

ITQ No.  
18-R06810SR  
Street Signs  
April 27, 2018

Manatee County BCC  
Procurement Division  
1112 Manatee Avenue West Ste 803  
Bradenton, FL 34205  
[purchasing@mymanatee.org](mailto:purchasing@mymanatee.org)



**NOTICE TO BIDDERS**

**NO. 18-R06810SR**

**Street Signs**

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County) will receive offers from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Bidders), to provide Street Signs, as specified in this Invitation to Quote.

**DATE, TIME AND PLACE DUE:**

The Due Date and Time for submission of Bids in response to this ITQ is **May 18, 2018 at 3:00 P.M. ET.** Bids must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 prior to the Due Date and Time.

**SOLICITATION INFORMATION CONFERENCE:**

There is no Information Conference scheduled for this Invitation to Quote.

**QUESTIONS AND CLARIFICATION REQUESTS:**

Submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Invitation to Quote to the Manatee County Procurement Division on May 4, 2018. Questions and inquiries should be submitted via email to [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org) or to the Designated Procurement Contact shown below.

**Important: A prohibition of lobbying is in place. Review Section 8.12 carefully to avoid violation and possible sanctions.**

**DESIGNATED PROCUREMENT CONTACT:** Stacia Raposa, Sr. Buyer  
(941) 749-3041, Fax (941) 749-3034  
Email: [stacia.raposa@mymanatee.org](mailto:stacia.raposa@mymanatee.org)  
Manatee County Financial Management Department  
Procurement Division

AUTHORIZED FOR RELEASE: \_\_\_\_\_



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**INVITATION TO QUOTE  
FOR  
Street Signs  
QUOTE NUMBER: 18-R06810SR  
ISSUE DATE: April 27, 2018**

**1.0 Background and Contact Information**

The Manatee County Government (County) issues this Invitation to Quote (ITQ) for Street Signs. Companies and/or individuals that are qualified to provide the required goods/services (Bidders) are invited to submit a response (Quote) to this ITQ.

**1.01 Background**

It is the intent of Manatee County to establish an annual agreement to procure, on an “as needed” basis Street Signs for use by the Public Works Department, Traffic Operations Division. The agreement from the acceptance of a quotation shall be made with a blanket purchase order and be bound by the terms and conditions of the purchase order and the specifications of this Invitation to Quote

**1.02 Contact Information**

The County representative regarding this ITQ is:

- **Stacia Raposa**
- **stacia.raposa@mymanatee.org**
- **941-749-3041**

**2.0 Due Diligence and Scope of Work**

The County will conduct a due diligence review of all Quotes received to determine if the Bidder is responsible and responsive. To be responsive a Bidder must submit a Quote that conforms in all material respects to the requirements of this ITQ and contains all the information, fully completed attachments and forms, and other documentation required. Quotes that are deemed non-responsive will not be considered or evaluated.

To be responsible, a Bidder must meet the minimum qualification requirements as stated in Attachment A and have the capability to perform the Scope of Services contained in this ITQ. Quotes submitted by Bidders that are deemed non-responsive will not be considered or evaluated. Bidder must submit the information and documentation requested in Attachment A that confirms it meets the Minimum Qualification Requirements as stated in Attachment A.

**3.0 Scope**

The successful Bidder shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide Street Signs as specified in Attachment A that meets the requirements of the County.

#### 4.0 ITQ Schedule

Scheduled Item	Scheduled Date
Question deadline	May 4, 2018
Final Addendum issued	May 11, 2018
Quote Deadline	May 18, 2018, by 3:00 p.m., ET
Award recommendation	May 2018

#### 5.0 Quote and Submission Process

##### 5.01 Quote

Complete the Quote form that details all costs associated with providing Street Signs as specified herein.

##### 5.02 Submission Process

Submit the Quote by the Quote Deadline stated above to the Procurement Division representative assigned to this solicitation via email at [stacia.raposa@mymanatee.org](mailto:stacia.raposa@mymanatee.org) or deliver to 1112 Manatee Ave., West, Bradenton, FL 34205, Suite 803.

#### 6.0 Purchase Order

##### 6.01 Term of Purchase Order Or Required Delivery Date

The term of the Purchase Order will be as provided in the specific terms and conditions Attachment B.

##### 6.02 Terms and Conditions

A Purchase Order will be issued to the Successful Bidder. The Purchase Order will incorporate the Terms and Conditions of this ITQ, Successful Bidder's Quote and any subsequent information requested from the Successful Bidder by the County.

Additionally, the Successful Bidder will be required to be registered with the Florida Department of State, Division of Corporations to do business in the State of Florida ([www.sunbiz.org](http://www.sunbiz.org)).

##### 6.03 Payment and Invoices

Payment will be made in accordance with Florida State Statutes and with a payment schedule approved by the County and the Successful Bidder. Invoices required by this ITQ will be to the County in a manner accepted by the County and will include at a minimum the invoice date, invoice amount, date, goods provided/services performed, and purchase order number.

##### 6.04 Taxes

All taxes of any kind and character payable for the work done and materials furnished under the Purchase Order will be paid by the Successful Bidder. The laws of the State of Florida provide that sales tax and use taxes are payable by the Successful Bidder upon the tangible personal property incorporated in the work and such taxes will be paid by the Successful Bidder. County is exempt from all State sales taxes.

## **7.0 Quote Requirements**

### **7.01 ITQ Process**

This ITQ will in no manner be construed as a commitment on the part of the County to award a Purchase Order. The County reserves the right to postpone or cancel this ITQ process; to negotiate, select or procure parts of services; to change or modify the ITQ schedule at any time; to award a Purchase Order to another Bidder if the Successful Bidder does not agree to the terms and conditions of this Purchase Order or if the Successful Bidder's performance does not meet the requirements in this ITQ; and to award a Purchase Order based on the overall best value to the County not necessarily the lowest Quote. The County reserves the right to recover damages from any Successful Bidder that does not perform after the award of such Purchase Order.

### **7.02 Rejection of Quotes**

Quotes containing any omission, alterations of form, additions or conditions not requested, conditional or alternate Quotes, incomplete Quotes, will be considered irregular and may be rejected. The County reserves the right to waive any technicalities and formalities in this ITQ process or in the Quotes thereto and make the award in the best interest of the County. The County may, at its discretion, reject any or all Quotes.

### **7.03 Cost of Preparation**

All costs associated with preparing and delivering the Quote will be borne entirely by the Bidder. The County will not compensate the Bidder for any expenses incurred by the Bidder as a result of this ITQ process.

### **7.04 Questions and Addenda**

All questions concerning this ITQ must be submitted in writing to the Procurement Division prior to the Question Deadline as stated in the ITQ Schedule. It is the responsibility of the Bidder to verify the County received its question or inquiry concerning this ITQ. All questions and answers will be provided to each potential Bidder in the form of an addendum posted on the Procurement webpage of the County website.

### **7.05 Additional Information and Presentations**

The County reserves the right to request additional information, if applicable, from select Bidders based on the needs of the County.

### **7.06 Government Entities**

The County reserves the right to utilize applicable State of Florida contracts or other approved cooperative contracts for any items or services covered by this ITQ when it is in the best interest of the County.

Successful Bidder agrees to make available to all governmental agencies, authorities, departments, and municipalities the Quote prices submitted with the successful Quote should any governmental agency, authority, department, and municipality (collectively referred to as Public Entities) desire to buy under the successful Quote.

The County will not be responsible for any transactions between the Awarded Bidder and Public Entities that may elect to utilize the successful Quote. All terms, prices and conditions of the successful Quote will apply between the Successful Bidder and Public Entities utilizing the

successful Quote. As a condition of using the successful Quote, the Public Entity and Successful Bidder shall hold the County harmless from any claims or lawsuits that may arise. NOTE: Any quantities estimated in this ITQ are for the County requirements only.

## **8.0 ITQ General Terms and Conditions**

### **8.01 Binding Offer**

A Bidder's Quote will remain valid for a period of 60 days following the Quote Deadline and will be considered a binding offer to perform the required services and/or provide the required goods. The submission of a Quote will be taken as prima facie evidence that the Bidder has familiarized itself with the contents of this ITQ.

### **8.02 Insurance Requirements**

Successful Bidder must maintain the insurance limits and coverages, as identified in Attachment N/A, uninterrupted or amended through the term of the Agreement/Purchase Order. In the event the Successful Bidder becomes in default of the insurance requirements the County reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability, will provide that the County, members of the County's governing body, and the County officers, volunteers and employees are included as additional insured.

### **8.03 Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Quote on a contract to provide any goods or services to a public entity; may not submit a Quote on a contract with a public entity for the construction or repair of a public building or public work; may not submit a Quote on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

### **8.04 Drug-Free Workplace Program Certification**

In accordance with Section 287.087, Florida Statutes, whenever two or more Quotes are equal, preference will be given to the Quote received from a business that certifies it has implemented a drug-free workplace program. If none or all of the equal Bidders have a drug-free workplace program, the Bidder where the Quote is received with the earliest date, time stamp will be awarded the Purchase Order. Bidders must complete and return the Drug-Free Workplace form included with the Quote.

### **8.05 Convicted Vendor List**

A Bidder cannot be listed on the Florida Department of Management Services, Convicted Vendor List, as defined in Section 287.133(3) (d), Florida Statutes. ([www.dms.myflorida.com](http://www.dms.myflorida.com))

### **8.06 Collusion**

More than one Quote from the same Bidder under the same or different names will not be considered. Joint Quotes will not be accepted. Reasonable grounds for believing that a Bidder is submitting more than one Quote will cause the rejection of all Quotes in which the Bidder is

involved. Quotes will be rejected if there is reason for believing that collusion exists among Bidders and no participant in such collusion will be considered in any future solicitations for a period of six months following the Quote Deadline for this ITQ.

8.07 Public Disclosure

All documents and other materials or documents submitted by a Bidder in response to this ITQ will become the property of the County. The County is subject to the open records requirements of Florida State Statute Chapter 119, and as such, all materials submitted by the Bidder to the County are subject to public disclosure. The Bidder specifically waives any claims against the County related to the disclosure of any materials if made under a public records request.

8.08 Procurement Protest Policy

Failure to follow the procurement protest policy set out in the County policies constitutes a waiver of the Bidder's protest and resulting claims. A copy of the procurement protest policy may be obtained by contacting the County via mail at [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org).

8.09 Disclosure

Upon receipt, all inquiries and responses to inquiries related to this Invitation to Quote become "Public Records", and shall be subject to public disclosure consistent with Florida Statute, 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 Quotes shall be conducted at the 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 the 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 of rejection of all Quotes.

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

- a. Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Manatee County public record policies. Bidder agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by County, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies including but not limited to Section 119.0701, Florida Statutes.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of the contract term and following completion of the contract if the Successful Bidder does not transfer the records to the public agency.

- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the Successful Bidder transfers all public records to County upon completion of the contract, the Successful Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Bidder keeps and maintains public records upon completion of the contract, the Successful Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

**IF THE SUCCESSFUL BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT: (941) 742-5845, DEBBIE.SCACCIANOCE@MYMANATEE.ORG, ATTN: RECORDS MANAGER, 1112 MANATEE AVENUE WEST, BRADENTON, FL 34205.**

8.10 Trade Secrets

Manatee County is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as part of a Quote in response to a Invitation to Quote are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes.

Except for materials that are 'trade secrets' as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of a Quote in response to the Request for Quote shall belong exclusively to County.

To the extent that Bidder desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the Quote that are not declared as trade secret. In addition, Bidder shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Bidder shall offer a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret. Additionally, Bidder shall provide a hard copy of its Quote that redacts all information designated as trade secret.

In conjunction with trade secret designation, Bidder acknowledges and agrees that:

1. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the Bidders request for trade secret at any time; and
2. County and its officials, employees, agents, and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret throughout the evaluation process and until final execution of any awarded purchase order or contract; and
3. That after notice from County that a public records request has been made pursuant to Bidder's Quote, the Bidder at its sole expense, shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure.

Action by Bidder in response to notice from the County shall be taken immediately, but no later than 10 calendar days from the date of notification or Bidder will be deemed to have waived the trade secret designation of the materials.

Notwithstanding any other provision in this solicitation, designation of the entire Quote as 'trade secret', 'proprietary', or 'confidential' is not permitted and may result in a determination that the Quote is non-responsive.

#### 8.11 Confidentiality of Security Related Records

- a. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as "the Confidential Security Records") are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):
  - i. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
  - ii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County.
  - iii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to County.
- b. Successful Bidder agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County's Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Successful Bidder receives a request for such records, it shall immediately contact the County's designated Contract administrator who shall coordinate County's response to the request.

Prior to the employment of any person under this contract, the Successful Bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the Successful Bidder to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the Successful Bidder to perform work pursuant to the contract with Manatee County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

Only those individuals determined eligible to work in the United States shall be employed under this contract.

By submission of a Quote in response to this ITQ, the successful Bidder commits that all employees and subcontractors will undergo e-verification before placement on this contract.

The successful Bidder shall maintain sole responsibility for the actions of its employees and subcontractors. For the life of the contract, all employees and new employees brought in after contract award shall be verified under the same requirement stated above.

8.12 Lobbying

After the issuance of any ITQ, prospective Bidder, Bidders or their agents, representatives or persons acting at the request of such bidder shall not contact, communicate with or discuss any matter relating to the ITQ with any officer, agent or employee of Manatee County other than the Purchasing Official or the contact identified in this ITQ, pursuant to the Manatee County Code of Laws. This prohibition includes copying such persons on all written communication, including email correspondence. This requirement begins with the issuance of an ITQ and ends upon execution of the final Agreement or when the ITQ has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code of Laws.

8.13 License and Permits

The successful Bidder shall be solely responsible for obtaining all necessary license and permit fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, and responsible for the costs of such fees. Successful Bidder is solely responsible for ensuring all work complies with all Federal, State, local, and Manatee County ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

8.14 Health Insurance Portability and Accountability Act (HIPAA)

Any person or entity that performs or assists the County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the County any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder and reasonable assurances that IIHI/PHI will be held confidential;
- e. Making PHI available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;
- g. Making PHI available to the County for an accounting of disclosures; and
- h. Making internal practices, books, and records related to PHI available to the County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The selected Bidder must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

8.15 Minority and/or Disadvantaged Business Enterprise

The State of Florida Office of Supplier Diversity provides the certification process and maintains the database of certified MBE/DBE firms. Additional information may be obtained at <http://www.osd.dms.state.fl.us/iframe.htm> or by calling (850) 487-0915.

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## ATTACHMENTS

**ATTACHMENT A**  
**SCOPE/MINIMUM TECHNICAL SPECIFICATIONS**  
**ITQ NUMBER 18-R06810SR**

**A.**     **SCOPE**

It is the intent of Manatee County to establish an annual agreement to procure, on an “as needed” basis Street Signs for the use by the Public Works Department, Traffic Operations Division. The agreement resulting from the acceptance of a quotation shall be made with a blanket purchase order and be bound by the terms and conditions of the purchase order and the specifications of this Invitation to Quote.

**B.**     **TECHNICAL REQUIREMENTS**

Successful Bidder shall provide the following:

Aluminum Sign Blank Traffic Signs: All aluminum materials shall, in general meet the requirements of Aluminum Association Alloy 5502-H38 (ASTM B209). Panels are to be 0.063” and 0.080” (as specified) minimum thickness aluminum plate with rounded corners. All panels shall be degreased, etched, neutralized, and treated with Alodine 1200, Iridine 14-2, Bonderite 721, or equivalent. No stenciling shall be permitted on the panels. All panels shall be free of buckleys, warps,dents,burns and burrs.

Dimensions, hole sizes, hole locations, and corner radii shall conform to the attached drawing labeled Figure 1.

(Note: Holes to be punched as specified).

U” CHANNEL POSTS: U-Channel posts shall be constructed of rolled rail steel, be of rib back or flanged type design, and shall be punched full length with 3/8” diameter round holes on 1” centers starting 1” from the top. Finish shall be hot dip galvanized as specified. End of post shall not be pointed.

Posts shall be packaged not more than 50 per bundle and packed for shipping. Delivery for same requirements must be made by flatbed truck or trailer with reasonable good access to the entire shipment for unloading. Shipment must be accessible from the outside for a forklift.

Note: Drawings attached as Figure 1 for Sign Blanks and Figure 2 for Sign Brackets (not to scale).

**END OF ATTACHMENT A**

**ATTACHMENT B**  
**SPECIFIC TERMS AND CONDITIONS**  
**ITQ NUMBER 18-R06810SR**

**9.0 ITQ Specific Terms and Conditions**

**9.01 Blanket Order**

Blanket Purchase Order (s) shall be issued as a result of this ITQ. A Blanket Purchase Order number when accompanied by a valid Release Order number provided by an authorized County employee will authorize purchase on an “as needed” basis.

**9.02 Cancellation**

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

The County reserves the right to terminate an agreement (or item award) by giving 30 days written notice of intention to terminate if at any time the Vendor fails to abide by or fulfill any of the terms and conditions of the agreement. The County also reserves the right to terminate the agreement for any of the items herein for the convenience of the County, with or without cause.

**9.03 Delivery**

The primary goal of this agreement is the acquisition of street signs and the Vendors responsiveness under the terms of this agreement. All deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday, excluding holidays, to the designated locations agreed to by the buyer’s representative. Large shipments, i.e., truckloads requiring material handling equipment must be preceded by no less than 24-hour notice.

Vendor shall provide a delivery ticket for each delivery and will obtain authorization signatures from the County’s representative. At least one copy of the delivery ticket shall be left with the County’s representative on each delivery.

**9.04 Material Safety Data Sheet**

It shall be the responsibility of the awarded bidder(s) to submit, upon notification of award, a Material Safety Data Sheet (MSDS) for all toxic substances in accordance with Florida Status Chapter 442, The Right to Know Law, which mandates on-site MSDS for all toxic substances appearing in the work place is applicable.

**9.05 Quantities**

The exact quantities to be procured under this agreement cannot be determined at this time. Orders will be issues on an “as-required basis”; this may include none, all, or part of the quantities specified, or may result in additional quantities. The quantities listed are estimated and only given as a guideline for preparing your quote and should not be construed as representing actual quantities to be purchased.

9.06 **Regulations**

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

9.07 **Warranty, Maintenance, Service and Support**

If any product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers, or distributors of such products or the specifications listed in this quote, the Vendor shall pick up the product from the County at no expense to the County. Also, the vendor shall refund to Manatee County any money which has been paid for same. The vendor will be responsible for any attorney fees in the event the Vendor defaults and court action is required.

9.08 **Prices**

Bidders shall quote individual services, F.O.B Destination, including all discounts in accordance with the Quotation Form. The prices quoted shall be used for payment and shall be deemed to include payment in full for all transportation, labor, and equipment required in the delivery of all products and supplies to the point of delivery. The prices bid shall be in accordance with the Bid Form and shall remain firm and irrevocable for the agreement period.

It is the Bidder(s) responsibility to request any pricing adjustment under this provision. If no adjustment request is received from the Bidder, the County will assume the Bidder has agreed without pricing adjustment.

9.09 **Price Adjustments for Renewal Periods**

If not cancelled by the Bidder or the County, the awarded Blanket Purchase Order(s) shall be automatically extended/renewed beyond the first twelve (12) month agreement period for four (4) additional 12-month periods not to exceed a total agreement duration of sixty (60) months providing there are no changes in prices, terms, or conditions. Written notice of intention not to renew shall be submitted by the awarded bidder 90 days prior to the end of an agreement period. Should any bidder choose not to renew the bid awarded, the County reserves the right to terminate the Agreement with the Bidder and select the next qualified Bidder, or re-advertise for those bid items, or solicit a new invitation to Quote for all items.

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

Price adjustments requests will only be considered in the case of valid price increases passed on from the wholesale or manufacturer to the awarded Bidder during the award period. Any request and justification for adjustment must be supportable and made with proper review and approval.

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**ATTACHMENT C**  
**BASIS OF AWARD**  
**ITQ NUMBER 18-R06810SR**

Awards will be made on an "All-or-None Total Offer" per group basis, to the lowest, responsive, responsible bidder having the lowest total offer per Group listed on the Quote Form, meeting all specifications for Street Signs on "as needed" basis. Bidders are required to bid all items within a Group to be considered for award of that Group. The agreement resulting from the acceptance of a quotation shall be made by issuing a blanket purchase order(s) and be bound by the terms and conditions of the purchase order and the specifications of this Invitation to Quote.

Whenever two or more quotes which are equal with respect to price, quality and service are received, a quote received from a local business shall be given preference in award. Whenever two or more quotes which are equal with respect to price, quality and service are received, and both quotes or neither of these quotes are received from a local business, the award shall be determined by a chance drawing conducted by the procurement 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 the quote that for at least six (6) months prior to the announcement of the solicitation of quotes it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employee at that location.

**END OF ATTACHMENT C**

**ATTACHMENT D  
QUOTE FORM  
ITQ NUMBER 18-R06810SR**

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 Invitation to Quote.

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

**Manatee 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.**

COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

\_\_\_\_\_ DATE: \_\_\_\_\_  
(Print Name & Title of Signer)

COMPANY ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TEL. NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

FEIN NO.: \_\_\_\_\_

Acknowledge Addendum No. \_\_\_\_ Dated: \_\_\_\_\_

Acknowledge Addendum No. \_\_\_\_ Dated: \_\_\_\_\_

Acknowledge Addendum No. \_\_\_\_ Dated: \_\_\_\_\_

**QUOTATION FORM**

**INVITATION TO QUOTE #18-R06810SR**

**STREET SIGNS**

<b>INVITATION TO QUOTE #18-R06810SR STREET SIGNS</b>				<b>Vendor Name:</b> _____	
<b>Item</b>	<b>Stock Number</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
<b>GROUP A - "U" CHANNEL POST (<u>delivery 30 days - ARO</u>)</b>					
1	Tile Yard	Rib Back Design, Galvanized 12ft, 3-lb/ft	125 EA		
2	Tile Yard	Rib Back Design, Galvanized 10ft, 2-lb/ft	250 EA		
3	Tile Yard	Rib Back Design, Galvanized 36in, 3-lb/ft	500 EA		
<b>Grand Total, Group A for ITQ Award Purposes</b>					<b>\$</b>

<b>GROUP B - SIGN BRACKETS (<u>delivery 14 days - ARO</u>)</b>					
<b>Item</b>	<b>Stock Number</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
1	2B1020	Bracket, 4-Way Twist, 24" Galvanized	700 EA		
<b>Grand Total, Group B for ITQ Award Purposes</b>					<b>\$</b>

<b>GROUP C - OBJECT MARKERS (<u>delivery 14 days - ARO</u>)</b>					
<b>Item</b>	<b>Stock Number</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
1	2R1015	Amber, Object Markers 18" x 18" Type 3 with Amber Reflectors	140 EA		
2	2R1020	Red, Object Markers 18" x 18", Type 3 with Red Reflectors	145 EA		
<b>Grand Total, Group C for ITQ Award Purposes</b>					<b>\$</b>

<b>GROUP D - MARKERS, 100/BOX, NO ADHESIVE (<u>delivery 14 days - ARO</u>)</b>					
<b>Item</b>	<b>Stock Number</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
1	2B1003	Two-way, White/Red, Type 2, Class B	5 BX		
2	2R1040	Two-way, Red	5 BX		
3	2B1005	Two-way, Yellow	5 BX		
4	2R1035	One-way, White	1 BX		
<b>Grand Total, Group D for ITQ Award Purposes</b>					<b>\$</b>

**Vendor Name:** \_\_\_\_\_

**QUOTATION FORM**  
**INVITATION TO QUOTE #18-R06810SR**  
**STREET SIGNS**

<b>GROUP E - TRAFFIC SIGNS, ALUMINUM BLANKS, (per Figure 1) DRILL HOLES BOTH WAYS, ROUNDED CORNERS (<i>delivery 14 days - ARO</i>)</b>					
1	2B9900	Price per Sq Ft (as per spec .080)	1,250 SF		
2	2B1070	9" x 48"	5 EA		
3	2B1055	12" x 6"	100 EA		
4	2B1060	12" x 9"	60 EA		
5	2B1065	12" x 12"	60 EA		
6	2B1080	12" x 18"	430 EA		
7	2B1085	12" x 24"	175 EA		
8	2B1230	12" x 30"	3 EA		
9	2B1090	12" x 36"	450 EA		
10	2B1075	12" x 48	1 EA		
11	2B1095	18" x 18"	85 EA		
12	2B1105	18" x 24"	635 EA		
13	2B1110	18" x 30"	5 EA		
14	2B1115	18" x 36"	45 EA		
15	2B1120	18" x 48"	1 EA		
16	2B1125	18" x 72"	1 EA		
17	2B1130	21" x 15"	1 EA		
18	2B1135	24" x 24"	70 EA		
19	2B1145	24" x 30"	830 EA		
20	2B1150	24" x 36"	30 EA		
21	2B1155	24" x 48"	25 EA		
22	2B1160	30" x 30"	260 EA		
23	2B1185	30" x 36"	10 EA		
24	2B1190	30" x 42"	4 EA		
25	2B1195	30" x 48"	1 EA		
26	2B1165	30" Circular	10 EA		
27	2B1175	30" Vertical Octagon	180 EA		
28	2B1180	30" Vertical Pentagon	60 EA		
29	2B1140	36" x 36"	100 EA		

**Vendor Name:** \_\_\_\_\_

**QUOTATION FORM**  
**INVITATION TO QUOTE #18-R06810SR**  
**STREET SIGNS**

30	2B1100	36" Octagon	1 EA		
31	2B1170	36" Triangular	1 EA		
32	2B1210	48" x 36"	10 EA		
33	2B1200	48" x 36" Isosceles Triangle	1 EA		
34	2B1205	48" x 48"	20 EA		
35	2B1225	60" x 24"	1 EA		
36	2B1240	78" X 18"	1 EA		
37	2B1245	84" X 36"	1 EA		
38	2B9910	24" X 24" Vertical Pentagon	1 EA		
39	2B1235	72" X 48"	1 EA		
40	2B9900	<b>Price per Sq Ft (as per spec .063)</b>	250 SF		
41	2B1215	9" x 30"	2,900 EA		
42	2B1220	9" x 36"	100 EA		
<b>Grand Total, Group E for ITQ Award Purposes</b>					<b>\$</b>

<b>GROUP F - FACE MOUNTED STOP SIGNS</b>					
1	TBD	30" X 30", 3M HI INTENSITY PRISMATIC SHEETING APPLIED TO 30" OCTAGON ALUMINUM BLANK .080 WITH PREDRILLED HOLES	500 EA		
2	TBD	30" X 30", 3M DIAMOND GRADE SHEETING APPLIED TO 30" OCTAGON ALUMINUM BLANK .080 WITH PRE DRILLED HOLES	500 EA		
<b>Grand Total, Group F for ITQ Award Purposes</b>					<b>\$</b>

**Vendor Name:** \_\_\_\_\_

ATTACHMENT E  
**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 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]

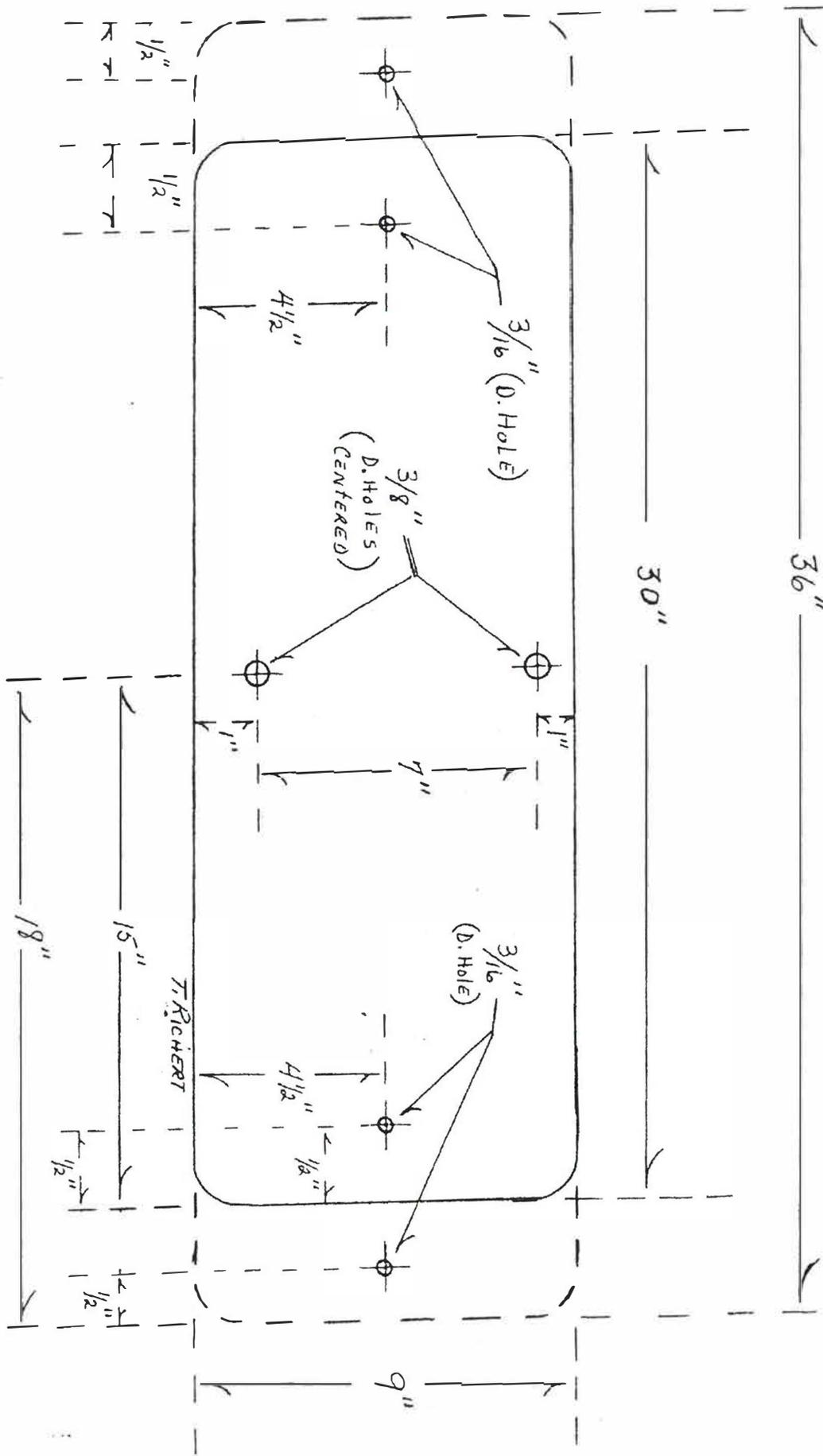
\_\_\_\_\_ My commission expires \_\_\_\_\_

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.

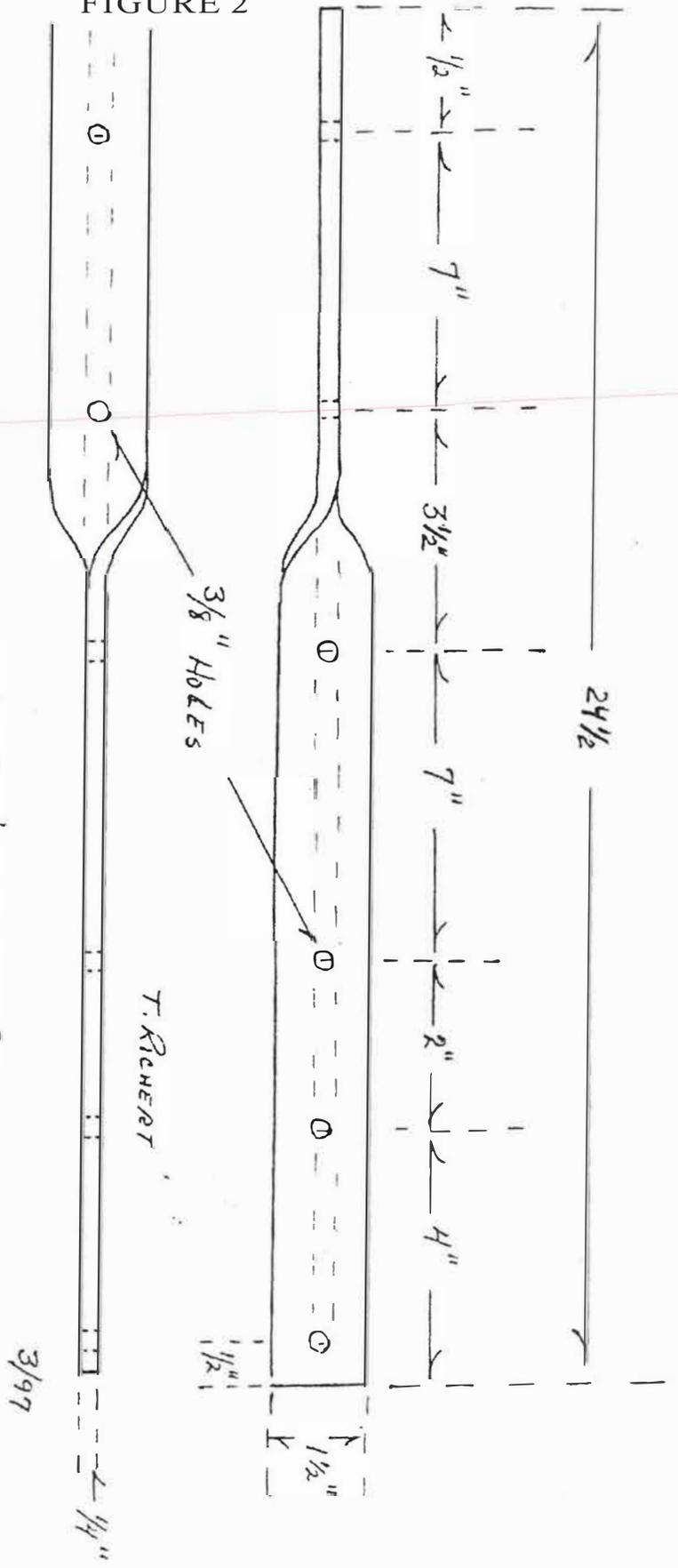
ATTACHMENT F  
FIGURE 1



TECHNICAL SPECIFICATIONS -- SIGN BLANKS  
T. RICHERT

FIGURE 1

FIGURE 2



STREET NAME SIGN BRACKET

T. RICHERT

- NOT TO SCALE -

3/97

Figure 2 - GALVANIZED STEEL TWIST BRACKET