



## MANATEE COUNTY FLORIDA

### INVITATION FOR BID #14-1096BS

### BIOSOLIDS HAULING SERVICES

**DATE ISSUED: April 23, 2014**

**BID OPENING: May 5, 2014 at 3:00pm**

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

For Information Contact: Bonnie Sietman, Senior Buyer  
P 941.749.3046 F 941.749.3034  
[bonnie.sietman@mymanatee.org](mailto:bonnie.sietman@mymanatee.org)

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Manatee County invites your participation in the following bid. The specifications stated herein are of the minimum requirements. All bids submitted shall be in accordance with the General Conditions, Specific Conditions and Minimum Technical Specifications.

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.

#### CLARIFICATION

It shall be the responsibility of all Vendors to request any additional clarification of the contents herein. Clarification deadline is April 30, 2014, at 3:00pm. Clarification will be furnished by written addendum from Purchasing. Vendors shall not accept any verbal or telecommunication explanation as authorized clarification of the contents herein.

**Important Note:** A prohibition of Lobbying has been enacted. Please review paragraph A.21 carefully to avoid violation and possible sanctions.

AUTHORIZED TO RELEASE: BLS *[Signature]*

## GENERAL INFORMATION

### 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 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 and **on the County's document distribution service** at <http://www.demandstar.com>.

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 CLARIFICATION & ADDENDA

It shall be the responsibility of all bidders to request any additional clarification of the contents herein. Clarification will be furnished by written addendum from Purchasing. Bidders shall not accept any verbal or telecommunication explanation as authorized clarification of the contents herein.

Each bidder shall examine all Invitation for Bid 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 Bids, the County will attempt to notify all prospective bidders who have secured same, however, it shall be the responsibility of each bidder, prior to submitting their bid, to contact the Manatee County Purchasing Office (see contact on page 1) to determine if addenda were issued and to make such addenda a part of their bid.

#### A.05 DISCLOSURE

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

Bids/Proposals become subject to disclosure 30 days after the Opening or if a notice of intended award decision is made earlier than this time as provided by Florida Statute 119.071(1) (b). If the County rejects all offers and concurrently notices its intent to reissue the solicitation, initial offers are exempt until the County provides notice of its intended decision, or 40 days after the opening of the new offers.

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, tabulation shall be posted on [www.mymanatee.org](http://www.mymanatee.org).

#### A.06 SEALED & MARKED

Two signed documents (one original and one copy) of your bid shall be submitted in one sealed package, clearly marked on the outside "Sealed Bid #14-1096BS, Biosolids Hauling Services with your company name. Address package to:

Bonnie Sietman, Senior Buyer  
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 shall 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 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.11 APPLICABLE LAWS

Bidder shall 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. Any actual or prospective Bidder who is aggrieved in connection with the solicitation or award of a contract may protest in accordance with the Manatee County Code of Law.

#### A.12 CODE OF ETHICS

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

By submitting a bid, the Bidder represents to the County that all statements made and materials submitted are truthful, with no relevant facts withheld. If a Bidder is determined to have been untruthful in its bids or any related presentation, such Bidder will be disqualified from eligibility to perform the work described in this Invitation for Bid, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids to supply goods or services to, Manatee County.

#### A.13 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 accepting bona fide employees or established commercial agencies maintained by bidder for purpose of doing business.

#### A.14 BID FORMS

Bids shall be submitted on attached County forms, although additional pages may be attached. Bid Forms shall be executed by an authorized signatory who has the legal authority to make the offer and bind the company. Bidders shall 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 reprocurement costs, damages, and attorney fees as incurred by the County.

#### A.15 DISCOUNTS

Any and all discounts shall 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.16 TAXES

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

#### A.17 MATHEMATICAL ERRORS

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.

#### A.18 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.19 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, the bid specifications shall remain unaltered. **Bidders shall fully comply with the bid specifications, terms, and conditions.**

#### A.20 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** shall contact the person named on the first page of this Bid document at least twenty four (24) hours in advance of either activity.

#### A.21 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 Official 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.22 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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

#### A.23 MBE/WBE

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

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

#### A.24 WITHDRAWAL OF OFFERS

Vendors may withdraw offers as follows: a) Mistakes discovered before the opening of a solicitation may be withdrawn by written notice from the bidder submitting the offer. This request shall be received in the office designated for receipt of offers in the solicitation document prior to the time set for delivery and opening of the offers. A copy of the request shall be retained and the unopened offer returned to that vendor. b) After the responses to a solicitation are opened or a

selection has been determined, but before a Contract is signed, a vendor alleging a material mistake of fact may be permitted to withdraw their offer if the mistake is clearly evident on the solicitation document or the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw an offer shall be in writing and approved by the Purchasing Official.

A.25 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

A person or affiliate who has been placed on the State’s convicted vendor list following a conviction for a public entity crime, as that term is defined in Florida Statute § 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 § 287.017 for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted list.

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

A26. INSURANCE

The Supplier will not commence work under a contract until the Supplier has obtained all insurance under this section and such insurance coverage as might be required by the County. The Supplier shall obtain, 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 for the 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.  

Products/Completed Operations Aggregate	<u>\$2,000,000</u>
Personal and Advertising Injury	<u>\$1,000,000</u>
Each Occurrence	<u>\$ 300,000</u>
Fire Damage (Any One Fire)	<u>\$1,000,000</u>
Medical Expense (Any One Person)	<u>\$1,000,000</u>

- c. Business Auto Policy  
Each Occurrence Bodily Injury and Property Damage Liability Combined \$500,000  
Annual Aggregate (If Applicable) Three Times Each Occurrence Limit

- d. Certifications 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 Manager 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 quote 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 Supplier shall specifically name Manatee County, a political subdivision of the State of Florida, as additional insured on the insurance certificate for commercial general liability and auto liability where required.**

Complete Policies – The entire and complete insurance policies required herein shall be provided to the County on request.

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

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

**NOTE: Insurance shall not be canceled without thirty (30) days written notice to County and must be endorsed to provide same. Failure of successful bidder/proposer/quoter/consultant/contractor/etc (as appropriate) to obtain and maintain proper amounts and types of insurance as called for herein shall constitute material breach of agreement by successful bidder/proposer/quoter/....**

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

BE GREEN

All Vendors/bidders/quoters/proposers (as applicable) are encouraged to use as many environmentally preferable “green” products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. Environmentally preferable are products or services that the reduced adverse effect on the environment. Provide detail of your organization’s initiative and its ability to meet the goal of environmental sustainability.

## GENERAL TERMS AND CONDITIONS

### B.01 AGREEMENT FORMS

The agreement 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 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 services or the specifications listed in this bid, the vendor shall repeat service or perform alternate services for the County at no expense to the County. 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.03 ROYALTIES AND PATENTS

The vendor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services being furnished. 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.04 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.



## SPECIFIC TERMS & CONDITIONS

### C.01 PURPOSE

It is the intent of Manatee County to establish an annual agreement to procure, on an "as required" basis the hauling of dewatered domestic biosolids from two Manatee County Water Reclamation Facilities to the Manatee County Biosolids Dryer with a Vendor that has the capability to provide hauling to the Manatee County Landfill from three Manatee County Water Reclamation Facilities when the Biosolids Dryer is unavailable. It is the specific purpose of this bid to establish an agreement for the required services to secure the cost and availability.

### C.02 ASSIGNMENT OF AGREEMENT

Vendor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of his right, title, or interest therein, or his power to execute such Agreement, or to assign any monies due or to become due 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 BLANKET ORDERS

Blanket Purchase Order(s) shall be issued as a result of this bid. A Blanket Purchase Order number, when accompanied by a valid Release Order number provided by an authorized County department, will authorize purchases on an "**as required**" basis. (Note: The quantities shown on the Bid Form are estimates only. There is no guarantee that these quantities will be released).

A master agreement with subsequent individual release orders shall be used, therefore for payment; each invoice shall indicate the Blanket Purchase Order number followed by a valid Release Order number.

### C.04 CANCELLATION

The County reserves the right to terminate an agreement by giving 30 days written notice of intention to terminate if at any time the supplier fails to abide by or fulfill any of the terms and conditions of the agreement. If the vendor persistently fails to perform the Services in accordance with the agreement, the County reserves the right to terminate the Agreement and select the next qualified Bidder or re-advertise this procurement in part or in whole. The County also reserves the right to terminate this agreement for the convenience of the County, with or without cause.

### C.05 CONDITIONS FOR FIRST PRIORITY SERVICE

Vendor agrees that in conditions when a local emergency has been declared by the County, the County shall be granted a "first priority" basis for hauling services.

Vendor shall furnish the County with a twenty-four (24) hour, seven days a week phone number(s) and contact name upon award of this agreement.

### C.06 DISCLAIMER

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

### C.07 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.08 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.09 PAYMENT

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

#### C.10 PRICES

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, and equipment used in delivering all supplies and materials to the point of delivery.

#### C.11 RENEWAL

If not cancelled by the Vendor or the County, this agreement shall automatically extend /renew beyond the first twelve (12) month agreement period for two (2) additional twelve (12) month periods not to exceed a total agreement duration of thirty six (36) months providing there are no changes of prices, terms, or conditions. Written notice of intention not to renew shall be submitted by the successful Bidder 90 days prior to the end of an agreement period. Should any Vendor choose not to renew the bid awarded, the County reserves the right to terminate the Agreement 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.

Prices shall remain firm for the first twelve month agreement term. Requested price changes may be adjusted on the anniversary date of award of this agreement provided that upon review by the County a price increase may be warranted. If the County should consider said increase unwarranted or unreasonable, the County reserves the right to reject the proposed increase, terminate the agreement with the Vendor, select a second Vendor, or re-advertise.

#### C.12 REGULATIONS

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

#### C.13 SECURITY

Vendor shall check with and comply with each County facility's security requirements for entry into secured facilities. services. County representative shall provide specific instructions for entry. Minimal requirements accepted are the driver's name and a photo copy of their driver's license on file with the County.

#### C.14 WARRANTY, MAINTENANCE SERVICE AND SUPPORT

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. 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.

If the vendor cannot meet the delivery requirements for any of the items specified herein, the County reserves the right to procure the product from the next lowest responsive, responsible Bidder or to solicit new pricing.

#### C.15 BE GREEN

All vendors/bidders/quoters/proposers (as applicable) are encouraged to use as many environmentally preferable "green" products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. Environmentally preferable are products or services that the reduced adverse effect on the environment. Provide detail of your organization's initiative and its ability to meet the goal of environmental sustainability.

## MINIMUM TECHNICAL SPECIFICATIONS

### D.01 SCOPE OF WORK

Bids are solicited on behalf of Manatee County for the purpose of establishing an annual agreement with a qualified vendor to provide transportation of dewatered domestic biosolids on a daily on call basis from the Manatee County's Southwest and North Water Reclamation Facilities to the Manatee County Biosolids Dryer Facility (primary site), or the Manatee County Landfill (secondary site). Landfilled biosolids may include all three County Reclamation Facilities.

Hauling to the landfill will be done at the request of Manatee County only, and when this occurs the County shall be responsible for the landfill tipping fees.

Composition of current biosolids: Aerobically digested, domestic biosolids, averaging 14-20% solids, containing no free liquids as defined by EPA 9095B, Paint Filter Liquids Test, November 2004, EPA SW-846.

The vendor shall employ appropriate commercial licensed drivers and possess all equipment required for performance of this Agreement which shall include a sufficient number of large capacity leak proof trailers to transport the biosolids. A trailer shall be left at the site to receive the biosolids 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 ESTIMATED QUANTITY

The County is estimating that 15,000 tons of dewatered biosolids 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 invoice actual amount removed.

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

In the event that the Biosolids Dryer Facility is shut down, the vendor shall provide hauling to the Manatee County Landfill from all three (3) Water Reclamation Facilities. The total amount of biosolids per week from all three (3) facilities may be as high as 375 tons.

The quantities listed above in this article represent the highest historical output. The output from October 2012 through September 2013 for each facility is as follows:

Southwest (SWWRF) = 12,000 tons

North (NWWRF) = 4,100 tons

Southeast (SEWRF) = 100 tons (emergency situation only)

**Note: Estimated trailer loads of Biosolids removed from the Southwest and North Facilities is as follows (based on 30 yard trailer):**

**Southwest – Monday through Saturday**

**11-17 loads per week during summer months**

**18-24 loads per week during winter months**

**North – Monday through Thursday**

**3-5 loads per week during summer months**

**6-8 loads per week during winter months**

### D.03 MISCELLANEOUS

The vendor will not perform any major equipment maintenance on County property, unless it is an emergency.

#### D.04 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 biosolids at the County Facilities.

All necessary approvals, 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 Vendor's responsibility to be familiar with the biosolids hauling and disposal requirements of all regulatory agencies having jurisdiction and in particular, Chapter 62-640, F.A.C. Chapter 62-701, F.A.C. and Chapter 40 CFR, Part 503. It is also the Vendor's responsibility to be familiar with, and comply with, all applicable transportation regulatory criteria, including Title XXIII, Chapter 316 F.S., and Chapter 49 CFR.

Prior to award, the successful Bidder shall provide the County with evidence of agreements of valid lease for equipment, equipment operating permits, approval by the regulatory agency or agencies having jurisdiction over biosolids disposal and any other leases, licenses, maps and permits required in the execution of this Agreement.

#### D.05 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 services to be done in order to familiarize themselves with all precautions to be taken to avoid injury to persons and property. Inspection of county facilities is a requirement to be considered for award of this bid. The vendor shall determine, by site investigation, any necessary services not specifically called for, but necessary to satisfactorily perform the services. Vendor's trailers must be able to fully unload dewatered domestic biosolids into the Biosolids Facility holding bins. The Biosolids Facility is capable of holding 4 (four) 31 yard truckloads of dewatered domestic biosolids. The Biosolids 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 confirm that the above inspection / investigation has been completed.

#### D.06 SITE LOCATIONS

SWWRF Southwest Water Reclamation  
5101 65th Street West  
Bradenton, Florida 34210  
Aerobic 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

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  
Superintendent - Bryan White

Biosolids Facility  
3331 Lena Road  
Bradenton, Florida 34202  
Supervisor - Christian Collins

**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 PERSONNEL AND EQUIPMENT

The County shall inspect the Vendors equipment prior to award of the Agreement 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 domestic biosolids being deposited on the bin ledge.

All equipment used for this Agreement 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 Agreement. 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 biosolids 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 Agreement. 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 Biosolids Facility will be closed during certain periods; Bidder shall have enough trailers to satisfactorily hold the domestic biosolids from the treatment facilities for a three day period (approximately 6 trailers) and trailers shall be covered to prevent rain from mixing with Biosolids.

#### D.08 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 biosolids 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 biosolids are removed at the pick-up location and delivered to the Biosolids Dryer Facility. Receipts are to include date, time, trailer number, pick up site, disposal site, weighed volume in tons per load, vendor's signature, and County personnel signature. When the Dryer Facility is not open for business, the Vendor 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. The scale used for weighing trailers is located at the Manatee County Landfill.
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. 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 Biosolids Dryer Facility holding bins, biosolids deposited on the bin ledge or concrete drive shall be cleaned to the County Dryer staff's approval.
6. 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 services; the County may use other vendors.
7. No assignment or subcontracting of the Agreement 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.09 WORKING HOURS

The biosolids 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 biosolids 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 services shall be performed during daylight hours.



## BASIS OF AWARD

### E.01 BASIS OF AWARD

Award shall be made to the responsive, responsible Bidder having the lowest total bid for the specified Biosolids Hauling Services. Bidders shall bid on all items to be considered for award and accepting the terms and conditions of this Invitation for Bid and which meet the specifications therein. A Blanket Purchase Order shall be issued on an "AS REQUIRED BASIS". The County reserves the right to make multiple awards.

The County reserves the right to place orders with other vendors in the event of an urgent, immediate need and the availability of these services requested cannot be met by the awarded vendor at the time of need.

Whenever two or more bids 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 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 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.

### 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 services specified. Bidder shall attach a listing of all major equipment which will be available for this Agreement. 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 Vendor's Questionnaire (that is included in these bid documents, pages 17 & 18).
- 2) Complete equipment list proposed to be used for this Agreement.
- 3) Provide all permits, licenses and regulatory documentation (D.05, page 12).

BID FORM

INFORMATION FOR BID #14-1096BS

BIOSOLIDS HAULING SERVICES

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 Information for Bid. 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.

*MANATEE COUNTY PURCHASING  
1112 MANATEE AVENUE WEST, SUITE 803  
BRADENTON, FL 34205  
BONNIE SIETMAN, SENIOR BUYER, PURCHASING DEPARTMENT  
P 941.749.3046 F 941.749.3034  
bonnie.sietman@mymanatee.org*

COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

\_\_\_\_\_  
(Print Name & Title of Signer) DATE \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

\_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

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

BUSINESS LICENSE NUMBER: \_\_\_\_\_

NUMBER OF YEARS COMPANY HAS BEEN IN BUSINESS: \_\_\_\_\_

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

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

BID FORM

INFORMATION FOR BID #14-1096BS

BIOSOLIDS HAULING SERVICES

<u><b>DESCRIPTION / LOCATION</b></u>	<u><b>ANNUAL ESTIMATED QUANTITY (per ton)</b></u>	<u><b>UNIT PRICE PER TON</b></u>	<u><b>EXTENDED PRICE</b></u>
SWWRF- Hauling Dewatered Domestic Biosolids to Biosolids Dryer or Landfill	12,000	\$ _____	\$ _____
NWWRF- Hauling Dewatered Domestic Biosolids to Biosolids Dryer or Landfill	4,100	\$ _____	\$ _____
SEWRF- Hauling Dewatered Domestic Biosolids to Biosolids Dryer or Landfill	100 (emergency only)	\$ _____	\$ _____
<u><b>TOTAL BID OFFER</b></u>			\$ _____

**Note: Estimated trailer loads of Biosolids removed from the Southwest and North Facilities is as follows (based on 30 yard trailer):**

**Southwest – Monday through Saturday  
11-17 loads per week during summer months  
18-24 loads per week during winter months**

**North – Monday through Thursday  
3-5 loads per week during summer months  
6-8 loads per week during winter months**

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

QUESTIONNAIRE & REFERENCES

INFORMATION FOR BID #14-1096BS

BIOSOLIDS HAULING SERVICES

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

1. Company name under which you do business: \_\_\_\_\_

Physical address: \_\_\_\_\_

24-hour contact name: \_\_\_\_\_ Cell #: \_\_\_\_\_

2. Business license #: \_\_\_\_\_ Expiration: \_\_\_\_\_

3. Is your company licensed by the Florida Department of Environmental Protection? Yes – No (circle)

If yes, license # \_\_\_\_\_

List any license, permits you hold for performing this type of services: \_\_\_\_\_

\_\_\_\_\_

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

5. How long have you been in business offering Biosolids Hauling Services? \_\_\_\_\_ years

6. Number of employees presently on your payroll? \_\_\_\_ Subcontracted employees? \_\_\_\_

7. Name of person supervising this Agreement and their experience? \_\_\_\_\_

\_\_\_\_\_

8. Listing number and types of equipment to be used for this Agreement:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

10. Have you ever failed to complete services? \_\_\_\_\_ If yes, provide location and explanation:

\_\_\_\_\_

\_\_\_\_\_

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

QUESTIONNAIRE & REFERENCES  
INFORMATION FOR BID #14-1096BS  
BIOSOLIDS HAULING SERVICES

**List three commercial references for similar services your company has performed within the past three 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: \_\_\_\_\_

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



Attachment "A"

STATEMENT OF NO OFFER

INFORMATION FOR BID #14-1096BS

BIOSOLIDS HAULING SERVICES

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 IFB #14-1096BS, for the following reason(s):

- ☐ Specifications too restrictive
- ☐ Insufficient time to respond
- ☐ We do not offer this product or service
- ☐ Our schedule would not permit us to perform
- ☐ Unable to meet specifications
- ☐ Specifications unclear (explain below)
- ☐ Other (specify below)

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

REMARKS

Thank you for your input.

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

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

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

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

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

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

## **MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION**

### **E.01 Vendor Registration**

All vendors are encouraged to register with Manatee County using the on-line "Vendor Registration" web page on [www.myanatee.org](http://www.myanatee.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 bids 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](http://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.myanatee.org](http://www.myanatee.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;
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 shall certify to the County that it:**

1. Has not within the five years prior to the bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;
2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the bid announcement;
3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

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

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

A. Authorized Representative

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

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

Business Phone Number: \_\_\_\_\_

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

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

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

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

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

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

Signature of Affiant \_\_\_\_\_

STATE OF FLORIDA COUNTY 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 Ave West - Bradenton, FL 34205

**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 quoters or prospective quoters in restraint of freedom of competition, by agreement to quote a fixed price, or otherwise; or

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

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

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a



business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

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 Official. 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 \_\_\_\_\_.

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

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

\_\_\_\_\_  
[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.