



**Invitation To Quote
ITQ 18R067904GE**

AS 4000 AMMONIUM SULFATE 40% SOLUTION

Manatee County, a political subdivision of the State of Florida, (hereinafter "County") invites your participation in the following requests for quotes. The specifications stated herein are of the minimum requirements. All quotes submitted must be in accordance with the Invitation To Quote (ITQ) documents in their entirety.

NON- MANDATORY INFORMATION CONFERENCE

No information conference is scheduled for this RFQ. All clarification requests are to be directed to the contact person listed at the bottom of this page.

DATE ISSUED: December 22, 2017

DEADLINE FOR CLARIFICATIONS REQUESTS: January 4, 2018 at 3:00 PM

TIME AND DATE DUE: January 11, 2018 at 3:00 PM

TABLE OF CONTENTS

Section A Information to Quoters	pages 2 - 13
Section B Scope of Work	pages 14 -16
Section C Minimum Technical Specification	page 17
Section C Qualifications and Basis of Award	page 18
Quote Form	pages 2
Statement of No Quote	Attachment A
Public Contracting and Environmental Crime Form	Attachment B

FOR INFORMATION CONTACT:

George Earnest CPPB – Buyer

PHONE (941) 749-3044 FAX (941) 749-3034

george.earnest@mymanatee.org

**Manatee County Financial Management Department
Procurement Division**

AUTHORIZED FOR RELEASE: 

SECTION A
INFORMATION TO QUOTERS

A.01 RECEIPT OF QUOTES

Any quotes received after the stated time and date will not be considered. Acceptable methods of delivery of quotes are as follows:

Email Address: **george.earnest@mymanatee.org**
FAX: (941) 749-3034
US MAIL to: Manatee County Procurement Department
1112 Manatee Avenue West, Suite 803
Bradenton FL 34205

A.02 QUOTE FORM

All blank spaces on the quote form must be filled in as noted with amounts extended and totaled and no changes shall be made in the wording of the forms or in the items thereupon. In the event a change is made in your submittal, the quoter shall write its initials by the change. Any quote reply may be rejected which contains any omissions, alterations, irregularities of any kind, or which shall in any manner fail to conform to the requirements of this ITQ.

A quote reply made by an individual, either in his/her own or proper person or under a trade or firm name, shall be executed under the individual's signature. If made by a partnership, the quote shall be executed by two or more of the general partners. If made by a corporation, the quote shall be executed by its President or other legally authorized corporate officer or agent.

A.03 EXAMINATION OF QUOTE DOCUMENTS AND SITE(S)

It is the responsibility of each quoter before submitting a quote, to (a) examine the ITQ documents thoroughly; (b) visit the Project Site(s) to become familiar with local conditions that May affect cost, progress, performance, or furnishing of the Work; (c) consider federal, state, and local codes, laws, and regulations that May affect costs, progress, performance, or furnishing of the Work; (d) study and carefully correlate quoter's observations with the ITQ documents; and (e) notify Owner of all conflicts, errors, or discrepancies in the ITQ documents.

Each quoter May, at quoter's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions at or contiguous to the Project Site(s) or otherwise which May affect cost, progress, performance or furnishing of the Work and which quoter deems necessary to determine his quote for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the ITQ documents. Owner will provide each quoter access to the site(s) to conduct such explorations and tests.

Quoter shall fill all holes, clean up and restore the Project Site(s) to its former condition upon completion of such explorations. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by successful quoter in performing the Work are identified in the ITQ documents.

SECTION A

INFORMATION TO QUOTERS

All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by successful Quoter. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the ITQ documents.

Inspection of the Project Site(s) is **a requirement** to be considered for award of this quote. Prior to submitting a quote, each quoter shall examine the Project Site(s) and all conditions thereon fully familiarizing themselves with the full scope of the Work. Failure to become familiar with Project Site conditions will in no way relieve the successful quoter from the necessity of furnishing any materials or performing any Work that is required to complete the Project in accordance with the ITQ. Quoter shall acknowledge inspection of the Project Site(s) on his/her signed, submitted quote Form.

A.04 MODIFICATION OF QUOTE DOCUMENTS

If a quoter wishes to recommend changes to the ITQ documents, the Quoter shall furnish, in writing, data and information necessary to aid Owner in evaluating the request to modify the ITQ documents. Owner is not obligated to make any changes to the ITQ documents. Unless an addendum is issued, the RQ documents shall remain unaltered. **Quoters must fully comply with the ITQ documents in their entirety.**

A.05 CLARIFICATION & ADDENDA

Each quoter shall examine all ITQ documents and shall judge all matters relating to their adequacy and accuracy. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this ITQ shall be made through the Manatee County Procurement Division. Owner shall not be responsible for oral interpretations given by any Owner employee, representative, or others.

3:00 PM on January 4, 2018 shall be the deadline to submit to the attention of the Contract Specialist, in writing, all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this ITQ.

This deadline has been established to maintain fair treatment of all potential Quoters, while maintaining progression of the Work.

The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

It shall be the **responsibility of each quoter, prior to submitting a quote**, to contact the Procurement Division (see contact information on the cover page) to **determine if any addenda were issued** and to make such addenda a part of their quote.

SECTION A
INFORMATION TO QUOTERS

A.06 LOBBYING

After the issuance of any solicitation, prospective quoters or their agents, representatives or persons acting at the request of such quoter shall not contact, communicate with or discuss any matter relating to the ITQ with any officer, agent or employee of Manatee County other than the Procurement Official or the contact identified in this ITQ, pursuant to the Manatee County Code of Laws.

This prohibition includes copying such persons on all written communication, including email correspondence. This requirement begins with the issuance of a ITQ and ends upon execution of the final Agreement or when the ITQ has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code of Laws.

A.07 UNBALANCED QUOTING PROHIBITED

Owner recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of Owner such variation does not appear to be justified, given quote requirements and industry and market conditions, the quote will be presumed to be unbalanced. Examples of unbalanced quotes will include:

- a. Quotes showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate quotes.
- b. Quotes quoting prices that substantially deviate, either higher or lower, from those included in the quotes of competitive Quoters for the same line item unit costs.
- c. Quotes where the unit costs offered are in excess of or below reasonable cost analysis values.

In the event Owner determines that a quote is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, quotes, price lists, letters of intent, etc., which the quoter obtained and upon which the quoter relied upon to develop its quote. Owner reserves the right to reject as nonresponsive any presumptive unbalanced quotes where the quoter is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

A.08 FRONT LOADING OF QUOTE PRICING PROHIBITED

Prices offered for performance and/or acquisition activities which occur early in the Project Schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive Quoters within the same portion of the Project Schedule, will be presumed to be front loaded. Front loaded quotes could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the quoter to complete the Work or otherwise creating an appearance of an undercapitalized quoter.

In the event Owner determines that a quote is presumed to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, price lists, letters of intent, etc., which the quoter obtained and upon which the quoter relied upon to develop the pricing or acquisition timing for these quoted items.

SECTION A

INFORMATION TO QUOTERS

Owner reserves the right to reject as nonresponsive any presumptive front loaded quotes where the quoter is unable to demonstrate the validity and/or necessity of the front loaded costs.

A.09 WITHDRAWAL OF QUOTES

Quoters May withdraw quotes as follows:

- a. Mistakes discovered before the reply date and time May be withdrawn by written notice from the quoter submitting the quote. This request must be received in the Procurement Division prior to the time set for delivery and opening of the quotes. A copy of the request shall be retained and the quote reply shall be returned to the quoter; or
- b. After the quotes are received and reviewed or a selection has been determined, but before an Agreement is signed, a quoter alleging a material mistake of fact May be permitted to withdraw their quote if:
 1. The mistake is clearly evident in the solicitation document; or
 2. Quoter submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw a quote must be in writing and approved by the Procurement Official.

A.10 IRREVOCABLE OFFER

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

A.11 QUOTE EXPENSES

All expenses for making quotes to Owner are to be borne by the quoter.

A.12 RESERVED RIGHTS

Owner reserves the right to accept or reject any and/or all quotes, to waive irregularities and technicalities, and to request resubmission. Also, Owner 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 Owner. Any sole response received by the first submission date May or May not be rejected by Owner depending on available competition and current needs of Owner. 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 meets or exceeds the quality of goods and/or services set forth in the ITQ documents or otherwise required by Owner.

To be responsive, a quoter shall submit a quote which conforms in all material respects to the requirements set forth in the ITQ.

SECTION A

INFORMATION TO QUOTERS

To be a responsible the quoter shall have the capability in all respects to perform fully the quote requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Also, Owner reserves the right to make such investigation as it deems necessary to determine the ability of any quoter to furnish the service requested. Information Owner 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.

A.13 **APPLICABLE LAWS**

Quoter must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting Agreement. Any involvement with the Manatee County Procurement Division shall be in accordance with the Manatee County Procurement Ordinance as amended.

A.14 **COLLUSION**

By submitting a quote to this ITQ, quoter certifies that it has not divulged, discussed or compared its quote with any other quoter, 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 resulting Agreement to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure the resulting Agreement upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by quoter for purpose of doing business.

SECTION A
INFORMATION TO QUOTERS

A.15 CODE OF ETHICS

With respect to this quote, if any quoter violates, directly or indirectly, the ethics provisions of the Manatee County Procurement Ordinance and/or Florida criminal or civil laws related to public procurement, including but not limited to Chapter 112, Part III, Code of Ethics for Public Officers and Employees, Florida Statutes, such quoter will be disqualified from eligibility to perform the Work described in this ITQ, and May also be disqualified from furnishing future goods or services to, and from submitting any future quotes to supply goods or services to, Manatee County.

By submitting a quote, the quoter represents to Owner that all statements made and materials submitted are truthful, with no relevant facts withheld. If a quoter is determined to have been untruthful in their quote or any related presentation, such quoter will be disqualified from eligibility to perform the Work described in this ITQ, and May also be disqualified from furnishing future goods or services to, and from submitting any future quotes to supply goods or services to, Manatee County.

A.16 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, as that term is defined in Section 287.133, Florida Statutes, May not submit a quote to provide any goods or services to a public entity; May not submit a quote with a public entity for the construction or repair of a public building or public work; May not submit quotes on leases of real property to a public entity; May not be awarded or perform Work as a contractor, supplier, Subcontractor, or consultant under an agreement 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 thirty-six (36) months following the date of being placed on the convicted list.

In addition, the Manatee County Code of Laws prohibits the award of any quote to any person or entity who/which has, within the past five (5) years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Procurement Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible matter.

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to do business with Owner to execute and file with the Procurement 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 such a record and is therefore eligible to seek and be awarded business with Owner. 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 Public Contracting and Environmental Crimes Certification form is attached herein for this purpose.

SECTION A INFORMATION TO QUOTERS

A.17 QUOTE FORMS

Quotes must be submitted on the provided forms, although additional pages May be attached. **Quoters must fully complete all pages of the quote forms. Quote forms must be executed by an authorized signatory who has the legal authority to make the quote and bind the company. Quoters must fully comply with all requirements of this ITQ in its entirety.** Failure to comply shall result in quoter being deemed nonresponsive.

A.18 AGREEMENT FORMS

The Agreement resulting from the acceptance of a quote shall be in the form of the Agreement stated in this ITQ, which is attached herein.

A written notice confirming award or recommendation thereof will be forwarded to the successful quoter accompanied by the required number of unsigned counterparts of the Agreement. Within ten (10) days thereafter, successful quoter shall sign and deliver the required number of counterparts of the Agreement with any other required documents to Owner. (Note: Agreement must be approved in accordance with Chapter 2-26 of the Manatee County Code of Laws and the Administrative Standards and Procedures Manual approved by the County Administrator).

A.19 LEGAL NAME

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

When quoter is a partnership, the Quote Form shall be signed in the name of the firm and by all partners required under the terms of the partnership agreement. When a corporation is a quoter, the authorized corporate officers shall sign.

Quoters who are corporations or limited partnerships shall provide a certified copy of their permit to transact business in the State of Florida, preferably along with the quote form, or within forty-eight (48) hours after request by Owner.

When submitting a quote as a joint venture, it must have filed paper documents with the Division of Profession's Construction Industry Licensing Board prior to submitting a quote.

A.20 DISCOUNTS

Any and all discounts must be incorporated in the prices contained in the quote and not shown separately. The prices indicated on the quote form shall be the prices used in determining award.

A.21 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 his quote for any sales or service taxes. Nothing herein shall affect the quoter's normal tax liability.

SECTION A

INFORMATION TO QUOTERS

A.22 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the ITQ documents, all equipment, materials and articles provided shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the ITQ 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.

A.23 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. Failure to perform accordingly may, in Owner's sole discretion, be deemed a material breach of the resulting Agreement, and shall constitute grounds for Owner's immediate termination of the resulting Agreement.

A.24 ROYALTIES AND PATENTS

The successful quoter shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services being furnished. Successful quoter shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall save Owner harmless from loss on account thereof, including costs and attorney's fees.

A.25 AMERICANS WITH DISABILITIES ACT

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

A.26 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, Owner hereby notifies all Quoters that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for quote award.

A.27 MBE/DBE

The State of Florida Office of Supplier Diversity provides the certification process and the database for identifying certified MBE/DBE 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.

A.28 MATHEMATICAL ERRORS

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. In the event the dollar amount for contract contingency is omitted, it will be added to the total price of the quote. All quotes shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

SECTION A

INFORMATION TO QUOTERS

A.29 SUBCONTRACTORS, SUPPLIERS AND OTHERS

The identity of Subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) May be requested by Owner for each quote item from any of the Quoters; and the quoter shall respond within five (5) days after the date of such request. Such list shall be accompanied by an experience statement with pertinent information regarding similar Work and other evidence of qualification for each such Subcontractor, supplier, persons or organization if requested by Owner. If Owner, after due investigation, has reasonable objection to any proposed Subcontractor, supplier, other person or organization, Owner May, before the notice of intent to award is given, request the successful quoter to submit an acceptable substitute without an increase in Contract Sum or Contract Time.

If successful quoter declines to make any such substitution, Owner May award the resulting Agreement to the next lowest qualified quoter that proposes to use acceptable Subcontractors, suppliers, and other persons who Owner does not make written objection to. Successful quoter shall not be required to employ any Subcontractor, supplier, other person or organization who successful quoter has reasonable objection to.

Subcontractors shall be bound by the terms and conditions of the resulting Agreement insofar as it applies to their Work, but this shall not relieve the successful quoter from the full responsibility to Owner for the proper completion of all Work to be executed under the resulting Agreement.

A.30 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this ITQ become "Public Records", and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119.

Quotes become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the quote shall be conducted at the public quote opening.

If Owner rejects all quotes and concurrently notices its intent to reissue the solicitation, the rejected quotes are exempt from public disclosure until such time as Owner provides notice of an intended decision concerning the reissued solicitation or until Owner withdraws the reissued solicitation. A quote is not exempt for longer than twelve (12) months after the initial notice rejecting all quotes.

Pursuant to Section 119.0701, Florida Statutes, in any Agreement entered into by Owner wherein the successful quoter is acting on behalf of Owner, successful quoter must:

- a. Keep and maintain public records that ordinarily and necessarily would be required by Owner in order to perform the service.

SECTION A

INFORMATION TO QUOTERS

- b. Provide the public with access to public records on the same terms and conditions that Owner would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to Owner all public records in possession of successful quoter upon termination of the awarded Agreement and/or PO and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements.

All records stored electronically must be provided to Owner in a format that is compatible with Owner's information technology systems.

A.31 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 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 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 quote announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the County Commission or County Administrator, or where such suspension is, in the opinion of the County Attorney, required by law.

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

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

SECTION A

INFORMATION TO QUOTERS

A.32 VENDOR REGISTRATION

Registering your business with Manatee County will enhance our opportunities to identify sources for goods and services, plus identify local businesses. This information is used for soliciting quotations up to \$250,000.00 and for competitive solicitations of larger purchases.

Our staff can assist you with your registration as needed. Our office hours are 8:00 A.M. to 5:00 P.M., Monday through Friday on regular business days. Please call (941) 749-3014 if you wish to have a Procurement staff member assist you.

Quick steps to registration:

www.mymanatee.org/Procurement

A link to Vendor Registration is listed on the Procurement Division's web page under "Register as a Vendor". Click on "Vendor Registration Form" for on-line input.

Registration is not mandatory; however, by taking the time to register, you are helping Owner to provide timely notification of quotation, quote and proposal opportunities to your business.

A.33 BE GREEN

All Quoters 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 have a reduced adverse effect on the environment.** Where all other evaluative factors, including local preference policies, are otherwise equal, such policies and practices will be a determinative factor in the award decision.

Provide detail of your organization's initiative and its ability to meet the goal of environmental sustainability.

A.34 ePAYABLES

Manatee County and Clerk of the Circuit Court have partnered to offer the ePayables program, which allows payments to be made to vendors via credit cards. The Clerk will issue a unique credit card number to each vendor; the card has a zero balance until payments have been authorized.

After goods are delivered or services rendered, vendors submit invoices to the remit to address on the purchase order according to the current process. When payments are authorized, an email notification is sent to the vendor. The email notification includes the invoice number(s), invoice date(s), and amount of payment. There is no cost for vendors to participate in this program; however, there May be a charge by the company that processes your credit card transactions.

If you are interested in participating in this program, please complete the ePayables Application attached herein and return the completed form via email to Ms. Lori Bryan, Supervisor at lori.bryan@manateeclerk.com.

SECTION A
INFORMATION TO QUOTERS

NOTE: ANY OR ALL STATEMENTS CONTAINED IN THE FOLLOWING SECTIONS: SCOPE OF WORK, QUOTE SUMMARY, CONSTRUCTION AGREEMENT FOR STIPULATED SUM, AND GENERAL CONDITIONS OF THE CONSTRUCTION AGREEMENT, WHICH VARY FROM THE INFORMATION TO QUOTERS, SHALL HAVE PRECEDENCE.

END OF SECTION A

SECTION B
SCOPE OF WORK

B.01 SCOPE OF WORK

It is the intent of Manatee County to establish an agreement to secure, on an “**as required**” basis, AS4000 Ammonium Sulfate 40% solution for delivery to the Manatee County Southwest Waste Water Reclamation Facility (SWWRF) located at 5160 65th St. W., Bradenton, FL 34210. It is the specific purpose of this ITQ to establish an annual agreement in order to secure the cost and availability.

B.02 ASSIGNMENT OF CONTRACT

The successful vendor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of his right, title, or interest therein, or his power to execute such Agreement, or to assign any monies due or to become due there under to any other person, firm or corporation unless first obtaining the written consent of the County. The giving of such consent to a particular subcontractor assignment shall not dispense with the necessity of such consent to any further or other assignment.

B.03 BLANKET ORDER

Blanket Purchase Order(s) shall be issued as a result of this ITQ. A Blanket Purchase Order number, only when accompanied by a valid Release Order number provided by an authorized County department, will authorize purchases under this contract.

Each invoice must indicate the Blanket Purchase Order number followed by a valid Release Order number. The vendor is not authorized to proceed with, and will not be compensated for, any work that is not authorized by a valid Release Order Number issued by the County.

B.04 PRICES & TERM

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

B.05 PAYMENT (Net 45)

Payment will be made by the County within 45 days after services have been rendered, accepted, and an approved. Invoices must reference the Blanket Purchase Order number, Release Order number and shall have a listing of the dates and delivery points for which payment is requested.

B.06 CONTRACT TERM

This contract shall be for a period of one year, commencing from the date of issuance of the Blanket Purchase Order, unless extended or terminated as provided in this ITQ document.

SECTION B
SCOPE OF WORK

B.07 EXTENSION

It is the intent of the County to include this product in a comprehensive solicitation for other water treatment chemicals in one year's time. However, the County may need to extend this agreement in order to match up with the comprehensive solicitation. If not cancelled by the Vendor or the County, this term agreement be extended beyond the one (1) year term of the contract on a "quarter by quarter" basis. The extension will adhere to the prices, terms, specifications and conditions of this agreement unless mutually agreed to by both parties at the time of an extension. Extensions shall be processed by way of a change order to the Blanket Purchase Order.

B.08 CANCELLATION

Any failure of the contractor to furnish or perform the Work (including commencement of the Work, supplying sufficient skilled workers or suitable materials or equipment) in accordance with the contract, the County may order the stop of the Work, or any portion thereof, until the cause for such order has been eliminated. If the vendor persistently fails to perform the Work in accordance with the contract, the County reserves the right to terminate the contract and select the next qualified quoter or re-advertise this procurement in part or in whole.

It is mutually agreed that any award made as a result of this ITQ may be canceled by the Contractor upon 90 days written notice by Certified Mail to the County. However, the County is hereby authorized to procure, in accordance with the prices quoted, continual services during this 90 day interim.

The County reserves the right to terminate a contract (or item award) by giving 30 days written notice of intention to terminate if at any time the Contractor fails to abide by or fulfill any of the terms and conditions of the contract.

B.09 UNSUCCESSFUL SERVICES

In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the County and given a time frame to correct the work. There will be no cost to the County for these corrections. If work is not corrected, or if the Contractor fails to perform any required service within the time frame given, the County reserves the right to obtain the service of an alternate Contractor. Repetitive unsatisfactory performance may result in the termination of the contract and a transfer of the award to the next lowest responsive and responsible Quoter.

SECTION B
SCOPE OF WORK

B.10 INDEMNIFICATION

The successful contractor 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.

END OF SECTION B

SECTION C
MINIMM TECHNICAL SPECIFICATIONS

C.01 **PRODUCT DESCRIPTION**

The successful vendor shall provide, on an "as needed" basis, AS4000 Ammonium Sulfate 40% solution as a source of ammonia for the formation of chloramines to disinfect treated water. This product shall comply with AWWA standard B302-16 (<https://www.awwa.org/store/productdetail.aspx?productid=58392229>) and meet all NSF/ANSI 60 requirements and be certified by NSF as meeting those requirements (<http://www.nsf.org/services/by-industry/water-wastewater/water-treatment-chemicals/nsf-ansi-standard-60>).

C.02 **DELIVERY**

All deliveries to the SWWRF shall be FOB Destination and pre-arranged between the successful quoter and the County representative. Failure to respond within the time specified may result in materials being ordered from and delivered by others and/or termination of award.

The County expects to need shipments of 5,000 gallons per delivery. The sequence of deliveries may as often as monthly or every other month. Quantities as listed on the Quote Form are an estimate of use and are in no way a guarantee of the annual gallons to be ordered.

Successful Bidder shall provide a separate delivery ticket for each delivery, which indicates the quantity of product delivered, and obtain authorized County signature at the time of delivery. At least one copy of the delivery ticket shall be left with County employee for each delivery.

END OF SECTION C

SECTION D

QUOTE SUMMARY

D.01 MINIMUM QUALIFICATIONS OF QUOTERS

The successful quoter shall have been in this line of business for at least three (3) years and be registered to do business in the state of Florida. In addition, the quoter shall have a HAZMAT license from DOT for hazardous materials handling/transport, and shall comply with all DOT HAZMAT regulations in 49CFR, Parts 100-185. **Quoter shall submit a copy of their HAZMAT license with their quote.**

After award, Successful Bidder shall have a continuing obligation to notify Manatee County in writing within forty-eight (48) hours of receiving any notice of violation during the agreement period. Depending on the severity of the violation, Manatee County shall reserve their right to utilize the cancellation clause as outlined in Article B.08 of this ITQ.

D.02 BASIS OF AWARD

Award shall be to the lowest, responsive and responsible quoter having the lowest total on the Quote Form. Quoted prices shall include costs for furnishing all labor, equipment and/or materials for the completion of the Work in accordance with and in the manner set forth and described in the ITQ documents to the County's satisfaction.

Whenever two or more quotes are equal with respect to price, the quote received from a local business shall be given preference in award.

Whenever two or more quotes are equal with respect to price, and all other evaluative factors are otherwise equal, including local preference policies, if the company provides documented environmentally preferable "green" products, materials, or supplies, they shall be given preference in award.

Whenever two or more quotes which are equal with respect to price are received, and neither of these quotes are from a local business, and neither of these quotes provides documented "green" products, the award shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the Procurement Division's to the public.

END OF SECTION D

QUOTE FORM**DATE DUE:** January 11, 2018 @ 3:00 pm

To: Manatee County Procurement
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205
Attention: George Earnest, CPPB Buyer
Email to: George.earnest@mymanatee.org
Or via Fax @ (941) 749-3034

RE: ITQ 18R067904GE, AS 4000 AMMONIUM SULFATE 40% SOLUTION

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 the INVITATION TO QUOTE.

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 contractor shall be required to pay for any and all procurement costs, damages, and attorney fees as incurred by the County.

COMPANY'S NAME: _____

Address: _____

Date: _____

AUTHORIZED SIGNATURE(S): _____

Printed Name and Title of Signer

EMAIL: _____

TELEPHONE: (____) _____ FAX: (____) _____

FLORIDA BUSINESS REGISTRATION NUMBER: _____

NUMBER OF YEARS COMPANY HAS BEEN IN BUSINESS: _____

Acknowledge Addendum Nos. _____ Dated: _____

ATTACHMENT "A"
STATEMENT OF NO QUOTE

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

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

We, the undersigned, have declined to quote on ITQ No.: 18R067904GE for AS 4000 AMMONIUM SULFATE 40% SOLUTION, for the following reason(s):

- ☐ Specifications too restrictive, i.e., geared toward one brand or manufacturer.
- ☐ Insufficient time to respond
- ☐ We do not offer this product or service
- ☐ Our schedule would not permit us to perform
- ☐ Unable to meet specifications
- ☐ Unable to meet Bond requirement
- ☐ Specifications unclear (explain below)
- ☐ Unable to meet insurance requirements
- ☐ Remove us from your "Bidders List"
- ☐ Other (specify below)

REMARKS:

We understand that if we do not submit a Quote and this Statement of No Quote is not executed and returned, our name May be deleted from your Bidders List for this commodity or service.

Company Name: _____

Company Address: _____

Telephone: _____

Date: _____

Signature: _____

 (Print or type name and title of above signer)

END OF ATTACHMENT "A"

Attachment "B"**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION****SWORN STATEMENT PURSUANT TO ARTICLE 5, SECTION 2-26-54,
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 a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County 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 the County's Procurement Director, 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 and 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 judgement has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the County's Procurement Director. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the County.

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

_____ My commission expires

Notary Public Signature

[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.

END OF ATTACHMENT "B"