



REQUEST FOR QUOTATION #16-2327BLS

LIME SLUDGE HAULING SERVICES

DATE ISSUED: July 15, 2016

DUE DATE: July 29, 2016 at 3:00pm

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

Manatee County, a political subdivision of the State of Florida, (hereinafter "Manatee County" or the "County") will receive quotations 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.

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CLARIFICATION

It shall be the responsibility of all Quoters to request any additional clarification of the contents herein. Clarification deadline is **July 22, 2016 at 3:00pm**. Clarification shall be furnished by written addendum from Purchasing. Quoters 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 (page 5) carefully to avoid violation and possible sanctions.**

AUTHORIZATION FOR RELEASE: AS

GENERAL TERMS AND CONDITIONS

QUOTATION FORMS

Quotations shall be submitted on attached County forms, although additional pages may be attached. Quoters shall fully comply with all Quotation Documents, terms, and conditions.

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 Quotation Document at least twenty-four (24) hours in advance of either activity.

AUTHORIZED PRODUCT REPRESENTATION

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

CLARIFICATION & ADDENDA

Each Quoter shall examine all Request for Quotation 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 Request for Quotations 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 Request for Quotation, the County will attempt to notify all prospective Quoters who have secured same, however, it shall be the responsibility of each Quoter, prior to submitting their Quotation, 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 Quotation.

CODE OF ETHICS

With respect to this Quotation, if any Quoter 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 Quoter may be disqualified from performing the work described in this Quotation or from furnishing the goods or services for which the Quotation is submitted and shall be further disqualified from submitting any future Quotations or proposals for work or for goods or services for Manatee County.

The County anticipates that all statements made and materials submitted in a Quotation will be truthful. If a Quoter is determined to be untruthful in its Quotation or any related presentation, such Quoter may be disqualified from further consideration regarding this Request for Quotation.

COLLUSION

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

- 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 Quoter or with any competitor;
- b. any prices and or cost data quoted for this Quotation have not been knowingly disclosed by the Quoter and will not knowingly be disclosed by the Quoter, prior to the scheduled opening, directly or indirectly to any other Quoter or to any competitor;
- c. no attempt has been made or will be made by the Quoter to induce any other person or firm to submit or not to submit a Quotation for the purpose of restricting competition;
- d. the only person or persons interested in this Quotation, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Quotation 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 Quoter for purpose of doing business.

DISCLOSURE

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

Quotations/Proposals become subject to disclosure 30 days after the Opening or if a notice of intended award decision is made earlier than this time as provided by Florida Statute 119.071(1)(b). No announcement or review of the offer shall be conducted at the public opening. If the County rejects all offers and concurrently notices its intent to reissue the solicitation, initial offers are exempt until the County provide notice of its intended decision or, 30 days after the opening of the new offers

DISCOUNTS

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

DISQUALIFYING CRIMINAL MATTERS; CERTIFICATION REQUIRED

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

DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the Quotation 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 Quotation 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.

E-VERIFY

The employment of unauthorized aliens by any Awarded Quoter is considered a violation of Section 274(e) of the Immigration and Employment Act. If Awarded Quoter knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the resulting Agreement.

A complete list of all subcontractors proposed for any portion of the Work may be requested of any Quoter deemed necessary by County. Subcontracts shall be awarded only to those subcontractors considered satisfactory by County.

The Awarded Quoter shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Awarded Quoter during the term of the Agreement; and

The Awarded Quoter shall expressly require any subcontractors performing work or providing services pursuant to the state contract to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement.

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 Quoters 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 Quotations 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.

INDEMNIFICATION

The Awarded Quoter 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.

IRREVOCABLE OFFER

Any Quotation may be withdrawn up until the date and time set for opening of the Quotation. Any Quotation 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 Quotations have been duly accepted by the County.

LEGAL NAME

Quotations shall clearly indicate the legal name, address and telephone number of the Quoter. Quotations shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the Quoter to the submitted Quotation.

LOBBYING

After the issuance of any Invitation for Bids or Request for Quotation, prospective Quoters, proposers or any agent, representative or person acting at the request of such Quoter or proposer shall not contact, communicate with or discuss any matter relating in any way to the Invitation for Bids or Request for Quotations 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 Quotations. This prohibition begins with the issuance of any Invitation for Bids, or Request for Quotations, 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.

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.

MATHEMATICAL ERRORS

Bid Forms without imbedded mathematical formulas:

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. In the event the dollar amount for contract contingency is omitted, it will be added to the total price of the bid.

Bid Forms with imbedded mathematical formulas:

Interactive Bid Forms that contain mathematical formulas may be used for automating lengthy and complex bid forms. In the event these forms are used and a multiplication/extension error(s) is discovered, the unit price entered by the Quoter shall prevail. The Quoter shall assume the responsibility and accuracy of the information input in the bid form and therefore shall verify that the calculations are correct before submitting their bid.

Regardless of which type of bid form is used, all bids shall be reviewed mathematically and corrected by the Purchasing Division, if necessary, using these standards, prior to additional evaluation.

LOCAL PREFERENCE

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

Local preference shall not apply to the following categories of Agreements:

1. Purchases or Agreements 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.
2. 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.

To qualify for local preference under this section, **a local business must certify to Owner** by completing an **"Affidavit as to Local Business Form"**, which is available for download at www.mymanatee.org/vendor. Click on "Affidavit for Local Business" to access and print the form. Complete, notarize, and mail the notarized original to the following address: Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

It is the responsibility of the Quoter to ensure accuracy of the Affidavit as to Local Business and notify Owner of any changes affecting same.

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.

MODIFICATION OF QUOTATION DOCUMENTS

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

QUOTATION EXPENSES

All expenses for submitting Quotations to the County are to be borne by the Quoter.

QUALITY GUARANTEE

If any product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this Quotation, the Quoter shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. Also, the Quoter

shall refund to Manatee County any money which has been paid for same. The Quoter will be responsible for attorney fees in the event the Quoter defaults and court action is required.

REGULATIONS

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

RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all Quotations, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the Quotation 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 Quotation of the lowest responsive, responsible Quoter will be accepted, unless all Quotations are rejected. The lowest responsive Quoter shall mean that Quoter who makes the lowest Quotation 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 Quotation Documents or otherwise required by the County, and who is fit and capable to perform the Quotation as made.

To be responsive, a Quoter shall submit a Quotation which conforms in all material respects to the requirements set forth in the Request for Quotation. To be a responsible Quoter, the Quoter 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 Quoter to deliver the goods or service requested. Information the County deems necessary to make this determination shall be provided by the Quoter. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

ROYALTIES AND PATENTS

The Quoter shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services he is furnishing. Quoter 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.

TAXES

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

The Quoter shall be responsible for the payment of taxes of any kind and character, including, but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and materials furnished under the award in accordance with the laws and Regulations of the place of the project which are applicable during the performance of the work. Nothing herein shall affect the Quoter's normal tax liability.

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.

SPECIFIC TERMS & CONDITIONS

PURPOSE

It is the intent of Manatee County to establish an annual agreement to procure on an "as required" basis, the hauling services of dewatered wet lime sludge (40% to 60% solids) from the Manatee County Water Treatment Plant located at 17915 Waterline Road, Bradenton, Florida 34212. Awarded Quoter must have the capability to provide an approved disposal site to legally dispose of the dewatered wet lime sludge. It is the specific purpose of this quotation to establish an agreement for the required services to secure cost and availability.

BLANKET ORDER

Blanket Purchase Order shall be issued as a result of this Request for Quotation. Written Blanket Purchase Order when accompanied by a valid Release Order number provided by an authorized County designee will authorize purchases on an "as required" basis.

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 Awarded Quoter fails to abide by or 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.

CONFORMANCE TO SAFETY RULES AND REGULATIONS

Awarded Quoter shall conform to all site rules and regulations affecting the work. These include but are not limited to: keeping public areas free of waste materials, removing all rubbish from site(s) daily before leaving the premises and strictly adhering to all local and/or State safety codes.

DISCLAIMER

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

PAYMENT

Within forty-five (45) days after receipt of invoice from the Awarded Quoter, acceptance by the County, the County shall pay the total amount due. Invoices shall indicate both the Blanket Purchase Order Number and the Release Order Number. Invoices must match delivery tickets exactly for prompt payment.

PRICES

Awarded Quoter shall quote unit prices, F.O.B. Destination, including all discounts in accordance with unit of quantity indicated on Quotation Form. The prices quoted shall be used for payment and shall be deemed to include payment in full for all transportation, labor, and equipment, mileage, fuel, fuel surcharge, and hazmat charges.

PRICE ADJUSTMENTS FOR RENEWAL PERIODS

Prices shall remain firm for the first twelve (12) month term. If not cancelled by the Awarded Quoter or the County, the awarded Blanket Purchase Order shall be automatically renewed beyond the first twelve (12) month agreement for two (2) additional 12-month periods, not to exceed thirty-six (36) months provided there are no changes in price, terms, or conditions. Requested price changes for the two (2) additional 12-month periods may be approved upon review by Purchasing. Documentation shall be submitted to the Purchasing Department for review. If the County should consider said

increase unwarranted or unreasonable, the County reserves the right to refuse the proposed increase, terminate the agreement with the Awarded Quoter.

Written notice of intention not to renew shall be submitted by the County or Awarded Quoter choosing not to exercise this automatic renewal ninety (90) days prior to the end of the current agreement period.

QUANTITIES

There is no guarantee, explicit or implied, of the volume of lime sludge to be hauled as a result of this request for quotation. The exact quantities/volume of the required services cannot be determined at this time, however, approximated past history usage is indicated on the Quotation Form. Release Orders shall be issued on an "as required" basis and may include some or all services specified in this quotation.

REGULATIONS

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

SECURITY

Awarded Quoter must check and comply with the Manatee County Water Treatment Plant's security requirements for services and drivers. Minimal requirements are that services will be accepted only from a driver who has a photo copy of their driver's license on file with the County. The Awarded Quoter must provide a valid driver's license upon request.

WARRANTY, MAINTENANCE, SERVICE AND SUPPORT

If any service delivered does not meet performance representations or other quality assurance as published by the manufacturers, producers, or distributors of such service or specification listed in this quotation the Awarded Quoter shall refund to Manatee County any money which has been paid for same. The Awarded Quoter will be responsible for attorney fees in the event the Awarded Quoter defaults and court action is required.

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

MINIMUM TECHNICAL SPECIFICATIONS

SCOPE OF WORK

Quotations are solicited on behalf of Manatee County for the purpose of establishing an annual Agreement with a qualified Quoter to provide transportation of dewatered wet lime sludge (40% to 60% solids) on a daily basis from the Manatee County Water Treatment Plant located at 17915 Waterline Road, Bradenton, Florida, 34212 to an approved disposal site provided by the Awarded Quoter in accordance with all applicable regulations and statutes.

The Awarded Quoter shall employ appropriate commercial licensed drivers and possess all necessary equipment required for the performance of this Agreement which shall include a sufficient number of large capacity leak proof trailers to transport the sludge. The trailers shall include a decant-connection—2" male valve cam-lock fitting (for dewatering process). A trailer can be left at the site to receive the sludge, but is not required. Hauling is presently being performed at the rate of two to three trucks per day. The Awarded Quoter shall be capable of providing equipment with drivers to remove the sludge from the Water Treatment Plant on an "on call" (*daily*) basis.

The lime sludge shall be pumped into the Awarded Quoter's trailer by County personnel on a 24-hour basis, 7 days a week if applicable / required. The Awarded Quoter shall be capable of providing tractor units and drivers to remove the loaded trailers from the Water Treatment Plant on an "on call" (*daily*) basis.

ESTIMATED QUANTITY

The County is estimating 16,000 tons (annually) of wet lime sludge which is currently being removed from the basin at the Water Treatment Plant. This quantity is an estimate, no warranty is given or implied that this is the exact quantity that will be removed. Awarded Quoter shall be paid for actual amount removed.

EQUIPMENT

All equipment used for this Agreement shall be in good working order and free of any fluid leaks. The Awarded Quoter shall own or be sole lessee of the equipment. Awarded Quoter is required to provide trucks, tractor-trailers with a minimum capacity of 20 cubic yards; and a listing of all sludge hauling trucks, tankers with make/model, tanker capacity, tag numbers, tanker empty weight to be used by the Awarded Quoter for this Agreement.

AWARDED QUOTER'S QUALIFICATIONS AND RESPONSIBILITIES

1. Services shall be performed at dates and times designated by the County and in such a manner as not to disrupt ongoing operations. Awarded Quoter shall be held responsible for any interruption of normal plant operations due to the sole negligent or wrongful intentional acts of the Awarded Quoter.
2. Hauling receipts shall be left with the County personnel on the day the sludge is removed. Receipts are to include date, time, tractor number, and disposal site, volume per tonnage given in pounds obtained from a certified scale, Awarded Quoter's signature, and County personnel signature. The County shall inspect all incoming and out-going trailers.
3. Incoming 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 Awarded Quoter shall

remove and clean the trailer at his own expense prior to returning the trailer to the County site for filling.

4. The Awarded Quoter shall select the authorized dumping site(s) and be responsible for payment of any and all dumping charges and shall maintain enough disposal sites as to affect the sludge-hauling schedule. The Awarded Quoter shall provide the County with proof of proper dumping by submittal of dated dumping certificates.
5. The Awarded Quoter 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 Awarded Quoter to completely remove and sanitize, and reported to the proper regulatory agencies and the County in a timely manner.
6. In the event of any emergency (unscheduled services), the County will inform the Awarded Quoter of the circumstances necessitating immediate corrective action and afford the Awarded Quoter every reasonable opportunity to assemble the necessary forces and equipment to resolve the emergency. However, should circumstances prevent the immediate prosecution or the emergency work, the County may use other Quoters.
7. No assignment or subcontracting of the Agreement will be allowed without written approval of Manatee County.

PERMITS, LICENSES, AND REGULATIONS

All permits and licenses necessary for the performance of the services shall be secured and paid for by the Awarded Quoter. The Awarded Quoter shall possess appropriate licenses for the services proposed herein.

SITE INSPECTION

Quoters shall examine the loading site and fully acquaint themselves with all existing conditions for the work to be done prior to submitting a quotation. The Quoter shall determine, by site investigation, any necessary work not specifically called for, but necessary to satisfactorily perform the services. Signature on Quotation Form will attest that the above investigation has been completed. Quotations received by the County shall confirm Quoters compliance with this requirement. An on-site visit may be schedule by appointment only.

WORKING HOURS

All work shall be performed during regular working hours, 7:30 a.m. to 5:30 p.m., Monday through Friday. Response time after County request shall be within two hours with pick-up and transportation of the sludge within 24 hours to a disposal site. Awarded Quoter shall have a communication device that Manatee County can contact the Awarded Quoter 24 hours per day, 7 days per week.

BASIS OF AWARD

A Single award shall be made to the responsive, responsible Quoter having the lowest per ton quotation for Lime Sludge Hauling Services. The agreement resulting from the acceptance of a quotation shall be made by issuing a blanket purchase order and be bound by the terms and conditions of the purchase order and the specifications of this Request for Quotation.

QUOTER'S QUESTIONNAIRE
RFQ # 16-2327BLS
LIME SLUDGE HAULING SERVICES

The Quoter warrants the truth and accuracy of all statements and answers herein contained. (Attach additional pages if necessary.)

1. Contact Information:

FEIN #: _____
License #: _____
License Issued to: _____
Date License Issued (MM/DD/YR): _____
Company Name: _____
Physical Address: _____
City: _____ State of Incorporation: _____ Zip Code: _____
Phone Number: () _____ Fax Number: () _____
Email address: _____

2. Quoting as: an individual ____; a partnership ____; a corporation ____; a joint venture ____

3. If a partnership, list names and addresses of partners; if a corporation, list names of officers, directors, shareholders, and state of incorporation; if joint venture, list names and address of ventures' and the same if any venture are a corporation for each such corporation, partnership, or joint venture:

4. Quoter is authorized to do business in the State of Florida: ____ Yes ____ No
For how many years? _____

5. Your organization has been in business (under this firm's name) as a

Is this firm in bankruptcy? _____

6. Attach a list of projects where this specific type of work is performed.

7. Is this firm currently contemplating or in litigation? Provide summary details.

Quoter Name: _____

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

9. Have you ever failed to complete Work awarded to you? Or failed to complete projects within contract time? If so, state when, where (contact name, address, phone number) and why.

10. Have you ever been debarred or prohibited from providing a bid to a governmental entity? If yes, name the entity and describe the circumstances.

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

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

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

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

Quoter Name: _____

ATTACHMENT "A"

STATEMENT OF NO OFFER

REQUEST FOR QUOTATION #16-2327BLS

LIME SLUDGE HAULING SERVICES

If you do not intend to quote please return this form immediately to:

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

We, the undersigned, have declined to quote on RFQ #16-2327BLS, 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)

ATTACHMENT B

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

**SWORN STATEMENT PURSUANT TO ARTICLE V,
MANATEE COUNTY PROCUREMENT CODE**

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

This sworn statement is submitted to 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 an Owner's Agreement for public improvements, procurement of goods or services (including professional services) or an Owner's lease, franchise, concession or management agreement, or shall receive a grant of Owner's monies unless such person or entity has submitted a written certification to Owner 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 Owner'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 Owner's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Owner.

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 AGREEMENT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR 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.

INSURANCE REQUIREMENTS

The successful Quoter will not commence Work under the resulting Agreement until all insurance under this section, and such insurance coverage as might be required by Owner, has been obtained. The successful Quoter shall obtain, and submit to the Purchasing Division within ten (10) calendar days from the date of notice of intent to award, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

Insurance / Bond Type	Required Limits
<input type="checkbox"/> Automobile Liability:	Bodily Injury and Property Damage, Owned/Non-Owned/Hired; Automobile included \$ 1,000,000 each occurrence <i>This policy shall contain severability of interests' provisions.</i>
<input checked="" type="checkbox"/> Commercial General Liability: (Occurrence Form - patterned after the current ISO form)	Bodily Injury and Property Damage \$ 1,000,000 single limit per occurrence; \$ 2,000,000 aggregate This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability. <i>This policy shall contain severability of interests' provisions.</i>
<input checked="" type="checkbox"/> Employer's Liability:	<u>\$ 100,000</u> single limit per occurrence
<input checked="" type="checkbox"/> Worker's Compensation:	Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits & Requirements
<input checked="" type="checkbox"/> Other Insurance, as noted:	<input type="checkbox"/> Aircraft Liability \$ per occurrence Coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the services under this Agreement. <input checked="" type="checkbox"/> Installation Floater \$ 2,000,000 If the resulting Agreement does not include construction of or additions to above ground building or structures, but does involve the installation of machinery or equipment, successful Bidder shall provide an " Installation Floater " with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s). <input type="checkbox"/> Maritime Coverage (Jones Act) \$ per occurrence Coverage shall be maintained where applicable to the completion of the Work.
	<input type="checkbox"/> Pollution \$ per occurrence <input checked="" type="checkbox"/> Professional Liability \$1,000,000 per occurrence/\$2,000,000 aggregate

Insurance / Bond Type	Required Limits
	<p><input type="checkbox"/> Project Professional Liability \$ per occurrence</p> <p><input type="checkbox"/> Property Insurance \$</p> <p>If the resulting Agreement includes construction of or additions to above ground buildings or structures, Bidder shall provide "Builder's Risk" insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).</p> <p>To the extent that property damage is covered by commercial insurance, Owner and successful Bidder agree to waive all subrogation rights against each other, except such rights as they may have to the proceeds of such insurance. Successful Bidder shall require a similar waiver of subrogation from each of its Bidder personnel and sub-consultants, to include Special Consultants; successful Bidder shall provide satisfactory written confirmation to Owner of these additional waivers.</p> <p><input type="checkbox"/> U.S. Longshoreman's and Harborworker's Act Coverage shall be maintained where applicable to the completion of the Work.</p> <p><input type="checkbox"/> Valuable Papers Insurance \$ per occurrence</p> <p><input type="checkbox"/> Watercraft \$ per occurrence</p>

Reviewed by Risk: *[Signature]*

INSURANCE REQUIREMENTS

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in this Exhibit, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If successful quoter has any self-insured retentions or deductibles under any of the listed minimum required coverage, successful quoter must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be successful quoter's sole responsibility.

Nothing herein shall in any manner create any liability of Owner in connection with any claim against the successful quoter for labor, services, or materials, or of Subcontractors; and nothing herein shall limit the liability of the successful quoter or successful quoter's sureties to Owner or to any workers, suppliers, material men or employees in relation to the resulting Agreement.

Builder's Risk Coverage. The successful bidder shall procure and maintain during the entire course of the Work a builder's risk policy, completed value form, insured to provide coverage on an all risk basis, including coverage for off-site stored materials and including coverage for theft. This coverage shall not be lapsed or cancelled because of partial Acceptance by the Owner prior to final Acceptance of the Project. Successful bidder shall recommend to Owner any additions to the Project Costs resulting from any casualty described in Article XII General Conditions of the Construction Agreement, including those costs, expenses and other charges (including normal and ordinary compensation to the successful bidder) necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications. The nature, level and type of builder's risk coverage (including completed value or replacement cost coverage) shall be determined by Owner through insurers selected by successful bidder and approved by Owner.

Excess Policy or Umbrella. An excess policy or umbrella may be used to cover limits over and above Commercial General Liability.

Subcontractor's Public Liability and Property Damage Insurance. The successful bidder shall require each Subcontractor to procure and maintain during the term of the subcontract, insurance of the type specified above, or insure the activities of Subcontractors in its policy, as approved by Owner prior to performance of any services. The levels of coverage as set forth in the table above may be adjusted to require a reduced level of coverage consistent with the scope of Work to be provided by that particular Subcontractor. Any reduction in the levels of insurance coverage required by the successful bidder's standard form of subcontract shall be approved by the Owner.

Waiver of Subrogation. Owner and successful bidder waive against each other and the Owner's separate Vendors, Contractors, Design Consultants, Subcontractors agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The successful bidder and Owner shall, where appropriate, require similar waivers of subrogation from the Owner's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

Worker's Compensation Insurance. The successful bidder shall procure and maintain during the term of the Contract Documents, workers' compensation insurance for all its employees connected with the Work and shall require all Subcontractors similarly to provide workers' compensation insurance for all their employees unless such employees are covered by the protection afforded by successful bidder. Such insurance shall comply with the Florida Workers' Compensation Law. The successful bidder shall provide adequate insurance, satisfactory to Owner, for the protection of employees not otherwise protected.

By way of its submission of a bid hereto, bidder:

- a. Represents that bidder maintains, and will maintain during the term of any Agreement arising from this solicitation, all insurance coverage required herein from responsible companies duly authorized to do business under the laws of the State of Florida that hold a rating of "A-" or better by Best's Key Guide, latest edition, and are deemed acceptable to Owner as set forth in this solicitation.
- b. Agrees that insurance, as specified herein, shall remain in force and effect without interruption from the date of commencement of the Work throughout the duration of the Project, and shall remain in effect for at least two (2) years after the termination of the Contract Documents.

- c. Agrees that if the initial or any subsequently issued certificate of insurance expires prior to completion of the Work, successful bidder shall furnish to Owner renewal or replacement certificate(s) of insurance no later than ten (10) calendar days after the expiration date on the certificate. Failure of successful bidder to provide Owner with such renewal certificate(s) shall be considered justification for Owner to terminate any and all Agreements.
- d. Agrees that bidder and/or its insurance carrier shall provide thirty (30) days written notice to Owner of policy cancellation or non-renewal on the part of the insurance carrier or the successful bidder. Successful bidder shall also notify Owner, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by successful bidder from its insurer and nothing contained herein shall relieve successful bidder of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by successful bidder hereunder, successful bidder shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- e. Agrees that failure of successful bidder to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the resulting Agreement, which may result in immediate termination.
- f. Agrees that, should at any time the successful bidder not maintain the insurance coverage(s) required herein, Owner may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge successful bidder for such coverage(s) purchased. If successful bidder fails to reimburse Owner for such costs within thirty (30) days after demand, Owner has the right to offset these costs from any amount due successful bidder under this Agreement or any other agreement between Owner and successful bidder. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance companies used. The decision of Owner to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- g. Agrees to provide, upon request, the entire and complete insurance policies required herein.
- h. The payment of deductibles for insurance required of the successful bidder by the Contract Documents shall be the sole responsibility of the successful bidder.

Certificate of Insurance Requirements:

- a. Certificates of insurance in duplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number and title of the Project, and must read: For any and all work performed on behalf of Manatee County.
- b. Additional Insured: The Automobile Liability and Commercial General Liability policies provided by the successful bidder to meet the requirements of this IFB shall name Manatee County, Board of County Commissioners, as an additional insured as to the operations of the successful bidder under this IFB and shall contain severability of interests provisions.

c. In order for the certificate of insurance to be accepted it **must** comply with the following:

1. The "Certificate Holder" shall be:

Manatee County

Board of County Commissioners

Bradenton, FL

RFQ #16-2327BLS, Lime Sludge Hauling Services

For any and all work performed on behalf of Manatee County.

2. Certificate shall be mailed to:

Manatee County Purchasing Division

1112 Manatee Avenue West, Suite 803

Bradenton, FL 34205

Attention: Bonnie Sietman, Sr. Buyer

QUOTER'S INSURANCE STATEMENT

THE UNDERSIGNED hereto have read and understand the aforementioned insurance requirements of this RFQ and note that the evidence of insurability shall be required within ten (10) days from the date of notice of intent to award.

Quoter Name: _____ Date: _____

Quoter's Signature: _____

Print Name: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

Please return this completed and signed statement with your quotation.

QUOTATION FORM

REQUEST FOR QUOTATION #16-2327BLS

LIME SLUDGE HAULING SERVICES

We, the undersigned, hereby declare that we have carefully reviewed the Quotation documents, and with full knowledge and understanding of the aforementioned herewith submit this Quotation, meeting each and every specification, term and condition contained in this Request for Quotation. We understand that the Quotation specifications, terms and conditions in their entirety shall be made a part of any agreement or contract between Manatee County and the Awarded Quoter. Failure to comply shall result in contract default, whereupon, the defaulting Quoter 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

Return quotation form and all required documentation via mail, e-mail, or hand deliver

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: _____
Acknowledge Addendum No. _____ Dated: _____

QUOTATION FORM

REQUEST FOR QUOTATION #16-2327

LIME SLUDGE HAULING SERVICES

■ We propose to provide all labor, transportation, equipment, and any other requirements / expenses for the proper transportation of lime sludge as specified herein at the following cost:

\$ _____/ton

Disposal site within fifty (50) miles of the Manatee County Water Treatment Plant

■ We propose to provide all labor, transportation, equipment, and any other requirements / expenses for the proper transportation of lime sludge as specified herein at the following cost:

\$ _____/ton

Disposal site within one-hundred (100) miles of the Manatee County Water Treatment Plant

■ We propose to provide all labor, transportation, equipment, and any other requirements / expenses for the proper transportation of lime sludge as specified herein at the following cost:

\$ _____/ton

Disposal site within one-hundred fifty (150) miles of the Manatee County Water Treatment Plant

Number of calendar days required for implementation of services after notification of award, verbal or written, shall not exceed _____ days.

Quoter Name: _____