

MANATEE COUNTY GOVERNMENT

INVITATION FOR BIDS (IFB) #09- 1502CD

WASTEWATER CAKE SLUDGE REMOVAL, HAULING, & DISPOSAL

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

INFORMATION CONFERENCE: **NONE**

DEADLINE FOR CLARIFICATION: **Thursday, March 19, 2009**

TIME AND DATE DUE: **Tuesday, March 24, 2009 at 1:00 PM**

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Important Note: A prohibition of Lobbying has been enacted. Please review paragraph A.22 carefully to avoid violation and possible sanctions.

FOR INFORMATION CONTACT:
CHRIS DALEY, CPPB- SENIOR BUYER
Phone (941) 749-3048 - Fax (941) 749-3034

AUTHORIZED TO RELEASE:



INFORMATION TO BIDDERS

A.01 OPENING LOCATION

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

A.02 BID INFORMATION AND BID DOCUMENTS

Manatee County Purchasing Division posts **notices of bid or proposal opportunities and addenda** on the Purchasing Division's web page at <http://www.mymanatee.org> which can be accessed by clicking on the "Purchasing" button on the left side of the screen and then clicking on the "Bids and Proposals" button.

Bid or Proposal documents and the Notices of Source Selection related to those Bids or Proposals are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "Bids and Proposals." You may view and print these files using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the County's web page if you do not have it.

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

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

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

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

A public internet connection is available during regular business hours in the lobby of the Purchasing Division. If you have questions which cannot be answered by these sources, please contact the individual named on the front page of the bid or proposal.

A.03 BID FORM DELIVERY REQUIREMENTS

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their bid delivered to the Manatee County Purchasing Office for receipt on or before the stated time and date. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Office. Bids delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense.

A.04 DEADLINE FOR CLARIFICATION REQUESTS

March 19, 2009 shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids or the Request For Proposals to the Manatee County Purchasing Office.

A.05 CLARIFICATION & ADDENDA

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

If any addenda are issued to this Invitation for Bid, the County will Broadcast the addenda on the 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 on the left side of the screen and then clicking on the "Bids and Proposals" button. It shall be the responsibility of each bidder, prior to submitting their bid, to contact Manatee County Purchasing (see contact on page 1) to determine if addenda were issued and to make such addenda a part of their bid.

A.06 SEALED & MARKED

Three signed copies of your bid shall be submitted in one sealed package, clearly marked on the outside "Sealed Bid #09-1502CD –Wastewater Cake Sludge Removal, Hauling, & Disposal" with your company name. Address package to:

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

A.07 LEGAL NAME

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

A.08 BID EXPENSES

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

A.09 IRREVOCABLE OFFER

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

A.10 DISCLOSURE

Upon receipt, responses become "Public Records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Section 119.071(1)(b)1.a states that sealed bids shall be exempt from inspection or copying until such time as the County provides a notice of a decision or within 10 days after the date the bids are opened, whichever is earlier.

A.11 RESERVED RIGHTS

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

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

A.12 APPLICABLE LAWS

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Purchasing Code Ordinance 08-43, 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 in Section 2-26/61 of the Purchasing Code.

A protest with respect to this Invitation For Bid shall be submitted in writing prior to the scheduled opening date of this proposal, unless the aggrieved person did not know and could not have been reasonably expected to have knowledge of the facts giving rise to such protest prior to the scheduled opening date of this proposal. The protest shall be submitted within seven calendar days after such aggrieved person knows or could have reasonably been expected to know of the facts giving rise thereto.

A.13 CODE OF ETHICS

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

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

A.14 COLLUSION

By offering a submission to this Invitation for Bids, the bidder certifies that the bidder has not divulged, discussed or compared their bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to their own organization, that in connection with this bid:

- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor;
- b. any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to the scheduled opening, directly or indirectly to any other bidder or to any competitor;
- c. no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- d. the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by bidder for purpose of doing business.

A.15 BID FORMS

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

A.16 DISCOUNTS

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

A.17 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Exempt Cert. No. 59-78-0089K; FL Sales Tax Exempt Cert. No. **51-02-027548-53C**); therefore, the vendor is prohibited from delineating a separate line item in his bid for any sales or service taxes. Nothing herein shall affect the vendor's normal tax liability.

A.18 MATHEMATICAL ERRORS

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

A.19 DESCRIPTIVE INFORMATION

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

A.20 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 as outlined in paragraph A.04, six calendar days prior to the opening date of this bid, the bid specifications shall remain unaltered. **Bidders must fully comply with the bid specifications, terms, and conditions.**

A.21 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.22 LOBBYING

After the issuance of any Request for Proposals or Invitation for Bids, prospective bidders, proposers or any agent, representative or person acting at the request of such bidder or proposer shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposals or Invitation for Bids with any officer, agent or employee of Manatee County other than the Purchasing Director or as directed in the Request for Proposals or Invitation for Bids. This prohibition begins with the issuance of any Request for Proposals or Invitation for Bids, and ends upon execution of the final contract or when the invitation or request has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing code.

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

A.23 DRUG FREE WORK PLACE

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

A.24 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (as of 1/01/2005 is \$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

A.25 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

In accordance with Ordinance 08-43, adding Article 5, Manatee County Board of County Commissioners adopted a policy prohibiting the award of County contracts to persons, business entities, or affiliates of business entities who have not submitted written certification to the County that they have not been convicted of bribery, attempted bribery, collusion, restraints of trade, price fixing, and violations of certain environmental laws. A Non-Conviction Certification Form is attached for this purpose.

A.26 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Manatee County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all vendors that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

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

GENERAL TERMS AND CONDITIONS

B.01 CONTRACT FORMS

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

B.02 AUTHORIZED PRODUCT REPRESENTATION

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

B.03 QUALITY GUARANTEE

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

B.04 ROYALTIES AND PATENTS

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

B.05 INDEMNIFICATION

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

B.06 REGULATIONS

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

B.07 MANUALS, SCHEMATICS, HANDBOOKS

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

SPECIFIC TERMS & CONDITIONS

C.01 PURPOSE

It is the intent of the County of Manatee to enter into an annual contract for the hauling of dewatered domestic cake sludge from two Manatee County Water Reclamation Facilities to the Manatee County Bio Solids Dryer with a vendor that has the capability to provide an approved disposal site to legally dispose of the dewatered domestic cake sludge from three Manatee County Water Reclamation Facilities when the Bio-Solids Dryer is unavailable. It is the specific purpose of this bid to obtain competitive pricing for the required services and to secure the cost and a reliable, experienced vendor to perform these services.

C.02 ASSIGNMENT OF CONTRACT

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 thereunder to any other person, firm or corporation unless first obtaining the written consent of the County. The giving of such consent to a particular subcontractor assignment shall not dispense with the necessity of such consent to any further or other assignment.

C.03 FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, lack of or failure of transportation facilities, any law, proclamation, regulation ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this item C.03, is beyond the control and without the fault or negligence of the party seeking relief.

C.04 SECURITY

Vendor must check with and comply with each County facility's security requirements for entry into secured facilities. County representative will provide specific instructions for entry. At a minimum, vendor will provide name, license number, and photo of personnel to be utilized for this contract.

C.05 PRICES & TERM

Bidders shall bid unit prices, F.O.B. Destination, including all discounts in accordance with unit of quantity indicated on Bid Form. The prices bid shall be used for payment and shall be deemed to include payment in full for all transportation, labor, equipment, and lighting plans used in delivering all supplies and materials to the point of delivery.

C.06 PAYMENT

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

C.07 RENEWAL

If not cancelled by the Vendor or the County, **this contract shall be automatically extended/renewed** beyond the first 12 month contract period for additional 12 month periods not to exceed **a total contract duration of 60 months** providing there are no changes of prices, terms or conditions. **Written notice of intention not to renew must be submitted by the successful bidder 90 days prior to the end of a contract period.** Should any Vendor choose not to renew the bid awarded, the County reserves the right to terminate the Contract with that Vendor and select the next qualified bidder, or re-advertise for those bid items, or solicit a new Invitation for Bid for all items (including multiple bid awards).

C.08 PRICE ADJUSTMENTS FOR RENEWAL PERIODS

Prices shall remain firm for the first twelve month base contract term. Requested price changes for the remaining terms may be adjusted in accordance with the Consumer Price Index for Urban Wage Earners Series ID CWUSA321SA0, as provided by the Bureau of Labor Statistics. The base index shall be the index effective on the date of Award. The index used for each successive renewal period shall be the effective index on the date of renewal.

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

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

INDEX POINT CHANGE

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

INDEX PERCENT CHANGE

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

C.09 CANCELLATION

Upon any failure of the vendor to furnish or perform the Work (including, but not limited to, commencement of the Work, failure to supply sufficient skilled workers or suitable materials or equipment) in accordance with the contract, the County may order the stop of the Work, or any portion thereof, until the cause for such order has been eliminated. If the vendor persistently fails to perform the Work in accordance with the contract, the County reserves the right to terminate the contract and select the next qualified bidder or readvertise this procurement in part or in whole. The County reserves the right to cancel all or any undelivered or unexecuted portion of this contract with or without cause.

C.10 INSURANCE

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

a. Commercial General Liability

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

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

b. Business Auto Policy

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

c. Owners Protective Liability Coverage

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

d. Certificates of Insurance and Copies of Policies

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

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

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

C.10 INSURANCE (CONTINUED)

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

C.11 MATERIAL/SAFETY DATA SHEET

It shall be the responsibility of the awarded bidder(s) to submit, upon notification of award, a Material Safety Data Sheet (MSDS) for all toxic substances in accordance with Florida Statutes Chapter 442, The Right To Know Law, which mandates on-site MSDS for all toxic substances appearing in the work place.

C.12 DISCLAIMER

The County does not warrant or represent that the wastewater cake sludge produced by the County facility can or should be utilized in any particular manner or for any particular purpose.

MINIMUM TECHNICAL SPECIFICATIONS

D.01 SCOPE OF WORK

Bids are solicited on behalf of Manatee County for the purpose of establishing a qualified vendor to provide transportation of dewatered domestic cake sludge on a daily on call basis from the Manatee County's Southwest and North Water Reclamation Facilities to the Manatee County Bio-Solids Dryer Facility (primary site), Land Application (secondary site), or the Manatee County Landfill (emergency only). Landfill sludge may include all three County Reclamation Facilities.

Hauling to the landfill will be done in an emergency basis only, and when this occurs the County shall be responsible for the landfill tipping fees.

Composition of current sludge: The Sludge is an aerobically or aerobically digested domestic wastewater residual. Average solids composition varies between 16% and 20% solids in cake.

The vendor shall employ appropriate commercial licensed drivers and possess all equipment required for performance of this contract which shall include a sufficient number of large capacity leak proof trailers to transport the sludge. A trailer shall be left at the site to receive the sludge at all times including the time the loaded trailer is being hauled to the disposal site. The County's holding area shall be in operation at all times. At the County's discretion, certain loading sites may be left without a trailer during the time the loaded trailer is being hauled to the disposal site.

D.02 WORKING HOURS

The sludge shall be loaded into the vendor's trailer by County personnel on a 24-hour basis, 7 days a week. The vendor shall be capable of providing tractor units and drivers to remove the loaded trailers from the Facilities on an on call basis. Response time after County request shall be within two hours with pick-up and transportation of the sludge within 24 hours to a disposal site. Vendor shall have a communication device that Manatee County can contact the vendor 24 hours per day, 7 days per week. All work shall be performed during daylight hours.

D.03 SITE INSPECTION

Bidders shall examine the loading sites, test the trailers for compatibility with the loading facility and fully acquaint themselves with all existing conditions of the work to be done in order to familiarize themselves with all precautions to be taken to avoid injury to persons and property. For coordination of site inspection, bidders shall contact the owner's representative Christian Collins at (941)792-8811 ext. 8025. Inspection of county facilities is a requirement to be considered for award of this bid. The vendor shall determine, by site investigation, any necessary work not specifically called for, but necessary to satisfactorily perform the services. Vendor's trailers must be able to fully unload sludge cake into the Bio-Solids Facility holding bins. The Bio-Solids Facility is capable of holding 4 (four) 31 yard truck loads of sludge cake. The Bio-Solids Facility will not be staffed on a 24-hour basis, 7 days a week, therefore drivers must be able to unload their trailers by themselves and must keep the unloading area clean at all times. Signature on Bid Form will attest that the above investigation has been completed.

D.04 ESTIMATED QUANTITY

The County is estimating that 31,400 wet cubic yards of sludge is currently being removed annually (excluding the SEWRF). This quantity is an estimate and may be used by the Bidder in formulating their proposal and will be used by the County for tabulation purposes. However, no warranty is given or implied that this is the exact quantity that will be removed. Vendor shall be paid for actual amount removed.

The quantities of sludge to be removed from each Facility may vary from day to day as required for efficient Facility operation. The total amount of sludge per week from the two Facilities may differ from the stated estimate.

In the event that the Bio-Solids Dryer Facility is shut down, the vendor shall provide an approved disposal site for land spreading of the wastewater cake sludge from all three (3) Water Reclamation Facilities. The total amount of sludge per week from all three (3) facilities **could be** as high as 2,000 wet cubic yards.

The quantities listed above in this article represent the highest historical output. The output from October 2007 thru September 2008 for each facility is as follows:

Southwest (SWWRF) = 23,200 cubic yards; Northwest (NWWRF) = 4,700 cubic yards
Southeast (SEWRF) = 13,000 cubic yards

D.05 VENDOR PERSONNEL AND EQUIPMENT

The County shall inspect the Contractors equipment prior to award of the contract and also monthly, to determine its adequacy to perform the required service. Trailers must have the ability to fully unload into the bins without spillage onto the concrete drive or sludge being deposited on the bin ledge.

All equipment used for this contract shall be in good working order and free of any fluid leaks. The vendor shall own or be sole lessee of the equipment utilized in the performance of this contract. Vendor is required to provide trucks, tractor-trailers with a minimum capacity of 20 cubic yards. A fill line shall be clearly marked and maintained on the inside of each trailer. The vendor shall provide some means of identifying each trailer (e.g. by numbering) and shall supply length, width, and fill depth measurements in feet and inches for the internal cavity of each trailer.

Bidder shall provide a list of all sludge hauling trucks, trailers with manufacturer, year, model, type, trailer capacity, tag numbers, trailer empty weight (an official weights and measures document verifying the capacity of the vehicles) to be used by the vendor for this contract. If the trailer is constructed such that the capacity cannot be exactly determined using length, width and depth measurements, the successful bidder shall supply a simple drawing of each such trailer giving all pertinent measurements and calculated capacity in cubic feet. The Bio-Solids Facility will be closed during certain periods; Bidder shall have enough trailers to satisfactorily hold the sludge cake from the treatment facilities for a three day period (approximately 6 trailers).

D.06 SITE LOCATIONS

SWWRF Southwest Water Reclamation
5101 65th Street West
Bradenton, Florida 34210
Anaerobic Digestion; Permit #FLA012619
Chief Operator = Tom Birk

SEWRF Southeast Water Reclamation
3331 Lena Road
Bradenton, Florida 34202
Aerobic Digestion; Permit #FLA012618
Chief Operator = Dalton Cook

D.06 SITE LOCATIONS (Continued)

NWRF North Water Reclamation
 8500 69th Street East
 Ellenton, Florida 34222
 Aerobic Digestion; Permit #FLA012617
 Chief Operator = Chris West

Manatee County Landfill
 3333 Lena Road
 Bradenton, Florida 34202

Bio-Solids Facility
 3331 Lena Road
 Bradenton, Florida 34202

NOTE: One empty truck/trailer shall be left overnight at the North County and Southeast Facilities. Two empty trucks/trailers shall be left overnight at the Southwest Facility.

D.07 VENDOR'S RESPONSIBILITY

1. Services shall be performed at dates and times designated by the County and in such a manner as not to disrupt ongoing operations. The vendor shall notify the County immediately whenever unforeseen situations develop that would interfere with the scheduled sludge removal.
2. Vendor shall be held responsible for any interruption of normal plant operations due to sole negligence, wrongful or intentional acts of the vendor. Vendor shall be held responsible for any fines, penalties, and expenses imposed upon or incurred by either Manatee County or the vendor where such interruption, fine penalty, or expense is the result of sole negligence, wrongful or intentional acts of the vendor, or any of its officers, or employees.
3. Hauling receipts shall be left with County personnel on the day the sludge is removed at the pick-up location and delivered to the Bio-Solids Dryer Facility. Receipts are to include date, time, trailer number, pick up site, disposal site, calculated volume in cubic yards per load, vendor's signature, and County personnel signature. When the Dryer Facility is not open for business, the Contractor shall leave the hauling receipts and obtain the required signature from the Southeast Water Reclamation Facility plant operator on duty. The County shall inspect all incoming and out-going trailers prior to and after unloading.
4. Trailers shall be clean and free of residual materials from previous hauling. If a trailer contains materials such that the effective capacity will be reduced, the vendor shall remove and clean the trailer at his own expense prior to returning the trailer to the County site for filling.
5. Land Application: Land application will only be used as a last resort when the Dryer is out of service. The vendor shall select the disposal method, the authorized/approved dumping site(s), and be responsible for payment of any and all dumping charges and shall maintain enough disposal sites as to affect the sludge-hauling schedule. The vendor shall provide at least one FDEP approved all weather disposal site to insure that the sludge hauling schedule is not affected during bad weather. The vendor shall provide the County with proof of proper dumping by submittal of the required dumping certificates. Certificates and any specific Manatee approvals include, but are not limited to the following:
 - Land Spreading Permit
 - FDEP - Most recently adopted FDEP Agricultural Use Plans
 - NRCS - Approved Conservation Plan for Site

D.07 VENDOR'S RESPONSIBILITY (Continued)

6. The vendor shall be responsible for the cleanup and removal of any spilled material during the removal and disposal operation. Any spillage, accidental or otherwise, which occurs at/or off the facility site, shall be the responsibility of the vendor to completely remove and sanitize and report to the proper agencies and the County in a timely manner. When dumping trailers into the Bio-Solids Dryer Facility sludge holding bins, sludge deposited on the bin ledge or concrete drive shall be cleaned to the County Dryer staff's approval.
7. The vendor shall submit a traffic route to and from the County sites to the disposal site(s).
8. In the event of any emergency (unscheduled services), the County will inform the vendor of the circumstances necessitating immediate corrective action and afford the vendor every reasonable opportunity to assemble the necessary forces and equipment to resolve the emergency. However, should circumstances prevent the immediate prosecution of the emergency work; the County may use other vendors.
9. Vendor will be required to perform under this contract. No assignment or subcontracting of the contract will be allowed without written approval of Manatee County. It is the responsibility of the vendor to provide sufficient manpower and equipment to meet the County's needs.

D.08 PERMITS, LICENSES AND REGULATIONS

The County Facilities are currently operating under regulations issued by federal and state regulatory agencies. The vendor shall abide by any pronouncement, order, regulation, permit, license, restriction, injunction, moratorium, or denial of permission to operate at the Reclamation Facility which may be imposed or issued by any agency having jurisdiction. The County shall also not be liable for any losses as a result. The vendor shall cooperate with the County during any test, experiment, construction, or maintenance or any other action or operation which may affect the production of dewatered sludge at the County Facilities.

All necessary approvals, agricultural use plans, permits, and licenses necessary for the performance of the services shall be secured and paid for by the vendor and shall meet all federal, state, regional and local laws, regulations, rules and policies pertaining to the transportation and disposal of this material. Appropriate applications will be reviewed and approved by the state and provided to the County upon request. The vendor shall possess appropriate credentials for the services proposed herein. It is the Contractor's responsibility to be familiar with the sludge hauling and disposal requirements of all regulatory agencies having jurisdiction and, in particular, DEP Chapter 62-640 and EPA Rule 503.

Prior to award, the successful bidder shall provide the County with evidence of agreements of valid lease for equipment, use of land at approved disposal sites, equipment operating permits, approval by the regulatory agency or agencies having jurisdiction over sludge disposal and any other leases, licenses, maps and permits required in the execution of this contract.

The County, as the residuals generator, is familiar with and shall comply with the applicable requirements of the State Sludge Rule 62-640, F.A.C. and EPA's Sludge Rule 503 and shall provide residual material to the vendor, as a residuals land applicator, which shall meet the chemical criteria for "residuals suitable for land application" in accordance with 62-640, F.A.C. All delivered residual material shall be stabilized to Class B standards as identified in 62-640, F.A.C.

D.08 PERMITS, LICENSES AND REGULATIONS (Continued)

Land Application: The vendor agrees to accept the responsibility for all Class B residuals treated as required by Chapter 62-640, F.A.C. and EPA's Sludge Rule 503, and agrees to properly dispose of such materials only on a site which has been approved under the agricultural use plan in accordance with Chapter 62-640, F.A.C., EPA's Sludge Rule 503 and the County's Wastewater Treatment Facility permits. The vendor will maintain records; submit monthly and annual reports, according to EPA 503, FDEP 62-640, and Manatee County's Land Spreading Ordinance 97-26 record keeping and reporting requirements of residuals applied to an approved site. The vendor shall be responsible that all reports are submitted in a timely manner and prior to their respective due date. A copy of the annual summary shall also be sent to the County.

The Manatee County Natural Resources Department issues permits for land spreading within Manatee County. Questions pertaining to the Manatee County land spreading Ordinance 97-26 and required land spreading permit can be directed to Gregory Blanchard, Environmental Program Manager at 941-742-5980 extension 1873. The Contractor shall obtain a Manatee County Permit from the Natural Resources Department for land spreading in the County. To obtain a land spreading permit kit, contact Scott Browning, Environmental Specialist at 941-742-5980 extension 1874.

For more information on FDEP approved and permitted sites for land application of wastewater cake sludge, the vendor should contact the Florida Department of Environmental Protection at 850-245-8734.

D.09 INSPECTIONS AND REPORTS (LAND SPREADING ONLY)

In order to determine that the vendor is operating in full compliance with regulations, the County will coordinate inspections of disposal site(s), equipment, and record keeping with the vendor.

A quarterly report reflecting the date of application, sludge volume, metal and nutrient applications that were land spread shall be submitted to the County Reclamation Facility and to the Manatee County Natural Resources Department (NRD) (if applicable, in-County residual application) by the 15th of the following month. The vendor shall also submit a report to any County, City or Governmental body that has legal jurisdiction that requires a report. A copy of all reports generated for Manatee County residuals shall be submitted to the Manatee County Reclamation Facility. The Bidder shall submit an example of such report as is typically prepared for submittal to meet all Governmental regulatory requirements. See Appendix "A" for report requirements.

The report format shall show the location, date of application, sludge volume, water table at the time of application, field acreage, crop, allowable nitrogen loading from preceding years of application, and heavy metals and any other constituents the County, Regulatory Agencies, or land owner shall require. For FDEP, the report shall reflect the constituents applied in tons and pounds per acre. The report shall also maintain a continual running accumulative loading rate of all applied constituents for the lifetime of the field.

The annual Report that is required by the FDEP, EPA and any county, city or governmental body that has legal jurisdiction shall also be sent to the County by January 20th of each following year. For FDEP, the report shall reflect the constituents applied in tons and pounds per acre. The EPA report shall reflect the constituents applied in metric tons and kg/hectare. Five copies for each Reclamation Facility shall be submitted. All agency reports may be in one package. The County shall provide to the vendor the following items that shall be included in the Annual Report: sour test results, fecal coliform, volatile reduction,

D.09 INSPECTIONS AND REPORTS (LAND SPREADING ONLY)-(Continued)

TCLP, and the CFR-40, Part 122 Appendix D, Tables II, III and TCDD results along with any conventional and non-conventional pollutants required to be tested by existing discharges, if expected to be present.

The attached "Regulatory Reporting Requirements", Appendix "A" identifies the information required for reporting.

D.10 CONTRACTORS INABILITY TO PERFORM

If the vendor is unable to fulfill his contract obligations due to the sludge containing constituents which render the sludge a hazardous material, the vendor shall haul the sludge to the Manatee County Landfill, collect the load ticket and submit it for payment under the landfill sludge payment option. The Manatee County Landfill is adjacent to the Bio-Solids Sludge Dryer Facility.

It is expected that the vendor will cooperate fully with the County in its efforts to maintain the transport and disposal service of dewatered sludge as provided herein.

D.11 MISCELLANEOUS

The vendor will not perform any major equipment maintenance on County property, unless it is an emergency. The vendor shall perform all work necessary to secure an FDEP, EPA and/or County of Manatee approved disposal site and to secure a Manatee County land spreading permit and conform to all requirements stipulated in the Manatee County land spreading Ordinance 9726, including contracts with property owners and preparation of conservation plan as required. Copies of all agreements, reports, and permits shall be provided to the County.

D.12 CLASS 'B' STABILIZATIONAEROBIC - Aerobic Sludge Class B

- Pathogen Reduction = < 2,000,000 colonies forming units per gram of total solids (dry weight basis). The geometric mean of the density of the fecal coliform in the seven samples collected.
- Vector Attraction = < 1.5 Sour Test Result

ANAEROBIC - Anaerobic Sludge Class B

- Pathogen Reduction = < 2,000,000 colonies forming units per gram of total solids (dry weight basis). The geometric mean of the density of the fecal coliform in the seven samples collected.
- Vector Attraction – A minimum of 38% volatile reduction of mass of the volatile solids in the sewage sludge.

BASIS OF AWARD

E.01 BASIS OF AWARD

Award will be made to the most responsive, responsible bidder having the lowest total bid offer for the specified transportation services.

Whenever two or more bids which are equal with respect to price, quality and service are received, a bid received from a local business shall be given preference in award. Whenever two or more bids which are equal with respect to price, quality and service are received, and both bids or neither of these bids 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.

E.02 BIDDERS OUALIFICATIONS

Reliability of the vendor's past service will be evaluated to determine acceptance of the lowest priced responsible bidder. Vendor shall have sufficient financial support, equipment, ability, and organization to ensure that they can satisfactorily execute the services under the terms and conditions stated herein. The vendor must be able to provide an FDEP approved and permitted all weather site for land application, in the event that this option must be used, at the time of their bid submittal. Bidder shall provide three commercial references for which you are performing or have performed that are similar in nature to requirements specified herein.

Vendor must have sufficient, maintained equipment to perform the work specified. Bidder shall attach a listing of all major equipment which will be available for this contract. Listing shall include manufacturer, year, model, type, trailer capacity, tag numbers, trailer empty weight (an official weights and measures document verifying the capacity of the vehicles).

Manatee County will determine whether the evidence is sufficient to indicate the ability of the vendor to perform.

E.03 SUBMITTAL REQUIRMENTS

Each bidder shall be required to submit the following items with their bid in order for their bid to be considered responsive:

- 1) Completed Contractor's Questionnaire (that is included in these bid documents starting on page 23).
- 2) FDEP approved and permitted sites for landspreading, with at least one all-weather site. Information, to include:
 - a. Owners name
 - b. FDEP permit number for the site(s)
 - c. Most recently adopted FDEP Agricultural Use Plans
- 3) Complete equipment list proposed to be used for this contract.

BID FORM
(Submit in Triplicate)

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

RE: "IFB #09-0636CD- Wastewater Cake Sludge Removal, Hauling, & Disposal"

DESCRIPTION/LOCATION	ANNUAL ESTIMATED QTY	UNIT PRICE PER CUBIC YARD	EXTENDED PRICE
SWWRF- Hauling Cake Sludge to Bio-Solids Dryer or Landfill	24,140	\$ _____	\$ _____
SWWRF- Land Spreading of Sludge	2160	\$ _____	\$ _____
NWWRF- Hauling Cake Sludge to Bio-Solids Dryer or Landfill	4680	\$ _____	\$ _____
NWWRF- Land Spreading of Sludge	420	\$ _____	\$ _____
SEWRF- Hauling Cake Sludge to Landfill	252	\$ _____	\$ _____
SEWRF- Land Spreading of Sludge	828	\$ _____	\$ _____
TOTAL BID OFFER			\$ _____

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

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

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

(Print name and title of signer) DATE: _____

COMPANY ADDRESS: _____

TELEPHONE #: _____ FAX #: _____ FEIN #: _____

ACKNOWLEDGE ADDENDUM #: _____ DATED: _____

BID FORM (Continued)
(Submit in Triplicate)
BIDDER'S QUESTIONNAIRE

This questionnaire must be fully completed and returned. Failure to do so may result in disqualification of your bid. Evaluation of this questionnaire will be a prime factor in the award process.

1. Company name under which you do business: _____
Physical address: _____
24-hour contact name: _____ Phone #: _____
2. Business license #: _____ Expiration: _____
3. Is your company licensed by the Florida Department of Environmental Protection? _____
If yes, license # _____
List any license, permits you hold for performing this type work: _____

4. Is the disposal site permitted? _____ If yes, permit # _____ All Weather Site? _____
Owner's name: _____ Phone #: _____
Address/location of disposal site: _____
5. Bidding as an individual: ____; a partnership: ____; a corporation: ____; a joint venture: _____
6. How long have you been in business offering sludge hauling services? _____ years
7. Number of employees presently on your payroll? _____ Subcontracted employees? _____
8. Name of person supervising this contract and their experience? _____

9. Listing number and types of equipment to be used for this contract:

10. Listing and number and type of equipment you propose to rent/lease for this contract:

11. Have you ever failed to complete work? _____ If yes, provide location and explanation: _____

BID FORM (Continued)
(Submit in Triplicate)
REFERENCES

List three commercial references for similar services your firm has performed within the past two years:

1. Company Name: _____

Address: _____

Contact Name: _____ Phone #: _____

Project Identification/Description: _____

Dates Performed: _____

2. Company Name: _____

Address: _____

Contact Name: _____ Phone #: _____

Project Identification/Description: _____

Dates Performed: _____

3. Company Name: _____

Address: _____

Contact Name: _____ Phone #: _____

Project Identification/Description: _____

Dates Performed: _____

BIDDER: _____

Attachment "A"

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.: 09-1502CD- Wastewater Cake Sludge Removal, Hauling, & Disposal, for the following reason(s):

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

REMARKS:

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

Company Name: _____

Company Address: _____

Telephone: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)

ATTACHMENT "B"**Drug Free Work Place Certification**

SWORN STATEMENT PURSUANT TO SECTION 6-101(7)(B),
MANATEE COUNTY PURCHASING CODE, ON DRUG FREE WORK PLACES

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

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

[print individual's name and title]

_____ for _____

[print name of entity submitting sworn statement]

whose business address is: _____

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

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it will provide a drug free work place by:

(1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by '893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

- (i) the dangers of drug abuse in the work place;
- (ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
- (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) the penalties that may be imposed upon employees for drug abuse violations.

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

- (i) abide by the terms of the statement; and
- (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

(4) Notifying the County within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug free work place through implementation of sections (1) through (5) stated above.

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

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by subsection 3-101(7)(B).

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 200__ by _____.

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

Notary Public Signature My commission expires _____

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

Attachment "C"

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE 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 address is: _____

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

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

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

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

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

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____ by _____.
Personally known _____ OR Produced identification _____
[Type of identification]

Notary Public Signature My commission expires _____

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

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