



**REQUEST FOR QUOTES
(RFQ) #15-0456DC**

TURNKEY INSTALLATION OF FUEL DEPOT

DATE ISSUED: December 31, 2014

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

INFORMATIONAL CONFERENCE: January 8, 2015 at 9:30 A.M.

To ensure all interested prospective quoters have sufficient information and understanding of the County's needs, an Information Conference will be held at the Manatee County Purchasing Office, 1112 Manatee Avenue West, 8th Floor Suite 803, Bradenton, Florida. Inspection of the site will immediately follow at North County Fuel Depot, 7920 69th St East, Palmetto, Florida.

DEADLINE FOR CLARIFICATIONS REQUESTS: January 12, 2015 at 5:00 P.M.

TIME AND DATE DUE: January 19, 2015 at 3:00 P.M.

TABLE OF CONTENTS

Information to Quoters	pages 2-7
General Requirements	pages 8-9
Basis of Award & Minimum Qualifications	page 10
General Terms and Conditions	pages 11-20
Quote Form	pages 21-23
Statement of No Quote	Attachment
Specifications	Attachment
Plans	Attachment

FOR INFORMATION CONTACT:

**Deborah Carey-Reed, CPPB – Contract Specialist
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Manatee County Financial Management Department
Purchasing Division**

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INFORMATION TO QUOTERS

PURPOSE

It is the intent of the County of Manatee to procure the expertise of a contractor to provide all necessary labor for construction (using County owned equipment) of a new Fuel Depot at 7920 69th Street East, Palmetto, Florida in accordance with this Request for Quote.

QUOTE FORM DELIVERY REQUIREMENTS

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

Email Address: deborah.carey-reed@mymanatee.org
US MAIL to: Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803, Bradenton FL 34205

MODIFICATION OF RFQ DOCUMENTS

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

DEADLINE FOR CLARIFICATION REQUESTS

January 12, 2015 at 5:00 P.M. shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request for Quotes to the Manatee County Purchasing Division.

This deadline has been established to maintain fair treatment of all potential Quoters, while maintaining progression of the Project to promote economic stimulus.

CLARIFICATION

It shall be the responsibility of all vendors to request any additional clarification of the contents herein. Clarification will be furnished by written addendum from Purchasing. Vendors shall not accept any verbal or telecommunication explanation as authorized clarification of the contents herein.

LOBBYING

After the issuance of any Invitation for Bid prospective QUOTERS, or any agent, representative or person acting at the request of such Bidder shall not contact, communicate with or discuss any matter relating in any way to the Invitation for Bid with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the Invitation for Bid, pursuant to the Manatee County Code. This prohibition includes the act of carbon copying officers, agents or employees of Manatee County on all correspondence, including email correspondence. This requirement begins with the issuance of an Invitation for Bid, and ends upon execution of Contract or when the invitation has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code.

WITHDRAWAL OF OFFERS

Quoter may withdraw offers as follows:

- a. After the responses to a solicitation are opened or a selection has been determined, but before a Contract is signed, a Quoter alleging a material mistake of fact may be permitted to withdraw their Quote if:
 1. the mistake is clearly evident in the solicitation document; or
 2. Quoter submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw a Quote must be in writing and approved by the Purchasing Official.

IRREVOCABLE OFFER

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

COSTS INCURRED IN RESPONDING

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

RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all quotes, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the quote and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County. For all items combined, the quote of the lowest responsive, responsible quoter will be accepted, unless all quotes are rejected.

The lowest, responsible quoter shall mean that Quoter who makes the lowest quote to sell goods and/or services of a quality which meets or exceeds the quality of goods and/or services set forth in the RFQ 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 Quotes.

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

Also, 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

APPLICABLE LAWS

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

COLLUSION

By offering a submission to this Request for Quotes, 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 bidder or with any competitor;
- b. any prices and or cost data quoted for this quote have not been knowingly disclosed by the quoter and will not knowingly be disclosed by the quoter, prior to the scheduled opening, directly or indirectly to any other quoter or to any competitor;
- c. no attempt has been made or will be made by the quoter to induce any other person or firm to submit or not to submit a quote for the purpose of restricting competition;
- d. the only person or persons interested in this quote, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this quote or in the contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by bidder for purpose of doing business.

CODE OF ETHICS

With respect to this quote, if any Quoter violates, directly or indirectly, the ethics provisions of the Manatee County Purchasing Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Quoter will be disqualified from eligibility to perform the work described in this Request for Quote, and may be disqualified from furnishing future goods or services to, and from submitting any future bids, quotes, or proposals for work or for goods or services for Manatee County.

By submitting a quote, the Quoter represents to the County that all statements made and materials submitted are truthful, with no relevant facts withheld. If a Quoter is determined to have been untruthful in its quote or any related presentation, such Quoter will be disqualified from eligibility to perform the work described in this Request for Quotes, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids, proposals, or quotes to supply goods or services to Manatee County.

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

A person or affiliate who has been placed on the State's convicted vendor list following a conviction for a public entity crime, as that term is defined in Florida Statute § 287.133, may not submit a Bid to provide any goods or services to a public entity; may not submit a Bid with a public entity for the construction or repair of a public building or public work; may not submit Bids 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 Statutes § 287.017 for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted list.

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

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to contract with County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with 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 Public Contracting and Environmental Crimes Certification form is included (reference Attachment C of this document) for this purpose.

QUOTE FORMS

Quotes must be submitted on attached provided forms, although additional pages may be attached. **Quoters must fully complete all pages of the Quote Forms. Quote Forms must be executed by an authorized signatory who has the legal authority to make the Quote and bind the company. Quoters must fully comply with all requirements of this RFQ in its entirety.** Failure to comply shall result in default of the resulting Contract, whereupon, the defaulting Contractor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by County.

LEGAL NAME

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

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

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

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

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 prices used in determining Award.

TAXES

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

DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the IFB documents, all equipment, materials and articles provided shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the IFB documents, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The County of Manatee, Florida, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR Part 8) issued pursuant to such Act, hereby notifies all vendors that it will affirmatively ensure that in any contract entered into pursuant to this invitation, minority business enterprises will be afforded full opportunity to submit quotes in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration of an award.

MATHEMATICAL ERRORS

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

DISCLOSURE

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

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

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

DISCLOSURE (Continued)

Pursuant to Florida Statutes 119.0701, to the extent Successful Quoter is performing services on behalf of County, Successful Quoter must:

- a. Keep and maintain public records that ordinarily and necessarily would be required by County in order to perform the service;
- b. Provide the public with access to public records on the same terms and conditions that County would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and;
- d. Meet all requirements for retaining public records and transfer, at no cost, to County all public records in possession of Successful Bidder upon termination of the awarded Contract and/or PO and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to County in a format that is compatible with County's information technology systems.

END OF SECTION

GENERAL REQUIREMENTS

I. DESCRIPTION OF THE WORK

- A. The work included in this contract requires a contractor to construct a new fuel depot, including concrete pad using Manatee County owned equipment. Contractor will be responsible for obtaining all required permits and compliance with all applicable codes and FDEP regulations.
- B. Site work (earth moving) will be performed by others; contractor will be responsible for coordination with site contractor.
- C. Contractor shall supply and install cement pad for equipment and supply all required hardware for equipment installation.
- D. All work shall be done in a safe and workmanlike, professional manner and shall require:
- E. The contractor shall furnish all Shop Drawings, working drawings, labor, services and incidentals necessary for the proper completion of all Work required. The contractor shall perform the Work complete, in place and ready for continuous service and shall include any repairs, replacements, and/or restoration required as a result of damages caused prior to acceptance by County.
- F. Project location (North County) 7920 69th Street East, Palmetto, Florida.
- G. The apparent silence of these specifications as to any detail, or the apparent omission from it of a detailed description concerning any work to be done and material to be furnished, shall be regarded as meaning that only the best general practice is to prevail, and that only material and workmanship of the best quality is to be used, and interpretation of these requirements shall be made upon that basis.

II SUBMITTALS

At least two weeks prior to commencement of work, the contractor shall submit the following in writing to the County for approval:

- A. Schedule for installation and completion of the new fuel depot.

III EXAMINATION OF CONTRACT DOCUMENTS AND SITE

It is the responsibility of each Quoter before submitting a Quote, to (a) examine the Quote Documents thoroughly; (b) visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work; (c) consider federal, state, and local codes, laws, and regulations that may affect costs, progress, performance, or furnishing of the Work; (d) study and carefully correlate Quoter's observations with the

Quote Documents; and (e) notify County of all conflicts, errors, or discrepancies in the Quote Documents.

Each Quoter may, at Quoter's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Quoter deems necessary to determine his Quote for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Quote Documents. County will provide each Quoter access to the site to conduct such explorations and tests.

Quoter shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by Contractor in performing the Work are identified in the Quote Documents.

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

Prior to submitting a Quote, it is mandatory that each Quoter shall examine the site and all conditions thereon fully familiarizing themselves with the full scope of the Project. Failure to become familiar with site conditions will in no way relieve the Successful Quoter from the necessity of furnishing any materials or performing any Work that is required to complete the Project in accordance with the plans and Specifications. Quoter shall acknowledge inspection of the Project site(s) on his/her signed, submitted Quote Form.

END OF SECTION

BASIS OF AWARD & MINIMUM QUALIFICATIONS

BASIS OF AWARD

Award shall be to the lowest, responsive, responsible Quoter meeting specifications and having the lowest Total Price for the requirements listed on the Quote Form for the Work as set forth in this Request for Quotes. Quote Prices shall include costs for furnishing all labor, equipment, and incidentals for the completion of the Work in accordance with and in the manner set forth and described in the Contract Documents to the County's satisfaction within the prescribed time.

In evaluating Quotes, the County shall consider the qualifications of the Quoters; and if required, may also consider the qualifications of the subcontractors, suppliers, and other persons and organizations proposed. County may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work.

Whenever two (2) or more quotes are equal with respect to price, quality and service, the quote received from a local business shall be given preference in award. Whenever two (2) or more quotes which are equal with respect to price, quality and service are received, and neither of these quotes is from a local business, the award shall be determined by a chance drawing conducted by the Purchasing Office and open to the public.

Local business is defined as a business duly licensed and authorized to engage in the sale of goods and/or services to be procured, which has a place of business in Manatee County with full time employees at that location.

QUALIFICATIONS OF THE VENDOR

Each individual/company submitting a quote for this project must secure at a minimal, a General Contractor and Certified Electrical Contractor license (in accordance with Chapter 489 Florida Statutes) for the Work on the day the Quote is submitted, and who has continuously held that certification or registration for a period of at least three (3) consecutive years immediately prior to the day the Quote is submitted, may be qualified to quote on this Project. The installer shall be properly certified to perform application and provide proof with quote documents. Also acceptable are: Certified Building Contractor, Certified Mechanical Contractor, and Certified Pollutant Storage Contractor with a Certified Electrical Contractor.

In the event that a Quoter is a business organization, including a partnership, corporation, business trust or other legal entity as set forth in Florida Statutes § 489.119(2), then the Quoter shall only be qualified to quote on this Project if: 1) the Quoter (the business organization) is on the day the Quote is submitted, and for at least three (3) consecutive years immediately prior to the day the Quote is submitted has been, in continuous existence, properly licensed and registered as required by Florida law; and 2) the Quoter, on the day the Quote is submitted, has a certified or registered Qualifying Agent, as required by Florida Statutes § 489.119, and that Qualifying Agent has been the same Qualifying Agent of the Quoter for a period of at least three (3) consecutive years immediately prior to the day the Quote is submitted.

END OF SECTION

GENERAL TERMS AND CONDITIONS

CONTRACT FORMS

The Contract resulting from the acceptance of a Quote shall be in the form of a purchase order.

A written notice confirming Award or recommendation thereof will be forwarded to the Successful Quoter. (Note: Contract must be approved in accordance with Chapter 2-26 of the Manatee County Code, and the Administrative Standards and Procedures Manual approved by the County Administrator).

ASSIGNMENT OF CONTRACT

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

COMMENCEMENT AND COMPLETION OF WORK

The contractor shall provide the number of calendar days required for the Work to be completed and ready for final inspection from the date of award notification. The contractor shall provide the Manatee County representative with a work schedule and with their Schedule of Values within 72 hours after receipt of award. Material Safety Data Sheets (MSDS) shall be provided to Manatee County of all applicable products being used.

LIQUIDATED DAMAGES

If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will hinder its completion within the time specified, County may seek damages. The actual damages for delay will be impossible to determine and in lieu thereof, the Contractor shall pay to County the sum of **\$884** as fixed, agreed, and liquidated damages for each calendar day of the delay until the Work is finally accepted by County and the Contractor and his Surety shall be liable for the amount thereof.

PAYMENT

Contractor may apply for partial payment on monthly estimates, based on the amount of the Work done or completed in compliance with the provisions of the resulting Contract. Contractor shall submit an application, on a standard pay application form provided or approved by County, of an approximate estimate of the proportionate value of the Work done, items and locations of the Work performed up to and including the last day of the period then ending. County will then review said estimate and make any necessary revisions so that the estimate can receive approval for payment. If the Contractor and County do not agree on the approximate estimate of the proportionate value of the Work done for any pay period, the determination of County will be binding. The amount of said estimate after deducting any required Retainage and all previous payments shall be due and payable to the Contractor, twenty (20) business days if County is its own Engineer of Record (EOR) or twenty-five (25) business days if outside agent approval is required after the pay estimate has been approved by the agent for County.

PAYMENT (Continued)

In accordance with the Prompt Payment Act, Florida Statutes § 218.735(7), a Punch List shall be formulated.

Time allowed for development of Punch List:

H. Awarded Contracts with an estimated cost of less than \$10 million will be within thirty (30) calendar days after reaching Substantial Completion.

I. Awarded Contracts with a cost of \$10 million dollars or more will be within thirty (30) calendar days OR if extended by Contract, up to sixty (60) calendar days after reaching Substantial Completion.

The Final Completion date of the resulting Contract must be at least thirty (30) days after delivery of the list of items. If the list is not provided to the awarded Contractor by the agreed upon date, the Contract completion time must be extended by the number of days County exceeds the delivery date.

It is the Contractor's responsibility for the care of the materials. Any damage to or loss of said materials is the full responsibility of the Contractor. Any periodical pay estimate signed by the Contractor shall be final as to the Contractor for any or all Work covered by the periodical pay estimate.

Any requests for payment of materials stored on site must be accompanied with a paid receipt. The Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to County at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens").

The Contractor agrees to furnish an affidavit stating that all laborers, material men, and Subcontractors have been paid on the Project for Work covered by the Application for Payment and that a partial or complete release of lien, as may be necessary, be properly executed by the material men, laborers, Subcontractors on the Project for Work covered by the Application for Payment, sufficient to secure County from any claim whatsoever arising out of the aforesaid Work. When the Contractor has completed the Work in compliance with the terms of the Contract Documents, he shall notify County in writing that the Project is ready for final inspection.

The Contractor agrees to furnish an affidavit stating that all laborers, materialmen, and subcontractors have been paid on the project for Work covered by the application for payment and that a partial or complete release of lien, as may be necessary, be properly executed by the materialmen, laborers, subcontractors on the project for Work covered by the application for payment, sufficient to secure the County from any claim whatsoever arising out of the aforesaid Work.

County will then advise the Contractor as to the arrangements for final inspection and what Work, if any, is required to prepare the Project or a portion thereof for final inspection. When County determines the Project or portion thereof is ready for final inspection, County shall perform same. Upon completion of final inspection, County will notify Contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. When all such errors have been corrected, a final re-inspection will be made.

PAYMENT (Continued)

The process will be repeated until, in the opinion of County, the Project has been completed in compliance with the terms of the Contract Documents.

When final acceptance has been made by County, County will make final payment of the resulting Contract amount, plus all approved additions, less approved deductions and previous payments made. The resulting Contract will be considered complete when all Work has been finished, the final inspection made, approved as-builts received, and the Project finally accepted in writing by County. The Contractor's responsibility shall then terminate except as otherwise stated.

RETAINAGE (If Contract over \$100,000)

A **retainage** of 2.5% of the total contract amount shall be withheld from payments after 75% completion of the Work. Upon substantial completion, this retainage shall be reduced to 1% of the total contract amount plus such amount as the Owner may reasonably deem necessary to repair, replace, complete or correct any damaged, defective, incorrect or incomplete work. Upon final acceptance, the remaining retainage shall be included in the final payment.

PROGRESS REQUIREMENTS

All Work done under the resulting Contract shall be done with a minimum of inconvenience to the private property owners in the area. The Contractor shall coordinate his Work with private property owners such that existing utility services are maintained and they have access to their property at all times.

WARRANTY AND GUARANTEE PROVISIONS

The vendor shall provide a full coverage, no deductible, warranty/guarantee for defects in workmanship and materials. All work, materials, and equipment furnished as defined herein shall be guaranteed and warranted by the Contractor for a minimum period of three (3) years, unless otherwise specified, from final acceptance by the County to be free from defects due either to faulty materials or equipment or faulty workmanship. All materials, equipment, and workmanship furnished and installed by the Contractor is warranted and guaranteed by the Contractor to be such as to meet the required standards and to accomplish the purposes and functions required standards and to accomplish the purposes and functions of the project as defined, detailed, and specified herein.

The County shall, following discovery thereof, promptly give written notice to the Contractor of faulty materials, equipment, or workmanship within the period of the guarantee and the Contractor shall promptly replace any part of the faulty equipment, material, or workmanship at his own cost. These warranty and guarantee provisions create no limitations on the County as to any claims or actions for breach of guaranty or breach of warranty that the County might have against parties other than the Contractor, and do not constitute exclusive remedies of the County against the Contractor.

MATERIALS AND WORKMANSHIP

All materials and apparatus required for this Work, except as specified otherwise, shall be new, of first class quality, and shall be furnished, delivered, connected and finished in every detail. Construction shall be prescribed by good industry practice and in accordance with manufacturer's recommendations for the type being installed.

Use skilled workman trained and experienced in the necessary trades and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this section.

PROJECT CLOSE-OUT

Clean construction site and remove any and all excess materials. Correct any damages to property that may have occurred as a result of installation and/or delivery. Repair and patch all surfaces cut for installation. The Contractor shall remedy any deficiencies promptly should County determine any Work is incomplete or defective.

When County determines the Work is acceptable in accordance with this Invitation for Bid, the Contractor shall provide the close out submittals, including but not necessarily limited to the following:

- | | | |
|-------|-----------------------------------|-------------------|
| 1 set | Certificate of Warranties | |
| 1 set | Manufacturer's Product Literature | (when applicable) |
| 1 set | Project Record Drawings | |
| 1 set | Subcontractor Information | (when applicable) |

ROYALTIES AND PATENTS

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

AUTHORIZED PRODUCT REPRESENTATION

The Bidder, by virtue of submitting the name and Specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. Failure to perform accordingly may, in County's sole discretion, be deemed a Material Breach of the resulting Contract, and shall constitute grounds for County's immediate termination of the resulting Contract.

REGULATIONS

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

CANCELLATION

Any failure of the Contractor to furnish or perform the Work (including, but not limited to commencement of the Work, failure to supply sufficient skilled workers or suitable materials or equipment) in accordance with the Contract, the County may order the stop of the Work, or any portion thereof, until the cause for such order has been eliminated. If the Contractor persistently fails to perform the Work in accordance with the Contract, the County reserves the right to terminate the Contract and select the next qualified quoter or re-advertise this procurement in part or in whole. The County reserves the right to cancel all or any undelivered or unexecuted portion of this Contract with or without cause.

INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless 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 Contract 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 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 resulting Award, Contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of County as set forth in Florida Statutes § 768.28.

SUBCONTRACTORS, SUPPLIERS AND OTHERS

The identity of Subcontractors, Suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) may be requested by County for each Quote item from any of the Quoters; and the Quoter shall respond within five (5) days after the date of such request. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, persons or organization if requested by County. If County, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, County may, before the Notice of Intent to Award is given, request the apparent Successful Quoter to submit an acceptable substitute without an increase in Contract Price or Contract Time.

If apparent Successful Quoter declines to make any such substitution, County may Award the resulting Contract to the next lowest qualified Quoter that proposes to use acceptable Subcontractors, Suppliers, and other persons who County does not make written objection to. Contractor shall not be required to employ any Subcontractor, Supplier, other person or organization who Contractor has reasonable objection to.

Subcontractors shall be bound by the terms and conditions of the resulting Contract insofar as it applies to their work, but this shall not relieve the prime Contractor from the full responsibility to County for the proper completion of all Work to be executed under the resulting Contract.

The employment of unauthorized aliens by any Contractor is considered a violation of Section 274 (e) of the Immigration and Employment Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the resulting Contract.

MANUALS, SCHEMATICS, HANDBOOKS (IF APPLICABLE)

All manuals, schematics and handbooks shall be provided which are applicable to the equipment delivered. An operators manual, parts manual and technician manual must also be provided. Parts lists (manuals) must include OEM part numbers for items not manufactured by the bidder. Vendor shall furnish two (2) copies of each.

INSURANCE COVERAGE

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

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 resulting Contract Documents which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage required by the resulting Contract Documents which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

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

b. Commercial General Liability

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

General Aggregate:

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

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

c. Business Auto Policy

Each Occurrence Bodily Injury and Property Damage Liability Combined	<u>\$300,000</u>
Annual Aggregate (if applicable)	<u>\$1,000,000</u>

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

d. Property Insurance

If the resulting Contract includes construction of or additions to above ground buildings or structures, Contractor shall provide "**Builder's Risk**" insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).

e. Installation Floater

If the resulting Contract does not include construction of or additions to above ground building or structures, **but does involve** the installation of machinery or equipment, Contractor shall provide an "**Installation Floater**" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).

f. Pollution Limited Liability

Contractor shall provide "**Pollution Limited Liability**" coverage.

g. Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Official before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date

of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the Bid number and title of the Project. All insurance policies required herein shall be issued by companies that are authorized to do business under the laws of the State of Florida and hold an A.M. Best rating of A- or better. Insurance, as specified herein, shall remain in force and effect for the duration of the Project including any warranty periods.

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

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

- i. By way of its submission of a Bid hereto, Bidder:

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

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

1. The certificate holder shall be:
**Manatee County Board of Commissioners,
 A political subdivision of the State of Florida
 P.O. Box 1000, Bradenton, FL 34206-1000
 RFQ# 15-0456DC TURNKEY INSTALLATION OF FUEL DEPOT**
2. Certificate shall be mailed to:
**Manatee County Purchasing Division
 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205
 Attn: Deborah Carey-Reed, CPPB, Contract Specialist
 (email acceptable to: deborah.carey-reed@mymanatee.org)**

PERFORMANCE AND PAYMENT BONDS (If Contract exceeds \$100,000)

The Successful Quoter shall furnish Surety bonds using the Public Construction Bond form prescribed in Florida Statutes § 255.05, which is provided herein, as security for faithful performance of the Contract awarded as a result of this Bid and for the payment of all persons performing labor and/or furnishing material in connection therewith. Failure to provide the required bonds on the prescribed form may result in Successful Quoter being deemed nonresponsive. Bonds must be in the form prescribed in Florida Statutes § 255.05, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Florida Statutes § 255.05.

Surety of such bonds shall be in an amount equal to 100% of the Contract Award issued by a duly authorized and nationally recognized Surety company, authorized to do business in the State of Florida, satisfactory to this County. Surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York, 10038. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Performance and Payment Bonds shall be issued to Manatee County, a political subdivision of the State of Florida, within ten (10) calendar days after Notice of Intent to Award.

In addition, pursuant to F.S. § 255.05(1) (b), the Contractor shall be responsible and bear all costs associated to record the Performance and Payment bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Purchasing Division upon filing. Pursuant to F.S. § 255.05(1) (b), the County will make no payment to the Contractor until the Contractor has complied with this paragraph.

Furnishing of the recorded performance and payment bonds shall be requisite to execution of a contract with the County. Said performance and payment bonds will remain in force for the duration of the contract with the premiums paid by the contractor. Failure of successful quoter to execute such contract and to supply the required bonds shall be just cause for annulment of the award. The County may then contract with another acceptable quoter or re-advertise this Quotation. If another quote is accepted, and notice given within 90 days after the opening of quotes, this acceptance shall bind the quoter as though they were originally the successful quoter.

Failure of the County at any time, to require performance by the contractor of any provisions set out in the contract will in no way affect the right of the County, thereafter, to enforce the provisions.

When activity occurs within the resulting Contract that increases the amount of the Contract by either an approved Administrative Contract Adjustment (ACA) or an approved Change Order, a recorded Bond Rider shall be provided before the additional Work can proceed. All premiums shall be paid by the Contractor.

NO DAMAGES FOR DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the Total Contract Price or payment or compensation of any kind from the County or direct, indirect, consequential impact or other costs, expenses for damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided; however, that this provision shall not preclude recovery or damages by the Contractor for hindrance or delays due solely to fraud, bad faith, or active interference on part of the County or its agents. Otherwise, the Contractor shall only be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

NO INTEREST

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

CONSTRUCTION OF CONTRACT

The resulting Contract and the rights and responsibilities hereunder shall not be construed more strongly against either party, regardless of the extent to which such party may have participated in the preparation hereof.

BE GREEN

All Contractors are encouraged to use as many **environmentally preferable** "green" products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. **Environmentally preferable are products or services that have a reduced adverse effect on the environment.** Provide detail of your organization's initiative and its ability to meet the goal of environmental sustainability.

END OF SECTION

QUOTATION FORM**DATE DUE:** January 19, 2015 at 3:00 P.M.

To: Manatee County Purchasing
 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205
Attention: Deborah Carey-Reed, CPPB- Contract Specialist
 Email: deborah.carey-reed@mymanatee.org Phone: 941-749-3074

Re: RFQ #15-0456DC – TURNKEY INSTALLATION OF FUEL DEPOT**TOTAL PRICE:** \$ _____

Number of days for completion not to exceed _____ calendar days after award (not to exceed 90 calendar days.).

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

We understand that the quote specifications, terms, and conditions in their entirety shall be made a part of any agreement or contract between Manatee County and the successful quoter. Failure to comply shall result in contract default, whereupon, the defaulting contractor shall be required to pay for any and all procurement costs, damages, and attorney fees as incurred by the County.

Communications concerning this Quote shall be addressed as follows:

Person's Name: _____

Email: _____ Phone: _____

Date: _____ FL License / Certification # _____

Quoter is a WBE/MBE Vendor? _____ Certification # _____

COMPANY'S NAME: _____

AUTHORIZED SIGNATURE(S): _____

Name and Title of Above Signer(s)

CO. MAILING ADDRESS: _____

STATE OF INCORPORATION: _____ (if applicable)

TELEPHONE: (____) _____ **Site Visit(s) Date Performed:** _____

Acknowledge Addendum Nos. _____ Dated: _____

**QUOTE FORM
(SUBMIT IN TRIPLICATE)
TURNKEY INSTALLATION OF FUEL DEPOT**

	QUOTE ITEM DESCRIPTION	U/M	QTY	UNIT COST	EXTENDED TOTAL
1	Furnish and Install Concrete Pad, Bollards, Driveways	LS	1		\$
2	Off Load, upon delivery, County owned 20,000 gallon Modern Fuel Tank, 18' Catwalk, Remote Fill Box, Clock Gauges, Dry Disconnects, and Dust Caps	LS	1		\$
INSTALL THE FOLLOWING COUNTY-OWNED EQUIPMENT; CONNECT TO FUELMASTER & VEEDER					
3	Modern Fuel Tank, 20,000 gallons (Split compartment: 5,000 gas/10,000 diesel)	LS	1		\$
4	Gasboy Atlas Mechanical Diesel, Single Hose Dispenser #9153 KX-L-CX	EA	2	\$	\$
5	Gasboy Atlas Mechanical Unleaded, Dual Hose Dispenser #9153 KXTW1-L-CX	EA	1	\$	\$
6	Diesel Hose Retractors	EA	2	\$	\$
7	Bravo Above Ground Containment Boxes with 1" Drain Valves	EA	3	\$	\$
8	Fuelmaster 3550plus, Nozzle Tags and Hose Controllers	EA	1	\$	\$
9	Veeder Root TLS-350plus, Complete with Probes and Float Kits	EA	1	\$	\$
10	Red Jacket Submersible Turbine Pump 102" – 167" ¾ HP	EA	2	\$	\$
11	Red Jacket Standard Control Box with Capacitor #880-030-5	EA	4	\$	\$
12	DEF Mini-Bulk System, 500 gallon Tank with Dispenser	EA	1	\$	\$
13	Fire Extinguishers with Covers (Two on Fuel Island and One on Electrical Rack)	EA	3	\$	\$
14	Identification / Safety Placards	LS	1		\$
FURNISH AND INSTALL					
15	Furnish and Install All Fuel Piping and Valves	LS	1		\$
16	Furnish and Install All Electric and Communication Components	LS	1		\$
17	Electrical Outdoor Rack: ◦ Furnish and Install underground, 1 ¼" Conduit and appropriate electric wires from Peace River Electric transformer to electrical outdoor rack.	LS	1		\$

	<ul style="list-style-type: none"> ◦ Install Peace River Meter on rack. ◦ Furnish and Install all other electric components as specified on the Plans. ◦ Furnish and Install underground conduit and electric wire from electrical rack to Fuel Island. ◦ Furnish and Install Surge Protector, Electrical Wiring, and Communications underground, including cemented areas. ◦ Furnish and Install an "Extra" 2" Conduit with pull string from rack to Fuel Island. 				
18	<p>Communications:</p> <ul style="list-style-type: none"> ◦ Install underground, 2" conduit with pull string from current in-ground Fiber Optic vault located at corner of property to outdoor electrical rack. ◦ Fiber Optic cable shall be supplied by the County. ◦ Furnish and Install 30"x24"x12" Outdoor Electrical Enclosure Box, External Power Supply, GFI Power Outlet and Ruggedized Switch. (Switches shall be installed close together inside the enclosure for future expansion). ◦ Connect to County network via fiber single mode gigabit network. Ruggedized switch will include a LH Single Mode GBIC with LC connector and a 2' single mode jumper (LC to LC) to connect to County supplied LIU. ◦ County will supply IP addresses for all IP connected devices upon request. ◦ Furnish and Install Conduit and Cat 5 Cable from electrical rack to Fuel Island and connect to Fuelmaster FMU. ◦ Furnish and Install an "Extra" 2" Conduit with pull string from vault to rack to Fuel Island. 	LS	1		
19	Furnish and Install 3" LED Lamps and Poles	EA	3	\$	\$
20	As Built Documents including Warranty and Close Out Documents	LS	1		\$
	PROJECT TOTAL QUOTE PRICE				\$

QUOTATION FORM
CONTRACTOR'S QUESTIONNAIRE

The Quoter warrants the truth and accuracy of all statements and answers herein contained.

1. COMPANY'S NAME: _____
CO. PHYSICAL ADDRESS: _____

2. Quoting as an; individual:___; a partnership: ___; a corporation; ___; a joint venture; _____
If a partnership: list names and addresses of partners; if a corporation: list names of officers, directors, shareholders, and state of incorporation; if joint venture: list names and address of venturers and the same if any venturer is a corporation for each such corporation, partnership, or joint venture:

3. Your organization has been in business (under this firm's name) as a _____
for how many years? _____

4. Describe and give the date and owner of the last three government projects you've completed which are similar in cost, type, size, and nature as the one proposed (for a public entity). Include contact name and phone number:

5. Have you ever been assessed liquidated damages under a contract during the past five (5) years? If so, state when, where (contact name, address, and phone number) and why.

6. Have you ever failed to complete work awarded to you? If so, state when, where (contact name, address, phone number) and why?

7. Have you ever been debarred or prohibited from bidding on a governmental entity's construction project? If yes, name the entity and describe the circumstances:

8. Name three individuals, governmental entities, or corporations for which you have performed similar work and to which you refer. Include contact name and phone number:
1. _____
2. _____
3. _____

9. What date(s), and with whom, did you perform the site inspection?

10. What specific physical conditions, including, but not limited to, the location of existing underground facilities have you found which will, in any manner, affect cost, progress, performance, or finishing of the work?

12. Will you subcontract any part of this Work? If so, describe which major portion(s):

13. Minority subcontractors?.

14. What major equipment do you own to accomplish this Work?

15. What major equipment will you purchase/rent for the Work? (specify which)

16. If applicable, List the following in connection with the Surety which is providing the Bond(s):

Surety's Name: _____

Surety's Address: _____

Name, address and phone number of Surety's resident agent for service of process in Florida:

Phone: (_____) _____

Attachment

STATEMENT OF NO QUOTE

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 quote on RFQ No.: 15-0456DC- TURNKEY
INSTALLATION OF FUEL DEPOT, for the following reason(s):

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

REMARKS:

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

Company Name: _____

Company Address: _____

Telephone: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)

Attachment**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**SWORN STATEMENT PURSUANT TO ARTICLE 5,
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 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 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 judgement 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]

Notary Public Signature My commission expires _____

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

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