



**REQUEST FOR QUOTATION #14-2108GE
LABORATORY OIL & GREASE EXTRACTION UNIT**

DATE ISSUED: JUNE 5, 2014

DUE DATE: JUNE 25, 2014 at 3:00 PM

PROJECT BACKGROUND

Manatee County is requesting quotations from qualified suppliers to provide a wastewater utilities laboratory oil and grease extraction unit. Manatee County, a political subdivision of the State of Florida, (hereinafter "Manatee County" or the "County") will accept Request for Quotations (RFQ) responses 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

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 and Technical Specifications.

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

CLARIFICATION

It shall be the responsibility of all quoters to request any additional clarification of the contents herein from George Earnest CPPB, Buyer via email (george.earnest@mymanatee.org) or fax (941) 749-3034. Clarification deadline is June 20, 2014 at 3:00pm, with no requests allowed after that time. Clarification will be furnished by written addendum from Purchasing. Quoters shall not accept any verbal or telecommunication explanation as an authorized clarification of the contents herein.

Authorization to Release: 

GENERAL TERMS AND CONDITIONS

QUOTE FORMS

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

AMERICAN DISABILITIES ACT

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities.

CLARIFICATION & ADDENDA

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

CODE OF ETHICS

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

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

COLLUSION

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

- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other quoter or with any competitor;
- b. any prices and or cost data quoted for this quote have not been knowingly disclosed by the quoter and will not knowingly be disclosed by the quoter, prior to the scheduled opening, directly or indirectly to any other quoter or to any competitor;

- c. no attempt has been made or will be made by the quoter to induce any other person to submit or not to submit a quote for the purpose of restricting competition;
- d. the only person or persons interested in this quote, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this quote or in the contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by quoter for purpose of doing business.

DISCLOSURE

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

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

DISCOUNTS

Any and all discounts 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).

DISQUALIFYING CRIMINAL MATTERS; CERTIFICATION REQUIRED

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

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

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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

IRREVOCABLE OFFER

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

LEGAL NAME

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

LOBBYING

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

MATHEMATICAL ERRORS

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

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

MBE/WBE

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

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

MODIFICATION OF QUOTATION DOCUMENTS

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

QUOTE EXPENSES

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

REGULATIONS

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

RESERVED RIGHTS

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

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

TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes (F.E.T. Exempt Cert. No. 59-78-0089K and FL Sales Tax Exempt Cert. No. 51-02-027548-53C); therefore, the quoter is prohibited from delineating a separate line item in his quote for any sales or service taxes. Nothing herein shall affect the quoter's normal tax liability.

END OF GENERAL TERMS AND CONDITIONS

SPECIFIC TERMS & CONDITIONS

PURPOSE

The Manatee County Utilities Central Laboratory has the need to acquire an Oil and Grease extraction unit for the analysis of environmental samples. The objective of the Oil and Grease extraction unit procurement is to replace an existing Oil and Grease extraction unit that is nearing the end of its lifespan and also to meet the Laboratory's growing need to provide inorganic analytical services for the Wastewater and Solid Waste Divisions. To insure successful system implementation, system services such as professional training, comprehensive documentation, system security and maintenance must be key features of the overall proposal.

QUALIFICATIONS OF THE CONTRACTOR

The Supplier shall have been in this line of business for at least three (3) years and provide that information on the Supplier's Questionnaire/Reference form. Additionally, the Supplier shall list three (3) references for the same unit being quoted on the Supplier's Questionnaire/Reference form.

PRICES AND TERMS

The prices quoted shall be used for payment and shall be deemed to include payment in full for all transportation, labor, and equipment used in providing and delivering the materials. No associated costs such as travel time or fuel surcharges will be allowed.

SHIPPING

The equipment shall be delivered FOB Destination to Manatee County Central Laboratory, 4751 66th St. West, Bradenton, FL 34210. All shipping costs shall be included in the quoted price submitted for this RFQ.

UNSUCCESSFUL SERVICES

In the event the unit's performance or the Supplier's services are unsatisfactory, the Supplier will be notified by the County and given a time frame to correct the work. There will be no cost to the County for these corrections. If the problem is not corrected, or if the Supplier fails to perform any required service within the time frame given, the County reserves the right to obtain the equipment or service from an alternate Supplier. Deductions of the cost of such substitute will be made from the Supplier's payments or charged back to the Supplier. Exemptions may be given by the County if notified of any delays, problems or conflicts that may arise during the course of bringing the equipment up to normal satisfactory use. Repetitive unsatisfactory performance shall result in the termination of the contract and a transfer of the award to the next lowest responsive and responsible Supplier.

QUOTE SUBMITTAL EVALUATION

After the quote submittal deadline, and before the RFQ award, the lowest apparent responsive and responsible quote response will be selected for an evaluation process. This process will take into account the suitability of the product and supplier services, demonstrated experience via references submitted, compliance with regulatory requirements, compatibility with departmental operation, past performance, and implementation timeframe. In addition, analysis of ten (10) samples of varying matrices considered representative by the Central Laboratory may be required for the selection process. The County also reserves the right to request raw data and documentation of a system configuration with respect to the analysis of representative samples.

BASIS OF AWARD

Award shall be to the responsive, responsible Supplier having the lowest Total Quote Price. Suppliers must quote all items for their quote to be considered responsive. Prices submitted shall include costs for furnishing all services, labor, equipment or materials or equipment for the completion of the Work in accordance with all specifications and requirements as listed herein.

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

Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its 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.

END OF SPECIFIC TERMS AND CONDITIONS

MINIMUM TECHNICAL SPECIFICATIONS

BACKGROUND INFORMATION

The Manatee County Utilities Department Central Laboratory provides analytical services to the Southwest Regional Water Reclamation Facility, the Southeast Regional Water Reclamation Facility, the North Regional Water Reclamation Facility, and in support of the Manatee Agricultural Reuse System. Additionally analytical services are provided to the Wastewater Compliance Section, the Solid Waste Department, and to a limited extent, the Drinking Water Treatment Facility and the Natural Resources Department. These services include data analysis, interpretation, and consultation to assist in water treatment and permit compliance. The Central Laboratory performs approximately 400 fats, oil and grease analyses per year. This number is expected to continue to increase as the Utilities Department expands its operations. Due to its ability to analyze multiple samples efficiently, an automated solid phase oil and grease extractor plays a critical role in performing these analyses.

The Central Laboratory is located in a 7600 + square foot facility constructed in 2007. Laboratory equipment is located in distinct work rooms separated according to types of analyses performed.

PREFERRED MAKE/MODEL OR APPROVED EQUAL

The following System Overview and Technical Requirements are intended to establish a minimum requirement for the unit. County staff have researched and selected a preferred make and model of the Environmental Express model #G8000 120V, including all standard equipment and consumables. The County also requires the following accessories to be made available with this model and included in the quote price:

- 1 Dual Unit assembly kit for connecting two units to on PC (catalog #G8050),
- 2 Smart bottle rack (catalog #G8100).

The County encourages and will evaluate alternative makes and models that fulfill or exceed all of the System Overview and Technical Requirements and the ability to provide the accessories available with the preferred unit listed above. The County will be the sole judge of the acceptability of alternative makes and models as per the Quote Submittal Evaluation explained in the Specific Terms and Conditions section above.

SYSTEM OVERVIEW

To facilitate the evaluation process as listed above, the Supplier shall provide an overview of the capabilities of the Oil and Grease extraction unit which shall include the following information:

- 1 Method detection limits in environmental samples. Note: Method detection limit procedure as defined in 40 CFR Part 136 Appendix B.
- 2 The ability to be automated.
- 3 The system precision in standard operating mode measured in relative standard deviation (RSD).
- 4 The ability to analyze high TDS samples (5000-10,000 mg/L).

- 5 How specific analyte interferences are addressed in the following matrices:
 - A. Domestic wastewater including influent, effluent and intermediate process wastestreams in advanced secondary treatment domestic wastewater facilities.
 - B. Industrial wastestreams
 - C. Surface waters
 - D. Landfill leachates

The County reserves the right to require the Supplier to provide analysis of representative samples provided by the Central Laboratory, at no cost to the County, for selection and evaluation purposes prior to award of the RFQ. The County reserves the right to request raw data and documentation of a system configuration with respect to the analysis of representative samples.

TECHNICAL REQUIREMENTS

The Oil and Grease Extraction system shall be furnished to the County in accordance with the following technical specifications. The successful supplier must provide a detailed explanation as to how the system will meet each specification.

- 1 The system shall perform automated immediate, on-demand analysis and operation based on the principle of Solid Phase Extraction of Oil and Grease. Automated is defined as operator intervention shall not be required after the extraction step is initiated and completed.
- 2 The instrument must extract the sample and evaporate off the n-Hexane.
- 3 The instrument must have a sensor to verify that the sample has been evaporated.
- 4 The instrument must be able to process multiple samples simultaneously.
- 5 The system shall have an automated solvent drying process.
- 6 The instrument must be a bench top design.
- 7 The system must be fully compliant with NELAC standards for EPA 1664.
- 8 The instrument software must be able to define user privileges (i.e. must provide for different security levels of user access).
- 9 The instrument software sample information file must be able to accommodate up to eighteen (18) alphanumeric characters.
- 10 The Supplier must provide a minimum of three (3) references of systems currently operating the same instrument in NELAC certified water/wastewater laboratories in the United States.
- 11 The Supplier shall respond by phone to telephone service inquiries within two hours after a call is made by the County. This telephone response service must cover County business hours (08:00 a.m. -05:00 p.m. EST Monday-Friday, excluding holidays).
- 12 The system shall be supplied with a one year parts and labor warranty. Three additional years of coverage will be provided following expiration of the first year warranty.

- 13 Installation and on-site start up assistance will be provided by factory trained personnel. Additional advanced on-site training will be provided at a time designated by the County.
- 14 The warranty and extended service agreement coverage shall provide a minimum of forty eight (48) hours of on-site service to requests made by authorized County personnel.

END OF MINIMUM TECHNICAL SPECIFICATIONS

QUOTE RESPONSE FORM
"RFQ # 14-2108GE – LABORATORY OIL & GREASE EXTRACTION UNIT

SUBMITTAL DEADLINE: JUNE 25, 2014 AT 3:00 PM TO

EMAIL: george.earnest@mymanatee.org OR VIA FAX TO (941) 749-3034

We, the undersigned, hereby declare that we have carefully reviewed the RFQ documents, and with full knowledge and understanding of the aforementioned we submit this bid, meeting each and every specification, term, and condition contained in the RFQ.

We understand that the RFQ documents in its entirety shall be made a part of any agreement or contract between Manatee County and the successful Supplier. Failure to comply shall result in contract default, whereupon, the defaulting contractor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

DESCRIPTION	PRICE FOR AWARD PURPOSES
Water utilities laboratory oil & grease extraction unit to include (but not be limited to) delivery, setup, training and any other requirement as listed in the RFQ specification.	\$

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

 (Print Name & Title of Signer)

COMPANY ADDRESS: _____

DATE: _____ EMAIL: _____

TEL. NO.: _____ FAX NO.: _____

The following shall be completed, signed and submitted with this Quotation Form:

Supplier's Questionnaire & References..... Pages 12-13

Public Contracting & Environmental Crimes Pages 14-15

END OF QUOTE RESPONSE FORM

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PAINT AND RELATED SUPPLIES

SUPPLIER'S QUESTIONNAIRE & REFERENCES

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR QUOTE

1. Number of years in business providing this type of equipment ____ .
2. Summary of any litigation filed against the Supplier in the past five years which is related to the services provided. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.

3. List any notice of violations, formal notices of regulatory non-compliance, safety violations and accidents resulting in a Worker's Compensation claim.

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

Company Name: _____

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PAIN AND RELATED SUPPLIES
SUPPLIER'S QUESTIONNAIRE & REFERENCES

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR QUOTE

5. Three current references for the same equipment..

A. CUSTOMER NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE NO: _____ SERVICE PERIOD: _____

SERVICE
DETAILS: _____

B. CUSTOMER NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE NO: _____ SERVICE PERIOD: _____

SERVICE DETAILS: _____

C. CUSTOMER NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE NO: _____ SERVICE PERIOD: _____

SERVICE DETAILS: _____

Company Name: _____

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 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 Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors.

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

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

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

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____ by

_____.

Personally known _____ OR Produced identification _____
[Type of identification]

_____ My commission expires

Notary Public Signature

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

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