



**MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION #14-2791-DS
MAINTENANCE OF TRAFFIC**

DATE ISSUED: September 5, 2014

DUE DATE: September 22, 2014 at 3:00 PM

Clarification of Question Deadline: September 16, 2014 at 2:00 pm

Acceptable methods of receipt:

Email Address: donna.stevens@mymanatee.org
FAX: (941) 749-3034
US MAIL to: Manatee County Purchasing Division
(RFQ#14-2791-DS)
1112 Manatee Avenue West, Suite 803, Bradenton FL 34205

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Manatee County invites your participation in the following quotation. The specifications stated herein are of the minimum requirements. All quotes submitted must 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 entitles organized under the laws of the State of Florida or authorized to conduct business in the State of Florida.

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

FOR CLARIFICATION/INFORMATION CONTACT:

donna.stevens@mymanatee.org

Authorization to release DMS 9/5/14

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PURPOSE

It is the intent of Manatee County (County) to purchase on an "**as required**" basis, a turnkey service for Maintenance of Traffic (MOT) on road closures, whether scheduled or emergency at various locations within the County. It is the specific purpose of this quote to establish an annual Blanket Purchase Order. The Successful Quoter shall provide all labor, equipment, materials, and services inclusive of a traffic control plan, for the Maintenance of Traffic as specified by the Manatee County Utilities Department in accordance with all pertinent regulations and specifications.

Manatee County reserves the right to add to or delete items.

Successful Quoter must comply with the most current version of the Work Traffic Control Handbook (W.A.T.C.H), the Florida Department of Transportation Procedure 625-010-010-h, paragraph 4.3 and the Manual of Uniform Traffic Control Devices (M.U.T.C.D.). The MUTCD is published by the Federal Highway Administration (FHWA) under 23 Code of Federal Regulations (CFR), Part 655, Subpart F.

SCOPE OF SERVICES REQUIRED:

- a. Provide 24 hour service for Maintenance of Traffic (MOT) support, scheduled or emergency.
- b. Engineer and design Maintenance of Traffic plan for road closures.
- c. Submittal of Maintenance of Traffic plan for approval and advertising to the proper authority (State or County).
- d. Upon plan approval, set up any message board to give advanced notice to the Public of upcoming Maintenance of Traffic or road closure. (Note: there is a ten day notice before a road closure for scheduled maintenance).
- e. On date of road closure, set up all needed signage, barricades, and lights that are required to complete the job in full.
- f. Maintain all of the Maintenance of Traffic for duration of job. Checking daily that the lights and signage are working and in place.
- g. Demobilization of the Maintenance of Traffic operation when no longer required or on the scheduled date of road opening.

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SPECIFICATIONS

Vendor must submit quotes strictly in accordance with the Request for Quote specifications.

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 Quote shall be made through the Manatee County Purchasing Division. 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.

LOBBYING

After the issuance of any Request for Quotation, prospective Quoters, or any agent, representative or person acting at the request of such quoter shall not contact, communicate with or discuss any matter relating in any way of the Request for Quote with any officer, agent, or employee of Manatee County other than the Purchasing Official or as directed in the Request for Quotation. This prohibition includes the act of carbon copying officers, agents or employees of Manatee County on email correspondence. This requirement begins with the issuance of any Request for Quote, and ends upon execution of the final Contract or when the quotation has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code of Laws Chapter 2-26.

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.

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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.** Provide detail of your organization's initiative and its ability to meet the goal of environmental sustainability as an attachment to your quote submittal.

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. **85-8012622206C-6**), therefore, the Contractor is prohibited from delineating a separate line item in his quote for any sales or service taxes. Nothing herein shall affect the Contractor's normal tax liability.

MATHEMATICAL ERRORS (Unit Based Quotation)

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

ENCLOSURE

Public Entity Crime Affidavit (Form No. PUR: 7068) shall be submitted complete with all quotes in excess of \$ 10,000.

The Statement of No Offer (Attachment C) shall be submitted if applicable.

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 responsive 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 attached specifications 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 Quote. 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

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RESERVED RIGHTS (Continued)

reserves the right to make such investigation as it deems necessary to determine the ability of any quoter to furnish the 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.

APPLICABLE LAWS

Quoters 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 any Manatee County procurement shall be in accordance with Manatee County Purchasing Ordinance as amended. Any actual or prospective Quoter who is aggrieved in connection with the solicitation or award of a Contract may protest to the Board of County Commissioners of Manatee County as required in Manatee County Code of Laws.

CODE OF ETHICS

With respect to this quote, if any Quoter violates, directly or indirectly, the ethics provisions of the Manatee County Purchasing Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Quoter will be disqualified from eligibility to perform the work described in this Request for Quote, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids or bids to supply goods or services to, Manatee County. By submitting a quote, the Quoter represents to the County that all statements made and materials submitted are truthful, with no relevant facts withheld. If a Quoter is determined to have been untruthful in its quote or any related presentation, such Quoter will be disqualified from eligibility to perform the work described in this Request for Quote 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 the County that all statements made and materials submitted are truthful, with no relevant facts withheld.

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COLLUSION

By offering a submission to this Quotation, the Quoter certifies that he has not divulged, discussed or compared their 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 bidder 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 accepting bona fide employees or established commercial agencies maintained by Quoter for purpose of doing business.

LEGAL NAME

Quotes shall clearly indicate the **legal name, address, telephone number and email address** of the Quoter. Quotes shall be signed as indicated on the Quote Form. The signer must have the authority to bind the Quoter to the submitted Quote.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

In accordance with the provisions of Title VI of the Civil Rights Act of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, Manatee County hereby notifies all prospective offerors 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 an Award of Contract.

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BASIS OF AWARD

Award will be made to the responsive, responsible quoter having the lowest grand total price for the specifications (Inclusive of all necessary labor, equipment, and material to perform all services described in the Purpose).

Release Orders shall be based upon the requirement of individual projects and shall be made on an "as required" basis.

Whenever two (2) or more quotes are equal with respect to price, quality and service, the quote received from a local business shall be given preference in award. Whenever two (2) or more quotes which are equal with respect to price, quality and service are received and both quotes and 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 duly licensed and authorized to engage in the sale of goods or services to be procured, which has a place of business in Manatee County with full time employees at the location.

BLANKET ORDER

An authorized blanket purchase order may be issued as a result of this quotation. A blanket purchase order is defined as an agreement issued to a specific supplier to address recurring dollar purchases of consumable supplies or services for a specific period of time. A blanket purchase order number, when accompanied by a valid written release order provided by an authorized County department, will authorize work on an "as required" basis, bound by the terms and conditions herein.

The Successful Quoter is not authorized to proceed with, and will not be compensated for, any work that is not authorized by a valid written release order issued by the County.

Perform no work unless a valid written release order is provided by the County.

Prior to submitting an invoice the Successful Quoter must complete to the acceptance of the County any and all close out activities.

All invoices must reference in detail the following.

- **The name and address of the project**
- **The blanket purchase order number**
- **The release order number**
- **The bid item numbers and unit price**
- **The quantity for each item and extended price**

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ASSIGNMENT OF BLANKET PURCHASE ORDER

Successful Quoter shall not assign, transfer, convey, sublet or otherwise dispose of this Blanket Purchase Order or of his right, title, or interest therein, or his power to execute such Blanket Purchase Order, 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

QUANTITIES

Exact quantities of to be procured under the Blanket Purchase Order(s) cannot be determined at this time. Release Orders will be issued on an **“as required basis” by the County**, this may include all or part of the quantities specified, or may result in additional quantities. The quantities listed are estimated and only given as a guideline for preparing your Quote and should not be construed as representing actual quantities to be purchased.

DELIVERY TIME EMERGENCY and NON EMERGENCY

Emergency situation response time to commence Maintenance of Traffic shall be within **four (4) hours**. Emergency situation for this solicitation is defined as conditions, or circumstances, presenting a threat to the health, welfare or safety of one or more persons, or presenting a risk of significant financial loss to the County, as determined by the Board of County Commissioners or pursuant to policies adopted by the Board of County Commissioners. Non-Emergency is defined as Maintenance/Repair of a Utility infrastructure that would be scheduled at least 10 days before work is to commence.

PRICES & TERM

Quoters shall bid unit prices, F.O.B. Destination, including all discounts in accordance with the quantity of unit indicated on the Bid Form.

CONDITIONS FOR FIRST PRIORITY SERVICE

Quoter agrees that in conditions when a local emergency has been declared by the County, that Manatee County shall be granted a “first priority” basis for the purchase of Maintenance of Traffic items and securing appropriate labor.

BLANKET PURCHASE ORDER TERM

This agreement shall be for a period of **two (2) years** commencing from date of award, unless renewed or terminated as provided in this quote document.

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RENEWAL

Provided that there are no changes in terms, or conditions, the Blanket Purchase Order shall be automatically extended/renewed beyond the first **twelve (12) month** Blanket Purchase Order period for an additional twelve (12) month's period not to exceed total agreement duration of **twenty four (24) months**. Written notice of intention not to renew must be submitted by the Successful Quoter 90 days prior to the end of the agreement period.

CANCELLATION

The Purchase Order (Contract) shall be subject to immediate cancellation, if either product or service does not comply with the specifications, terms, or conditions stated herein. Products or services which do not comply with the specifications, terms or conditions stated herein **will** be returned and no payment for such defective items shall be due.

PAYMENT

Payment for all work performed from the County approved release order shall be in accordance with Florida Statute 255.073.

OVERTIME WORK

Only Work specified by the County as requiring overtime work hours **will** be subject to **an overtime rate**. Any Work done by the Successful Quoter during overtime hours, but not specified as required by the County will be considered normal hours and normal hourly rate (s) shall be applied. Overtime Work shall be defined as that Work performed on Saturday, Sunday and national holidays and all work performed between the hours of **5:01P.M. and 6:59 A.M.** An overtime rate shall be included on the bid form that will include all equipment, materials, labor and maintenance of traffic (MOT) required taking all the necessary precautions for the protection of the Work and the safety of the public.

WITHDRAWAL OF OFFERS

Contractors may withdraw offers as follows: a) Mistakes discovered before the opening of a solicitation may be withdrawn by written notice from the Quoter submitting the offer. This request must be received in the office designated for receipt of offers in the solicitation document prior to the time set for delivery and opening of the offers. A copy of the request shall be retained and the unopened offer returned to the Contractor. B) After the responses to a solicitation are opened or a selection has been determined, but before a Contract is signed, a Contractor alleging a material mistake of fact may be permitted to withdraw their offer if: (1) the mistake is clearly evident on the solicitation document; or (2) the quoter submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw an offer must be in writing and approved by the Purchasing Official.

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INDEMNIFICATION

The 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.

SUBCONTRACTORS, SUPPLIERS and OTHERS

Subcontractors shall be bound by the terms and conditions of this Blanket Purchase Order insofar as it applies to their Work, but this shall not relieve the prime Successful Quoter from the full responsibility of the County for the proper completion of all Work to be executed under this Blanket Purchase Order.

The employment of unauthorized aliens by any Successful Quoter is considered a violation of Section 274 (e) of the Immigration and Employment Act. If the Successful Bidder(s) knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the resulting Blanket Purchase Order.

Any subcontracts to be proposed are subject to prior approval by the County.

QUALIFICATIONS OF QUOTER

Each person/company submitting a quote must secure all licenses required in accordance with Chapter 489 Florida Statutes). Each Quoter must supply with their quote a copy of their MOT advance class certificate holder.

NO DAMAGES FOR DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against County by reason of any delays. The Successful Quoter shall not be entitled to an increase in the total authorized Blanket Purchase Order price or payment or compensation of any kind from County or direct, indirect, consequential impact or other costs, expenses for damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the Successful Quoter for hindrance or delays due solely to fraud, bad faith, or active interference on part of County or its agents.

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NO DAMAGES FOR DELAY (Continued)

Otherwise, the Successful Quoter shall only be entitled to extensions of the time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

NO INTEREST

Any monies not paid by the County when claimed to be due to the Contractor under this Contract shall not be subject to interest including prejudgment interest. Any monies not paid by the County when claimed to be due to the Contractor for damages awarded in the case of construction delays shall not be subject to prejudgment interest.

REGULATIONS AND MATERIAL DISPOSAL (when applicable)

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.

INSURANCE COVERAGE

The Quoter will not commence work under a contract until all insurance under this section, and such insurance coverage as might be required by the County, has been obtained. The Contractor shall obtain, and submit to the Purchasing Division within ten (10) calendar days from the date of Notice of Intent to award, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy) shall be as follows:

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 Worker's Compensation Act, or any other coverage required by the resulting Contract Documents which are customarily insured under Part One of the standard Worker's 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 Worker's Compensation Policy shall be:

Part Two

| | | |
|----|-----------|-------------------------|
| \$ | 1,000,000 | (Each Accident) |
| \$ | 500,000 | (Disease-Policy Limit) |
| \$ | 100,000 | (Disease-Each Employee) |

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INSURANCE COVERAGE (Continued)

b. Commercial General Liability

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

| | |
|--|-------------|
| General Aggregate: | |
| Products/Completed Operations Aggregates | \$1,000,000 |
| Personal and Advertising Injury | \$1,000,000 |
| Each Occurrence | \$1,000,000 |
| Fire Damage (Any One Fire) | \$Nil |
| Medical Expenses (Any One Person) | \$Nil |

ADDITIONAL INSURED: Manatee County, a political subdivision of the State of Florida, shall be specifically named as additional insured on the Commercial General Liability Policy.

c. Business Auto Policy

| | |
|--|--------------|
| Each Occurrence Bodily Injury and Property | |
| Damage Liability Combined | \$ 1,000,000 |
| Annual Aggregate (If Applicable) | \$ 1,000,000 |

ADDITIONAL INSURED: Manatee County, a political subdivision of the State of Florida, shall be specifically named as additional insured on the Business Auto Policy.

d. Certificates of Insurance Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Official 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 and title of the project All insurance

policies required herein shall be issued by companies that are authorized to do business under the laws of the State of Florida and hold an A.M. Best rating of A- or better. Insurance, as specified herein,

d. Certificates of Insurance Copies of Policies

shall remain in force and effect for the duration of the project including any warranty periods

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INSURANCE COVERAGE (Continued)

- e. Complete Policies: The entire and complete insurance policies herein shall be provided to the County on request.

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

- f. By way of its submission of a Quote hereto, Quoter:

1. Represents that Quoter maintains, and will maintain during the terms of any arising from this solicitation, insurance coverage from responsible companies duly authorized to do business in the State of Florida and deemed acceptable to County, as set forth in the solicitation, and
2. Agrees that, insurance should not be cancelled without thirty (30) days' notice to County and must be endorsed to provide same. Failure of Quoter to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a Material Breach of the resulting Contract, which may result in immediate termination.

- i. Certification Requirements In order for the certificate of insurance to be accepted it must comply with the following:

1. The certificate holder shall be:
**Manatee County, Board of Commissioners, a political
subdivision of the State of Florida
P.O. Box 1000
Bradenton, FL 34206-1000**
2. Certificate shall be mailed to:
**Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
Attn: Donna M. Stevens, Contract Specialist**

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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.

DISCOUNTS

Any and all discounts must 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).

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, Manatee County hereby notifies all prospective offerors 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 an award of contract.

SCHEDULE OF VALUES

Unit Prices shall be established for this contract by the submission of a schedule of values. The Contractor shall submit a Schedule of Values within **ten days** of Notice to Proceed date. The Schedule shall include quantities and prices of items equaling the total Price and will subdivide the Work into component parts in sufficient detail to serve as a basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of work. Upon request of the County, the Contractor shall support the values with data which will substantiate their correctness.

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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 **ninety (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.

QUOTE EXPENSES

All expenses for making Quotes to the County are to be borne by the Quoter.

COSTS INCURRED IN RESPONDING

This solicitation does not commit the County to pay any costs incurred in the submission of quotes or make necessary studies or designs for the preparation thereof, nor to procure or contract for the equipment.

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

A person or affiliate who has been placed on the State's convicted vendor list following a conviction for a public entity crime. As that term is defined in Florida Statute (F.S.) § 287.017 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 Contract 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 Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible matter. To insure 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 such a record and is therefore eligible to seek and be awarded business with the County. In the course 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 for this purpose.

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FORCE MAJEURE

Delays in any performance by any party contemplated or required hereunder due to fire, flood sinkhole, earthquake or hurricane, acts of God, unavailability of materials, equipment or fuel, war, declaration of hostilities, revolt, civil strife, altercations or commotions, strike, labor dispute, or epidemic, archaeological excavation, lack of or failure of transportation facilities, or any law, order, proclamation, regulation, or ordinance of any government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated, shall be deemed to be events of Force Majeure and such delays shall be excused. In the event such party is delayed in the performance of any Work or obligation pursuant to the Blanket Purchase Order for any of the events of Force Majeure stated in this section.

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. Once the vendor receives the email, the credit card has been authorized to be charged for the amount listed in the email. When the vendor charges the full amount authorized in the email, the card will return to a zero balance until the next payment is authorized.

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 Form D, ePayables Application and return the completed form via email to Ms. Lori Bryan, Supervisor at lori.bryan@manateeclerk.com.

End of Section

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION**Vendor Registration**

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

Enclosed are a copy of the current Manatee County law that details the County's Local Preference and the County's 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, 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 bids 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 registration: www.mymanatee.org

A link to "Purchasing" is listed under "Quick Links" on page one of the 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 bid.

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, bid and proposal opportunities to your business.

Section 2-26-6. Local preference, tie bids, local business defined.

(a) Whenever a responsible local business bidder and a responsible non-local business bidder are found, upon the opening of bids, to have both submitted the lowest responsive bid, the bid of the local bidder shall be awarded the contract. Should more than one responsible local business bidder match the responsible non-local business bidder's lowest responsive bid, or should no responsible local business bidder match the lowest responsive bid but two or more responsible non-local business bidders submit lowest responsive bids 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 bidders seeking to be recognized as local businesses for purposes of this local business preference provision may be required by the terms of the bid 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 bidding 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 bids when the bidder'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 bid that for at least six (6) months prior to the announcement of the solicitation of bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employees at that location.

(d) Each solicitation for bids 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 bid pursuant to a request for bids, all bidders 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;

**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 bid pursuant to this Invitation for Bids, 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 Laws, 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] _____

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 Bid 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 bid announcement.
[Initial] _____

F. Fees and Taxes: I certify that within 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 legal current appeal. [Initial] _____

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

Signature of Affiant _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 2014, 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 Division, Suite 803, 1112 Manatee Avenue W.,
Bradenton, FL 34205.**

**MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION #14-2791-DS
SWWRF North Lake Fill Valve Station Control Repair/Replacement**

DATE DUE: September 22, 2014 at 3:00 PM

To: Manatee County Purchasing Division
1112 Manatee County Government
Bradenton, Florida 34205
Attention: **Donna M. Stevens/ RFQ #14-2791-DS**

We, the undersigned hereby declare that we have reviewed the quote documents and with full knowledge and understanding of the aforementioned, herewith submit our quote. We understand that the specifications documents and general conditions in their entirety are made a part of any agreement or contract between the County of Manatee and the successful Quoter.

We propose to furnish, Manatee County, the services required to perform required and as defined in accordance with the attached documents and specifications'.

In accordance with the technical specifications, as specified herein, at the following price:

We understand that all the items on the following pages may or may not be used during the Work and my quote price (for each item specified) shall establish the unit prices.

Communications concerning this Quote shall be addressed as follows: (complete all fields)

Quoters Name: _____

Mailing Address: _____

Telephone: () _____ **Fax:** () _____

Email Address: _____

I, _____ **attest that I have read, understand, and agree to the Local Preference policy of Manatee County.**

Acknowledge Addendum No.____ Dated: _____ Acknowledge Addendum No.____ Dated: _____

Acknowledge Addendum No.____ Dated: _____ Acknowledge Addendum No.____ Dated: _____

Authorized Signature(s): _____

Name and Title of Above Signer(s): _____

Date: _____

QUOTE FORM
RFQ #14-2791-DS
MAINTENANCE OF TRAFFIC

| No. | FDOT NUMBER | ITEM DESCRIPTION | QUANTITY | UNIT OF MEASURE | UNIT PRICE \$ | TOTAL PRICE \$ |
|-----|-------------|---|----------|-----------------|---------------|----------------|
| 1. | 102-74-1 | Work Zone Signs | 1 | Daily | \$ | \$ |
| 2. | | Type III/w- Light | 1 | Daily | \$ | \$ |
| 3. | 102-74-2 | Barricade (Temporary) Types I, II, VP, Cones (LCD not Included) | 1 | Daily | \$ | \$ |
| 4. | | Stop/Slow Paddle | 1 | Daily | \$ | \$ |
| 5. | | Attenuator/Crash Truck | 1 | Daily | \$ | \$ |
| 6. | | Solar Arrow Board | 1 | Daily | \$ | \$ |
| 7. | | Solar Variable Message Board | 1 | Daily | \$ | \$ |
| 8. | 102-76 | Barricade (Temporary Type III) | | Daily | \$ | \$ |
| 9. | 102-77 | Panels Arrow Advance Warning | 1 | Daily | \$ | \$ |
| 10. | 102-79 | High Intensity Flashing Lights (Temp - Type B) | 1 | Daily | \$ | \$ |
| 11. | 102-89-7 | Lights Barrier Wall Mount Temp Type C | 1 | EA | \$ | \$ |
| 12. | | Temporary Crash Cushion, Redirective Option | 1 | EA | \$ | \$ |
| 13. | | Water Barrier Wall (15 Day Minimum) | 1 | LS | \$ | \$ |
| 14. | | Concrete Barrier Wall (15 day minimum) | 1 | LS | \$ | \$ |
| 15. | | Steady Burn Light for Fencing and or Barrier Wall | 1 | Daily | \$ | \$ |
| 16. | | Installation of Barrier Wall | 1 | EA | \$ | \$ |
| 17. | | Basic Set-up MOT | 1 | EA | \$ | \$ |
| 18. | | Basic Breakdown MOT | 1 | EA | \$ | \$ |
| 19. | | Basic Road Closure/Detour Routes Set-up | 1 | EA | \$ | \$ |
| 20. | | Basic Road Closure/Detour Route Breakdown | 1 | EA | \$ | \$ |

BIDDER: _____

AUTHORIZED SIGNATURE: _____

QUOTE FORM
RFQ #14-2791-D5
MAINTENANCE OF TRAFFIC

| No. | FDOT NUMBER | ITEM DESCRIPTION | QUANTITY | UNIT OF MEASURE | UNIT PRICE \$ | TOTAL PRICE \$ |
|-----|--------------|--|----------|-----------------|---------------|----------------|
| 21. | | Delivery/Pick-up MOT | 1 | EA | \$ | \$ |
| 22. | | Mobilization Post Mount Sign | 1 | EA | \$ | \$ |
| 23. | 102-99 | Changeable Variable Meassage Sign Based on 1-15 Day Rental | 1 | Daily | \$ | \$ |
| 24. | | Changeable Variable Meassage Sign Based on 30 Day Rental | 30 | Daily | \$ | \$ |
| 25. | | Changeable Variable Meassage Sign Based on 45 Day Rental | 45 | Daily | \$ | \$ |
| 26. | | Changeable Variable Meassage Sign Based on 60 Day Rental | 60 | Daily | \$ | \$ |
| 27. | | Changeable Variable Meassage Sign Based on 75 Day Rental | 75 | Daily | \$ | \$ |
| 28. | | Truck Mounted Attenuator with Operator Portal-Portal 4 hr min. | 1 | HOUR | \$ | \$ |
| 29. | Flag Op. | Total 3 technicians includes delivery/set up/ 8 hours on site/mobilization and demobilization | 3 | LS | \$ | \$ |
| 30. | | Light Tower | 1 | EA | \$ | \$ |
| 31. | Lane Closure | Single lane closure per I613 inclusive of initial delivery along with set up/demobilization (pickup along with delivices per (not on Interstate) | 1 | LS | \$ | \$ |
| 32. | | Daily Rate for line # 31 devices (min. 3 hrs) | 1 | DAILY | \$ | \$ |
| 33. | | FDOT Information Sign 4" x 6" Standard MUTCD only Temporary Stands | 1 | F & I | \$ | \$ |
| 34. | | FDOT Information Sign 4" x 6" Standard MUTCD only Post Mount Stands | 1 | F & I | \$ | \$ |
| 35. | | FDOT Information Sign 5" x 10" Standard MUTCD only Temporary Stands | 1 | F & I | \$ | \$ |
| 36. | | FDOT Information Sign 5" x 10" Standard MUTCD only Post Mount Stands | 1 | F & I | \$ | \$ |
| 37. | | MOT Plans (ATSSA-Certified) | 1 | Page | \$ | \$ |
| 38. | | MOT Plans (Engineer-Certified) | 1 | Page | \$ | \$ |
| 39. | | Delivery/pickup each way | 0-50 | Miles | \$ | \$ |
| 40. | | Delivery/pickup each way | 51-99 | Miles | \$ | \$ |

BIDDER: _____

AUTHORIZED SIGNATURE: _____

QUOTE FORM
RFQ #14-2791-DS
MAINTENANCE OF TRAFFIC

| No. | FDOT NUMBER | ITEM DESCRIPTION | QUANTITY | UNIT OF MEASURE | UNIT PRICE \$ | TOTAL PRICE \$ |
|--|-------------|--|----------|-----------------|---------------|----------------|
| 41. | | Delivery/pickup each way | 100 | Miles | \$ | \$ |
| 42. | | Certified Flagger - 6 HR Minimum per Flagger | 1 | EA | \$ | \$ |
| 43. | | MOT Assistant- On Site 6 Hr min | 1 | EA | \$ | \$ |
| 44. | | Work Zone Traffic Control Supervisor | 1 | HOUR | \$ | \$ |
| | | | | | | |
| TOTAL CONTRACT AWARD for MAINTENANCE OF TRAFFIC | | | | | \$ | \$ |

BIDDER: _____

AUTHORIZED SIGNATURE: _____

STATEMENT OF NO OFFER

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

Acceptable methods of return:

EMAIL-----see front of Request for Quote.

FAX----- (941) 749-3034

MAIL TO:

**Manatee County Purchasing Division
Attention: Donna M. Stevens
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205**

We, the undersigned, have declined to quote on RFQ#14-2791-DS, 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 PLEASE PRINT

Company Name _____

Company Address _____

Telephone: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)

**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION
SWORN STATEMENT PURSUANT TO ARTICLE V,
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 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 Purchasing Official, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

(Cont'd.)

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 Official. 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 _____ 2014 by

Personally known _____ OR Produced identification

[Type of identification]

Notary Public Signature My commission expires: _____

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

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

LABEL TO AFFIX TO OUTSIDE OF PACKAGE (if mailing)

Cut along the outside border and affix this label to your Quote envelope to identify it. Be sure to include the name of the company submitting the Quote where requested.

LABEL TO AFFIX TO OUTSIDE OF QUOTE PACKAGE

QUOTE PACKAGE

CONTRACTOR: _____
REQUEST FOR QUOTE NO: **14-2791-DS**
QUOTE TITLE: Maintenance of Traffic
DUE DATE/TIME: _____



R. B. "Chips" Shore

CLERK OF THE CIRCUIT COURT AND COMPTROLLER OF MANATEE COUNTY

1115 Manatee Avenue West, Bradenton, Florida 34205 - Phone (941) 749-1800 - Fax (941) 741-4082
P.O. Box 25400, Bradenton, Florida 34206 - www.manateeclerk.com

E PAYABLES APPLICATION

Company name _____

Contact person _____

Phone number _____

Email Address _____

FINANCE USE ONLY

Open orders: YES or NO

PEID _____

CREATE DATE _____

CONFIRMED WITH _____

Name and phone number

IFAS _____

BANK _____

INITIALS _____

Revised: June 26, 2013

Return completed form to:

Via email to: lori.bryan@manateeclerk.com

Via fax to: (941) 741-4011

Via mail:

PO Box 1000

Bradenton, FL 34206

"Pride in Service with a Vision to the Future"

Clerk of the Circuit Court – Clerk of Board of County Commissioners – County Comptroller – Auditor and Recorder