

**BOARD OF COUNTY COMMISSIONERS  
BRADFORD COUNTY, FLORIDA**

**BID No. EM16-001, DEBRIS REMOVAL**

**DUE DATE: March 30, 2016 5:00 pm  
OPEN DATE: March 31, 2016 10:00 am**



**Issued By:  
Bradford County Board of County Commissioners  
Emergency Management Department**

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## **REQUEST FOR BIDS**

NOTICE IS HEREBY GIVEN that sealed Bids will be received until **March 30, 2016 5:00pm**, at the Bradford County Courthouse, 945 N Temple Avenue, Starke, FL 32091, for the following:

### **BID # EM16-001, Debris Removal**

Bids will be opened at **10:00 am**, or as soon thereafter as possible, on **March 31, 2016** in the Bradford County Courthouse, County Commissioner's Boardroom, 945 N Temple Ave, Starke, Florida, in the presence of the Emergency Management staff and all other interested persons.

The opened Bids will be read aloud, examined for conformance to specifications, tabulated, and preserved in the custody of the Emergency Management Department. The Committee of the Board will present its recommendations to the Board of County Commissioners as soon thereafter as possible.

Bids will not be valid unless received by the BID deadline and in a sealed envelope marked "**BID #EM16-001, Debris Removal**" to be received until **5:00 pm on March 30<sup>th</sup> 2016**  
Envelopes are to be sent or delivered in person to the above address.

During the bidding process, all prospective proposers are hereby prohibited from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator, and the foregoing instructions shall so state. The no-contact rule set forth shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided for in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package. For information concerning procedures for responding to this Bid, contact the Emergency Management Director, Brian Johns by email [brian\\_johns@bradfordcountyfl.gov](mailto:brian_johns@bradfordcountyfl.gov) or at (904) 966-6336.

The County reserves the right to waive formalities in any response, to reject any or all responses with or without cause, to waive technical and non-technical or non-material defects in the solicitation or submittal of any responses, including the lack of availability of adequate funds, regulatory agency requirements, to make award in part or completely, and/or to accept the response that, in its judgment, will be in the best interest of the County of Bradford. Bids in which the prices obviously are unbalanced will be rejected.

**FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: <http://www.bradfordcountyfl.gov>**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods 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 of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

-----END OF NOTICE-----

## **BID ADVERTISEMENTS SCHEDULE**

### **BID#EM16-001, Debris Removal**

- **BRADFORD TELEGRAPH) For publication on: March 3<sup>rd</sup>, 10<sup>th</sup>, 2016**
- **BRADFORD COUNTY WEBSITE) For: Posted March 5<sup>th</sup>, 2016**

### **OTHER BID SOLICITATION**

- **Email distribution to previous bidders and newly acquired bidders including minority owned businesses**
- **Email distribution to surrounding region's Chamber of Commerce (7 counties)**

## **REQUEST FOR BID INSTRUCTIONS**

### **BID #EM16-001, Debris Removal**

1. **Delivery and Receipt of Bids:** All sealed Bids submitted shall be received by the Clerk of the Court of Bradford County, Florida.

Bids submitted in person or by courier services will be received at:

Bradford County Courthouse, Clerk of the Court  
945 N Temple Avenue  
Starke, FL 32091

Three copies of the BID must be received in a sealed envelope. Proof of liability insurance, form W-9 (sample at end of document), taxpayer identification number, and bid information shall be included with all responses submitted.

The words “**BID #EM16-001, Debris Removal**” shall be clearly marked on the front and back of the envelope containing the BID.

2. **Due Date and Opening Date:** Bids will be received by carrier or in person until **5:00 pm March 30<sup>th</sup>, 2016** and will be opened on **March 31, 2016 10:00 am.** or soon thereafter, in the Bradford County Board of County Commissioners Boardroom, 945 N Temple Ave, Starke, FL 32091. Bids will be reviewed by Bradford County Emergency Management as soon thereafter as possible.
  - A. All Bids will be “clocked” at the time they are received to indicate the time and date of receipt.
  - B. Bids WILL NOT be accepted in person after the time and date specified.
  - C. Bids received by carrier WILL NOT be accepted if they are received after the time and date specified regardless of the postmark or circumstances.
  - D. No postal mail will be accepted.
3. **Withdrawal of BID:** Bids may be withdrawn by a written or faxed request by the Bidder and received by the Manager of the Emergency Management Division before the date and time for receiving Bids has expired. Negligence on the part of the Bidder in preparing a BID is not grounds for withdrawal or modification of a BID after such BID has been opened by the County. Bidders may not withdraw or modify a BID after the appointed Bid Opening. Bidders may not assign or otherwise transfer their Bids.
4. **Inquiries/Questions:** Any questions regarding this BID must be directed to **Brian Johns** (the authorized contact person) via email at [brian\\_johns@bradfordcountyfl.gov](mailto:brian_johns@bradfordcountyfl.gov) (preferred method) or by calling (904) 966-6336. Written inquiries/questions must be received by **March 24, 2016 5:00 pm.** Responses to questions, clarifications, and addenda will be distributed to potential Bidders by email. It is the responsibility of interested Bidders to verify if this information has been issued prior to submitting a Bid.

5. **No Contact Period:** During the Bidding process, all prospective Bidders are hereby prohibited from contacting (1) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (2) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any Bid submitted by the violator. **Exceptions:** The no-contact rule set forth shall not apply to inquiries submitted to the authorized contact person, the pre-bid conference, or to formal presentations by finalists to the Board of County Commissioners or to the County's evaluation committee.
6. **Socioeconomic Contracting:** In compliance with 2 CFR Part 200.318-326 and Appendix II Bradford County Board of County Commission encourage small and minority firms, women's business enterprises and labor surplus area forms to submit Bids. When "prime" vendors use subcontractors or teaming partners they must ensure that they adhere to 2 CFR Part 200.321 and encourage the use of socioeconomic contracting. If subcontractor or teaming partners will be utilized, prime vendors must provide documentation of their attempt(s) to comply with the socioeconomic requirements of 2 CFR when submitting a response to this BID.
7. **Award:** The Bid will be awarded to the responsible Bidder(s) submitting a Bid determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to award to multiple bidders which generally will be a primary and secondary contractor. The County reserves the right to request any additional information from Bidders after Bid Opening and before award as may be necessary to assist in review and evaluation of any Bid prior to submittal of a recommendation for award to the Board of County Commissioners.
8. **Waiver of Formalities/Rejection of Bids:** The County reserves the right to waive informalities in any Bid, to reject any or all Bids with or without cause, to waive irregularities/technicalities, and waive technical and non-technical or non-material defects in the Bid document or submittal of any Bid. The County reserves the right to make award either in part or completely, and/or to accept the Bid that, in its judgment, will be in the best interest of the County. Bids in which the prices obviously are unbalanced will be rejected. The County reserves the right to reject any and all Bids and to re-advertise for all or any part of this solicitation as deemed in its best interest.
9. **Cancellation of Bid:** Bradford County reserves the right to cancel a solicitation at any time prior to approval of the award. The decision to cancel a solicitation cannot be the basis for a protest under the formal protest process as referenced herein.
10. **Bid Errors:** Where Bid forms have erasures or corrections, each erasure or correction must be initialed in ink by the Bidder. In case of unit price Bid items, if an error is committed in the extension of an item, the unit price as shown in the Bid response will govern. Errors between any sum, computed by the Bidder, and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written words.

11. **Deviations:** Bidders are hereby advised the County will only consider Bids that meet the specifications and other requirements imposed upon them by this Bid document. In instances where a deviation is stated in the Bid Form, said Bid will be subject to rejection by the County in recognition of the fact that said Bid does not meet the exact requirements imposed upon the Bidder by the Bid or Contract documents.
12. **Bid Protests:** Any company affected adversely by the County's decision may file with the County Emergency Management Division a "Notice of Protest" in writing within 72 hours after the posting of the recommended award. Failure to file a written Notice of Protest shall constitute a waiver of proceedings. Failure to file a written petition initiating a formal protest proceeding within the time frame shall constitute a waiver of the right to protest the Bid solicitation, any addendum thereto, or the Bid award recommendation or decision, and to initiate a formal protest proceeding.
13. **Public Entity Crimes:** Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid for a Contract to provide any goods or services to a public entity, may not submit a Bid for a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a Bid, Bidder attests that they have not been placed on the "Convicted Vendor List".
14. **Debarment:** By submitting a BID, the proposer certifies that it is not currently debarred from submitting Bids for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting Bids for contracts issued by any subdivision or agency of the State of Florida.
15. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Bradford County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.
16. **Indemnification:** The awarded Bidder shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the company and other persons employed or utilized by the company in the performance of the Contract. The provisions of Florida Statute 768.28 applicable to Bradford County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death

caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act. The County shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

**17. Insurance Requirements:** Prior to commencement of the project, the awarded Bidder shall provide the County Emergency Management Division with proof of the following insurance:

a. Commercial General Liability

1. General Aggregate	\$1,000,000
2. Products and Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/ property damage, with minimum limits for all additional coverages as required by Florida law	\$1,000,000
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c. Workers Compensation/Employers Liability

1. Workers Compensation	statutory limits
2. Employers Liability	
a. Each Accident	\$ 100,000
b. Disease-Policy	\$ 500,000
c. Disease-Each Employee	\$ 100,000

d. Professional Liability when required by Contract-per occurrence \$ 1,000,000

The awarded Bidder must maintain insurance coverage at the above-prescribed levels through the date of completion of the project and such coverage must include all independent Contractors and subcontractors. Either prior to, or simultaneously with the execution of the Contract, the awarded Bidder must deliver certificates of insurance for the required insurance coverage to the County naming “Bradford County, a political subdivision of the State of Florida, the Board of County Commissioners, Bradford County, Florida; and all public

agencies of Bradford County, as their interests may appear” as “Additional Insured.” Said certificates of insurance shall also include a thirty-day prior written notice of cancellation, modification or non-renewal to be provided to the County.

**18. Bid Preparation Costs:** By submission of a Bid, the Bidder agrees that all costs associated with the preparation of his/her Bid will be the sole responsibility of the Bidder and shall not be borne by the County. The Bidder also agrees that the County bears no responsibility for any costs associated with the preparation of their Bid and/or any administrative or judicial proceedings resulting from the solicitation process.

**19. Contractor Qualifications and Requirements:** At the time of Bid Opening, all Bidders must be certified or registered pursuant to Chapter 489, Florida Statutes at the time of submitting a Bid. All Bidders must submit evidence of current state certification or registration, or County certification, as applicable, prior to award of this Bid.

The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.

- a. State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work.
- b. Said licenses shall be in the Bidder's name as it appears on the Bid Form. Bidder shall supply a copy of each applicable license showing the appropriate license numbers, with expiration dates as required by the County. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the Bid and/or termination of the Contract.
- c. Subcontractors Contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County. Said license must be in the name of the subcontractor.

The County shall have the right to review the references, experience of assigned personnel, and qualifications of the Contractor in order to make the final determination of acceptability of the Contractor to be awarded the Contract and construct the work.

The Board of County Commissioners may reject, at its sole discretion, any Bidder the Commission finds to lack, or who's present or former executive employees, officers, directors, stockholders, partners or owners are found by the Commission to lack honesty, integrity, or moral responsibility. The Commission's finding may be based on any of the following factors: the disclosure required herein, the County's own investigation, public records, or any other reliable source of information. The Commission may also reject any Bidder failing to make the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the Board of County Commissioners may reject any Bid at its sole discretion and the Bidder waives any claim it might have for damages or other relief arising from the

rejection of its Bid or resulting directly or indirectly from the rejection of its Bid based on these grounds or from the disclosure of any pertinent information relating to the reasons for rejection of its Bid.

- 20. Subcontractors:** The County reserves the right to approve all Subcontractors for this Contract. If Subcontractors are to be utilized, their names and references must be included by completing the Subcontractor form if provided within this Bid. Responsibility for the performance of the Contract remains with the main Contractor exclusively.

After the commencement of the project, subcontractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County.

- 21. Interpretation of Plans and Specifications:** No interpretation of the meaning of the plans, specifications, or other Contract documents will be made to any Bidder orally. Every request for interpretation should be in writing addressed to the Emergency Management Division. To be given consideration, such requests must be received no later than **March 24, 2016 5:00 pm.**

Any and all such interpretations and any supplemental instructions will be in the form of a written addendum. All Addenda issued shall become part of the Bid and Contract documents, and receipt must be acknowledged on the Bid Form, or by completion of the applicable information on the Addendum and submitting it with their Bid. Failure to acknowledge Addenda which have no effect on the competitive nature of the bidding process may be a waiveable deviation at the County's sole discretion.

- 22. Execution of Contract and Notice to Proceed:** The awarded Bidder may be required to sign a written Contract. Said Contract will evidence in written form the agreement between the parties.

- 23. Conflict of Interest:** The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose, any personal or organizational conflicts of interest pursuant to 2 CFR 215.42 and 215.43 and 44CFR 13.36(b)(3), with their BID the name of any officer, director, or agent who is also an employee of the Bradford County Board of County Commissioners. Further, all proposers must disclose the name of any Bradford County Board of County Commissioners employee who owns, directly or indirectly, an interest of five percent (5%) or more of the proposer's firm or any of its branches.

- 24.** All payments made under this Bid will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.

- 25.** At the discretion of the Board of County Commissioners or the Review Committee, Vendors submitting Bids may be requested to make oral presentations as part of the evaluation process.

## **BID #EM16-001, Debris Removal**

Services shall include but are not limited to: large-scale debris removal, separation, staging, and disposal, tree trimming, grubbing, clearing & reduction, stump grinding and removal.

The Contractor shall also be able to provide for: debris management and coordination of cleanup, removal and disposal from public streets, roads, rights of way and other publicly owned property. Manage and operate County designated public or private debris reduction sites to accept, process, separate, reduce, incinerate, and dispose of disaster related debris using the latest acceptable state of the art techniques and methods.

The Contractor shall have a full understanding of and operate in compliance with the most current procedures and documentation requirements of the Federal Emergency Management Administration (FEMA) as well as the State of Florida and Bradford County, as applicable to debris removal and disposal.

This contract shall not be considered exclusive and the County retains the right to obtain similar services from additional Contractors. The Contractor may be called upon throughout the year to render services to assist the County with special needs and events such as hurricane, tornado or other similar emergency events.

The Contractor shall also be able to provide administrative support for contracted operations, on-site management staff to work with county officials, and field supervisors, operators, drivers, laborers, along with appropriate vehicles, equipment and hand tools to ensure a successful recovery operation.

No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Request for Bid by Bradford County.

The County, at its sole discretion, may expand the scope of work to include additional requirements. Work will be awarded on a project-by-project basis that may include any or all of the above services or services not specifically mentioned but directly related to the specific discipline. Contractors may hire sub-contractors to be used for portions of the required services. However, the primary Contractor must be responsible for all of the work performed.

### **QUALIFICATIONS**

All proposers must be experienced in providing similarly services as outlined in this request with a minimum of 100,000 cubic yards of storm related debris in the last five (5) years. All proposers must have a demonstrated comprehensive understanding in areas listed in this Request for Bid. Understanding and previous experience is a very essential criterion in the qualifying process.

The Proposer's personnel and management to be utilized in this service requirement shall be knowledgeable in their area of expertise. The County reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in the performance of

this contract. The County also reserves the right to inspect the Contractor's facilities and equipment to qualify the Proposer's claims.

The County reserves the right to investigate, as it deems necessary to determine the ability of any Contractor to perform the work or services requested. The Contractors upon request shall provide information the County deems necessary in order to make a determination.

### **COMMENCEMENT**

The Contractor will work directly for the Project Manager or designated County official. This staff member will issue the "work" order to start work and the notice to reduce resources and to end work. The Contractor will be expected to be substantially mobilized within 24 hours of receiving the work order from the County.

### **TERM OF CONTRACT**

The contract term shall be for five (5) years from date of award with two (2) additional one year renewal options, unless terminated under the provisions of Termination/Cancellation.

Should any active individual project agreement extend beyond the termination date of the base contract, said project agreement shall be extended until the project has been satisfactorily and successfully completed and accepted.

### **PRICING**

Prices must be FIRM for three (3) years. NO increases are permitted during the first three (3) years. Thereafter, price increase may be considered once per year prior to renewal options. A request for price increase shall be submitted ninety (90) days prior to the renewal. Any request for price increase must be substantiated by providing proof of cost increase to the selected vendor in such areas as cost of equipment, labor, fuel, and must be substantiated by independent indices such as the Consumer Price Index (CPI) or Diesel Fuel Price Index. Changes in governmental regulation which impact the price will also be considered.

### **PAYMENTS**

Progress payments may be requested once semi-monthly or monthly. Payment will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice. A certificate of partial payment must accompany all partial pay requests. A final pay request must be accompanied by a certificate of final payment, consent of final payment from the surety, and release of liens from all subcontractors and vendors. All pay requests must be submitted on Bradford County's standard pay request form unless otherwise authorized by the Project Manager. Bradford County will provide all of the forms mentioned in this section (excepting surety consent and release of lien forms) to the successful respondent.

## **TERMINATION/CANCELLATION**

This agreement may be cancelled by either party, with or without cause, upon sixty (60) day written notice.

Unless the Contractor is in breach of this Contract, the Contractor shall be paid for services rendered to the County's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the County and Contractor shall:

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of terminated work.
- C. Transfer all work in process, completed work, and other material related to terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

## **EVALUATION OF BIDS**

Bradford County intends to select contractors that demonstrate, in the County's opinion, the highest degree of qualification. The County reserves the right to investigate, as it deems necessary to determine the ability of any Contractor to perform the work or services requested. The Contractors upon request shall provide information the County deems necessary in order to make a determination.

Bids will be awarded on the direct total costs of the bid sheet below, items 1-7.

## **SUBMITTALS**

Contractor desiring to provide the required services as requested should apply by submitting one [1] original and four [4] copies of a Letter of Interest containing the following information:

1. Introduction providing (a) company background information and profile; (b) list of references (five - within the last three years): name, title, address, phone number and relationship to the projects; (c) Names and qualifications of sub-contractors and list of owned equipment.
2. Team Organization Chart, with summary resumes of key personnel who would be assigned to the projects defined in the scope of work. The name, title, phone number, fax number, e-mail address, and street address of the person in the contractor's organization who will respond to questions about the Bid.
3. Recent related work experience (a) type of services performed, and estimated costs of recent project, (b) Permitting/agency coordination experience.

4. Ability to coordinate with County Governmental Agencies and Administration.
5. Complete attached Time and Material Rate Form on page 25.
6. Complete attached Cost Form on pages 27-28.
7. Equipment: Provide a list of all owned equipment (not rental) and provide hourly fee schedule for same. Be sure to include operator cost.

In addition to the above, Contractors shall submit:

- (a) Proof of Liability Insurance and its limits, W-9, and Debarment information.
- (b) List all equipment, including computer hardware and software, available for use on assigned projects.
- (c) Any additional information deemed pertinent.

If the chosen contractor proposes to sublet, subcontract or otherwise engage the services of a third party, this must be disclosed in the response to the BID.

Bid may be rejected if contractor does not meet the requirement of having experience, removal of 100,000 cubic yards of storm related debris within the last five (5) years.

## **Bid#EM16-001, Debris Removal**

### **SCOPE OF WORK AND SPECIFICATION**

#### 1.0 GENERAL

- 1.1 The purpose of this contract is to remove, reduce and dispose of all disaster related storm generated debris from county Rights-of-Way (ROW) and public property within Bradford County. This contract is to cover handling, processing and disposal of vegetative, white goods and construction & demolition (C&D) debris from curbside to final disposal.
- 1.2 Bradford County will consider a bidder's past performance in determining the best bid. Bradford County in its sole judgment may exclude any bidder Bradford County determines to have demonstrated unsatisfactory past performance. Such determination will be based on relevant factors including but not limited to bidder's performance on previous projects and whether a bidder has ever been suspended by a governmental body from bidding eligibility.
- 1.3 Bradford County will also consider bidder's proven financial responsibility to determine bidder's ability to perform contract services. Contractor may be required to post payment and performance bonds based on size of event. The contractor must be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments.

#### 2.0 SERVICES

- 2.1 The Contractor shall provide for debris removal and disposal of all eligible debris from the county ROW and public property.
- 2.2 The vegetative debris shall be taken to an approved Temporary Debris Storage and Reduction Site (TDSRS) to be determined by Bradford County Emergency Management. All necessary permits shall be obtained by the contractor. Contractor shall be responsible for returning the TDSRS (s) to near original conditions, upon completion of reduction activities.
- 2.3 Contractor may provide alternative TDSRS (s) for vegetative debris at his / her own expense. The contractor shall provide hold harmless agreements in favor of Bradford County, the State of Florida, and all agencies of the Federal Government. Environmental baseline testing must be completed, at the expense of the Contractor, before any debris is placed at the site. All necessary environmental permits must be obtained by the Contractor.
- 2.4 Construction and Demolition Debris (C&D) shall be taken to a landfill appropriately permitted for the material.
- 2.5 Haul and Dispose. The work shall consist of clearing, separating, and removing any and all storm generated debris from the ROW of streets and roads and eligible public property. Work shall include: 1) examining and sorting debris to determine whether or not debris is eligible and to determine whether eligible debris is burnable or non-

burnable, and or recyclable; 2) loading and sorting the debris; 3) hauling the eligible debris to an approved dumpsite. Ineligible debris shall not be loaded, hauled, or dumped under this contract. The contracting officer shall be immediately notified of any ineligible debris placed at the right of way for collection. The Contractor shall make passes as directed by the contracting officer's representative (COR) with a minimum of seven days to include a weekend between each pass. The contractor shall not move from one designated work area to another designated work area without prior approval from the COR. Any eligible debris, such as fallen trees, which extend onto the ROW from private property, shall be cut at the point where it enters the ROW. Only that part of the debris that lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract.

- 2.6 Contractors shall note that a portion of the project will occur in residential areas. The contractors should exercise due care to minimize any damages to trees, shrubs, landscaping and general property. The contractor shall repair any damages caused by the contractor's equipment in a timely manner. The debris work area shall be left clear of debris and clean, as reasonably and practical under the conditions of this project.
- 2.7 The contractor shall use equipment and perform work in a manner to prevent damages to infrastructure facilities and adjacent ROWs, including all landscaped areas. No tracked equipment shall be allowed in residential areas unless approved by the COR. All loading equipment shall be required to operate from the street/road using buckets and/or boom and grapple devices to remove and load the debris.
- 2.8 The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.
- 2.9 The government reserves the right to inspect the site, verify quantities and review operations at any time.
- 2.10 All work shall be accomplished in a safe manner in accordance with OSHA Safety Standards.
- 2.11 Debris may be reduced by mechanical means using chippers, grinders, or shredders if approved by the COR. The storage area and processing area for the debris reduction operation shall be designated by the COR based upon the site opportunities and constraints. The size of the debris pile allowed at the designated location shall be specified prior to the start of debris reduction.
- 2.12 Debris reduction by burning. Debris may be reduced by incineration using air curtain incinerators as specified by the COR. The contractor shall be responsible for compliance with applicable regulations and all costs associated with the final disposal of non-burnable debris and ash residue. Disposal of non-burnable debris and ash residue shall be disposed of in accordance with current State, Federal, and local regulations.

- 2.13 Hazardous Waste (HW). Hazardous materials, toxic materials or waste such as petroleum products, paint products, asbestos, electrical transformers, and known or suspected hazardous materials shall be removed by others. Hazardous debris removal is not the responsibility of the Contractor other than Household Hazardous Waste.
- 2.14 White Goods: Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of eligible white goods from the ROW, removal of refrigerants, transportation to a County approved debris management site, decontamination (of food containing items) and transportation to a County approved facility for recycling. The designated facility for recycling must be approved in writing by the County. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

- 2.15 Leaner's and hangers are NOT part of this Debris Removal Bid.

### 3.0 LOAD TICKETS

- 3.1 For those events which the county utilizes the services of a Debris Monitoring Service, an automated debris tracking system will be utilized. For all other events, Load Tickets shall be used for recording the cubic yard volume of debris removed for disposal. Load tickets with control numbers will be issued to each COR monitor.
- 3.2 Each ticket shall contain the following information:
1. Ticket Number
  2. Contract Number
  3. Date
  4. Contractor Name
  5. Truck or Roll-off Number
  6. Truck Capacity
  7. Point of Debris Collection and applicable county / municipality
  8. Loading Departure Time
  9. Dump Arrival Time
  10. Percent of Load
  11. Actual Debris Volume
  12. Debris Eligibility (Y/N)
- 3.3 A minimum four-part load ticket shall be issued by a COR monitor prior to transport of the debris from the loading site (or upon arriving at the dumpsite). The entire four-part load ticket is given to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator shall give the entire four-part load ticket to the COR monitor. The COR monitor shall verify the hauler and equipment and establish a percent of truck capacity of the

eligible cubic yardage of debris load. After documenting percentage, the COR monitor will calculate the actual cubic yardage of the load, to the nearest .10 yard. The COR monitor will document his data on the load ticket. The COR monitor will detach one copy of the load ticket and give that one copy to the vehicle operator. One copy is then given to the contractor, one copy is given to FEMA and the original is kept by the COR. The load tickets shall be submitted with the daily report.

#### 4.0 TERMINOLOGY

- 4.1 Brush and Tree Parts – all the portions of trees, to include the root-ball, that have been placed in the right-of-way.
- 4.2 Burnable Debris – Includes, but is not limited to, damaged and disturbed trees; bushes; shrubs; broken, partially broken and severed tree limbs, and brush.
- 4.3 Construction and Demolition (C&D) Debris – Waste material that is generated in the construction, renovation or demolition of structures. Includes structures of all types (residential and non-residential) and roads and bridges. Includes, but is not limited to, concrete, asphalt, wood, metal, gypsum, wallboard and roofing.
- 4.4 Contractor – The individual, firm, partnership, joint venture, corporation, association or other legal entity performing emergency debris clearance, removal and disposal services under this contract.
- 4.5 Contracting Officers/County Representative (COR) – Designated official in charge of coordinating debris clearance, removal and disposal operations will be the Director of Public Works, Director of Solid Waste, and/or their Designees.
- 4.6 Eligible Debris – Debris that is within the scope of the debris removal contract. Generally falls into one of two classifications: burnable, non-burnable. Note that certain items such as tires and HHW are not eligible debris.
- 4.7 Hangers – Limbs, branched, etc., that are damaged/broken but not severed from the main plant.
- 4.8 Household Hazardous Waste (HHW) – Includes, but is not limited to, the following: home, lawn and garden chemicals used for pest, insect and weed control; automotive fluids such as fuel, windshield wiper fluid, antifreeze, brake fluid, transmission fluid; oil-based products such as gasoline additives, gear oil, car batteries, swimming pool additives, heating oil; flammable liquids such as cleaning solvents, kerosene, turpentine, mineral spirits, floor strippers; and instruments containing mercury such as thermometers, thermostats, barometers, and photo chemicals.
- 4.9 Non-Burnable Debris – Includes, but is not limited to, timber; plastic; glass; rubber products; metal products; sheetrock; cloth items; non-wood building materials; and carpeting. Some non-burnable debris may be recyclable.

- 4.10 Pass – A sweep/run through a route or area requiring debris removal.
- 4.11 Recyclable Debris – Includes, but is not limited to, metal products (e.g., mobile trailer parts, household appliances) and uncontaminated soil.
- 4.12 Right-of-Way – the area immediately adjacent (left and right) to the traveled roadway of all identified public access roads within the specified collection debris pickup zones.
- 4.13 Root Ball – Includes roots and soil associated with uprooted vegetation such as trees, shrubs and bushes.
- 4.14 Vegetative Debris – Plant-related debris. Includes, but is not limited to, trees, shrubs, bushes, limbs, branches tree trunks and root balls.
- 4.15 White Goods – Household appliances such as refrigerators, freezers, stoves, washers, dryers and similar items.

#### 5.0 PERFORMANCE SCHEDULE

- 5.1 The Contractor shall commence performance within twenty-four (24) hours of receipt of notice to proceed.
- 5.2 Prior to commencing debris removal operations the contractor shall, with the COR's direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a 7 and 14 day projection. The plan shall be updated every Monday.
- 5.3 All activity associated with debris loading and hauling in public areas shall be performed during visible daylight hours only. The county reserves the right to operate during nighttime hours. The Contractor shall manage dumpsite operations to coincide with hauling operation during daylight hours, 7 days per week. Management and execution of burning operations may be 24 hours per day, 7 days per week, unless directed otherwise by the COR. All Federal, State and Local laws must be adhered to.
- 5.4 Bradford County desires the time for completion of all work shall be 60 calendar days from the notice to proceed, unless the COR initiates additions or deletions to the contract by written change orders. Ability to meet this time frame will be considered in awarding this contract. Subsequent changes in completion time will be equitably negotiated by both parties pursuant to applicable county, state and federal law.

#### 6.0 EQUIPMENT

- 6.1 All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. Any truck or trailer used to haul debris must be mechanically loaded by an appropriately sized front end loader, backhoe or other approved and appropriate mechanical equipment. Additionally, the truck or trailer must dump hydraulically and be capable of rapidly dumping its load without the assistance of

other equipment. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of standard 2 X 6 boards or greater and not to extend more than two feet above the metal bedsides. All extensions are subject to acceptance or rejection by the COR. All trailers must have a metal-framed exterior. All equipment used to haul debris must be equipped with a tailgate that shall effectively contain the debris during transport and permit the truck to be filled to capacity. All hauling equipment must be measured and marked for its load capacity. Hauling equipment shall be marked using adhesive placards applied to the operator side of the hauling compartment. The placard must be marked in permanent ink indicating measured volume, truck number, prime contractor and date of last compartment measurement.

- 6.2 All equipment shall be inspected by the Contractor prior to use to ensure it meets the standards set forth in this contract. The COR will provide a form for this purpose. The COR reserves the right to disallow the use of any equipment, trucks, or trailers he/she feels inappropriate for this contract.
- 6.3 Prior to commencing debris removal operations, the Contractor shall present to the COR all trucks, trailers, or containers that will be used for hauling debris. Each truck or trailer shall be measured to determine the load capacity. Each truck or trailer shall be numbered and clearly display the load capacity for identification with a permanent marking. The COR may, at any time, request that the trucks be re-measured. The Contractor shall notify the COR each time a new truck, trailer or container is to be used under this contract. No capacity can exceed 100% of the measured volume.
- 6.4 Trucks or equipment, which is designated for use under this contract, shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances shall the Contractor mix debris hauled for the counties or others with debris hauled under this contract.
- 6.5 Loading equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size loading equipment (6 CY and up) and non-rubber tired equipment must be approved by the COR.
- 6.6 The contractor shall provide a roofed inspection tower at the dumpsite. This tower must be constructed such that the COR monitor can easily look down into the bed to fully view the debris load, establishing a volume. The inspection tower must be constructed to meet all local, state, federal requirements and comfortably accommodate 3 adults. The contractor may provide a mechanical lift with roof cover to be used in place of the constructed tower. The contractor shall provide portable restroom facilities at all dumpsites.

7.0 REPORTING

7.1 The Contractor shall submit a report to the COR during each day of the term of the contract.

Each report shall contain, at a minimum, the following information:

1. Contractor's Name
2. Contract Number
3. Crew
4. Location of work
5. Day of Report
6. Daily and cumulative totals of debris removed, and processed by category

7.2 Discrepancies between the daily report and the corresponding load and/or weigh tickets shall be reconciled no later than the following day.

8.0 OTHER CONSIDERATIONS.

8.1 The Contractor shall supervise and direct the work, using labor appropriately trained for the task on skilled assigned and proper equipment for all tasks. The Contractor shall have a competent Operations Manager on site during the entire period of work under this contract. The Operations Manager shall have the authority to represent the Company and be available to the COR or other county personnel assigned operational responsibility. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

8.2 The Contractor must possess all license(s) required in accordance with the Federal, state and county's statutory requirements to perform the work.

8.3 The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractors or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the COR.

8.4 The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person should be posted at each approach to the work area. Work shall be accomplished in a safe manner in accordance with OSHA Safety Standards.

8.5 Contractor shall be solely responsible for complying with all applicable federal, state and local laws, rules and regulations for all work performed pursuant to the contract; including but not limited to collection and disposal of debris. Contractor will submit in its Bid its plan for debris collection and disposal.

9.0 FINAL DISPOSITION

- 9.1 NOTE: The method of final disposal shall be approved by the COR. Debris may be chipped, burnt, recycled or otherwise disposed of if approved by the COR.
- 9.2 Prospective Vendors will provide the county with Bids outlining how they would accomplish final debris disposal in the most efficient and effective manner possible.
- 9.3 Contractor shall be responsible for the debris up to final disposal.
  
- 10.0 MEASUREMENT
- 10.1 Measurement for all debris removed will be by the cubic yard as determined by the eligible debris delivered to dumpsite, as supported by the load ticket (see clause 3.0 Load Tickets). Measurement shall be documented on load tickets. Payment for work under this contract shall be based solely on Volume from completely executed load tickets endorsed by the County as eligible debris and noting actual volume at the appropriate disposal site.
  
- 11.0 OTHER CONTRACTS.
- 11.1 The County reserves the right to issue other contracts or direct other contractors to work within the area included in this contract.

**BID #EM16-001, Debris Removal**  
**Evaluation Criteria for Ranking of Debris Contractors**

**SELECTION CRITERIA:**

The BID will be awarded on hourly fee schedule and total costs of items 1-25 as stated below.

If the Proposer is a Joint Venture, there must be a clear statement that the Vendor is a joint venture; the joint venture has been in effect for a period of not less than two (2) years, and representation to act as to authority to act. If there is no such statement and representation, Proposer will not be evaluated as a Joint Venture and it will be assumed the Contractor shown on the transmittal letterhead will be the prime Contractor with whom the County would contract, with all other Contractors being considered as sub-contractors.

**UNIT COST OF DEBRIS MANAGEMENT**

Basis of awarding points in this criterion shall be the aggregate of the unit prices bid for the selected activities.

Fill out and sign the Unit Price Bid sheet and Hourly Fee Schedule. Again, no work is guaranteed under this contract. It is contingency based and will depend on how much damage is generated by the event. The bidder with the lowest responsive, responsible bid total will be awarded the most points in this category.

**BID #EM16-001, Debris Removal**

**TIME AND MATERIAL RATE FORM – FIRST 72 HOURS**

**HOURLY FEE SCHEDULE**

*All equipment rates below include operator, fuel, maintenance costs, etc.*

<b>Equipment</b>	<b>Hourly Rate</b>
Chainsaw (predominant use: cut and toss)	\$
John Deere 544 or equivalent (predominant use: cut and toss)	\$
Heavy transport (predominant use: cut and toss)	\$
Pickup truck with Supervisor (predominant use: cut and toss)	\$
Electrical bucket truck with lineman (predominant use: cut and toss)	\$
CAT D-3 Dozer or Equivalent	\$
CAT D-6 Dozer or Equivalent	\$
Tractor with Box Blade	\$
Tractor with Bush hog	\$
Rubber Tire Backhoe	\$
Motor Grader	\$
30 Ton Crane	\$
Mechanized Broom	\$
5-14 Cubic Yard Dump Truck	\$
15-24 Cubic Yard Dump Truck	\$
25-34 Cubic Yard Dump Truck	\$
100 Cubic Yard Trailer w/Tractor	\$
12 Ton Lowboy w/Tractor	\$
50 Ton Lowboy w/Tractor	\$
Track hoe, 490 or Equivalent	\$
Other (please specify):	\$
	\$
	\$
	\$
	\$
	\$

<b>Personnel</b>	<b>Hourly Rate</b>
Field Project Foreman	\$
Laborer	\$
Traffic Control Flagman	\$
	\$
	\$
	\$

CONTRACTOR NAME: \_\_\_\_\_



**COST FORM: BID #EM16-001, DEBRIS REMOVAL**

<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Cost</b>	<b>Extended Cost</b>
1	Load eligible veg. debris from Public ROW's and haul to temp. storage and reduction site (0 to <15 miles)	Cubic Yd	480,000	_____	_____
2	Load eligible veg. debris from Public ROW's and haul to temp. storage and reduction site (15 miles to <30 miles)	Cubic Yd	210,000	_____	_____
3	Load eligible veg. debris from Public ROW's and haul to temp. storage and reduction site (30 miles to < 75 miles)	Cubic Yd	80,000	_____	_____
4	Load eligible veg. debris from Public ROW's and haul to temp. storage and reduction site (75 miles to 100 miles)	Cubic Yd	80,000	_____	_____
5	Load eligible C&D debris from Public ROW's and haul to directed location (0 to <15 miles)	Cubic Yd	120,000	_____	_____
6	Load eligible C&D debris from Public ROW's and haul to directed location (15 miles to <30 miles)	Cubic Yd	120,000	_____	_____
7	Load eligible C&D debris from Public ROW's and haul to directed location (30 miles to <75 miles)	Cubic Yd	80,000	_____	_____
8	Load eligible C&D debris from Public ROW's and haul to directed location (75 miles to 100 miles)	Cubic Yd	80,000	_____	_____
9	Reduce vegetative debris by Air curtain incineration	Cubic Yd	320,000	_____	_____
10	Reduce vegetative debris by grinding/chipping	Cubic Yd	480,000	_____	_____
11	Load, Haul and Dispose of TDS material to an approved permanent disposal site (0-<30 miles)	Cubic Yd	80,000	_____	_____

12	Load, Haul and Dispose of TDS material to an approved permanent disposal site (30 miles- <75 miles)	Cubic Yd	80,000	_____	_____
13	Load, Haul and Dispose of TDS material to an approved permanent disposal site (75 miles to 100 miles)	Cubic Yd	80,000	_____	_____
14	Management of TDS operations (see Notes below)	Cubic Yd	800,000	_____	_____
15	Extract hazardous stumps (FEMA definition): 24.01" < 36" in diameter. Place fill dirt and seed. Haul to TDS	Each	80	_____	_____
16	Extract hazardous stumps (FEMA definition): 36.01" < 48" in diameter. Place fill dirt and seed. Haul to TDS	Each	80	_____	_____
17	Extract hazardous stumps (FEMA definition): 48.01" < in diameter. Place fill dirt and seed. Haul to TDS.	Each	80	_____	_____
18	Collect, haul and dispose of animal carcasses	Pound	8,000	_____	_____
19.	Removal, hauling and disposal of White Goods.	Each	100	_____	_____
20.	Freon Management of white goods	Each	50	_____	_____
20.	Removal, hauling and disposal of electronic waste.	Each	100	_____	_____
21.	Removal, hauling and disposal of Household Hazardous Waste (HHW)	Pound	5000	_____	_____
22.	Removal, hauling and disposal of Lawnmowers and equipment with small motors.	Each	100	_____	_____
23.	Removal, hauling and disposal of Abandon tires.	Each	100	_____	_____

**TOTAL (Items 1 – 23 above):** \_\_\_\_\_

**Amount Written in Words:** \_\_\_\_\_

**CONTRACTOR NAME:** \_\_\_\_\_

**BID #EM16-001, Debris Removal**

**CORPORATE DETAILS:**

Failure to complete all fields may result in your bid being rejected as non-responsive.

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

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

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

FAX #: \_\_\_\_\_

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

Name of Person submitting Bid: \_\_\_\_\_

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

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

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

**ADDENDA ACKNOWLEDGMENT:**

Bidder acknowledges receipt of the following addendum:

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

- (1) The prospective Vendor, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
  
- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

\_\_\_\_\_

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

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

**“NO BID” Statement**  
**BID #EM16-001, Debris Removal**

If your company does not intend to bid on this procurement, please complete and return this form prior to the date shown for receipt of Bids to: Bradford County Emergency Management, 945B N Temple Ave, Starke, FL 323091 Attn: Brian Johns.

We, the undersigned, decline to bid on the above referenced invitation to bid for the following reasons:

- Specifications are too restrictive (please explain below or attach separately)
- Unable to meet specifications
- Specifications were unclear (please explain below or attach separately)
- Insufficient time to respond
- We do not offer this product or service
- Our schedule would not permit us to perform at this time
- Unable to meet bond requirements
- Other (please explain below or attach separately)

Remarks:

\_\_\_\_\_

\_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Signature: \_\_\_\_\_ Fax #: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

City: \_\_\_\_\_

Zip: \_\_\_\_\_

## CHAPTER 8: PROCEDURES FOR PUBLIC BID OPENINGS

(A) **Purpose:** The purpose of this chapter is to specify procedures for the submittal, receipt, opening and recording of all formal Bids required by all of the various laws, ordinances, and other procedures and manuals governing the solicitation and awarding of public Bids in Bradford County, Florida, including but not limited to:

- a. Section 336.44, Florida Statutes (2001).
- b. Applicable Provisions of Bradford County Code.
- c. Florida Department of Transportation Standard Specifications, most recent edition.

(B) **Time of Opening** The deadline for a particular bid submittal shall be 4:00 P.M., of the Monday immediately preceding the Tuesday upon which the bid is to be opened. No bid shall be opened unless and until proof by publisher's affidavit of publication of the bid solicitation is received and filed by the Clerk of the Court. Bidders and the public are welcomed to attend the opening and all subsequent committee and commission meetings related to the Bids.

(C) **Form of Bid Submittal:** All Bids shall be submitted in triplicate, and submitted to the Bradford County Clerk of the Court, 945 North Temple Ave. Starke, Fl. 32091 which shall record receipt thereof by date and time on the bid envelope. Upon receipt, the Clerk division will maintain custody and control of all bid submittals until after they have been opened. Each bid and its accompanying materials shall be submitted in a single, sealed and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the party making the submittal prior thereto:

- a. The number assigned to the particular bid solicitation.
- b. The title of the bid exactly as it appeared in the published solicitation.
- c. The date of the bid opening.

(D) **Bid Receipt Procedure:** The Clerk of the Court shall, in cooperation with his or her Department heads assign a specific and discrete number and title to each bid solicitation, which shall be contained in the Request for Bids, the newspaper publication, specifications and the Bid Form thereof. Three copies of each request for bid shall be submitted to the Clerk of the Court for distribution as provided in Section F hereof, and the "Request For Bids" shall be signed prior to publication.

(E) **Place of Opening:** All Bids properly submitted shall be opened in a public location so designated in the bid solicitation.

(F) **Distribution of Copies:** Upon the opening of a bid, all copies shall be distributed to the head of the originating department. Emergency Management shall submit to the Finance committee of the Board a tabulated list of all bidders and their Bids, including bid number, name, staff assigned. All staff assigned to evaluate bid and BID responses shall do so observing all requirements of the Sunshine Law and in meetings noticed at least 72 hours in advance thereof. The Emergency Management division shall serve as the permanent record holder for the Clerk of

the Court.

(G) **Committee Review, Report and Recommendations:** Bids shall be reviewed by the Board's Finance committee following the bid opening. The Committee should, in the absence of unusual circumstances, report its recommendation to the Board at the Board's next regularly scheduled meeting, which shall include a tabulated list of all bidders and their Bids. Upon being awarded a bid, and if a contract is entered into with the successful bidder then the County's Standard Addendum and IRS Form W-9, Request for Taxpayer Identification and Certification must be completed.

(H) **Ineligible Bid:** Any bid that does not meet the foregoing requirements for form, time of submittal, number of copies or the specifications advertised will be rejected and the reasons stated therefor; provided that the Emergency Management division shall reject and return unopened all Bids which do not meet the foregoing requirements for time of submittal, or envelope markings. Bids that do not meet requirements for form will be rejected and declared "No Bid". The Board reserves the power to reject all Bids and in its discretion to re-advertise the solicitation.

(I) **Bid Addenda:** All addenda distributed subsequent to the initial distribution of specifications shall be sent by certified mail return receipt requested, said return receipt to be returned to the Emergency Management division identified by bid number. Prior to mailing, a copy of each addendum shall be received by the Emergency Management division, provided that no addendum shall be mailed later than five (5) working days prior to the scheduled bid opening date.

(J) **Bid Tabulation Form:** The bid Tabulation Form used at bid openings shall include a place thereon for three witnesses to sign. This procedure will eliminate the need for signing each individual bid at the time of opening, thus requiring the three witnesses to sign only once for each bid number submitted.

(K) **Authority to Delay Bid Openings:** The County Manager is hereby authorized, without seeking prior approval of the Board in any particular case, to order a delay of any bid opening from its scheduled date and time to a time certain on the agenda of the next regularly scheduled meeting of the Board, or such special meeting called for such purpose. The delay may be ordered at any time prior to the time of the scheduled opening, provided that such order be in writing, addressed and delivered to the Emergency Management division with a copy delivered to the County Manager, and that copies thereof be mailed by certified mail, return receipt requested to all responding bidders as soon thereafter as is reasonably practicable. Upon receipt of the order, the Emergency Management division shall immediately record the date and time thereof. The Emergency Management division shall continue to accept sealed Bids up until the applicable deadline. At the date and time originally scheduled for the bid opening, the Emergency Management division shall announce the delay order to all in attendance and shall continue to maintain in its custody all properly submitted sealed Bids until further order of the Board. At the time certain scheduled before the Board, the County Manager shall present his reason or reasons for the delay order and his recommendation for disposition of Bids submitted.

The Board may order the Bids to be opened then and there, or at some other time and date certain; it may cancel the bid and order the return of all Bids unopened; it may order a further delay of the bid opening; or it may make any other order appropriate to the circumstances. If the Bids are ultimately opened, they shall be reviewed as provided elsewhere herein. If a delay occurs as provided herein, then the 30 day withdrawal period shall commence upon the date of the actual bid opening, provided such date is not more than 60 days subsequent to the originally scheduled date. No delay shall be ordered beyond such 60 day period, unless the parties submitting timely Bids consent to such delay in writing. In no event is the County Manager authorized to extend the deadline for bid submittals for any particular project, only the bid opening date.

**(L) Contractor's Insurance Requirement:**

1. Any Contractor submitting a bid for any public works project must include, within its initial bid response, proof of the following insurance, in effect continuously from the date of submittal through the 60 days subsequent to the scheduled bid opening date:

a. Commercial General Liability

1.	General Aggregate	\$1,000,000
2.	Products and Completed Operations Aggregate	\$1,000,000
3.	Personal and Advertising Injury	\$1,000,000
4.	Each Occurrence	\$1,000,000
5.	Fire Damage (any one fire)	\$ 50,000
6.	Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, \$1,000,000 with minimum limits for all additional coverages as required by Florida law

c. Workers Compensation/Employers Liability

1.	Workers Compensation	statutory limits
2.	Employers Liability	
	a. Each Accident	\$ 100,000
	b. Disease-Policy	\$ 500,000
	c. Disease-Each Employee	\$ 100,000

d. Professional Liability

1. When required by contract-per occurrence \$1,000,000

2. Upon being awarded the bid, the contractor must provide proof that such insurance will be in effect from the date of commencement of the project. The contractor will maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage will include all independent contractors and subcontractors. Either prior to or simultaneously with the execution of the contract, the successful bidder must deliver certificates of insurance for the required insurance coverages to the County naming "Bradford County, a political subdivision of the State of Florida; The Board of County Commissioners, Bradford County, Florida; and all public agencies of Bradford County, as their interests may appear" as

“Additional Insureds.” Said certificates of insurance shall also include a thirty day prior written notice of cancellation, modification or non-renewal to be provided to the County.

3. The Board reserves the right to waive, raise or lower the minimum coverages required for particular projects prior to bid solicitation by affirmative action. The Board will not waive any defects in a bid submittal pertaining to matters under this subsection.

**(M) Bid Awards and Protests:**

1. Both the **INSTRUCTIONS** and the **PUBLISHED NOTICE** for every sealed bid solicitation shall include conspicuously the following statements:

FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: <http://www.bradfordcountyfl.gov> Choose the emergency management section listed under the county department’s tab. NO OTHER NOTICE WILL BE POSTED.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY’S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8.N. OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY’S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY’S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

2. Unless otherwise expressly directed by the Board in its decision on a bid award, immediately following such decision the County Manager shall cause a “Notice of Intent to Award Bid” or a “Notice of Rejection of All Bids” to be posted on the County’s website, with the time and date of posting appearing thereon. Notice shall not be posted elsewhere. The notice shall be posted in portable document format or other secure format.

3. The failure on the part of a prospective bidder to include within the sealed bid envelope a proper bid bond or other security approved under this policy, if required for the particular bid solicitation, or the failure by a prospective bidder to file a written notice of protest and to file a written petition initiating a formal protest proceeding within the times and in the manner

prescribed in this section shall constitute a waiver of the prospective bidder's right to protest the bid solicitation, any addendum thereto, the Board's bid decision, as applicable, and to initiate a formal protest proceeding hereunder.

4. A prospective bidder is solely responsible for determining whether a particular bid solicitation requires a bid bond, and for resolving any doubt by making appropriate inquiry.

5. The County Manager shall cause a copy of this policy to be posted on the County's website in portable document format or other secure format. The County Manager shall cause to be established conspicuous and easy-to-follow links to the policy from the homepage.

6. Any person who is adversely affected by a bid solicitation, by any addendum thereto, or by a bid decision may file with the County Manager a written notice of protest no later than 4:30 p.m. on the third business day immediately following the date notice is published, with respect to a bid solicitation; no later than 4:30 p.m. on the third business day immediately following the date of issuance, with respect to a bid addendum; and within 72 hours after the posting of the notice, exclusive of hours occurring during days that are other than business days, with respect to a bid decision.

7. A formal protest proceeding shall be deemed commenced upon the timely filing of a written petition initiating the same. A written petition initiating a formal protest proceeding must be filed with the County Manager no later than 4:30 p.m. on the tenth calendar day immediately following the date on which the written notice of protest was filed; provided, if the tenth calendar day is not a business day, then the petition must be filed no later than 4:30 p.m. on the first business day immediately following said tenth calendar day. The petition must set forth with particularity the facts and law upon which the protest is based. The petition must conform substantially with the requirements for petitions set forth in Rule 28-106.201, Florida Administrative Code. References in this section to a petition shall mean a written petition initiating a formal protest proceeding filed in accordance with this subsection.

8. Any protest of a bid solicitation or bid addendum shall pertain exclusively to the terms, conditions, and specifications contained in a bid solicitation or bid addendum, including any provisions governing the methods for ranking Bids, Bids, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract.

9. Upon receipt of a formal written notice of protest that has been timely filed, the County Manager shall suspend the bid solicitation or bid award process until the subject of the protest is resolved by final action as specified in this section, unless the County Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. Such suspension shall be lifted immediately in the event the protesting party shall have failed to timely file a petition.

10. Intervenors shall be permitted to participate in the formal protest proceeding in accordance with the procedures governing intervenor practice set forth in Rule Chapter 28-106,

Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.

11. In his or her discretion, the County Manager may provide an opportunity to resolve the protest by mutual agreement between the County Manager and the protesting party within 7 calendar days after receipt of a timely petition. Such agreement must be reduced to writing, signed by the County Manager and the protesting party or such party's authorized agent, and submitted to the Board at the earliest opportunity. The agreement shall not be deemed effective unless ratified by the Board. If the Board shall fail to ratify the agreement, then the protest shall proceed to resolution as hereinafter provided.

12. Within 10 business days following the timely filing of a petition, or, if the Board shall have considered but failed to ratify an agreement submitted to it under subsection 11, then within 10 business days thereafter, a hearing shall be conducted pursuant to subsection 13 before a hearing officer, who shall be the County Manager or his or her designee. The County Manager may designate any department head as the hearing officer; provided a department head who is substantially involved in or connected with the bid solicitation or bid award process shall be deemed disqualified from serving as the hearing officer, unless such involvement or connection is purely ministerial in nature.

13. All hearings shall be conducted pursuant to written notice to the protesting party, the County Attorney's Office and all intervenors by the hearing officer specifying the time, date and place of the hearing. Particular rules and procedures governing each such hearing are as follows:

- a. The audio thereof shall be recorded electronically.
- b. Prior to the hearing only, motion practice may be permitted by the hearing officer in his or her discretion in accordance with the rules governing the same set forth in Rule Chapter 28-106, Florida Administrative Code. All motions shall be ruled upon prior to or at the start of the hearing, except that rulings on motions in limine may be deferred to an appropriate time during or after the hearing.
- c. Prior to the hearing, the protesting party, the County and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the protesting party, the County and all intervenors, and be submitted to the hearing officer at least two business days prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the hearing officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the items.

- d. The protesting party and all intervenors shall have the right to appear before the hearing officer at the hearing in proper person or through counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the protest. The County shall be deemed a party to the proceeding, and the County Attorney or any assistant county attorney may participate in the protest proceeding, appear before the hearing officer, present evidence and be heard on behalf of the County.
- e. All witnesses shall be placed under oath by the hearing officer prior to testifying, and shall be subject to cross-examination by any hearing participant.
- f. Hearsay evidence shall be admissible unless the hearing officer shall determine the same to be redundant, unreliable or prejudicial.
- g. At the hearing any hearing participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.
- h. Immediately following the hearing, the County Manager shall cause a written transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously based upon the audio recording, and shall provide copies of the same to all of the hearing participants.
- i. Within 7 business days following the hearing, the hearing officer shall submit a recommended order to the County Manager and serve copies on all hearing participants; provided, if the County Manager is the hearing officer, then within 7 business days following the hearing, the County Manager shall issue a recommended order and serve copies on all hearing participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the protest; provided, no finding of fact may be predicated solely upon the basis of hearsay.
- j. The recommended order shall thereafter be submitted to the Board along with the transcript of the hearing testimony and the entire written and tangible record of the protest proceedings at the earliest opportunity to be considered at a time certain, with notice thereof served upon the hearing participants. Each of the hearing participants shall be allowed 3 minutes to address the Board regarding the recommended order, unless the Chairman in his or her discretion shall allow additional time. If a hearing participant intends to challenge any finding of fact in a recommended order that was based upon testimonial evidence, such participant shall be allowed 2 additional minutes for such purpose, and may direct the attention of the Board members to any portion of the transcript relevant to the challenge. The other hearing participants shall each have the right to offer argument in rebuttal to the challenge, and to direct the attention of the Board members to any portion of the transcript relevant to the rebuttal. No testimony or other evidence beyond the record and the transcript shall be presented to the Board. Thereafter the Board shall render its decision on the protest. In so doing the Board shall

be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those for which it upholds a challenge. A challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the Board shall not be bound by any of the provisions of the recommended order. The decision of the Board shall be reduced to a written order signed by the Chairman, and shall constitute final action of the County on the protest.

k. The date, type and substance of all ex parte communications between any Board member and a hearing participant, including counsel therefor or any agent thereof, and between any Board member and third party, must be publicly disclosed by the Board member prior to the rendering of the Board's decision. All such communications that are written or received electronically must be filed for the record, and copies thereof provided to each Board member and hearing participant.

14. All proceedings before the hearing officer shall be informal, and customary rules of evidence shall be relaxed. In all respects both the hearing officer and the Board shall observe the requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the protest.

15. Ex parte communications between a hearing participant and the hearing officer are forbidden. The hearing officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the attempted communication, or requiring the offending hearing participant to disclose promptly the attempted communication, to the other hearing participants. Where necessary, the hearing officer may recuse himself or herself, and the subsequently designated hearing officer may order the offending participant to pay for all or any portion of the costs incurred by the County and any other hearing participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from further participation. Neither the County Attorney nor any assistant county attorney shall be subject to this subsection or prohibited from engaging in ex parte communications with the hearing officer.

16. The purpose of this policy is to promote fairness and public confidence in the competitive bidding process. To further such end, and except as otherwise specifically provided herein, the substantive law governing the resolution of bid protests found in the decisions of the Florida appellate courts, as well as any statutes or agency rules that may be applicable to the particular bid solicitation, shall guide the hearing officer and the Board in rendering a decision on a bid protest under this section. The significant principles of law governing the bid protest and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:

a. The burden is on the party protesting the award of the bid to establish a ground for invalidating the award.

b. The standard of proof for the protest proceeding shall be whether the proposed award was clearly erroneous, contrary to competition, arbitrary, or capricious.

c. The proposed award shall be deemed arbitrary or capricious if it is contrary in a material way to any governing statutes, the County's rules or policies, or the bid or BID instructions or specifications.

d. The scope of the inquiry is limited initially to whether the proposed award is improper under the foregoing standard of proof. If and only if the hearing officer first determines on the basis of competent and substantial evidence that the proposed award is improper, then the hearing officer may recommend, in accordance with the law and this policy, an alternate disposition for the proposed award. Such disposition may include, but shall not be limited to, rejecting all Bids, or awarding all or a portion of the bid to the protesting party.

e. A bid protest proceeding may not serve as a vehicle for the Board to revisit the proposed award absent a determination of impropriety as set forth above.

17. By written agreement amongst the protesting party, the County, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a protest for which a petition has been timely filed may be modified or waived so long as such modification or waiver shall not hinder or thwart the proper and expeditious resolution of the protest, or otherwise operate to undermine the salutary purposes of competitive, public bidding.

18. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a hearing participant's procedural or substantive due process rights, a hearing officer may modify or suspend the applicability of any of the provisions or requirements of this section in the course of conducting a protest proceeding hereunder; provided, a hearing officer may not modify or suspend any of the provisions or requirements of subsections 3, 4, 6, 7, 8, 16, 20, 21 and 22 hereof.

19. Except and to the extent specifically provided in this section, and except and to the extent otherwise specified provided by written agreement amongst the protesting party, the County, and all then-existing intervenors, no provisions of Rule Chapter 28-106, Florida Administrative Code, shall be deemed applicable to the resolution of protests under this section.

20. For purposes of this section, the filing with the County Manager of a written notice of protest or of a written petition initiating a formal protest proceeding shall be deemed accomplished only when the original written notice or original written petition has been physically received by the County Manager or his or her designee. A notice or petition shall be deemed original only if it bears the original signature of the protesting party or such party's authorized agent. No notice or petition may be filed by facsimile transmission or by e-mail, and any notice or petition received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service or of the United States Postal Service to file a notice or petition shall be entirely at the risk of the person submitting the same, and any such notice or petition so received after the applicable deadline shall be deemed untimely.

21. For purposes of this section, a business day shall mean any 24-hour day that is not a Saturday, a Sunday, or a holiday observed by the County.

22. For purposes of this section, counsel shall mean an attorney who is a member of the Florida Bar in good standing.

23. For purposes of this section, all notices of protest and petitions initiating formal protest proceedings, and all stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to a hearing officer shall be on white, opaque paper 8 ½ by 11 inches in size. The pages of all such documents shall have margins on all sides of not less than 1 inch; shall be in Times New Roman or Courier New font no smaller than 12 in size, including footnotes and endnotes; shall have standard double-spacing between lines, excluding quotations, footnotes and endnotes; and shall be numbered at the bottom. All quotations shall be indented. Briefs shall not exceed 15 pages in length, and may not include any appendices. A digital copy of all written stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to the hearing officer must be simultaneously provided to the hearing officer in Word format, version 2000 or later, on compact disc or 3 ½” diskette.

24. For purposes of this section, a hearing participant shall mean and include the protesting party, the County and any intervenor.

25. This section shall be construed and implemented so as to secure the just, speedy, and inexpensive resolution of bid protests.

(O) **UTILITY RELOCATION AGREEMENTS:** Prior to soliciting Bids for right of way improvements and other public works projects that require the removal or relocation of utilities, agreements with the affected utilities must be entered into providing for the terms, scheduling and conditions of such relocation and removal. The County Manager may develop and maintain such form of agreement as may be appropriate for accomplishing the requirements of this section. (*Resolution No. 09/10-65*)

(P) **NO-CONTACT RULE:** (*Resolution No. 09/10-81*)

1. As used in this section and unless the context clearly requires otherwise, the following terms and phrases shall have the meanings herein ascribed:

a. Contacting shall mean communicating or attempting to communicate by any means, whether orally, telephonically, electronically or in writing.

b. Bidder shall mean any person or entity submitting a response to a bid solicitation, and shall include all owners, shareholders, principals, officers, employees and agents thereof.

c. Bid shall mean any bid, Bids and request for qualifications.

d. Solicitation period shall mean the time between the publication of the notice of the bid and the opening of the bid.

- e. Evaluation period shall mean the time between the opening of the bid and the award thereof by the Board of County Commissioners.
2. The instructions for all solicitations of Bids to be submitted under seal shall include provisions prohibiting bidders from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator, and the foregoing instructions shall so state.
  3. The no-contact rule set forth in subsection 2 shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package.
  4. The purpose of the no-contact rule set forth in subsection 2 is to prevent any one bidder from gaining an advantage over other bidders through lobbying or otherwise attempting to influence the procurement decision through discussions or the presentation of information or materials outside of the process contemplated in the bid solicitation package and this purchasing policy, and also to ensure that the dissemination of information from the County entity to bidders regarding the bid solicitation is equal and uniform.



Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
  - An estate (other than a foreign
  - A domestic trust (as defined in Regulations section

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if: 1.

You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from withholding.
- Except as provided below, corporations are exempt from backup for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A *disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account.
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity.
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.