



MANATEE COUNTY
FLORIDA

INVITATION FOR BID
IFB #11-2119BS
GASOLINE AND DIESEL FUEL

DATE ISSUED: February 10, 2012

BID OPENING: March 13, 2012 at 3:00pm

Manatee County Government
Purchasing Division, Suite 803
1112 Manatee Avenue West
Bradenton, FL 34205
For Information Contact: Bonnie Sietman, Buyer
P 941.749.3046 F 941.749.3034
bonnie.sietman@mymanatee.org

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

Manatee County, a political subdivision of the State of Florida, (hereinafter "Manatee County" or the "County") will receive sealed bids 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 bidders to request any additional clarification of the contents herein. Clarification deadline is February 23, 2012 at 3:00pm. Clarification will be furnished by written addendum from Purchasing. Bidders shall not accept any verbal or telecommunication explanation as authorized clarification of the contents herein.

Important Note: A prohibition of Lobbying has been enacted. Please review paragraph A.22 carefully to avoid violation and possible sanctions.

AUTHORIZED TO RELEASE: _____

GENERAL INFORMATION

A.01 OPENING LOCATION

These bids will be publicly opened in the Manatee County Purchasing Office, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205 in the presence of County officials at the time and date stated. All bidders or their representatives are invited to be present.

A.02 BID INFORMATION AND BID DOCUMENTS

Manatee County Purchasing Division posts **notices of bid or proposal opportunities and addenda** on Purchasing Division's web page at <http://www.mymanatee.org> which can be accessed by clicking on the "Purchasing" button on the left side of the screen and then clicking on the "Bids and Proposals" button and **on the County's document distribution service** at <http://www.demandstar.com>.

Bid or Proposal documents and the Notices of Source Selection related to those Bids or Proposals are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "Bids and Proposals." You may view and print these files using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the County's web page if you do not have it.

Manatee County collaborates with the Manatee Chamber of Commerce on distributing solicitations using the RFP Tool web page on the Chambers website: <http://www.ManateeChamber.com> to post Bid and Proposal documents in a portable document format (.PDF) file. This step is in addition to the posting on Manatee County Government web pages.

Manatee County may also use an internet service provider to distribute Bids and Proposals. A link to that service <http://www.DemandStar.com>, is provided on this website under the Tab "DemandStar". Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Note: The County posts the Notice of Source Selection seven calendar days prior to the effective date of the award.

IT IS THE RESPONSIBILITY OF EACH VENDOR, PRIOR TO SUBMITTING THEIR BID or PROPOSAL, TO CONTACT THE MANATEE COUNTY PURCHASING OFFICE (see contact information on page one of this document) TO DETERMINE IF ADDENDA WERE ISSUED AND TO MAKE SUCH ADDENDA A PART OF THEIR BID or PROPOSAL.

A.03 BID FORM DELIVERY REQUIREMENTS

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their bid delivered to the Manatee County Purchasing Office for receipt on or before the stated time and date. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Office. Bids delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense.

A.04 CLARIFICATION & ADDENDA

Each bidder shall examine all Invitation for Bid 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 Invitation for Bids 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 Invitation for Bids, the County will attempt to notify all prospective bidders who have secured same, however, it shall be the responsibility of each bidder, prior to submitting their bid, 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 bid.

A.05 DISCLOSURE

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

Bids/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.

A.06 SEALED & MARKED

Three signed copies of your bid shall be submitted in one sealed package, clearly marked on the outside "Sealed Bid #11-2119BS – Gasoline and Diesel Fuel" with your company name. Address package to:

Bonnie Sietman, Buyer
Manatee County Purchasing Office
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205

A.07 LEGAL NAME

Bids shall clearly indicate the legal name, address and telephone number of the bidder. Bids shall be signed above the typed or printed name and title of the signer. The signer must have the authority to bind the bidder to the submitted bid.

A.08 BID EXPENSES

All expenses for making bids to the County are to be borne by the bidder.

A.09 IRREVOCABLE OFFER

Any bid may be withdrawn up until the date and time set for opening of the bid. Any bid 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 bids have been duly accepted by the County.

A.10 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the bid 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 each item or for all items combined, the bid of the lowest responsive, responsible bidder will be accepted, unless all bids are rejected. The lowest responsible bidder shall mean that bidder who makes the lowest bid 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 specifications or otherwise required by the County, and who is fit and capable to perform the bid as made.

To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the Invitation for Bids. To be a responsible bidder, the bidder 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 bidder to deliver the goods or service requested. Information the County deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

A.11 APPLICABLE LAWS

Bidder 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 Code of Laws, as amended. Any actual or prospective Bidder 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 Section 2-26/61 of the Purchasing Code.

A protest with respect to this Invitation For Bid shall be submitted in writing prior to the scheduled opening date of this proposal, unless the aggrieved person did not know and could not have been reasonably expected to have knowledge of the facts giving rise to such protest prior to the scheduled opening date of this bid. The protest shall be submitted within seven calendar days after such aggrieved person knows or could have reasonably been expected to know of the facts giving rise thereto.

A.12 CODE OF ETHICS

With respect to this bid, if any Bidder 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 Bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids or proposals for work or for goods or services for Manatee County.

The County anticipates that all statements made and materials submitted in a bid will be truthful. If a bidder is determined to be untruthful in its bid or any related presentation, such bidder may be disqualified from further consideration regarding this Invitation For Bid.

A.13 COLLUSION

By offering a submission to this Invitation for Bids, the bidder certifies that the bidder has not divulged, discussed or compared their bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to their own organization, that in connection with this bid:

- 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 bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to the scheduled opening, directly or indirectly to any other bidder or to any competitor;
- c. no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- d. the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid 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 bidder for purpose of doing business.

A.14 BID FORMS

Bids must be submitted on attached County forms, although additional pages may be attached. Bidders must fully comply with all bid documents and all terms and conditions. Failure to comply shall result in contract default, whereupon, the defaulting vendor shall be required to pay for any and all procurement costs, damages, and attorney fees as incurred by the County.

A.15 DISCOUNTS

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

A.16 TAXES

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

A.17 OPIS PRICE INFORMATION

The posted OPIS (Oil Price Information Service Report) as selected by the vendor, at the time of loading the product for delivery, shall be verified. The stated fixed markup per gallon and the fixed cost of transportation shall prevail in all calculations.

OPIS Gross CBOB Ethanol (10%) Prices 9.0 RVP
OPIS Gross Ultra Low Sulfur Distillate Prices
OPIS Tampa, Florida Rack

A.18 MATHEMATICAL ERRORS

Bids submitted shall be based on the quantities stated on the Bid Form. Quantities shall be used for the comparison of Bids. Payment to the Contractor will be made based on the actual quantity of fuel delivered 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 bids shall be reviewed mathematically and corrected, if necessary, using these standards prior to additional evaluation. Calculations shall be factored to the second decimal point.

A.19 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the specifications, 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 specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

A.20 MODIFICATION OF BID SPECIFICATIONS

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

A.21 AMERICANS WITH 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 Bid document at least twenty four (24) hours in advance of either activity.

A.22 LOBBYING

After the issuance of any Request for Proposals or Invitation for Bids, prospective bidders, proposers or any agent, representative or person acting at the request of such bidder or proposer shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposals or Invitation for Bids with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the Request for Proposals or Invitation for Bids. This prohibition begins with the issuance of any Request for Proposals or Invitation for Bids, and ends upon execution of the final contract or when the invitation or request has been canceled. 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 the Purchasing Office, in writing.

A.23 DISQUALIFYING CRIMINAL MATTERS; CERTIFICATION REQUIRED

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 s. 287.133, may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, 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 bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute [s. 287.017](#) for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor 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.

A.24 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.

A.25 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.

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

GENERAL TERMS AND CONDITIONS

B.01 CONTRACT FORMS

The agreement resulting from the acceptance of a bid shall be made by a purchase order(s) and be bound by the terms and conditions herein.

B.02 AUTHORIZED PRODUCT REPRESENTATION

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

B.03 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 bid, the vendor 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 vendor shall refund to Manatee County any money which has been paid for same. The vendor will be responsible for attorney fees in the event the supplier defaults and court action is required.

B.04 ROYALTIES AND PATENTS

The vendor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services he is furnishing. Vendor 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.

B.05 INDEMNIFICATION

The successful vendor 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.

B.06 REGULATIONS

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

SPECIFIC TERMS & CONDITIONS

C.01 PURPOSE

The purpose of this Invitation for Bid is to establish **multiple sources for the purchase of gasoline and diesel fuel on an annual basis on an "AS REQUIRED BASIS."**

C.02 PRICING BASE and BID PRICING

Bidders are to select a Pricing Base that is published daily for each product from the OPIS TAMPA, FL RACK Gross Ethanol or Gross Ultra Low Sulfur Distillate Fuel Prices posted notice.

The Bid Price is to be based on the Bidder selected Pricing Base per gallon at the time of the product loading for delivery, plus fixed markup expressed as currency, and a fixed transportation cost.

Regulated petroleum inspection fees, plus applicable Federal, State of Florida, or local option road use taxes shall be added at time of invoicing. No other charges shall be accepted.

EXAMPLE: Pricing Base selected: UBD Rack Average
Product Loaded on February 3, 2012 AM for delivery February 3, 2011

UBD Rack Average - Ethanol (10%) – Grade 87 9.0 RVO	\$2.8792/Gal
Fixed Bid Markup per gallon	.0250/Gal
Fixed Bid Transportation Cost	<u>.0070/Gal</u>
Total Delivered Price per Gallon:	\$2.9112/Gal

C.03 BLANKET ORDERS

Manatee County will issue multiple Blanket Purchase Orders as a result of the bid. The assigned Blanket Purchase Order number, when accompanied by a valid Release Order number provided by the County's Fuel Division, shall be used to authorize purchases on an "AS REQUIRED BASIS". The typical cycle for purchase vary by product and quantity; however most purchases occur on a weekly basis.

C.04 INVOICES AND DOCUMENTATION

Each invoice must state both **Blanket Purchase Order number**, the specific **Release Order number** and shall be documented with a copy of the OPIS TAMPA, FL Rack for Gross Ethanol or #2 Diesel - Ultra Low Sulfur Fuel Prices, showing the rate(s) at the time of loading the product for delivery.

C.05 QUANTITIES

The exact quantities of the required fuels cannot be determined at this time, but an estimated annual usage is stated. The multiple awards shall distribute the actual orders among vendors based on product availability, maintaining an established pattern of purchases to support multiple sources for allocations of fuel during periods of shortages, and emergencies.

In the event of nationwide or local shortages, the awarded vendors agree as a condition of the award to furnish the same percentage of product as may be furnished to any other purchaser providing that such agreement shall not contravene regulations which may be established by the Government of the United States.

C.06 DELIVERY TIME

The F.O.B. point shall be destination. The prices bid shall include all cost of packaging, transporting, delivery and unloading to designated point(s) within Manatee County.

Deliveries must be made within twenty-four hours after receipt of a Release Order (verbal or written).

All deliveries shall require documentation of the quantity of fuel delivered. Seller shall provide a separate delivery ticket/bill of lading for each delivery **and** fax (941-708-7512) or e-mail (fuel.services@mymanatee.org) a copy of the delivery ticket/bill of lading, and an invoice to Fuel Services at 941-708-7512 for County verification. Actual delivery address(s) shall be identified at time of order.

The County's preference is delivery made by vehicles equipped with meters. Transporters without meters shall require supplier to use the "pole immersion method".

C.07 RENEWAL AND TERMINATION

If not canceled by the Vendor or the County, the awarded Blanket Purchase Orders shall be automatically renewed beyond the first 12-month contact for four additional 12-month periods providing there are no changes in prices, terms or conditions.

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

C.08 CANCELLATION

Both parties agree that any award made as a result of this bid may be canceled by the vendor upon 90 days written notice by Certified Mail to the County. However, the County is hereby authorized to purchase, in accordance with prices bid, any quantity of fuel during this 90 day interim provided the County requests delivery during this period.

The County reserves the right to terminate a contract by giving 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 contract. The County also reserves the right to terminate this contract for the convenience of the County, with or without cause.

C.09 PAYMENT

Within forty-five (45) days after delivery by the vendor, acceptance by the County, and presentation of an appropriate invoice, the County shall pay the total amount due. Payment invoices must indicate **BOTH** the Blanket Purchase Order number and the Release Order number.

C.09.1 ePAYABLES

The Manatee County Clerk of the Circuit Court has introduced a new e-payment program via credit cards. This process will benefit vendors and the County by reducing paper, providing faster payment turnaround times and reducing trips to the bank.

HOW DOES THE PROGRAM WORK?

Manatee County 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 remittance address on the Purchase Order according to the current process. When payments are authorized, an e-mail notification is sent to an e-mail address provided by the vendor. The e-mail notification includes the invoice(s) number(s), invoice date, and amount of payment. Once the vendor receives the e-mail, the credit card has been authorized to be charged for the amount listed in the e-mail. When the vendor charges the full amount authorized in the e-mail, the card will return to a zero balance until the next payment is authorized.

IS THERE A COST TO PARTICIPATE IN THE PROGRAM?

Manatee County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions.

To participate, please contact **Lori Bryan, Manatee County Clerk of the Circuit Court, at (941) 741.4015, e-mail: lori.bryan@manateclerk.com**, and request to be enrolled in the ePayables payment program. In addition, vendors may be contacted by a Bank of America vendor enrollment specialist (ePayable services provider) and asked to participate.

C.10 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 specifications listed in this bid, the vendor(s) shall pick up the product from the County at no expense to the County. Also, the vendor(s) shall refund to Manatee County any money which has been paid for same. The vendor will be responsible for attorney fees in the event supplier defaults and court action is required.

C.11 INSURANCE

The vendor will not commence work under a contract until the vendor has obtained all insurance under this section and such insurance coverage as might be required by the County. The vendor 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 minimum limits.

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 bidder(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 bid 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 vendor shall name Manatee County, a political subdivision of the State of Florida, shall be specifically named as additional insured on all policies.

If the initial insurance expires prior to the completion of operations and/or services by the vendor, renewal certificates of insurance and required copies of policies shall be furnished by the vendor 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 vendor for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the vendor or his sureties to the County or to any workers, suppliers, material men or employees.

C.12 MATERIAL SAFETY DATA SHEET

It shall be the responsibility of the awarded bidder(s) to submit, 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.

C.13 CONDITIONS FOR FIRST PRIORITY SERVICE

Vendor agrees that in Conditions when a local Emergency has been declared by the County **OR** Petroleum Product are subject to Allocations based on Regional or National Supply, that Manatee County shall be granted a “first priority” basis for goods and services.

Vendor shall furnish the County with twenty-four (24) hour phone number(s) in the event of such conditions.

MINIMUM TECHNICAL SPECIFICATIONS

All Gasoline and Diesel Fuel purchased and delivered against this contract(s) may be **Branded or Unbranded.**

GASOLINE: Unleaded w/10% ethanol

DIESEL: #2 Diesel, Ultra Low Sulfur, (ASTM D975 with sulfur reduced to 15PPM)

DELIVERIES: Full Transport Tankers (approximate - 5,000 to 8,500 gallon)
Tank Wagons (approximate - 100 to 4,900 gallons)

ESTIMATED ANNUAL GALLONS

The exact quantities of the required fuels cannot be determined at this time, but an estimated annual usage is stated.

The multiple awards shall distribute the actual orders among numerous vendors based on product availability, maintaining an established pattern of purchases to support multiple sources for allocations of fuel during periods of shortages, and pricing.

ACCEPTABLE PRICING BASE SOURCES:

Acceptable Pricing Base sources for branded and unbranded fuels are the Daily Posted Pricing as TAMPA, FL OPIS Contract Benchmark File as follows:

BP	Mystik
Chevron	Shell
CITGO	Sunoco
Colonial	Texaco-Chevron
Exxon-Mobile	Texaco-Shell
Flint Hills Resources	Trans Mont
GULF-GIE	Valero
Hess	Unbranded Low Rack Average
Marathon	Branded Rack Average
Murphy	Unbranded Rack Average

New sources for the Pricing Base may be considered; however, a documented Third Party Posting of Prices as required in **Section C.02, Pricing Base and Bid Pricing** must be established.

Locations may be added or deleted as required by Manatee County

FUEL DISPENSING LOCATIONS

ALL TANKS LISTED ARE UNDERGROUND (UST) OR ABOVEGROUND (AST)

SITE NAME	SITE ADDRESS	TANK GALLON CAPACITY	FUEL TYPE
FLEET	1108 26 TH Avenue East	20,000 UST	PREMIUM
FLEET	1108 26 TH Avenue East	30,000 UST	DIESEL
FLEET	1108 26 TH Avenue East	30,000 UST	UNLEADED
UTILITITES	4690 66 TH Street West	10,000 AST	UNLEADED
UTILITITES	4690 66 TH Street West	10,000 AST	DIESEL
BAYSHORE	2003 Bay Drive West	5,000 AST	UNLEADED
BAYSHORE	2003 Bay Drive West	5,000 AST	DIESEL
MYAKKA	36650 Arcadia Avenue	3,000 AST	PREMIUM
MYAKKA	36650 Arcadia Avenue	7,000 AST	DIESEL
PARISH	12132 US Hwy 301 North	5,000 AST	UNLEADED
PARISH	12132US Hwy 30 North	10,000 AST	DIESEL
LANDFILL	3055 Lena Road	5,000 AST	UNLEADED
LANDFILL	3055 Lena Road	15,000 AST	DIESEL
DAM	17915 Waterline Road	6,000 AST	UNLEADED
DAM	17915 Waterline Road	4,000 AST	DIESEL
JAIL	14490 Harlee Road, Port of Manatee	7,000 AST	UNLEADED
JAIL	14490 Harlee Road, Port of Manatee	3,000 AST	DIESEL

TANK INFORMATION

(52 TANKS, 199,280 TOTAL GALLON CAPACITY)

TNK #	ADDRESS	GALLON CAPACITY	FUEL TYPE
35	1108 26th Ave East, Transit generator	775	ULSD
36	5398 Creekside Drive, Lift 41-A	1,000	ULSD
37	7211 Stone River Road, Lift Tara 20	1,500	ULSD
38	4700 66th Street West, Fleet Garage West	1,050	ULSD
39	9760 Gillet Road, Ariston Lakes Master	2,000	ULSD
40	4751 66 th Street West, 34210, Lab	500 AST	DIESEL
42	5201 52 Street East, 34203, Braden River Park	500 AST	DIESEL
43	5550 Lakewood Ranch Blvd., Park	500	ULSD
44	7665 Spencer Parrish Road, MARS	2,000	ULSD
45	14695 Waterline Road (ext.5179) MARS	3,000	ULSD
46	3521 63rd Avenue East (<i>Chris Collins</i>) MARS	4,000	ULSD
47	1009 4th Avenue West, GTE Telecom	1,000	ULSD
54	75th St. Palma Sola Ball Field	275	ULSD
55	5502 33rd Avenue West, GT Bray	275	ULSD
56	2112 14th Blackstone, Palmetto	275	ULSD
57	1100 26th Avenue East, Fleet Garage	1,000	ULSD
58	819 301 Blvd. West, Tax Collector	500	ULSD

59	7550 69th Street East, Buffalo Creek Park	500	ULSD
60	12405 44 Avenue East, Pope Road Master	3,000	ULSD
61	1311 41st Avenue North, TV #4, Ellenton	1,060	ULSD
62	8100 69th Street East, NCWWTP	12,000	ULSD
65	14700 The Master Avenue, Master Lift Station	2,000	ULSD
66	5100 65th Street West, SWWWTP	8,000	ULSD
67	5100 65th Street West, SWWWTP	8,000	ULSD
68	Jackson Road 23rd/73rd Street, N1B, Palmetto	1,060	ULSD
69	5621 39th Street East, 39-A	2,000	ULSD
71	2003 Bay Drive, 12-A	1,060	ULSD
72	4300 Gulf Drive, #5	1,060	ULSD
73	112 63rd Avenue East, 13-A	1,060	ULSD
74	2420 53rd Avenue West, 27-A	1,060	ULSD
75	1911 51st Street West, #1-D	1,060	ULSD
76	8720 44th Avenue West, #1-M	1,060	ULSD
77	Clubhouse Drive Road, Lakewood Ranch	2,000	ULSD
78	3331 Lena Road, SEWWTP	8,000	ULSD
79	3331 Lena Road, SEWWTP	8,000	ULSD
80	Duette Well head #6, Duette Park	3,000	ULSD
81	Duette Well head #7, Duette Park	3,000	ULSD
82	11850 Cortez Road, Cortez Pump Station	5,000	ULSD
83	5511 39th Street East, Elwood 2	5,000	ULSD
84	18315 Dam Road, WTP	500	ULSD
85	4825 44th Avenue East, Elwood 1	13,500	ULSD
86	18315 Dam Road, WTP	10,000	ULSD
87	18315 Dam Road, WTP	20,000	ULSD
88	2101 47th Terrace, Public Safety	8,000	ULSD
89	2101 47th Terrace, Public Safety	8,000	ULSD
90	1112 Manatee Avenue West, Administration Building	8,000	ULSD
91	Gevity Building 301 Blvd.	5,000	ULSD
92	1115 Manatee Avenue West, Judicial Center	9,000	ULSD
93	410 6th Avenue East, Health Department	500	ULSD
94	14490 Harlee Road, Jail	2,000	ULSD
95	14490 Harlee Road, Central Jail	15,000	ULSD
98	1022 26th Avenue East, Formans Building	650	ULSD

BASIS OF AWARD

D.01 Multiple Awards shall be made to the responsive, responsible bidders accepting the terms and conditions of this Invitation for Bid and which meet the specifications therein. All bidders shall bid on each item to be considered responsive. Orders shall be made on an "AS REQUIRED BASIS".

Selection of which awarded vendor(s) will receive an order shall be based on product availability, while maintaining an established pattern of purchases to support multiple sources for allocation of fuel during periods of shortages and pricing.

The County shall maintain a pattern of orders to insure multiple sources of fuel in the event of nationwide or local shortages.

As a condition of acceptance of an award from the County, the awarded vendor(s) shall agree as a condition of the award to furnish the same percentage of product as may be furnished to any other purchaser providing that such agreement shall not contravene regulations which may be established by the Government of the United States.

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

E.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 bid, 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 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 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.

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

F.02 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;
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;
5. Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county commission or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

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

1. Has not within the five years prior to the bid 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 bid 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 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 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 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 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

BID FORM
(Submit in Triplicate)

INFORMATION FOR BID #11-2119BS

GASOLINE AND DIESEL FUEL

We, the undersigned, hereby declare that we have carefully reviewed the bid documents, and with full knowledge and understanding of the aforementioned herewith submit this bid, meeting each and every specification, term and condition contained in this Information for Bid. We understand that the bid specifications, terms and conditions in their entirety shall be made a part of any agreement or contract between Manatee County and the successful bidder. 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: Bid Form (pages 20, 21, & 22), References (page 23), local preference/affidavit (if applicable) and attachment B. Please return “sealed” documentation in triplicate, signed, no later than March 13, 2012 at 3:00pm.

*MANATEE COUNTY PURCHASING
1112 MANATEE AVENUE WEST, SUITE 803
BRADENTON, FL 34205
BONNIE SIETMAN, BUYER, PURCHASING DEPARTMENT
P 941.749.3046 F 941.749.3034
bonnie.sietman@mymanatee.org*

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

DATE _____

(Print Name & Title of Signer)

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: _____

BID FORM
(Submit in Triplicate)

INFORMATION FOR BID #11-2119BS

GASOLINE AND DIESEL FUEL

1. GASOLINE: Transport Loads Unleaded w/10% Ethanol

Pricing Base Source: (name) _____ (see page 12)

Fixed Markup cost per gallon: \$_____. Fixed Transportation cost per gallon: \$_____.

Estimated Annual Use for this fuel: 700,000 gallons

2. GASOLINE: Tank Wagon Loads Unleaded w/10% Ethanol

Pricing Base Source: (name) _____ (see page 12)

Fixed Markup cost per gallon: \$_____. Fixed Transportation cost per gallon: \$_____.

Estimated Annual Use for this fuel: 100,000 gallons

3. DIESEL: Transport Loads #2 Diesel, Ultra Low Sulfur

Pricing Base Source: (name) _____ (see page 12)

Fixed Markup cost per gallon: \$_____. Fixed Transportation cost per gallon: \$_____.

Estimated Annual Use for this fuel: 900,000 gallons

4. DIESEL: Tank Wagon Loads #2 Diesel, Ultra Low Sulfur

Pricing Base Source: (name) _____ (see page 12)

Fixed Markup cost per gallon: \$_____. Fixed Transportation cost per gallon: \$_____.

Estimated Annual Use for this fuel: 150,000 gallons

The County shall maintain a pattern of orders to insure multiple sources of fuel in the event of nationwide or local shortages.

As a condition of acceptance of an award from the County, the awarded vendor(s) shall agree as a condition of the award to furnish the same percentage of product as may be furnished to any other purchaser providing that such agreement shall not contravene regulations which may be established by the Government of the United States.

COMPANY NAME: _____

EMERGENCY CONTACT INFORMATION

Emergency Contact Person: _____
(print)

Telephone Number: _____ Cell Phone No.: _____

Delivery shall be made not more than 24 Hours after receipt of Purchase Order or execution of Contract

DOES YOUR COMPANY HAVE FUEL RESERVES OR STORAGE ACCESSIBLE DURING EMERGENCY EVENTS WHEN PORT OF TAMPA IS CLOSED? PLEASE SUBMIT DETAIL (include additional documentation if applicable)

DOES YOUR COMPANY HAVE REMOTE FUELING CAPABILITIES? PLEASE SUBMIT DETAIL (include additional documentation if applicable)

COMPANY NAME: _____

References

REQUEST FOR QUOTATION: #11-2119BS

GASOLINE AND DIESEL FUEL

Please list the Company Name, Contact Name, Phone Number and a brief description of three (3) current major corporate and/or government accounts (references) (please print), attach additional sheets if necessary:

Project name & location: _____

Contact: _____ Telephone: _____

Project Description: _____

Total Project Amount: _____ Expiration Date: _____

Project name & location: _____

Contact: _____ Telephone: _____

Project Description: _____

Total Project Amount: _____ Expiration Date: _____

Project name & location: _____

Contact: _____ Telephone: _____

Project Description: _____

Total Project Amount: _____ Expiration Date: _____

Vendor Name (print) _____

Attachment "A"

STATEMENT OF NO OFFER

INVITATION FOR BID #11-2119BS

GASOLINE AND DIESEL FUEL

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

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

We, the undersigned, have declined to bid on IFB #11-2119BS, for the following reason(s):

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

REMARKS

Thank you for your input.

Company Name: _____

Company Address: _____

Telephone: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)

Attachment "B"

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE 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 Official, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family

members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity, who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to 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 _____, 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.