

GENERAL CONDITIONS

- 1. SUBMISSION OF BIDS:** All bids shall be submitted in a sealed envelope. The bid number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said bid to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the bidder. Any bids received in Purchasing after the specified date and time will not be accepted. An original and one copy of the bid must be submitted unless otherwise noted.
- 2. EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to any bid entry must be initialed. The company name and F.E.I.D. number shall appear in the space(s) provided.
- 3. BID OPENING:** Bid opening shall be public on the date and time specified. Sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 10 days after bid or proposal opening, whichever is earlier.
Bid must be submitted on forms provided by the County. No other forms will be accepted. Telephone and telegraph bids will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of thirty (30) days unless otherwise specified.
- 4. BID TABULATIONS:** Bid tabulations are posted on Demand Star web page and available for download at: www.demandstar.com.
- 5. CLARIFICATION/CORRECTION OF BID ENTRY:** The County of Brevard reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.
- 6. INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any bidder. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite 303 Viera, FL 32940, or faxed to the attention of the Purchasing Agent, at (321) 617-7391 or (321) 637-5302. To be given consideration, such requests must be received at least five (5) business days prior to the date fixed for the opening of the bid. Any and all such interpretation and supplemental instructions will be in the form of a written addendum, which, if issued will be sent to all prospective proposers at the respective addresses furnished for such purposes. Failure of any bidder to receive any such addendum or interpretation shall not relieve said bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful bidder received a copy of such addendum, it being understood that all bidders are responsible to verify that they have received any such addenda prior to submitting their bid.
- 7. EEO STATEMENT:** Bidders must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.
- 8. PRICING:** Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County of Brevard to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Board of County Commissioners.
- 9. ADDITIONAL TERMS & CONDITIONS:** The County of Brevard reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.
- 10. TAXES:** The County of Brevard is exempt from Federal Excise Taxes and all sales taxes.
- 11. DISCOUNTS:** All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for bid evaluation purposes.
- 12. MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The bidder represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The bidder shall be responsible for performing the work necessary to meet County standards in a safe, neat, good and workmanlike manner.
- 13. BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name OR EQUAL" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids offering "equal" products will be considered for award if such products are clearly identified in the bid and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, the bid shall be considered as offering the same brand name product referenced in the specifications. If the bidder proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the bidder. Purchasing Services is not responsible for locating or securing any information which is not identified in the bid and reasonably available to Purchasing Services. To ensure that sufficient information is available the bidder shall furnish as a part of the bid, or prior to bid opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the bidder proposes to furnish and what the County would be binding itself to purchase by making an award.
- 14. SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.

- 15. ASSIGNMENT:** Any purchase order issued pursuant to this bid and the moneys which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.
- 16. INDEMNIFICATION:** The successful bidder agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Bidder, any subcontractor or any of their employees, or arises from a job-related injury. The successful bidder acknowledges adequate consideration for this indemnification provision.
- 17. PATENTS AND ROYALTIES:** The bidder, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of Brevard. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.
- 18. TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this bid.
- 19. ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at Bidder's expense. Those items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Bidder. Any violations of these stipulations may also result in the Bidder name being removed from the bid list and the Bidder disqualified from doing business with the County of Brevard.
- 20. SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.
- 21. WARRANTY:** The bidder agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County of Brevard by any other provision of this bid.
- 22. AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countywide basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive and qualified. All awards made as a result of this bid shall conform to applicable ordinances of the County of Brevard. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded bid upon due cause, i.e. Bidder misrepresentation, Bidder negligence, non-performance, etc. via written notice.
- 23. Unless otherwise noted in the bid document, Bidders shall submit one bid only.**
- 24. DEFINITIONS:**
COUNTY - The term COUNTY herein refers to the County of Brevard, Florida, and it's duly authorized representatives.
BIDDER - The term BIDDER used herein refers to the dealer/ manufacturer/business organization submitting a bid to the County in response to this invitation.
BIDDER - The term BIDDER used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid.
USING AGENCY - The term USING AGENCY used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.
HEAVY DUTY - The item(s) to which the term HEAVY DUTY is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.
QUALIFIED BIDDER OR PROPOSER - The best bidder or proposer who has the capability in all respects to fully perform the bid or RFP requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the bidder or proposer or its subcontractors' past performance for the Board, any other information required by Board policies.
RESPONSIVE BIDDER OR PROPOSER - A bidder or proposer who has submitted a bid or proposal which conforms in all respects to the requirements of the bid package or request for proposal, including, but not limited to, submission of the bid or proposal on required forms with all required information, signatures, and notarizations at the place and time specified.
DUE CAUSE - An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.
- 25. CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State Statutes and County Ordinance. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Brevard County. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, any interest in the proposer's firm or any of its branches.

- 26. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:** This bid may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Interlocal Agreement for joint purchasing exists between Brevard County and the other public agency. Each political entity will be responsible for execution of its own requirements with the awarded Bidder.
- 27. DRUG FREE WORKPLACE:** Whenever two or more bids/ proposals which are equal with respect to price, quality, and service are received by Brevard County for the procurement of commodities or contractual services, a bid/proposal received from a business that has implemented a drug free workplace program (per Florida Statutes Section 287.087) shall be given preference in the award process.
- 28. LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Request of Bid; and written correspondence in regard to Bids may be submitted to the County Manager. Each Bid will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.
- 29. PUBLIC ENTITY CRIMES:** All bidders are hereby placed on notice that a person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction 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 a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (currently \$25,000) for a period of thirty six (36) months from the date of being placed on the convicted Bidder list.
- 30. DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory Bidder list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not award or perform work as a contractor, supplier, and may not transact business with any public entity.
- 31. LICENSE/CERTIFICATIONS:** The successful Bidder will be required to secure, at its expense, the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Proof of license and/or certification may be required prior to bid/bid award. The bidder shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The bidder shall state its occupational license number and expiration date.
- 32. ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the bidder's total offer will be adjusted accordingly.
- 33. CANCELLATION AND RE-INSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this bid award, the Bidder shall be responsible for securing other acceptable insurance to provide the coverage specified in the bid to maintain continuous coverage during the life of the award.
- 34. INCURRED COST:** Brevard County is not liable for any cost incurred by any Bidder prior to an award. Costs for developing a response to this request for bid are entirely the obligation of the bidder and shall not be chargeable in any manner to Brevard County.
- 35. MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the Bidder or by any sub-contractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.
- 36. SUBCONTRACTORS:** The Bidder shall be fully responsible for all acts and omissions of his sub-contractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.
- 37. VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Bidder as a result of any discussions with any County employee. Only those communications which are in writing from an authorized County representative may be considered. Only written communications from Bidders which are assigned by a person designated as authorized to bind the company will be recognized by the County as duly authorized expressions on behalf of the company.
- 38. FAX:** Bids which are received by FAX are not acceptable and will be rejected
- 39. LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida; or in the Federal Courts wherein venue shall lie in the Central District in and for the State of Florida. The Bidder expressly waives venue in any other location.
- 40. ADDITION, DELETION OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorated basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the contractor, and the contract manager upon completion of such portion.
- 41. OPERATION DURING DISPUTE:** In the event the County has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the bidder and the County, the bidder agrees to continue to operate and perform under the terms of the contract while such dispute is pending, and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.
- 42. CONTRACT TERMINATION:** The contract resulting from this bid shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the Bidder, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the

contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded Bidder shall be paid for services performed through the date of termination.

- 43. SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act and Section 286.26, F.S., persons with disabilities needing special accommodations to participate should contact the County Manager's Office no later than 48 hours prior to any meeting at 633-2001 for assistance.
- 44. BIDDER RESPONSIBILITIES:** Bidders, by submitting a bid, certify that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the bidder and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the bidder shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/ bid.
- 45. SUPERVISION OF CONTRACT PERFORMANCE:** The bidder's performance of the contract will be notified by the contract manager. The bidder shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the bidder, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the bidder of the obligation to perform the work at the time and in the manner specified by the contract. If the bidder does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.
- 46. MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the bidder. The contract manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the bidder and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.
- 47. GREEN PROCUREMENT POLICY:** The Board of County Commissioner's approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP produces encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.
- 48. MONITORING OF WORK:** The bidder shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The bidder shall designate, in writing, a person to serve as liaison between the bidder and the County.
- 49. PROMPT PAYMENT:** For payment promptness, Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70, et seq. Brevard County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this quotation will be subject to Billing Instructions and Conditions on the face of the Brevard County Purchase Order form. Bidders may offer cash discounts for prompt payment but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 50. RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the contractor for a period of three (3) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes.
- 51. UNAUTHORIZED ALIEN WORKS:** Brevard County will not accept bids from Bidders who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a (e) (Section) 274A (e) of the Immigration and Nationality Act "INA". The County shall consider a Bidder's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded bid.
- 52. FLORIDA PUBLIC RECORDS LAW:**

Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the bidder's duty to identify the information which it deems is exempt under Florida/federal law and identify the statute by number which exempts that information.

Should any person or entity make a public request of the County which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential, it shall be the Contractor's obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will be able to comply with the requirements of Fla. Stat. 119.07(1)(e) and (f). Should the County face any kind of legal action to require or enforce inspection or

production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorneys fees which may be awarded pursuant to Fla. Stat. 119.12.

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any proposal does not affect this right.

53. LOCAL PREFERENCE:

The Board of County Commissioners of Brevard County, Florida adopted Resolution No. 2009-146 on July 28, 2009 establishing a local business preference policy. Businesses located within Brevard County and the State of Florida will be given preference through the procedures established by the resolution. The entire resolution may be viewed at www.brevardcounty.us (Purchasing/Bids) or www.brevardcounty.us/purchasing.

It is understood that the submission of a Local Bidder Affidavit of Eligibility to Brevard County Purchasing Services with the bid/proposal is for the Brevard County Board of County Commissioners only, and the Affidavit is valid only for the bid/RFP specified. The bidder/proposer also understands that failure to maintain the requirements of the Bidder category stated on the Local Bidder Affidavit of Eligibility through completion of the awarded bid or contract may be grounds for immediate termination and may be used for consideration in future awards.

54. PREFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN OR PRODUCTED IN FLORIDA:

In accordance with Florida Statute 287.082, whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within this state, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this state shall be given preference.

55. COUNTY SEAL:

Use of the County Seal without the express approval of the Board of County Commissioners is a violation of section 165.043 Florida Statutes punishable as a misdemeanor.

56. TIE BIDS: Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes, which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of Bidder responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more Bidders, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

- a. For tie bids, quotations or proposals, priority shall be given to the Bidder certifying that he/she is a Drug-Free Workplace as defined within §287.087, Florida Statutes;
- b. Should a tie still exist, in the case of proposals only, priority shall be given until the tie is broken, to the Bidder with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;
- c. Should a tie still exist for bids, quotations or proposals, priority shall be given to the Bidder having a verified business establishment within the boundaries of Brevard County, Florida;
- d. In the event that a tie still exists after progressing through a-c, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected bidders if they elect to be present.

57. BIDDER COMPLAINTS AND DISPUTES:

Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

I. Posting of Award Notices

- A. FORMAL SEALED BIDS/QUOTES: No later than three (3) business days after a bid opening the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids/quotes on a bulletin board located in or near the Purchasing Services Office. The apparent low bid/quote will be the intended award recommendation. If after posting the tabulation, the apparent low bid/quote is found to be non-responsive to the specifications, the formal award evaluation will be posted. The time for filing a protest will begin the date of the later posting.
- B. FORMAL SEALED PROPOSALS: No later than three (3) business days after the selection committee recommendations are finalized the Purchasing Manager or his/her designee shall post the selection committee's rankings and recommended award for bids.

II. Proceedings

- A. Any bidder, quoter or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.
- B. The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse affects and the relief sought.
- C. Within seven (7) calendar days of receipt of the formal written protest the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a non-voting Hearing Coordinator and the County Attorney or designee may be requested to attend as a non-voting member. The

Purchasing Manager or designee record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

- D. In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

III. Stay of Procurements During Protests

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made without delay in order to protect the public interest. Invoice disputes between an awarded Bidder and user agency will follow the guidelines set forth in AO-33, Prompt Payment of Invoices.

BIDDER CHECKLIST
Mulching and Disposal Services for Yard Trash and Vegetative Waste (On Site)
B-5-11-78

The items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will not be considered

	Required	Not Required
Signed and Notarized Invitation to Bid	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Form of Bid (Price Sheet)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Acknowledgement of Officer to Execute Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Signed and Notarized Bid Security Bond Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Contingent Fees Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Client References (minimum of 3)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Equipment List	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Operation and maintenance plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Key personnel resumes	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Subcontractors and Suppliers list	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proposed Disposal Site(s) under Option 3	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Signed Indemnification Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Complete Local Preference Form (if applicable)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding Bidder, and returned as part of the bid response.

Mulching and Disposal Services for Yard Trash and Vegetative Waste (On Site)

B-5-11-78

GENERAL CONDITIONS

1.1 Bid Services:

Brevard County (County) is seeking to procure services for the mulching and/or disposal of yard trash and vegetative wastes generated within the County. The Contract shall be for an initial one-year term from approximately June 2, 2011 through June 1, 2012 with an option for one (1) additional one-year extension which is subject to price negotiations and bid terms should it be acceptable and agreeable to all parties. Brevard County will notify the awarded vendor in writing, 90 days prior to the expiration of the agreement as to its intent to renew.

1.2 Pre-Bid Conference:

A pre-bid conference will be held on May 17, 2011 at 10:00 a.m. in the Atlantic Room, Brevard County Government Center, 2725 Judge Fran Jamieson Way, Bldg. C, 3rd flr, Viera, FL 32940. All prospective Bidders are strongly encouraged to attend the pre-bid conference.

1.3 Bid Security:

Each Bid must be accompanied by a Bid Security in the form of either a cashier's check or certified check, irrevocable letter of credit, or a Bid Security Bond on the Bid Bond Form provided in Section "3" in the amount of fifty thousand dollars and no cents (\$50,000.00). Any submitted certified check, cashier's check or irrevocable letter of credit shall be drawn on a solvent bank or trust company approved by the County, made payable to the County, and accompanied by all necessary documentary revenue stamps, required by law. Personal checks or company checks will not be accepted. The surety of the Bid Security Bond shall be a surety company duly authorized by the Florida Department of Insurance. The Bid Security Bond shall be issued or countersigned by a local procuring agent who is a resident of the State of Florida. Satisfactory evidence of the execution authority of the person or persons executing the Bid Security Bond shall be submitted with the Bond. The Bid Bond shall be executed by the Bidder as principal. No Bid may be withdrawn for a period of ninety (90) calendar days after the Bid opening thereof.

If the Bidder is a partnership, the Bond shall be signed by each of the individuals who are partners; if a corporation, the Bond shall be signed in the correct corporate name by a duly authorized officer, agent, or attorney-in-fact. There shall be executed an appropriate number of counterparts of the Bond corresponding to the number of counterparts in the Contract. The Bid Security Bond shall be issued or countersigned by a local procuring agent who is a resident of the State of Florida. Satisfactory evidence of the execution authority of the person or persons executing the Bid Security Bond shall be submitted with the bond. The Bidder as principal shall execute the Bid Bond. No Bid may be withdrawn for a period of ninety (90) calendar days after the Bid opening thereof.

Said Bid Security is given as a guarantee that the Bidder will enter into a contract and provide Certificates of Insurance, if awarded the work. Failure or refusal of the Successful Bidder to execute a contract within thirty (30) days after the Bidder has received Notice of Award of the contract, or to furnish the required insurance certificates will result in Successful Bidder forfeiting the full amount of the Bid Security and the County retaining the Bid Security not as a penalty, but as liquidated damages. It is agreed that the sum of the Bid Security is a fair estimate of the amount of damages that the County will sustain in the event one of the foregoing circumstances occurs. No plea of mistake in the Bid or misunderstanding of the conditions of forfeiture shall be available to the Successful Bidder for the recovery of the amount of the Bid Security or as a defense to any action based upon the foregoing failure by the Successful Bidder.

If no contract has been awarded or the Bidder has not been notified of the acceptance of their Bid, within ninety (90) calendar days of the Bid opening, the Bidder may withdraw the Bid and request the return of the Bid security. If, at the County's request, the Bidder agrees to extend and maintain the Bid beyond the specified ninety (90) calendar days, the Bid security will not be returned. Bidder hereby agrees that all Bid prices are firm, fixed prices which the County may accept up to ninety (90) calendar days from Bid opening.

1.4 Bid Information or Clarification:

For information concerning procedures for responding to this bid, contact April Chapman, Purchasing Services at 321-617-7390, or fax 321-617-7391, 321-637-5302; email april.chapman@brevardcounty.us. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services.

Bidders shall promptly notify Purchasing Services, prior to submission of their bid, of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents. No interpretation of the meaning of specifications or other

documents will be made to any bidder orally, nor may bidder rely on any such pre-bid statements in completing the bid. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, Florida, 32940, or faxed to the attention of April Chapman at 321-617-7391 or 321-637-5302. To be given consideration, such requests must be received in writing no later than five (5) business days prior to the date for opening of the bids.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the bid documents which, if issued, will be delivered or faxed to all prospective Bidders (at the respective addresses furnished for such purposes) prior to the date or time fixed for the opening of Bids. The County will not be responsible for any other explanations or interpretations of the Bid Documents. All Addenda so issued shall become part of the bid documents.

Each Bidder shall ascertain prior to submitting a bid that the Bidder has received all addenda issued, and the Bidder shall acknowledge receipt and inclusion in the bid of all addenda. If receipt of the addenda is not acknowledged, the submission of the bid shall be accepted as if the addenda were received and accepted. Failure of the Bidder to receive an addendum shall not relieve the Bidder of any obligation under the bid as submitted.

1.5 Bid Submittal:

Bids must be submitted on the Form of Bid contained in the bid documents to be considered and shall be complete in every respect with all blank spaces filled in or notated as not applicable.

The County reserves the right to reject any and all bids with or without cause, to waive technical errors and informalities, or to accept that bid or combination of bids which in the County's sole and absolute judgment best serves the public interest.

All Bids must be sealed and addressed to Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C., Viera, FL 32940, and must be marked in the left hand corner on the outside:

Sealed Bid for: **Mulching & Disposal Services for Yard Trash and Vegetative Waste (On Site)**
Bid Number: **B-5-11-78**
Bid Opening Date: **May 26, 2011 @ 3:30pm**
Name of Bidder:
Address of Bidder:
Vendor Telephone #

Bids must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C303, Viera, FL 32940 **no later than May 26, 2011 @ 3:30p.m.** Bids must be submitted on County format to be considered. **The official time clock will be the date and time stamp clock located in the Purchasing Office.**

Bids shall be submitted in one (1) original and three(3) copies with the "Original" clearly marked. Paper documents must be provided, but should be accompanied by an equivalent electronic PDF file. Provide one original and three (3) copies on paper, plus one (1) compact discs (CD).

Note* Please ensure that if you use a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third (3rd) floor at the above address. **Bidders are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Bidder's risk. To be considered, a bid must be accepted in Purchasing Services no later than the ITB closing date and time.** If the bid is delivered anywhere else, it may not reach Purchasing Services in time.

1.6 Equal Employment Opportunity:

Bidders must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, religion, sex, national origin or handicapped status. Minority and female-owned businesses are encouraged to participate.

INFORMATION TO BIDDERS

2.1 Definitions:

1. Agreement
The written contract between County and Contractor/Vendor covering the services to be performed. Other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
2. Base Bid:
The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Scope of Services described in Section 2.2 below as the base.
3. Bid:
The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the services to be performed.
4. Bid Documents
The Agreement, Addenda (which pertain to the Bid Documents), Bidder's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed and the Bonds together with all Written Amendments, Change Orders, Work Change Directives issued on or after the Effective Date of the Agreement.
5. Contractor/Vendor:
The person, firm, or corporation with whom the County has entered into the Agreement.
6. County:
The Brevard County Board of County Commissioners.
7. Subcontractor:
An individual, firm or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the Scope of Services described in Section 2.2 below.
8. Supplier:
A manufacturer, fabricator, distributor, or vendor having a direct contract with Contractor/Vendor or with any Subcontractor to furnish materials or equipment to be used in performance of the scope of services by the Contractor or any subcontractor.
9. Vegetative Waste:
Debris resulting from: the land clearing operations including trees, limbs, logging wastes, and orchard trimmings; the clearing and maintenance of electrical and telephone transmission lines; and industrial processes including wooded pallets, sawmill materials, railroad ties, and non-hazardous utility poles.
10. Yard Trash:
Vegetation and woody material resulting from residential and commercial landscaping maintenance including trimmings from trees and shrubs and palm fronds.

2.2 Scope of Services:

Outlined below are the options that the County is considering for this bid process. The Bidder is to provide and pay for all the necessary labor, materials, tools, and equipment including provisions of adequate spills kits with absorbents at each location the contractor/vendor proposes to provide fuel tanks for the contractor's equipment and vehicles. to execute the work described in detail. Outlined below are the options that the County is considering for this bid process:

1. Mulch and load for transport all yard trash & vegetative waste received by the County
2. Mulch, screen, and load for transport all yard trash & vegetative waste received by the County.
3. Mulch all yard trash & vegetative waste received by the County and dispose of material at a contractor/vendor selected site.

The Contractor shall be responsible for 75% of the cost of maintaining and repairing of the existing mulching area (pad area). The County has constructed a new yard waste mulching site at CDF, and the Contractor will be solely responsible for all pad maintenance and repairs. All work, repairs, and cost shall be coordinated through the Operations Manager. The locations for the

proposed work are on property provided by the County. The location of work may include any combination of the following sites or other sites obtained by the County. Bidder must be prepared to perform the work for each option bid by the Bidder at any location designated by the County. Existing County facilities are:

- Sarno Road Class III Landfill located at 3379 Sarno Road, Melbourne, Florida
- Central Disposal Facility located at 2250 Adamson Road, Cocoa, Florida
- Mockingbird Mulching Facility 3600 South Street, Titusville, Florida

	Estimated yearly tonnage of yard trash and vegetative waste received
Sarno	78,000 tons
CDF	63,000 tons
Mockingbird Way	68,000 tons

Option 1: Mulch and load for transport all yard trash & vegetative waste received by the County at the County's disposal facilities. The Contractor/Vendor is required to:

- Process all mulch received by the County in such a manner as to never permit the accumulation of more than 3,000 cubic yards of unprocessed yard trash and vegetative waste at any one site. Once the Contractor/Vendor has mobilized onsite, all accumulated yard trash and vegetative waste must be mulched before the Contractor demobilizes from the site.
- Produce a mulch product with ninety-five percent (95%) of the mulch product's particle size being no more than three (3) inches in its longest diameter.
- Load and transport the mulch product using Vendor vehicles to a designated area on the County's site or, if directed by the County, load the mulch product onto transfer trailers.

Option 2: Mulch, screen, and load for transport all yard trash & vegetative waste received by the County at the County's disposal facilities. The Contractor/Vendor is required to:

- Process all mulch received by the County in such a manner as to never permit the accumulation of more than 3,000 cubic yards of unprocessed yard trash and vegetative waste at any one site. Once the Contractor/Vendor has mobilized onsite, all accumulated yard trash and vegetative waste must be mulched and screened before the Contractor demobilizes from the site.
- Produce a mulch product with ninety-five percent (95%) of the mulch product's particle size being no more than three (3) inches in its longest diameter.
- Screen all processed yard trash and vegetative waste after the material has been mulched to separate out particles less than one (1) inch in diameter. As a result, the process will generate two products: (a) a fine mulch consisting of particles less than one (1) inch in diameter; and (b) a course mulch consisting of particles ranging in diameter from one (1) to three (3) inches.
- Load and transport the mulch product using Contractor/Vendor vehicles to a designated area on the County's site or, if directed by the County, load the mulch product onto transfer trailers.

Option 3: Mulch all yard trash & vegetative waste received by the County at the County's disposal facilities and dispose of material at a Contractor/Vendor selected site. The Contractor/Vendor is required to:

- Process all mulch received by the County in such a manner as to never permit the accumulation of more than 3,000 cubic yards of unprocessed yard trash and vegetative waste. Once the Contractor/Vendor has mobilized onsite, all accumulated yard trash and vegetative waste must be mulched before the Contractor/Vendor demobilizes from the site.
- Load the mulch material onto Contractor/Vendor owned transfer trailers.
- Transfer the mulch material to a County approved site for disposal. The disposal site must be permitted and in full compliance with all applicable federal, state, and local regulations.
- Pay all disposal fees.

2.3 Number of Awards

1. Multiple awards may result from this solicitation. The County may chose any option or combination of options that best suits the County's overall solid waste management needs. There is no work guaranteed to any Contractor as a result of being selected and placed under contract. The County reserves the right to modify the scope of work as may be necessary to meet the County's overall yard trash and vegetative waste disposal objectives.
2. The County does not guarantee a minimum or maximum volume of material to any successful Bidder.
3. The Contract shall be for an initial one-year term from approximately June 2, 2011 through June 1, 2012.

2.4 Payments to Contractor/Measurements for Unit Price Work

The method of payment for services under this solicitation will be on a unit price basis. The volume of mulched product produced shall determine the Contractor's fee.

For those facilities with a certified scale, the measurement will be on a per ton basis of outgoing mulched product. If the mulch is to be used onsite, the material will be loaded onto a truck, weighed on the scales and then be brought back onto the site. The facility where the County currently has a scale suitable to weigh truckloads of mulched material is at the County's Central Disposal Facility (CDF) in Cocoa and the Sarno Road Landfill in Melbourne. Therefore, in the Mockingbird Way Mulching Facility in Titusville, the measurement of the work will be by an alternate method. At these locations, the amount of work completed will be determined by a method that is mutually acceptable to the County and the Bidder. In general, the County has historically used either onsite belt scales to weigh the processed mulch material or has used a pyramid stacking method to measure the volume of processed mulch material/at 420 lbs per cubic yard.

As a condition of the contract, a 10% retainer of final payment on all invoices may be withheld by the County until the services have been completed to the satisfaction of the County's project manager.

2.5 Tonnages/ County Waste Deliveries

There is no guaranteed minimum or maximum tonnage to any Contractor/Bidder as a result of being selected and placed under contract.

2.6 Submission of Bids and Bid Opening:

1. A bid submitted by a corporation shall be accompanied by a sworn statement that affirms the authority of the individual to sign the Bid Proposal. The submittal of more than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered and will be cause for rejection of all bids submitted by the Bidder.
2. The Bidder shall submit with the bid documents as set forth in Section "3" of the bid documents.
3. A Bidder may withdraw any bid at any time prior to the hour set for the opening of the bids in accordance with the provisions provided in Section 2.12 below.
4. The County reserves the right to reject any and all bids with or without cause, to waive technical errors and informalities, or to accept that bid or combination of bids which in the County's sole and absolute judgment best serves the public interest.
5. Bids shall not contain any conditions, restatement or qualifications of work to be done, and alternate bids will not be considered unless requested by County. No oral bids or modifications will be considered.
6. No changes shall be made in the phraseology of the forms or in the items mentioned therein. The total bid amount shall be entered in words and figures in the space provided. Where applicable, the unit price, alternate price or lump sum items, and their extensions, shall be entered in figures in the respective columns provided for each bid item. All entries shall be typewritten or printed in ink. In case of any discrepancy between the written amounts and the figures, the written amounts shall govern. Each Bidder must sign the bid with Bidder's full name and address. In cases where a firm or corporation submits a bid, the bid must be signed by the officer or officers authorized by the corporation's bylaws, with its official seal affixed hereto. The signatures of all persons shall be in longhand. Any entry of amount that appears on the face of the bid to have involved an erasure, deletion, whiteout and/or substitution or other such change or alteration, shall show by them the initials of the person signing the bid and the date of the change or alteration. Failure to comply with this requirement may be cause for disqualification or rejection of the bid. A bid may be rejected which contains any omissions, alterations, additions, irregularities of any kind, or items not called for, or which does not contain prices set opposite to each of the items in the bid form, or in which any of the prices are obviously unbalanced, or which shall in any manner fail to conform to the conditions of the published notice inviting bids.

2.7 Bid Documents:

1. Bid documents include the General Conditions, Information to Bidders, Form of Bid, including any Addenda issued prior to receipt of bids. All requirements and obligations of the bid documents are hereby incorporated by reference into the Contract Documents and are binding on the Successful Bidder upon award of the contract.

2. Bidders may obtain complete sets of the bid documents from the issuing office designated in Section 1.4 of the General Conditions.

3. Bidders shall use complete sets of bid documents in preparing bids. The County shall not have any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bid documents.

2.8 Pre-Qualification of Bidder:

1. The County may make such investigation as they deem necessary to determine the responsibility, qualifications, and ability of the Bidder and its subcontractors to perform the scope of services and the Bidder shall furnish to the County all such information and data for this requested purpose. The County reserves the right to inspect all facilities of the Bidder and its subcontractors in order to make a determination of the foregoing. The County reserves the right to reject any Bid if the evidence submitted by or investigation of such Bidder or its subcontractors, fails to satisfy the County that such Bidder is a responsive and responsible Bidder in accordance with the criteria set forth herein, or that such subcontractors are qualified. The ability to secure a performance bonds for the scope of services shall not be conclusive evidence of Bidder's or subcontractors' financial responsibility. Conditional bids will not be accepted.

2. The County will consider, in determining the qualifications of a Bidder, or the Bidder's subcontractors, their record in the performance of any contracts for work with the County or with similar public or private bodies or corporations. The County expressly reserves the right to reject the Bid or the subcontractor(s) of any Bidder if such record discloses that the Bidder, in the opinion of the County, is not the best or most qualified Bidder or that Bidder and/or subcontractors have not properly performed its contracts or has habitually and without just cause neglected the payment of bills, or has otherwise disregarded obligations to subcontractors, suppliers or employees.

3. The Bidder must submit the following pre-qualification documentation with their bid submittal:

a) Client references from a minimum of three (3) separate and verifiable clients. Clients listed must be for completed work on yard trash and vegetative waste mulching and disposal projects that are similar to those identified in the scope of services. The County reserves the right to decide the similarity and comparability of the submitted project descriptions to this project and to reject a Bidder on the basis of lack of prior experience. Confidential clients shall not be included. Respondents using joint ventures should include former clients of the venture. Information on each client shall be provided in the following format:

- Project Title
- Client name, address and telephone number
- Location of project (if different than above)
- Project term
- Performance period
- Approximate fee for services
- Brief description of project

b) Bidder's that are submitting under Options 1, 2 or 3 must submit the types and quantities of equipment to be utilized in the performance of the scope of services including the equipment name brand, design, capacity, size, model, manufacturer, and horsepower.

c) Bidder's that are submitting under Options 1, 2 or 3 must submit an operation and maintenance plan for all proposed equipment.

d) Bidder's that are submitting under Options 1, 2 or 3 must submit resumes of the Bidder's key personnel including the Project Manager and the onsite Superintendent.

e) Bidder's that are submitting under Options 1, 2 or 3 must submit separate lists of Subcontractors and Suppliers along with a delineation of those items of the scope of work to be performed or supplied by them.

f) Bidder's that are submitting under Option 3 must submit a list of proposed disposal site(s) that will be used under this option.

2.9 Bidder's Representations:

1. Each Bidder, by submitting a bid, understands the County is relying upon the bid and the representations contained therein in awarding the Contract and represents that:

- a) The Bidder has read and understands the bid documents and that the bid is made in accordance therewith; and the Bidder agrees to be bound by the terms and requirements set forth in the bid documents. Failure of the successful Bidder to have read and become thoroughly familiar with the bid documents will not relieve the successful Bidder of the obligation to furnish all labor, materials, and equipment necessary to carry out the provisions of the bid documents and to complete the contemplated scope of services for the consideration set forth in the bid. Bidder specifically waives any such claims. The County makes no representations other than those stated or shown directly in the bid documents.
 - b) The bidder has become thoroughly acquainted with the character and nature of the work to be done prior to the submittal of the bid. Furthermore, each Bidder represents that they have made a careful examination of the site of the work and have become fully informed as to the conditions to be encountered in the performance of the work, including but not limited to: (1) the conditions bearing upon delivering, storing and placing materials and equipment; (2) the availability of labor, water, electrical power, utilities, and roads; (3) uncertainties of weather or other similar physical conditions; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Bidder also acknowledges that they have satisfied themselves as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site
 - c) The bid is based upon the materials, systems and equipment required by the bid documents without exception. Further, all material and equipment provided by the Bidder is thoroughly adequate for the work for which it is used.
 - d) The Bidder has, in all respects, the capability, moral and business integrity, reliability, technical ability, financial resources, management, superintendence, equipment and materials which will assure effective and efficient good faith performance in full compliance with the Bid Documents including any and all schedules and milestone and completion dates required by the County. The Bidder acknowledges and represents that the Bidder has made allowances for normal inclement weather indigenous to Brevard County in estimating, planning and scheduling the work. The Bidder hereby certifies that the work shall be completed in full accordance with the Bid Documents, within the time limits specified.
 - e) Bidder acknowledges that any and all cost incurred by the Bidder while responding to the County's bid process is solely the responsibility of the Bidder. The County assumes no responsibility whatsoever for any such cost. The Brevard County Board of County Commissioners (Board) or their designees are the only individuals who can commit the County to the expenditure of funds in connection with any contract resulting from this solicitation.
2. The Bidder represents that in carrying out the work they will employ such methods or means that will not cause interruption of or interference with the work of the County, or any separate contractor.

2.10 Location of Work:

For Options 1, 2, and 3, sites for the proposed work are on property provided by the County. The County's current sites are given below. The location of work may include any combination of the following sites or other sites obtained by the County.

- Sarno Road Class III Landfill located at 3379 Sarno Road, Melbourne, Florida
- Central Disposal Facility located at 2250 Adamson Road, Cocoa, Florida
- Mockingbird Mulching Facility 3600 South Street, Titusville, Florida

2.11 Hours of Work:

The Bidder is hereby informed and understands that the County restricts work on County owned sites to between the hours of 7:30 A.M. and 5:30 P.M., Monday through Saturday, excluding Brevard County holidays. Therefore, the work is restricted to these hours, unless changes are determined by the County and agreed upon with the Contractor/Vendor. If deemed necessary, off-hour work may be authorized by the County if requested, in writing, 72 hours in advance by the Contractor/Vendor.

Any authorization by County to extend normal work hours will be contingent upon Contractor/Vendor paying additional expenses incurred by County and shall not be considered approval of or requirement to accelerate the work or pay Contractor overtime or holiday wages.

2.12 Modification of Withdrawal of Bid:

1. Prior to the time and date designated for receipt of bids, any bid submitted may be modified or withdrawn by notice to Purchasing Services at the address shown above for receipt of bids. Such notice shall be in writing over the signature of the Bidder or by telegrams; if by telegram, written confirmation over the signature of the Bidder shall be mailed and

postmarked on or before the date and time set for receipt of Bids, and it shall be so worded as not to reveal the amount of the original bid.

2. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with this Information for Bidders.

2.13 Award of Contract:

1. The Contract will be awarded to the lowest responsive and qualified Bidders, whose bids are considered to be in the best interest of the COUNTY. This determination will be in the sole discretion of the County and based upon the character, fitness, experience, history and financial status of the Bidders.

- a) The lowest Bidders are determined by the aggregate amount of the unit prices set forth in the form of bid.
- b) Responsive Bidders shall mean Bidders who have submitted a bid that conforms, in all material respects, to the bid documents.
- c) Qualified Bidders shall mean Bidders who have the capability, in all respects, to fully perform the Contract requirements and whose moral and business integrity and reliability will assure good faith performance. In determining qualifications, the following criteria will be considered:
 - i) The ability, capacity and skill of the Bidder to perform the Contract or provide the service required;
 - ii) Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
 - iii) The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
 - iv) The quality of performance of previous contracts or services. For example the following information will be considered:
 - a) The administrative and consultant cost overruns incurred by County on previous contracts with Bidder.
 - b) The Bidder's compliance record with contract general conditions and administrative requirements on other projects.
 - c) The submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects.
 - d) The Bidder's record for completion of the work within the contract timelines and the Bidder's compliance with scheduling and coordination requirements on other projects.
 - e) The Bidder's demonstrated cooperation with the County and other contractors on previous contracts,
 - f) Whether the work performed and materials furnished on previous contracts was in accordance with the Contract Documents.
 - g) The Bidder's compliance and cooperation with warranties on other projects.
 - v) The previous and existing compliance by the Bidder with laws and ordinances relating to contracts or services;
 - vi) The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
 - vii) The quality, availability and adaptability of the goods or services to the particular use required;
 - viii) Whether the Bidder is in arrears to any County on debt or Bidder is a defaulter on surety to any County;
 - ix) Such other information as may be secured by the County having a bearing on the decision to award the Contract, to include, but not limited to:

- a) The ability, experience and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work.
 - b) Whether the Bidder has ever been debarred from Bidding by any other public or private County or found ineligible for bidding on any other projects.
 - c) Bidder's litigation history and reputation with counties for whom the Bidder has previously worked.
 - d) Bidder's acknowledgment of Public Entity crime statement, which must be read prior to submitting a bid.
 - e) Whether Bidder's contract on other projects has ever been terminated.
2. The purpose of the above is to enable the County to select the bids which are in the best interests of the County. The ability of the low Bidder to provide the required bonds will not of itself demonstrate responsibility of the Bidder.
 3. The County reserves the right to defer award of this Contract for a period of ninety (90) days after the due date of bids. During this period of time, the Bidder shall guarantee the prices quoted in the bid.
 4. Bid files may be examined during normal working hours, ten (10) days after the bid opening or after an intended award decision, whichever is earlier.
 5. Florida Public Records Law: Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, as required by the statute, materials provided by the Contractor to the county would have to be provided to anyone making a public records request.

Should any person or entity make a public request of the County which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential, it shall be the Contractor's obligation to provide the County within 24 hours (not including weekends, and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will be able to comply with the requirements of Fla. Stat. 119.07(2)(a). Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorneys fees which may be awarded pursuant to Fla. Stat. 199.12.

2.14 Insurance Requirements:

1. Selected Bidders shall deliver to the County certificates of insurance (and other evidence of insurance requested by the County) for each policy the Bidder is required to purchase and maintain as described below within five (5) business days from being noticed that the Bidder will be recommended for award to the Brevard County Board of County Commissioners.
2. The Bidder/Contractor shall purchase and maintain such liability and other insurance as is appropriate for the services being performed and furnished as will provide protection from claims set forth below which may arise out of or result from the Bidder's/Contractor's performance and furnishing of services and Bidder's/Contractor's other obligations under the contract, whether it is to be performed or furnished by the Bidder/Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the services, or by anyone for whose acts any of them may be liable:
 - a) At a minimum, the selected Contractor shall maintain during the life of any contract entered into between the County and the Firm Statutory Worker's Compensation and Employer Liability for all employees to be engaged in work on the projects under such a contract and, in case any such work is sublet, the Contractor shall similarly require Subcontractor(s) to provide Worker's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work, without exception, including those which may be statutorily exempt from worker compensation requirements. Also, if required, services under this contract shall be included to cover Federal Longshoremen's and Harbor worker's Act.

- b) The Contractor shall maintain during the life of this Contract such general liability, completed operations and products liability, and automobile liability insurance and will provide coverage for claims for damages for personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from performance of that work. The general liability policy should also specifically ensure the contractual liability assumed by the Contractor. The limits of liability for the insurance required by the County shall provide coverage for not less than the following amounts or the limits required by Laws and Regulations, whichever is greater.

i) Comprehensive General Liability: (Broad Form Property Damage)

a)	Bodily Injury and Property Damage:	
	Each Occurrence	\$1,000,000.00
	Aggregate	\$1,000,000.00

b)	Products and Completed Operations:	
	Each Occurrence	\$1,000,000.00
	Aggregate	\$1,000,000.00

ii) Comprehensive Automobile Liability: (owned, leased, non-owned & hired)

a)	Bodily Injury and Property Damage:	
	Each Accident	1,000,000.00

3. Bidder/Contractor will provide certificates showing that these policies may not be canceled, modified, or permitted to expire without thirty- (30) days prior written notice to the County. The General Liability and Auto Liability certificates of insurance shall indicate that the policies have been endorsed to cover the County an additional insured.
4. The insurance coverages enumerated above constitute the minimum requirements and shall in no way lessen or limit the liability of the Bidder/Contractor under the terms of the Contract. Subcontractor's insurance shall be the responsibility of the Bidder/Contractor.

2.15 Attorney's Fees:

In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs, and any trial shall be non-jury.

2.16 Assignment:

Any right, privileges, and/or contracts granted as a result of an award from this ITB shall not be assigned or transferred in any manner whatsoever without the prior written approval of the County.

2.17 Contingent Fees:

In accordance with Chapter 287.055(6)(a) FS, each Bid submitting a proposal to the County shall execute and attach thereto, an affidavit as set forth in Section "3", stating that the Bidder has not paid contingent fees for the County's award of a contract.

SECTION 3
FORM OF BID
PREPARED FOR THE
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

Bid Title: Mulching and Disposal Services for Yard Trash and Vegetative Waste (On Site)
Bid #: B-5-11-78

TO: Brevard County Board of County Commissioners
Purchasing Division
2725 Judge Fran Jamieson Way, Bldg. "C"
Viera, FL 32940

FROM: _____
Bidder's Name

Mailing Address

City State Zip

Telephone Number FAX Number

1. BASE BID:

1. The undersigned as Bidder, hereby declares that the only person or persons interested in the Bid as Principal or Principals is, or are, named herein and that no other person that is herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties to make a Bid or proposal; and that it is in all respects fair and in good faith, without collusion or fraud.
2. Having become completely familiar with the local conditions affecting the cost of work at the places where the work is to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined the Bid Documents together with any Addenda to such Bid Documents as listed hereinafter, the undersigned hereby proposes and agrees to provide all labor, materials, plant, equipment, transportation and other facilities as necessary, but which may not be separately itemized and to execute all of the work described by the aforesaid Bid for the unit price of:

Option # 1 Chosen to Bid: _____

\$ per ton of Mulch Produced _____

\$ per ton of Mulch, in words _____

Option # 2 Chosen to Bid: _____

\$ per Ton of Mulch Produced _____

\$ per Ton of Mulch, in words _____

Option #3 Chosen to Bid: _____

\$ per Ton of Mulch Produced _____

\$ per Ton of Mulch, in words _____

Proposed Disposal Site Name: _____

Proposed Disposal Site Address: _____

Proposed Disposal Site Permit Class: _____

Proposed Disposal Site Owner: _____

ADDENDA ACKNOWLEDGMENT:

The undersigned acknowledges receipt of the following addenda: (List by number and date appearing on addenda.)

Addendum Number	Date Issued
_____	_____
_____	_____
_____	_____
_____	_____

3. BID SECURITY:

- a) Bid security in the amount of fifty thousand dollars and no cents (\$50,000.00) which is to become the property of the County in the event the contract is not executed within the time set forth in the bid documents, as liquidated damages for the delay and additional work caused the County.
- b) The Bidder further proposes and agrees that, in case of failure on the Bidder's part to execute the contract, within thirty (30) calendar days after written Notice of Award of Contract, the check or Bid Bond accompanying this Bid, and the monies payable thereon, shall be paid into the funds of THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, as liquidated damages for such failure; otherwise the check or Bid Bond accompanying this proposal shall be returned to the undersigned.

4. OTHER REQUIREMENTS:

- a) The Bidder further proposes and agrees to commence work under the contract within thirty (30) calendar days of receipt of the Notice to Proceed.
- b) The undersigned declares that the person or persons signing this bid are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all terms of the bid solicitation.
- c) The Bidder agrees that no person or persons or company other than the firm listed below or as otherwise indicated has any interest whatsoever in this bid or the contract that may be entered into as a result of the bid and that in all respects the bid is legal and firm, submitted in good faith without collusion or fraud.
- d) The Bidder agrees that the undersigned has complied or will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this bid, in awarding the contract to the Bidder and in the prosecution by Bidder of the work required.
- e) The following information is provided pursuant to the bid documents:

Legal Name of Firm:

If Firm is a corporation, state that corporation is organized under the laws of the State of _____
_____. Please affix corporate seal to this Form of Bid.

If Firm is a partnership, state names of partners:

If Firm is an individual using a trade name, state name of individual:

Contractor/Vendor Registration Number:_____.

Respectfully submitted, this _____ day of _____, 20__.

(Signature)

(Name – Typewritten)

(Title)

(SEAL IF BIDDER IS A CORPORATION)

END OF BID FORM

ACKNOWLEDGMENT OF OFFICER TO EXECUTE BID ON BEHALF OF A CORPORATION

State of _____)

County of _____)

On this _____ day of _____, 20____ before me personally came and appeared _____, to me known, who, being by me duly sworn, did depose and say that Affiant _____ resides _____ at _____ and that Affiant is the _____ of _____, the corporation described in and which executed the foregoing Bid Proposal; that Affiant knows the seal of said corporation, that one of the impressions affixed to said instrument is an impression of such seal; that Affiant is the proper official of said corporation designated to execute such instrument, that Affiant has authority to do so, that Affiant executed same for and in behalf of said corporation, and that Affiant's act is the act and deed of said corporation.

Witness my hand and official notarial seal at _____ the day and year above written.

(Notary Public)

My commission expires: _____

(notary seal)

END OF ACKNOWLEDGMENT FORM

BID SECURITY BOND

KNOW ALL MEN BY THESE PRESENT, That we, _____, of _____ hereinafter called the Principal, and _____, hereinafter called Surety is a corporation organized and existing under the Laws of the State of _____ and authorized to transact business in the State of Florida, as a Surety, are held and firmly bound unto the Brevard County Board of County Commissioners, hereinafter called Oblige, in the penal sum of fifty thousand dollars and no cent (\$50,000.00), good and lawful money of the United States of America, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The Condition of this Obligation is such, that,

WHEREAS the Principal has submitted a bid to the Oblige on a contract for yard trash and vegetative waste mulching and disposal services.

NOW THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a contract with the Oblige in accordance with the terms of such Bid, and give such bond or bonds as may be specified in the Bid or Contract Documents with good, qualified and sufficient surety for the faithful performance of such construction for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void; otherwise this Bid is to remain in full force and effect for the payment to Oblige of the stated penal sum hereof.

In witness whereof, we have hereunto set our signatures and seal this _____ day of _____, 20____, all pursuant to due authorization.

(corporate seal)

(Principle Signature)

(Surety Signature)

(Attorney-in-Fact Signature)

In accordance with the Attached Power of Attorney

I, _____, a Notary Public in and for the State of _____ and County of _____, do hereby certify that _____, and _____, whose names are signed to the foregoing bond, this day personally appeared before me in my State and County and acknowledged the same. Given under my hand and seal this _____ day of _____, 20____.

(notary signature)

My commission expires: _____

(notary seal)

END OF BID SECURITY BOND

CONTINGENT FEES

I HEREBY CERTIFY that

1. I (*printed name*) _____, am the (*title*) _____ and the duly authorized representative of the firm of (*firm name*) _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and

2. I warrant that neither myself nor the Firm I am representing nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, have employed or retained any company or person, other than a bona fide employee working solely for the Firm to solicit or secure this contract and have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this contract.

(Signature)

(Name - Typewritten)

(Title)

Described and sworn before me
this _____ day of _____ 20____

(Notary Public Signature)

My commission expires: _____

(notary seal)

END OF CONTINGENT FEES AFFIDAVIT

REFERENCE FORM

BID # B-5-11-78/Mulching & Disposal Services for Yard & Vegetative Waste – On Site

REFERENCES - PROJECTS

List a minimum of three (3) customers for the services specified in the solicitation in the spaces provided below giving the company name, contact person, address, telephone number, and date services were performed, as described.

Note: A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. DO NOT list persons who will be unable to answer specific questions regarding the requirements.

1. Customer/Client _____
Date of Services: _____
Description of Services: _____
Contact Person: _____
Address _____
Telephone Number: _____ Fax#/Email: _____
2. Customer/Client _____
Date of Services: _____
Description of Services: _____
Contact Person: _____
Address _____
Telephone Number: _____ Fax#/Email: _____
3. Customer/Client _____
Date of Services: _____
Description of Services: _____
Contact Person: _____
Address _____
Telephone Number: _____ Fax#/Email: _____
4. Customer/Client _____
Date of Services: _____
Description of Services: _____
Contact Person: _____
Address _____
Telephone Number: _____ Fax#/Email: _____
5. Customer/Client _____
Date of Services: _____
Description of Services: _____
Contact Person: _____
Address _____
Telephone Number: _____ Fax#/Email: _____

VENDOR NAME _____
ADDRESS _____
PRINTED SIGNATURE _____
AUTHORIZED SIGNATURE _____
PHONE # _____ FAX# _____ DATE _____

U:\PURCHASE\PURFORMS\Purchase Agent

**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS**

BID NO.: B-5-11-78/Mulching & Disposal Services for Yard & Vegetative Waste-On Site

INDEMNIFICATION

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the vendor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The vendor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Vendor under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The vendor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$ 1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$ 1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance covering all employees of the vendor and subcontractors, as required by law.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the vendor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

In the event the contract involves services related to building construction projects the vendor shall also procure and maintain a Builders Risk Insurance Policy with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Vendor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Vendors industry.

The vendor shall provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificates of insurance shall indicate that the policies have been endorsed to cover the County as an additional insured and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitute the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the vendor.

ACCEPTED BY:

Vendor Name _____
Address _____

Authorized Signature _____ Date _____

Print Name _____ Telephone Number _____ Fax # _____



LOCAL BIDDER AFFIDAVIT OF ELIGIBILITY

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

1. This sworn statement is submitted to

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
Purchasing Services Office

by _____

[print individual's name and title]

for _____

[print name of Company/Individual submitting sworn statement]

whose business address is _____

(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): _____.

2. BID# and TITLE: _____

3. LOCAL PREFERENCE ELIGIBILITY

DO NOT check multiple categories; bidders shall select the applicable category for their company.

- A. "Category 1" – Bidder has maintained a **permanent place of business located in Brevard County for a minimum of one (1) year immediately preceding the advertisement of the bid or request for proposals and fifty percent (50%) of the staff to perform the work** under the bid or proposal are Brevard County residents ____YES
To receive Category 1 Eligibility, the apparent low bidder shall have five (5) business days to submit Drivers License copies of ALL 50% of assigned staff to perform work, including subcontractors AND a copy of Business Tax Receipt(s) documenting bidder's permanent place of business.
- B. "Category 2" – Bidder has established and maintains a permanent place of business located in the State of Florida **and fifty percent (50%) of the staff to perform the work** under the bid or proposal are Brevard County residents ____YES
To receive Category 2 Eligibility, the apparent low bidder shall have five (5) business days from notice of award to submit Drivers License copies of ALL 50% of assigned staff to perform work, including subcontractors.
- C. "Category 3" – Bidder has established and agrees to maintain a permanent place of business located in the State of Florida ____YES
- D. "Category 4" – Does not qualify for A, B, or C

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID ONLY FOR THE BID/RFP SPECIFIED. I ALSO UNDERSTAND THAT FAILURE TO MAINTAIN THE REQUIREMENTS OF THE CATEGORY INDICATED THROUGH COMPLETION OF THE AWARDED BID OR CONTRACT MAY BE GROUNDS FOR IMMEDIATE TERMINATION AND MAY BE USED FOR CONSIDERATION FOR FUTURE AWARDS.

[Signature]

[Date]

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority _____

[Name of Individual Signing]

who, after first being sworn by me, affixed his signature in the space provided above on this _____

day of _____, 20____ .

NOTARY PUBLIC

My commission expires: _____

(Affix Seal)

STATEMENT OF NO BID

BID #B-5-11-78

TITLE: MULCHING & DISPOSAL SERVICES FOR YARD & VEGETATIVE WASTE-ONSITE

NOTE: If you do not intend to bid on this requirement, please return this form to:

Brevard County Purchasing Services
2725 Judge Fran Jamieson Way, Bldg C Suite 303
Viera, FL 32940
Fax: (321) 617-7391 or (321) 637-5302

WE the undersigned, have declined to bid on your Bid No. **B-5-11-78/MULCHING & DISPOSAL SERVICES FOR YARD & VEGETATIVE WASTE - ONSITE** for the following reasons:

_____ Specifications too "tight", i.e. geared toward one brand or Company only
(explain below).

_____ Insufficient time to respond.

_____ We do not offer this product or equivalent.

_____ Our work schedule would not permit us to perform.

_____ Specifications unclear (explain below).

_____ Remove our company from bid list.

_____ Other (specify below).

We understand that if the "no bid" letter is not executed and returned, our name may be deleted from the Bidder list for the Brevard County Purchasing Service Office.

BIDDER NAME _____

ADDRESS _____

PRINTED SIGNATURE _____

AUTHORIZED SIGNATURE _____

PHONE # _____ FAX# _____ DATE _____

EMAIL: _____