



Charlotte County Purchasing Division  
18500 Murdock Circle, Suite 344  
Port Charlotte, Florida 33948-1094

Phone 941.743.1378  
Fax 941.743.1384

## NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

REQUEST FOR BIDS  
CHARLOTTE COUNTY, FLORIDA

The County of Charlotte will be receiving sealed bids at the Purchasing Division, Suite 344, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, FL 33948-1094, for:

**BID NO. 2018000473**  
**TRANSPORTATION OF WASTEWATER – DEWATERED AND LIQUID RESIDUALS – BACKUP SERVICES**

The Charlotte County Board of County Commissioners is requesting competitive annual bids to provide backup services for the Transportation of Wastewater-Dewatered and Liquid Residuals. The resulting contract shall be for the service(s) of accepting all responsibility for the proper disposal and transportation of biosolids/residuals from wastewater facilities owned and operated by the County and for the withdrawal, transport and disposal of domestic wastewater within the collection system owned and operated by the County on an “as needed” basis.

No Local License required to perform the services for this project.

**PRE-BID CONFERENCE: 11:00 a.m. EST, JULY 12, 2018**  
**PURCHASING DIVISION CONFERENCE ROOM**

**BID OPENING: 2:00 p.m. (EST), AUGUST 1, 2018**  
**PURCHASING DIVISION CONFERENCE ROOM**

Bid Documents may be obtained by accessing the Charlotte County Purchasing Division’s website at <https://purchasingbids.charlottecountyfl.gov> under “Purchasing Bids Online”, document number 184732. Any questions can be answered by contacting Arthur C. Markham, Contract Specialist at 941.743.1377 or [art.markham@charlottecountyfl.gov](mailto:art.markham@charlottecountyfl.gov)

Notice of Availability  
Posted: July 3, 2018



Charlotte County Purchasing Division  
18500 Murdock Circle, Suite 344  
Port Charlotte, Florida 33948-1094

Phone 941.743.1378  
Fax 941.743.1384

### STATEMENT OF NO BID

If you **do not** intend to bid on this commodity/service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Charlotte County Vendors' list for this commodity/service.

We the undersigned, have declined to bid on requested commodity/service **Bid #2018000473, TRANSPORTATION OF WASTEWATER – DEWATERED AND LIQUID RESIDUALS – BACKUP SERVICES** for the following reason(s):

- \_\_\_\_\_ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
- \_\_\_\_\_ Insufficient time to respond to the Invitation to Bid.
- \_\_\_\_\_ We do not offer this product or service.
- \_\_\_\_\_ Our schedule would not permit us to perform.
- \_\_\_\_\_ Unable to meet bond/insurance requirements.
- \_\_\_\_\_ Unable to meet specifications.
- \_\_\_\_\_ Specifications are unclear (explain below).
- \_\_\_\_\_ Remove us from your vendors' list for this commodity/service.
- \_\_\_\_\_ Other (specify below).

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Contact Person (typed or printed): \_\_\_\_\_

Contact Person Signature: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Note:** Statement of No Bid may be e-mailed to [art.markham@charlottecountyfl.gov](mailto:art.markham@charlottecountyfl.gov) or faxed in to the Purchasing Division at 941.743.1384.

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**ATTACHMENTS\*\***  
**Charlotte County Eastport Permit (55 pages)**

**INSTRUCTIONS TO BIDDERS**  
**TRANSPORTATION OF WASTEWATER – DEWATERED AND LIQUID RESIDUALS – BACKUP SERVICES**  
**BID NO. 2018000473**

**IB-01 QUALIFICATIONS OF BIDDERS:** It is the intent of the County to award this contract to the lowest responsible bidder, qualified by experience and solvency, with proven reliability and the ability to supply all items/services within a reasonable time frame acceptable to Charlotte County. Bidder may be required to supply information in writing at the request and discretion of the County prior to award of bids, in order to verify above requirements.

**IB-02 GENDER DESIGNATION:** The County and the Contractor are treated throughout these Documents as if each were of the singular number and masculine gender.

**IB-03 EXAMINATION OF DOCUMENTS/SITE:** Prior to the submission of a bid form, bidders shall carefully examine the bid package, including the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Special Provisions, General Provisions, Insurance Requirements, Bid Form and all other related bid documents, including all modifications thereof, incorporated in the bid package, plus fully informing themselves as to all existing conditions and limitations that affect the work to be performed under this contract.

Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Division in written form as a request for interpretation no later than five (5) days prior to bid opening (or shall be verbally addressed at the pre-bid conference, if applicable).

Interpretations of any of the bid documents or the project will be in the form of a written addendum to the documents which will be posted on the purchasing website. Receipt by each bidder of any addenda must be acknowledged on the bid form, indicating the addendum number and date of issue, therein becoming a part of the contract. No oral explanations shall be binding. The County will attempt to notify all prospective bidders of addenda issued to the bidding documents; however, it shall be the responsibility of the bidder, prior to submitting their bid, to determine if addenda were issued, acknowledging and incorporating it into their bid.

Examination of Site: Prior to submitting a bid form, each bidder shall examine the site and all conditions thereon. All bid forms shall be presumed to include all such existing conditions as may affect any work to be done on this project. Failure to familiarize himself with such conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the drawings and Specifications.

**IB-04 PREPARATION AND SUBMISSION OF BID FORM REQUIREMENTS:** Bids shall be submitted on the bid form supplied by the County, or duplication thereof and attached thereto, or as specified. Bidders shall acknowledge receipt of any addenda received during the bid period. Any expense incurred in making bids is to be borne by the Bidder.

Each bid must give the full business address of the bidder and state whether bidder is an individual, corporation or partnership. Bid Forms by a corporation must be signed in the name of the corporation, followed by the original signature and designation of the officer or other person authorized to bind the corporation. Bid Forms by partnerships shall show the names of all partners. The partnership title shall follow the original signature of each partner.

Any erasures or other corrections in the bid form must be explained or noted over the signature of the bidder. Bid Forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the County.

Bid documents shall be submitted sealed. The package containing the bid must be clearly marked with the bid number and the name and business address of the bidder. Bids not received by the established bid opening shall **not** be considered and will be returned.

Bid Guarantee - The bid shall be signed where indicated guaranteeing that the bidder will not withdraw its bid for a period of 60 days after the scheduled time for opening of bids.

**IB-05 WITHDRAWAL OF BIDS:** Bids may be withdrawn by request of the bidder prior to the scheduled opening. Error or negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.

**IB-06 BID TABULATIONS:** In accordance with Florida Statutes, Section 119.071(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1)(b)2 and s. 24(a), Art. I of the State Constitution, except as provided by Florida Statutes 255.0518, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Upon release of the intended decision, if you wish to obtain the quote results, you may do so by visiting our Website at <https://purchasingbids.charlottecountyfl.gov> under "Purchasing Bids Online", document number 184734. No information regarding the submittal will be divulged over the telephone.

**IB-07 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 of bids. 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 may be rejected by the County depending on available competition and timely needs of the County.

**IB-08 FORM OF CONTRACT:** The submitted Bid Form signed by the bidder, together with complete bid package furnished by the County, shall constitute a binding contract. The bidder shall be required to perform according to the bidder's submitted Bid Form and the County's bid package when a purchase order signed by the Senior Division Manager - Purchasing or his/her designee is transmitted to bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and Notice to Proceed to the bidder. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting the bidder to forfeiture of the bid bond or other posted security and other possible penalties.

**IB-09 NOTICE TO PROCEED/DELIVERY:** After award of bid, a notice to proceed/purchase order shall be issued bearing the terms of the contract/delivery. Upon receipt of purchase order, successful bidder/contractor shall acknowledge receipt of same by either fax or mail, and shall commence processing of order so that the agreed upon delivery date will be satisfied.

**IB-10 PAYMENT:** Request for payment must be submitted to the Charlotte County Purchasing Division on a form approved by the County. All invoices will be paid in accordance with the Local Government Prompt Payment Act (F.S. 218.74).

**IB-11 PERFORMANCE EVALUATION:** At the end of the contract, if awarded, the receiving department will evaluate the successful bidder's performance. This evaluation will become public record.

**IB-12 ARITHMETIC DISCREPANCIES:** For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bid forms submitted by the bidder:

- A. Obviously misplaced decimal points will be corrected.
- B. In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.
- C. Apparent errors in addition of lump sum and extended prices will be corrected.

For the evaluation purposes, the County will proceed on the assumption that the bidder intends its bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies (above). The bid will be so reflected on the bid tabulation.

**IB-13 DESCRIPTIVE INFORMATION:** Unless otherwise specifically provided in the documents, all equipment, materials and articles incorporated in the work covered by this bid are to be new and of the most suitable grade for the purpose intended. Unless specifically provided in the bid documents, references to equipment, material, article or patented process, by trade name, make or catalogue number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make a substitution, the bidder shall furnish the name of the manufacturer, the model number, and other identifying information necessary to aid the County in evaluating the substitution. Substitutions are subject to County approval. Substitutions shall be approved only if determined by the County to be equivalent to the specifications. Substitutions are subject to disqualification if not approved by the County.

**IB-14 REGULATIONS:** It shall be the responsibility of each bidder to assure compliance with any OSHA, EPA, and/or other federal, state, or local statutes, ordinances, rules, regulations or other requirements, as each may apply. Bidder must be authorized to transact business and be properly licensed in the State of Florida. Laws and regulations of the State of Florida and ordinances and regulations of Charlotte County will apply to any resulting contract.

**IB-15 CODE OF ETHICS:** With respect to this bid, if any bidder violates or is a party to a violation of the State of Florida/Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for Charlotte County.

**IB-16 COLLUSION:** By offering a submission to this invitation, the bidder certifies he has not divulged to, discussed or compared his 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 his own organization, that in connection with this bid:

- 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;
- any prices and/or cost data quoted for this bid have not been knowingly disclosed by bidder and will not knowingly be disclosed by bidder prior to the scheduled opening directly or indirectly to any other bidder or competitor;
- 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;
- 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
- no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

**IB-17 SOURCE OF SUPPLY AND SUBCONTRACTORS:** Bidders are to complete the attached Source of Supply and Subcontractors form. This form must be completed and included with the bid form. If bidder does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to County approval.

**IB-18 DRUG FREE WORKPLACE FORM:** It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the bid. In the event of a tie bid, the presence of a valid and accurate form may be used as a basis for awarding the Contract.

**IB-19 PUBLIC ENTITY CRIMES:** In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids 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 Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list".

**IB-20 CANCELLATION/TERMINATION OF CONTRACT:** It is the intent of the County to contract with a bidder who can provide prompt and convenient services. The County shall have the right to cancel, terminate or suspend any awarded contract, in whole or in part, by providing the successful bidder/contractor 30 days written notice.

It is expressly understood by the County and the bidder that funding for any successive fiscal years of this contract is contingent upon appropriation of monies by the Charlotte County Board of County Commissioners. In the event that funds are not available or are not appropriated, the County reserves the right to terminate any awarded contract. The County will be responsible for payment of any outstanding invoices and work completed by the successful bidder/contractor prior to such termination.

**IB-21 INDEMNITY:** After notification of award, the successful bidder shall indemnify and hold harmless the County, its officers, employees, agents and volunteers, from action, including any court costs or attorneys' fees arising from, or as a result of, any act or omission by bidder, its officers, employees, licensees, invitees, contractors, agents or assignees, in the performance of the services and/or the delivery of goods for which the resulting agreement was entered into. Bidder agrees that the first ten dollars (\$10.00) of compensation received under the resulting agreement represents specific consideration for the indemnification obligation. 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 768.28.

**IB-22 TAXES:** Charlotte County is exempt from Federal Excise and State Sales Taxes. The bidder shall assume liability for Local, State, or Federal Tax that is applicable to the work.

**IB-23 EQUAL EMPLOYMENT OPPORTUNITY:** Charlotte County, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Dept. of Commerce, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this bid, minority business enterprises will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All bidders are hereby notified that the successful bidder (Contractor) must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, Contractor agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Contract.
- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- County may require Contractor to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that County shall have the right to terminate the Contract upon receipt of evidence of discrimination.

**IB-24 ASSIGNMENT:** This agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Contractor without the prior written consent of the County.

**IB-25 UNAUTHORIZED ALIEN WORKERS:** Charlotte County will not intentionally award publicly-funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The County shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Agreement by the County.

**IB-26 CLAIMING STATUS AS A LOCAL BUSINESS:** If bidder affirms that it is a local business as defined below and in accordance with Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009, and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009, then the Affidavit Claiming Status as a Local Business, which is included as a part of the bid form, must be completed.

A. Local Business Definition: Local business means the company has a valid Business Tax Receipt issued by Charlotte County, Sarasota County or DeSoto County for at least six months prior to the bid submission to do business within Charlotte County, Sarasota County or DeSoto County that authorizes the business to provide the services or goods, and a physical business address located within the limits of Charlotte County, Sarasota County or DeSoto County from which the business operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a business shall not be considered having a "Local Business" unless it contributes to the economic development and well-being of these Counties in a verifiable and measurable way. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid to be eligible for consideration as having a "Local Business". A business that misrepresents the local preference status of its company in a bid to the County will lose the privilege to claim local preference for a one year period.

B. Competitive bid (local price match option): Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined. When a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses, as defined below, is within five percent of the price submitted by the non-local business, each of the aforementioned local businesses shall have the opportunity to submit, a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business within five days of being notified by the Senior Division Manager of Purchasing in writing. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local business and a non-local business, contract award shall be made to the local business.

If requested by the County, the bidder will be required to provide documentation substantiating the information given in this affidavit. Charlotte County reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder's submission being deemed non-responsive.

**IB-27 EMPLOYEE BACKGROUND CHECK:** If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.

**IB-28 CONTRACTS PUBLIC RECORDS:** Pursuant to Section 119.0701 of the Florida Statutes, Contractors performing government functions on behalf of the County must: a) keep and maintain public records associated with the contracted project; b) provide the public with access to public records pursuant to the terms of Chapter 119 of the Florida Statutes; c) ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law; and d) meet all requirements for retaining public records, transfer at no cost to the County all public records in their possession upon termination of the contract, and destroy any duplicate public records that are confidential and exempt.



**TECHNICAL SPECIFICATIONS & CONDITIONS**  
**TRANSPORTATION OF WASTEWATER – DEWATERED AND LIQUID RESIDUALS – BACKUP SERVICES**  
**BID NO. 2018000473**

**TS-01 PURPOSE:** The Charlotte County Board of County Commissioners is requesting competitive annual bids for backup services for the Transportation of Wastewater - Dewatered and Liquid Residuals. The resulting contract shall be for the service(s) of accepting all responsibility for the proper disposal and transportation of biosolids/residuals from wastewater facilities owned and operated by the County and for the withdrawal, transport and disposal of domestic wastewater within the collection system owned and operated by the County on an “as needed” basis.

**TS-02 BIDDER'S QUALIFICATIONS:** Charlotte County reserves the right to verify any submitted information and/or seek additional information pertaining to the bidder's qualifications. At a minimum, these qualifications shall include certification as a transporter of domestic wastewater and residuals as required by the FDEP. Successful bidder shall submit proof of ownership of all equipment required to fulfill the requirements of this bid.

If a contract is awarded and the Contractor does not meet the requirements defined herein, the County reserves the right to terminate the contract. Additionally, Contractor acknowledges that should he/she be awarded this contract and is unable to perform because of breakdown, scheduling or lack of equipment, then the County may, on an order basis, go to the next qualified bidder.

**TS-03 BACK-UP CONTRACTOR SERVICES:** The County reserves the right to utilize the services of the Back-up Contractor on an “as-needed” basis. Usage and/or volume of services cannot be determined at this time; no minimum amount is guaranteed or implied.

**TS-04 BID PRICES/TERMS OF CONTRACT:** The prices bid shall be used for payment and shall include payment in full for all transportation, labor, materials and equipment used in providing specified service. Prices bid shall remain firm and irrevocable.

The term of the contract shall be from the October 1, 2018 through and including September 30, 2019. This bid may be extended/renewed for two (2) additional one (1) year periods, by mutual agreement, provided there are no changes in prices, terms and conditions.

Current contract prices can be obtained by accessing the Charlotte County Purchasing Division's website at <https://purchasingbids.charlottecountyfl.gov> under “Purchasing Bids Online”, Historical Catalog. The previous Contract number for this project is **15-298** and is entitled ‘**Transportation of Wastewater - Dewatered and Liquid Residuals-Backup Services**’.

**TS-05 TRANSPORTATION OF LIQUID AND DEWATERED RESIDUALS AND WASTEWATER:**

A. The Contractor shall accept all responsibility for the proper transport of all types residuals from wastewater facilities owned and operated by Charlotte County. Contractor shall have both primary and back-up equipment and ability to provide emergency service on a 24 - hour basis.

B. Contractor shall have available as an alternate site(s), a Florida Department of Environmental Protection (FDEP) approved and permitted disposal site(s) that meet East Port permit requirements (see attached permit) in the event of wet weather or any other situation that impacts his/her primary site(s) and documentation that the Contractor is permitted to use the site. A copy of the FDEP permit for an alternate site or approval documentation must be provided to Charlotte County.

C. Disposal shall conform to the applicable sections of FAC Chapter 62-640 and Part 503 of the Code of Federal Regulations.

D. Provide Utilities with certified weight tickets (“empty”) and certified capacity of each vehicle used in the transportation and disposal of the residuals and dewatered biosolids. There shall be a separate ticket for each service showing date, location, amount pumped, and signature from driver and the County's representative. At least one (1) copy of the ticket shall be left with the County's representative at site of service. In addition to the above, monthly invoicing shall include the correct purchase order number, a detail of loads hauled on a daily basis and the disposal site the residuals were applied to.

E. Transport of residuals, as approved by the County shall be during the normal operating times of the Charlotte County Wastewater Facilities, 6:30 a.m. to 6:00 p.m., Monday through Sunday, excluding recognized holidays. Contractor shall be capable of furnishing 24-hour/7 day week emergency service. Emergency after hours work would be primarily related to transferring loads from the holding ponds. The most likely scenario would be during a rain event which could run over night

or through a weekend. In some extreme conditions treated effluent from holding ponds may need to be transferred from a facility to a point in the collection system.

F. Provide an alternate disposal method approved by FDEP in the event the approved fields or landfill sites are no longer available.

G. This schedule is to be maintained except as otherwise required by the County.

**TS-06 DISPOSAL AND TRANSPORTATION OF WASTEWATER - LIQUID AND DEWATERED BIOSOLIDS:**

A. The Contractor shall accept all responsibility for the withdrawal, transport and disposal of domestic wastewater within the collection system or other treatment facility owned and operated by Charlotte County and for the proper disposal of all residuals both dewatered and non-dewatered. In some extreme conditions treated effluent from holding ponds may need to be transferred from a facility to a point in the collection system. The successful Contractor shall have both primary and back-up equipment and the ability to provide emergency service on a 24-hour basis. **The Contractor must provide their own suction pump and hoses, in the event that the Utilities Facility pumps fail.**

B. Provide Utilities with certified weight ticket ("empty") and certified capacity of each vehicle used in the transportation and disposal of the dewatered biosolids. There shall be a separate ticket for each service showing date, disposal location, amount pumped and signature from driver and County's representative. At least one (1) copy of the ticket shall be left with the County's representative at site of service. In addition to the above, monthly invoicing shall include the correct purchase order number, a detail of loads hauled on a daily basis and the location the wastewater was disposed of.

C. Provide Utilities with transportation of liquid biosolids. There shall be a separate manifest provided by Utilities for each service showing date, location of origin disposal location, amount pumped and signature from driver and County's representative. At least one (1) copy of the manifest shall be left with the County's representative at location of origin. In addition to the above, monthly invoicing shall include the correct purchase order number, a detail of loads hauled on a daily basis, and the location where the biosolids were disposed. All payments for the transportation of liquid biosolids shall be calculated based on the Utilities flow meter.

D. Contractor shall be capable of providing 24-hour/7 day week emergency service. This schedule is to be maintained except as otherwise required by the County.

**TS-07 LOCATIONS:** Names/Locations of the facilities are as follows:

East Port WRF  
3100 Loveland Boulevard  
Port Charlotte, FL 33980  
Digester Capacity 1.4MG  
BioSolids (per/day):40 wet tons

West Port WRF  
15005 Cattedock Point Road  
Port Charlotte, FL 33981  
Digester Capacity 0.06 MG  
BioSolids(per/day):Approx.5,000G

Rotonda WRF  
3740 Kendall Road  
Rotonda West, FL 33947  
Digester Capacity 0.250 MG  
BioSolids(per/day): Approx.10,000G

Leachate Treatment Facility  
29751 Zemel Road  
Punta Gorda, FL 33955  
Digester Capacity 45,000G

Burnt Store WRF  
17430 Burnt Store Road  
Punta Gorda, FL 33955  
Digester Capacity 0.06 MG  
BioSolids (per/day):Approx. 4,000G

In addition, any other facility that Utilities acquires through contract operations or direct purchase shall receive the same price structure.

**TS-08 CRITERIA FOR AWARD:** The award of this bid will be to the lowest responsive, responsible bidder for backup services meeting all of the requirements specified. The County retains the right to award this bid in whole or in part or by group, whichever is in the best interest of the County. Other consideration(s) of award factor may be equipment and/or response time.

County reserves the right to reject the bid proposal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract. If, after bid opening, the lowest bidder is deemed non-responsible by the County, such bidder shall receive written notice from the County of this determination. The bidder shall have five business days from the date of this notice to dispute the determination and to provide to the County any additional information it deems relevant regarding the bidder's responsibility. The County shall make a final determination regarding the bidder's responsibility at the time of award of the contract.

<b>INSURANCE REQUIREMENTS</b> <b>TRANSPORTATION OF WASTEWATER – DEWATERED AND LIQUID RESIDUALS – BACKUP SERVICES</b> <b>BID NO. 2018000473</b>
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Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. **Commercial General Liability – Occurrence Form (CG 00 01)**

Policy shall include bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

**Minimum Requirements:**

- General Aggregate \$2,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and it officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.
- b. Contractor’s subcontractors shall be subject to the same minimum requirements identified above.
- c. Policy shall be endorsed for a waiver of subrogation against the Charlotte County.

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Automobile liability must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos.

Combined Single Limit (CSL)	\$1,000,000
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- a. This policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractor’s Pollution Liability policy.
- b. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and it officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".
- c. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- d. Policy shall contain a waiver of subrogation against the Charlotte County.

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory Limits
Employers' Liability	
Each Accident, bodily injury or disease	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the Charlotte County.
- b. Projects on or along navigable waters an endorsement for US Longshoremen and Harbor Workers and Jones Act is required.

- c. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- d. If the contractor has no employees the contractor must submit to the County the Workers Compensation Exemption from the State of Florida.

**4. Contractors' Pollution Liability**

Each Occurrence or Claim	\$1,000,000
Policy Aggregate	\$2,000,000

- a. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

**Additional Insured** – All policies, **except** for the Workers Compensation shall contain endorsements naming the County its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services contained herein. The additional insured endorsements' shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to full extent provided by the policy, even if those limits exceed those required by this contract. Such additional insured coverage shall be at least as broad as Additional Insured(Form B) endorsement form ISO, CG 20 10 11 85 or both CG 20 10 and CG 23 37 if later revisions used.

**Waiver of Subrogation Rights** – The Contractor shall require the carriers of required coverage's to waive all rights of subrogation against the County, its officers, employees, agents and volunteers. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

**Policies Primary and Non-Contributory** – For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**Severability of Interests** – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

**Proof of Coverage** - Prior to the commencement of performance of services the Contractor shall furnish to the County Purchasing Division Certificates of Insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required. These certificates shall provide that such insurance shall not be terminated or expire without notice thereof in accordance with the policy provisions and Contractor shall maintain such insurance from the time the Contractor commences performance of services until completion of such services. Within seven (7) calendar days of notice of award, the Contractor shall furnish a copy of the Declaration page and required endorsements for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

**Acceptability of insurance carrier** – Unless otherwise approved by Risk Management, Insurance shall be written by insurers authorized to do business in the State of Florida and with a minimum Best Insurance Guide rating of "A- VII".

**Deductibles and Self-Insured Retention** – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the deductible or retention.

**Failure to Procure Coverage** – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured or is cancelled and not replaced, the County has the right but not the obligation or duty to terminate the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

**Insurance Review** – Insurance requirements are subject to periodic review by the County. The Risk Manager or designee is authorized, but not required, to reduce, waive, or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced or is not needed to protect the interests of the County. In addition, if Risk Management determines that heretofore, unreasonably or unavailable types of insurance

coverage or coverage limits become reasonably priced or available, the Risk Manager or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual, or alleged, on part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

**CHARLOTTE COUNTY  
SAFETY AND HEALTH REQUIREMENTS  
TRANSPORTATION OF WASTEWATER – DEWATERED AND LIQUID RESIDUALS – BACKUP SERVICES  
BID NO. 2018000473**

**SH-01 HEALTH AND SAFETY PLAN:** It shall be the responsibility of the Contractor to comply with OSHA, EPA, DOT and other applicable Federal and State of Florida laws, rules, regulations or other requirements. This includes, but is not limited to, 29 CFR 1926 (Safety and Health Regulations for Construction) and 1910 (Safety and Health Regulations for General Industry). Contractors are required to have a written Health and Safety Program that is jobsite specific. The elements of this written program shall be in accordance with OSHA 1926 and 1910. A list of program elements can be obtained from Charlotte County Risk Management.

The Contractor will designate a responsible member of his organization whose duty shall be the prevention of accidents at the site. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Project Manager.

A copy of the Contractor's Health and Safety Plan will be submitted to Charlotte County at least 10 days prior to commencement of work. Contractor shall provide documentation that his employees and subcontractors received training (been informed of) on the Contractor's Health and Safety Plan. The Contractor will be responsible for conducting a site safety briefing for all visitors to the site. Documentation of these site safety briefings are to be maintained by the Contractor and made available to Charlotte County upon request.

Contractor will post, where appropriate, all necessary job-site Health and Safety notices. The Loss Control Coordinator will conduct unannounced job-site inspections during the course of the project. Minor safety violations may be addressed immediately with the onsite supervisor and Project Manager. Major safety violations will result in written notification to the Contractor and Charlotte County Department Director under which the project is being performed. Hazardous conditions that are considered by the Loss Control Coordinator to be immediately dangerous to life or limb will result in immediate stoppage of work until the hazardous conditions are corrected.

**SH-02 ACCIDENTAL SPILLS:** In the event of an accidental release or spill of chemicals or other hazardous materials the Contractor shall:

- Immediately take action as appropriate to contain the spill if this action can be taken without jeopardizing the health or safety of employees,
- Notify the Fire/EMS, or other entities as needed or required,
- Contact the Project Manager/Coordinator, and
- Contact Charlotte County Risk Management and Loss Control Coordinator.

The following phone numbers may be used in the event of an emergency:

Risk Management	941.764.4191
Loss Control Coordinator	941.743.1381 (or Cell 941.223.5535)

**SH-03 CONTROL OF FUGITIVE EMISSIONS:** The Contractor shall take all reasonable precautions necessary to control fugitive emissions from the job site. Fugitive emissions include, but are not limited to: nuisance dust, chemical odors/vapors/gases, hazardous materials such as lead or asbestos, and noise. Where the product(s) or material(s) to be used by the Contractor has a permissible exposure limit (PEL) established by OSHA the Contractor shall take all reasonable steps to maintain emissions of the product(s) or materials below the OSHA PEL. To verify that emissions are maintained below the OSHA PEL, the Contractor shall monitor, or shall contract to have monitored, work area exposure conditions. Monitoring shall occur, at a minimum, during the start of work and whenever there is a change in procedure, process, or chemical or material used. If it is deemed not practical to maintain exposures below the PEL, the Contractor shall restrict access to all areas where exposures exceed the PEL to authorized personnel only.

**A. ASBESTOS AND SUSPECT ASBESTOS CONTAINING BUILDING MATERIALS:** Contractors shall, under no circumstances, damage or disturb suspect or known asbestos containing material (ACM) unless they are a licensed Florida Asbestos Abatement Contractor and have been specifically employed to perform asbestos repair or removal. It is the responsibility of the Contractor to provide his or her own asbestos awareness program in accordance with 29 CFR 1926.1101. Where required by Federal and State regulations, the Contractor is required to have asbestos surveys performed prior to any work that includes, but is not limited to, renovation, and demolition. The asbestos survey must be performed by a

firm that is licensed in the State of Florida to perform such surveys. A copy of the asbestos survey shall be submitted to the County's project manager. Asbestos materials may not be used or installed in any Charlotte County facilities.

**B. LEAD-CONTAINING BUILDING MATERIALS:** Contractors that will disturb lead-containing building materials during the course of work shall take all necessary precautions to protect Charlotte County employees and the public from exposure to lead dust or contamination. These measures shall conform, at a minimum, to the OSHA requirements detailed in 29 CFR 1926.62 and applicable local, state and federal regulations. Where the Contractor is engaged in work in child-occupied facilities, such work shall be performed in accordance with 40 CFR 745, and clearance testing shall be performed by the Loss Control Coordinator or a licensed consultant at the conclusion of the project in accordance with the requirements of this regulation.

**C. SAMPLING AND MONITORING RESULTS:** The results of all personal and area monitoring and or other samples collected for health and safety compliance required by OSHA or any other state or federal regulatory agency shall be provided to Charlotte County.

**BID FORM**  
**TRANSPORTATION OF WASTEWATER – DEWATERED AND LIQUID RESIDUALS – BACKUP SERVICES**  
**BID NO. 2018000473**

TO: Senior Division Manager - Purchasing  
Board of County Commissioners  
Charlotte County Administration Center  
18500 Murdock Circle  
Port Charlotte, Fl. 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Insurance Requirements, Safety & Health Requirements and any other documentation for

**TRANSPORTATION OF WASTEWATER – DEWATERED AND LIQUID RESIDUALS – BACKUP SERVICES**

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

No Local License required to perform the services for this project.

**Please indicate by (√) that you have included the following with your bid:**

- ( ) **Copies of Certifications**
- ( ) **Copy of FDEP Permit**
- ( ) **Business Tax Receipt (Only if claiming Local Preference and must be valid for at least six months prior to the bid submission)**

**Local Business Status:** If Bidder affirms that it is a local business as defined in IB-26 and in accordance with Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009, and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009, then the Affidavit Claiming Status as a Local Business, which is included as a part of this bid package, must be completed and returned.

Yes, our business qualifies as a Local Business and has completed and attached the 'Affidavit Claiming Status as a Local Business' as a part of our submission.

No, our business does not qualify as a Local Business.

**NOTE:** In accordance with Florida Statutes, Section 119.071(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1)(b)2 and s. 24(a), Art. I of the State Constitution, except as provided by Florida Statutes 255.0518, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Upon release of the intended decision, if you wish to obtain the quote results, you may do so by visiting our Website at <https://purchasingbids.charlottecountyfl.gov> under "Purchasing Bids Online", document number 184734. No information regarding the submittal will be divulged over the telephone.

**Name of Bidder:** \_\_\_\_\_  
(This form is to be returned)



**STATED QUANTITIES ARE ESTIMATES ONLY:**

**A. GROUP A**

**1. Transportation of Dewatered Wastewater Residuals from the East Port WRF (approximately 40 wet tons/day)**

Capacity- 25 cu.yd dump body trailers:

To Charlotte County's Zemel Road Landfill (includes tipping fee) \$ \_\_\_\_\_/ton

To Charlotte County's Zemel Road Landfill (excludes tipping fee) \$ \_\_\_\_\_/ton

**2. Transportation of Dewatered Wastewater Residuals from the East Port WRF (approximately 40 wet tons/day)**

Capacity- 25 cu.yd dump body trailers:

To Lake Okeechobee Landfill (includes tipping fee) \$ \_\_\_\_\_/ton

To Lake Okeechobee Landfill (excludes tipping fee) \$ \_\_\_\_\_/ton

**3. Transportation and disposal of dewatered residuals from East Port WRF:**

(including tip fee) to contractor disposal site \$ \_\_\_\_\_/ton

**RESPONSE TIME:** \_\_\_\_\_hour(s) to report to site to perform service(s) after notified of service request, verbal or written, (not to exceed 12 hours). Notification access must be provided 24 hours a day. Capable of furnishing a 24-hr per day/7-day week emergency service and able to respond to site to perform required service within \_\_\_\_\_hour(s) after notification of a service request, verbal or written (not to exceed 12 hours).

**B. GROUP B**

**1. DOMESTIC WASTEWATER (Treated Effluent Storage Ponds)**

\$ \_\_\_\_\_/1,000 gal

(Emergency use in some extreme wet weather events)

Tanker Capacity – 3,500 - 6,000 gallon (minimum)

Tanker Availability: One (1) each (minimum)

(Based on less than or equal to 25 miles between loading & off-loading sites)

On site standby prior to commencement of hauling \$ \_\_\_\_\_/hour/tanker

**2. DOMESTIC WASTEWATER RESIDUALS (grit/biosolids)**

\$ \_\_\_\_\_/1,000 gal

(Emergency during dewatering of treatment plant tankage)

Tanker Capacity – 3,500 - 6,000 gallon (minimum)

Tanker Availability: One (1) each (minimum-based on less than or equal 25 miles between loading and off-loading sites)

All Tanker trucks must have auxiliary pumps and hoses

**3. DOMESTIC WASTEWATER LIQUID BIOSOLIDS**

\$ \_\_\_\_\_/1,000 gal

(From and to Charlotte County Owned Treatment Facilities)

Tanker Capacity – 3,500 - 6,000 gallon (minimum)

Tanker Availability: One (1) each (minimum)

(Based on less than or equal to 25 miles between loading & off-loading sites)

**4. DOMESTIC WASTEWATER RESIDUALS – Drying Beds**

Minimum one (1) 15-20 yard dump truck and (1) one loader

Including all disposal fees \$ \_\_\_\_\_/ton

**RESPONSE TIME:** \_\_\_\_\_hour(s) to report to site to perform service(s) after notified of service request, verbal or written, (not to exceed 12 hours). Notification access must be provided 24 hours a day. Capable of furnishing a 24-hr per day/7-day week emergency service and able to respond to site to perform required service within \_\_\_\_\_hour(s) after notification of a service request, verbal or written (not to exceed 12 hours).

**NAME OF BIDDER** \_\_\_\_\_

(This form is to be returned)

**ALTERNATE LANDFILL SITES: (IAW: TS-05, B)**

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**EMERGENCY CONTACTS**

1. \_\_\_\_\_ PHONE \_\_\_\_\_

2. \_\_\_\_\_ PHONE \_\_\_\_\_

**EQUIPMENT LISTING**

The following is a listing of your vehicles (owned/leased), inclusive of manufacturer, year and condition. Condition shall be listed in accordance with scale below. (Attach additional sheets, if required).

Vehicle/Equipment	Manufacturer	Year	Condition

**SCALE:**                    1 - Excellent                    3 - Fair  
                                  2 - Good                         4 - Poor

Vehicles/Equipment is located at: \_\_\_\_\_

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**NAME OF BIDDER** \_\_\_\_\_

(This form to be returned)

If notified of the acceptance of this bid form, the undersigned agrees to execute a Contract for the stated compensation in the form as prescribed by the County, within the time constraints outlined in Instructions to Bidders.

The signature below is a guarantee that the Bidder will not withdraw his/her bid for a period of sixty (60) days after the scheduled time for opening the bids.

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price bid.

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_; Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_; Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_; Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_; Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

**HOLD HARMLESS AGREEMENT:**

The bidding firm as indicated below, it's officers and members shall, through the signing of this document by any authorized party or agent, indemnify, hold harmless and defend Charlotte County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers from all suits and actions, including attorney's fees and all costs of litigation and judgment of every name and description brought against the County as a result of loss, damage or injury to person or property by reason of any act or failure to act by the bidding firm, its agents, servants or employees.

**Type of Organization (Please Check One):** Individual Ownership \_\_\_\_\_ Joint Venture \_\_\_\_\_  
Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

**Name of Bidding Firm** \_\_\_\_\_

**Mailing Address** \_\_\_\_\_

**Location Address** \_\_\_\_\_

**City & State** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**Telephone** \_\_\_\_\_ **Fax Number** \_\_\_\_\_

**E-mail** \_\_\_\_\_

**Signature of person authorized to bind the Company:** \_\_\_\_\_

**Print Name/Title of person authorized to bind the Company:** \_\_\_\_\_

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

(This form to be returned)

**AFFIDAVIT**  
**Claiming Status as a Local Business**

Bidder affirms that it is a local business as defined below and in accordance with the following: Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009; and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009.

**A. Local Business Definition:**

Local business means the company has a valid Business Tax Receipt issued by Charlotte County at least six months prior to the bid submission to do business within Charlotte County that authorizes the business to provide the services or goods, and a physical business address located within the limits of Charlotte County from which the business operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a business shall not be considered having a "Local Business" unless it contributes to the economic development and well-being of Charlotte County in a verifiable and measurable way. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid to be eligible for consideration as having a "Local Business". A business that misrepresents the local preference status of its company in a bid to the County will lose the privilege to claim local preference for a one year period.

**B. Competitive bid (local price match option):**

Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined. When a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses, as defined below, is within five percent of the price submitted by the non-local business, each of the aforementioned local businesses shall have the opportunity to submit, a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business within five calendar days of being notified by the Senior Division Manager of Purchasing in writing. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local business and a non-local business, contract award shall be made to the local business.

If requested by the County, the bidder will be required to provide documentation substantiating the information given in this affidavit. Charlotte County reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder's submission being deemed non-responsive.

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

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

Title: \_\_\_\_\_

Year Business Established in Charlotte County: \_\_\_\_\_

State of Florida  
County of Charlotte

Sworn to and subscribed before me, a Notary Public, for the above State and County on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
Commission Expiration

(Affix Official Seal)

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

**This page to be returned only if Contractor is claiming a Local Business Status.**

**SOURCE OF SUPPLY AND SUBCONTRACTORS**

The following sources of supply and subcontractors shall be used for the **TRANSPORTATION OF WASTEWATER – DEWATERED AND LIQUID RESIDUALS – BACKUP SERVICES** project. If bidder does not have a source of supply or subcontractor, insert “to be determined”. When a source or subcontractor is determined, selection will be subject to County approval. (If not applicable, state N/A).

Source of Supply	Subcontractor(s)
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____
4. _____	4. _____
5. _____	5. _____

**DRUG FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_  
(name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature \_\_\_\_\_

Dated \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

(This form to be returned)