



REQUEST FOR QUOTATION #15-1507-OV
STORMWATER POND MAINTENANCE
AT VARIOUS MANATEE COUNTY LOCATIONS

DATE ISSUED: May 13, 2015

DUE DATE: June 9, 2015 at 3:00pm

Acceptable methods of receipt:

Email:

Olga.Valcich@mymanatee.org

Fax:

941-749-3034

U.S. Mail

Manatee County Purchasing Division
Request for Quotation #15-1507-OV
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205

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

Manatee County, a political subdivision of the State of Florida, (hereinafter "Manatee County" or the "County") will receive quotations from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Florida or authorized to conduct business in the State of Florida.

NON-MANDATORY INFORMATION CONFERENCE: In order to ensure all prospective bidders have sufficient information and understanding of the County's needs, an Information Conference will be held at 1:00 PM on May 20, 2015 at the Manatee County Administration Building, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

CLARIFICATION DEADLINE

It shall be the responsibility of all Vendors to request any additional clarification of the contents herein. Clarification **deadline is May 27, 2015 at 3:00pm.** 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.

Important Note:

A prohibition of Lobbying has been enacted. Please review paragraph (page 6) carefully to avoid violation and possible sanctions.

Clarification Requests to be emailed to:

Olga Valcich, CPPB, Contract Specialist

P 941.749.3055

Email: olga.valcich@mymanatee.org

AUTHORIZED TO RELEASE: DWW

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GENERAL TERMS AND CONDITIONS

QUOTE FORMS

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

AMERICAN DISABILITIES ACT

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an **Information Conference** or **Bid Opening** should contact the person named on the first page of this Quote Document at least twenty-four (24) hours in advance of either activity.

AUTHORIZED PRODUCT REPRESENTATION

The supplier, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. The supplier's failure to perform accordingly may, in the County's sole discretion, be deemed a breach of contract, and shall constitute grounds for the County's immediate termination of the contract.

CLARIFICATION & ADDENDA

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

CODE OF ETHICS

With respect to this quote, if any quoter violates, directly or indirectly, the ethics provisions of the Manatee County Purchasing Ordinance and/or Florida criminal or civil laws related to public procurement, including but not limited to Chapter 112, Part III, Code of Ethics for Public Officers and Employees, Florida Statutes, such quoter will be disqualified from eligibility to perform the Work described in this REQUEST FOR QUOTATION, and may also be disqualified from furnishing future goods or services to, and from submitting any future quotes to supply goods or services to, Manatee County.

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

COLLUSION

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

- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other quoter or with any competitor;

- b. any prices and or cost data quoted for this quote have not been knowingly disclosed by the quoter and will not knowingly be disclosed by the quoter, prior to the scheduled opening, directly or indirectly to any other quoter or to any competitor;
- c. no attempt has been made or will be made by the quoter to induce any other person 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 quoter for purpose of doing business.

DISCLOSURE

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

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

DISCOUNTS

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

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, as that term is defined in Section 287.133, Florida Statutes, may not submit a quote to provide any goods or services to a public entity; may not submit a quote with a public entity for the construction or repair of a public building or public work; may not submit quotes on leases of real property to a public entity; may not be awarded or perform Work as a contractor, supplier, Subcontractor, or consultant under an agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted list.

In addition, the Manatee County Code of Laws prohibits the award of any quote 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 do business with Owner 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 Owner. 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 attached herein for this purpose

DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the Quotation Documents, all equipment, materials and articles incorporated in the work covered by this contract shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Quotation 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.

E-VERIFY

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

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 Owner 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 Work and other evidence of qualification for each such Subcontractor, supplier, persons or organization if requested by Owner. If Owner, after due investigation, has reasonable objection to any proposed Subcontractor, supplier, other person or organization, Owner may, before the notice of intent to award is given, request the successful quoter to submit an acceptable substitute without an increase in Contract Sum or Contract Time.

If successful quoter declines to make any such substitution, Owner may award the resulting Agreement to the next lowest qualified quoter that proposes to use acceptable Subcontractors, suppliers, and other persons who Owner does not make written objection to. Successful quoter shall not be required to employ any Subcontractor, supplier, other person or organization who successful quoter has reasonable objection to.

Subcontractors shall be bound by the terms and conditions of the resulting Agreement insofar as it applies to their Work, but this shall not relieve the successful quoter from the full responsibility to Owner for the proper completion of all Work to be executed under the resulting Agreement.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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

INDEMNIFICATION

The successful supplier covenants and agrees to indemnify and save harmless the County, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the County, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.

IRREVOCABLE OFFER

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

LEGAL NAME

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

LOBBYING

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

The County reserves the right to amend or to add to the names listed as persons to contact. All amendments or additions to the names listed as persons to contact shall be issued by Purchasing, in writing.

MATHEMATICAL ERRORS

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

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

MBE/WBE

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

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

MODIFICATION OF QUOTATION DOCUMENTS

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

QUOTE EXPENSES

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

QUALITY GUARANTEE

If any product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this quote, the supplier shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. Also, the supplier shall refund to Manatee County any money which has been paid for same. The supplier will be responsible for attorney fees in the event the supplier defaults and court action is required.

REGULATIONS

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

RESERVED RIGHTS

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

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

ROYALTIES AND PATENTS

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

TAXES

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

INSURANCE

The successful bidder(s) will not commence Work under a blanket purchase order (s) until all insurance under this section and such insurance coverage as might be required by the County has been obtained. The successful bidder(s) shall obtain, and submit to purchasing within ten (10) calendar days of request, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

a. Workers' Compensation/Employers' Liability

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Workers' Compensation Act or any other coverage required by the Contract documents which are customarily insured under Part One of the standard Workers' Compensation Policy.

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

(Each Accident)	<u>\$1,000,000</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 this Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 03) a Commercial General Liability Policy with the following minimum limits.

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

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

c. Business Auto Policy

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

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

Property Insurance

If this Contract includes construction of or additions to above ground buildings or structures, successful bidder(s) 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).

d. Installation Floater

If this Contract does not include construction of or additions to above ground building or structures, **but does involve** the installation of machinery or equipment, successful bidder(s) 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).

e. 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.

g. **Complete Policies:** The entire and complete insurance policies required herein shall be provided to the County on request.

If the initial insurance expires prior to the completion of operations and/or services by the successful bidder(s), renewal certificates of insurance and required copies of policies shall be furnished by the successful bidder(s) and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.

Nothing herein shall in any manner create any liability of the County in connection with any claim against the successful bidder(s) for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the Successful bidder(s) to the County or to any Workers, Suppliers, material men or employees in relation to the resulting blanket purchase order.

h. Certification Requirements – In order for the certificate of insurance to be accepted it shall 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#15-1507-OV.Stormwater Pond Maintenance at Various Locations**

2) Certificate shall be mailed to:
**Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
Attention: Olga Valcich, Contract Specialist, CPPB**

i. By way of its submission of a Quote hereto, Quoter

- 1) Represents that Quoter 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, as set forth in this solicitation;
- 2) Agrees that, upon County's request, appropriate evidence of the insurance requirements set forth in this solicitation will be produced by Bidder within ten (10) calendar days from the date of notice of Intent to Award; and
- 3) Agrees that, insurance should not be cancelled without thirty (30) days written notification to County and shall be endorsed to provide same. Failure of Bidder to obtain and maintain proper amounts of insurance as called for herein shall constitute a material breach of the resulting Contract by successful Bidder.

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

BE GREEN

All vendors/bidders/quoters/proposers (as applicable) 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 the reduced adverse effect on the environment. Provide detail of your organization's initiative and its ability to meet the goal of environmental sustainability.

SPECIFIC TERMS & CONDITIONS

BLANKET ORDER

It is the intent of Manatee County to secure the cost and availability for Stormwater Pond Maintenance Services. The services will consist of herbicide application and trash removal services within County owned stormwater ponds. It is the specific purpose of this RFQ to establish annual blanket purchase orders for these services.

Routine maintenance to be conducted at the frequency specified on the attached quotation form. The maintenance schedule is based on each project's specific permit conditions and existing site conditions. **A Routine Work Form detailing the dates and the work performed shall be provided to the successful quoter.**

A blanket purchase order (s) shall be issued as a result of this quotation. A blanket purchase order number, when accompanied by a written release order provided by a Manatee County Public Works designee, will authorize work on an **"as required basis"**, bound by the terms and conditions herein.

The successful quoter(s), is not authorized to proceed with, and will not be compensated for, any work that is not authorized by a written release order issued by the County's Representative.

ASSIGNMENT OF BLANKET PURCHASE ORDER

Successful quoter(s) shall not assign, transfer, convey, sublet or otherwise dispose of the resulting blanket purchase order or of his right, title, or interest therein, or his power to execute such blanket purchase order, or to assign any monies due or to become due there under to any other person, firm, or corporation unless first obtaining the written consent of the County. The giving of such consent to a particular Subcontractor shall not dispense with the necessity of such consent to any further or other assignment.

BLANKET PURCHASE ORDER TERM

The initial agreement shall be for a period of (1) year, commencing from date of award. Provided there are no changes in terms, or conditions, this agreement shall be automatically extended/renewed beyond the **first year (12 months) and for two additional agreement periods thereafter for a total of NOT TO EXCEED 36 months (3 years).**

CANCELLATION

It is mutually understood and agreed that any award made as a result of this RFQ may be cancelled by the Contractor upon 90 days written notice by Certified Mail to the County. The County is authorized to purchase services and / or materials in accordance with the quoted prices during this 90 day period.

The County reserves the right to terminate a contract by giving 30 days written notice of intention to terminate if at any time the Contractor fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for the convenience of the County, with or without cause.

SPECIFICATIONS

Contractors must submit quotes strictly in accordance with specifications. No variances or alterations to these specifications shall be allowed without an addendum provided by the County.

QUALIFICATIONS OF THE CONTRACTOR

The Contractor shall have in this line of business for at least five (5) years in the State of Florida at the same address. The Contractor shall also be registered to do business in the State of Florida. The Contractor shall provide the following with its quote submission:

1. Florida Department of Agriculture and Consumer Services (FDACS) Commercial Applicator License with an Aquatic Pest Control Category (5A).
2. Green Industries Best Management Practices (IFAS) Certificate.

SUBCONTRACTORS

The Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work.

ALL quoters must submit with their quote the Questionnaire/References form included herein. All work shall be in compliance with federal, state and local laws and ordinances.

CLEANUP

The successful quoter(s) shall keep the site free of rubbish and waste materials. Clean up shall be accomplished on a continuing basis throughout the (agreement) release order period and in such a manner as to maintain a minimum of nuisance and interference to the general public and residents in the vicinity of the Work.

The successful quoter(s) shall be expected to expeditiously prepare their quote and in no event shall the quote preparation time exceed **15 calendar days**. The successful quoter(s) shall submit their quote to the County, who will evaluate the quote and, if approved, will issue a release order for the Work. The County reserves the right to reject the quote. The County is under no obligation to issue a release order for the Work.

DEVELOPMENT OF PRICE QUOTE

If additional quantities are required to complete the Work, a "revised" release order detailing the additional work shall be issued. It shall be the successful quoter(s), responsibility to advise the County and obtain prior approval for additional quantities to be utilized beyond those specified in the original release order. No work may begin until the County authorizes the Work through a revised release order.

PAYMENT

Within forty-five (45) days after completion of services by the supplier, acceptance by the County, and presentation of an appropriate invoice, the County shall pay the total amount due. Payment invoices shall indicate both the Blanket Purchase Order number and the Release Order number if applicable.

PRICE ADJUSTMENTS FOR RENEWAL PERIODS

Prices shall remain firm for the **first 12 months** agreement term. Requested price changes for the remaining terms may be adjusted in accordance with the United States Department of Labor (www.dol.gov). The index used for each successive renewal period shall be the effective index on the date of renewal. If the County should consider said increase unwarranted or unreasonable, the County reserves the right to refuse request, terminate the agreement with the Vendor and select a second Vendor, or re-advertise.

RENEWAL

If not cancelled by the Contractor or the County, this Blanket Purchase Order shall be automatically extended, renewed beyond the first 12-month contract period for two (2) additional twelve (12) month optional periods providing there are no changes of prices, terms or conditions. The total contract period shall not exceed three (3) years unless agreed to by the County and the Contractor. The contract period begins with the issuance and acceptance of the Blanket Purchase Order. Written notice of intention not to renew or to request a pricing adjustment must be submitted by the Contractor 90 days prior to the end of the contract period. Should the Contractor choose not to renew the quote, the County reserves the right to terminate the Contract with the Contractor and select the next qualified quoter or solicit a new Request for Quote.

PROGRESS REQUIREMENTS

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

QUANTITIES

Exact quantities of service to be procured under this blanket purchase order cannot be determined at this time. Orders will be issued on an **“as required basis”**, this may include all or part of the quantities specified, or may result in additional quantities, however, quantities are not guaranteed. The quantities listed are estimates and only given as a guideline for preparing your quote and should not be construed as representing actual quantities to be purchased.

Should the need arise, County reserves the right to add additional Stormwater Ponds to this Blanket Purchase Order. A per acre price shall be provided by the Quoter. A separate line item has been included on the Quote Form.

QUALITY GUARANTEE AND REMEDIAL CLAUSE

If any work or material does not meet specifications, or materials furnished in conjunction with the work will not produce the results required of the work, the Contractor shall be required to rectify any and all work involved in the unsatisfactory situation. It shall be the responsibility of the Contractor responsible for the faulty work or the furnishing of unsatisfactory materials for any and all additional work or materials required due to the faulty work or materials.

QUALITY TERMS

The County reserves the right to reject any or all work or materials used in the work, if in its judgment the work or materials **reflect unsatisfactory workmanship, or manufacturing defects.**

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.

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 specification listed in this quotation, 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 shall be responsible for attorney fees in the event the Vendor defaults and court action is required.

RENEWAL

If not cancelled by the Contractor or the County, this Blanket Purchase Order shall be automatically extended, renewed beyond the first 12-month contract period for two (2) additional twelve (12) month optional periods providing there are no changes of prices, terms or conditions. The total contract period shall not exceed three (3) years unless agreed to by the County and the Contractor. The contract period begins with the issuance and acceptance of the Blanket Purchase Order. Written notice of intention not to renew or to request a pricing adjustment must be submitted by the Contractor 90 days prior to the end of the contract period. Should the Contractor choose not to renew the quote, the County reserves the right to terminate the Contract with the Contractor and select the next qualified quoter or solicit a new Request for Quote.

PROGRESS REQUIREMENTS

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

QUANTITIES

Exact quantities of service to be procured under this blanket purchase order cannot be determined at this time. Orders will be issued on an **“as required basis”**, this may include all or part of the quantities specified, or may result in additional quantities, however, quantities are not guaranteed. The quantities listed are estimates and only given as a guideline for preparing your quote and should not be construed as representing actual quantities to be purchased.

QUALITY GUARANTEE AND REMEDIAL CLAUSE

If any work or material does not meet specifications, or materials furnished in conjunction with the work will not produce the results required of the work, the Contractor shall be required to rectify any and all work involved in the unsatisfactory situation. It shall be the responsibility of the Contractor responsible for the faulty work or the furnishing of unsatisfactory materials for any and all additional work or materials required due to the faulty work or materials.

QUALITY TERMS

The County reserves the right to reject any or all work or materials used in the work, if in its judgment the work or materials **reflect unsatisfactory workmanship, or manufacturing defects.**

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.

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 specification listed in this quotation, 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 shall be responsible for attorney fees in the event the Vendor defaults and court action is required.

MINIMUM TECHNICAL SPECIFICATIONS

SCOPE OF WORK

Manatee County has a wide variety of stormwater ponds at a variety of facilities. This variety is more extensive than normal commercial enterprises in the area. The Contractor shall possess technical ability working with common aquatic nuisance plants and possess the knowledge of the appropriate herbicide to target the species. The successful Contractor shall perform the following:

- a. Eradication of nuisance, exotic, and designated undesirable plant species found growing within the designated stormwater pond. All Florida EPPC Category I and II species will be targeted unless directed otherwise. Treatment will be performed by foliar application. Biomass removal is not required, i.e., kill in place methodology is expected. This specifically includes the pond bank interface which changes seasonally based on the water levels.
- b. Native vegetation will not be sprayed. Care must be taken to ensure native vegetation is not impacted.
- c. The Contractor must use blue marker dye in herbicide mix.
- d. The Contractor shall submit completed Data Sheets upon completion along with an itemized invoice for payment upon completion of each zone.
- e. Upon completion and submission of required information, the designated contract administrator will perform an inspection and notify the Contractor of return needs or additional treatment prior to authorizing payment.

The work will be performed at scheduled intervals (4 events per year) and not performed randomly or without notification. Prior to each treatment cycle, a release order for the cycle will be issued to the Contractor as a Notice to Proceed. Upon receipt of the release order, the Contractor shall begin the maintenance cycle within ten (10) days and work until completion of the cycle.

CONTRACTOR'S RESPONSIVENESS

The primary goal of this contract is the timely and quality maintenance of Manatee County owned stormwater ponds. This includes treatment of all undesirable and designated upland and aquatic vegetation found within the designated stormwater pond area and the removal of all trash from the stormwater pond, banks, and outfall structure. Once the Contractor has been issued a release order, work shall commence within ten (10) days and the Contractor shall work until completion. Failure to begin work within the time specified may result in the work being performed by others and / or termination of this contract.

PRICING

The Contractor shall be paid on a unit basis for actual work performed which shall include all services, labor, material, equipment, disposal of trash, and transportation. The Contractor shall provide all tools, labor, and equipment considered to be normal and customary to the trade. The cost of necessary herbicides shall be factored into the unit price provided in the quote response.

MINIMUM TECHNICAL SPECIFICATIONS

SITE INSPECTION

To submit a complete quote, quoters shall examine the sites and fully acquaint themselves with all existing conditions of the work to be done in order to familiarize themselves with all precautions to be taken to avoid injury to persons and property. The Contractor shall determine, by site investigation, any necessary work or target plants not specifically called for, but necessary to satisfactorily complete the work. Signature on Quote Form will attest that the above investigation has been completed.

QUANTITIES

The work includes 102 locations, totaling 581 acres of stormwater ponds. The County may add or delete ponds throughout the contract period. The price for the addition shall be provided in a per acre rate provided in the RFQ Quote Form.

UNSUCCESSFUL SERVICES

In the event the work performance of the Contractor is unsatisfactory, the Contractor shall be notified by the County and given a time frame to correct the work. There will be no cost to the County for these corrections. If work is not corrected, or if the Contractor fails to perform any required service within the time frame agreed to, the County reserves the right to obtain the service of an alternate contractor. Deductions of the cost of such substitute will be made from the Contractor's payments. Exemptions may be given by the County if notified of any delays, problems or conflicts that may arise during the course of a particular project. Repetitive, unsatisfactory performance shall result in the termination of the contract.

WORK LOGS AND INVOICES

Services to be performed shall take place at a minimum of four (4) times per year at the designated location (s) which shall be provided to the Contractor by the County representative.

It is the Contractor's responsibility to:

1. At the completion of the maintenance cycle, the Contractor shall contact the County on the same day that the services have been completed at a given site, so that the work may be inspected in a timely manner. The Contractor must provide completed work logs to the County's contact representative / inspector detailing all herbicide used, species present and treated, and estimated weight of trash removed.
2. Work Log - Include the following information:
 - a. Arrival and departure time to the site
 - b. The date service was performed
 - c. Weather conditions
 - d. Damage to facility observed
 - e. Condition of skimmer and outfall structure
 - f. Document all herbicide approved and use
3. Invoices:
 - a. All invoices shall match the release order for the cycle
 - b. Mail invoices to the address shown on the Blanket Purchase Order
 - c. All invoices must be itemized

PERMITS, LICENSES, AND REGULATIONS

All permits and licenses necessary for the performance of the services shall be secured and paid for by the Contractor. The Contractor shall possess appropriate licenses for the services proposed herein.

WORKING HOURS

All work shall be performed during regular working hours, 7:00 a.m. until 5:30 p.m., Monday through Friday. Saturday and Sunday work may be accomplished, upon prior approval from the County, if weather conditions prevent the work from being completed during regular working hours. Overtime is NOT permitted and overtime charges shall not be included in the Quoted Price.

Manatee County Pond

Identification Nos.	Description	Acreage
11	Orlando Ave W (Tangelo Park Sub), between Mineola St & Orlando Cir/Seminole St	1.03
014	9th Ave Dr E between 31st St E & 32nd St E (Lake Park Sub.)	0.42
29	60th Ave E between 1st St E & 3rd St E, North Pond (Pine Bluff Square Sub.)	0.48
30	60th Ave E between 1st St E & 3rd St E, South Pond (Pine Bluff Square Sub.)	0.29
039	9th St E - between 51st Ave E & 53rd Ave E	0.61
043	Whitfield Manor Sub. - between 12th St E & 12th Ct E (7130 & 7126)	0.20
046	15th St E (E. side) just N. of 26th Ave E	4.98
047	34th St W N. of 57th Ave W, Lake B (Manatee Vo-Tech)	0.84
048	34th St W @ 57th Ave W, Lake A (State College of Florida)	1.05
056	53rd Ave W @ 43rd St W - S.E. corner of intersection	0.43
066	9th St E @ 4th Ave E, Lake A - N.E. corner	1.28
068	Lakewood Ranch Blvd @ High School Entrance (N.W. corner), Lake A	6.29
072	Kay Road Realignment @ 1st Ave E Extension, Lake A (behind Walmart)	0.74
078	24th St E @ 52nd Ave E, Lake A (behind Post Office)	0.10
080	60th Ave E Pond (Ellenton) - N. of Government Hammock & 400 LF North of Factory Shops Blvd (East side of road)	0.14
083	SR 70 @ Natalie Way, Lake A (N.W. corner)	0.78
084	Whitfield Ave Extension @ Prospect Rd, Lake A - (N.E. corner)(Cascades Sub.)	1.16

089	4750 75th St W - between 53rd Ave W & Cortez Rd (W. side)	3.01
090	Jackson Park (Palmetto) - N. of 17th St W, between 3rd Ave W & 4th Ave W	1.47
091	Manatee Co. Fleet Services - 66th St W @ 65th St W (W. side)	0.69
092	2907 97th Ave E - between Old Tampa Rd & 28th St E (W. side)(Ellenton Acres Sub.)	0.19
095	23rd St E @ US 41 (Palmetto) - S.E. corner	0.05
097	63rd Ave E - between 41st St E & Lockwood Ridge Rd (N. side)	0.53
101	Rocky Bluff Library (Ellenton) - US 301 @ Ridgewood Blvd	0.29
103	El Conquistador Pkwy - 0.46 miles S. of 53rd Ave W (S.side)	0.92
133	University Place Community Park - Cooper Creek Blvd (pond East of parking lot)	0.32
139	Nicholson Drain - Commerce Blvd @ 12th St Ct E	0.46
141	44th Ave E - 0.20 miles West of US 301 Blvd E on South side of road	0.16
2000	Bennett Park - Cypress Creek Blvd/Kay Rd, Pond B	0.77
2003	Bennett Park - Cypress Creek Blvd/Kay Rd, Pond A	0.86
2044	Bennett Park - Cypress Creek Blvd/Kay Rd, Pond O	1.14
2049	Bennett Park - Cypress Creek Blvd/Kay Rd, Pond A	11.22
2050	Bennett Park - Cypress Creek Blvd/Kay Rd, Pond Q	2.57
2051	University Place Community Park - Cooper Creek Blvd (pond South of multi-purpose field)	0.29
2076	44th Ave E - Creekwood Park, Pond C (1,300 LF East of 69th St E - South of Pond B on South side of road)	1.14
2140	Bennett Park - Cypress Creek Blvd/Kay Rd, Pond I	2.15
2162	Bennett Park - Cypress Creek Blvd/Kay Rd, Pond J	0.54
2222	Caruso Road @ Braden River High School main entrance (N.E. corner)	0.26
054C	75th St W - S. of Catholic Church, N. of Palma Sola Drain, Lake C	0.19
057A	Wauchula Road - Wet Pond N. of Flat Ford Bridge (E. side), Lake A	1.42

057B	Wauchula Road - Dry Pond N. of Flat Ford Bridge (E. side), Lake B	0.22
059A	Lockwood Ridge Rd, Lake A - N. of Glenbrook Drive (E. side)	0.53
059B	Lockwood Ridge Rd, Lake B - N. of Vintage Drive (E. side)	0.45
059C	Lockwood Ridge Rd, Lake C - N. of Tournament Boulevard (E. side)	0.79
059D	Lockwood Ridge Rd, Lake D - S. of Whitfield Ave (E. side)	3.92
059E	Lockwood Ridge Rd, Lake E - N. of 67th Ave Cir (E. side)	4.61
059F	Lockwood Ridge Rd, Lake F - N. of 63rd Ave E (W. side)(Barrington Ridge Sub.)	2.95
059G	Lockwood Ridge Rd, Lake G - S. of 56th Ave Terr E (Barrington Ridge)	1.49
061A	Buckeye Road, Lake A Retention Pond - S.E. Corner of S curve (S. side)	0.25
061B	Buckeye Road, Lake B Retention Pond - N.E. Corner of S curve (N. side)	0.35
061F	Buckeye Road, Lake E Wet Pond - N.E. Corner of S curve (N. side)	0.92
062A	Manatee Civic Center, Lake A - N.E. corner of US 301 @ Haben Road	0.24
062B	Manatee Civic Center, Lake B - N.W. corner of Haben Blvd @ Riviera Dunes Way	0.25
062C	Manatee Civic Center, Lake C - N.E. corner of Haben Blvd @ Riviera Dunes Way	0.53
062D	Manatee Civic Center, Lake D - 0.12 miles N.E. of Riviera Dunes Way on Haben Blvd (W. side)	0.16
062E	Manatee Civic Center, Lake E - adjacent to E. parking lot entrance on Haben Blvd.	0.26
062F	Manatee Civic Center, Lake F - N.E. corner of Parking Lot	0.35
064A	63rd Ave W @ Bayshore Blvd, Lake A - S. side, W. of Episcopal Church	1.31
064B	63rd Ave W @ 5th St W, Lake B - N.E. corner (Butterfield Manor Sub.)	0.21
064C	63rd Ave E @ Lift Station, Lake C - E. side of Little Pittsburg Drain	1.67
064D	63rd Ave E @ 13th St Ct E, Lake D - S.W. corner	2.14
064E	63rd Ave E - between 33rd St E & Pearce Canal (S. side)	0.06
065A	30th Ave W, Lake A Wet Retention Pond - S. side, W. of 11th St W	1.07

070A	Tallevast Rd @ Pearce Drain, Lake A - W. of 31st St E (Palm Lakes Condos)	2.15
070B	Tallevast Rd @ Pearce Drain, Lake B - N.W. corner	1.40
071A	9th St W Extension, Lake A - Retention Pond N.W. corner DeSoto Mall	1.35
071B	9th St W Extension @ 301 Blvd, Lake B - Dry Pond (S.W. corner)	0.05
076A	57th Ave W - W. of 14th St W (N. side)	1.18
076B	57th Ave E @ Pittsburg Drain (N.E. corner)	0.26
076C	57th Ave E @ Pittsburg Drain N. side adjacent to Palm Lake Estates MHP	0.28
076D	57th Ave E - E. of 15th St E adjacent to Oneco Drain	2.56
079A	Lakewood Ranch Blvd @ SR 70, Lake A (N.W. corner)	0.68
079B	Lakewood Ranch Blvd @ Rangeland Pkwy, Lake B (N.W. corner)	1.42
079C	Lakewood Ranch Blvd @ Lakewood Ranch High School Rd, Lake C (E. side)	2.77
079D	Lakewood Ranch Blvd, Lake D - Lake Erie College of Osteopathic (W. side)	1.74
079E	Lakewood Ranch Blvd @ 44th Ave E, Lake E (N.W. corner)	1.81
079F	Lakewood Ranch Blvd, Lake F - N. of Technology Terr (W. side)	0.69
079G	Lakewood Ranch Blvd, Lake G - S. of Gatewood Dr (E. side)	0.99
079H	Lakewood Ranch Blvd @ Gatewood Dr, Lake H (N.W. corner)	1.28
079I	Lakewood Ranch Blvd @ Portal Crossing, Lake I (N.W. corner)	0.85
081A	Caruso Road - 400 feet N. of SR 70 (E. side)	0.32
081C	Caruso Road @ Braden River High School back entrance (N.E. corner)	0.27
081D	Caruso Road @ 48th Ave Dr E (S.E. corner)	0.38
086A	Honore Ave E, Lake E1 - E. of 47th Ln E (S. side)	1.12
086B	Honore Ave E, Lake E2 - halfway between 47th Ln E & Palomino Cir (N. side)	1.66
086D	Honore Ave E, DET-1 - 0.15 miles W. of Palomino Cir (S. side)	0.26

086E	Honore Avenue East, DET-2 - 0.23 miles W. of Palomino Cir (S. side)	0.42
086F	Honore Ave E, Lake F - 0.18 mile N. of Rio Bella Pl (E. side)	0.22
086G	Honore Ave E, Lake G - 0.10 mile N. of Rio Bella Pl (E. side)	0.25
093A	Manatee County EOC - N. side of 47th St E (W. pond)	0.99
093B	Manatee County EOC - N. side of 47th Terr E (E. pond) & Outfall @ N. end of adjacent pond on both S. & N. sides of road	3.80
096A	S.W. Corner 53rd Ave W @ El Conquistador Parkway, Lake A (closest to road)	0.58
096B	S.W. Corner 53rd Ave W @ El Conquistador Parkway, Lake B (farthest from road)	0.58
098A	Buffalo Rd, Lake A - Northern triangular pond along Buffalo Rd, N. of Erie	1.60
099A	17th St E, Lake A - large pond between 6th Ave E & 15th Ave Dr E (S. Side)	7.32
099B	17th St E, Lake B - triangular pond behind large pond (Pond A)	2.05
099C	17th St E, Lake C - narrow pond next to large pond along 17th St E (S. side)	0.86
099D	17th St E @ 6th Ave E, Lake D - N.W. corner (behind gas station)	0.86
099E	17th St E @ Bayshore Rd (Palmetto), Lake E - N.E. corner	2.51
099F	17th St E @ Bayshore Rd (Palmetto), Lake F - N.W. corner	0.38
104A	El Conquistador Pkwy - 0.63 miles N.W. of Champions Row St (S. side)	1.36
105B	El Conquistador Pkwy - 0.18 miles N.W. of Champions Row St (S. side)	0.94

BASIS OF AWARD

Award(s) shall be made to the two (2) responsive and responsible quoters having the lowest Total Quote Price for the requirements listed on the Quote Form for the Work as set forth in this Request for Quotation. Quote Prices shall include costs for furnishing all labor, equipment and / or materials for the completion of the Work in accordance with and in the manner set forth and described in the Quote Documents to the County's satisfaction within the prescribed time.

It is the intent of the County to place orders with the lowest priced responsive, responsible quoter who can provide the material or service at the time needed for the length of time required. The County reserves the right to place orders with other contractors in the event of an urgent, immediate need, and / or delivery time and availability of the services requested cannot be met by the lowest priced contractor at the time of need.

EQUAL QUOTATIONS

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 quoters and neither of these quotes are received from a local business, the award shall be determined by a chance drawing conducted by the purchasing office and open to the public.

LOCAL BUSINESS

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

QUOTATION FORM

REQUEST FOR QUOTATION #15-1507-OV

Stormwater Pond Maintenance at Various Manatee County Locations:

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 this Request for Quotation. 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 supplier shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

MANATEE COUNTY PURCHASING
1112 MANATEE AVENUE WEST, SUITE 803
BRADENTON, FL 34205
Olga Valcich, Contract Specialist, CPPB
Phone: 941-749-3055
Email: olga.valcich

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

(Print Name & Title of Signer) DATE: _____

COMPANY ADDRESS: _____

E-MAIL ADDRESS: _____

TELEPHONE: _____ FAX: _____

FEIN #: _____

BUSINESS LICENSE NUMBER: _____

NUMBER OF YEARS COMPANY HAS BEEN IN BUSINESS: _____

Acknowledge Addendum No. _____ Dated: _____

Acknowledge Addendum No. _____ Dated: _____

Acknowledge Addendum No. _____ Dated: _____

**RFQ #15-1507-OV, Quote Form - Stormwater Maintenance at
Various Manatee County Locations (4 Events Per Year)**

ITEM NO.	Manatee County Pond Identification No.	Pond Locations:	Acres	Cost Per Event	Extended Cost
1	11	Orlando Ave W (Tangelo Park Sub), between Mineola St & Orlando Cir/Seminole St	1.03		
2	014	9th Ave Dr E between 31st St E & 32nd St E (Lake Park Sub.)	0.42		
3	029	60th Ave E between 1st St E & 3rd St E, North Pond (Pine Bluff Square Sub.)	0.48		
4	030	60th Ave E between 1st St E & 3rd St E, South Pond (Pine Bluff Square Sub.)	0.29		
5	039	9th St E - between 51st Ave E & 53rd Ave E	0.61		
6	043	Whitfield Manor Sub. - between 12th St E & 12th Ct E (7130 & 7126)	0.20		
7	046	15th St E (E. side) just N. of 26th Ave E	4.98		
8	047	34th St W N. of 57th Ave W, Lake B (Manatee Vo-Tech)	0.84		
9	048	34th St W @ 57th Ave W, Lake A (State College of Florida)	1.05		
10	056	53rd Ave W @ 43rd St W - S.E. corner of intersection	0.43		
11	066	9th St E @ 4th Ave E, Lake A - N.E. corner	1.28		
12	068	Lakewood Ranch Blvd @ High School Entrance (N.W. corner), Lake A	6.29		
13	072	Kay Road Realignment @ 1st Ave E Extension, Lake A (behind Walmart)	0.74		
14	078	24th St E @ 52nd Ave E, Lake A (behind Post Office)	0.10		
15	080	60th Ave E Pond (Ellenton) - N. of Government Hammock & 400 LF North of Factory Shops Blvd (East side of road)	0.14		
16	083	SR 70 @ Natalie Way, Lake A (N.W. corner)	0.78		
17	084	Whitfield Ave Extension @ Prospect Rd, Lake A - (N.E. corner)(Cascades Sub.)	1.16		
18	089	4750 75th St W - between 53rd Ave W & Cortez Rd (W. side)	3.01		
19	090	Jackson Park (Palmetto) - N. of 17th St W, between 3rd Ave W & 4th Ave W	1.47		
20	091	Manatee Co. Fleet Services - 66th St W @ 65th St W (W. side)	0.69		
21	092	2907 97th Ave E - between Old Tampa Rd & 28th St E (W. side)(Ellenton Acres Sub.)	0.19		
22	095	23rd St E @ US 41 (Palmetto) - S.E. corner	0.05		
23	097	63rd Ave E - between 41st St E & Lockwood Ridge Rd (N. side)	0.53		

Authorized Signature: _____

Quoter: _____

**RFQ #15-1507-OV, Quote Form - Stormwater Maintenance at
Various Manatee County Locations (4 Events Per Year)**

ITEM NO.	Manatee County Pond Identification No.	Pond Locations:	Acres	Cost Per Event	Extended Cost
24	101	Rocky Bluff Library (Ellenton) - US 301 @ Ridgewood Blvd	0.29		
25	103	El Conquistador Pkwy - 0.46 miles S. of 53rd Ave W (S.side)	0.92		
26	133	University Place Community Park - Cooper Creek Blvd (pond East of parking lot)	0.32		
27	139	Nicholson Drain - Commerce Blvd @ 12th St Ct E	0.46		
28	141	44th Ave E - 0.20 miles West of US 301 Blvd E on South side of road	0.16		
29	2000	Bennett Park - Cypress Creek Blvd/Kay Rd, Pond B	0.77		
30	2003	Bennett Park - Cypress Creek Blvd/Kay Rd, Pond A	0.85		
31	2044	Bennett Park - Cypress Creek Blvd/Kay Rd, Pond O	1.14		
32	2049	Bennett Park - Cypress Creek Blvd/Kay Rd, Pond A	11.22		
33	2050	Bennett Park - Cypress Creek Blvd/Kay Rd, Pond Q	2.57		
34	2051	University Place Community Park - Cooper Creek Blvd (pond South of multi-purpose field)	0.29		
35	2076	44th Ave E - Creekwood Park, Pond C (1,300 LF East of 69th St E - South of Pond B on South side of road)	1.14		
36	2140	Bennett Park - Cypress Creek Blvd/Kay Rd, Pond I	2.15		
37	2162	Bennett Park - Cypress Creek Blvd/Kay Rd, Pond J	0.54		
38	2222	Caruso Road @ Braden River High School main entrance (N.E. corner)	0.26		
39	054C	75th St W - S. of Catholic Church, N. of Palma Sola Drain, Lake C	0.19		
40	057A	Wauchula Road - Wet Pond N. of Flat Ford Bridge (E. side), Lake A	1.42		
41	057B	Wauchula Road - Dry Pond N. of Flat Ford Bridge (E. side), Lake B	0.22		
42	059A	Lockwood Ridge Rd, Lake A - N. of Glenbrook Drive (E. side)	0.53		
43	059B	Lockwood Ridge Rd, Lake B - N. of Vintage Drive (E. side)	0.45		

Authorized Signature: _____

Quoter: _____

**RFQ #15-1507-OV, Quote Form - Stormwater Maintenance at
Various Manatee County Locations (4 Events Per Year)**

ITEM NO.	Manatee County Pond Identification No.	Pond Locations:	Acres	Cost Per Event	Extended Cost
44	059C	Lockwood Ridge Rd, Lake C - N. of Tournament Boulevard (E. side)	0.79		
45	059D	Lockwood Ridge Rd, Lake D - S. of Whitfield Ave (E. side)	3.92		
46	059E	Lockwood Ridge Rd, Lake E - N. of 67th Ave Cir (E. side)	4.61		
47	059F	Lockwood Ridge Rd, Lake F - N. of 63rd Ave E (W. side)(Barrington Ridge Sub.)	2.95		
48	059G	Lockwood Ridge Rd, Lake G - S. of 56th Ave Terr E (Barrington Ridge)	1.49		
49	061A	Buckeye Road, Lake A Retention Pond - S.E. Corner of S curve (S. side)	0.25		
50	061B	Buckeye Road, Lake B Retention Pond - N.E. Corner of S curve (N. side)	0.35		
51	061F	Buckeye Road, Lake E Wet Pond - N.E. Corner of S curve (N. side)	0.92		
52	062A	Manatee Civic Center, Lake A - N.E. corner of US 301 @ Haben Road	0.24		
53	062B	Manatee Civic Center, Lake B - N.W. corner of Haben Blvd @ Riviera Dunes Way	0.25		
54	062C	Manatee Civic Center, Lake C - N.E. corner of Haben Blvd @ Riviera Dunes Way	0.53		
55	062D	Manatee Civic Center, Lake D - 0.12 miles N.E. of Riviera Dunes Way on Haben Blvd (W. side)	0.16		
56	062E	Manatee Civic Center, Lake E - adjacent to E. parking lot entrance on Haben Blvd.	0.26		
57	062F	Manatee Civic Center, Lake F - N.E. corner of Parking Lot	0.35		
58	064A	63rd Ave W @ Bayshore Blvd, Lake A - S. side, W. of Episcopal Church	1.31		
59	064B	63rd Ave W @ 5th St W, Lake B - N.E. corner (Butterfield Manor Sub.)	0.21		
60	064C	63rd Ave E @ Lift Station, Lake C - E. side of Little Pittsburg Drain	1.67		
61	064D	63rd Ave E @ 13th St Ct E, Lake D - S.W. corner	2.14		
62	064E	63rd Ave E - between 33rd St E & Pearce Canal (S. side)	0.06		
63	065A	30th Ave W, Lake A Wet Retention Pond - S. side, W. of 11th St W	1.07		
64	070A	Tallevast Rd @ Pearce Drain, Lake A - W. of 31st St E (Palm Lakes Condos)	2.15		

Authorized Signature: _____

Quoter: _____

**RFQ #15-1507-OV, Quote Form - Stormwater Maintenance at
Various Manatee County Locations (4 Events Per Year)**

ITEM NO.	Manatee County Pond Identification No.	Pond Locations:	Acres	Cost Per Event	Extended Cost
65	070B	Tallevast Rd @ Pearce Drain, Lake B - N.W. corner	1.40		
66	071A	9th St W Extension, Lake A - Retention Pond N.W. corner DeSoto Mall	1.35		
67	071B	9th St W Extension @ 301 Blvd, Lake B - Dry Pond (S.W. corner)	0.05		
68	076A	57th Ave W - W. of 14th St W (N. side)	1.18		
69	076B	57th Ave E @ Pittsburg Drain (N.E. corner)	0.26		
70	076C	57th Ave E @ Pittsburg Drain N. side adjacent to Palm Lake Estates MHP	0.28		
71	076D	57th Ave E - E. of 15th St E adjacent to Oneco Drain	2.56		
72	079A	Lakewood Ranch Blvd @ SR 70, Lake A (N.W. corner)	0.68		
73	079B	Lakewood Ranch Blvd @ Rangeland Pkwy, Lake B (N.W. corner)	1.41		
74	079C	Lakewood Ranch Blvd @ Lakewood Ranch High School Rd, Lake C (E. side)	2.77		
75	079D	Lakewood Ranch Blvd, Lake D - Lake Erie College of Osteopathic (W. side)	1.74		
76	079E	Lakewood Ranch Blvd @ 44th Ave E, Lake E (N.W. corner)	1.81		
77	079F	Lakewood Ranch Blvd, Lake F - N. of Technology Terr (W. side)	0.69		
78	079G	Lakewood Ranch Blvd, Lake G - S. of Gatewood Dr (E. side)	0.99		
79	079H	Lakewood Ranch Blvd @ Gatewood Dr, Lake H (N.W. corner)	1.28		
80	079I	Lakewood Ranch Blvd @ Portal Crossing, Lake I (N.W. corner)	0.85		
81	081A	Caruso Road - 400 feet N. of SR 70 (E. side)	0.32		
82	081C	Caruso Road @ Braden River High School back entrance (N.E. corner)	0.27		
83	081D	Caruso Road @ 48th Ave Dr E (S.E. corner)	0.38		
84	086A	Honore Ave E, Lake E1 - E. of 47th Ln E (S. side)	1.12		
85	086B	Honore Ave E, Lake E2 - halfway between 47th Ln E & Palomino Cir (N. side)	1.66		

Authorized Signature: _____

Quoter: _____

**RFQ #15-1507-OV, Quote Form - Stormwater Maintenance at
Various Manatee County Locations (4 Events Per Year)**

ITEM NO.	Manatee County Pond Identification No.	Pond Locations:	Acres	Cost Per Event	Extended Cost
86	086D	Honore Ave E, DET-1 - 0.15 miles W. of Palomino Cir (S.side)	0.26		
87	086E	Honore Avenue East, DET-2 - 0.23 miles W. of Palomino Cir (S. side)	0.42		
88	086F	Honore Ave E, Lake F - 0.18 mile N. of Rio Bella Pl (E. side)	0.22		
89	086G	Honore Ave E, Lake G - 0.10 mile N. of Rio Bella Pl (E. side)	0.25		
90	093A	Manatee County EOC - N. side of 47th St E (W. pond)	0.99		
91	093B	Manatee County EOC - N. side of 47th Terr E (E. pond) & Outfall @ N. end of adjacent pond on both S. & N. sides of road	3.80		
92	096A	S.W. Corner 53rd Ave W @ El Conquistador Parkway, Lake A (closest to road)	0.58		
93	096B	S.W. Corner 53rd Ave W @ El Conquistador Parkway, Lake B (farthest from road)	0.69		
94	098A	Buffalo Rd, Lake A - Northern triangular pond along Buffalo Rd, N. of Erie	1.60		
95	099A	17th St E, Lake A - large pond between 6th Ave E & 15th Ave Dr E (S. Side)	7.32		
96	099B	17th St E, Lake B - triangular pond behind large pond (Pond A)	2.05		
97	099C	17th St E, Lake C - narrow pond next to large pond along 17th St E (S. side)	0.86		
98	099D	17th St E @ 6th Ave E, Lake D - N.W. corner (behind gas station)	0.84		
99	099E	17th St E @ Bayshore Rd (Palmetto), Lake E - N.E. corner	2.51		
100	099F	17th St E @ Bayshore Rd (Palmetto), Lake F - N.W. corner	0.38		
101	104A	El Conquistador Pkwy - 0.63 miles N.W. of Champions Row St (S. side)	1.36		
102	105B	El Conquistador Pkwy - 0.18 miles N.W. of Champions Row St (S. side)	0.94		
		SUBTOTAL OF STORMWATER POND MAINTENANCE ITEMS 1 THROUGH 102			
103		ADDITIONAL STORMWATER POND MAINTENANCE. PRICE PER ACRE SHALL BE SUMMITTED.			
		TOTAL COST OF STORMWATER POND MAINTENANCE ITEMS 1 THROUGH 103, INCLUDING ADDITIONAL ACRE			

Authorized Signature: _____

Quoter: _____

QUESTIONNAIRE

REQUEST FOR QUOTATION #15-1507-OV

Stormwater Pond Maintenance at Various Manatee County Locations:
(QUESTIONNAIRE SHALL BE COMPLETED AND SUBMITTED WITH YOUR QUOTATION)

1. CONTACT INFORMATION:

License #: _____
License Issued to: _____
Date License Received (MM/DD/YR): _____
Company Name: _____
Physical Address: _____
City: _____ State of Incorporation: _____ Zip Code: _____
Phone Number: () _____ Fax Number: () _____
Email address: _____

2. Quoting as: an individual __; a partnership __; a corporation __; a joint venture __

3. 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 ventures' and the same if any venture are a corporation for each such corporation, partnership, or joint venture:

4. Quoter is authorized to do business in the State of Florida: Yes No
How many years has your company been doing business in the State of Florida? _____
Has license ever been suspended, revoked, removed, or been under investigation? Yes No

5. Personnel qualification requirement:
_____ Years, holding Florida Department of Agriculture and Consumer Services (FDACS)
Commercial Applicator License with an Aquatic Pest Control Category (5A).
(Attach Copy)
_____ Years, Green Industries Best Management Practices (IFAS) Certificate.
(Attach Copy)

QUOTER: _____

AUTHORIZED SIGNATURE: _____

QUESTIONNAIRE

REQUEST FOR QUOTATION #15-1507-OV

Stormwater Pond Maintenance at Various Manatee County Locations

(QUESTIONNAIRE SHALL BE COMPLETED AND SUBMITTED WITH YOUR QUOTATION)

6. Attach a list of projects where this specific type of work was performed. Yes No
7. Provide three (3) Letters of Recommendation for related services with quotation submittal.
 Yes No
8. Describe experience, including task performed, and furnish at least three (3) project references with contact name, title, telephone numbers and mailing addresses.

9. Have you ever failed to complete projects awarded to you? Or failed to complete projects within Agreement Time? If so, state when, where (contact name, address, phone number) and why.

10. Have you ever been debarred or prohibited from providing a Quotation to a governmental entity? If yes, name the entity and describe the circumstances:

11. A complete list of all subcontractors proposed for any portion of the Work shall be approved by the County. If yes, describe which portion(s) and supply sub-contractors information and qualifications: (attached separate sheets, if applicable).

12. If any, list (with Agreement amount) MBE/DBE to be utilized:

QUOTER: _____

AUTHORIZED SIGNATURE: _____

QUESTIONNAIRE

REQUEST FOR QUOTATION #15-1507-OV

Stormwater Pond Maintenance at Various County Locations

(QUESTIONNAIRE SHALL BE COMPLETED AND SUBMITTED WITH YOUR QUOTATION)

13. What equipment do you own to accomplish this Work? (A listing may be attached)

14. What equipment will you purchase / rent to complete this specification? (Specify)

QUOTER: _____

AUTHORIZED SIGNATURE: _____

Attachment "A"

STATEMENT OF NO OFFER

REQUEST FOR QUOTATION #15-1507-OV

Stormwater Pond Maintenance at Various Manatee County Locations

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

Manatee County Purchasing
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205
Attn: Olga Valcich (olga.valcich@mymanatee.org)

We, the undersigned, have declined to quote on RFQ #15-1507-OV, for the following reason(s):

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

REMARKS:

Thank you for your input.

Company Name: _____

Company Address: _____

Telephone: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

F.01 Vendor Registration

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

Enclosed is a copy of the current Manatee County law that details the County's Local Preference and definition of a Local Business.

If you assert that your firm meets the stated definition of a Local Business, we ask that in addition to registering on the County's Web page, you fill out the attached "Affidavit As To Local Business Form" that is included in this section of the quote, have the completed document notarized, and mail the original to the following address: Manatee County Administration Center, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

Your cooperation in registering your business with Manatee County will enhance our opportunities to identify sources for goods and services, plus identify Local Businesses. This information is used for soliciting quotations up to \$250,000.00 and for competitive solicitations of larger purchases.

You will note that Manatee County collaborates with the Manatee Chamber of Commerce, posting quotes on www.manateechamber.com as well as using the same vendor categories for registration.

Our staff can assist you with your registration as needed. Our office hours are 8:00 A.M. to 5:00 P.M., Monday through Friday on regular business days. Please call (941) 749-3014 if you wish to have a purchasing staff member assist you.

Quick steps to on line registration: www.mymanatee.org

A link to "Purchasing" is listed under the "Quick Links" on page one of this County Web Site. On the left hand side of the Purchasing Web page, click on "Vendor Registration."

This will bring up the Vendor Registration form for on-line input. Please note that the definition of a "Local Business" changed on March 17, 2009. The Web page will be updated to include the current Law which has been provided in this section of the quote.

Thank you for reviewing this information and considering registering your business with Manatee County. Registration is not mandatory; however, by taking the time to register, you are helping the County to provide timely notifications of quotation, quote, and proposal opportunities to your

F.02 Section 2-26-6. Local preference, tie quotes, local business defined.

(a) Whenever a responsible local business quoter and a responsible non-local business quoter are found, upon the opening of quotes, to have both submitted the lowest responsive quote, the quote of the local quoter shall be awarded the contract. Should more than one responsible local business quoter match the responsible non-local business quoter's lowest responsive quote, or should no responsible local business quoter match the lowest responsive quote but two or more responsible non-local business quoters submit lowest responsive quotes for equal amounts, then the award of the contract shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the purchasing office and open to the public. Any quoters seeking to be recognized as local businesses for purposes of this local business preference provision may be required by the terms of the quote announcement to certify they meet the definition of local business set forth in this section, and to register as a local business with the county in the manner prescribed by the county to facilitate the county's ability to track the award of contracts to local businesses and to allow the county to provide future notifications to its local businesses concerning other quoting opportunities.

(b) Nothing herein shall be deemed to prohibit the inclusion of requirements with respect to operating and maintaining a local place of business in any invitation for quotes when the quoter's location materially affects the provisions of the services or supplies that are required by the invitation.

(c) Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its 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 employees at that location.

(d) Each solicitation for quotes made by the county shall contain terms expressly describing the local business preference policies of the county, and shall provide that by electing to submit a quote pursuant to a request for quotes, all quoters are deemed to understand and agree to those policies.

(e) For all contracts for architecture, professional engineering, or other professional services governed by Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, the county shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

(f) Local preference shall not apply to the following categories of contracts:

1. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
2. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;
3. Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
4. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;
F.02 Section 2-26-6. Local preference, tie quotes, local business defined. (Continued)
5. Any quote announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county commission or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

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

1. Has not within the five years prior to the quote announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;
2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the quote announcement;
3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

Ref: Ordinance 09-21 and 09-23 PASSED AND DULY ADOPTED in open session, with a quorum present and voting, on the 17th day of March, 2009.

MANATEE COUNTY GOVERNMENT - AFFIDAVIT AS TO LOCAL BUSINESS
(Complete and Initial Items B-F)

A. Authorized Representative

I, [name] _____, am the [title] _____ and the duly authorized representative of: [name of business] _____, and that I possess direct personal knowledge to make informed responses to these certifications and the legal authority to make this Affidavit on behalf of myself and the business for which I am acting; and by electing to submit a quote pursuant to this Request for Quotation, shall be deemed to understand and agree to the local business preference policies of Manatee County; and that I have the direct knowledge to state that this firm complies with all of the following conditions to be considered to be a Local Business as required by the Manatee County Code of Law, Section 2-26-6.

B. Place of Business: I certify that the above business is legally authorized to engage in the sale of goods and/or services and has a physical place of business in Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one (1) fulltime employee at that location. The physical address of the location which meets the above criteria is: _____ [Initial] _____

Business Phone Number: _____

Email Address: _____

C. Business History: I certify that business operations began at the above physical address with at least one fulltime employee on [date] _____ [Initial] _____

D. Criminal Violations: I certify that within the past five years of the date of this Quote announcement, this business has not admitted guilt nor been found guilty by any court or local, state or federal regulatory enforcement agency of violation of any criminal law or administrative regulation regarding fraud. [Initial] _____

E. Citations or Code Violations: I certify that this business is not currently subject to any unresolved citation or notice of violation of any Manatee County Code provision, with the exception of citations or notices which are the subject of a legal current appeal within the date of this quote announcement. [Initial] _____

F. Fees and Taxes: I certify that this business is not delinquent in the payment of fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, with the exception of those which are the subject of a current legal appeal. [Initial] _____

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

Signature of Affiant _____

STATE OF FLORIDA COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by (name of person making statement).

(Notary Seal) Signature of Notary: _____

Name of Notary: (Typed or Printed) _____

Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____

Submit executed copy to Manatee County Purchasing - Suite 803 - 1112 Manatee Avenue West - Bradenton, FL 34205

Attachment "B"

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE 6,
MANATEE COUNTY PURCHASING CODE

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the Manatee County Board of County Commissioners by _____
[print individual's name and title]

_____ for _____
[print name of entity submitting sworn statement]

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is _____, If the entity has no

FEIN, include the Social Security Number of the individual signing this sworn statement: _____

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among quoters or prospective quoters in restraint of freedom of competition, by agreement to quote a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing 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 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 _____.

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.