day the bid is submitted, may be qualified to bid for this service. Attach documentation with bid.

Bidder shall provide evidence that the bidder has provided wastewater biosolids removal and disposal services similar in complexity and nature to the requirements herein for at least one year prior to the day the bid is submitted. At least one client reference shall be submitted with the bid from a client who received similar services to those specified herein within the past year to include, at a minimum, the name, telephone number, email address (if available) of contact person, type of service provided, and the dates services were provided.

#### **C.02 BASIS OF AWARD**

Award shall be to the highest responsive, responsible bidder meeting specifications and having the highest total offer for the requirements listed on the Bid Form for the services as set forth in this IFB. The price offered shall include costs for furnishing all labor, equipment and/or materials, and administration for completing the services in accordance with and in the manner set forth and described in the IFB documents to the County's satisfaction within the prescribed time.

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

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

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

**END OF SECTION C**

## **SECTION D**

### **TERMS AND CONDITIONS**

#### **D.01 AGREEMENT FORMS**

The agreement resulting from the acceptance of a bid shall be in the form of the agreement stated in this IFB, which is attached herein.

A written notice confirming award or recommendation thereof will be forwarded to the successful bidder accompanied by the required number of unsigned counterparts of the Agreement. Within ten (10) days thereafter, successful bidder shall sign and deliver the required number of counterparts of the agreement with any other required documents to the County. (Note: Agreement must be approved in accordance with Chapter 2-26 of the Manatee County Code of Laws and the Administrative Standards and Procedures Manual approved by the County Administrator).

#### **D.02 ASSIGNMENT OF AGREEMENT**

Successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the resulting Agreement or of his right, title, or interest therein, or his power to execute such Agreement, 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 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.

#### **D.03 PRICES**

Bidder shall bid a price per ton to be paid to the County for the purchase of the biosolids. The price offered shall include all collection costs, including but not limited to: labor, transportation, permits, equipment, submittals, and anything else associated with the proper removal and disposal of the biosolids as collected from the designated location. The County reserves the right to add or delete locations during the contract period, if the need arises.

#### **D.04 ESTIMATED QUANTITY**

The biosolids process rates will vary due to various reasons, operation practices at the facilities, maintenance at the facilities, malfunctions, etc. Exact quantity of collections cannot be determined; payment shall be made to the County for actual biosolids collected. The biosolids will be made available to the vendor as accumulated. The County makes no guarantee of the quantity of biosolids to be collected at any given time.

#### **D.05 PAYMENT TO THE COUNTY**

For the biosolids removed by the successful bidder from the County facility, the successful bidder shall make payment to the County based on the number of tons of biosolids collected from the first day of the month through the last day of the month. The successful bidder shall submit a copy of the County's (Scalehouse) certified scale receipts and full payment for the weight of the biosolids removed from the County based on the unit price established by this bid and as contained in the associated agreement. Payment shall be made to Manatee County Board of County Commissioners, on or before the fifteenth (15<sup>th</sup>) of each month for the biosolids removed the previous month. **No cash transactions are authorized.**

#### **D.06 CONTRACT TERM**

This contract shall be for a period of three (3) years, commencing from date of award, unless renewed or terminated as provided in this bid document.

#### **D.07 RENEWAL**

Provided that there are no changes of prices, terms, or conditions, **this contract shall be extended/renewed** beyond the first thirty-six (36) month contract period for additional twelve (12) month periods not to exceed a total contract duration of sixty (60) months. **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 the successful bidder choose not to renew the bid awarded, the County reserves the right to terminate the agreement and select the next qualified bidder, or re-advertise for those bid items, or solicit a new Invitation for Bid for all items.

#### **D.08 REGULATIONS**

It shall be the responsibility of the successful 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, including local regulations and ordinances.

#### **D.09 CANCELLATION**

Any failure of the successful bidder to perform the services (including, but not limited to, commencement of the work, failure to supply sufficient skilled workers or suitable materials or equipment) in accordance with the resulting agreement, County may order the stop of the work, or any portion thereof, until the cause for such order has been eliminated. If the successful bidder persistently fails to perform the services in accordance with the resulting agreement, County reserves the right to terminate the agreement and select the next qualified bidder; or re-advertise this procurement in part or in whole; or dispose of all biosolids collected during the balance of the period covered by the agreement in the open market and charge any loss occasioned thereby to the successful bidder.

It is mutually understood and agreed that any award made as a result of this bid may be cancelled by the successful bidder upon 60 days written notice by Certified Mail to the County. However, the County is hereby authorized to secure services, in accordance with the bid terms, during this 60 day interim provided the County requests collection during this period.

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

#### **D.10 INDEMNIFICATION**

The successful bidder covenants and agrees to indemnify and save harmless the County, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting 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.

**END OF SECTION**

**SECTION E**  
**SALE OF WASTEWATER BIOSOLIDS**  
**INSURANCE AND BONDING REQUIREMENTS**

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

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

Insurance / Bond Type	Required Limits
	<p>d. <input type="checkbox"/> Pollution \$ _____ per occurrence</p> <p>e. <input type="checkbox"/> Professional Liability \$ _____ per claim and in the aggregate</p> <ul style="list-style-type: none"> <li>• \$1,000,000 per claim and in the aggregate</li> <li>• \$2,000,000 per claim and in the aggregate</li> </ul> <p>f. <input type="checkbox"/> Project Professional Liability \$ _____ per occurrence</p> <p>g. <input type="checkbox"/> Property Insurance \$ _____</p> <p>If the resulting Agreement includes construction of or additions to above ground buildings or structures, bidder shall provide <b>“Builder’s Risk”</b> insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).</p> <p><i>To the extent that property damage is covered by commercial insurance, the County and successful bidder agree to waive all subrogation rights against each other, except such rights as they may have to the proceeds of such insurance. Successful bidder shall require a similar waiver of subrogation from each of its bidder personnel and sub-consultants, to include Special Consultants; successful bidder shall provide satisfactory written confirmation to the County of these additional waivers.</i></p> <p>h. <input type="checkbox"/> U.S. Longshoreman’s and Harborworker’s Act Coverage shall be maintained where applicable to the completion of the Work.</p> <p>i. <input type="checkbox"/> Valuable Papers Insurance \$ _____ per occurrence</p> <p>j. <input type="checkbox"/> Watercraft \$ _____ per occurrence</p>
6. <input type="checkbox"/> Bid Bond:	Bid bond shall be submitted by bidder for 5% of the total amount of the bid.
7. <input type="checkbox"/> Payment and Performance Bond:	Payment and Performance Bond shall be submitted by bidder for 100% of the award amount.

Reviewed by Risk: 

**INSURANCE REQUIREMENTS**

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

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

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

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

**Waiver of Subrogation.** The County and successful bidder waive against each other and the separate vendors, contractors, design consultants, subcontractors, agents, and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The successful bidder and the 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.

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

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

- a. Represents that bidder maintains, and will maintain during the term of any Agreement arising from this solicitation, all insurance coverage required herein from responsible companies duly authorized to do business under the laws of the State of Florida that hold a rating of "A-" or better by Best's Key Guide, latest edition, and are deemed acceptable to the County as set forth in this solicitation.
- b. Agrees that insurance, as specified herein, shall remain in force and effect without interruption from the date of commencement of the Work throughout the duration of the Project, and shall remain in effect for at least two (2) years after the termination of the Agreement.
- c. Agrees that if the initial or any subsequently issued certificate of insurance expires prior to completion of the Work, successful bidder shall furnish to the County renewal or replacement certificate(s) of insurance no later than ten (10) calendar days after the expiration date on the certificate. Failure of successful bidder to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate any and all Agreements.



- d. Agrees that bidder and/or its insurance carrier shall provide thirty (30) days written notice to the County of policy cancellation or non-renewal on the part of the insurance carrier or the successful bidder. Successful bidder 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 successful bidder from its insurer and nothing contained herein shall relieve successful bidder of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy provided by successful bidder, successful bidder shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- e. Agrees that failure of successful bidder to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the resulting Agreement, which may result in immediate termination.
- f. Agrees that, should at any time the successful bidder 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 successful bidder for such coverage(s) purchased. If successful bidder 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 successful bidder under this Agreement or any other agreement between the County and successful bidder. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance companies used. The decision of 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 Agreement.
- g. Agrees to provide, upon request, the entire and complete insurance policies required herein.
- h. The payment of deductibles for insurance required of the successful bidder by the Agreement shall be the sole responsibility of the successful bidder.

#### **Certificate of Insurance Requirements:**

- a. Certificates of insurance in duplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number and title of the Project, and must read: For any and all work performed on behalf of Manatee County.
- b. **Additional Insured:** The Automobile Liability and Commercial General Liability policies provided by the successful bidder to meet the requirements of this IFB shall name Manatee County, Board of County Commissioners, as an additional insured as to the operations of the successful bidder under this IFB and shall contain severability of interests provisions.
- c. In order for the certificate of insurance to be accepted it **must** comply with the following:
  - 1. The "Certificate Holder" shall be:  
**Manatee County Board of County Commissioners, Bradenton, FL**  
**For any and all work performed on behalf of Manatee County.**
  - 2. Certificate shall be mailed to:  
**Manatee County Purchasing Division**  
**1112 Manatee Avenue West, Suite 803**  
**Bradenton, FL 34205**  
**Attn: Deborah Carey-Reed, Contract Specialist, CPPB**  
**([deborah.carey-reed@mymanatee.org](mailto:deborah.carey-reed@mymanatee.org))**

**BIDDER'S INSURANCE STATEMENT**

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

Bidder Name: \_\_\_\_\_ Date: \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Insurance Agency: \_\_\_\_\_

Agent Name: \_\_\_\_\_ Agent Phone: \_\_\_\_\_

***Please return this completed and signed statement with your bid.***

**SECTION E**  
**BID FORM**  
(Submit in duplicate)

For: IFB #16-1069DC  
**SALE OF WASTEWATER BIOSOLIDS**

**UNIT PRICE: \$\_\_\_\_\_ /TON**

Provide a price per ton to be paid to the County for the collected wastewater biosolids.

List any conditions that would change the pricing to be paid:

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We, the undersigned, hereby declare that we have carefully reviewed the IFB Documents in their entirety and with full knowledge and understanding of the aforementioned herewith submit this bid, completely meeting each and every specification, term, and condition contained therein.

As bidder, we understand that the IFB documents, in its entirety, including but not limited to, all specifications, terms, and conditions shall be made a part of any resulting Agreement between Manatee County and the successful bidder. Failure to comply shall result in Agreement default, whereupon, the defaulting successful bidder shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by County, and agrees to forfeit his/her bid bond.

Communications concerning this bid shall be addressed as follows: **(Complete all fields)**

Bidder's Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: (    ) \_\_\_\_\_ Fax: (    ) \_\_\_\_\_

Email Address: \_\_\_\_\_

I, \_\_\_\_\_ on [date(s)] \_\_\_\_\_ attest that I have  
visited the project site(s) to familiarize myself with the full scope of work required for the quote

Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

**Environmental Sustainability** – The Company submitting this bid has an environmental sustainability initiative currently in place. ☐ Yes ☐ No If yes, the bidder shall submit a summary of their environmental sustainability initiative along with their bid.

**Authorized Signature(s):** \_\_\_\_\_

Name and Title of Above Signer(s): \_\_\_\_\_

Date: \_\_\_\_\_

## **MAILING LABEL**

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

### **MAILING LABEL TO AFFIX TO OUTSIDE OF SEALED BID PACKAGE:**

**BIDDER NAME:** \_\_\_\_\_

**Bid No.:**

**Bid Title:**

**DUE DATE/TIME:**

ATTACHMENT A  
**BIDDER'S QUESTIONNAIRE**  
(Submit in Duplicate)

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

**THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID**

1. Contact Information:

FEIN #: \_\_\_\_\_

Fertilizer  
License #: \_\_\_\_\_

License Issued to: \_\_\_\_\_

Date License Issued (MM/DD/YR): \_\_\_\_\_

Company Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: (    ) \_\_\_\_\_ Fax Number: (    ) \_\_\_\_\_

Email address: \_\_\_\_\_

2. Bidding as: an individual \_\_; a partnership \_\_; a corporation \_\_; a joint venture \_\_

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

\_\_\_\_\_  
\_\_\_\_\_

4. Is this company in bankruptcy? \_\_\_\_\_

5. Bidder is authorized to do business in the State of Florida: ☐ Yes ☐ No

For how many years? \_\_\_\_\_

6. Your company has been in business (under this company's name) as a  
\_\_\_\_\_ for \_\_\_\_\_ continuous years.

7. Is this company currently contemplating or in litigation? Provide summary details.

\_\_\_\_\_  
\_\_\_\_\_

8. Have you ever failed to complete a contract awarded to you? If so, state when, where (contact name, address, phone number) and why.

---

---

---

9. Have you ever been debarred or prohibited from providing a bid to a governmental entity? If yes, name the entity and describe the circumstances.

---

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---

10. Will you subcontract any part of this contract? If so, describe which portion(s) and to whom.

---

---

---

11. If any, list MBE/DBE to be utilized:

---

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---

12. What equipment do you own to accomplish this service? (Quantity, type of equipment. A listing may be attached)

---

---

---

13. What equipment will you purchase/rent for this service? (Specify which)

---

---

---

14. Florida Department of Agriculture and Consumer Services "Fertilizer License" attached: ☐ Yes ☐ No
15. Registration as a bulk fertilizer company attached: ☐ Yes ☐ No ☐ Other
16. Client reference for similar type agreement as specified herein, include name and contact information, type of service provided and dates services were provided. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
17. Provide a Report regarding receipt of any notices from regulatory agencies, i.e., violations, warning notices, consent orders: ☐ Yes ☐ None received
18. Disposal site and location: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attachment "B"

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 Bid No.: 16-1069DC – Sale of Biosolids, for the following reason(s):

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

REMARKS:

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

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
(Print or type name and title of above signer)



ATTACHMENT C  
**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**

SWORN STATEMENT PURSUANT TO ARTICLE V,  
MANATEE COUNTY PROCUREMENT CODE

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

This sworn statement is submitted to the Manatee County Board of County Commissioners by

\_\_\_\_\_  
[Print individual's name and title]

\_\_\_\_\_ for \_\_\_\_\_ [Print name of entity submitting sworn statement]

whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.

I understand that no person or entity shall be awarded or receive an Owner's Agreement for public improvements, procurement of goods or services (including professional services) or an Owner's lease, franchise, concession or management agreement, or shall receive a grant of Owner's monies unless such person or entity has submitted a written certification to Owner 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 Owner's Purchasing Official, 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.

ATTACHMENT C

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

(Continued)

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 Owner's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Owner.

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 AGREEMENT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

\_\_\_\_\_  
[Signature]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
[Type of identification]

\_\_\_\_\_  
Notary Public Signature      My commission expires \_\_\_\_\_

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

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

IFB 16-1069DC Attachment D Historical Collections  
 Biosolids Pellet Production (tons)

<b>2012</b>	<u>Landfill</u>	<u>Sold</u>	<b>2013</b>	<u>Landfill</u>	<u>Sold</u>	<b>2014</b>	<u>Landfill</u>	<u>Sold</u>	<b>2015</b>	<u>Landfill</u>	<u>Sold</u>	<b>2016</b>	<u>Landfill</u>	<u>Sold</u>
Jan	1.86	291.9	Jan	0	316.94	Jan	0	340.18	Jan	0	369.46	Jan	0	359.25
Feb	2.87	423.22	Feb	0	462.81	Feb	0	397.31	Feb	0	155.85	Feb	0	345.58
Mar	47.54	335.02	Mar	0	219.53	Mar	0	250.65	Mar	0	133.76	Mar		
Apr	5.28	397.74	Apr	0	475.78	Apr	0	396.87	Apr	0	230.19	Apr		
May	0	290.36	May	0	446.73	May	0	307.87	May	0	273.09	May		
June	39.81	308.35	June	0	456.03	June	0	252.94	June	0	361.44	June		
July	0	270.3	July	0	400.66	July	0	354.94	July	0	255.92	July		
Aug	0	193.8	Aug	0	384.85	Aug	0	180.23	Aug	0	318.48	Aug		
Sep	0	140.11	Sep	0	318.43	Sep	0	74.78	Sep	0	194.43	Sep		
Oct	0	170.26	Oct	0	361.47	Oct	0	140.57	Oct	0	281.76	Oct		
Nov	0	167.65	Nov	0	336.47	Nov	0	164.89	Nov	0	383.83	Nov		
Dec	0	354.23	Dec	0	216.25	Dec	0	201.41	Dec	0	394.77	Dec		
<b>Total</b>	97.36	3342.94	<b>Total</b>	0	4395.95	<b>Total</b>	0	3062.64	<b>Total</b>	0	3352.98	<b>Total</b>	0	704.83

# MANATEE COUNTY BIOSOLIDS DRYER FACILITY - FISCAL REPORT

2015

	Pellets Tons	T Nitrogen %	T Phosphorus %	T Potassium %	T Solids %	pH std	Arsenic mg/kg	Cadmium mg/kg	Copper mg/kg	Lead mg/kg	Mercury mg/kg	Molybdenum mg/kg	Nickel mg/kg	Selenium mg/kg	Zinc mg/kg	Fecal MPN/g
Oct	140.57	5.68	2.62	0.348	91.5	6.30	<0.384	1.31	390	13.10	0.545	9.6	20.9	6.54	1700	<0.18
Nov	164.89	8.76	2.68	0.366	90.2	6.20	5.79	1.27	412	13.70	0.492	9.5	18.4	3.65	1590	<0.18
Dec	201.41	5.72	3.10	0.370	91.0	5.90	<11	1.40	380	8.50	0.360	7.8	14.0	32.00	1500	<0.18
Jan	369.46	4.16	2.70	0.460	91.4	6.30	<1.1	3.80	390	46.00	<0.04	9.7	16.0	24.00	1500	<0.18
Feb	155.85	6.27	3.10	0.600	90.9	6.20	<1.1	0.98	460	110.00	0.442	10.0	15.0	28.00	1900	<0.18
Mar	133.76	5.70	2.80	0.550	91.2	6.00	<1.1	1.30	410	<1.1	0.506	12.0	15.0	22.00	1800	<0.18
Apr	230.19	4.78	2.40	0.490	92.0	6.30	<1.1	1.40	350	7.70	0.545	9.4	16.0	12.00	1600	<0.18
May	273.09	5.81	2.90	0.550	91.2	6.30	<1.1	1.30	370	8.70	0.120	9.2	17.0	13.00	1600	<0.18
Jun	361.44	4.33	3.14	0.490	92.4	6.30	<1.1	1.40	500	11.00	0.592	11.8	17.0	5.81	2200	<0.18
Jul	255.92	5.65	3.51	0.340	92.1	6.10	<1.1	1.30	360	12.00	0.568	8.3	17.0	9.70	1600	<0.18
Aug	318.48	6.86	3.45	0.360	92.4	6.40	<1.1	1.30	430	13.00	0.627	9.0	17.0	8.20	1900	<0.18
Sep	194.43	5.55	3.16	0.310	92.6	6.10	<1.0	1.00	400	10.00	0.571	7.6	16.0	9.50	1600	<0.18
Total	2799.49															
Avg	233.29	5.77	2.96	0.436	91.57	6.20	5.79	1.48	404	23.06	0.49	9.49	16.61	14.53	1708	<0.18

**AGREEMENT NO. 16-1069DC  
FOR  
SALE OF WASTEWATER BIOSOLIDS**

**THIS Agreement** is entered into by and between the County of Manatee, a political subdivision of the State of Florida, hereinafter referred to as the "County" and -----, existing under the laws of the State of Florida, hereinafter referred to as "Vendor", with offices located at ----- (Phone: -----).

**WHEREAS**, the County desires to sell certain recovered materials produced in the operations of its business to Vendor and Vendor is in a position to purchase and collect said materials from the Manatee County BioSolids Dryer Facility (MCBDF) located at (County Landfill) 3331 Lena Road, Bradenton, Florida 34211.

**WHEREAS**, the County caused a public announcement (Invitation For Bid #16-1069DC) to be made, distributed, and published inviting bids for the purchase of wastewater biosolids and has selected the Vendor pursuant to the Manatee County Procurement Code.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and representations contained herein, the parties hereto agree as follows:

**ARTICLE 1. SCOPE OF SERVICE**

The Vendor covenants and represents to County that Vendor shall purchase, remove, and properly dispose of the wastewater biosolids as described in Exhibit "A", hereinafter referred to as the "Scope of Services".

**ARTICLE 2. EXHIBITS INCORPORATED**

The Agreement consists of a primary contract and eight (8) Exhibits, which are as follow:

- Exhibit "A" Scope of Services
- Exhibit "B" Payments to the County
- Exhibit "C" Affidavit of No Conflict
- Exhibit "D" Insurance
- Exhibit "E" Transportation Equipment
- Exhibit "F" Spill Abatement Plan of Action
- Exhibit "G" Safety Plan
- Exhibit "H" Permits, License, as applicable

These Exhibits are attached hereto and are incorporated into the Agreement. In the event of a conflict between the terms and conditions provided in the body of this Agreement and any Exhibit, the provisions contained within the Agreement shall prevail unless the term or provision in the Exhibit specifically states that it shall prevail.

### **ARTICLE 3. LIMITATION OF COSTS AND PAYMENTS**

Vendor shall pay to the County an amount in accordance with Exhibit "B" for the provision of the Scope of Services. Vendor has been advised that no Vendor or employee of the County may authorize a change in the amount stated in Exhibit "B". Any change in total compensation paid to the County must be authorized in writing by the Manatee County Board of County Commissioners or designee, through an Amendment to this Agreement.

### **ARTICLE 4. CONTRACT TERM**

Unless renewed or terminated as provided in this Agreement, this Agreement shall be for a period of three (3) years, commencing on the date of execution by the County (herein the "effective date") and ending three (3) years later.

By Amendment, this Agreement may be renewed for three (1) additional one (1) year periods for a total contract duration of six (6) years upon mutual consent of both parties and negotiation of payment.

### **ARTICLE 5. NON-PERFORMANCE AND TERMINATION**

This Agreement may be terminated as follows:

- A. Failure of the Vendor to meet the pickup requirements will be considered justifiable reason for cancellation of this Agreement. Failure to make prompt payment will be just cause for the County to sell all material collected during the balance of the period covered by the contract in the open market and charge any loss occasioned thereby to the Vendor and cancel the contract without further notice.
- B. If the County determines that the performance of the Vendor is not satisfactory, the County shall have the option of (1) immediately terminating the Agreement, or (2) notifying the Vendor of the deficiency with a demand that the deficiency be corrected within a specified reasonable time, otherwise the Agreement shall be deemed terminated at the end of such time.
- C. This Agreement may be terminated by either party for any reason or for no reason by giving to the other party no less than thirty (30) days written notice of intent to terminate. County may terminate this Agreement immediately by delivery of written notice to Vendor upon determining that Vendor has failed to comply with the terms of this Agreement. The notice shall specify the manner in which the Vendor has failed to comply with this Agreement.
- D. Upon expiration or termination of this Agreement for any reason, the Vendor shall prepare and relinquish to the County all final reports and documents required by the terms of the Agreement up to the date of termination and shall submit all payments due within ten (10) calendar days after termination of this Agreement.

## **ARTICLE 6. NOTICES**

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail postage paid, certified or registered mail, return receipt requested, or by hand delivery and addressed as follows:

To the Vendor:                    ---company---  
   Attn: ---contact---  
   ---address---  
   ---city---

To the County:                    Manatee County Utilities  
   Attn: Charles (Mike) Gore, Director  
   4410 66<sup>th</sup> Street West  
   Bradenton, Florida 34210

Notice of termination shall be served by certified or registered mail, return receipt requested or by hand delivery.

## **ARTICLE 7. EMERGENCY CONTACT**

Vendor to provide contact information for notifications in the servicing of this Agreement; and shall immediately notify the County in the event of a change or alternate in this contact information. Vendor shall provide the name and phone number of a permanent contact to address issues of collection, program expansion, complaints, payments, etc.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Vendor's 24-hour, seven day week emergency activation number: \_\_\_\_\_

## **ARTICLE 8. TRANSITION SERVICES UPON TERMINATION**

Upon termination or expiration of this Agreement, Vendor shall cooperate with County to assist with the orderly transfer of the services provided by Vendor to County. Prior to termination or expiration of the Agreement, County may require Vendor to perform and, if so required, Vendor shall perform, certain transition services necessary to shift the services of Vendor to another provider or to County itself as described below (hereinafter referred to as the "Transition Services"). The Transition Services may include but shall not be limited to:

- A. Working with County to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the services;
- B. Performing the Transition Services plan activities;
- C. Answering questions regarding the services on an as-needed basis; and

- D. Providing such other reasonable services needed to effectuate an orderly transition to a new service provider or to County.

## **ARTICLE 9. DISPUTE RESOLUTION**

Disputes shall be resolved in accordance with Sections 2-26-63 and 2-26-64 of the Manatee County Procurement Code. Any dispute resolution constituting a material change in this Agreement will not be final until approved by the County Administrator or designee. If such dispute involves the percentage of the work completed by Vendor, Vendor shall, as promptly and reasonably as possible after resolution of such dispute, forward payment to County of any amount determined to be due and owing. The parties shall bear their own attorneys' fees and costs related to dispute resolution regardless of the resolution of the dispute.

## **ARTICLE 10. RESPONSIBILITIES OF COUNTY**

- A. County shall inform Vendor of its designated Contract Manager. The Contract Manager shall have the authority to transmit instructions, receive information, interpret and define the policy of County, and make decisions pertinent to services covered by this Agreement subject to oversight by the County Administrator and legal advice by the County Attorney. County reserves the right to designate a different Contract Manager, provided that Vendor is given written notice thereof. The Contract Manager is not authorized to approve any amendment, revision or change order to this Agreement absent a pre-approved amendment to the Agreement.
- B. County shall conduct inspections of property for code violations.
- C. County shall make available, at no cost to Vendor, information relative to the project that is useful in the performance of the Scope of Services.
- D. County shall give prompt notice to Vendor whenever County determines there is a defect in Vendor's performance.
- E. County shall give careful and reasonable consideration to the findings and recommendations of Vendor, and shall respond in a timely manner so as not to unduly delay Vendor's performance under this Agreement.

## **ARTICLE 11. RESPONSIBILITIES OF VENDOR**

- A. Vendor shall notify County of its lead Agent with respect to the services to be performed by Vendor pursuant to this Agreement. Vendor's Agent shall have the authority to make representations on behalf of Vendor, receive information, give instruction to other agents of Vendor, interpret and define the needs of Vendor, and make decisions pertinent to services covered by the Agreement. Subject to



the limitations of this Agreement, Vendor may designate a different lead Agent, provided that County is given written notice thereof.

- B. Vendor shall perform the services in accordance with the terms and conditions of this Agreement. Vendor shall provide all tools, materials, goods, and services required in the performance of this Agreement.
- C. Vendor shall ensure that all employees assigned to render services under this Agreement are duly qualified, registered, licensed, or certified to provide the services required. All services shall comply with such reasonable supplemental written memoranda and directives provided by County's Contract Manager which are not in conflict with this Agreement.
- D. Vendor shall not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the services provided pursuant to this Agreement. Vendor acknowledges this obligation and has executed the Affidavit of No Conflict, attached as Exhibit "C".

#### **ARTICLE 12. RECORDS: AUDITS: LICENSES**

- A. Vendor shall maintain accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by County to assure proper accounting of funds and compliance with the provisions of this Agreement. Biosolids Facility permit requires a five (5) year record retention.
- B. Vendor shall provide County all information, reports, records and documents required by this Agreement or by County ordinances, rules or procedures, or as needed by County to monitor and evaluate Vendor's performance. Such materials shall also be made available to County for audit purposes. Inspection or copying will occur during normal business hours, and as often as County may deem necessary. County may request an audit prepared by an independent certified public accountant regarding the regulatory fees collected and remitted pursuant to Exhibit "B". Vendor, at its sole cost and expense, shall cause such audit to be prepared and submitted to County within the time period requested by County. County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or Vendor made by any local, state or federal agency. To the extent such materials are in the possession of a third party, Vendor must obtain them from that third party, or certify to County why it was unable to do so. Vendor shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least five (5) years after the termination date.
- C. Vendor shall obtain any licenses required to provide the Scope of Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to County within ten (10) days after receipt by Vendor. Vendor shall immediately inform

County if it or any of its principals or agents working on this Agreement lose, or have suspended, any required license.

### **ARTICLE 13. PUBLIC RECORDS ACT COMPLIANCE**

Pursuant to Section 119.0701, Florida Statutes, to the extent Vendor is performing services on behalf of County, Vendor must:

- A. Keep and maintain public records required by public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT OWNER'S CUSTODIAN OF PUBLIC RECORDS AT (941) 742-5845, [Debbie.Scaccianoce@mymanatee.org](mailto:Debbie.Scaccianoce@mymanatee.org), Attn: Records Manager, 1112 Manatee Ave W., Bradenton, FL 34205.**

### **ARTICLE 14. NON-PUBLIC INFORMATION**

Vendor agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without County's prior written consent, or unless incident to the proper performance of Vendor's obligations hereunder, or

produced in judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services rendered by Vendor pursuant to this Agreement. Vendor shall require all of its employees and subcontractors to comply with the provisions of this contract.

#### **ARTICLE 15. INDEMNIFICATION**

Vendor shall indemnify and hold harmless County, its officers, employees and agents, from and against any and all claims, suits, actions, causes of action, damages, liabilities, losses and costs, including but not limited to attorneys' fees and paralegals' fees, caused or contributed to by the negligence, recklessness, or intentional wrongful conduct or omissions of Vendor or anyone employed or utilized by Vendor in the performance of the Agreement. Such indemnification shall include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. County reserves the right to defend itself with its own counsel or retained counsel at Vendor's expense. 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 be deemed to affect the rights, privileges and immunities of County as set forth in Section 768.28, Florida Statutes.

#### **ARTICLE 16. FORCE MAJEURE**

Neither party shall be in default of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure. Force Majeure shall include, but shall not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, hurricane, or other disruptive event of nature, act of terrorism, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause, whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Agreement is beyond the control and without the fault of the party seeking to invoke this paragraph.

#### **ARTICLE 17. INSURANCE**

- A. Vendor shall maintain insurance policies that comply with the Insurance Requirements, attached as Exhibit "D", during the term of this Agreement, including any renewal terms.
- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in Exhibit "D" shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement. No

changes shall be made to the insurance coverage without prior written approval by County's Risk Management Division.

- C. Insurance shall remain in force for at least two (2) years after completion of services under this Agreement in the amounts and types of coverage as required by Exhibit "D", including coverage for all products and services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by Vendor and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.
- E. Nothing in this Agreement shall be interpreted as a waiver by County of its rights, including the limitations of the waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other statute, and County expressly reserves these rights to the full extent allowed by law.

#### **ARTICLE 18. RELATIONSHIP OF PARTIES**

The relationship of the Vendor to the County shall be that of an independent Vendor. Nothing herein contained shall be construed as vesting or delegating to the Vendor or any of the officers, employees, personnel, agents, or subcontractors of the Vendor any rights, interest or status as an employee of the County. The County shall not be liable to any person, firm or corporation that is employed by contract with or provides goods or services to the Vendor in connection with the Scope of Services or for debts or claims accruing to such parties. The Vendor shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

#### **ARTICLE 19. ASSIGNMENT AND SUBCONTRACTS**

The Vendor has represented to the County that it has the in-house capabilities, resources and expertise to perform the services required by this Agreement. Therefore, the Vendor shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of the County. In the unlikely event the Vendor asserts it is necessary to utilize the services of third parties to perform any service under this Agreement, Vendor shall first obtain prior written approval of the County. Approval to utilize any third party shall not relieve the Vendor from any direct liability or responsibility to the County pursuant to the provisions of this Agreement, or obligate the County to make any payments other than payments due to the Vendor as outlined herein.

#### **ARTICLE 20. OWNERSHIP AND SALE OF RIGHTS; SUCCESSORS BOUND**

The identity of the person or the entity, if not an individual, who or which shall be the owner or holder of the rights granted under this Agreement is very important to the County. Therefore, in addition to the limitations of the Article above, Vendor shall not,

without prior written consent of the County, sell, pledge, transfer or otherwise encumber this Agreement, or the rights granted therein, to any third party. Assignment, pledging, sale, transferring, or encumbering of any interest in or under this Agreement or the rights thereunder, to anyone other than the Vendor, without the prior written consent of the County, shall be grounds for immediate termination of this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

## **ARTICLE 21. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT**

The Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for the Vendor, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement, without liability or at its discretion to deduct from the contract price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

## **ARTICLE 22. TAXES**

County is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, Vendor is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect Vendor's normal tax liability.

Vendor shall, at its own expense, pay federal, state, and local taxes which may be levied or imposed upon Vendor under applicable law to the extent that Vendor is responsible for the payment of such taxes.

## **ARTICLE 23. MISCELLANEOUS TERMS**

- A. **Ethical Conduct; Media Relations.** Vendor recognizes that in rendering the services required in this Agreement, it is working for the interests of the citizens of Manatee County, Florida, subject to public observation, scrutiny and inquiry. Based upon said recognition, Vendor shall, in all of its interactions with County and its citizens and business interests, conduct itself in accordance with the utmost professionalism and ethical standards, including any professional ethical codes related to the various professionals who will be working on this Agreement. To ensure County is properly represented in any media stories related to this Agreement, Vendor's agents shall refer any media requests for interviews, information or comments to County's Contract Manager for response.

- B. **Compliance with Laws; Non-Discrimination.** The performance of this Agreement shall be in compliance with all applicable statutes, laws, ordinances, codes, rules and regulations of federal, state, regional and certain local governmental agencies and authorities. Additionally, Vendor covenants and agrees that no person shall on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of employment by Vendor, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by the County.
- C. **Entire Agreement; Amendments; Calculation of Days.** This Agreement and the exhibits attached hereto and incorporated herein constitute the entire, fully integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements between the parties with respect thereto, excepting any past or contemporaneous written or verbal agreements expressly and clearly incorporated by reference within this Agreement. This Agreement may be amended only by written document, properly authorized, executed, and delivered by both parties hereto. Any act or delivery that must be completed on a Saturday, Sunday, or County holiday shall be adequate if performed or delivered on the following business day.
- D. **No Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision of any portion of this Agreement, either at the time the breach or failure occurs, or at any time throughout the term of this Agreement.
- E. **Governing Law; Jurisdiction and Venue.** Vendor consents and agrees that all legal proceedings related to the subject matter of this Agreement shall be governed by the laws of and maintained in courts sitting within the State of Florida. The Vendor further consents and agrees that jurisdiction for such proceedings shall lie exclusively with Florida courts and venue shall be in Manatee County, Florida or if in federal court the Middle District of Florida, Tampa Division.
- F. **Attorneys' Fees and Costs.** Each Party hereto shall be solely responsible for paying its attorney's fees and costs in any protest, litigation, appeal, dispute resolution proceeding, settlement negotiation or any other matter related to this Agreement, regardless of outcome.
- G. **No Conflict.** By accepting award of this Agreement, Vendor, for itself and its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or services required hereunder.
- H. **Public Entity Crimes.** Vendor has been made aware of the Florida Public Entity Crimes Act, Section 287.133, Florida Statutes, specifically paragraph 2(a), and County's requirement that Vendor comply with said Act in all respects prior to and during the term of this Agreement.

- I. **Joint Preparation.** The parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement.
- J. **Legal References.** All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions and refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.
- K. **Severability.** The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid term or provision should not affect the validity of any term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent hereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.
- L. **No Conflict.** By accepting award of this Agreement, Vendor, for itself and its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or services required hereunder.

## **ARTICLE 24. AGREEMENT**

This is not an exclusive contract. Except as specifically provided for herein with respect to the Vendor's use of the areas as designated and as provided in this Agreement, the County shall at all times continue to retain and have the unqualified right to make any and all determinations concerning or relating to the Facilities, including but not limited to, scheduling of events, establishing operating procedures, and/or safety standards.

**Headings.** This Agreement is to be read as a whole. All titles, articles, and descriptive headings of paragraphs herein are inserted for convenience only and shall not affect the construction or interpretation of the Agreement's actual terms.

**Authority to Execute.** Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

**IN WITNESS WHEREOF**, the parties have executed this Agreement No. 16-1069DC for the SALE OF WASTEWATER BIOSOLIDS.

**---company---**

By:\_\_\_\_\_

Print Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

COUNTY OF MANATEE FLORIDA

By:\_\_\_\_\_

Melissa M. Wendel, CPPO  
Purchasing Official

Date: \_\_\_\_\_



**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**A.01 BACKGROUND**

Manatee County ("County") owns and produces Class "AA" pellets, also described as biosolids, at the Manatee County Biosolids Dryer Facility (MCBDF), located at 3331 Lena Road, Bradenton, Florida 34211. The biosolids produced range in size from 1 to 4 millimeters and are dried to between 90% and 95% solids by weight, containing predominately organic matter, with inorganic matter meeting the limits established in EPA 503 sludge regulations.

Under normal operations there will be an average of 15 to 30 tons of biosolids to be collected each day, Monday through Thursday, from the MCBDF; and it is the County's intent of this contract for a Vendor to purchase, remove, and properly dispose of the collected biosolids.

NOTE: Manatee County does not warrant the usefulness of the pellets neither expressed nor implied.

**A.02 REQUIREMENTS**

1. **COMMUNICATION:** Because of the fluctuation in load schedules, daily communication between the County and the successful bidder is paramount in the scheduling of collections. The successful bidder's personnel must be able to fluently speak and understand the English language, or the successful bidder must provide a translator to ensure that information relating to this contract is understood when communicating with the County.

The successful bidder shall respond within thirty (30) minutes to each communication from the County.

The successful bidder shall provide the County with a 24-hour, seven day a week emergency number for notification purposes; and shall provide the County with the name and telephone number of a permanent contact to address issues of collection, program expansion, complaints, payments, etc.

2. **REMOVAL:** The biosolids are stored in silos and shall be collected from the MCBDF at a rate compatible with the amount generated by or accumulated at the MCBDF as agreed to by the County and the successful bidder. The schedule is anticipated to be on an as needed basis Monday through Thursday, between the hours of 8:00 A.M. and 4:00 P.M. Daily communication shall be made Monday through Thursday with MCBDF staff to coordinate the biosolids removal by the successful bidder.

The successful bidder shall remain flexible to changes in the removal schedule to accommodate MCBDF operations. The successful bidder shall immediately notify the County whenever unforeseen situations occur that would interfere with the

scheduled removal of the biosolids. Under no circumstances shall the successful bidder delay the removal of the biosolids more than twenty-four (24) hours from the approved schedule unless authorized by the County.

Note: There may be times that the County will dispose of the biosolids at the Manatee County Landfill due to testing that reveals out of tolerance levels as specified in the Florida Department of Environmental Regulations disposal criteria. This disposal is the sole responsibility of Manatee County.

3. NON-SCHEDULED REMOVAL: The successful bidder shall respond within twenty-four (24) hours to the County's request to **remove biosolids regardless of weather conditions**. If no other means are available, the successful bidder shall deliver the biosolids to an approved landfill at the successful bidder's expense within the same twenty-four (24) hour time frame.
4. TRANSPORT OF BIOSOLIDS: The successful bidder shall comply with all Florida Department of Transportation (FDOT) regulations throughout the term of this agreement. No representations are made by Manatee County with respect to the maximum weight restrictions imposed by the FDOT for commercial transportation on public thoroughfares. The successful bidder shall provide all traffic control devices and methods necessary to perform its responsibilities hereunder.

The successful bidder shall only use dedicated vehicles to transport biosolids relating to this contract. The dedicated vehicles shall have leak-free tailgates and covers to prevent wind dispersal of the biosolids during transport.

The dedicated vehicles shall be in good mechanical condition, in a clean condition, and in a manner which will adequately control odors. To assist in the cleaning and controlling odors, the successful bidder shall utilize the Manatee County wash-down facility after loading biosolids and prior to leaving the site as directed by the County.

The successful bidder shall secure and maintain via ownership and/or leasehold interest, sufficient transportation equipment to perform the services specified herein. The successful bidder shall use only equipment that conform in size to the access, loading, and off-loading limitations of the MCBDF.

The successful bidder shall submit with their contract, and update as appropriate:

- A list of all transportation equipment to be utilized including the year, model, type, and capacity.
- An official weights and measures document or a copy of the current vehicle registration for each vehicle used for transporting biosolids which verifies the capacity of that vehicle.
- No replacement or supplemental vehicle to transport biosolids shall be used until the documentation prescribed herein has been provided to the County for that vehicle.

5. VERIFICATION OF REMOVAL: The successful bidder's transport vehicles shall be weighed empty at the beginning of the contract period and a numbered decal shall be assigned and placed on each transport vehicle (to shorten the weighing process).

The successful bidder will set up an account with the Manatee County Utilities Department prior to the start of the contract. When collecting biosolids, transport vehicles will be weighed in and weighed out at the Manatee County Landfill Scalehouse (located at 3333 Lena Road, Bradenton, Florida 34211).

For each load of biosolids collected from the MCBDF, a receipt will be issued by the County Landfill Scalehouse at time of removal. Each receipt shall indicate: 1) the successful bidder's account number; 2) the weight of the biosolids removed; 3) the time and date of removal; 4) the truck identification number; 5) the printed name of the driver and signature as provided by the driver. This receipt shall be provided to the County with payment.

The successful bidder's work shall be subject to inspection by the County for compliance with applicable regulations, permit requirements, and the terms and conditions specified herein. Within forty-eight (48) hours of notification of such determination, the successful bidder shall correct all work that is determined by the County to be unsatisfactory. The successful bidder shall not charge callback or follow-up work to correct unsatisfactory work to the County if such work is determined by the county to be the result of faulty workmanship by the successful bidder.

6. DISPOSAL OF BIOSOLIDS: The successful bidder shall accept responsibility for the proper disposal and/or reuse of all biosolids collected from the County. The successful bidder acknowledges their awareness of, and agrees to comply with, the requirements of the Title 40, Part 503 of the CFR, Chapter 62-640 of the F.A.C.; and the operating Permit of each applicable County facility in the disposal of all such biosolids removed by the successful bidder from the County facility.

The successful bidder shall provide the name, address, and telephone number of all final designated disposal and/or processing sites. The final disposal site(s) must be operated in such a manner so as to comply with all federal, state, and local agencies rules, regulations, and ordinances.

7. REPORTING: The successful bidder shall maintain the records prescribed in Rule 72-640.650(2)(a), F.A.C. for all biosolids applied to disposal sites. Such disposal site records shall be available for inspection by Manatee County at all times during normal business hours.

Within ten (10) days following each calendar quarter, the successful bidder shall file with the County for all biosolids applied during the prior quarter either, copies of all such records or a report which summarizes the information contained in those records. Within five (5) days following a request therefore, the successful bidder shall provide the County with a copy of all disposal site records requested.

8. CLEAN-UP: The successful bidder shall be solely responsible for the timely and thorough clean-up, at no additional cost to Manatee County, of each spillage, leakage, or escape of biosolids or other material resulting from the successful bidder's operations hereunder or which is caused through the negligence or willful misconduct of the successful bidder or any of its officers, agents, employees, or subcontractors. The successful bidder shall immediately notify the County, as appropriate of any incident requiring such clean-up.

The successful bidder shall take all necessary and appropriate precautions and measures to immediately contain each such spillage, leakage, or escape and prevent it from entering any public or private storm water drainage system or bodies of water of the State. Within 12 hours of the time of spill, the successful bidder shall commence clean-up activities and sanitize the site of each such spillage, leakage, or escape; and return the site to the condition of the property that existed immediately prior to such occurrence.

The successful bidder shall notify regulatory agencies and submit appropriate report forms within twenty-four (24) hours, with a copy provided to the County. **The successful bidder shall furnish with their contract a "Spill-Abatement Plan of Action" that addresses spills and their clean-up.** The Plan shall identify, at a minimum: a) individuals to be contacted, b) notification protocols, forms, and procedures, c) clean-up activities, and d) containment and discharge-abatement methods.

9. SAFETY: All services shall be performed in a professional, safe and workmanlike manner with collection area left clear of debris. All vehicles involved in the transportation of the biosolids leaving the County facilities must be equipped in a manner that will prevent escape of materials or fluids that may create litter, safety risks, and environmental damage, or that otherwise may become dislodged during transport.

**The successful bidder shall furnish with their contract a Safety Plan.** The Plan shall identify, at a minimum: a) individuals to be contacted, b) notification protocols, forms, and procedures, c) clean-up activities, and d) containment and discharge-abatement methods.

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

**The successful bidder shall provide a complete report regarding the receipt of any notices from local, state, or federal agencies, i.e., warning notices, consent orders, notices of violations within five (5) days of receiving such notice.**

10. OWNERSHIP OF MATERIALS: The ownership of all biosolids shall vest in the County at the time said materials are placed at the collection facility and will remain the property of the County until such time as the biosolids are loaded onto the successful bidder's transport vehicle.
11. COMPLIANCE: The successful bidder shall obtain and maintain all licenses and permits required by regulatory agencies having jurisdiction over the successful bidders operations and shall comply with all regulatory agencies having jurisdiction over the removal, transport, and disposal of biosolids throughout the term of this contract.

The successful bidder shall comply with all applicable requirements set forth in the:

- EPA Regulations, Title 40 CFR, Part 503 (Standards for the Use or Disposal of Sewage Sludge) as published in the Federal Register in December 1994 and in subsequent amendments throughout the term of the resulting contract.
- Chapter 62-640, Florida Administrative Code, (Domestic Wastewater Residuals) and in subsequent amendments throughout the term of the resulting contract.

**Upon award of the resulting contract, the successful bidder shall immediately submit the necessary permit modifications for all primary and secondary facilities..**

**EXHIBIT "B"**  
**PAYMENTS TO THE COUNTY**

The Vendor shall remit monthly payments to the County of ---- per ton of the full weight of the biosolids removed from the contracted site. Payment shall be paid to the County by the fifteenth (15th) day the following month (due date).

To coincide with the above monthly payments, a copy of the County's (Landfill) certified scale receipts with a summary statement outlining each removal event shall be submitted to the County on or before the fifteenth (15th) of each month for the previous month.

In the event Vendor fails to pay County any of the fees or charges due under the provisions of this Agreement, interest at one and one half percent (1 ½ %) per month shall accrue against each delinquent payment until same is paid. Interest shall be charged from the payment due date. Neither the inclusion of this provision, nor its implementation, shall preclude the County from terminating this Agreement for default or from pursuing any other remedies as provided herein or by law. The County's acceptance of late payment of any fees or charges shall not constitute a waiver of County's right to terminate this Agreement in the event of any subsequent default by Vendor in the payment of any fees or charges on the date the same shall be due and payable.

NOTE: Production will vary during the year; these variances will not affect the removal by the Vendor of the biosolids as required by the County.

The Per Unit Cost includes all costs related to the collection, removal, transportation and proper disposal of the specified biosolids.

Checks shall be made payable to Manatee County Board of County Commissioners.

Mailing address: Manatee County Government  
Attention: Treasury Management  
Post Office Box 1000  
Bradenton, Florida 34206

**EXHIBIT "C"**  
**AFFIDAVIT OF NO CONFLICT**

COUNTY OF \_\_\_\_\_,

STATE OF \_\_\_\_\_,

BEFORE ME, the undersigned authority, this day personally appeared,  
\_\_\_\_\_, a principal with full authority to bind  
\_\_\_\_\_ hereinafter the "Lessee"), who being  
first duly sworn, deposes and says:

(a) is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the Lessee to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) has provided full disclosure of prior work history and qualifications that may be deemed to raise possible question of conflict(s).

Affiant makes this affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement for

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

SUBSCRIBED to and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[Notary Seal]

Notary Public

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Print Name

Personally Known \_\_\_\_\_ or Produced Identification  
Type of Identification Produced \_\_\_\_\_

**EXHIBIT "D"**  
**INSURANCE REQUIREMENTS**

Vendor shall, at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida.



**EXHIBIT "E"**  
**TRANSPORTATION EQUIPMENT**

Vendor to provide Equipment List and Operating Procedures

**EXHIBIT "F"**  
**SPILL ABATEMENT PLAN OF ACTION**

Vendor to provide.

**EXHIBIT "G"**  
**SAFETY PLAN**

Vendor to provide

**EXHIBIT "H"**  
**PERMITS, LICENSE**

Vendor to provide.