

REQUEST FOR QUOTATION RFQ 17-1794BLS

DRY POLYMER

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

DATE ISSUED: June 28, 2017

All clarification requests shall be directed to the contact person listed below.

DEADLINE FOR CLARIFICATIONS REQUESTS: July 10, 2017 at 3:00pm

TIME AND DATE DUE: July 20, 2017 at 3:00pm

TABLE OF CONTENTS

Section A, Information to Quoters	A1-14
Section B, Terms and Conditions	B1-3
Section C, Minimum Technical Specifications	C1-5
Section D, Basis of Award	D1-2
Quotation Form Polymer Calculation/Test Results/Test Request Forms	QF1-2 1-4
Attachment A, Statement of No Quote	1
Attachment B, Public Contracting and Environmental Crimes Form	2

FOR INFORMATION CONTACT:

Bonnie Sietman, Sr. Buyer
TELEPHONE (941) 749-3046 FAX (941) 749-3034
bonnie.sietman@mymanatee.org
Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE:

SECTION A INFORMATION TO QUOTERS

A.01 QUOTATION FORM DELIVERY REQUIREMENTS

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

Email Address: bonnie.sietman@mymanatee.org

FAX: (941) 749-3034

US MAIL to: Manatee County Procurement Division

1112 Manatee Avenue West, Suite 803, Bradenton FL 34205

A.02 QUOTATION FORMS

All blank spaces on the quotation form must be filled in as noted with amounts extended and totaled and no changes shall be made in the wording of the forms or in the items thereupon. In the event a change is made in your submittal, the quoter shall write its initials by the change. Any quote may be rejected which contains any omissions, alterations, irregularities of any kind, or which shall in any manner fail to conform to the requirements of this RFQ.

A quote made by an individual, either in his/her own or proper person or under a trade or firm name, shall be executed under the individual's signature. If made by a partnership, the quote shall be executed by two or more of the general partners. If made by a corporation, the bid shall be executed by its President or other legally authorized corporate officer or agent.

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

A.03 MATHEMATICAL ERRORS

Quotation Forms without imbedded mathematical formulas:

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. In the event the dollar amount for contract contingency is omitted, it will be added to the total price of the quote.

Quotation Forms with imbedded mathematical formulas:

Interactive Quotation Forms that contain mathematical formulas may be used for automating lengthy and complex quotation forms. In the event these forms are used and a multiplication/extension error(s) is discovered, the unit price entered by the Quoter shall prevail. The Quoter shall assume the responsibility and accuracy of the information input in the quotation form and therefore shall verify that the calculations are correct before submitting their quote.

Regardless of which type of quotation form is used, all quotes shall be reviewed mathematically and corrected by the Procurement Division, if necessary, using these standards, prior to additional evaluation.

A.04 EXAMINATION OF QUOTE DOCUMENTS AND SITE(S)

It is the responsibility of each quoter before submitting a quote to (a) examine all RFQ documents thoroughly; (b) consider federal, state, and local codes, laws, and regulations which may affect costs, progress, performance, or furnishing of the work; (c) study and carefully correlate bidder's observations with the RFQ documents; and (d) notify the County of all conflicts, errors, or discrepancies in the RFQ documents prior to the deadline for clarification requests.

A.05 NON-EXCLUSIVE

Unless otherwise stated in this quote specification, any contracts resulting from this quote are nonexclusive. The County reserves the right, in its sole opinion, to purchase items listed in this quote through the State of Florida contracts, cooperatives, other current government contracts, and nonprofit contracts as provided in the Manatee County Procurement Policy. The County reserves the rights to solicit separate quotes for requirements that are a portion of a larger contract quote/bid as a whole. Additionally, at the County's sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

A.06 MODIFICATION OF RFQ DOCUMENTS

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

A.07 CLARIFICATION & ADDENDA

Each quoter shall examine all RFQ documents and shall judge all matters relating to their adequacy and accuracy. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this RFQ shall be made through the Manatee County Procurement Division. The County shall not be responsible for oral interpretations given by any County employee, representative, or others.

<u>July 10, 2017 at 3:00pm</u> shall be the deadline to submit to the Procurement Division, in writing, all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this RFQ.

This deadline has been established to maintain fair treatment of all potential bidders, while maintaining progression of the Work.

The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

It shall be the <u>responsibility of each quoter, prior to submitting a quote</u>, to contact the Procurement Division (see contact information on the cover page) to <u>determine if any addenda were issued</u> and to make such addenda a part of their quote.

A complete set of the RFQ documents must be used in preparing quotes. County assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of quote documents.

A.08 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):
 - 1. A Security System Plan or portion thereof for any property owned by or leased to the County or any privately owned or leased property held by the County.
 - 2. 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 the County.
 - 3. 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 the County.
- (b) Contractor/Vendor agrees that it shall not, as a result of a public records request or for any 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 the County's Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Contractor/Vendor receives a request for such records, it shall immediately contact the County's designated Contract Manager who shall coordinate the County's response to the request. Notwithstanding the foregoing, the Contractor/Vendor may
 - 1. Disclose or release Security System Plans to:
 - (A) The property owner or leaseholder; or
 - (B) Another state or federal agency to prevent, detect, guard against, respond to, investigate, or manage the consequences of any attempted or actual act of terrorism, or to prosecute those persons who are responsible for such attempts or acts.
 - 2. Disclose or release 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 the County:

- (A) To another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities;
- (B) To a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by the County and is contractually bound by the Contractor/Vendor to comply with this Article/Section; or
- (C) Upon a showing of good cause before a court of competent jurisdiction.
- (c) For purposes of this Article/Section, the term "Security System Plan" includes all:
 - 1. Records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security of the facility or revealing security systems;
 - 2. Threat assessments conducted by any agency or any private entity;
 - 3. Threat response plans;
 - 4. Emergency evacuation plans;
 - 5. Sheltering arrangements; or
 - 6. Manuals for security personnel, emergency equipment, or security training.

A.09 LOBBYING

After the issuance of any RFQ, prospective quoters or their agents, representatives or persons acting at the request of such quoter shall not contact, communicate with or discuss any matter relating to the RFQ with any officer, agent or employee of Manatee County other than the Purchasing Official or the contact identified on the first page of this RFQ, 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 RFQ and ends upon execution of the final agreement or when the RFQ has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code of Laws.

A.10 UNBALANCED QUOTING PROHIBITED

County recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the County such variation does not appear to be justified, given quote requirements and industry and market conditions, the quote will be presumed to be unbalanced. Examples of unbalanced quotes will include:

a. Quotes showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate quotes.

- Quotes quoting prices that substantially deviate, either higher or lower, from those included in the quotes of competitive quoters for the same line item unit costs.
- c. Quotes where the unit costs offered are in excess of or below reasonable cost analysis values.

In the event County determines that a quote is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., which the quoter obtained and upon which the quoter relied upon to develop its quote. County reserves the right to reject as nonresponsive any presumptive unbalanced quotes where the quoter is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

A.11 WITHDRAWAL OF QUOTES

Quoters may withdraw quotes as follows:

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

A.12 IRREVOCABLE OFFER

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

A.13 QUOTE EXPENSES

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

A.14 RESERVED RIGHTS

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

The <u>lowest</u>, responsible quoter shall mean that quoter who makes the lowest quote to sell goods and/or services of a quality which meets or exceeds the quality of goods and/or services set forth in the RFQ documents or otherwise required by County.

To be <u>responsive</u>, a quoter shall submit a quote which conforms in all material respects to the requirements set forth in the RFQ. **Quoters must fully comply with the RFQ documents in their entirety.**

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

Also, County reserves the right to make such investigation as it deems necessary to determine the ability of any quoter to furnish the service requested. Information 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.

A.15 APPLICABLE LAWS

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

A.16 COLLUSION

By submitting a quote in response to this RFQ, quoter certifies that it has not divulged, discussed or compared its quote with any other quoter, and <u>has not colluded</u> 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:

- 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;
- 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;
- 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 resulting agreement to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure the resulting agreement upon an agreement or understanding or a commission,

percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by quoter for purpose of doing business.

A.17 CODE OF ETHICS

With respect to this quote, if any quoter violates, directly or indirectly, the ethics provisions of the Manatee County Procurement Ordinance and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such quoter will be disqualified from eligibility to perform services or provide the goods described in this RFQ, 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 County that all statements made and materials submitted are truthful, with no relevant facts withheld. If a quoter is determined to have been untruthful in their quote or any related presentation, such quoter will be disqualified from eligibility to provide the goods and/or services described in this RFQ, 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.

A.18 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 Procurement Code 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 County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification form is attached herein for this purpose.

A.19 CONTRACT

The Agreement made as a result of the acceptance of any quote from this Request for Quotes shall be made in the form of a Purchase Order and the successful Quoter shall be bound by the terms and conditions contained in this Request for Quotes as well as the Purchase Order.

Should a conflict exist between the terms and conditions contained in this Request for Quotes and the resulting Purchase Order, the terms contained in this Request for Quotes shall take precedence.

A.20 TERMINATION OF CONTRACT

Manatee County reserves the right to terminate any contract, at any time, with or without cause.

A.21 PROCUREMENT COOPERATIVE

It is the intent of this Request for Quotation to include requirements and to obtain quotes on behalf of Manatee County and reserve the right for the entities belonging to the Sarasota Bay Chapter of NIGP to obtain purchases from this quote proposal. This opportunity is also made available to any and all local, County, Public Educational Institutions, non-profits, and the State of Florida. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Manatee County will not be financially responsible for the purchase of other entities from this solicitation.

A.22 DISCOUNTS

Any and all discounts must be incorporated in the prices contained in the quote and not shown separately. The prices indicated on the Quotation Form shall be the prices used in determining award.

A.23 TAXES

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

The successful quoter shall be responsible for the payment of taxes of any kind and character, including, but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and materials furnished under the award in accordance with the laws and regulations of the place of the project which are applicable during the performance of the work. Nothing herein shall affect the quoter's normal tax liability.

A.24 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the RFQ documents, all equipment, materials and articles provided shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the RFQ 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.

A.25 DELIVERY

Unless otherwise specified, all prices are to be FOB Destination.

A.26 AUTHORIZED PRODUCT REPRESENTATION

The quoter, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. Failure to do so may, in the County's sole discretion, be deemed a material breach of the resulting agreement and shall constitute grounds for County's immediate termination of the resulting agreement.

A.27 ROYALTIES AND PATENTS

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

A.28 AMERICANS WITH DISABILITIES ACT

County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of 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 Quote Opening should contact the person named on the cover page of this RFQ document at least twenty-four (24) hours in advance of either activity.

A.29 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, County hereby notifies all quoters that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this RFQ and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of bid award.

A.30 MINORITY BUSINESS ENTERPRISE / DISADVANTAGED BUSINESS ENTERPRISE

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

A.31 SUBCONTRACTORS

The successful quoter will obtain prior written approval from the County for any subcontractor(s) and the work they will perform. A subcontractor is defined as any entity performing work within the scope of the project who is not an employee of the successful quoter.

Quoters subcontracting any portion of the work shall include a list of subcontractors along with their quote. The list shall include: name and address of subcontractor, type of work to be performed and the percent of the contract amount to be subcontracted.

Prior to the employment of any person under this contract, the successful quoter 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 quoter to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the successful quoter 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 within the United States shall be employed under this contract.

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

If County has reasonable objection to any subcontractor, the County may 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, the County may award the resulting agreement to the next lowest qualified quoter that proposes to use acceptable subcontractors, who County does not make written objection to. In the event the successful quoter declines to make any such substitution post award, the County may exercise its right to terminate the agreement.

The successful quoter shall maintain sole responsibility for the actions of its employees and subcontractors. New employees brought in after contract award shall follow the same requirement stated above for the life of the contract.

A.32 DISCLOSURE

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

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

If the County rejects all quotes and concurrently notices its intent to reissue the solicitation, the rejected quotes are exempt from public disclosure until such time as The County provides notice of an intended decision concerning the reissued solicitation or until The County withdraws the reissued solicitation. A quote is not

exempt for longer than twelve (12) months after the initial notice rejecting all quotes.

Pursuant to Florida Statutes 119.0701, to the extent CONTRACTOR is performing services on behalf of the COUNTY, contractor must:

- Keep and maintain public records required by public agency to perform the service.
- 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 contractor 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 contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT: (941) 742-5845, debbie.scaccianoce@mymanatee.org, Attn: Records Manager, 1112 Manatee Ave W., Bradenton, FL 34205.

A.33 LOCAL PREFERENCE

Local business is defined as a business legally authorized to engage in the sale of the goods and/or services, and which certifies within its bid that for at least six (6) months prior to the announcement of the Invitation for Bid / Request for Quotation 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.

Local preference shall not apply to the following categories of agreements:

1. Purchases or agreements which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions governing the funds prohibit the preference.

- 2. Any quote announcement which specifically provides that local preference, as set forth in this section, is 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.
- 3. For a competitive solicitation for construction services in which fifty percent (50%) or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.

To qualify for local preference under this section, a local business must provide certification to County by completing an "Affidavit as to Local Business" form which is available for download at www.mymanatee.org/vendor. Click on "Affidavit for Local Business" to access and print the form. Complete, notarize, and <a href="mailto:m

It is the responsibility of the quoter to ensure accuracy of the affidavit and notify County of any changes affecting same.

A.34 VENDOR REGISTRATION

Registering your business will provide Manatee County a sourcing opportunity to identify supplies of goods and services, plus identify local businesses.

You may register online at www.mymanatee.org/vendor. If you need any assistance, please call (941) 749-3014, Monday – Friday, 8:00 A.M. to 5:00 P.M., excluding holidays, and the Procurement Division can assist you as needed.

Registration is not mandatory; however, by taking the time to register, you are helping the County to provide timely notification of quotation, bid and proposal opportunities to your business.

A.35 ENVIRONMENTAL SUSTAINABILITY

All quoters are encouraged to use as many environmentally preferable "green" products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. Environmentally preferable are products or services that have a reduced adverse effect on the environment.

Quoters shall acknowledge whether or not their organization has an environmental sustainability initiative by checking the appropriate box on the quote form. In addition, the quoter shall submit a summary of their environmental sustainability initiative along with their quote. This information will be used as a determining factor in the award decision when all other evaluative factors, including local preference policies are otherwise equal.

A.36 ePAYABLES

Manatee County Board of County Commissioners and the Manatee County Clerk of the Circuit Court have partnered to offer the ePayables program, which allows payments to be made to vendors via credit cards.

The Clerk of the Circuit Court will issue a unique credit card number to vendor after goods are delivered or services rendered, vendors submit invoices to the remit to

address on the purchase order. When payments are authorized, an email notification is sent to the vendor. The email notification includes the invoice number(s), invoice date(s), and amount of payment. There is no cost for vendors to participate in this program; however, there may be a charge by the company that processes your credit card transactions.

If you are interested in participating in this program, please complete the ePayables Application attached herein and return the completed form via email to Ms. Lori Bryan, Supervisor at lori.bryan@manateeclerk.com.

A.37 FUNDING

This quote is subject to the appropriation of funds in an amount sufficient to allow continuation of the County's performance in accordance with the terms and conditions of this quote. The county shall provide prompt written notice to the vendor that sufficient funds have not been appropriated to continue its full and faithful performance under the terms of this quote, and shall, effective thirty (30) days after giving such notice or upon the expiration of the time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to the quote.

A.38 CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER – TERM CONTRACTS

It is hereby made a part of this Request for Quotation that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Manatee County shall require a "first priority" basis for services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Contractor agrees to provide services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all services required during an emergency situation. Contractor shall furnish a twenty-four (24) hours phone number in the event of such an emergency.

A.39 INDEMNIFICATION

The successful vendor covenants and agrees to <u>indemnify and save harmless</u> 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.

END OF SECTION A

SECTION B TERMS AND CONDITIONS

B.01 PURPOSE

It is the intent of Manatee County to establish a single agreement, for each location (if applicable), with a qualified quoter to provide Dry Polymer on an "as required" basis for the wastewater treatment facilities of Manatee County. It is the specific purpose of this quotation to establish an agreement for the required services to secure cost and availability.

B.02 AGREEMENT TERM

This agreement shall be for a period of one year commencing from date of award, unless renewed or terminated as provided in this quote document.

B.03 ASSIGNMENT OF AGREEMENT

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

B.04 BLANKET ORDER

Blanket Purchase Order shall be issued as a result of this Request for Quotation. Written Blanket Purchase Order when accompanied by a valid Release Order number provided by an authorized County designee will authorize services on an "as required" basis.

B.05 CANCELLATION

The County reserves the right to terminate this agreement by giving thirty (30) days written notice of intention to terminate if at any time the Successful Quoter fails to abide by or fulfill any of the terms and conditions of the agreement. The County also reserves the right to terminate this agreement for the convenience of the County, with or without cause.

B.06 CONFORMANCE TO SAFETY RULES

Successful Quoter shall conform to all safety, site rules and regulations affecting the services.

B.07 FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, lack of or failure of transportation facilities, any law, proclamation, regulation ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this item B.03, is beyond the control and without the fault or negligence of the party seeking relief.

B.08 PAYMENT

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

B.09 PRICE

Quoters shall quote unit prices, F.O.B. Destination, including all discounts in accordance with unit of quantity indicated on 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 used in delivering all supplies and materials to the point of delivery

B.10 PRICE ADJUSTMENTS FOR RENEWAL PERIODS

Prices shall remain firm for the first twelve (12) month term. If not cancelled by the Successful Quoter or the County, the awarded Blanket Purchase Order shall be automatically renewed beyond the first twelve (12) month agreement for four (4) additional 12-month periods, not to exceed sixty (60) months provided there are no changes in price, terms, or conditions. Requested price changes for the four (4) additional 12-month periods may be approved upon review by the Procurement Division. Documentation shall be submitted to the Procurement Division for review. If the County should consider said increase unwarranted or unreasonable, the County reserves the right to refuse the proposed increase or terminate the agreement with the Successful Quoter.

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

B.11 QUALITY GUARANTEE

If product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such services or the specifications listed in this quote, the Quoters 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 Successful Quoters shall refund to Manatee County any money which has been paid for same.

The Successful Quoters will be responsible for attorney fees in the event the supplier defaults and court action is required.

B.12 QUANTITY

The exact quantities of the required materials cannot be determined at this time. This quotation may result in similar quantities of purchases, however, this is not guaranteed.

Estimated annual quantities, based on actual history:

Southeast WRF – annual usage - Aerobic – 35,000 Pounds North County WRF – annual usage – Aerobic – 11,000 Pounds Southwest WRF – annual usage - Aerobic – 39,000 Pounds

Purchase order / Release order shall be issued on an "as required" basis. It is anticipated that each order shall be a minimum of 40 – 50# bags.

B.13 SECURITY

Successful Quoter shall check with and comply with each County facility's security requirements for entry into secured facilities. County representative shall provide specific instructions for entry. Minimal requirements accepted are the driver's name and a photo copy of their driver's license on file with the County.

B.14 WARRANTY, MAINTENANCE SERVICE AND SUPPORT

If any service/product delivered does not meet performance representations or other quality assurance as published by the manufacturers, producers, or distributors of such services or specification listed in this quote. Also, the Successful Quoter shall refund to Manatee County any money which has been paid for same. The Successful Quoter will be responsible for attorney fees in the event the Successful Quoter defaults and court action is required.

If the Successful Quoter cannot meet the delivery requirements of services for any of the items specified herein, the County reserves the right to procure the product from the next lowest responsive, responsible Quoter or to solicit new pricing.

END OF SECTION B

SECTION C MINIMUM TECHNICAL SPECIFICATIONS

C.01 SCOPE OF WORK

Quotations are solicited on behalf of Manatee County for the purpose of establishing a single annual agreement, for each location (if applicable), with a qualified Quoter to provide dry polymer for thickening waste activated sludge and dewatering sludge after digestion.

C.02 SPECIFICATIONS

Quoters shall submit quotes strictly in accordance with specifications. Any variance to these specifications shall be specifically stated by the Quoter on the quotation form. Should the Quoter not furnish the County a list of exceptions and supporting data, the County will assume the Quoter is quoting in accordance with the specifications stated herein.

C.03 COUNTY / FACILITY LOCATIONS

Manatee County, Southeast Water Reclamation Facility, SEWRF 3331 Lena Road,

Bradenton, FL 34211

Contact: Victor Boucher, Lead Operator, 941-792-8811 x8028

Manatee County, North County Waste Water Treatment Facility, NCWWT 8500 69th Street East

Palmetto, FL 34221

Contact: Dana Mills, Chief Operator, 941-792-8811 x8056

Manatee County, Southwest Water Reclamation Facility, SWWRF 5101 65th Street West

Bradenton, Florida 34210

Contact: Jeff Blosser, Lead Operator, 941-792-8811 x5184

C.04 DELIVERY

All deliveries from the Successful Quoter shall have a 10-day delivery schedule, to the County, after receipt of order. All deliveries shall be made between the hours of 8am and 3pm, Monday through Friday, excluding holidays, unless otherwise agreed to by County. Twenty-four hour notice shall be required on all large shipments (i.e. truckloads requiring material handling equipment).

Quoter shall provide a separate delivery ticket for each delivery and shall obtain authorized signatures from each location. A minimum of one copy of the delivery ticket shall be left with authorized designee.

C.05 TEST PROCEDURE

Testing of the Quoter's proposed project, affords the Quoters the opportunity to demonstrate the cost effectiveness and overall efficacy of their products. Manatee County anticipates setting aside five working days after Quote Opening to allow Quoters the opportunity to make shipping arrangements and have their proposed product sent to the County's facility to prepare for the testing. The County's

representative shall schedule the testing date with the Quoter(s). There shall be only one test per polymer per Quoter. Each Quoter shall supply one fifty (50) pound bag of polymer for each polymer to be tested at each location. Quoters will be allowed to test up to two (2) different polymers at each Facility.

- All costs for testing will be borne by the Quoter.
- The same belt filter press and polymer system will be used to test each Quoter's polymer, unless equipment failure requires a different belt filter press be used.
- Operations of the equipment shall be performed by County personnel, with adjustments in belt speed and polymer feed controlled by Quoter. Quoter can inspect the equipment prior to testing.
- Jar tests are not required, however, if any Quoter wishes to conduct jar tests, for the purposes of determining which of their products they will choose to Quote, they may contact the following individuals at each facility to collect their samples for testing:
 - Southeast Water Reclamation Facility:
 Contact: Victor Boucher, Lead Operator, 941-792-8811 x8028

Monday through Friday between the hours of 8:00am and 2:00pm except on holidays

North County Water Reclamation Facility:
 Contact: Dana Mills, Chief Operator, 941-792-8811 x8056

Monday through Friday between the hours of 8:00am and 2:00pm except on holidays

Southwest Water Reclamation Facility:
 Contact: Jeff Blosser, Lead Operator, 941-792-8811 x5184

Monday through Friday between the hours of 8:00am and 2:00pm except on holidays

- THE QUOTER WILL BE EXPECTED TO BRING WITH THEM WHATEVER EQUIPMENT OR CONTAINERS THEY REQUIRE TO JAR TEST THEIR PRODUCT (S).
- The Quoter shall expect to start between 8:00am and 9:30am.
- The plants normally use a polymer concentration of 0.25%, however, if through sludge analysis the Quoter feels a different polymer concentration will produce a better sludge product the operator will use that concentration. Once it is decided what the concentration will be, the operation will calculate the amount of product needed to produce a correct batch. The product will be weighed out on a scale provided by the County and then added to the polymer system. Once the batch is made the product will be mixed for the amount of time specified by the County.

- When the product is ready to be used, testing will begin and run for a period of one and one half (1.5) hours. The Quoter will be expected to line out the equipment and finish sampling within this period.
- The sludge feed rate for each plant will match the rate they would normally run during a typical day of pressing. The Quoter can adjust the polymer feed rate and belt speed.
- Once the equipment is lined out and the Quoter is ready to begin testing the first set of samples will be collected, one of each parameter; belt filter press feed, filtrate, and cake. After thirty minutes the second set will be collected, and thirty minutes later the third and last set of samples will be collected finishing the test. From start to finish, sampling should take one hour. This leaves the Quoter thirty minutes to line out his polymer feed.

POLYMER

Quoter will only be allowed to submit Quotations on the polymer to be tested by the County.

- Quoter will supply, at Quoter's expense, fifty (50) pounds of polymer to run test at 0.25% or the concentration the Quoters concludes would work best with their product to each facility. The County representative will provide delivery instruction at time of test scheduling.
- County will remove a sample of polymer from the test polymer, in the presence of test representatives, for the County to use for comparison with future shipments.
- Quoter will provide product data sheets and safety information on the day of testing.
- Products that, in the judgment of the County do not perform in a satisfactory manner (i.e., excessive odor, foam, clogging, and performance not meeting required standards) will be rejected.
- The product shall produce suitable thickened and dewatered sludge in accordance with the minimum performance criteria.
- The Quoter shall demonstrate adequate quality assurance and quality control. The quality of the product quoted shall be traceable to quality assurance and quality control testing and documentation provided by the Quoter.
- Any Quoter who feels that their polymer was not given a full performance evaluation needs to state in writing with specific reasons to the Purchasing Office, not later than three days after receiving their testing results.

SLUDGE

• Sludge will range between 1.0 to 3.5 percent Total Solids from the digesters to the belt press.

TEST EQUIPMENT

- Quoter shall use existing polymer system for test
- All equipment will be operated and supervised by County operators
- Sludge flow rate will be determined by existing flow meters
- Polymer flow rate will be determined by % solution and amount used, by measuring the mixing volume
- Quoter will determine belt speeds and will be allowed to make adjustments

PERFORMANCE SPECIFICATIONS

Southeast Water Reclamation Facility

- Filtrate 85% recovery minimum
- Cake 15% total solids minimum
- Sludge Feed Rate 50 to 100 GPM minimum
- Polymer Feed Rate Quoters choice
- Polymer Feed Concentration Quoters choice

North County Water Reclamation Facility

- Filtrate 85% recovery minimum
- Cake 14% total solids minimum
- Sludge Feed Rate 25 to 50 GPM minimum
- Polymer Feed Rate Quoters choice
- Polymer Feed Concentration Quoters choice

Southwest Water Reclamation Facility

- Filtrate 85% recovery minimum
- Cake 15% total solids minimum
- Sludge Feed Rate 50 to 100 GPM minimum
- Polymer Feed Rate Quoters choice
- Polymer Feed Concentration Quoters choice

C.06 TRAINING

 Quote prices shall include at least five days of technical consultations and training in the usage of the polymer, safety procedures, and testing required to obtain optimum performance.

C.07 TEST SAMPLES AND ANALYSIS

- All test samples will be analyzed at the County laboratories;
- Before testing begins, the Quoter will be allowed to inspect tanks and equipment and verify that equipment has been properly cleaned and are in satisfactory condition;
- Sample containers will be labeled and samples collected by County representative only;
- Samples will be labeled according to polymer test sheet with the following information:
- 1. Date
- 2. Sample (Cake, Feed, Filtrate)
- 3. Polymer test custody sheet number
 - Cake will be tested for % Total Solids
 - Feed will be tested for % Total Solids
 - Filtrate will be tested for Total Solids
- Laboratory results will be provided to each respective Quoter;
- Performance calculations will be based on laboratory result numbers:
- Performance numbers will be based on best laboratory results (sets 1-3);
- The Quoter is responsible for removing from the testing Facilities any unused polymer, empty drums, and any other incidentals belonging to the Quoter. These items shall be removed from the Facility within two weeks after the completion of the testing.

C.08 SAFETY DATA SHEETS (SDS)

It shall be the responsibility of the Successful Quoter, upon notification of award, a Safety Data Sheet (SDS) for all toxic substances in accordance with Florida Statues Chapter 442, The Right To know Law, which mandates on-site SDS for all toxic substances appearing in the work place.

END OF SECTION C

SECTION D BASIS OF AWARD

D.01 QUOTATION REQUIREMENTS

Testing will not begin until after Quote Due date. The County will perform polymer evaluations for Quoters who have submitted quotes on the dates and times scheduled by the County. The purpose of the evaluation is to establish the pounds of dry polymer required per ton of recovered sludge.

Quote submittal should include:

- 1. Product literature; detail product specification:
- 2. Certificate of Conformance from the manufacturer stating the product meets all applicable standards;
- 3. Total solids, viscosity, and density shall be specified for each product;
- 4. Quote Form stating the price of each product per pound, delivered.

D.02 AWARD DETERMNATION

Award shall be evaluated <u>after</u> testing of proposed products has been completed. The method to determine polymer efficacy for quote comparison and award purposes will be to generate a polymer response curve on each of the products submitted by the Quoter. Once a curve is generated, the most probable dosage in polymer pound per dry ton required to meet the parameters listed in PERFORMANCE SPECIFICATIONS (page C-4) for each plant will be used to calculate polymer quote price per dry ton solids.

D.03 BASIS OF AWARD

A single award, <u>for each location (if applicable)</u>, shall be made to the responsive, responsible Quoter(s) having the evaluated / efficiency / lowest total offer for the specified Dry Polymer meeting all specifications. A Blanket Purchase Order(s) shall be issued on an "AS REQUIRED BASIS" for each / all location as applicable.

The County reserves the right to place orders with other Quoters in the event of an urgent, immediate need and the availability of these services requested cannot be met by the Successful Quoter at the time of need.

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

Whenever two or more quotes are equal with respect to price, the quote received from a local business shall be given preference in award.

Whenever two or more quotes are equal with respect to price, and all other evaluative factors are otherwise equal, including local preference policies, if the company provides documented environmentally preferable "green" products, materials, or supplies, they shall be given preference in award.

Whenever two or more quotes which are equal with respect to price are received, and neither of these quotes are from a local business, and neither of these quotes provides documented "green" products, the award shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the Procurement Division and open to the public.

END OF SECTION D

QUOTATION FORM

DATE DUE: July 20, 2017 at 3:00pm

To: Manatee County Procurement 1112 Manatee Avenue West, Suite 803 Bradenton, Florida 34205

Attention: Bonnie Sietman, Sr. Buyer Or via email: bonnie.sietman@mymanatee.org

Or via Fax @ (941) 749-3034

RE: RFQ 17-1794BLS, Dry Polymer

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

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

COMPANY NAME:	
AUTHORIZED SIGNATURE:	<u> </u>
(Print Name & Title of Signer)	DATE:
COMPANY ADDRESS:	
EMAIL ADDRESS:	
TELEPHONE:	
FAX NUMBER:	
FEIN NUMBER:	
Acknowledge Addendum N	o Dated: o Dated:

QUOTATION FORM RFQ 17-1794BLS

Manatee County will multiply the pounds of polymer per ton of recovered sludge obtained through testing by the Quote Price listed on the Quote Form by the Quoter. The derived result will be the polymer cost per ton of recovered sludge meeting specifications.

(Note: Quoter has option of proposing two type polymers per Facility)

LOCATION	MANUFACTURER / BRAND	PRICE OF DRY POLYMER (per pound)
Southeast Water Reclamation Facility (SEWRF, Aerobically Digested)	2	\$ \$
North County Wastewater Reclamation Facility (NWWRF, Aerobically Digested)	1 2	\$
Southwest Water Reclamation Facility (SWWRF, Aerobic Sludge Holding Tanks)	12	\$ \$

Purchase Order o	shall commence no or as notified by the (
commence.)			
QUOTER:		 	

POLYMER CALCULATION DISCLOSURE

The award will be made based on the ability to meet each of the quality parameters identified by the County and then the lowest cost of polymer per dry ton of sludge processed.

The following calculation will be used by the County for determining the best performing product for the least amount of dollars expended:

- 1. POUND OF FEED SOLIDS
- = (average % feed solids x 10,000) (gallons feed solids/1,000,000) x 8.34
- 2. POUNDS OF SOLIDS IN FILTRATE
- = average mg/1 solids in filtrate x (gallons feed solids/1,000,000) x 8.34
- 3. POUNDS OF CAKE SOLIDS PROCESSED
- = pounds of feed solids pounds of solids in filtrate
- 4. PERCENT RECOVERY
- = pounds of cake solids processed/pounds of feed solids
- 5. POUNDS OF POLYMER IN A 750 GALLON BATCH =750 GALS X 8.34 X (% POLYMER CONCENTRATION)
- 6. POUNDS OF POLYMER USED DURING TEST.
- =Inches of polymer used X LBS/Inch of poly
- 7. POUNDS OF POLYMER/TON RECOVERED SLUDGE
- = pounds of polymer used during testing (pounds of cake solids processed/2,000 lbs)
- 8. POLYMER COST/TON RECOVERED SLUDGE
- = (pounds of polymer/ton recovered sludge) x bid price of polymer/pound.

POLYMER TEST RESULTS

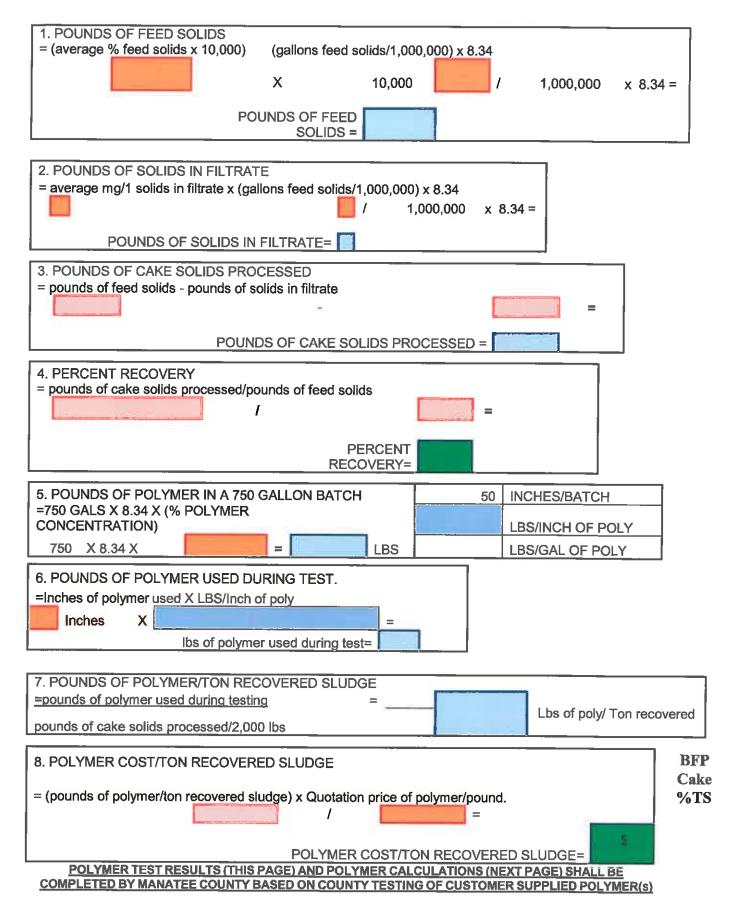
POLYMER TEST RESULTS (THIS PAGE) AND POLYMER CALCULATIONS (NEXT PAGE)

SHALL BE COMPLETED BY MANATEE COUNTY BASED ON COUNTY TESTING OF CUSTOMER SUPPLIED POLYMER(s)

TESTING LOCATION	ON:		
DATE:			
CONCENTRATION			
PRESS USED: BFF SLUDGE TOTALIZI		METER MULIPLIER-	
START:	STOP:	GALLON	NS:
	LABOR	RATORY RESULTS	
	SET 1	SET 2	SET 3
% FEED		-	
% CAKE			
MG/L FILTRATE		_	
INCHES OF POLYN	MER USED DURIN	NG TEST =	INCHES
QUOTE PRICE OF	POLYMER / POU	ND= \$	
COMMENTS:			
	<u> </u>		

NOTE: The best of the three (3) test results meeting specifications will be used for evaluation.

POLYMER CALCULATIONS



POLYMER TESTING REQUEST FORM

TO:	Bonnie Sietman - Senior Buyer Manatee County Procurement Division 1112 Manatee Avenue West, Suite 803 Bradenton, Florida 34205 bonnie.sietman@mymanatee.org
REFERENCE:	RFQ #17-1794BLS Dry Polymer
bonnie.sietman@mym	OUT (print) THE FOLLOWING REQUEST AND EMAIL TO sanatee.org TO SCHEDULE POLYMER PRODUCT FOR TESTING H PRODUCT - MAXIMUM OF TWO:
	e:
A alabas = = :	
	Fax:
E-Mail addres	s:
REPLY FROM MANATI	EE COUNTY
ATTENTION:	
TESTING DATE HAS B	EEN SCHEDULED FOR:
LOCATION:	
	AB CONTACT NAME & PHONE NUMBER:

ALL QUOTERS ARE ENCOURAGED TO FOLLOW-UP TO ENSURE RECEIPT OF THEIR REQUEST FORMS. MANATEE COUNTY IS NOT RESPONSIBLE FOR NON-RECEIPT OF TEST REQUEST FORMS OR A QUOTER'S INABILITY TO BE PRESENT AT THE APPOINTED TIME AND DATE. ALL APPOINTMENT DATES FOR TESTING ARE FIRM. QUOTERS ARE ENCOURAGED TO RESCHEDULE OTHER COMMITMENTS SHOULD A CONFLICT ARISE.

Attachment "A" STATEMENT OF NO QUOTE

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

Manatee County Procurement Division 1112 Manatee Avenue West, Suite 803 Bradenton, Florida 34205

We, the undersigned Polymer for the following the control of the c	ed, have declined to quote on RFQ Number: 17-1794BLS Dry owing reason(s):
Insufficient timWe do not offerOur schedule to meeUnable to meeSpecificationsUnable to mee	er this product or service would not permit us to perform et specifications et Bond requirement unclear (explain below) et insurance requirements em your "Quoters List"
REMARKS:	
	t if we do not submit a Quote and this Statement of No Quote is not rned, our name may be deleted from your Quoters List for this e.
Company Na	me:
Company Ad	dress:
Telephone:	
Date:	
Signature:	
	(Print or type name and title of above signer)

Attachment "B"

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE 5, SECTION 2-26-54, <u>MANATEE COUNTY PROCUREMENT CODE</u>

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

OTHER OFFICIAL AUTHORIZED TO ADMINISTER DATHS.
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) hoop consisted of an array () in the state of the st

- (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 Procurement 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 Procurement 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 Personally known	
[Type of identification]	
Notary Public Signature	My commission expires
Print, type or stamp Commissioned name of No	ntary 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.