



**INVITATION FOR BID
(IFB) #13-2259-OV
Collection / Removal of Scrap Materials
Manatee County, Bradenton, FL**

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

It is the intent of Manatee County to enter into an Agreement for the Collection and Removal of Scrap Metal from various locations within Manatee County in accordance with the terms, conditions and specifications detailed in this Invitation for Bid.

INFORMATION CONFERENCE

In order to insure that all prospective bidders have sufficient information and understanding of the County's needs, an **Information Conference** will be held on **November 7, 2013 at 1:00 PM at the Public Works Location: 1022 26th Avenue East, Bradenton, FL 34208, Conference Room "A"**. Attendance is not mandatory, but is highly encouraged.

DEADLINE FOR CLARIFICATION REQUESTS: November 15, 2013
(Reference Bid Article A.06)

TIME AND DATE DUE: 3:00 PM ON DECEMBER 6, 2013.

Manatee County Purchasing Division, 1112 Manatee Avenue West, Bradenton, FL 34205.

FOR INFORMATION CONTACT:
Olga Valcich (941) 749-3055
olga.valcich@mymanatee.org

AUTHORIZED FOR RELEASE: *Heidi W. Walker*



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Important Note: Lobbying is prohibited (reference Bid Article A.08)

FOR INFORMATION CONTACT
Olga Valcich (941) 749-3055
Email: olga.valcich@mymanatee.org

A.03 BID DOCUMENTS (Continued)

Note: The County posts the Notice of Intent to Award seven (7) calendar days prior to the effective date of the Award.

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

A.04 SECURING OF DOCUMENTS

Complete individual copies of the Bid documents for the project and/or products 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. A complete set of the Bid documents must be used in preparing Bids. The County assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of Bid documents.

A.05 MODIFICATION OF BID SPECIFICATIONS

If a Bidder wishes to recommend changes to the Bid specifications, the Bidder shall furnish in writing, data and information necessary to aid the County in evaluating the request to modify the Bid specifications. The County is not obligated to make any changes to the Bid specifications. Unless an addendum is issued, the Bid specifications shall remain unaltered. **Bidders must fully comply with the Bid specifications, terms, and conditions.**

A.06 DEADLINE FOR CLARIFICATION REQUESTS

November 15, 2013 at 5:00 PM shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids to the Manatee County Purchasing Office.

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

A.07 CLARIFICATION & ADDENDA

Each Bidder shall examine all Invitation for Bids documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids shall be made through the Manatee County Purchasing Division. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of a written addendum is the only

**SECTION A:
INFORMATION TO BIDDERS**

A.01 OPENING LOCATION

Sealed Bids will be **publicly opened** at **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 be present.

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

A.02 SEALED & MARKED

One original and two copies of your **signed Bid** shall be submitted in one sealed package clearly marked on the outside **"Sealed Bid (IFB)#13-2259-OV, Collection / Removal of Scrap Materials" with your company name.**

Address package to: Manatee County Purchasing Division
 1112 Manatee Avenue West, Suite 803
 Bradenton, Florida 34205

A.03 BID DOCUMENTS

Bids on <http://www.mymanatee.org>, Bid documents and the notices of Intent to Awards related to those Bids are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "Bids and Proposals" You may view and print these files using Adobe Acrobat software. You may download a free copy of this software (Adobe from the Owner's web page if you do not have it.

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

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

A.07 CLARIFICATION & ADDENDA (Continued)

If any addenda are issued to this Invitation for Bid, the County will broadcast the addenda on the Demand Star distribution system to “Planholders” on this web service, and post the documents on the Purchasing Division’s web page at <http://www.mymanatee.org> which can be accessed by clicking on the “Purchasing” button and then clicking on the “Bids” button. It shall be the responsibility of each Bidder, prior to submitting their bid, to contact Manatee County Purchasing (see contact on page 1) to determine if addenda were issued and to make such addenda a part of their bid.

A.08 LOBBYING

After the issuance of any Invitation for Bid, prospective Bidders, or any agent, representative or person acting at the request of such Bidder shall not contact, communicate with or discuss any matter relating in any way to the Invitation for Bid with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the Invitation for Bid. This prohibition includes the act of carbon copying officers, agents or employees of Manatee County on email correspondence. This requirement begins with the issuance of an Invitation for Bid, and ends upon execution of the final Contract or when the invitation has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code of Law Chapter 2-26.

A.09 UNBALANCED BIDDING PROHIBITED

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

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

In the event the County determines that a bid is presumed unbalanced, it will request the opportunity to, and reserves the right to, review all sources quotes, Bids, price lists, letters of intent, etc., which the Bidder obtained and upon which the Bidder relied upon to develop the bid. The County reserves the right to reject as non-responsive any

A.09 UNBALANCED BIDDING PROHIBITED (Continued)

presumptive unbalanced Bids where the bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

A.10 FRONT END LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities to occur early in the project schedule, such as: mobilization, clearing and grubbing; or maintenance of traffic, that are substantially higher than pricing of competitive Bidders within the same portion of the project schedule, will be presumed to be front end loaded. Front end loaded Bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the Vendor to complete the work or otherwise creating an appearance of an under-capitalized Bidder.

In the event the County determines that a Bid is presumed to be front end loaded, it will request the opportunity to, and reserves the right to, review all source quotes, Bids, price lists, letters of intent, etc., which the bidder obtained and upon which the Bidder relied upon to develop the pricing or acquisition timing for these Bid items. The County reserves the right to reject as non-responsive any presumptive front end loaded Bids where the Bidder is unable to demonstrate the validity and/or necessity of the front end loaded costs.

A.11 WITHDRAWAL OF OFFERS

Vendor may withdraw offers as follows: a) Mistakes discovered before the opening of a solicitation may be withdrawn by written notice from the Bidder submitting the offer. This request must be received in the office designated for receipt of offers in the solicitation document prior to the time set for delivery and opening of the offers. A copy of the request shall be retained and the unopened offer returned to that Vendor. b) After the responses to a solicitation are opened or a selection has been determined, but before a Contract is signed, a Vendor alleging a material mistake of fact may be permitted to withdraw their offer if: (1) the mistake is clearly evident on the solicitation document; or (2) the Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw and offer must be in writing and approved by the Purchasing Official.

A.12 IRREVOCABLE OFFER

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

A.13 BID EXPENSES

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

A.14 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all Bids, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the Bid and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County. For all items combined, the Bid of the lowest responsive, responsible bidder will be accepted, unless all bids are rejected. The lowest responsible Bidder shall mean **that Bidder who makes the lowest Bid to sell goods and/or services of a quality which meets** or exceeds the quality of goods and/or services set forth in the attached specifications or otherwise required by the County, and who is fit and capable to perform the Bid as made.

To be responsive, a Bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the Invitation For Bid. To be a responsible Bidder, the Bidder shall have the capability in all respects to perform fully the Contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any Bidder to furnish the service requested. Information the County deems necessary to make this determination shall be provided by the Bidder. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

A.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 any Manatee County procurement shall be in accordance with Manatee County Purchasing Ordinance as amended. Any actual or prospective Bidder who is aggrieved in connection with the solicitation or award of a Contract may protest to the Board of County Commissioners of Manatee County as required by the Manatee County Code of Laws.

A.16 COLLUSION

By offering a submission to this Invitation For Bid, the Bidder certifies that he has not divulged, discussed or compared their Bid with 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;

A.16 COLLUSION (Continued)

- b. any prices and/or cost data quoted for this Bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the Bidder, prior to the scheduled opening, directly or indirectly to any other Bidder or to any competitor;
- c. no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition;
- d. the only person or persons interested in this Bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the Contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by Bidder for purpose of doing business.

A.17 CODE OF ETHICS

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

By submitting a Bid, the Bidder represents to the 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 its Bid or any related presentation, such Bidder will be disqualified from eligibility to perform the work described in this Invitation for Bid, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids or proposals to supply good or services to Manatee County.

A.18 BID FORMS

Bids must be submitted on attached County 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 offer and bind the company. Bidders must fully comply with all Bid specifications, terms and conditions.** Failure to comply shall result in contract default, whereupon, the defaulting Vendor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

A.19 LEGAL NAME

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

A.20 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

A person or affiliate who has been placed on the State's convicted vendor list following a conviction for a public entity crime, as that term is defined in Florida Statute (F.S.) § 287.133, may not submit a Bid, Proposal, or reply on a Contract to provide any goods or services to a public entity; may not submit a Bid, Proposal, or reply on a Contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, Proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a Vendor, Supplier, Subvendor, or Consultant under a Contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute § 287.017 for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted list.

In addition, Manatee County Code of Law prohibits the award of any Contract 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 insure compliance with the foregoing, the Code requires all persons or entities desiring to Contract with the 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 the 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 is attached for this purpose.

A.21 DISCOUNTS

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

A.22 TAXES

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

A.23 DESCRIPTIVE INFORMATION

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

A.24 AMERICANS WITH DISABILITIES ACT

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

A.25 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Manatee County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and title 15, Part 8 of the Code of Federal Regulations, Manatee County hereby notifies all prospective offerors that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of contract.

A.26 MBE/WBE

The State of Florida, **Office of Supplier Diversity** provides the certification process and the database for identifying certified MBE/WBE firms. This service may be directly accessed at: <http://www.osd.dms.state.fl.us/iframe.htm>

If you have any questions regarding this State service, please contact their office at (850) 487-0915.

A.27 MATHEMATICAL ERRORS

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. All bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

A.29 DISCLOSURE

Upon receipt all inquiries and responses to inquiries related to this Invitation for Bid become "Public Records" and are subject to public disclosure consistent with Chapter 119, Florida Statutes.

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

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

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 12 months after the initial notice rejecting all bids.

A.30 E-VERIFICATION

Vendor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. All persons employed by the Vendor during the term of the Contract perform employment duties within Florida: and
2. All persons, including subvendors, assigned by the Vendor to perform work pursuant to the contract with the State Agency.

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

END OF SECTION A

SECTION B: GENERAL TERMS AND CONDITIONS

B.01 CONTRACT FORM

The agreement resulting from the acceptance of a Bid shall be in the form of a Two Party Agreement and shall be bound by the terms and conditions herein.

B.02 ASSIGNMENT OF AGREEMENT

Vendor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or of his right, title, or interest therein, or his power to execute such contract, or to assign any monies due or to become due hereunder to any other person, firm or corporation unless first obtaining the written consent of the County.

B.03 SUBVENDORS

Vendor agrees that the Scope of Services shall be provided by employees of the Vendor and not by Subvendors. Nothing herein shall preclude employment of personnel through a lease or similar arrangement with the approval of County's representative, or Contracts or leases for materials, supplies, facilities and other support services for Vendor's Scope of Services.

B.04 QUALIFICATIONS

Any person who is registered under the laws of the State of Florida for the Collection and Removal of Scrap Metal and has held that registration for a period of at least three (3) consecutive years may bid on this project.

A copy of the registration shall be provided with the Bid submittal.

B.05 QUALITY GUARANTEE

If any product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this bid, County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. Also, the Vendor shall refund to Manatee County any money which has been paid for same. The Vendor will be responsible for attorney fees in the event the supplier defaults and court action is required.

B.06 ROYALTIES AND PATENTS

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

B.07 INDEMNIFICATION

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

B.08 REGULATIONS:

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

END OF SECTION B

SECTION C: SPECIFIC TERMS AND CONDITION

C.01 PURPOSE

It is the intent of the County of Manatee to enter into an Agreement for the Collection and Removal of Scrap Metal from various locations within Manatee County in accordance with the terms, conditions, and specifications in this Invitation for Bid.

C.02 QUANTITIES

Exact quantity of collections cannot be determined at this time. Scrap will be made available to the Vendor as accumulated. The County makes no guarantee of the length of time a container may be at the Collection Location. The County will not pay rental, delivery or pickup, hauling, fuel or other equipment or overhead charges for any container.

C.03 TERMS

The County will not guarantee that the Scrap Metal will conform to the Industry's grading requirements. The County also makes no guarantee of the weight or mass of the material in the container. Items placed in the container may or may not be broken up or dismantled prior to placement. The Scrap Metal must be accepted "**As Is**". No adjustment will be made for dirt or corrosion or other materials which may be mixed with or adhere to the Scrap. The County will make its best effort to minimize the inclusion of any extraneous material with the Scrap Metal.

Any payment made, shall be based on the current edition of the American Metal Market publication-Birmingham (No. 1 Heavy Melt) per gross ton plus a set percentage. This rate shall be applied to the total gross weight of the ferrous and non-ferrous materials. Prices shall be based on the price published at the time of pickup. The Vendor shall furnish the subscription (copy) to the County. If a range is given for the published price, the average shall be computed for the price.

This agreement shall remain firm for a period of one (1) year from date of contract executing and shall include all costs to provide vehicles and/or containers for the **Collection and Removal of Materials "As Required"** from the various locations, including the proper disposal of all collected materials and any other materials within the bin(s).

The County reserves the right to add to or delete locations during the contract period. Periodically, special one-time pickups at other sites not listed may be required. Bin size may change, depending on changes in quantity.

Vendor shall permit the County to conduct full and open inspection(s) of their facility, payment and reimbursement records, and weighting scales upon advance request by the County.

C.04 RECEIPTS TO THE COUNTY

All receipts/documentation due to the County shall be submitted on or before the 10th of each month. All payments are to be based on official weights provided by certified scales at the Vendor's facility which have been certified by the Florida Department of Agriculture.

All payments shall be in a form of a cashier's check or money order made payable to the **Manatee County Board of County Commissioners. (No cash transactions are authorized).**

All payments, certified weight receipts, Price Index Subscription and any other required receipts shall be mailed to:

Manatee County Public Works Distribution Center
Attn: July Berisford, Fuel/Inventory Operations
Division Manager
2908 12th Street Court East
Bradenton, FL 34208-3998.

C.05 CANCELLATION

Failure to make prompt payments or lack of services will be just cause for the County to solicit other vendors for Collection/Removal of Scrap Metal and charge any loss occasioned thereby to the Vendor and cancel the contract without further notice. It is mutually understood and agreed that any awards made as a result of this bid may be cancelled by the Vendor upon ninety (90) 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 ninety (90) day interim provided the County requests collection during this period.

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

The County shall be entitled to all services pursuant to the provisions of this bid through the date of termination. It shall be the Vendor's responsibility to remove any and all of the Vendor's equipment within ten (10) calendar days from contract termination date.

C.06 Bid Renewal

If not cancelled by the Vendor or the County, **this Vendor shall be automatically extended/renewed** beyond the first 12 month contract period for a not to exceed four (4) 12 month periods for total contract duration of sixty (60) months providing there are no changes of terms or conditions. **Written notice of intention not to renew must be submitted by the successful Vendor ninety (90) days prior to the end of the Contract period.**

C.07 INSURANCE

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

a. Workers' Compensation/Employers' Liability

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

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

(Each Accident)	\$100,000
(Disease-Policy Limit)	\$500,000
(Disease-Each Employee)	\$100,000

b. Commercial General Liability

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

General Aggregate:

Products/Completed Operations Aggregate	<u>\$1,000,000</u>
Personal and Advertising Injury	<u>\$1,000,000</u>
Each Occurrence	<u>\$1,000,000</u>

C.07 INSURANCE (Continued)

Fire Damage (Any One Fire)	<u>\$Nil</u>
Medical Expense (Any One Person)	<u>\$Nil</u>

ADDITIONAL INSURED: Manatee County, a political subdivision of the State of Florida, shall be specifically named as additional insured on the Commercial General Liability Policy.

c. Business Auto Policy

Each Occurrence Bodily Injury and Property Damage Liability Combined	<u>\$ 300,000</u>
Annual Aggregate (if applicable):	<u>\$1,000,000</u>

C.07 INSURANCE (Continued)

ADDITIONAL INSURED: Manatee County, a political subdivision of the State of Florida, shall be specifically named as additional insured on the Business Auto Policy.

d. County's Protective Liability Coverage

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

e. Property Insurance

If this Contract includes construction of or additions to above ground buildings or structures, Vendor shall provide "**Builder's Risk**" insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).

f. Installation Floater

If this Contract does not include construction of or additions to above ground building or structures **but does involve** the installation of machinery or equipment, Vendor shall provide an "Installation Floater" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s) or structure(s).

g. Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Official 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. All insurance policies required herein shall be issued by companies that are authorized to do business under the laws of the State of Florida and hold an A.M. Best rating of A- or better. Insurance, as specified herein, shall remain in force and effect for the duration of the project including any warranty periods.

C.07 INSURANCE (Continued)

- h. **Complete Policies:** The entire and complete insurance policies required herein shall be provided to the County on request.
If the initial insurance expires prior to the completion of operations and/or services by the Vendor, renewal certificates of insurance and required copies of policies shall be furnished by the Vendor and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.

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

- i. Certification Requirements – 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 Commissioners, a political subdivision of the State of Florida
P.O. Box 1000
Bradenton, FL 34206-1000
 2. Certificate shall be mailed to:
Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
Attn: Olga Valcich, CPPB, Contract Specialist
Email: olga.valcich@mymanatee.org
- j. By way of its submission of a Bid hereto, Bidder:
1. Represents that Bidder maintains, and will maintain during the term of any Contract arising from this solicitation, insurance coverage from responsible companies duly authorized to do business in the State of Florida, as set forth in this solicitation; and
 2. Agrees that upon County's request, appropriate evidence of the insurance requirements set forth in this solicitation will be produced by Bidder within ten (10) calendar days from the date of Notice of Intent to Award.
 3. Agrees that, insurance should not be cancelled without thirty (30) days notice to County and must be endorsed to provide same. Failure of Bidder to obtain and maintain proper amounts of insurance as called for herein shall constitute a material breach of Contract by the successful Bidder.

END OF SECTION C

SECTION D: SPECIFICATIONS

D.01 SCOPE OF WORK

Manatee County, Florida is seeking sealed Bids for the Collection and Removal of Scrap Materials including, but not limited to: pipe-cast iron, ductile iron, galvanized steel, stainless steel, aluminum, copper, and brass. The Vendor shall be responsible for furnishing the quantity and size of collection containers for Collection and Removal of Scrap Materials at the facilities listed below:

Location:

	<u>Size of Bins</u>
MC1 – Highway Maintenance Yard 4700 66 th Street West, Bradenton 34210	20 Yd
MC2 – Utility Construction 4526 66 th Street West, Bradenton 34210	20 Yd.
MC3 – Southwest Water Treatment Plant 5160 65 th Street West, Bradenton 34210	20 Yd.
MC4 – Parks & Recreation Maintenance 5165 65 th Street West, Bradenton 34210	20 Yd.
MC5 – Fleet Services 1100 26 th Avenue East, Bradenton 34208	20 Yd.
MC6 – Traffic Management 1108 26 th Avenue East, Bradenton 34208	20 Yd.
MC7 – Southeast Water Treatment Plant 3331 Lena Road (off of SR 64 E.) Bradenton 34202	20 Yd.
MC8 –Stormwater/Drainage 5511 39 th Street East, Bradenton 34203	20 Yd.
MC9 – Highway Dept. North County 8500 69 th Street East, Palmetto 34221	20 Yd.
MC10-Utilites Meter Department 4508 66 th Street West, Bradenton 34210	for Brass Lockable 6 Yd

Scope of Services (Continued)

Location:

	<u>Size of Bin</u>
MC11- Traffic Management 1108 26 th Avenue East, Bradenton 34208	for Aluminum Lockable 6 Yd.
MC12-Utilites Erie Road 7920 69 th Street East, Palmetto 34221	10 Yd.
MC13-Utilites Elwood I 4825 44 th Avenue East, Bradenton 34203	10 Yd.
MC14-Bayshore Lift Station (temporary or various locations) 2003 Bay Drive, Bradenton 34207	20 Yd.

D.02 REQUIREMENTS

1. Vendor shall be notified by telephone or email by a designated representative from the Public Works Distribution Center when the containers are full and ready for pick up. The Vendor shall respond within two (2) working days to all requests, verbal or written for collection of materials. Collections shall be made between the hours of 7:30 AM an 3:00 PM, Monday through Friday, excluding Holidays.

2. The Vendor shall provide all required containers and all labor, equipment and materials required to place the containers at the designated locations. The Vendor shall be responsible for the Collection and Removal of Scrap Metals from the containers, which shall include: cleaning and raking the area around the containers. All Scrap Materials shall be removed totally and completely without exception. The Vendor shall deliver (replacement) empty collection containers within 24 hours of collection of the Scrap Material.

3. The Vendor shall be responsible for the removal, storage, re-sale or recycling of all materials collected from the County. Contaminated materials are to be disposed of properly and the County shall be informed of quantities and locations of such disposals. If for any reason, the Vendor is unable to pick up or receive any of the materials outlined in this Bid, the Vendor shall be responsible for all expenses the County incurs to dispose of said materials. The County shall not be liable for any disposal costs incurred by the Vendor.

4. The Vendor shall have the capability to provide the County with a certified scale receipt from scales certified by the Florid Department of Agriculture. When reporting materials collected, weight receipts shall correspond with bin(s) collected. All weighing charges are the responsibility of the Vendor. Acceptance of the weight ticket by the Vendor shall be evidence that the collection is accepted.

D.02 REQUIREMENTS (Continued)

5. The Vendor shall maintain records in a manner acceptable to the County on tonnage collected and disposed of during the contract period.
6. The Vendor shall obtain any and all permits and licenses required to perform this Contract and shall comply with all pertinent laws and regulations of the federal government as well as all state and local laws and ordinances.
7. All vehicles involved in the transportation of Scrap Materials leaving County locations must be equipped in a manner that shall prevent the escape of materials that may create litter.
8. All Work shall be done in a safe and workmanlike manner with the collection areas left clean and clear of debris. The Vendor and his personnel shall conduct themselves in a professional manner. The Vendor shall comply with all applicable codes and any and all local safety regulations.

NOTE: Materials may not be in containers for initial collection. Vendor shall furnish all containers required. Sites will be cleared of materials before containers are put in place.

D.03 ESTIMATED QUANTITIES

The following reflects history of tonnage collected:

<u>Year</u>	<u>Tons:</u>	<u>Containers Shipped</u>
2012	144	50
2011	224	72
2010	232	58
2009	204	54
2008	257	66
2007	206	53

D.04 REPORTING

Vendor shall report all goods collected by weight and type on a monthly basis to the County. Accurate weight receipts from state certified scales indicating weight and type of materials shall be submitted to the County on or before the 10th of each month for the previous month. Vendor shall permit the County to conduct full and open inspection of contract records upon request. Receipts shall include the following information:

D.04 REPORTING (Continued)

- a. Location of Container, Date of Collection / Delivery
- b. Description of Material
- c. Weight of the Material
- d. Current Market Price for the material

D.05 OWNERSHIP OF MATERIALS

The County's ownership of all materials shall continue from the time said materials are placed at the collection facility and will remain the property of the County until such time as the goods are weighted and recorded by the Vendor for transport.

END OF SECTION D

SECTION E
MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

E.01 Vendor Registration

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
2. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;

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

3. Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
 4. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;
 5. Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county commission or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.
- (g) To qualify for local preference under this section, **a local business must certify to the County that it:**
1. Has not within the five years prior to the bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;
 2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the bid announcement;
 3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

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

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

A. Authorized Representative

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

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

Business Phone Number: _____

Email Address: _____

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

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

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

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

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

STATE OF FLORIDA
COUNTY _____

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

(Notary Seal) Signature of Notary: _____

Name of Notary: (Typed or Printed) _____

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

Submit executed copy to Manatee County Purchasing – Suite 803, 1112 Manatee Avenue West, Bradenton, FL 34205
S:\IFB#13-2259-OV, Collection. Removal of Scrap Materials

SECTION F: BASIS OF AWARD

F.01 BASIS OF AWARD

Award of bid shall be based upon the most responsive, responsible bidder meeting the requirements herein and offering the **Highest Percentage (%) of Market Price** to the County for the Collection and Removal of the Scrap Material as specified on the Bid Form.

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

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

END OF SECTION F

SECTION G: BID FORM

(IFB #13-2259-OV, Collection/Removal of Scrap Materials

We propose to collect and remove scrap metal at the following percentage of the American Metal Market, Birmingham-No.1 Heavy Metal, for the various locations within the County:

Market Price per Goss Ton + _____% of Market Price

A copy of the American Metal Market, Birmingham – No. 1 for Heavy Melt, most current edition (NOVEMBER, 2013) shall be made a part of the Bid Form submittal

Communications concerning this Bid shall be addressed as follows:

Person's Name: _____

Phone: _____

Email address: _____

Address: _____

Occupational License Number: _____

Expiration: _____

How long have you been in business? _____ (No. of years)

Years as a direct seller of metals _____ (No of years)

How do you propose to perform this service? Outline complete procedures, etc., including payment and weight verifications.

Name, address, and telephone number of all final designated disposal and/or processing site(s):

Person's Name: _____

Phone: _____

Address: _____ (City, State) _____

COLLECTION / REMOVAL OF SCRAP MATERIALS (Bid Form) (Section G)

____ Completed report regarding the receipt of any notices from local, state, or federal agencies enclosed?

____ Safety Plan enclosed?

We, the undersigned, hereby declare that we have carefully reviewed the bid documents, and with full knowledge and understanding of the aforementioned herewith submit our bid, in triplicate, all in accordance with the bid requirements and specifications. We understand that the bid documents in their entirety are made a part of any agreement or contract between Manatee County and the successful bidder.

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

(Print Name & Title of Signer)

DATE: _____

COMPANY ADDRESS: _____

TELEPHONE NO.: _____ FAXNO: _____

EMAIL ADDRESS: _____

Fein NO.: _____

Acknowledge Addendum No(s) _____ Dated: _____

Authorized Signature: _____

Bidder: _____

(Please Print

SECTION H
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION
SWORN STATEMENT PURSUANT TO ARTICLE 5,
MANATEE COUNTY PURCHASING CODE

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

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

_____ [print individual's name and title]

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

Whose business is: _____

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

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

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing 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 and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the

business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

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

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

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2012 by

_____.

Personally known _____ OR produced _____
[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.

SECTION 00430
CONTRACTOR'S QUESTIONNAIRE
(Submit in Triplicate)

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. License #: _____
License Issued to: _____
Date License Received (MM/DD/YR): _____
Company Name: _____

Company's Physical Address

City _____ State of Incorporation, if applicable _____ (Zip Code) _____
(_____) _____ Telephone 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. Your organization has been in business (under this firm's name) as a

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

(Attach a list of projects where this specific type of work was performed)

BIDDER: _____

4. (Continued)

Has license ever been suspended, revoked, removed or under investigation?

5. Describe and give the date and County of the last three government or private work of similar scope you've completed which are similar in cost, type, size, and nature as the one proposed (for a public entity), include contact name and phone number. Provide the budget, actual cost, size and summary of work for each project. Attach additional pages as necessary. (Note: If listing a Manatee County reference they should not be directly associated with this project).

6. Have you ever been assessed liquidated damages under a Contract during the past five (5) years? If so, state when, where (contact name, address and phone number) and why.

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

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

BIDDER: _____

9. What specific steps have you taken to examine the physical conditions at or contiguous to the site, including but not limited to, the location of existing underground facilities? Have you visited the site(s)?

Provide date(s) of site visit: _____

10. What specific physical conditions, including, but not limited to, the location of existing underground facilities have you found which will, in any manner, affect cost, progress, performance, or finishing of the Work?

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

12. If any, list (with Contract amount) WBE/MBE to be utilized:

13. What equipment do you own to accomplish this Work? (A listing may be attached)

14. What equipment will you purchase/rent for the Work? (Specify which)

BIDDER: _____

15. Provide a complete report regarding the receipt of any notices from local, state, federal agencies, i.e., warning notices, consent orders, notices of violations.

(Attached Separate sheet).

16. Provide the County with the name and phone number of Vendor's personnel who may be contacted during normal work hours for notification and/or informational purposes.

17. Provide the County with the name and telephone number of a permanent contact to address issues of collection, program expansion, complaints, payments, etc.

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

BIDDER: _____

19. Provide a map to the County showing the exact location of the proposed or existing facility.
20. Provide to the County a Safety Plan. All vehicles involved in the transportation of scrap materials leaving the County facility must be equipped in such a manner such as to prevent the escape of materials or fluids that may create litter, safety risks and environmental damage, or that would otherwise become dislodged during the transport.
21. List the following in connection with the Surety which is providing the Bond(s):

Surety's Name: _____

Surety's Address: _____

Surety's Address: _____

Name, address and phone number of Surety's resident agent for service of process in Florida:

Phone: (_____) _____

Email _____

BIDDER: _____

Attachment "A"

**SCRAP MATERIALS
COLLECTION/REMOVAL AGREEMENT**

THIS AGREEMENT is made and entered into by and between the COUNTY OF MANATEE, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205-7804; and _____, duly authorized to transact business in the State of Florida, hereinafter referred to as the "Vendor", with offices located at _____.

WHEREAS, the County desires the services of a Vendor for the collection, removal, transporting, and disposal of certain recovered materials received in the course of its business.

WHEREAS, THE County caused a public announcement to be made, distributed and published (IFB#13-2259-OV), inviting bids for the removal and purchase of scrap materials, and has selected the Contractor pursuant to Section 2-26-41 of the Manatee County Procurement Code, Ordinance Number 11-43, entitled "Solicitations for bids."

WITNESSETH, for and in consideration of the foregoing premises and the mutual covenants herein contained, it is agreed by you and between the parties hereto as follows:

1. Vendor shall collect and remove from the County the recovered materials received by the County at: a) Highway Maintenance Yard, 4700 66th Street West, Bradenton, 34210; b) Utility Construction, 4526 66th Street West, Bradenton, 34210; c) Southwest Water Treatment Plant, 5160 65th Street West, Bradenton, 34210; d) Parks & Recreation Maintenance, 5165 65th Street West, Bradenton, 34210; e) Fleet Services, 1100 26th Avenue East, Bradenton, 34208; f) Traffic Management, 1108 26th Avenue East, Bradenton, 34208; g) Southeast Water Treatment Plant, 3331 Lena Road (off of SR 64 E) Bradenton, 34202; h) Highway Department, North County, 8500 69th Street East, Palmetto, 34221; i) Stormwater/Drainage 5511 39th Street East, Bradenton; j) Utilities Meter Department, 4508 66th Street West, Bradenton, 34210; k) Traffic Management, 1108 26th Avenue East, Bradenton, 34208; l) Utilities Erie Road, 7920 69th Street East, Palmetto, 34221; m) Utilities Elwood I, 4825 44th Avenue East, Bradenton, 34203; n) Bayshore Lift Station, 2003 Bay Drive, Bradenton, 34207, temporary and / or any other location(s) designated by the County.

2. Subsequent to the Vendor's initial trip to the County facility, the Vendor shall conduct collections as required on a monthly basis. Vendor shall respond to requests for services within two working days after receipt of telephone or written notification. Vendor shall undertake all collection and removal activities between the hours of 7:30 A.M. and 3:00 P.M., Monday through Friday.

3. Vendor shall provide vehicles and containers to remove the recovered materials on an as-needed basis as determined by the County. Vendor has total responsibility for the operations and maintenance of Vendor's vehicles and containers; and for assuring the ultimate proper transporting and processing of materials collected. Further, the Vendor shall maintain insurance coverage, at all times during the term of this Agreement (and any renewals of this Agreement), of the types and in the amounts as set forth:

INSURANCE

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

a. Workers' Compensation/Employers' Liability

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

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

(Each Accident)	\$100,000
(Disease-Policy Limit)	\$500,000
(Disease-Each Employee)	\$100,000

b. Commercial General Liability

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

General Aggregate:	
Products/Completed Operations Aggregate	<u>\$1,000,000</u>
Personal and Advertising Injury	<u>\$1,000,000</u>
Each Occurrence	<u>\$1,000,000</u>
Fire Damage (Any One Fire)	<u>\$Nil</u>
Medical Expense (Any One Person)	<u>\$Nil</u>

ADDITIONAL INSURED: Manatee County, a political subdivision of the State of Florida, shall be specifically named as additional insured on the Commercial General Liability Policy.

- c. Business Auto Policy
 Each Occurrence Bodily Injury and
 Property Damage Liability Combined \$ 300,000
 Annual Aggregate (if applicable): \$1,000,000

ADDITIONAL INSURED: Manatee County, a political subdivision of the State of Florida, shall be specifically named as additional insured on the Business Auto Policy.

- d. County's Protective Liability Coverage
 The minimum OPC Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the Contractor shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability coverage. The limits afforded by the OPC Policy and any excess policies shall apply only to the County and the County's officials, and employees and only to claims arising out of or in connection with the Work under this Contract.
- e. Property Insurance
If this Contract includes construction of or additions to above ground buildings or structures, Contractor shall provide **"Builder's Risk"** insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).
- f. Installation Floater
If this Contract does not include construction of or additions to above ground building or structures **but does involve** the installation of machinery or equipment, Contractor shall provide an "Installation Floater" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s) or structure(s).
- g. Certificates of Insurance and Copies of Policies
 Certificates of Insurance in triplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Official 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. All insurance policies required herein shall be issued by companies that are authorized to do business under the laws of the State of Florida and hold an A.M. Best rating of A- or better. Insurance, as specified herein, shall remain in force and effect for the duration of the project including any warranty periods.

- h. **Complete Policies:** The entire and complete insurance policies required herein shall be provided to the County on request.

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

Nothing herein shall in any manner create any liability of the County in connection with any claim against the Contractor for labor, services, or materials, or of Subcontractors; and nothing herein shall limit the liability of the contractor or Contractor's sureties to the County or to any workers, suppliers, material men or employees in relation to this contract.

- i. **Certification Requirements** – 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 Commissioners, a political subdivision
of the State of Florida
P.O. Box 1000
Bradenton, FL 34206-1000**

2. Certificate shall be mailed to:

**Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
Attn: Olga Valcich, CPPB, Contract Specialist**

- j. By way of its submission of a Bid hereto, Bidder:

1. Represents that Bidder maintains, and will maintain during the term of any Contract arising from this solicitation, insurance coverage from responsible companies duly authorized to do business in the State of Florida, as set forth in this solicitation; and

2. Agrees that upon County's request, appropriate evidence of the insurance requirements set forth in this solicitation will be produced by Bidder within ten (10) calendar days from the date of Notice of Intent to Award.

3. Agrees that, insurance should not be cancelled without thirty (30) days notice to County and must be endorsed to provide same. Failure of Bidder to obtain and maintain proper amounts of insurance as called for herein shall constitute a material breach of Contract by the successful Bidder.

4. On each occasion when the Vendor collects and removes any recovered materials, a copy of the pick-up slip stating the location shall be signed by representatives of both the Vendor and the County to be then forwarded to Ms. Judy Berisford, Public Works Distribution Center.

5. Vendor shall report all recovered materials collected by weight and type on a monthly basis to the County. On or before the 10th day of each month, the Vendor shall forward receipts to the County for the total gross weight of the scrap metal received by Vendor during the preceding month.

Any payments shall be made payable to Manatee County Board of County Commissioners. Mailing address for receipts is:

Manatee County Public Works Distribution Center
Attention: Judy Berisford
2908 12th Street Court East
Bradenton, Florida 34208-399

6. Failure of the Vendor to meet pickup requirements will be considered justifiable reason for cancellation of this Agreement. Failure of Vendor to provide required receipts shall be just cause for the County to dispose of all scrap materials 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.

7. The Vendor shall indemnify and hold harmless the County from and against all claims, suits, actions, damages, or causes of action for any personal injury, loss of life or damage to property sustained by reason or as a result of the performance of the services called for herein (including any claims, suits, actions, damage or causes of action arising from alleged improper disposal of such recovered materials), and including all attorney fees, costs and expenses incurred by or by reason of the investigation and defense of any such claim, suit or action.

8. This agreement shall remain in effect for a term of one year from the date of full execution of this Agreement. This Agreement may be automatically renewed for additional 12 month contract periods, not to exceed total contract duration of 60 months. Further, any amendments to or deletions from this Agreement shall be effective only upon approval and full execution of a written Amendment to this Agreement.

9. This Agreement may be cancelled by the Vendor upon 90 days written notice by Certified Mail to the County; however, the County is authorized to secure services during this 90 day interim. The County has the right to terminate a contract by giving 30 days written notice if the Vendor fails to fulfill any of the terms and conditions of this Agreement. The County also reserves the right to terminate this Agreement for the convenience of the County, with or without cause.

10. The Vendor shall remove all collection bins from the County's property within 10 calendar days from date of contract termination at Vendor's expense.

11. The Vendor shall not subcontract or assign any of its responsibilities pursuant to this Agreement without prior written consent from the County.

12. Any written notifications or correspondence pursuant to this Agreement shall be addressed as follows:

To the Vendor:

To the County:

Manatee County Public Works Distribution Center
Attention: Ms. Judy Berisford
2908 12th Street Court East, Bradenton, Florida 34208
Phone: (941) 708-7524

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.: **#13-2259, Collection /Removal of Scrap Metals** 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)

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Bradenton, Florida 34205

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Company Address: _____

Telephone: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)