



## REQUEST FOR QUOTATION #16-0634BLS

### WATER AND WASTEWATER PUMPING/HAULING SERVICES

**DATE ISSUED: December 9, 2015**

**DUE DATE: December 22, 2015 at 3:00pm**

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

Manatee County, a political subdivision of the State of Florida, (hereinafter "Manatee County" or the "County") will receive quotations from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Florida or authorized to conduct business in the State of Florida.

#### TABLE OF CONTENTS:

GENERAL TERMS & CONDITIONS.....	2
SPECIFIC TERMS & CONDITIONS.....	9
MINIMUM TECHNICAL SPECIFICATIONS .....	11
BASIS OF AWARD.....	13
QUOTERS QUESTIONNAIRE / REFERENCES .....	14
OFFER OF NO QUOTE .....	17
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIME FORM. ....	18
INSURANCE REQUIREMENTS .....	20
QUOTATION FORM. ....	26

#### CLARIFICATION

It shall be the responsibility of all Quoters to request any additional clarification of the contents herein. Clarification deadline is **December 15, 2015 at 3:00pm**. Clarification shall be furnished by written addendum from Purchasing. Quoters shall not accept any verbal or telecommunication explanation as authorized clarification of the contents herein.

**Important Note:**      **A prohibition of Lobbying has been enacted. Please review paragraph (page 5) carefully to avoid violation and possible sanctions.**

AUTHORIZATION FOR RELEASE: BS

## GENERAL TERMS AND CONDITIONS

### QUOTE FORMS

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

### AMERICAN DISABILITIES ACT

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an **Information Conference** or **Bid Opening** should contact the person named on the first page of this Quote Document at least twenty-four (24) hours in advance of either activity.

### AUTHORIZED PRODUCT REPRESENTATION

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

### CLARIFICATION & ADDENDA

Each Quoter shall examine all Request for Quote documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Quotes shall be made through the Manatee County Purchasing Office. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this Request for Quotation, the County will attempt to notify all prospective Quoters who have secured same, however, it shall be the responsibility of each Quoter, prior to submitting their quote, to contact the Manatee County Purchasing Office (see contact on page 1) to determine if addenda were issued and to make such addenda a part of their quote.

### CODE OF ETHICS

With respect to this quote, if any Quoter violates or is a party to a violation of the Code of Ethics of Manatee County per Manatee County Purchasing Code Ordinance 08-43, Article 3, Ethics in Public Contracting, and/or the state of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Quoter may be disqualified from performing the work described in this quote or from furnishing the goods or services for which the quote is submitted and shall be further disqualified from submitting any future quotes or proposals for work or for goods or services for Manatee County.

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



## COLLUSION

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

- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other Quoter or with any competitor;
- b. any prices and or cost data quoted for this quote have not been knowingly disclosed by the Quoter and will not knowingly be disclosed by the Quoter, prior to the scheduled opening, directly or indirectly to any other Quoter or to any competitor;
- c. no attempt has been made or will be made by the Quoter to induce any other person or firm to submit or not to submit a quote for the purpose of restricting competition;
- d. the only person or persons interested in this quote, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this quote or in the contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by Quoter for purpose of doing business.

## DISCLOSURE

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

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

## DISCOUNTS

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

## DISQUALIFYING CRIMINAL MATTERS; CERTIFICATION REQUIRED

A person or affiliate who has been placed on the State's convicted supplier list following a conviction for a public entity crime, as that term is defined in Florida Statute s. 287.133, may not submit a quote, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a quote, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit quotes, proposals, or replies on leases of real property to a public entity; s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted supplier list. may not be awarded or perform work as a supplier, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute [s.287.017](#) for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted supplier list.



In addition, the Manatee County Code prohibits the award of any contract to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of an environmental law that, in the reasonable opinion of the purchasing official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible manner; To ensure compliance with the foregoing, the Code requires all persons or entities desiring to contract with the County to execute and file with the purchasing official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have a such a record and is therefore eligible to seek and be awarded business with the County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A confirming Criminal Matters Certification Affidavit is attached for this purpose.

#### DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the Quotation Documents, all equipment, materials and articles incorporated in the work covered by this contract shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Quotation Documents, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

#### E-VERIFY

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

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

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

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

#### EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Manatee County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Quoters that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit quotes in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.



## INDEMNIFICATION

The successful Quoter covenants and agrees to indemnify and save harmless the County, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the County, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.

## IRREVOCABLE OFFER

Any quote may be withdrawn up until the date and time set for opening of the quote. Any quote not so withdrawn shall, upon opening, constitute an **irrevocable offer for a period of 90 days** to sell to Manatee County the goods or services set forth in the attached specifications until one or more of the quotes have been duly accepted by the County.

## LEGAL NAME

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

## LOBBYING

After the issuance of any Invitation for Bids or Request for Quotation, prospective Quoters, proposers or any agent, representative or person acting at the request of such Quoter or proposer shall not contact, communicate with or discuss any matter relating in any way to the Invitation for Bids or Request for Quotations with any officer, agent or employee of Manatee County other than the Purchasing Director or as directed in the Invitation for Bids or Request for Quotations. This prohibition begins with the issuance of any Invitation for Bids, or Request for Quotations, and ends upon execution of the final contract or when the invitation or request has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code.

**The County reserves the right to amend or to add to the names listed as persons to contact. All amendments or additions to the names listed as persons to contact shall be issued by Purchasing, in writing.**

## MATHEMATICAL ERRORS

Quotes submitted shall be based on the quantities stated on the Quote Form. Quantities shall be used for the comparison of Quotes. Payment to the Quoter will be made based on the actual quantity of work completed and accepted at the date of payment request, in accordance with the terms of the contract.

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s), the extended totals shall prevail. All quotes shall be reviewed mathematically and corrected, if necessary, using these standards prior to additional evaluation. Calculations shall be factored to the second decimal point.



## LOCAL PREFERENCE

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

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

1. Purchases or Agreements which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference.
2. Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the County Commission or County Administrator, or where such suspension is, in the opinion of the County Attorney, required by law.

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

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

## MBE/WBE

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

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

## MODIFICATION OF QUOTATION DOCUMENTS

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

## QUOTE EXPENSES

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

## QUALITY GUARANTEE

If any product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this quote, the Quoter shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. Also, the Quoter shall refund to Manatee County any money which has been paid for same. The Quoter will be responsible for attorney fees in the event the Quoter defaults and court action is required.



## REGULATIONS

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

## RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all quotes, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the quote and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County. For all items combined, the quote of the lowest responsive, responsible Quoter will be accepted, unless all quotes are rejected. The lowest responsible Quoter shall mean that Quoter who makes the lowest quote to sell goods and/or services of a quality which conforms closest to or most exceeds the quality of goods and/or services set forth in the attached Quotation Documents or otherwise required by the County, and who is fit and capable to perform the quote as made.

To be responsive, a Quoter shall submit a quote which conforms in all material respects to the requirements set forth in the Request for Quotation. To be a responsible Quoter, the Quoter shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any Quoter to deliver the goods or service requested. Information the County deems necessary to make this determination shall be provided by the Quoter. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

## ROYALTIES AND PATENTS

The Quoter shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services he is furnishing. Quoter shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall save the County harmless from loss on account thereof, including costs and attorney's fees.

## TAXES

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

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

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

**BE GREEN**

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



## SPECIFIC TERMS & CONDITIONS

### PURPOSE

It is the intent of Manatee County to establish an agreement to procure, on an "As Required" basis, Water and Wastewater Pumping/Hauling Services for the County's Water and Wastewater Utilities Operations.

### BLANKET ORDER

Blanket Purchase Order(s) shall be issued as a result of this request for quotation. A Blanket Purchase Order number, when accompanied by a Release Order number provided by a County employee designee will authorize purchases on an "As Required" basis.

### CANCELLATION

The County reserves the right to terminate an agreement by giving 30 days written notice of intention to terminate if at any time the Awarded Quoter fails to abide by or fulfill any of the terms and conditions of the agreement. The County also reserves the right to terminate this agreement for the convenience of the County, with or without cause.

### CONFORMANCE TO SAFETY RULES AND REGULATIONS

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

### PAYMENT

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

### PRICES

Awarded Quoters shall quote unit prices, F.O.B. Destination, including all discounts in accordance with unit of quantity indicated on Quote Form. The prices quoted shall be used for payment and shall be deemed to include payment in full for all transportation, labor, and equipment used in delivering all supplies and materials to the point of delivery.

### PRICE ADJUSTMENTS FOR RENEWAL PERIODS

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

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

### QUANTITIES

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

### REGULATIONS

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

### WARRANTY, MAINTENANCE, SERVICE AND SUPPORT

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

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



## MINIMUM TECHNICAL SPECIFICATIONS

### SCOPE

It is the intent of Manatee County to establish multiple awards by group to procure, on an "as required" basis, all necessary labor, materials, and equipment to remove, transport, and unload water and wastewater, that may include but is not limited to, groundwater, grease, grit, rags, and other materials typically found in sanitary sewer collection systems from the County's sanitary sewer collection system at various County locations. It is the specific purpose of this quotation to establish an agreement for the required services to secure the cost and availability.

The Quoter shall dispose of the hauled wastewater into the County's wastewater system as directed by authorized County staff. There will be no disposal charges imposed on the contractor for any hauling services performed for the County using this blanket order

Historically, the majority of the emergency hauling occurs during the summer months and after periods of heavy rainfall to prevent or in response to sanitary sewer overflows, although this award shall not be limited to the summer months only. Since these rain events may last for several days, the need for reliable equipment and responsible drivers able to operate 24/7 in Manatee County for up to a week or more is critical to this operation.

### EMERGENCY SERVICES

The Awarded Quoter shall be able to arrive on site to any County department / facility / location requiring emergency services within sixty (60) minutes or less of verbal / written notification. The Awarded Quoter shall be available 24/7 Monday through Friday, weekends, and holidays to haul water and/or wastewater on an emergency basis within Manatee County.

The Awarded Quoter shall be able required to schedule / respond to any County department requiring regular / maintenance services.

### QUALIFICATIONS:

The Awarded Quoter shall provide a certified CDL driver for vac-con / truck / tanker vehicles. The driver shall also have all the necessary training to pump / haul / dispense water and wastewater at designated locations as required and provide all hoses and proper connection equipment for all emergency and scheduled services.

The Awarded Quoter shall be operating a full-time water and wastewater pumping & hauling service or have a general contractor's license.

The Awarded Quoter shall have been in business for a minimum of three (3) years.

### PERMITS/ FEES/ REGULATIONS

The Quoter shall be required to obtain all necessary State of Florida decals, permits, and vehicle inspections, and pay all costs in connection with these requirements if applicable prior to performing hauling services for the County.

A Water and Wastewater Hauler and Permit is required by the County. An application shall be emailed to the Quoter upon request made to the Purchasing Department. The Quoter shall provide their completed application with their quotation. If awarded the fees for this permit shall be waived for all hauling services provided to the County under this agreement only. This permit is required before providing any hauling services to the County. If Quoters currently have a County permit please provide a copy of your permit / number with your quotation.

**Manatee County Utilities Department will not accept any Out-of-County septage or grease.**

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

**SIMILAR WORK BY OTHERS**

Award of this agreement to a particular Quoter shall impose no obligation on the County to utilize that Quoter for all work of this type which may develop during the period of this agreement. This is not an exclusive agreement. The County specifically reserves the right to a concurrent agreement with other companies for similar work if determined to be in the County's best interest.



## BASIS OF AWARD

Multiple awards shall be made to the two (2) responsive, responsible quoters having the lowest total price quotation by group. All quoters shall quote all items within a group to be considered responsive. The agreement(s) resulting from the acceptance of a quotation shall be made by issuing a blanket purchase order(s) and be bound by the terms and conditions of the purchase order and the specifications of this Request for Quotation.

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

QUESTIONNAIRE/REFERENCES

REQUEST FOR QUOTATION #16-0634BLS  
WATER AND WASTEWATER PUMPING/HAULING SERVICES

**THIS QUESTIONNAIRE SHALL BE COMPLETED AND SUBMITTED WITH YOUR QUOTATION**

1. Operating a full-time water and wastewater pumping & hauling service or a general contractors license: \_\_\_\_\_ Yes \_\_\_\_\_ No (check one) for \_\_\_\_\_ continuous years'.  
Current License/Certification is: \_\_\_\_\_ # \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

2. Quoting as: an individual;; a partnership;; a corporation;; a joint venture: (circle one)

3. All equipment to be used in performing this service shall be kept maintained when on job site. List all major pump tankers, semi pump tankers, their size (in gallons) and number of vehicles of each below or on a separate page (if required) with complete description, i.e., age, general condition, maintenance status, etc.

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4. Quoters staff shall be in uniformed company shirts with company name clearly displayed, pants and shoes/boots. Uniforms shall be neat and clean in appearance when on the job site. Provide a description of attire:

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5. Summary of any litigation filed against the Quoter in the past five years which is related to the services provided. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.

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Quoter Name: \_\_\_\_\_



QUESTIONNAIRE/REFERENCES

REQUEST FOR QUOTATION #16-0634BLS  
WATER AND WASTEWATER PUMPING/HAULING SERVICES

**THIS QUESTIONNAIRE SHALL BE COMPLETED AND SUBMITTED WITH YOUR QUOTATION**

6. Number of employees employed by your business: \_\_\_\_\_ Subcontracted: \_\_\_\_\_
7. Name and contact telephone number/email address of supervisor (scheduling and supervising work):

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

8. Respond with the licensing and certifications of your staff who will be assigned this Agreement:

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

9. Three current references in the state of Florida for which you provide similar services:

CUSTOMER NAME: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO: \_\_\_\_\_ SERVICE PERIOD: \_\_\_\_\_  
SERVICE DETAILS: \_\_\_\_\_  
\_\_\_\_\_

CUSTOMER NAME: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO: \_\_\_\_\_ SERVICE PERIOD: \_\_\_\_\_  
SERVICE DETAILS: \_\_\_\_\_  
\_\_\_\_\_

CUSTOMER NAME: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO: \_\_\_\_\_ SERVICE PERIOD: \_\_\_\_\_  
SERVICE DETAILS: \_\_\_\_\_  
\_\_\_\_\_

Quoter Name: \_\_\_\_\_

QUESTIONNAIRE/REFERENCES

REQUEST FOR QUOTATION #16-0634BLS  
WATER AND WASTEWATER PUMPING/HAULING SERVICES

**THIS QUESTIONNAIRE SHALL BE COMPLETED AND SUBMITTED WITH YOUR QUOTATION**

10. Have you ever failed to complete work awarded to you? If so, where and why?

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11. Quoters may use subcontractors to provide wastewater pumping and hauling services on a limited basis to the County. Provide vendor, contact name, and telephone numbers below of all subcontractors.

1) 

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2) 

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3) 

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Quoter Name: 

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ATTACHMENT "A"

STATEMENT OF NO OFFER

REQUEST FOR QUOTATION #16-0634BLS  
WATER AND WASTEWATER PUMPING/HAULING SERVICES

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

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

We, the undersigned, have declined to quote on RFQ #16-0634BLS, for the following reason(s):

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

REMARKS:

Thank you for your input.

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

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

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

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

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

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

ATTACHMENT B

**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**

SWORN STATEMENT PURSUANT TO ARTICLE V,  
MANATEE COUNTY PROCUREMENT CODE

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

This sworn statement is submitted to the Manatee County Board of County Commissioners by

\_\_\_\_\_  
[Print individual's name and title]

\_\_\_ For \_\_\_\_\_ [Print name of entity submitting sworn statement]

whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

\_\_\_\_\_.

I understand that no person or entity shall be awarded or receive an Owner's Agreement for public improvements, procurement of goods or services (including professional services) or an Owner's lease, franchise, concession or management agreement, or shall receive a grant of Owner's monies unless such person or entity has submitted a written certification to Owner that it has not:

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of Owner's Purchasing Official, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one



which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if

an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction shall prove the same with documentation satisfactory to Owner's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Owner.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY AGREEMENT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

\_\_\_\_\_  
[Signature]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
[Type of identification]

\_\_\_\_\_  
Notary Public Signature My commission expires \_\_\_\_\_

\_\_\_\_\_  
[Print, type or stamp Commissioned name of Notary Public]

**Signatory Requirement** - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

**INSURANCE REQUIREMENTS**

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

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



Insurance / Bond Type	Required Limits
	<p>\$1,000,000 per occurrence/\$2,000,000 aggregate</p> <p><input type="checkbox"/> Project Professional Liability \$            per occurrence</p> <p><input type="checkbox"/> Property Insurance \$</p> <p>If the resulting Agreement includes construction of or additions to above ground buildings or structures, Bidder shall provide <b>"Builder's Risk"</b> insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).</p> <p>To the extent that property damage is covered by commercial insurance, Owner and successful Bidder agree to waive all subrogation rights against each other, except such rights as they may have to the proceeds of such insurance. Successful Bidder shall require a similar waiver of subrogation from each of its Bidder personnel and sub-consultants, to include Special Consultants; successful Bidder shall provide satisfactory written confirmation to Owner of these additional waivers.</p> <p><input type="checkbox"/> U.S. Longshoreman's and Harborworker's Act Coverage shall be maintained where applicable to the completion of the Work.</p> <p><input type="checkbox"/> Valuable Papers Insurance \$            per occurrence</p> <p><input type="checkbox"/> Watercraft \$            per occurrence</p>

Reviewed by Risk: *Shirley D. K. [Signature]*

### **INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

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



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

**Certificate of Insurance Requirements:**

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

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

1. The "Certificate Holder" shall be:

**Manatee County**

**Board of County Commissioners**

**Bradenton, FL**

**RFQ #16-0634BLS, Water and Wastewater Pumping/Hauling Services**

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

2. Certificate shall be mailed to:

**Manatee County Purchasing Division**

**1112 Manatee Avenue West, Suite 803**

**Bradenton, FL 34205**

**Attention: Bonnie Sietman, Sr. Buyer**



QUOTER'S INSURANCE STATEMENT

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

Quoter Name: \_\_\_\_\_ Date: \_\_\_\_\_

Quoter's Signature: \_\_\_\_\_

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

Insurance Agency: \_\_\_\_\_

Agent Name: \_\_\_\_\_ Agent Phone: \_\_\_\_\_

**Please return this completed and signed statement with your quotation.**

QUOTATION FORM

REQUEST FOR QUOTATION #16-0634BLS  
WATER AND WASTEWATER PUMPING/HAULING SERVICES

We, the undersigned, hereby declare that we have carefully reviewed the quote documents, and with full knowledge and understanding of the aforementioned herewith submit this quote, meeting each and every specification, term and condition contained in this Request for Quotation. We understand that the quote specifications, terms and conditions in their entirety shall be made a part of any agreement or contract between Manatee County and the successful Quoter. Failure to comply shall result in contract default, whereupon, the defaulting Quoter shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

MANATEE COUNTY PURCHASING  
1112 MANATEE AVENUE WEST, SUITE 803  
BRADENTON, FL 34205  
BONNIE SIETMAN, SENIOR BUYER, PURCHASING DEPARTMENT  
P 941.749.3046 F 941.749.3034  
[bonnie.sietman@mymanatee.org](mailto:bonnie.sietman@mymanatee.org)

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

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

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

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

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

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

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

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

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

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



# QUOTATION FORM

## REQUEST FOR QUOTATION #16-0634BLS WATER AND WASTEWATER PUMPING/HAULING SERVICES

A	Description of Equipment Driver Requirement / Business Hours	Hours (U of M, annual estimate)	Price per Hour	Extended Price
1	3,500 to 5,000 gallon pump tanker, driver, Monday through Friday 8am – 5pm <u>Billable</u> – Manatee County on-site to Manatee County off-site or alternate designated station / location or gravity collection system  <b>Portal to Portal invoicing is <u>not</u> acceptable</b>	160	\$	\$
2	3,500 to 5,000 gallon pump tanker, driver, Monday through Friday 5pm – 8am Holidays and Weekends <u>Billable</u> – Manatee County on-site to Manatee County off-site or alternate designated station / location or gravity collection system  <b>Portal to Portal invoicing is <u>not</u> acceptable</b>	25	\$	\$

B	Description of Equipment Driver Requirement / Business Hours	Hours (U of M, annual estimate)	Price per Hour	Extended Price
3	9-12 yard Vac-con truck, driver, Monday through Friday 8am – 5pm <u>Billable</u> – Manatee County on-site to Manatee County off-site or alternate designated station / location or gravity collection system  <b>Portal to Portal invoicing is <u>not</u> acceptable</b>  Indicate size ____ yards	20	\$	\$

Quoter Name: \_\_\_\_\_

# QUOTATION FORM

## REQUEST FOR QUOTATION #16-0634BLS WATER AND WASTEWATER PUMPING/HAULING SERVICES

C	Description of Equipment Driver Requirement / Business Hours	Hours (U of M, annual estimate)	Price per Hour	Extended Price
4	6,000 to 9,000 gallon, semi pump tanker, driver, Monday through Friday 8am – 5pm <u>Billable</u> – Manatee County on-site to Manatee County off-site or alternate designated station / location or gravity collection system  <b>Portal to Portal invoicing is <u>not</u> acceptable</b>	70	\$	\$
5	6,000 to 9,000 gallon semi pump tanker, driver, Monday through Friday 5pm – 8am Holidays and Weekends <u>Billable</u> – Manatee County on-site to Manatee County off-site or alternate designated station / location or gravity collection system  <b>Portal to Portal invoicing is <u>not</u> acceptable</b>	20	\$	\$
<b>Total Group A (items #1 &amp; 2)</b>				\$ _____
<b>Total Group B (item #3)</b>				\$ _____
<b>Total Group C (items #4 &amp; 5)</b>				\$ _____
<b>Grand Total (Items #1-5)</b>				\$ _____

Quoter Name: \_\_\_\_\_