

**MANATEE COUNTY GOVERNMENT
INVITATION FOR BIDS (IFB) #12-1100CD
COLLECTION/REMOVAL OF USED OIL AND OTHER
WASTE PRODUCTS**

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: **Friday, October 19, 2012**

TIME AND DATE DUE: **Friday, October 26, 2012 at 3:00 PM**

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Important Note: A prohibition of Lobbying has been enacted. Please review paragraph A.23 carefully to avoid violation and possible sanctions.

**FOR INFORMATION CONTACT:
CHRIS DALEY, CPPB- Contract Specialist
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.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

Friday, October 19, 2012 shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids to the Manatee County Purchasing Office.

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

A.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.myanatee.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 #12-1100CD – Collection/Removal of Used Oil and Other Waste Products" 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)2 states that sealed bids shall be exempt from inspection or copying until such time as the County provides a notice of a decision or until 30 days after the date the bids are opened, whichever is earlier.

Based on the above, Manatee County will receive bids at the date and time stated, and will make public at the opening the names of the business entities of all that submitted an offer and any amount presented as a total offer without any verification of the mathematics or the completeness of the offer. Upon the expiration of the statutory term for exemption the actual documents may be inspected or copied.

When County staff have completed a mathematic validation and inspected the completeness of the offers, a tabulation shall be posted on mymanatee.org.

A.11 UNBALANCED BIDDING PROHIBITED

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

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

In the event the County determines that a bid is presumed unbalanced, it will request the opportunity to, and reserves the right to, review all sources quotes, bids, price lists, letters of intent, etc., which the bidder obtained and upon which the bidder relied upon to develop the bid. The County reserves the right to reject as non-responsive any presumptive unbalanced bids where the bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

A.12 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County. For all items combined, the bid of the lowest responsive, responsible bidder will be accepted, unless all bids are rejected. The lowest responsible bidder shall mean that bidder who makes the lowest bid to sell goods and/or services of a quality which conforms closest to or most exceeds the quality of goods and/or services set forth in the attached Contract Documents 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.13 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 of Laws, as amended.

A.14 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.15 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.16 BID FORMS

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

A.17 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.18 TAXES

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

A.19 MATHEMATICAL ERRORS

Bids submitted shall be based on the quantities stated on the Bid Form. Quantities shall be used for the comparison of Bids. Payment to the Contractor will be made based on the actual quantity of work completed and accepted at the date of payment request, in accordance with the terms of the contract.

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

A.20 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the Contract Documents, 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 Contract Documents, 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.21 MODIFICATION OF BID CONTRACT DOCUMENTS

If a bidder wishes to recommend changes to the bid Contract Documents, the bidder shall furnish in writing, data and information necessary to aid the County in evaluating the request to modify the bid Contract Documents. The County is not obligated to make any changes to the bid Contract Documents. Unless an addendum is issued as outlined in Article A.04, the bid Contract Documents shall remain unaltered. **Bidders must fully comply with the bid Contract Documents, terms, and conditions.**

A.22 AMERICAN 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.23 LOBBYING

After the issuance of any Invitation for Bids or Request for Proposals, 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 Invitation for Bids or Request for Proposals with any officer, agent or employee of Manatee County other than the Purchasing Director or as directed in the Invitation for Bids or Request for Proposals. This prohibition begins with the issuance of any Invitation for Bids, or Request for Proposals, and ends upon execution of the final contract or when the invitation or request has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code.

A.23 LOBBYING (Continued)

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 Purchasing, in writing.

A.24 DISQUALIFYING CRIMINAL MATTERS; CERTIFICATION REQUIRED

A person or affiliate who has been placed on the State's convicted vendor list following a conviction for a public entity crime, as that term is defined in Florida Statute s. 287.133, may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a 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 Florida Statute s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

In addition, the Manatee County Code prohibits the award of any contract 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 an environmental law that, in the reasonable opinion of the purchasing official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible manner; To ensure compliance with the foregoing, the Code requires all persons or entities desiring to contract with the County to execute and file with the purchasing official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have a such a record and is therefore eligible to seek and be awarded business with the County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A confirming Criminal Matters Certification Affidavit is attached for this purpose.

A.25 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Manatee County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders 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.

A.26 MBE/WBE

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

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

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 on forms either supplied by or approved by the County. This procurement shall be made by an Agreement and be bound by the terms and conditions herein.

B.02 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.03 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.04 ASSIGNMENT OF CONTRACT

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

SPECIFIC TERMS & CONDITIONSC.01 PURPOSE

It is the intent of the County of Manatee to enter into an agreement with a vendor for the collection and removal, on an as required basis, of waste oil products from various locations within Manatee County Florida.

C.02 ESTIMATED QUANTITY

Exact quantity of collections cannot be determined at this time; payment shall be made on the actual gallons of waste oil products collected. Waste oil products will be made available to the Vendor as accumulated. The County makes no guarantee of the quantity of waste oil products to be collected at any given time.

The following is a summation of the various types of waste oil products collected through the previous year:

2011/2012-

Waste Oils <5% H₂O = 14,223 gallons
 Diesel Fuel <5% H₂O = 100 gallons
 Non Hazardous Oil Shop Waste Water = 3423 gallons
 Antifreeze = 295 gallons
 Used Oil Filters = 7300 units
 Used Absorbent Pads and Rags = 14 drums
 Car wash Sludge = 600 gallons
 Vacuum truck Service Hours = 6.5 hours

C.03 PRICES & TERM

Bid shall be based on all costs, i.e. labor, transportation, permits, equipment, submittals, etc., associated with the proper removal and disposal of the used oil and other waste products as collected from the designated location. Any contract resulting from this Invitation for Bids shall remain firm for a period of one year from date of contract execution.

The County reserves the right to add or delete locations during the contract period, if the need arises.

C.04 PAYMENT

Some waste oil products collected and removed shall require payment from the vendor to the County while other waste oil products may require payment from the County for proper disposal.

1. Payment from the Vendor to the County

For waste oil products listed on the bid form that indicate payment **to the County**, the payment shall be based on the number of gallons of used waste oil products collected from the first day of the month through the last day of the month, shall be made on or before the 15th of that month following that collection. Vendor shall use a metered truck and record the gallons of waste oil collected and provide on-site County personnel with a hauling receipt that shall include the date, time, truck number, and disposal site, volume per gallons, vendor's signature, and County personnel signature.

Payment from the Vendor to the County (Continued)

Copies of the hauling receipts, for which payment is being made, shall accompany the payment, which shall be in the form of a company's check, cashier's check or money order made payable to the Manatee County Board of County Commissioners. **No cash transactions are authorized.**

2. Payment from the County to the Vendor

For waste oil products listed on the bid form that indicate payment **from the County**, the vendor shall submit an invoice to the County with copies of the hauling receipts based on the units of measure as indicated on the Bid Form of used waste oil products collected from the first day of the month through the last day of the month, on or before the 15th of that month following that collection.

Within forty-five (45) days after presentation of an appropriate invoice and acceptance by the County, the County shall pay the total amount due. Vendor shall use a metered truck and record the quantity of non-hazardous waste products collected and provide on-site County personnel with a hauling receipt that shall include the date, time, truck number, and disposal site, volume per gallons or other units of measure as indicated on the Bid Form, vendor's signature, and County personnel signature.

C.05 CANCELLATION

Failure to adhere to all terms and conditions of the contract will be just cause for the County to dispose of all used oil and other waste products collected during the balance of the period covered by the contract in the open market and charge any loss occasioned thereby to the Vendor and cancel contract without further notice.

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

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

C.06 RENEWAL

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

C.07 INSURANCE

The vendor will not commence work under a contract until all insurance under this section and such insurance coverage as might be required by the County has been obtained. The vendor shall obtain, and submit to Purchasing within 15 calendar days of request, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

a. Workers' Compensation/Employers' Liability

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

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

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

b. Commercial General Liability

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

General Aggregate:

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

c. Business Auto Policy

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

Endorsements to include the ICC Form MSC90 and ISO Form CA 9948

d. Environmental Pollution Liability

Bodily Injury & Property Damage	<u>\$1,000,000</u>
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e. Owners Protective Liability Coverage

The minimum OPC Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the contractor shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability coverage. The limits afforded by the OPC Policy and any excess policies shall apply only to the 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.

- f. 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: Manatee County, a political subdivision of the State of Florida, shall be specifically named as additional insured on all 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.

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

TECHNICAL SPECIFICATIONSD.01 SCOPE OF SERVICES

The County of Manatee, Florida requires the services of a Vendor for the collection and removal, on an "As **Required** Basis", of used oil and various types of other non DOT regulated waste products (i.e.; oily water, sludge, oil filters, antifreeze, used shop rags and pads, etc.) which are collected at the various Manatee County facilities as well as the Manatee County Lena Road Landfill.

The collection shall include the handling, consolidation, storage, transportation, and disposal activities involved in the removal of the specified waste products. At the time of collection, the Vendor shall leave a hauling receipt or bill of lading with the County personnel that shall include the date, time, truck number, and disposal site, volume per volume or other units of measure as indicated on the Bid Form, vendor's signature, and County personnel signature.

D.02 LOCATIONS AND COLLECTION FREQUENCIES1. Manatee County Public Works Department, Fleet Services

On a rotational bi-weekly basis, the vendor shall provide routine pickup of waste oils and other waste products:

- a. Central Fleet Location
1100 26th Avenue East
Bradenton, FL 34208
Contact: Bruce Payton
- b. West Fleet Location
4700 66th Street West
Bradenton, FL 34210
Contact: John Rawley, Jr.
- c. East Fleet Location (at Lena Road Landfill)
3055 Lena Road
Bradenton, FL 34202
Contact: Bruce Payton or Stan Driggers
- d. Small Engine/ Turf Shop
2903 12th Street Ct. East
Bradenton, FL 34208
Contact: Billy Lopata or Bruce Payton

2. Manatee County Utilities Department

On an "**On-Call** Basis", the vendor shall provide pickup of waste oils only at these locations:

- a. Lena Road Landfill
3333 Lena road
Bradenton, FL 34202
Contact: David Pickup or Cari Walz

Manatee County Utilities Department (Continued)

b. Utilities Administration/HHW Shed
4410 66th Street West
Bradenton, FL 34210

D.03 REQUIREMENTS

1. Collections shall be performed no less than a rotational bi-weekly basis for the Public Works Department Fleet Service locations and on "On-Call Basis" for the Utilities Department's locations. Collections shall be made between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday. In the event of a spill, the vendor shall have a spill response team (truck) within two (2) hours at sites so designated by the County.
2. The Vendor shall be responsible for the removal, storage, reuse, and/or processing of all materials collected from the County. Contaminated materials are to be disposed of properly and the County will be informed of quantities and locations of such disposals. If for any reason the Vendor is unable to pick up or receive any of the materials outlined in this Invitation for Bids, the Vendor will be responsible for all expenses the County incurs to dispose of said materials. The County will not be liable for any disposal costs incurred by the Vendor.
3. Collection vehicles for waste oils shall have a meter to record the number of gallons of waste oils collected. Vendor's vehicles must be equipped in a manner that shall prevent the escape of material that may create a spill.
4. Collection vehicles for other non DOT regulated waste products shall have loading capabilities that will accommodate loading from a forklift (owned and operated by either the County or the Vendor). An additional option of hand-loading may be required by the Vendor depending on the site and the County's discretion at the time of collection. Vendor's vehicles shall be equipped in a manner that will prevent the escape of material that may create a spill.
5. The Vendor shall maintain records in a manner acceptable to the County on waste oil and other non DOT regulated waste products collected and disposed of during the contract period. The Vendor shall permit the County to conduct full and open inspection of their facility and records upon advance written request by the County.
6. All services shall be performed in a professional, safe and workmanlike manner with collection area left clear of debris. The Vendor shall obtain any and all permits and licenses required to perform this contract and shall comply with all pertinent laws and regulations of the federal government as well as all state and local laws and ordinances.

D.04 REPORTING

Vendor shall report all materials collected by date and type on or before the 15th of each month for the previous month. Contractor shall permit the County to conduct full and open inspection of payment and reimbursement records upon request.

D.05 OWNERSHIP OF MATERIALS

The ownership of all materials shall vest in the County at the time said materials are placed at the collection facilities and will remain the property of the County until such time as the materials are loaded onto the Vendor's transport vehicle.

D.06 BID SUBMITTALS

1. Vendor shall provide a complete report regarding the receipt of any notices from local, state, or federal agencies, i.e., warning notices, consent orders, notices of violations.
2. Vendor shall provide the County with a 24 hour, seven (7) day a week emergency activation number for notification purposes.
3. Vendor shall provide County with the name and telephone number of a permanent contact to address issues of collection, program expansion, complaints, payments, etc.
4. Vendor shall provide the name, address and telephone number of all final designated disposal and/or processing sites. The final site(s) must be operated in such a manner so as to comply with all federal, state and local agencies rules and regulations.
5. Bidder shall provide a Safety Plan. All vehicles involved in the transportation of used oil and other non DOT regulated waste products leaving the County facilities must be equipped in a manner that will prevent escape of materials or fluids that may create litter, safety risks, and environmental damage or that otherwise may become dislodged during transport.

BASIS OF AWARDE.01 BASIS OF AWARD

Award shall be made to the most, responsive, responsible bidder meeting the requirements herein and offering the best offer to the County for the collection and removal of waste oil and other non-hazardous waste products as listed on the Bid Form.

Only one award shall be made.

Whenever two or more quotes are equal with respect to price, quality and service, the bid received from a local business shall be given preference in award. Whenever two or more quotes which are equal with respect to price, quality and service are received, and both quotes or neither of these quotes 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 legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its bid that for at least six (6) months prior to the announcement of the solicitation of bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employees at that location.

A sample form of the Contract is included in the bid documents as pages 22 thru 27. The selection of award may modify the unit pricing portion of the contract (i.e. each or pounds).

SECTION F

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION**F.01 Vendor Registration**

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

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

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

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

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

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

Quick steps to on line registration: www.mymanatee.org

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

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

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

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

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION**F.02 Section 2-26-6. Local preference, tie bids, local business defined.**

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

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

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

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

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

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

1. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
2. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;
3. Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
4. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;

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

5. Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county commission or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

(g) To qualify for local preference under this section, **a local business must certify to the County that it:**

1. Has not within the five years prior to the bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;

2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the bid announcement;

3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

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

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

A. Authorized Representative

I, [name] _____, am the [title] _____

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

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

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

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

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

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

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

Signature of Affiant _____

STATE OF FLORIDA
COUNTY OF _____

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

(Notary Seal) Signature of Notary: _____

Name of Notary (Typed or Printed) _____

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

Submit executed copy to Manatee County Purchasing, Suite 803, 1112 Manatee Avenue W., Bradenton, FL 34205

BID FORM
(Submit in Triplicate)

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

RE: "Sealed Bid # 12-1100CD – Collection/Removal of Used Oil and Other Waste Products"

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: _____

_____ DATE: _____

(Print Name & Title of Signer)

COMPANY ADDRESS: _____

TEL. NO.: _____ FAX NO.: _____

FEIN NO.: _____

Acknowledge Addendum No. ____ Dated: _____

Acknowledge Addendum No. ____ Dated: _____

Acknowledge Addendum No. ____ Dated: _____

BID FORM CONTINUED
(Submit in Triplicate)

IFB #12-1100CD

1. We propose to collect/remove and dispose of waste oils and other waste products as specified herein per the following:

GROUP	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	UNIT COST	EXTENDED PRICE	
A- VENDOR PAYS THE COUNTY	Waste Fuels (Oils) <5% H2O	14,000	GAL	\$ _____	\$ _____	
	Diesel Fuel <5% H2O	100	GAL	\$ _____	\$ _____	
Total Estimated Annual Amount of Group A- Paid to the County						
B- COUNTY PAYS THE VENDOR	Non-Hazardous Oil Shop Waste Water	2800	GAL	\$ _____	\$ _____	
	Fuel Water Mixture (PCW)	5	GAL	\$ _____	\$ _____	
	Used Oil Filters	7500	EACH	\$ _____	\$ _____	
	Antifreeze (Non-Hazardous)	500	GAL	\$ _____	\$ _____	
	Waste Gasoline	60	GAL	\$ _____	\$ _____	
	Absorbents (Pads/ Rags)- 250/drum	10	DRUM	\$ _____	\$ _____	
	Vac Truck, Portal to Portal	5	HOUR	\$ _____	\$ _____	
	Sludge (Non-Hazardous) Vac Service	100	GAL	\$ _____	\$ _____	
	Oily waters Vac Service	200	GAL	\$ _____	\$ _____	
	Analytical testing	1	EACH	\$ _____	\$ _____	
	Empty Drums Disposal	1	EACH	\$ _____	\$ _____	
	Total Estimated Annual Amount of Group B- Paid to the Vendor					
	Total Estimated Annual Net Value Paid to County (= Group A minus Group B)					
\$ _____						

VENDOR NAME: _____

QUESTIONNAIRE

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.

- 1. COMPANY NAME: _____
- 2. License Number: _____ Phone: _____
How long have you been in this type business? _____ years
- 3. How do you propose to perform this service? Outline complete procedures _____

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

- 5. Provide at least two references (company and contact name, phone number, and contract reference name, number) for which you have performed this type service for within the past three years.

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

_____ Safety Plan enclosed?

**AGREEMENT FOR
COLLECTION/REMOVAL OF USED OIL AND OTHER WASTE PRODUCTS**

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

WHEREAS the County desires to sell certain recovered materials received in the course of its business to Vendor and Vendor is in a position to purchase, handle, and transport all such recovered materials.

WHEREAS the County caused a public announcement to be made, distributed and published (IFB #12-1100CD), inviting bids for the collection and removal of used oil and other waste products, and has selected the Vendor pursuant to the Manatee County Procurement Code, Chapter 2-26, Article IV, Section 2-26-40, entitled "Source Selection".

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

1. Vendor shall collect from the County; the used oils generated by the County at its various Fleet Service facilities as well as used oils received by the County at its Solid Waste Management Facilities, 3333 Lena Road, Bradenton, Florida, or other sites within the County on an "AS DESIGNATED BASIS".
2. Vendor shall collect materials from the County's Fleet Service facilities not less than on a rotational bi-weekly basis and on an "ON-CALL BASIS" from the County's Lena Road Solid Waste Management Facility between the hours of 8:00 A..M. and 4:00 P.M., Monday through Friday.
3. Vendor has total responsibility for the operations and maintenance of Vendor's vehicles and containers; and for assuring the ultimate proper transporting and processing of materials collected. Further, the Vendor shall maintain insurance coverage, at ALL times during the terms of this Agreement (and any renewals of this Agreement of the types and in the amounts as set forth in Exhibit A).

4. On each occasion when the Vendor collects and removes any recovered materials as stated herein, the number and type shall be recorded on a hauling receipt and a copy left on site with County personnel. The hauling receipt shall list the site the materials are recovered from, date, time, and truck number, and disposal site, volume of materials recovered, vendor's signature, and County personnel signature.

5. **Payments to the County:** the Vendor shall remit payment (company's check, cashier's check or money order) to the County with copies of hauling receipts, on or before the 15th day of each month, for the total gallons of used oil collected by the Vendor during the preceding months. Payment shall be as follows:

\$ _____ per gallon of waste oils <5% H2O

\$ _____ per gallon of diesel fuel <5% H2O

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

Mailing address: Manatee County Government
Attention: Treasury Management
P.O. Box 1000
Bradenton, Florida 34205

6. **Limitation of Costs and Payments by the County to the Vendor:** For waste oil products removal and disposal service payments by the County to the Vendor, the Vendor shall remit invoices with copies of hauling receipts to the County, on or before the 15th day of each month, for the total numbers of waste oil products collected by the Vendor during the preceding months. Contractor shall be paid by County an amount in accordance with Attachment B for the provision of the Scope of Services.

7. Failure of the Vendor to meet the pickup requirements will be considered justifiable reason for cancellation of this Agreement Failure to make prompt payment will be just cause for the County to sell all material collected during the balance of the period covered by the contract in the open market and charge any loss occasioned thereby to the Vendor and cancel the contract without further notice.

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

9. This Agreement shall remain in effect for a term of one year from the date of full execution of this Agreement. This Agreement may be automatically renewed beyond the first 12 month contract period not to exceed two 12 month periods for total contract duration of 36 months providing there are no changes of terms or conditions. Further, any amendments to or deletions from this Agreement shall be effective only upon approval and full execution of a written Amendment to this Agreement.

10. This Agreement may be cancelled by the Vendor upon 60 days written notice by Certified Mail to the County; however, the County is authorized to secure services during this 60 day interim. The County has the right to terminate a contract by giving 30 days written notice if the Vendor fails to fulfill any of the terms and conditions of the Agreement. The County also reserves the right to terminate this Agreement for the convenience of the County, with or without cause.

11. The County shall be entitled to payment for all materials collected, pursuant to the provisions of the Agreement through the date of termination.

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

13. Any written notification or correspondence pursuant to this Agreement shall be addressed as follows:

To the Vendor:

TO the County:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Collection/Removal of Used Oil and Other Waste Products (IFB# 12-1100CD) to be executed in duplicate, on the last date appearing below.

Contractor

By: _____

Print Name: _____

Title: _____

MANATEE COUNTY GOVERNMENT

BY: _____ For the County

Signature

Melissa M. Wendel, CPPO, Purchasing Official

Name and Title of Signer

Date: _____

SAMPLE AGREEMENT

**EXHIBIT "A"
INSURANCE REQUIREMENTS**

I. Workers' Compensation/Employers' Liability

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

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

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

II. 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.

General Aggregate:

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

III. Business Auto Policy

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

Endorsements to include the ICC Form MSC90 and ISO Form CA 9948

d. Environmental Pollution Liability

Bodily Injury & Property Damage	<u>\$1,000,000</u>
---------------------------------	--------------------

Owners Protective Liability Coverage

The minimum OPC Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the contractor shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability coverage. The limits afforded by the OPC Policy and any excess policies shall apply only to the 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.

V. The County shall be named as an additional insured on the General Liability and Automobile Liability policies and shall be afforded at least 30 days advance written notice of cancellation of any of the above policies.

ATTACHMENT "B"
PAYMENTS TO THE VENDOR

The cost of removing and disposing of non DOT regulated waste products are provided in the following payment schedule:

DESCRIPTION	UNIT OF MEASURE	UNIT COST
Non-Hazardous Ship Waste Water	Gallon	
Fuel Water Mixture (PCW)	Gallon	
Used Oil Filters	Each	
Antifreeze (Non-Hazardous)	Gallon	
Waste Gasoline	Gallon	
Absorbents (Pads/Rags)	Drum (250/drum)	
Vac Truck- Portal to Portal	Hour	
Sludge (Non-Hazardous) Vac Service	Gallon	
Oil Waters Vac Service	Gallon	
Analytical Testing	Each	
Empty Drums Disposal	Each	

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

The Contractor shall provide the County with invoices in accordance with required services but not more frequently than on a monthly basis.

The Contractor's invoice shall be in a form acceptable to the County and include detail as may reasonably be requested by the County. Each invoice is to be accompanied with a hauling receipt for each category listed.

Invoices shall be sent to the following address:

Mailing address: Clerk of the Circuit Court
 Attention: Manatee County Finance Department
 P.O. Box 1000
 Bradenton, Florida 34206

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.: 12-1100CD – Collection/Removal of Used Oil and Other Waste Products, 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"

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE 6,
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 judgment 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.