



MANATEE COUNTY FLORIDA

REQUEST FOR QUOTATION #14-0720BS

DRY POLYMER – WASTEWATER TREATMENT CHEMICAL

DATE ISSUED: January 29, 2014

DUE DATE: February 13, 2014 at 3:00pm

Manatee County Government
Purchasing Division, Suite 803
1112 Manatee Avenue West
Bradenton, FL 34205

For Information Contact: Bonnie Sietman, Senior Buyer
P 941.749.3046 F 941.749.3034
bonnie.sietman@mymanatee.org

TABLE OF CONTENTS:

General Terms & Conditions	Pages 2-6
Specific Terms & Conditions	Page 7
Minimum Technical Specifications	Page 8-11
Basis of Award	Page 12
Quotation Form	Pages 13-14
Calculation Disclosure	Page 15
Polymer Test Results (performed after quotation due date)	Page 16-17
Testing Request Form (to be filled out by the Vendor to schedule test date)	Page 18
Offer of No Quote (1 page)	Attachment A (page 19)
Manatee County Local Preference Law and Vendor Registration	Pages 20-22
Public Contracting and Environmental Crime Form (2 pages)	Attachment B (pages 23-24)

TESTING: Testing will be performed after the Quote Opening Due Date. Each quoter will be notified of the time and date for testing. (Reference page 9)

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

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.

CLARIFICATION

It shall be the responsibility of all quoters to request any additional clarification of the contents herein. Clarification deadline is February 7, 2014 at 3:00. Clarification will be furnished by written addendum from Purchasing. Quoters shall not accept any verbal or telecommunication explanation as authorized clarification of the contents herein. Any request for an inspection tour(s) shall be by appointment only (thru Purchasing) and prior to the clarification deadline.

Important Note: A prohibition of Lobbying has been enacted. Please review paragraph (page 4) carefully to avoid violation and possible sanctions.

AUTHORIZED TO RELEASE 

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 supplier, by virtue of submitting name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. The supplier'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.

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 supplier 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 Supplier 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.

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.**

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

supplier 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 supplier shall refund to Manatee County any money which has been paid for same. The supplier will be responsible for attorney fees in the event the supplier defaults and court action is required.

QUOTE EXPENSES

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

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 supplier shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services he is furnishing. Supplier 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. Exempt Cert. No. 59-78-0089K and FL Sales Tax Exempt Cert. No. 51-02-027548-53C); 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.

INSURANCE

The Supplier will not commence work under a contract until the Supplier has obtained all insurance under this section and such insurance coverage as might be required by the County. The Supplier shall obtain, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

- a. Workers' Compensation/Employers' Liability
Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Workers' Compensation Act or any other coverage required by the contract documents which are customarily insured under Part One of the standard Workers' Compensation Policy.
Part Two - The minimum amount of coverage for the coverage required by the contract documents which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

<u>\$100,000</u>	(Each Accident)
<u>\$500,000</u>	(Disease-Policy Limit)
<u>\$100,000</u>	(Disease-Each Employee)

b. Commercial General Liability

The limits are to be applicable only to work performed under this contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 03) to a Commercial General Liability Policy with the following minimums:

Products/Completed Operations Aggregate	<u>\$2,000,000</u>
Personal and Advertising Injury	<u>\$1,000,000</u>
Each Occurrence	<u>\$ 300,000</u>
Fire Damage (Any One Fire)	<u>\$1,000,000</u>
Medical Expense (Any One Person)	<u>\$1,000,000</u>

c. Business Auto Policy

Each Occurrence Bodily Injury and Property Damage Liability Combined	<u>\$500,000</u>
Annual Aggregate (If Applicable)	Three Times Each Occurrence Limit

d. Owners Protective Liability Coverage

The minimum OPC Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the quoter(s) shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability coverage. The limits afforded by the OPC Policy and any excess policies shall apply only to the Owner and the Owner's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

e. Certifications of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the Purchasing Manager 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 quote number, project title and location of project. Insurance shall remain in force at least one year after completion and acceptance of the project by the County, in the amounts and types as stated herein, including coverage for all products and services completed under this contract.

ADDITIONAL INSURED: - The successful Supplier shall specifically name Manatee County, a political subdivision of the State of Florida, as additional insured on the insurance certificate for commercial general liability and auto liability where required.

Complete Policies – The entire and complete insurance policies required herein shall be provided to the County on request.

If the initial insurance expires prior to the completion of operations and/or services by the Supplier, renewal certificates of insurance and required copies of policies shall be furnished by the Supplier and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.

Nothing herein shall in any manner create any liability of the County in connection with any claim against the Supplier for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the Supplier or his sureties to the County or to any workers, Suppliers, material men or employees.

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 annual agreement to procure, on an "as required" basis Dry Polymer, for delivery to the wastewater treatment facilities within Manatee County. It is the specific purpose of this quotation to establish an agreement for the required services to secure the cost and availability for procurement.

BLANKET ORDER

Blanket Purchase Order shall be issued as a result of this Request for Quotation. A Blanket Purchase Order number, when accompanied by a valid Release Order number provided by an authorized County employee will authorize purchases on an "As Required Basis".

PAYMENT

Within forty-five (45) days after completion of services by the Vendor, acceptance by the County, and presentation of an appropriate invoice, the County shall pay the total amount due. Payment invoices shall indicate both the Blanket Purchase Order number and the Release Order number.

PRICES

Quoters shall quote each/unit pricing. The prices quoted shall remain firm for the first twelve (12) months and be used for payment and shall be deemed to include payment in full for all transportation, labor, equipment, mileage, fuel, and hazmat charges.

PRICE ADJUSTMENTS FOR RENEWAL PERIODS

Prices shall remain firm for the first twelve month term. Requested price changes may be adjusted on the anniversary date of award of this agreement provided that upon review by the County of vendor supplied manufacturer documentation a price increase may be warranted. If the County should consider said increase unwarranted or unreasonable, the County reserves the right to terminate the agreement with the vendor and select a second vendor or re-advertise.

RENEWAL AND TERMINATION

If not cancelled by the Vendor or the County, the awarded Blanket Purchase Order(s) shall be automatically renewed beyond the first 12-month agreement for two (2) additional 12-month periods, not to exceed thirty-six (36) months provided there are no changes in prices, terms, or conditions.

REGULATIONS

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

SECURITY

Vendor shall check with and comply with the Manatee County Wastewater Treatment Facilities security requirements for deliveries and drivers. Minimal requirements are that deliveries will be accepted only from a driver who has a photo copy of their driver's license on file with the County. The Vendor shall provide driver's name, license number, and photo.

WARRANTY, MAINTENANCE SERVICE, AND SUPPORT

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 specification listed in this quotation, the vendor shall pick up the product from the County at no expense to the County. Also, the vendor shall refund to Manatee County any money which has been paid for same. The vendor shall be responsible for attorney fees in the event the Vendor defaults and court action is required.

MINIMUM TECHNICAL SPECIFICATIONS
SOUTHEAST WATER RECLAMATION
AND
NORTH COUNTY WATER RECLAMATION
FACILITIES - ONLY

SCOPE OF WORK

Quotes are solicited on behalf of Manatee County for the purpose of establishing an annual agreement with a qualified Vendor to provide dry polymer for thickening waste activated sludge and dewatering the sludge after digestion. Locations of the facilities:

Manatee County, Southeast Water reclamation Facility, 3331 Lena Road, Bradenton, FL 34211
Manatee County, North County Waste Water Treatment Facility, 8500 69th Street East, Palmetto, FL 34221

QUANTITIES

The exact quantities of the required materials cannot be determined at this time. This quotation may result in similar quantities of purchases, however, this is not guaranteed.

Estimated annual quantities: Southeast WRF – annual usage - Aerobic – 28,600 Pounds
North County WRF – annual usage – Aerobic – 11,000 Pounds

Purchase order / Release order shall be issued on an “as required” basis. It is anticipated that each order will be a minimum of 40 – 50# bags.

CANCELLATION

It is mutually agreed that any award made as a result of this quotation may be cancelled by the Vendor upon ninety (90) days written notification by Certified mail to the County. However, the County is hereby authorized to purchase, in accordance with the prices quoted, any quantity of materials during this ninety (90) day interim provided the County requests delivery during this period.

The County reserves the right to terminate an agreement (or item award) by giving thirty (30) days written notice of intention to terminate if at any time the Vendor 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.

If the operating usage of the awarded polymer increases significantly (sustained 20% increase) compared to the field test evaluation, the County may ask the vendor to recommend another polymer to be used. If the Vendor cannot supply a new product which can meet the performance criteria, the County reserves the right to obtain the material elsewhere. If a product change is made, the vendor shall supply a new material safety data sheet. Changing products during the agreement does not alter any other terms and conditions of the agreement.

If for any reason during the agreement period, the polymer selected in the performance testing fail to meet performance standards, the County has the option of requiring this agreement. Polymer used in the testing and polymer furnished to the County as part of this agreement shall be equivalent. The County may reject polymer that does not meet specifications. Any costs incurred for the removal or replacement of polymer that does not meet specifications is the responsibility of the vendor.

DELIVERY

All deliveries shall be made between the hours of 8am and 3pm, Monday through Friday, excluding holidays, unless otherwise agreed to by buyer’s representative. Twenty-four hour notice shall be required on all large shipments (i.e. truckloads requiring material handling equipment).

Vendor shall provide a separate delivery ticket for each delivery and shall obtain authorized signatures from each location. A minimum of one copy of the delivery ticket shall be left with authorized designee.

MATERIAL SAFETY DATA SHEETS

It shall be the responsibility of the awarded quoter, upon notification of award, a Material Safety Data Sheet (MSDS) for all toxic substances in accordance with Florida Statutes Chapter 442, The Right To know Law, which mandates on-site MSDS for all toxic substances appearing in the work place.

TEST PROCEDURE

Testing of the vendor's proposed project, affords the vendors the opportunity to demonstrate the cost effectiveness and overall efficacy of their products. Manatee County anticipates setting aside five working days after Quote Opening to allow Quoters the opportunity to make shipping arrangements and have their proposed product sent to the County's facility to prepare for the testing. The County's representative shall schedule the testing date with the Quoter(s). There shall be only one test per polymer per Quoter. Each Quoter shall supply one fifty (50) pound bag of polymer for each polymer to be tested at each location. Quoters will be allowed to test up to two (2) different polymers at each Facility.

- All costs for testing will be borne by the Quoter.
- The same belt filter press and polymer system will be used to test each vendor's polymer, unless equipment failure requires a different belt filter press be used.
- Operations of the equipment shall be performed by County personnel, with adjustments in belt speed and polymer feed controlled by vendor. Vendor can inspect the equipment prior to testing.
- Jar tests are not required, however, if any vendor wishes to conduct jar tests, for the purposes of determining which of their products they will choose to bid, they may contact the following individuals at each facility to collect their samples for testing:
 - Southeast Facility: _____ name, _____ title,
_____ telephone number, _____ extension,
Monday through Friday between the hours of 8:00am and 2:00pm except on holidays
 - North County Facility: _____ name, _____ title,
_____ telephone number, _____ extension,
Monday through Friday between the hours of 8:00am and 2:00pm except on holidays
 - THE VENDOR WILL BE EXPECTED TO BRING WITH THEM WHATEVER EQUIPMENT OR CONTAINERS THEY REQUIRE TO JAR TEST THEIR PRODUCT (S).
- The vendor shall expect to start between 8:00am and 9:30am.
- The plants normally use a polymer concentration of 0.25%, however, if through sludge analysis the vendor feels a different polymer concentration will produce a better sludge product the operator will use that concentration. Once it is decided what the concentration will be, the operation will calculate the amount of product needed to produce a correct batch. The product will be weighed out on a scale provided by the County and then added to the polymer system. Once the batch is made the product will be mixed for the amount of time specified by the County.
- When the product is ready to be used, testing will begin and run for a period of one and one half (1.5) hours. The vendor will be expected to line out the equipment and finish sampling within this period.
- The sludge feed rate for each plant will match the rate they would normally run during a typical day of pressing. The Vendor can adjust the polymer feed rate and belt speed.
- Once the equipment is lined out and the vendor is ready to begin testing the first set of samples will be collected, one of each parameter; belt filter press feed, filtrate, and cake. After thirty minutes the second set will be collected, and thirty minutes later the third and last set of samples will be collected finishing the test. From start to finish, sampling should take one hour. This leaves the vendor thirty minutes to line out his polymer feed.

POLYMER

Vendor will only be allowed to submit bids on the polymer to be tested by the County.

- Vendor will supply, at vendor's expense, fifty (50) pounds of polymer to run test at 0.25% or the concentration the vendors concludes would work best with their product to each facility. The County representative will provide delivery instruction at time of test scheduling.
- County will remove a sample of polymer from the test polymer, in the presence of test representatives, for the County to use for comparison with future shipments.
- Vendor will provide product data sheets and safety information on the day of testing.
- Products that, in the judgment of the County do not perform in a satisfactory manner (i.e., excessive odor, foam, clogging, and performance not meeting required standards) will be rejected.
- The product shall produce suitable thickened and dewatered sludge in accordance with the minimum performance criteria.
- The Quoter shall demonstrate adequate quality assurance and quality control. The quality of the product quoted shall be traceable to quality assurance and quality control testing and documentation provided by the Quoter.
- Any Quoter who feels that their polymer was not given a full performance evaluation needs to state in writing with specific reasons to the Purchasing Office, not later than three days after receiving their testing results.

SLUDGE

- Sludge will range between 1.0 to 3.5 percent Total Solids from the digesters to the belt press.

TEST EQUIPMENT

- Vendor shall use existing polymer system for test
- All equipment will be operated and supervised by County operators
- Sludge flow rate will be determined by existing flow meters
- Polymer flow rate will be determined by % solution and amount used, by measuring the mixing volume
- Vendor will determine belt speeds and will be allowed to make adjustments

PERFORMANCE SPECIFICATIONS

Southeast Water Reclamation Facility

- Filtrate – 85% recovery minimum
- Cake – 15% total solids minimum
- Sludge Feed Rate – 50 to 100 GPM minimum
- Polymer Feed Rate – vendors choice
- Polymer Feed Concentration – vendors choice

North County Water Reclamation Facility

- Filtrate – 85% recovery minimum
- Cake – 14% total solids minimum
- Sludge Feed Rate – 25 to 50 GPM minimum
- Polymer Feed Rate – vendors choice
- Polymer Feed Concentration – vendors choice

TRAINING

- Quote prices shall include at least five days of technical consultations and training in the usage of the polymer, safety procedures, and testing required to obtain optimum performance.

TEST SAMPLES AND ANALYSIS

- All test samples will be analyzed in the County laboratories
- Before testing begins, the vendor will be allowed to inspect tanks and equipment and verify that equipment has been properly cleaned and are in satisfactory condition.
- Sample containers will be labeled and samples collected by County representative only
- Samples will be labeled according to polymer test sheet with the following information:
 1. Date
 2. Sample (Cake, Feed, Filtrate)
 3. Polymer test custody sheet number
 - Cake will be tested for % Total Solids
 - Feed will be tested for % Total Solids
 - Filtrate will be tested for Total Solids
- Laboratory results will be provided to each respective vendor
- Performance calculations will be based on laboratory result numbers
- Performance numbers will be based on best laboratory results (sets 1-3)
- The vendor is responsible for removing from the testing Facilities any unused polymer, empty drums, and any other incidentals belonging to the vendor. These shall be removed from the Facility within two weeks after the completion of the testing.

PERMITS, LICENSES, AND REGULATIONS

All permits and licenses necessary for the performance of the services shall be secured and paid for by the Vendor. The Vendor shall possess appropriate licenses for the services proposed herein.

BASIS OF AWARD

QUOTE REQUIREMENTS

Testing will not begin until after Quote Due date. The County will perform polymer evaluations for vendors who have submitted quotes on the dates and times scheduled by the County. The purpose of the evaluation is to establish the pounds of dry polymer required per ton of recovered sludge.

Quote submittal should include:

1. Product literature; detail product specification
2. Certificate of Conformance from the manufacturer stating the product meets all applicable standards
3. Total solids, viscosity, and density shall be specified for each product
4. Quote Form stating the price of each product per pound, delivered

AWARD DETERMINATION

Award will not be evaluated until after testing of proposed products has been completed. The method to determine polymer efficacy for quote comparison and award purposes will be to generate a polymer response curve on each of the products submitted by the vendor. Once a curve is generated, the most probable dosage in polymer pound per dry ton required to meet the parameters listed in PERFORMANCE SPECIFICATIONS (page 10) for each plant will be used to calculate polymer quote price per dry ton solids.

BASIS OF AWARD

Award will be made, for each facility, to the most responsive, responsible quoter(s) meeting specifications for the best performing product and having the lowest **evaluated unit cost** for providing polymer to each facility. Included in the evaluation will be the chemical safety, thickened sludge quality solids recovery, and how compatible the polymer is with the Facility equipment. The polymer cost effectiveness and polymer efficacy will be the main criteria the County will utilize for award.

It is the intent of the County to place orders with the lowest priced responsive, responsible quoter(s) who can provide the products at the time needed. However, the County reserves the right to place orders with other vendors in the event of an urgent, immediate need and the availability of the products requested cannot be met by the lowest price vendor at the time of need.

Whenever two or more quotes which are equal with respect to price, quality and service are received, a quote received from a local business shall be given preference in award. Whenever two or more quotes which are equal with respect to price, quality and service are received, and both quotes or neither of these quotes are received from a local business, the award shall be determined by a chance drawing conducted by the purchasing office and open to the public.

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.

QUOTATION FORM

REQUEST FOR QUOTATION #14-0720

DRY POLYMER – WASTEWATER TREATMENT CHEMICAL

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

Required Completed Documentation:

Quotation Form (pages 13-14), Testing Request Form(s) (page 18), local preference (if applicable), and Attachment B (pages 23-24). Please return documentation, signed, no later than February 13, 2014 at 3:00pm via fax, e-mail or hand carried.

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

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: _____

Company Name: _____

QUOTATION FORM

REQUEST FOR QUOTATION #13-2240BS

DRY POLYMER – WASTEWATER TREATMENT CHEMICAL

Manatee County will multiply the pounds of polymer per ton of recovered sludge obtained through testing by the Quote Price listed on the Quote Form by the vendor. The derived result will be the polymer cost per ton of recovered sludge meeting specifications. (Note: Quoter has option of proposing two type polymers per Facility)

LOCATION	MANUFACTURER/BRAND	QUOTE PRICE OF DRY POLYMER PER POUND
SOUTHEAST FACILITY (Aerobically Digested)	1)	\$
	2)	\$
NORTH COUNTY FACILITY (Aerobically Digested)	1)	\$
	2)	\$

Note: Services shall commence no more than _____ calendar days after receipt of Purchase Order or as notified by the County's representative. (Not to exceed 10 days to commence.)

Company Name: _____

CALCULATION DISCLOSURE

The award will be made based on the ability to meet each of the quality parameters identified by the County and then the lowest cost of polymer per dry ton of sludge processed.

The following calculation will be used by the County for determining the best performing product for the least amount of dollars expended:

1. POUND OF FEED SOLIDS

= (average % feed solids x 10,000) (gallons feed solids/1,000,000) x 8.34

2. POUNDS OF SOLIDS IN FILTRATE

= average mg/l solids in filtrate x (gallons feed solids/1,000,000) x 8.34

3. POUNDS OF CAKE SOLIDS PROCESSED

= pounds of feed solids - pounds of solids in filtrate

4. PERCENT RECOVERY

= pounds of cake solids processed/pounds of feed solids

5. POUNDS OF POLYMER IN A 750 GALLON BATCH

= 750 GALS X 8.34 X (% POLYMER CONCENTRATION)

6. POUNDS OF POLYMER USED DURING TEST.

= Inches of polymer used X LBS/Inch of poly

7. POUNDS OF POLYMER/TON RECOVERED SLUDGE

= pounds of polymer used during testing
(pounds of cake solids processed/2,000 lbs)

8. POLYMER COST/TON RECOVERED SLUDGE

= (pounds of polymer/ton recovered sludge) x bid price of polymer/pound.

POLYMER TEST RESULTS

**PAGES 16 AND 17 SHALL BE COMPLETED BY MANATEE COUNTY
BASED ON COUNTY TESTING OF CUSTOMER SUPPLIED POLYMER(S)**

TESTING LOCATION: _____

DATE: _____

POLYMER COMPANY: _____

POLYMER TESTED: _____

CONCENTRATION OF POLYMER: _____ %

PRESS USED: BFP# _____

SLUDGE TOTALIZER: _____

METER MULTIPLIER- _____

START: _____

STOP: _____

GALLONS: _____

LABORATORY RESULTS

	SET 1	SET 2	SET 3
% FEED	_____	_____	_____
% CAKE	_____	_____	_____
MG/L FILTRATE	_____	_____	_____

INCHES OF POLYMER USED DURING TEST = _____ INCHES

QUOTE PRICE OF POLYMER / POUND= \$ _____

COMMENTS: _____

NOTE: The best of the three (3) test results meeting specifications will be used for evaluation.

POLYMER CALCULATIONS

1. POUNDS OF FEED SOLIDS

$$= (\text{average \% feed solids} \times 10,000) \quad (\text{gallons feed solids}/1,000,000) \times 8.34$$

$$\boxed{} \times 10,000 \boxed{} / 1,000,000 \times 8.34 =$$

$$\text{POUNDS OF FEED SOLIDS} = \boxed{}$$

2. POUNDS OF SOLIDS IN FILTRATE

$$= \text{average mg/l solids in filtrate} \times (\text{gallons feed solids}/1,000,000) \times 8.34$$

$$\boxed{} / 1,000,000 \times 8.34 =$$

$$\text{POUNDS OF SOLIDS IN FILTRATE} = \boxed{}$$

3. POUNDS OF CAKE SOLIDS PROCESSED

$$= \text{pounds of feed solids} - \text{pounds of solids in filtrate}$$

$$\boxed{} - \boxed{} =$$

$$\text{POUNDS OF CAKE SOLIDS PROCESSED} = \boxed{}$$

4. PERCENT RECOVERY

$$= \text{pounds of cake solids processed} / \text{pounds of feed solids}$$

$$\boxed{} / \boxed{} =$$

$$\text{PERCENT RECOVERY} = \boxed{}$$

5. POUNDS OF POLYMER IN A 750 GALLON BATCH

$$= 750 \text{ GALS} \times 8.34 \times (\% \text{ POLYMER CONCENTRATION})$$

$$750 \times 8.34 \times \boxed{} = \boxed{} \text{ LBS}$$

50	INCHES/BATCH
<input type="text"/>	LBS/INCH OF POLY
	LBS/GAL OF POLY

6. POUNDS OF POLYMER USED DURING TEST.

$$= \text{Inches of polymer used} \times \text{LBS/Inch of poly}$$

$$\boxed{} \text{ Inches} \times \boxed{} =$$

$$\text{lbs of polymer used during test} = \boxed{}$$

7. POUNDS OF POLYMER/TON RECOVERED SLUDGE

$$= \frac{\text{pounds of polymer used during testing}}{\text{pounds of cake solids processed}/2,000 \text{ lbs}}$$

$$= \frac{\boxed{}}{\boxed{}} \text{ Lbs of poly/ Ton recovered}$$

8. POLYMER COST/TON RECOVERED SLUDGE

$$= (\text{pounds of polymer/ton recovered sludge}) \times \text{bid price of polymer/pound.}$$

$$\boxed{} / \boxed{} =$$

$$\text{POLYMER COST/TON RECOVERED SLUDGE} = \boxed{} \$$$

BFP Cake % TS

**PAGES 16 AND 17 SHALL BE COMPLETED BY MANATEE COUNTY
BASED ON COUNTY TESTING OF CUSTOMER SUPPLIED POLYMER(S)**

TESTING REQUEST FORM

TO: Bonnie Sietman - Senior Buyer
Manatee County Purchasing
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205
bonnie.sietman@mymanatee.org

REFERENCE: RFQ #14-0720BS Polymer – Wastewater Treatment Chemical

**VENDOR SHALL FILL OUT (print) THE FOLLOWING REQUEST AND EMAIL TO
bonnie.sietman@mymanatee.org TO SCHEDULE POLYMER PRODUCT FOR TESTING
(ONE FORM FOR EACH PRODUCT – MAXIMUM OF TWO:**

Contact Name: _____

Company: _____

Address: _____

City/State: _____

Phone: _____ Fax: _____

E-Mail address: _____

REPLY FROM MANATEE COUNTY

ATTENTION: _____

TESTING DATE HAS BEEN SCHEDULED FOR: _____

LOCATION: _____

MANATEE COUNTY LAB CONTACT NAME & PHONE NUMBER:

ALL VENDORS ARE ENCOURAGED TO FOLLOW-UP TO ENSURE RECEIPT OF THEIR REQUEST FORMS. MANATEE COUNTY IS NOT RESPONSIBLE FOR NON-RECEIPT OF TEST REQUEST FORMS OR A VENDOR'S INABILITY TO BE PRESENT AT THE APPOINTED TIME AND DATE. ALL APPOINTMENT DATES FOR TESTING ARE FIRM. VENDORS ARE ENCOURAGED TO RESCHEDULE OTHER COMMITMENTS SHOULD A CONFLICT ARISE.

Attachment "A"

STATEMENT OF NO OFFER

REQUEST FOR QUOTATION #14-0720BS

DRY POLYMER – WASTEWATER TREATMENT CHEMICAL

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 #14-0720BS, 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)

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

F.01 Vendor Registration

All vendors are encouraged to register with Manatee County using the on-line "Vendor Registration" web page on www.mymanatee.org.

Enclosed is a copy of the current Manatee County law that details the County's Local Preference and definition of a Local Business.

If you assert that your firm meets the stated definition of a Local Business, we ask that in addition to registering on the County's Web page, you fill out the attached "Affidavit As To Local Business Form" that is included in this section of the quote, have the completed document notarized, and mail the original to the following address: Manatee County Administration Center, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

Your cooperation in 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.

You will note that Manatee County collaborates with the Manatee Chamber of Commerce, posting quotes on www.manateechamber.com as well as using the same vendor categories for registration.

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 purchasing staff member assist you.

Quick steps to on line registration: www.mymanatee.org

A link to "Purchasing" is listed under the "Quick Links" on page one of this County Web Site. On the left hand side of the Purchasing Web page, click on "Vendor Registration."

This will bring up the Vendor Registration form for on-line input. Please note that the definition of a "Local Business" changed on March 17, 2009. The Web page will be updated to include the current Law which has been provided in this section of the quote.

Thank you for reviewing this information and considering registering your business with Manatee County. Registration is not mandatory; however, by taking the time to register, you are helping the County to provide timely notifications of quotation, quote, and proposal opportunities to your

F.02 Section 2-26-6. Local preference, tie quotes, local business defined.

(a) Whenever a responsible local business quoter and a responsible non-local business quoter are found, upon the opening of quotes, to have both submitted the lowest responsive quote, the quote of the local quoter shall be awarded the contract. Should more than one responsible local business quoter match the responsible non-local business quoter's lowest responsive quote, or should no responsible local business quoter match the lowest responsive quote but two or more responsible non-local business quoters submit lowest responsive quotes for equal amounts, then the award of the contract shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the purchasing office and open to the public. Any quoters seeking to be recognized as local businesses for purposes of this local business preference provision may be required by the terms of the quote announcement to certify they meet the definition of local business set forth in this section, and to register as a local business with the county in the manner prescribed by the county to facilitate the county's ability to track the award of contracts to local businesses and to allow the county to provide future notifications to its local businesses concerning other quoting opportunities.

(b) Nothing herein shall be deemed to prohibit the inclusion of requirements with respect to operating and maintaining a local place of business in any invitation for quotes when the quoter's location materially affects the provisions of the services or supplies that are required by the invitation.

(c) 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.

(d) Each solicitation for quotes made by the county shall contain terms expressly describing the local business preference policies of the county, and shall provide that by electing to submit a quote pursuant to a request for quotes, all quoters are deemed to understand and agree to those policies.

(e) For all contracts for architecture, professional engineering, or other professional services governed by Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, the county shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

(f) Local preference shall not apply to the following categories of contracts:

1. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
2. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;
3. Purchases or contracts 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;
4. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;
F.02 Section 2-26-6. Local preference, tie quotes, local business defined. (Continued)
5. 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.

(g) To qualify for local preference under this section, a local business shall certify to the County that it:

1. Has not within the five years prior to the quote announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;
2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the quote announcement;
3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

Ref: Ordinance 09-21 and 09-23 PASSED AND DULY ADOPTED in open session, with a quorum present and voting, on the 17th day of March, 2009.

MANATEE COUNTY GOVERNMENT - AFFIDAVIT AS TO LOCAL BUSINESS
(Complete and Initial Items B-F)

A. Authorized Representative

I, [name] _____, am the [title] _____ and the duly authorized representative of: [name of business] _____, and that I possess direct personal knowledge to make informed responses to these certifications and the legal authority to make this Affidavit on behalf of myself and the business for which I am acting; and by electing to submit a quote pursuant to this Request for Quotation, shall be deemed to understand and agree to the local business preference policies of Manatee County; and that I have the direct knowledge to state that this firm complies with all of the following conditions to be considered to be a Local Business as required by the Manatee County Code of Law, Section 2-26-6.

B. Place of Business: I certify that the above business is legally authorized to engage in the sale of goods and/or services and has a physical place of business in Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one (1) fulltime employee at that location. The physical address of the location which meets the above criteria is: _____ [Initial] _____

Business Phone Number: _____

Email Address: _____

C. Business History: I certify that business operations began at the above physical address with at least one fulltime employee on [date] _____ [Initial] _____

D. Criminal Violations: I certify that within the past five years of the date of this Quote announcement, this business has not admitted guilt nor been found guilty by any court or local, state or federal regulatory enforcement agency of violation of any criminal law or administrative regulation regarding fraud. [Initial] _____

E. Citations or Code Violations: I certify that this business is not currently subject to any unresolved citation or notice of violation of any Manatee County Code provision, with the exception of citations or notices which are the subject of a legal current appeal within the date of this quote announcement. [Initial] _____

F. Fees and Taxes: I certify that this business is not delinquent in the payment of fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, with the exception of those which are the subject of a current legal appeal. [Initial] _____

Each of the above certifications is required to meet the qualification of "Local Business" under Manatee County Code of Law, 2-26-6.

Signature of Affiant _____

STATE OF FLORIDA COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by (name of person making statement).

(Notary Seal) Signature of Notary: _____

Name of Notary: (Typed or Printed) _____

Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____

Submit executed copy to Manatee County Purchasing - Suite 803 - 1112 Manatee Avenue West - Bradenton, FL 34205

Attachment "B"

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE 6,
MANATEE COUNTY PURCHASING 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 quoters or prospective quoters in restraint of freedom of competition, by agreement to quote 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 Purchasing 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 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 the County's Purchasing 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 _____.

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.