

REQUEST FOR PROPOSAL 17-2234BLS
COLLECTION AND REMOVAL OF
HOUSEHOLD HAZARDOUS WASTE (HHW)

Manatee County, a political subdivision of the State of Florida (hereinafter "Manatee County" or "County") will receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, to provide collection and removal of household hazardous waste (HHW) from the Lena Road Landfill, 3333 Lena Road (State Road 64 East), Bradenton, FL; Utilities Department Administration Complex, 4410 66th Street West, Bradenton, FL; Agriculture / Fairgrounds, 1303 17th Street West, Palmetto, FL 34221; and other designated collection event sites, and various sites of Conditionally Exempt Small Quality Generator (GESOG), Large Quantity Generators (LQG) and Small Quantity Generator (SQG) on an as needed basis.

DATE, TIME AND PLACE DUE: Proposals will be received until **October 17, 2017 at 3:00PM** at which time they will be **publicly opened at Manatee County Procurement Division, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205.** All interested parties are invited to attend this opening.

DEADLINE FOR CLARIFICATION REQUESTS: **October 3, 2017 at 3:00PM** shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to the Manatee County Procurement Division. This deadline has been established to maintain fair treatment for all potential proposers, while ensuring an expeditious transition to a final agreement.

Table of Contents

Section		Page
A	Instructions to Proposers	2-12
B	Scope of Services	13-17
C	Form of Proposal	18-22
D	Evaluation of Proposals	23-24
E	Negotiation of the Agreement	25-26
	Proposal Signature Form	Attachment A
	Public Contracting & Environmental Crimes Certification	Attachment B
	Insurance	Attachment C

Important: A prohibition of lobbying is in place. Please review Section A.09 carefully to avoid violation and possible sanctions.

AUTHORIZED CONTACT:

Bonnie Sietman, Contracts Negotiator
(941) 749-3014, Fax (941) 749-3034
Email: bonnie.sietman@mymanatee.org
Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE 

REQUEST FOR PROPOSAL 17-2234BLS COLLECTION AND REMOVAL OF HOUSEHOLD HAZARDOUS WASTE (HHW)

SECTION A INSTRUCTIONS TO PROPOSERS

In order to receive consideration, proposers must comply with the following instructions. Proposals may be presented by a single business entity, joint venture, partnership or corporation.

A.01 PUBLIC SEALED PROPOSAL OPENING

Sealed proposals will be publicly opened at **Manatee County Procurement Division, 1112 Manatee Avenue West, 8th Floor, Suite 803, Bradenton, Florida 34205**, in the presence of County officials at the time and date stated, or at such time as the final call for proposals is made. All proposers or their representatives are invited to attend the sealed proposal opening.

No review or analysis of the proposals will be conducted at the public opening. Manatee County will receive proposals at the time and date stated and will make public at the opening the names of the business entities which submitted a proposal and city and state in which they reside.

Proposal(s) received after the final call for proposals has been made will not be considered. It will be the sole responsibility of the proposer to have their proposal delivered to the Manatee County Procurement Division for receipt on or before the stated time and date. If a proposal is sent by U.S. Mail, the proposer will be responsible for its timely delivery to the Procurement Division. Proposals delayed by mail will not be considered, will not be opened at the public opening, and arrangements will be made for their return at the proposer's request and expense.

A.02 SEALED & MARKED PROPOSAL

The contents of your sealed package will include: **One (1) signed Original (marked Original) and Two (2) Copies (each marked Copy) and One (1) Electronic copy.** The electronic copy will be in a pdf format and submitted on a CD or USB flash drive which is non-returnable. ***All physical and electronic copies shall be identical.***

Your complete proposal package will be submitted in one sealed package addressed from your company (name and address) and clearly marked on the outside "**Sealed Proposal 17-2234BLS Collection and Removal of Household Hazardous Waste (HHW)**" and addressed to:

Manatee County Procurement Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205

The contents of each proposal will be **separated and arranged with tabs in the same order as listed in the subsections within Section C** identifying the response to each specific item thereby facilitating an expedient review.

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

A.03 SECURING PROPOSAL DOCUMENTS & ADDENDA

Request for Proposals and all documents issued pursuant to the Request for Proposal are available for download at no charge at mymanatee.org by clicking on "Bids and Proposals" on the left side of the home page. You may view and print these pdf files using Adobe Reader software.

Manatee County may also use DemandStar to distribute proposals. Visit the DemandStar website at www.Demandstar.com for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Complete copies of the Request for Proposal and all related documents are available for public inspection at the Manatee County Procurement 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 8:00 A.M. and 5:00 P.M. Monday through Friday, with the exception of holidays.

In addition, Manatee County informs Manatee Chamber of Commerce of all active solicitations, who then distributes the information to their members.

If any addenda are issued to this Request for Proposal, Manatee County will post the documents on the Procurement 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.

It will be the responsibility of each proposer, prior to submitting their proposal, to contact Manatee County Procurement Division at (941)749-3014, to determine if addenda were issued and to acknowledge receipt of same on Attachment A Proposal Signature Form.

A.04 PROPOSAL EXPENSES

Any and all expenses for making and submitting proposals to Manatee County are to be borne by the proposer.

A.05 CLARIFICATION PERIOD

Each proposer will examine all Request for Proposal documents and will judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Proposal will be made in

writing and sent to the Manatee County Procurement Division. Manatee County will not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of a written addendum by the Procurement Division is the only official method whereby interpretation, clarification or additional information can be given.

DEADLINE FOR CLARIFICATION REQUESTS: October 3, 2017 at 3:00PM will be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to Manatee County Procurement Division.

This deadline has been established to maintain fair treatment for all potential proposers, while ensuring an expeditious transition to a final agreement.

A.06 FALSE OR MISLEADING STATEMENTS

Proposals which contain false or misleading statements or which provide references which do not support an attribute or condition claimed by the proposer, may be rejected. If, in the opinion of Manatee County, such information was intended to mislead County in its evaluation of the proposal, and the attribute, condition or capability is a requirement of this proposal, it will be the basis for rejection of the proposal. Such proposer will be disqualified from eligibility to perform the work described in this Request for Proposal, and may also be disqualified from furnishing future goods or services to and from submitting any future bids or proposals to supply goods or services to Manatee County.

A.07 RULES FOR WITHDRAWAL OR REVISION OF OPENED PROPOSALS

Proposers may withdraw proposals as follows:

- a. Mistakes discovered before the public proposal opening may be withdrawn by written notice from the proposer submitting the proposal. This request must be received in the Procurement Division prior to the time set for delivery and opening of the proposals. A copy of the request shall be retained and the unopened proposal returned to the proposer; or
- b. After the proposals are opened or a selection has been determined, but before an agreement is signed, a proposer alleging a material mistake of fact may be permitted to withdraw their proposal if:
 1. The mistake is clearly evident in the solicitation document; or
 2. Proposer submits evidence which clearly and convincingly demonstrated that a mistake was made. Request to withdraw a proposal must be in writing and approved by the Purchasing Official.

A.08 JOINT VENTURES

All proposers intending to submit a proposal as a Joint Venture are required to have filed proper documents with the Florida Department of Business and Professional Regulation and any other state or local licensing agency prior to submitting the proposal (see Section 489.119, Florida Statutes).

A.09 LOBBYING

After the issuance of any Request for Proposal, prospective proposers, or any agent, representative or person acting at the request of such proposer will not contact, communicate with or discuss any matter relating in any way to the Request For Proposal with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the Request for Proposal. This prohibition includes copying such persons on all written communication, including email correspondence. This requirement begins with the issuance of a Request for Proposal and ends upon execution of the final contract or when the proposal has been cancelled. Violators of this prohibition will be subject to sanctions as provided in the Manatee County Code of Laws.

A.10 EXAMINATION OF OFFER

The examination of the proposal and the proposer generally requires a period of not less than ninety (90) calendar days from the opening date of the proposals.

A.11 ERRORS OR OMISSIONS

Once a proposal is opened, Manatee County will not accept any request by any proposer to correct errors or omissions in the proposal.

A.12 DISQUALIFICATION DUE TO NON-RESPONSIVENESS

Manatee County reserves the right to determine that any proposal received which does not contain all of the information, attachments, verification, forms or other information, may be considered non-responsive and therefore be disqualified from eligibility to proceed further in the Request for Proposal process.

A.13 RESERVED RIGHTS

Manatee County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received by the due date may or may not be rejected by County depending on available competition and timely needs of Manatee County. County reserves the right to award the contract to a responsible proposer submitting a responsive proposal, with a resulting negotiated agreement which is most advantageous and in the best interests of County.

County will be the sole judge of the proposal, and the resulting negotiated agreement that is in its best interest and its decision will be final. Also, County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information County deems necessary to make this determination will be provided by the proposer. Such information may include, but will not be limited to: current financial statements prepared by an independent CPA; verification of availability of equipment and personnel; and past performance records.

A.14 APPLICABLE LAWS

Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement will be in accordance with Manatee County Code of Laws, Chapter 2-26.

A.15 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 proposer is prohibited from delineating a separate line item in his proposal for any sales or service taxes. Nothing herein will affect the proposer's normal tax liability.

The Successful Proposer will 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/or materials furnished under the award in accordance with all applicable laws and regulations during the performance of the work. Nothing herein will affect the proposer's normal tax liability.

A.16 SCRUTINIZED COMPANIES

Florida Statutes § 287.135, as amended from time to time, may contain limitations on the part of a company to conduct business with the County. Submission of a response to this solicitation shall be subject to all procedural requirements contained within that statute including the submission of any required certification of eligibility to contract with the County. It shall be the responsibility of the company responding to this solicitation to concurrently review the current version of the statute and ensure it is compliant.

A.17 COLLUSION

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

- a. any prices and/or data submitted have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other proposer or with any competitor;
- b. any prices and/or cost data quoted for this proposal have not been knowingly disclosed by the proposer prior to the scheduled opening directly or indirectly to any competitor;
- c. no attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition;
- d. the only person or persons interested in this proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into; and

- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees.

A.18 CODE OF ETHICS

With respect to this proposal, if any proposer 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 II, Code of Ethics for Public Officers and Employees, such proposer will be disqualified from eligibility to perform the work described in this Request for Proposal, and may also be disqualified from furnishing future goods or services to and from submitting any future bids or proposals to supply goods or services to Manatee County.

A.19 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

In addition, Manatee County Code of Laws Chapter 2-26 Article V prohibits the award of County contracts to any person or entity who/which has, within the past 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 reasonable manner.

To ensure compliance with the foregoing, Manatee County Code of Laws requires all persons or entities desiring to contract with Manatee 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 Manatee County. Proposer is to complete Attachment "B" and submit with your proposal.

A.20 AMERICANS WITH DISABILITIES

Manatee 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 proposal opening should contact the person named on the cover page of this document at least twenty-four (24) hours in advance of either activity.

A.21 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, Manatee County hereby notifies all proposers that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this Request For Proposal and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of award.

A.22 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISE

The State of Florida Office of Supplier Diversity provides the certification process and maintains the database of certified MBE/DBE firms. Additional information may be obtained at <http://www.osd.dms.state.fl.us/iframe.htm> or by calling (850) 487-0915.

A.23 DISCLOSURE

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

Proposals 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 proposals shall be conducted at the public opening.

Based on the above, County will receive proposals at the time and date stated and will make public at the opening the names of the business entities of all that submitted a proposal.

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

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

- a. Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Manatee County public record policies. Proposer agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by the County, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies including but not limited to Section 119.0701, Florida Statutes.
- 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 Successful Proposer 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 Successful Proposer transfers all public records to the County upon completion of the contract, the Successful Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Proposer keeps and maintains public records upon completion of the contract, the Successful Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT: (941) 742-5845, debbie.scaccianoce@mymanatee.org, Attn: Records Manager, 1112 Manatee Ave W., Bradenton, FL 34205.

A.24 TRADE SECRETS

Manatee County is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as part of a Proposal in response to a Request For Proposal are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes.

Except for materials that are "trade secrets" or "confidential" as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of a Proposal in response to the Request for Proposal shall belong exclusively to the County.

To the extent that Proposer desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the Proposal that are not being declared as trade secret. In addition, Proposer shall cite, for each trade secret being claimed on each relevant page, the Florida Statute number which supports the designation. Further, Proposer shall offer a brief written explanation as to why information claimed as trade secret fits the cited statute number. Finally, the Proposer shall provide an additional copy of the proposal that redacts all designated trade secrets.

By submitting this information no later than the time and date set for the opening of proposals, for consideration for approval to designate a trade secret and withhold from the public record, Proposer acknowledges and agrees:

- a. Proposer understands and agrees that trade secret designation(s) must be completed and submitted no later than the time and date set for the opening of proposals. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the proposers request for trade secret at any time.
- b. The County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating contract terms, approving any contract based on the proposal, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret through the final contract award;

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire proposal document is not acceptable to the County and may result in a determination that the proposal is non-responsive.

When the Procurement Division receives a proposal with no attempt by the Proposer to assert a trade secret designation, the proposal is not deemed confidential on the basis that the Proposer has not taken measures or made efforts that are reasonable under the circumstances to maintain the information's secrecy.

A.25 CONFIDENTIALITY OF SECURITY RELATED RECORDS

(a) Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as "the Confidential Security Records") are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):

1. A Security System Plan or portion thereof for any property owned by or leased to the County or any privately owned or leased property held by the County.
2. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by the County.
3. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to the County.

(b) Successful proposer agrees that it shall not, as a result of a public records request or for any other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of the County's Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Successful Proposer receives a request for such records, it shall immediately contact the County's designated Contract Manager who shall coordinate the County's response to the request. Notwithstanding the foregoing, the Successful Proposer may

1. Disclose or release Security System Plans to:

- (A) The property owner or leaseholder; or
- (B) Another state or federal agency to prevent, detect, guard against, respond to, investigate, or manage the consequences of any attempted or actual act of terrorism, or to prosecute those persons who are responsible for such attempts or acts.

2. Disclose or release building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by the County:

- (A) To another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities;
- (B) To a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by the County and is contractually bound by the Successful Proposer to comply with this Section; or
- (C) Upon a showing of good cause before a court of competent jurisdiction.

(c) For purposes of this Section, the term "Security System Plan" includes all:

- 1. Records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security of the facility or revealing security systems;
- 2. Threat assessments conducted by any agency or any private entity;
- 3. Threat response plans;
- 4. Emergency evacuation plans;
- 5. Sheltering arrangements; or
- 6. Manuals for security personnel, emergency equipment, or security training.

A.26 E-VERIFY

Prior to the employment of any person under this contract, the Successful Proposer 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 Proposer to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the Successful Proposer 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 in the United States shall be employed under this contract.

By submission of a proposal in response to this Request for Proposal, the Successful Proposer 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 Proposer to submit an acceptable substitute without an increase in contract sum or contract time.

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

The Successful Proposer 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.

END SECTION A

SECTION B

SCOPE OF SERVICES

B.01 PURPOSE

Agreement shall provide the collection, removal, transportation and proper disposal of Household Hazardous Wastes generated from households, Conditionally Exempt Small Quantity (residential) Generators (CESQG), Small Quantity (residential) Generators (SQG), large quantity (residential) generators (LQG) and other designated collection event site on an "as needed" basis. The collection / events shall be, but not limited to, the following locations: Lena Road Landfill, 3333 Lena Road (State Road 64 East), Bradenton, FL; Utilities Department Administration Complex, 4410 66th Street West, Bradenton, FL; Agriculture / Fairgrounds, 1303 17th Street West, Palmetto, FL.

B.02 GENERAL DEFINITIONS

For the purpose of this scope of services the following shall apply.

- 1) The County shall indicate Manatee County Government.
- 2) LQG shall indicate a Large Quantity (residential) Generator of hazardous waste: generates over 1,000kg in one month.
- 3) SQG shall indicate a Small Quantity (residential) Generator of hazardous waste: generates between 100kg and 1,000kg in one month.
- 4) CESQG shall indicate a Conditionally Exempt Small Quantity (residential) Generator of hazardous waste: generates less than 100kg in one month.
- 5) MILK RUN shall indicate an industry standard term for establishing a defined pickup schedule for businesses that generate compatible hazardous waste.
- 6) HOUSEHOLD shall indicate those generators of waste that are residential in purpose and does not include entities that are considered commercial, industrial, non-profit groups, or governmental agencies.
- 7) HOUSEHOLD HAZARDOUS WASTE (HHW) shall include those materials common to residential use that may be hazardous to the environment or more properly disposed / recycled / processed in a manner other than landfilling. Those items shall include, but not be limited to, paints, pesticides, herbicides, waste oil, waste fuel, etc. HOUSEHOLD HAZARDOUS WASTE COLLECTION DAY EVENTS shall indicate household and / or CESQG chemical collection day events duly advertised and staged at alternate sites throughout the County with the successful proposer on site for CESQG events.
- 8) HOUSEHOLD HAZARDOUS WASTE STORAGE FACILITY shall indicate the secured containment area located in the Manatee County Solid Waste Management Facility, Lena Road Landfill, 3333 Lena Road, Bradenton, FL 34202.

B.03 TECHNICAL SPECIFICATIONS

- 1) Conduct at a minimum of:
 - ◆ Three (3) HHW Collection Day events per County fiscal year (October 1 through September 30);
 - ◆ Thirteen (13) additional events notwithstanding household and / or CESQG per fiscal year (tentatively the third Saturday of each month).

The County shall coordinate the schedule of events, but not be limited to, with the successful proposer to confirm personnel and schedule at least one calendar month prior to the event being held.

- 2) Provide all services and supplies necessary to insure the proper identification, collection, handling, consolidation, packaging, transportation, treatment and disposal of HHW accepted by the County.
- 3) Provide all services necessary to insure the proper identification, collection, handling, consolidation, packaging, transportation, treatment, storage and of CESQG hazardous waste received from a regularly scheduled CESQG collection event and / or any CESQG hazardous waste received from the CESQG or at the HHW collection event. The CESQG shall pay all the costs incurred for these services and shall be billed directly by the successful proposer.
- 4) Provide adequate and proper safety precautions for both the employees and all persons in and / or around the work area, and ensure / provide compliance with all local, State of Florida, and Federal statutes and licensing / permitting regulations.
- 5) Provide a representative, if requested by the County, to speak before public groups or the news media, or otherwise assist with publicizing and advertising the collection programs.
- 6) Set up and be completely operation at least thirty (30) minutes prior to an event being open. Provide collection capabilities on an on-call basis as necessary for the County, within forty-eight (48) hours of notification. This response shall be for identification, collection, handling, consolidation, packaging, transportation, treatment, storage and disposal of hazardous waste received between HHW Collection Day Events, i.e., HHW storage shed clean out or other unforeseen needs.
- 7) Provide, at the request of the County, a fully trained crew sufficient to adequately bulk up and remove paint at the secured containment area located at the Manatee County Solid Waste Management Facility, Lena Road Landfill, 3333 Lena Road, Bradenton, FL 34202.

- 8) Provide a fully trained crew sufficient to adequately conduct an event including, if necessary, the handling of traffic control and removal of waste from vehicles. Successful Proposer personnel requirements may be as great as sixty (60) individuals per event. Staffing for events shall be determined by the Successful Proposer and the County.
- 9) Successful Proposer's crew shall include a Project Manager who shall be on-site at all times during the operation of the event. The Project Manager shall have received all the required training to conduct such an event; have at a minimum a four (4) year degree in chemistry or four (4) years in related field with experience in sorting and lab packing hazardous materials and, at a minimum, one (1) year experience of Project Management for events similar in size to those held by the County. Individuals designated as field chemists / technicians for the event shall have received all required training to work such an event; have a minimum of two (2) year degree in chemistry or two (2) years' experience handling hazardous materials in a related field and at least one (1) year of field experience in hazardous waste collection events. All Successful Proposer personnel working an event shall be full time, paid employees of the Successful Proposer and be properly trained in the duties they shall be assigned during the event.
- 10) Mobilize additional personnel, equipment and materials, as required at the direction of the County if participation rates exceed Successful Proposer capabilities to properly manage the collection event.
- 11) Provide all equipment and materials necessary for setting up and operating at the County's designated collection sites. This includes but is not limited to, a portable tent capable of adequately sheltering Successful Proposer personnel assigned to the identification, packaging and manifesting of the hazardous waste received for disposal and all safety equipment necessary to protect Successful Proposer personnel, i.e. safety glasses, eye wash units / stations, etc. Successful Proposer personnel shall utilize safety equipment at all times while on site.
- 12) Provide signs adequate to advise to the general public that the Successful Proposer is on site at each location of an advertised collection event for the duration of the event. Comply with 40CFR, Chapter 62-730 F.A.C., and 49 CFR regulations concerning identification, collection, handling, consolidation, packaging, transportation, treatment, storage and disposal of all hazardous waste handled by the Successful Proposer for the County. All Federal, state and local certifications and permits shall be, and remain during the term of the agreement, complete and up to date.
- 13) Prepare and maintain Uniform Hazardous Waste Manifests (USEPA Form 8700-22) in accordance with 40 CFR for all hazardous waste collected from the County. Completed copies of the manifest shall be provided to the County prior to the hazardous waste being moved off site. A final manifest shall be submitted to the County within fifteen (15) calendar days of completion of the event certifying delivery to a certified, licenses disposal facility.

- 14) Provide the County with Certificates of Disposal for all hazardous waste collected per scheduled event. The certificates shall indicate the type of hazardous waste, quantity, method of disposal and the destination of the waste. These certificates shall be provided to the County within one hundred eighty (180) calendar days of completion of the event?
- 15) Provide the County with a Drum Summary breakdown report within fifteen (15) calendar days of completion of the event.
- 16) Provide the County with a preliminary worksheet (pre-invoice) for all scheduled events for review by Landfill staff prior to sending final bill.
- 17) Successful Proposer, unless otherwise directed by the County, and in accordance with all applicable regulations shall dispose of all hazardous non-related County accepted waste at a United States EPA permitted Resource Conservation and Recovery Act (RCRA) hazardous waste site facility. Any and all exceptions shall be pre-approved by the County prior to the waste being removed off site.
- 18) Successful Proposer shall provide a milk run for collection of LQGs / SQGs and CESQGs that generate hazardous waste within the County and require the use of the Successful Proposer as a disposal mechanism for their hazardous waste. Any costs to the Successful Proposer to provide these milk runs would be no greater than on-going operating costs incurred through normal business operations and all costs shall be in accordance with the agreement. Successful Proposer, in the event of a natural or man-made disaster, tornado, explosion, etc., shall provide response within seventy-two (72) hours after request by the County. This response shall be targeted to initiate and then, if requested by the County, provide identification, collection, handling, consolidation, packaging, transportation, treatment, storage and disposal activities for household hazardous waste at sites designated by the County during normal business hours until such time as released by the County. Successful Proposer shall also provide the same type of emergency services to LQGs, SQGs and CESQGs as requested by the Environmental Management Department. The Successful Proposer shall provide the County with a twenty-four (24) hour, seven (7) day a week emergency activation number for notification.
- 19) In the event that hazardous waste shall remain on-site overnight during a HHW collection event, the Successful Proposer shall provide adequate security to insure that the waste is not disturbed or tampered with.
- 20) Prior to completing the pickup of the abandoned drums from County roads, field crews shall perform all health and safety related tasks as directed and any site specific regulations pertinent to County facility. An onsite safety meeting shall be conducted and documented. Crews shall be in contact with County representatives and meet them at the location where the hazardous materials are located. After appropriate site safety evaluation has been completed, field crew shall complete the following:

- ◆ Visual inspection of the containers of hazardous waste for integrity and any identification;
 - ◆ Over pack drum if not DOT shippable;
 - ◆ Inspect area around the container for evidence of any release;
 - ◆ Check containers for markings or identification that may enable the County to identify owners of illegally abandoned containers;
 - ◆ Allow County representatives to take pictures of containers;
 - ◆ Dig up and remove the equivalent of up to one drum of impacted soil around the drum;
 - ◆ Manifest and label waste;
 - ◆ County representative shall review / sign manifest.
- 21) In the event of a natural or man-made disaster, such as a hurricane, tornado, explosion, etc., the Successful Proposer shall provide response within seventy-two (72) hours after being requested by the County. This response shall be targeted to initiate collection and removal of all applicable household hazardous waste from debris staging areas as designated by the County. The Successful Proposer shall provide the County with a twenty-four (24) hour, seven (7) days a week emergency activation number for notification.
- 22) This agreement shall be for a period of one year, commencing from the date of award, with four additional one year renewals.

END SECTION B

SECTION C

FORM OF PROPOSAL

This section identifies specific information which shall be contained within your proposal and the order in which such information should be organized.

The information each proposer provides shall be used to determine those proposers with perceived ability to perform the scope of services as stated in this Request for Proposal which may best meet the overall needs of Manatee County. A review with those proposers reasonably susceptible of being selected for award may be conducted for the purposes of clarification of both ability and benefit to Manatee County. For more information, refer to Section D, Evaluation of Proposals.

C.01 INFORMATION TO BE SUBMITTED

To qualify for consideration, the proposer(s) shall present proof of any licensing or certification which shall be required by law to perform the services set out in Section B, Scope of Services. If no licensing or certification is required, proposer shall indicate same.

All proposals found to be responsive shall be considered by an evaluation committee.

The contents of each proposal shall be **separated** and **arranged with tabs** in the same order as listed below and with the same subsection number beginning with C.01.1 in order to organize the response to each specific subsection.

C.01.1 Provide a **cover page**, general introductory statement and table of contents. Provide proof of any licensing or certification required by law to perform the services and generally describe your proposal in summary form, or if no licensing or certification is required, indicate same.

C.01.2 **Forms.** Provide the completed and executed Attachments included in this Request for Proposal.

- a. Proposal Signature Form (Attachment A)
- b. Public Contracting and Environmental Crimes Certification (Attachment B)
- c. Joint Venture Agreement (Section A.08 and Section C.01.12), if applicable

C.01.3 Provide a description of your company's **background and size**. Include an organizational chart depicting the structure, lines of authority and communication.

C.01.4 Clearly demonstrate your company's **experience**.

- a. Proposers shall provide the following details to demonstrate past relevant experience and performance:

- i. Name of the client.
 - ii. Specific details about the services provided, including location.
 - iii. Value of the agreement.
 - iv. Duration of the agreement, including inception and completion dates
 - iv. Specify the name, title, telephone, and email for the client's contract manager for the specified experience.
- b. Names of proposer's staff and their direct involvement in the services; and names of proposer's subcontractors and their role in the services.
 - c. Governmental agency, if any, which verified compliance with its requirements or standards, and the names and telephone numbers of the key persons with direct knowledge of the compliance.
 - d. Provide any other governmental or municipality experience if not previously specified.
- C.01.5 Provide your company's **project approach**. Provide a narrative of the project approach and how this approach meets Manatee County objectives. Include an explanation of your company's technical ability to perform all facets of the scope of services. If more than one proposer is jointly filing a proposal, details shall be provided to clearly demonstrate individual roles and responsibility for all components of the project.
- C.01.6 Identify each **principal of the proposer and other key personnel** who shall be interacting with Manatee County. Do not include personnel that shall not have a key role in providing services. Describe each person's respective area of expertise.
- For each identified person, provide a personal resume which includes qualifications, training and experience. Resumes shall also include the following information:
- a. Full name and title
 - b. Professional credentials
 - c. Individual's intended roles and duties in providing services pursuant to this Request for Proposal
 - d. Office address and web address
 - e. Email address and telephone number
- C.01.7 Submit a **staffing level statement** for your organization, detailing how many total employees work for your firm at any one time, including temporary and part-time employees. List the ratio of full-time employees to part-time, and temporary employees.
- C.01.8 Include a **subcontractor plan** detailing how subcontractors shall be used and to what extent. County reserves the right to request additional

information in the same level of detail and tabbed order as the proposal for each subcontractor.

- C.01.9 **Location and Local Office:** Identify the office location which shall be primarily responsible for this proposed project and the office location of the staff that shall be assigned to this proposed project if different. Include the year both locations were established. Proposer(s) should describe whether the managing office shall be located within the County.
- C.01.10 **Local Employment.** If proposed, describe detail plans, policies, and goals (as a percentage) which ensure County citizens receive preferential consideration for employment and vendors located within the County shall be used as suppliers of goods and services needed to perform the scope of services. Include your approach to providing periodic reporting to monitor success in maintaining the percentage. If available, provide examples of reports.
- C.01.11 **Recent, Current, and Projected Workload:** List all projects handled by your firm during the past five (5) years and identify the volume of work previously awarded by Manatee County.
- C.01.12 Provide an **explanation of the proposers' legal capacity** to perform all facets of the Scope of Services. Include a description of corporate or other structure and governance, and detail the legal capabilities of proposer(s) relevant to performing the scope of services. If more than one proposer is teaming up to file a proposal, any prior work any two or more joint proposers have performed before should be detailed.
- Joint venture firms shall provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation in the project.
- C.01.13 Provide any and all information concerning any **prior or pending litigation**, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the proposer, any of its partners, employees or subcontractors is or has been involved within the last (3) three years.
- C.01.14 Provide an **explanation of the proposers' financial capacity** to perform all parts of the scope of services. If more than one proposer is jointly filing a proposal, details shall be provided to demonstrate financial capacity of all proposers.
- C.01.15 Provide authorization for a Manatee County auditor and/or financial analysts to have **access to your financial records, including any and all records prepared by an independent firm**, or the financial records of other entities for which you have ownership interest. Such access shall occur at the primary location of the proposer, or such other location as

may be agreed, for the purposes of verifying financial representations, and/or to review and assess the historical and current financial capacity of your business entity and its expected ability to meet ongoing financial obligations as proposed to Manatee County.

Manatee County's audit and /or financial analysts shall report their findings in a summary report to the Manatee County Purchasing Official, which shall be placed in the proposal files for subsequent use and review.

- C.01.16 Disclose **any ownership interest in other entities** involved in these services which might reasonably be selected to perform work under the scope of services set forth in this Request for Proposal. This ownership disclosure shall be included, whether such ownership occurs by the proposer through a parent, subsidiary or holding company or any other form of business entity. Submit entity names and the percent of ownership for each.
- C.01.17 Include at least three (3) **references** who can substantiate proposer's qualifications, credentials, experience with knowledge of your firm's agreement performance with local government. References shall be employees in senior level management positions at the governmental entity. Include the name of the entity, a description of the agreement project, the dates the service and the name(s) and telephone number(s) of the contact persons. Do not duplicate references used for past performance.
- C.01.18 Submit any other additional information which would assist County in the evaluation of your proposal.
- C.01.19 Submit a summary of proposer's **environmental sustainability** initiatives. All proposers 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.
- C.01.20 Provide a **project plan** detailing how your firm would perform and meet the requirements of the Scope of Services.
- C.01.21 Provide all **costs for the collection, hourly labor rates**, transportation, proper disposal, and transportation for the removal of all household hazardous wastes that might be presented at a HHW event, along with any costs necessary to perform the Scope of Services. List all collectable items / costs individually.
- C.01.22 Provide a **list of the agreements** your firm has obtained within the past three (3) years, indicating the type of services provided and the locations. Provide a list of the agreement your firm has lost in the past three (3) years and state the reason for the loss and location.

C.02 **MINIMUM QUALIFICATIONS**

Successful Proposer shall be certified and licensed in the State of Florida to provide the required hazardous collection and disposal services, in accordance with the Environmental Protection Agency, as specified.

Items referenced are, but not limited to, **unwanted household products**, labeled as FLAMMABLE, TOXIC, CORROSIVE, REACTIVE, COMBUSTIBLE or EXPLOSIVE are common household hazardous wastes (HHW) and also if labeled as, POISON, DANGER, WARNING and/or CAUTION.

Proposer shall have a minimum of three (3) agreements providing these services and have provided those services in the previous two (2) years.

END SECTION C

SECTION D: EVALUATION OF PROPOSALS

D.01 EVALUATION FACTORS

Evaluation of proposals shall be conducted by an evaluation committee. The evaluation committee's goal shall be to identify the proposal(s) which shall overall best meet the needs of Manatee County as determined from the proposals received and subsequent investigation by the County. The committee shall consider the information requested in Section C for each responsive proposal submitted to ascertain the perceived ability of the proposer(s) to perform the scope of services as stated in this Request for Proposal. Once all proposals have been reviewed pursuant to the criterion in Section C, the evaluation committee shall determine from the responses to this Request for Proposal and subsequent investigation as necessary, the proposer(s) most qualified to be selected to negotiate an agreement.

Unless noted, no weight is assigned to the evaluation factors.

D.02 REVIEW OF PROPOSERS AND PROPOSALS

In-person reviews may be conducted with proposers who are deemed reasonably susceptible of being received for award for the purposes of assuring full understanding of: (a) conformance to the solicitation requirements, (b) the abilities of the proposer, and (c) the proposal submitted.

Proposers shall be available for presentations to and interviews with the evaluation committee, upon reasonable notification from the Procurement Division. The date(s) and time(s) of any such presentations/interviews shall be determined solely by County and may be closed to the public by the discretion of the Purchasing Official and to the extent permitted by law.

D.03 PRELIMINARY RANKING

An evaluation committee shall determine from the responses to this Request for Proposal and subsequent investigation as necessary, the proposer(s) most qualified to be selected to negotiate an agreement.

In its review, the evaluation committee may take some or all of the following actions:

- a. review all responses pursuant to the evaluation factors stated herein,
- b. short list proposers to be further considered in oral interview/presentation/product demonstrations,
- c. recommend commencement of negotiations to County Administrator,
- d. Reject all proposals received and cancel the Request for Proposal,
- e. Receive written clarification of proposal.

The evaluation committee's overarching goal is to identify the proposal which shall best meet the overall needs of Manatee County as determined from the proposals received and subsequent investigation by the County.

D.04 RECOMMENDATION FOR NEGOTIATION

The evaluation committee shall make a recommendation to the County Administrator as to the proposer which Manatee County should enter into negotiations, if any. The County Administrator shall act upon that recommendation and if accepted, the Successful Proposer shall be invited to enter negotiations led by Manatee County Procurement Division.

Manatee County shall post the Intent to Negotiate, in the same manner the original RFP document was posted (refer to Section A.03) prior to commencing negotiations with the selected proposer(s).

END SECTION D

**SECTION E:
NEGOTIATION OF THE AGREEMENT**

E.01 GENERAL

- a. The proposal shall serve as a basis for negotiating an agreement, but not compel adherence to its terms or conditions.
- b. Upon submission, all proposals become the property of Manatee County which has the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposal whether or not the proposal is accepted.
- c. All products and papers produced in the course of this engagement become engagement.
- d. That after notice from the County that a public records request has been made for the materials designated as a trade secret, the Proposer shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer shall be deemed to have waived the trade secret designation of the materials;
- e. To indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer, including actions or claims arising from the County's non-disclosure of the trade secret materials.

E.02 AGREEMENT

The selected proposer(s) shall be required to negotiate an agreement in a form and with provisions acceptable to Manatee County.

Negotiated agreements may or may not include all elements of this Request for Proposal or the resulting successful proposal where alternative terms or conditions become more desirable to Manatee County, and the parties agree to such terms.

E.03 AWARD

County may not make award to a proposer who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By submitting this solicitation response, proposer attests that it is not delinquent in payment of any such debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event the

proposer's statement is discovered to be false, proposer shall be subject to suspension and/or debarment and the County may terminate any agreement it has with proposer.

Award of an agreement is subject to the successful negotiations and the approval of either the Purchasing Official or the Board of County Commissioners (as provided for in the current Manatee County Procurement Code).

The parties shall negotiate the terms and conditions of the agreement, which may or may not include renewal, assignment, termination, insurance, auditing or any other relevant contractual term and the circumstances in which it may be renewed, assigned or terminated.

This paragraph shall be used for the contract negotiator to provide any additional terms not previously mentioned.

END SECTION E

ATTACHMENT A

**PROPOSAL SIGNATURE FORM
REQUEST FOR PROPOSAL 17-2234BLS**

The undersigned acknowledges receipt of the following addendum:

Addendum No. _____ Date Received: _____ Initials: _____

Addendum No. _____ Date Received: _____ Initials: _____

Addendum No. _____ Date Received: _____ Initials: _____

The undersigned represents that:

- (1) by signing the proposal, that he/she has the authority and approval of the legal entity purporting to submit the proposal and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable;
- (2) all facts and responses set forth in the proposal are true and correct;
- (3) if the proposer is selected by County to negotiate an agreement, that the proposer's negotiators shall negotiate in good faith to establish an agreement to provide the services described in the Scope of Services of this Request for Proposal;
- (4) the proposer which includes all companies included in a partnership or joint venture, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Print or type proposer's information below:

Name of Proposer

Telephone Number

Street Address

Email Address

Web Address

Print Name & Title of Authorized Officer

Signature of Authorized Officer

Date

ATTACHMENT B

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO SECTION 2-26 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 Manatee County by _____
[print individual's name and title]

For _____
[name of entity submitting sworn statement]

whose business address is: _____

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

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to 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 proposers or prospective proposers in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors.

For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests amount family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with

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

I UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE PROCUREMENT DIVISION OR THE COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 201____ by _____.

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

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.

ATTACHMENT C

INSURANCE AND BOND REQUIREMENTS

The Successful Proposer will not commence work under the resulting Agreement until all insurance coverages indicated herein have been obtained. The Successful Proposer shall obtain and submit to the Procurement 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
<p>1. <input checked="" type="checkbox"/> Automobile Liability:</p>	<p>Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles.</p> <p>\$ <u>1,000,000</u> combined single limit, or \$ _____ bodily injury and \$ _____ property damage. Coverage must also include \$10,000 Personal Injury Protection (No Fault), \$ _____ Hired-Non Owned Liability and \$10,000 Medical Payments.</p> <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>2. <input checked="" type="checkbox"/> Commercial General Liability: (Occurrence Form - patterned after the current ISO form)</p>	<p>Coverage shall be afforded under a per occurrence policy form.</p> <p>\$<u>1,000,000</u> single limit per occurrence; \$<u>2,000,000</u> aggregate \$ _____ Products/Completed Operations Aggregate \$1,000,000 Personal and Advertising Injury Liability \$100,000 Fire Damage Liability \$10,000 Medical Expense, and \$ _____ Third Party Property Damage. \$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000)</p> <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>3. <input type="checkbox"/> Employer's Liability:</p>	<p>\$<u>100,000</u> each accident \$ _____ disease each employee \$ _____ disease policy limit</p>
<p>4. <input checked="" type="checkbox"/> Worker's Compensation:</p>	<p>Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits & Requirements.</p> <p>If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.</p> <p><u>Note:</u> Should "leased employees" be retained for any part of the project or service, the employee leasing agency shall provide evidence of workers' compensation coverage and</p>

Insurance / Bond Type	Required Limits
	<p>employee liability coverage for all personnel on the worksite and in compliance with the above requirements.</p> <p><u>Note:</u> Workers' compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.</p>
<p>5. <input type="checkbox"/> Other Insurance, as noted:</p>	<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 does not include construction of or additions to above ground building or structures, but does involve the installation of machinery or equipment, Successful Proposer 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).</p> <p>c. <input type="checkbox"/> Pollution \$ _____ per occurrence</p> <p>d. <input type="checkbox"/> Professional Liability and/or Errors and Omissions (E&O) Liability Professional (E&O) Liability shall be afforded for the Bodily Injury and Property Damage for not less than \$ _____ Each Claim, \$1,000,000 Policy Aggregate.</p> <p>e. <input type="checkbox"/> Builder's Risk Insurance When this contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, the following insurance coverage must be afforded: Coverage Form: Completed Value, All Risk (Roadways/Buildings and Machinery/Equipment) in an amount equal to 100% of the value upon completion or the value of the equipment to be installed. Coverage should include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable. The policy shall not carry a self-insured retention/deductible greater than \$10,000.</p>

Insurance / Bond Type	Required Limits
	<p>f. <input type="checkbox"/> Cyber Liability</p> <p>Coverage must comply with Florida Statute 501.171 and must be afforded under a per occurrence policy form for limits not less than \$_____ Security Breach Liability, \$_____ Security Breach Expense (each occurrence), \$_____ Security Breach Expense (aggregate), \$_____ Replacement or Restoration of Electronic Data, \$_____ Extortion Threats, \$_____ Business Income and Extra Expense, and \$_____ Public Relations Expense.</p> <p>The policy must not carry a self-insured retention/deductible greater than \$_____.</p> <p>g. <input checked="" type="checkbox"/> Hazardous Materials Insurance</p> <p>Hazardous materials includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules of regulations of Florida or any Federal Agency.</p> <p><i>Pollution Liability</i></p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><i>Asbestos Liability (If handling within scope of Contract)</i></p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><i>Disposal</i></p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate and not less than the value of the contract, subject to a \$_____ minimum, for Liability for Non-Sudden Occurrences, each claim and aggregate.</p> <p><i>Hazardous Waste Transportation Insurance</i></p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, per accident.</p> <p>The Successful Proposer shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability Insurance with Endorsement MCS-90 for liability arising out of the transportation of</p>

Insurance / Bond Type	Required Limits
	<p>hazardous materials.</p> <p>The Successful Proposer must also provide the EPA Identification Number.</p> <p>h. <input type="checkbox"/> Liquor Liability</p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than \$ _____ Each Occurrence and Aggregate.</p> <p>i. <input type="checkbox"/> Garage Keeper's Liability</p> <p>Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.</p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than equal to the full replacement value of the lot or garage.</p> <p>j. <input type="checkbox"/> Bailee's Customer</p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than equal to the full replacement value of the lot or garage.</p> <p>k. <input type="checkbox"/> Watercraft</p> <p>\$ _____ per occurrence</p>
<p>6. <input type="checkbox"/> Bid Bond:</p>	<p>A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total proposal offer. Bid bond shall be submitted with the sealed proposal and shall include project name, location, and / or address and project number.</p> <p>In lieu of the bond, the proposer may file an alternative form of security in the amount of 5% of the total offer, in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County.</p>
<p>7. <input type="checkbox"/> Payment and Performance Bond:</p>	<p>A construction project over \$200,000 requires a Payment and Performance Bond be submitted by Successful Proposer for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award.</p>

Reviewed by Risk: _____

INSURANCE REQUIREMENTS

I. THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

Commercial General Liability and Automobile Liability Coverages

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the Successful Proposer, his agents, representatives, and employees; products and completed operations of the Successful Proposer; or automobiles owned, leased, hired or borrowed by the Successful Proposer. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the Successful Proposer shall provide the endorsement that evidences Manatee County being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The Successful Proposer’s insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Successful Proposer’s insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

Workers’ Compensation and Employers’ Liability Coverages

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Successful Proposer for the County.

II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:

- a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy’s renewal date(s) for as long as this contract remains in effect, Successful Proposer shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.
- b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the County, Successful Proposer will provide the County with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205

- c. The project's solicitation number and title shall be listed on each certificate.
 - d. Successful Proposer shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
 - e. Successful Proposer agrees that should at any time Successful Proposer fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this contract.
 - f. The Successful Proposer waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
 - g. The Successful Proposer has sole responsibility for all insurance premiums and policy deductibles.
 - h. It is the Successful Proposer's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Proposer shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Successful Proposer shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
 - i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the Successful Proposer's deductible or self-insured retention and to require that it be reduced or eliminated.
- III.** Successful Proposer understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of Successful Proposer's obligation to provide and maintain the insurance coverage specified.
- IV.** The enclosed Hold Harmless Agreement shall be signed by the Successful Proposer and shall become a part of the contract.

- V. Successful Proposer understands and agrees that the County does not waive its immunity and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.
- VI. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

VII. BONDING REQUIREMENTS

Bid Bond/Certified Check. By submitting a proposal, the proposer agrees should its proposal be accepted, to execute the form of Agreement and present the same to Manatee County for approval within ten (10) calendar days after notice of intent to award. The proposer further agrees that failure to execute and deliver said form of Agreement within ten (10) calendar days will result in damages to Manatee County and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed proposal in the amount of five (5%) percent of the total amount of the proposal. The proposer further agrees that in case the proposer fails to enter into an Agreement, as prescribed by Manatee County, the bid bond/certified check accompanying the proposal shall be forfeited to Manatee County as agreed liquidated damages. If County enters into an agreement with a proposer, or if County rejects any and/or all proposals, accompanying bond will be promptly returned.

Payment and Performance Bonds. Prior to commencing work, the Successful Proposer shall obtain, for the benefit of and directed to County, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the Successful Proposer of its obligation under the Contract Documents, including but not limited to the construction of the project on the project site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the Successful Proposer to provide the Payment and Performance Bond shall be approved by County prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in Successful Proposer being deemed nonresponsive. Bonds must be in the form prescribed in Section 255.05, Florida Statutes, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Section 255.05, Florida Statutes.

Bonds shall be in an amount equal to 100% of the contract price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to County. Surety shall be rated as "A-" or better by Best's Key Guide, latest edition. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to Manatee County, a political subdivision of the State of Florida, **within ten (10) calendar days after issuance of notice of intent to award.**

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing work, the Successful Proposer shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Section 255.05(1)(b), Florida Statutes, County will make no payment to the Successful Proposer until the Successful Proposer has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with County. Said Payment and Performance Bonds will remain in force for the duration of the Agreement with the premiums paid by the Successful Proposer. Failure of the Successful Proposer to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. County may then contract with the next lowest, responsive and responsible proposer or re-advertise this RFP.

Failure of County at any time to require performance by the Successful Proposer of any provisions set out in the resulting Agreement will in no way affect the right of County, thereafter, to enforce those provisions.

PROPOSER'S INSURANCE STATEMENT

THE UNDERSIGNED has read and understands the aforementioned insurance and bond requirements of this RFP and shall provide the insurance and bonds required by this section within ten (10) days from the date of notice of intent to award.

Proposer Name: _____ Date: _____

Authorized
Proposer's
Signature: _____

Print Name: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

Surety Agency: _____

Surety Name: _____ Surety Phone: _____

Please return this completed and signed statement with your proposal.

Manatee County, a Political Subdivision of the State of Florida

Indemnity and Hold Harmless

Respondent shall defend, indemnify and hold harmless the County and all of the County's officers, agents, employees, and volunteers from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Respondent, its officers, employees, representatives and agents in performance or non-performance of its obligations under the Contract/Agreement. Respondent recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the County in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Contract/Agreement. Compliance with any insurance requirements required elsewhere within this Contract/Agreement shall not relieve Respondent of its liability and obligation to defend, hold harmless and indemnify the County as set forth in this article of the Contract/Agreement.

Nothing herein shall be construed to extend the County's liability beyond that provided in section 768.28, Florida Statutes.

PROJECT NUMBER AND/OR NAME	
INSURANCE AGENT	
RESPONDENT SIGNATURE	DATE

Acknowledgement:

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,

20__ by _____ [YOUR FULL LEGAL NAME], who is

personally known to me or who has produced _____ as

identification.

Notary Signature _____

Print Name: _____