



# MANATEE COUNTY FLORIDA

## REQUEST FOR QUOTATION #12-1213BS

### SUPPLEMENTAL LABORATORY SERVICES AGREEMENT

DATE ISSUED: April 27, 2012

DUE DATE: May 18, 2012 at 3:00pm

Manatee County Government  
Purchasing Division, Suite 803  
1112 Manatee Avenue West  
Bradenton, FL 34205

For Information Contact: Bonnie Sietman, Buyer  
P 941.749.3046 F 941.749.3034  
[bonnie.sietman@mymanatee.org](mailto:bonnie.sietman@mymanatee.org)

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Manatee County invites your participation in the following quotation. The specifications stated herein are of the minimum requirements. All quotes submitted must be in accordance with the General 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.

#### INFORMATION CONFERENCE

In order to insure that all prospective quoters have sufficient information and understanding of the County's needs, an information conference will be held on Tuesday, May 8, 2012 at 10:00AM at the Manatee County Administration Building located at 1112 Manatee Avenue West, Suite 803 – Purchasing Conference Room, Bradenton, Florida, 34205.

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

AUTHORIZED TO RELEASE: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

### QUOTE FORMS

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

### AMERICAN DISABILITIES ACT

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. 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 or is a party to a violation of the Code of Ethics of Manatee County per Manatee County Purchasing Code Ordinance 08-43, Article 3, Ethics in Public Contracting, and/or the state of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Quoter may be disqualified from performing the work described in this quote or from furnishing the goods or services for which the quote is submitted and shall be further disqualified from submitting any future quotes or proposals for work or for goods or services for Manatee County.

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

### COLLUSION

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

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

- c. no attempt has been made or will be made by the quoter to induce any other person 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 must be incorporated in the prices contained in the quote; and not shown separately. The prices as shown on the quote form shall be the price used in determining award(s).

#### DISQUALIFYING CRIMINAL MATTERS; CERTIFICATION REQUIRED

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

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

#### 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.

#### 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 must have the authority to bind the quoter to the submitted quote.

#### LOBBYING

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

**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 must fully comply with the Quotation Documents, terms, and conditions.**

### 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.

### QUOTE EXPENSES

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

### REGULATIONS

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

### RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all quotes, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the quote and to increase or decrease quantities 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.

**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**

INSURANCE

The supplier will not commence work under a contract until the supplier has obtained all insurance under this section and such insurance coverage as might be required by the County. The supplier shall obtain, 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 for the coverage required by the contract documents which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

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

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) to a Commercial General Liability Policy with the following minimum limits.

Products/Completed Operations Aggregate	<u>\$2,000,000</u>
Personal and Advertising Injury	<u>\$1,000,000</u>
Each Occurrence	<u>\$ 300,000</u>
Fire Damage (Any One Fire)	<u>\$1,000,000</u>
Medical Expense (Any One Person)	<u>\$1,000,000</u>

c. Business Auto Policy

Each Occurrence Bodily Injury and Property Damage Liability Combined	<u>\$500,000</u>
Annual Aggregate (If Applicable)	Three Times Each Occurrence Limit

d. Owners Protective Liability Coverage

The minimum OPC Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the quoter(s) shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability coverage. The limits afforded by the OPC Policy and any excess policies shall apply only to the Owner and the Owner's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

e. Certifications of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the Purchasing Manager 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 quote number, project title and location of project. Insurance shall remain in force at least one year after completion and acceptance of the project by the County, in the amounts and types as stated herein, including coverage for all products and services completed under this contract.

**ADDITIONAL INSURED: - The successful supplier shall name Manatee County, a political subdivision of the State of Florida, shall be specifically named as additional insured on all policies.**

If the initial insurance expires prior to the completion of operations and/or services by the supplier, renewal certificates of insurance and required copies of policies shall be furnished by the supplier 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 supplier for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the supplier or his sureties to the County or to any workers, suppliers, material men or employees.

## SPECIFIC TERMS & CONDITIONS

### SCOPE

It is the intent of Manatee County to establish a contract(s) to procure, on an "as required" basis, of sampling and/or analytical services to supplement the Utilities Departments internal laboratory capabilities. It is the specific purpose of this quotation to establish a contract(s) for the required services to secure the cost and availability for procurement.

### BLANKET ORDER

Blanket Purchase Order(s) shall be issued as a result of this request for quotation. A Blanket Purchase Order number, when accompanied by a valid Release Order number provided by an authorized County employee will authorize purchases on an "As Required Basis".

### CANCELLATION

The County reserves the right to terminate a contract by giving 30 days written notice of intention to terminate if at any time the supplier 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.

### PAYMENT

Within forty-five (45) days after completion of work by the supplier, 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.

### PRICES

Quoters shall quote unit prices, F.O.B. Destination, including all discounts in accordance with unit of quantity indicated on Quote 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.

### RENEWAL AND TERMINATION

If not cancelled by the Vendor or the County, the awarded Blanket Purchase Order(s) shall be automatically renewed beyond the first 12-month contract for two (2) additional 12-month periods, not to exceed thirty-six months (36) provided there are no changes in prices, terms, or conditions.

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

### WARRANTY, MAINTENANCE, SERVICE AND SUPPORT

If any product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this quote, the supplier shall pick up the product from the County at no expense to the County. 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.

If the supplier cannot meet the delivery requirements or 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.

## MINIMUM TECHNICAL SPECIFICATIONS

### SCOPE

It is the intent of Manatee County to establish an annual contract or multiple contracts, on an "as required" basis, for the procurement of sampling and/or analytical services to supplement the Utilities Departments internal laboratory capabilities. It is the specific purpose of this quotation to establish a contract for the required services to secure the cost and availability for procurement.

Sampling will normally be conducted by County staff. The County may request the quoter to provide sampling services on an as needed basis. The quoter shall be responsible for providing labeled sample containers, and field sampling services according to Florida Administrative Code 62-160 and the standard operating procedures referenced therein. The County will provide the quoter with a Sample Request Letter (via mail, fax or email) prior to the beginning of the sampling event which will delineate the analyses required and the schedule for sampling. The quoter shall also be responsible for supplying the County with dedicated coolers and shipping to and from the County facilities. To ensure sample integrity and sample holding times are met, the laboratory performing sample collection and field measurements, must be located within a 300 mile radius of the County Administration Building.

The quoter shall be responsible for ensuring that all samples will be analyzed within the prescribed holding time. All samples received by the quoter from the County shall be retained after the date of the final report submittal to the County to assure that reanalysis is possible if requested. Samples shall be retained for the following time frames: a minimum of 90 days for metals samples and 45 days for all other samples.

A final report (hard copy and electronic format) and associated invoice must be delivered to the County within 21 days from receipt of the sample to insure timely reporting to regulatory agencies.

### QUALITY ASSURANCE

- A. Successful quoter must maintain FDOH ELCP certification throughout the duration of the contract.
- B. Successful quoter must achieve at least 95 % acceptance on all proficiency tests participated in for the duration of the contract.
- C. Successful quoter must submit any revised copies of Laboratory Quality Manual and Field Sampling Quality Manual for the duration of the contract.
- D. Court defensible chain of custody forms for all samples shall be maintained at all times for the duration of the contract. A signed copy of the sample chain of custody shall be provided with the analytical results of each sample.
- E. All sample handling, tracking, analysis, reporting, and disposal shall be performed in accordance with the most recent approved NELAC standards.
- F. The quoter shall provide the County with VOC trip blanks as necessary.
- G. Quality assurance data must be included with all analytical laboratory reports. This data shall at a minimum include:
  - 1) Blank summary
  - 2) Duplicate summary
  - 3) Matrix spike summary
  - 4) Calibration data summary
  - 5) Surrogate summary
  - 6) Extraction(s) time/date
- H. The Minimum Detection Limit (MDL) and/or the Practical Quantitation Limit (PQL) to be used in the analysis of the individual parameters must be approved by the County. The Quoter shall not change or alter the MDL and/or PQL without approval from the County.



- I. The Quoter shall provide a copy to the County any and all Quality Assurance/Quality Control correspondence between the Quoter and the FDOH and the FDEP related to the services performed.
- J. Dioxin analyses shall be high-resolution scans, not screens.
- K. The County reserves the right to inspect the Quoter facilities during normal business hours, to verify compliance with specifications outlined herein, prior to contract award and throughout the duration of the contract.
- L. The Quoter Laboratory Director/Manager (defined as the individual responsible for the overall daily operation of the laboratory), shall be, upon request, accessible to the County Laboratory Manager(s) to resolve issues, disputes and questions related to the contract and analytical reports.

## **RESULTS AND REPORTING**

A. All reports submitted must be in accordance with the most current approved NELAC standards. Where applicable and when requested, Quoter shall provide written analytical reports on FDEP approved forms. Reports must be provided to County within 21 days of sample receipt (there may be occasions when shorter turn-around times are required. In those instances, the County will pay contract prices. Quoter shall provide reports in hard copy and electronic form (i.e. CD or e-mail). Appropriate FDEP qualifier codes shall be used when required. Data from all sampling events for all parameters must be retained by the Quoter for five (5) years. All laboratory analysis reports must be submitted with a copy of the appropriate invoice.

### **B. Format of Data**

Hardcopy – A formatted paper copy of the results must be submitted. The appropriately signed hard copy report may be submitted in PDF format (or other pre-approved format) via e-mail. Each report must comply with the most recent approved version of the NELAC Standards. Each report must be signed by the Laboratory QA/QC Officer, the Laboratory Director or Manager, and/or the Project Manager. The format of the results shall be consistent with the appropriate regulatory reporting standard. In addition, original laboratories standard reporting forms are also required.

Electronic – An electronic copy of the results must be submitted. The electronic storage of the data shall be submitted to the County in Microsoft Excel and/or Microsoft Access and shall include, at a minimum, the following data fields:

- Sample collection date
- Sample collection time
- Analysis start date
- Analysis start time
- Sample preparation start date
- Sample preparation start time
- Result
- Units
- Parameter name
- County sample ID
- Analyst performing analysis
- Method MDL
- Method PQL
- Qualifier code(s)

Reports associated with Section C of the attached spreadsheet (Solid Waste - Lena and Erie Road Landfills) shall be provided in an electronic format consistent with the requirements for importing into the Florida Department of Environmental Protection's databases as summarized on the FDEP's web site at:

<http://www.dep.state.fl.us/waste/categories/shw/pages/ADaPT.htm>.

Potential quoter's electronic report format must allow for the seamless migration of data to the County's two Laboratory Information Management Systems. Data files shall reside on a standard compact disk(s). No report shall be split between two disks and each disk must be clearly labeled to indicate its contents. A report consists of one individual sampling event. Alternately, the electronic results may be submitted via email.

#### **C. Database Modifications**

The County reserves the right to modify the database file format throughout the contract period as needed for any possible changes that may occur due to regulatory or other updates. Upon notification from the County, the quoter will have up to four weeks to implement said changes except in those instances where regulatory authority dictates a more expeditious time frame. The County shall not be responsible for additional cost incurred by the quoter due to these changes.

#### **D. Required Turn-Around Time**

Final reports and electronic data are to be received by the County within 21 days from receipt of the sample by the quoter. However, there may be occasions when a 24 hour or three (3) day turn around time will be required. In these instances the County will pay the contract list price.

#### **E. Reanalysis**

Reanalysis of suspect data (possible invalid data) shall be provided by the quoter at the request of the County. Reanalysis results require a seven (7) day turn around time. Cost for reanalysis of questionable data shall be borne by the County unless the original result is invalidated due to quoter error, in which case cost of the original analysis and reanalysis shall be borne by the quoter. Locations which must be re-sampled due to quoter error, analyses out of holding time, lost samples, equipment failure, etc., shall be the sole responsibility of the quoter. Any re-sampling by the quoter must be coordinated with the County representative.

#### **G. Abnormal Events**

The quoter shall immediately notify the appropriate County representative via telephone, email, or facsimile in the event that any accuracy problems, reporting problems, exceedances of any Maximum Contaminant Level, or if abnormal test results become apparent to the quoter. Faxed copies of reports may be requested by the County prior to issuance of final hard copy and electronic reports.

#### **H. Addition of Tests**

Additional tests or methods may be required by various regulatory agencies over the term of the contract. These tests, and others, may be added to the contract at the discretion of the County at prices not to exceed the cost of comparable tests already part of the contract.

## **SAMPLING EVENTS**

The quoter shall provide the County labeled sample containers as defined in FAC 62-160. Containers shall contain the proper amount and type of preservative for the parameters to be analyzed. Quoter shall provide dedicated coolers in sufficient quantity to meet the sampling requirements of this contract. Quoter shall be responsible for transport to and from the County. Coolers shall be used for no other purpose than transport of County samples and shall be kept in good repair. The County will provide the quoter a Sample Request Letter with a parameters list.

The quoter shall prepare and mark all containers. Only waterproof labels and markers shall be used on bottles. Samples will be shipped to the quoter on wet ice. Sampling Kit must contain a packing list indicating the bottles which were included. The Sample Kits are required to be delivered to the County during normal working hours, Monday through Friday only.

The coolers are to be packed by sampling event (i.e. segregated kits for different events). The sampling location as designated by the Sample Request Letter shall be on all packing lists. All bottles (including VOC bottles) shall be labeled with the site name, sample identification, type of preservative, and the sample analytes. The label shall include space for sample date and time, which will be completed by County staff.

Samples received by the quoter will have the Chain of Custody indicating the parameters to be analyzed; the appropriate portion of the Sample Request Letter will be attached to the Chain of Custody.

In the event that the quoter is requested to perform field sampling, the quoter will be responsible for following all FDEP requirements as outlined in FAC 62-160 and the Standard Operating Procedures referenced therein. The Quoter shall be responsible for exercising strict chain of custody over all County samples. Copies of all chain of custody forms shall accompany the reports of analysis to the County. The quoter is responsible for providing the County with written explanations for any and all Quality Assurance irregularities regarding FDEP and County specifications.

## BASIS OF AWARD

Award(s) will be made to the responsive, responsible quoter(s) having the lowest total cost quotation (section A, sections B & C combined) for the specified Supplemental Laboratory Services Agreement. All Quoters shall quote each item to be considered responsive.

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

Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its 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 #12-1213BS

SUPPLEMENTAL LABORATORY SERVICES AGREEMENT

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.

**Required Completed Documentation:**

***Quotation Form and 11 page excel pricing form (pages 13-24), Required Certifications/Manuals/Reports/Resumes etc. (see page 25), Questionnaire/References (pages 26-27), local preference (if applicable), and Attachment B (pages 32-33). Please return documentation, signed, no later than May 18, 2012 at 3:00pm via fax, e-mail or hand carried.***

MANATEE COUNTY PURCHASING  
1112 MANATEE AVENUE WEST, SUITE 803  
BRADENTON, FL 34205  
BONNIE SIETMAN, BUYER, PURCHASING DEPARTMENT  
P 941.749.3046 F 941.749.3034  
bonnie.sietman@mymanatee.org

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 12-1213BS**  
**SUPPLEMENTAL LABORATORY SERVICES**

**SECTION A: TESTS FOR WATER TREATMENT PLANT  
DRINKING WATER**

1 NAME OF TEST: PRIMARY INORGANICS		Tests per year	Unit Price	Extended Cost
A	Asbestos	1	\$	\$
B	Antimony	4	\$	\$
C	Arsenic	4	\$	\$
D	Barium	4	\$	\$
E	Beryllium	4	\$	\$
F	Cadmium	4	\$	\$
G	Chromium	4	\$	\$
H	Cyanide	4	\$	\$
I	Fluoride	4	\$	\$
J	Lead	4	\$	\$
K	Mercury	4	\$	\$
L	Nickel	4	\$	\$
M	Nitrate (as N)	8	\$	\$
N	Nitrite (as N)	8	\$	\$
O	Selenium	4	\$	\$
P	Sodium	4	\$	\$
Q	Thallium	4	\$	\$

2. NAME OF TEST: TOTAL TRIHALOMETHANES		Tests per year	Unit Price	Extended Cost
Bromoform	Dibromochloromethane	175	\$	\$
Bromodichloromethane	Chloroform			

3. NAME OF TEST: HALOACETIC ACIDS		Tests per year	Unit Price	Extended Cost
Monochloroacetic acid	Trichloroacetic acid	75	\$	\$
Dichloroacetic acid	Dibromoacetic acid			
Monobromoacetic acid				

4. NAME OF TEST: VOLATILE ORGANIC COMPOUNDS		Tests per year	Unit Price	Extended Cost
Contaminant:	1,1,1-Trichloroethane	4	\$	\$
Vinyl Chloride	Cis-1,2-Dichloroethylene			
Benzene	1,2-Dichloropropane			
Carbon Tetrachloride	Ethylbenzene			
1,2-Dichloroethane	Monochlorobenzene			
Trichloroethylene	O-Dichlorobenzene			
para-Dichlorobenzene	Styrene			
1,1-Dichloroethylene	Tetrachloroethylene			
Toluene	Dichloromethane			
Trans-1,2-Dichloroethylene	1,2,4-Trichlorobenzene			
Xylenes (Total)	1,1,2-Trichloroethane			

5A. NAME OF TEST: PESTICIDES / PCBS		Tests per year	Unit Price	Extended Cost
Alachlor	Lindane	4	\$	\$
Atrazine	Methoxychlor			
Carbofuran	Polychlorinated Biphenyl (PCB)			
Chlordane	Pentachlorophenol			
Dibromochloropropane	Toxaphene			
2,4-D	2,4,5-TP (Silvex)			
Endrin	Dalapon			
Ethylene Dibromide	Di(2-Ethylhexyl) Phthalate			
Heptachlor	Di(2-Ethylhexyl) Adipate			

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SUPPLEMENTAL LABORATORY SERVICES**

Heptachlor Epoxide	Diquat
Endothall	Benzo (A) Pyrene
Glyphosate	Picloram
Hexachlorobenzene	Simazine
Hexachlorocyclopentadiene	Dinoseb
Oxamyl (vydate)	

5B. NAME OF TEST: Dioxin	Tests per	Unit Price	Extended Cost
	year		
Dioxin (2, 3, 7, 8 - TCDD)	1	\$	\$

6A. (Surface Water) NAME OF TEST: NITROGEN PESTICIDES / PCBS FOR RMP AND ULWP	Tests per	Unit Price	Extended Cost
	year		
Simazine	32	\$	\$
Atrazine			
Metribuzin			
Alachlor			
Bromacil			
Metolachlor			
Butachlor			
Toxaphene			

6B. (Surface Water) NAME OF TEST: CHLORINE PESTICIDES / PCBS FOR RMP AND ULWP	Tests per	Unit Price	Extended Cost
	year		
Endrin	32	\$	\$
G-BHC (Lindane)			
A-BHC			
B-BHC			
D-BHC			
Heptachlor			
Aldrin			
Heptachlor epoxide			
Endosulfan I			
Endosulfan II			

7	NAME OF TEST: SECONDARY INORGANICS & PHYSICAL FACTORS	Tests per year	Unit Price	Extended Cost
A	Aluminum	4	\$	\$
B	Chloride	4	\$	\$
C	Color (in color units)	4	\$	\$
D	Copper	4	\$	\$
E	Foaming Agents	4	\$	\$
F	Iron	4	\$	\$
G	Manganese	4	\$	\$
H	Odor (ton)	4	\$	\$
I	pH	4	\$	\$
J	Silver	4	\$	\$
K	Sulfate	4	\$	\$
L	Total Dissolved Solids	4	\$	\$
M	Zinc	4	\$	\$

8	NAME OF TEST: GROUP I: UNREGULATED ORGANICS	Tests per	Unit Price	Extended Cost
		year		
	Aldrin	4	\$	\$
	Dieldrin			
	Aldicarb			
	Aldicarb Sulfoxide			
	AldicarbSulfone			

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SUPPLEMENTAL LABORATORY SERVICES**

Dicamba Propachlor  
3-Hydroxycarbofuran

9	NAME OF TEST: GROUP II: UNREGULATED ORGANIC CONTAMINANTS		Tests per		
			year	Unit Price	Extended Cost
	Bromobenzene	Trichlorofluoromethane	4	\$	\$
	Bromodichloromethane	Bromomethane			
	Bromoform	Chloroethane			
	Chloroform	P-Chlorptoluene			
	Chloromethane	1,2,3-Trichloropropane			
	Dibromochloromethane	Dibromomethane			
	Dichlorodifluoromethane	1,1-Dichloroethane			
	1,3-Dichloropropene	1,3-Dichloropropane			
	1,1,2,2-Tetrachloroethane	2,2-Dichloropropane			
	1,1-Dichloropropylene	1,3-Dichlorobenzene			
	Methyl Tert-Butyl-Ether (MTBE)	1,1,1,2-Tetrachloroethane			
	O-Chlorotoluene				

10	NAME OF TEST: GROUP III: UNREGULATED ORGANIC CHEMICALS		Tests per		
			year	Unit Price	Extended Cost
	2-Chorophenol	Dimethylphthalate	4	\$	\$
	Phenol	Isophorone			
	2-Methyl-4,6-Dinitrophenol	Diocetylphthalate			
	2,4,6-Trichlorophenol	Diethylphthalate			
	Butyl Benzyl Phthalate	2,4-Dinitrotoluene'			
	Di-N-Butylphthalate				

11	NAME OF TEST: RADIONUCLIDES		Tests per		
			year	Unit Price	Extended Cost
	A Gross Alpha		40	\$	\$
	B Uranium		40	\$	\$
	C Radium 226		15	\$	\$
	D Radium 228		15	\$	\$
	E Radon		8	\$	\$

12	NAME OF TEST: GENERAL PARAMETERS: (for monitoring wells or samples from river, etc.)		Tests per		
			year	Unit Price	Extended Cost
	A Total Hardness (as CaCO3)		4	\$	\$
	B Total Alkalinity (as CaCO3)		4	\$	\$
	C Calcium		4	\$	\$
	D Magnesium		4	\$	\$
	E Bicarbonate (as HCO3)		4	\$	\$
	F Carbon Dioxide (as CO2)		4	\$	\$
	G Carbonate (as CaCO3)		4	\$	\$
	H Hydroxide (as CaCO3)		4	\$	\$
	I Conductivity		4	\$	\$
	J Hydrogen Sulfide		4	\$	\$
	<b>Nitrogen:</b>				
	K TKN (as N)		4	\$	\$
	L Ammonia (as N)		4	\$	\$
	M Chemical Oxygen Demand		4	\$	\$
	N Oils and Grease		4	\$	\$
	<b>Phosphorus:</b>				
	O Total (as P)		4	\$	\$
	P Reactive (as P)		4	\$	\$
	Q Total Solids		4	\$	\$
	R Biochemical Oxygen Demand		4	\$	\$
	S Potassium		4	\$	\$



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SUPPLEMENTAL LABORATORY SERVICES**

T	Foaming agents		4	\$	\$
U	Silica		4	\$	\$
V	Total Organic Carbon (TOC)		4	\$	\$
<b>13</b>	<b>SPECIAL SERVICES:</b>		<b>MARKUP (% MULTIPLIER)</b>		
A	24 hour turn around			X2	
B	3 day turn around			X6	
<b>GRAND TOTAL SECTION A (Items 1 - 15):</b>				\$	

**SECTION B: TESTS FOR WASTEWATER TREATMENT PLANTS & INDUSTRIAL COMPLIANCE**  
**PRIMARY DRINKING WATER STANDARDS (for Reclaim Water)**

1	NAME OF TEST: INORGANIC PARAMETERS	Tests per year	Unit Price	Extended Cost
A	Antimony	6		
B	Arsenic	6		
C	Barium	6		
D	Beryllium	6		
E	Cadmium	6		
F	Chromium	6		
G	Cyanide	6		
H	Fluoride	6		
I	Lead	6		
J	Mercury	6		
K	Nickel	6		
L	Nitrate	6		
M	Nitrite	6		
N	Selenium	6		
O	Sodium	6		
P	Thallium	6		

<b>2</b>	<b>NAME OF TEST: INORGANIC PARAMETERS</b>	Tests per year		
A	Asbestos	3		

**SECONDARY DRINKING WATER STANDARDS (for Reclaim Water)**

3	NAME OF TEST: INORGANIC PARAMETERS	Tests per year		
A	Aluminum	6		
B	Chloride	6		
C	Color	6		
D	Copper	6		
E	Fluoride	6		
F	Foaming agents	6		
G	Iron	6		
H	Manganese	6		
I	Odor	6		
J	pH	6		
K	Silver	6		
L	Sulfate	6		
M	Total dissolved solids	6		
N	Zinc	6		

**DRINKING WATER STANDARDS (for Reclaim Water)**

<b>4</b>	<b>NAME OF TEST: TOTAL TRIHALOMETHANES</b>	Tests per year		
	Total trihalomethanes - sum of concentrations of:	32		

**RFQ 12-1213BS  
SUPPLEMENTAL LABORATORY SERVICES**

	Bromodichloromethane Dibromochloromethane	Trichloromethane (Chloroform) Bromoform		
<b>5</b>	<b>NAME OF TEST: RADIOCHEMICALS</b>		Tests per year	
	Gross alpha Radium 226	Radium 228 Uranium	32	
<b>6</b>	<b>NAME OF TEST: VOLATILE ORGANICS</b>		Tests per year	
	1,2,4 trichlorobenzene Cis - 1,2 - dichloroethylene Xylenes (total) Dichloromethane O-dichlorobenzene Para - dichlorobenzene Vinyl chloride 1,1 - dichloroethylene Trans - 1,2 - dichloroethylene 1,2 - dichlorethane 1,1,1 - trichloroethane	Carbon tetrachloride 1,2 - dichloropropane Trichloroethylene 1,1,2 - trichloroethane Tetrachloroethylene Monochlorobenzene Benzene Toluene Ethylbenzene Styrene	10	
<b>7</b>	<b>NAME OF TEST: PESTICIDE / PCB'S</b>		Tests per year	
	Endrin Lindane Methoxychlor Toxaphene Dalapon Diquat Endothall Glyphosate Di (2 - ethylhexyl) adipate Heptachlor Heptachlor Epoxide 2,4 - D 2,4,5 - TP (silvex) Hexachlorobenzene Benzo (a)pyrene	Oxamyl (vydate) Simazine Di (2 - ethylhexyl) phthalate Picloram Dinoseb Hexachlorocyclopentadiene Carbofuran Atrazine Alachlor Pentachlorophenol PCB Dibromochloropropane Ethylene dibromide Chlordane	10	
<b>8</b>	<b>NAME OF TEST: PESTICIDE / PCB'S</b>		Tests per year	
	2,3,7,8 - TCDD (Dioxin)		10	
<b>9</b>	<b>NAME OF TEST: UNREGULATED GROUP I</b>		Tests per year	
	Carbaryl Methomyl Aldicard sulfoxide 3-hydroxy carbofuran Propachlor Aldrin	Aldicard sulfone Metolachlor Aldicard Dieldrin Dicamba Metribuzin	10	
<b>10</b>	<b>NAME OF TEST: UNREGULATED GROUP II</b>		Tests per year	
	Chloromethane Dichlorodifluoromethane Bromomethane	Chloroform Bromoform Bromodichloromethane	10	

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SUPPLEMENTAL LABORATORY SERVICES**

Chloroethane	Dibromochloromethane
Trichlorofluoromethane	O - chlorotoluene
Methyl-tert-butyl-ether	P - chlorotoluene
Dibromomethane	M - dichlorobenzene
1,1, - dichloropropylene	1,1 - dichloroethane
1,3, - dichloropropane	1,1,1,2 - tetrachloroethane
1,3, - dichloropropene	1,1,2,2 - tetrachloroethane
1,2,3 - trichloropropane	Bromobenzene
2,2 - dichloropropane	

**11 NAME OF TEST: UNREGULATED GROUP III**

Isophorone	Diocetylphthalate
2,4 - dinitrotoluene	2 - chlorophenol
Dimethylphthalate	2 - methyl - 4,6 - dinitrophenol
Diethylphthalate	Phenol
Di-n-butylphthalate	2,4,6 - trichlorophenol
Butyl benzyl phthalate	

Tests per  
year

10

**PRIORITY POLLUTANTS (40 CFR PART 122 APPENDIX D; TABLES II, III)**

**12 NAME OF TEST: VOLATILES**

Acrolein	1,2 - dichloropropane
Acrylonitrile	1,3 - dichloropropylene
Benzene	Ethybenzene
Bromoform	Methyl bromide
Carbontetrachloride	Methyl chloride
Chlorobenzene	Methylene chloride
Chlorodibromomethane	1,1,2,2 - tetrachloroethane
Chloroethane	Tetrachloroethylene
Ethybenzene	Toluene
2 - chloroethylvinyl ether	1,2 - trans - dichloroethylene
Chloroform	1,1,1 - trichloroethane
dichlorobromomethane	1,1,2 - trichloroethane
1,1 - dichloroethane	Trichloroethylene
1,2 - dichloroethane	Vinyl chloride
1,1 - dichloroethylene	

Tests per  
year

10

**13 NAME OF TEST: ACID COMPOUNDS**

2-chlorophenol	2-nitrophenol
2,4 - dichlorophenol	p-chloro-m-cresol
2,4 - dimethylphenol	Pentachlorophenol
4,6 - dinitro-o-cresol	Phenol
2,4 - dinitrophenol	2,4,6 - trichlorophenol

Tests per  
year

6

**14 NAME OF TEST: BASE / NEUTRAL**

Acenaphthene	2-chloronaphthalene
Acenaphthylene	4-chlorophenyl phenyl ether
Anthracene	Chrysene
Benzidine	Dibenzo (a,h) anthracene
Benzo(a) anthracene	1,2 - dichlorobenzene
Benzo (a) pyrene	1,3 - dichlorobenzene
3,4 - benzofluoranthene	1,4 - dichlorobenzene
Benzo (ghi) perylene	3,3 - dichlorobenzidine
Benzo (kl) fluoranthene	Diethyl phthalate
Bis (2-chloroethoxy) methane	Dimethylphthalate
Bis (2-chloroethyl) ether	Di-n-butyl phthalate

Tests per  
year

6

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SUPPLEMENTAL LABORATORY SERVICES**

Bis (2-chloroisopropyl) ether	2,4 - dinitrotoluene
Bis (2-ethylhexy) phthalate	2,6 - dinitrotoluene
4-bromophenyl phenyl ether	Di-n-octyl phthalate
Butylbenzyl phthalate	Fluoranthene
1,2 - diphenylhydrazine (as azobenzene)	Fluorene
Hexachlorobenzene	Nitrobenzene
Hexachlorobutadiene	N-nitrosodimethylamine
Hexachlorocyclopentadiene	N-nitrosodi-n-propylamine
Hexachloroethane	N-nitrosodiphenylamine
Indeno (1,2,3 - Cd) pyrene	Phenanthrene
Isophorone	Pyrene
Napthalene	1,2,4 - trichlorobenzene

<b>15</b>	<b>NAME OF TEST: BASE / NEUTRAL</b>	Tests per year		
	1,2 - diphenylhydrazine (as azobenzene) by SW-846 8270	6		

<b>16</b>	<b>NAME OF TEST: PESTICIDES</b>	Tests per year		
	Aldrin	6		
	Alpha - BHC			
	Beta - BHC			
	Gamma - BHC			
	Delta - BHC			
	Chlordane			
	4,4' - DDT			
	4,4' - DDE			
	4,4' - DDD			
	Dieldrin			
	Alpha - endosulfan			
	Beta - endosulfan			
	Endosulfan sulfate			
	PCB - 1242			
	PCB - 1254			
	PCB - 1221			
	PCB - 1232			
	PCB - 1248			
	PCB - 1260			
	PCB - 1016			
	Toxaphene			
	Endrin			
	Endrin aldehyde			
	Heptachlor			
	Heptachlor epoxide			

<b>17</b>	<b>NAME OF TEST: INORGANIC (AND TOTAL PHENOLS)</b>	Tests per year		
<b>A</b>	Antimony	6		
<b>B</b>	Arsenic	6		
<b>C</b>	Beryllium	6		
<b>D</b>	Cadmium	6		
<b>E</b>	Chromium	6		
<b>F</b>	Copper	6		
<b>G</b>	Lead	6		
<b>H</b>	Mercury	6		
<b>I</b>	Nickel	6		
<b>J</b>	Selenium	6		
<b>K</b>	Silver	6		
<b>L</b>	Thallium	6		
<b>M</b>	Zinc	6		
<b>N</b>	Cyanide	6		
<b>O</b>	Total phenols	6		

<b>TCLP (TOXICITY CHARACTERISTIC LEACHING PROCEDURE)</b>			
<b>18</b>	<b>NAME OF TEST: METALS (INCLUDES EXTRACTION)</b>	Tests per year	
	Silver	6	
	Arsenic		
	Barium		
	Cadmium		

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**SUPPLEMENTAL LABORATORY SERVICES**

Chromium  
 Mercury  
 Lead  
 Selenium

19 NAME OF TEST: ORGANICS (INCLUDES EXTRACTION)		Tests per year		
Benzene	Hexachlorobenzene	6		
Carbon tetrachloride	Hexachlorobutadiene			
Chlordane	Hexachloroethane			
Chlorobenzene	Lindane			
Chloroform	Methoxychlor			
O-cresol	Methyl ethyl ketone			
M-cresol	Nitrobenzene			
P-cresol	Pentachlorophenol			
Cresol	Pyridine			
2,4 - D'	Tetrachloroethylene			
1,4 - dichlorobenzene	Toxaphene			
1,2 - dichloroethane	Trichloroethylene			
1,1 - dichloroethylene	2,4,5 - trichlorophenol			
2,4 - dinitrotoluene	2,4,6 - trichlorophenol			
Endrin	Silvex			
Heptachlor	Vinyl chloride			

**GENERAL PARAMETERS**

20 NAME OF TEST: METALS		Tests per year		
<b>A</b>	Boron	6		
<b>B</b>	Cesium	6		
<b>C</b>	Cobalt	6		
<b>D</b>	Molybdenum	6		
<b>E</b>	Vanadium	6		
<b>F</b>	Strontium	6		
<b>G</b>	Titanium	6		
<b>H</b>	Tin	6		
<b>I</b>	Lithium	6		
<b>J</b>	Mercury by EPA Method 1631	6		

21 NAME OF TEST: INORGANIC PARAMETERS		Tests per year		
<b>A</b>	Alkalinity (as CaCo3)	6		
<b>B</b>	Ammonia (asN)	6		
<b>C</b>	TKN	6		
<b>D</b>	Total N	6		
<b>E</b>	Calcium	6		
<b>F</b>	Magnesium	6		
<b>G</b>	Non-filterable residues (TSS)	6		
<b>H</b>	Volatile residues (VSS)	6		
<b>I</b>	Specific conductance	6		
<b>J</b>	Turbidity	6		
<b>K</b>	Chlorophyll "A"	6		
<b>L</b>	Bromide	6		
<b>M</b>	Hardness	6		
<b>N</b>	Potassium	6		
<b>O</b>	Total phosphorous	6		
<b>P</b>	Orthophosphate	6		
<b>Q</b>	Total residual chlorine	6		

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SUPPLEMENTAL LABORATORY SERVICES**

<b>R</b>	Oil & grease		6		
<b>S</b>	Hydrogen sulfide		6		
<b>T</b>	Sulfite		6		
<b>U</b>	% total solids		6		
<b>22</b>	<b>NAME OF TEST: DEMANDS</b>		Tests per year		
<b>A</b>	cBOD5		6		
<b>B</b>	BOD5		6		
<b>C</b>	COD		6		
<b>D</b>	TOC		6		
<b>E</b>	Dissolved oxygen		6		
<b>23</b>	<b>NAME OF TEST: MICROBIOLOGY</b>		Tests per year		
<b>A</b>	Fecal coliforms		6		
<b>B</b>	MPN fecal coliform		6		
<b>C</b>	Total coliform		6		
<b>D</b>	Heterotrophic plate count		6		
<b>E</b>	E. coli		6		
<b>F</b>	Enterococci		6		
<b>24</b>	<b>NAME OF TEST: BACTERIOLOGICAL QUALITY OF DI WATER (STANDARD METHODS 9020B)</b>		Tests per year		
<b>A</b>	Metals		2		
<b>B</b>	Student's T Test		2		
<b>C</b>	Colony Ratio		2		
<b>25</b>	<b>NAME OF TEST: FIELD PARAMETERS</b>		Tests per year		
<b>A</b>	pH		2		
<b>B</b>	Temperature		2		
<b>C</b>	Specific conductance		2		
<b>D</b>	Dissolved oxygen		2		
<b>E</b>	Turbidity		2		
<b>F</b>	Field sampling (Including all mileage, labor, materials and equipment)* (per hr Unit Price)		2		
<b>G</b>	Total residual chlorine		2		
(* Hotel, restaurant and airfare accommodations will be the					
<b>26</b>	<b>NAME OF TEST: BIOSOLIDS (40 CFR PART 503)</b>		Tests per year		
<b>A</b>	503 Metals		6		
<b>B</b>	Potassium (% Dry Weight)		6		
<b>C</b>	Total Nitrogen (% Dry Weight)		6		
<b>D</b>	Total Phosphorus (% Dry Weight)		6		
<b>E</b>	% Total Solids		6		
<b>F</b>	pH		6		
<b>G</b>	Fecal MPN		24		
<b>27</b>	<b>NAME OF TEST: PETROLEUM RANGE ORGANICS)</b>		Tests per year		
<b>A</b>	FDEP Method FL-PRO		6		
<b>28</b>	<b>SPECIAL SERVICES:</b>		MARKUP (%)		
<b>A</b>	24 hour turn around		100%		
<b>B</b>	3 day turn around		50%		
<b>GRAND TOTAL SECTION B (Items 1 - 27)</b>					

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SUPPLEMENTAL LABORATORY SERVICES**

**SECTION C: SUPPLEMENTAL LABORATORY SERVICE  
SOLID WASTE - LENA AND ERIE ROAD LANDFILLS**

<b>LEACHATE PARAMETERS:</b>			
<b>1</b>	<b>NAME OF TEST: 40 CFR, PART 258, APPENDIX II</b>	Tests per year	
<b>A</b>	All Appendix II parameters	3	
<b>2</b>	<b>NAME OF TEST: FIELD PARAMETERS</b>		
<b>A</b>	Specific Conductivity	6	
<b>B</b>	pH	6	
<b>C</b>	Dissolved Oxygen	6	
<b>D</b>	Colors, Sheen (by observation)	6	
<b>E</b>	Field Sampling* (per hr Unit Price)	6	
<b>3</b>	<b>NAME OF TEST: GENERAL PARAMETERS</b>		
<b>A</b>	Total Ammonia - N	6	
<b>B</b>	Bicarbonates	6	
<b>C</b>	Chlorides	6	
<b>D</b>	Iron	6	
<b>E</b>	Mercury	6	
<b>F</b>	Nitrate	6	
<b>G</b>	Sodium	6	
<b>H</b>	Total Dissolved Solids	6	
<b>*Any hours in excess of those allowed must be reviewed and approved</b>			
<b>GROUNDWATER PARAMETERS:</b>			
<b>4</b>	<b>NAME OF TEST: 40 CFR, PART 258, APPENDIX I (ORGANIC CONSTITUENTS)</b>	Tests per year	
<b>A</b>	Appendix I organic constituents	48	
<b>B</b>	Dibromochloropropane (DBCP); Ethylene dibromide (EDB) by EPA 8011	48	
<b>5</b>	<b>NAME OF TEST: FIELD PARAMETERS</b>	Tests per year	
<b>A</b>	Specific Conductivity	48	
<b>B</b>	pH	48	
<b>C</b>	Static Water Level (Before Purging)	48	
<b>D</b>	Dissolved Oxygen	48	
<b>E</b>	Turbidity	48	
<b>F</b>	Temperature	48	
<b>G</b>	Colors, Sheen (By Observation)	48	
<b>H</b>	Field Sampling* (per hr Unit Price)	48	
<b>6</b>	<b>NAME OF TEST: GENERAL PARAMETERS</b>	Tests per year	
<b>A</b>	40 CFR Part 258 Appendix I (Inorganic Constituents)	48	
<b>B</b>	Total Ammonia - N	48	
<b>C</b>	Chlorides	48	
<b>D</b>	Iron	48	
<b>E</b>	Mercury	48	
<b>F</b>	Nitrate - N	48	
<b>G</b>	Sodium	48	
<b>H</b>	Total Dissolved Solids	48	
<b>SURFACE WATER PARAMETERS:</b>			
<b>7</b>	<b>NAME OF TEST: 40 CFR, PART 258, APPENDIX I (ORGANIC CONSTITUENTS)</b>	Tests per year	
<b>A</b>	Appendix I organic constituents	4	
<b>B</b>	Dibromochloropropane (DBCP); Ethylene dibromide (EDB) by EPA 8011	4	

**RFQ 12-1213BS  
SUPPLEMENTAL LABORATORY SERVICES**

8 NAME OF TEST: FIELD PARAMETERS		Tests per year		
A	Specific Conductivity	4		
B	pH	4		
C	Dissolved Oxygen	4		
D	Turbidity	4		
E	Temperature	4		
F	Colors, Sheen (By Observation)	4		
G	Field Sampling* (per hr Unit Price)	4		
9 NAME OF TEST: GENERAL PARAMETERS		Tests per year		
A	40 CFR, PART 258, APPENDIX I (INORGANIC CONSTITUENTS)	4		
B	Chlorophyll A	4		
C	Unionized Ammonia	4		
D	Total Hardness	4		
E	Biochemical Oxygen Demand	4		
F	Copper	4		
G	Iron	4		
H	Mercury , EPA 1631	4		
I	Nitrate	4		
J	Zinc	4		
K	Total Dissolved Solids	4		
L	Total Organic Carbon	4		
M	Fecal Coliform	4		
N	Total Phosphates	4		
O	Total Nitrogen	4		
P	Chemical Oxygen Demand	4		
Q	Total Suspended Solids	4		
10	<b>SPECIAL SERVICES:</b>	<b>MARKUP</b>		
A	24 hour turn around	100%		
B	3 day turn around	50%		
<b>GRAND TOTAL SECTION C (Items 1-9)</b>				

**GRAND TOTAL FOR SECTIONS A, B, C:**



REQUEST FOR QUOTATION #12-1213BS

SUPPLEMENTAL LABORATORY SERVICES AGREEMENT

CERTIFICATION REQUIREMENTS

**THIS DOCUMENTATION MUST BE SUBMITTED WITH YOUR QUOTE**

1. Include a copy of suppliers FDOH approved Laboratory Quality Manual
2. Include a copy of suppliers FDEP approved Field Sampling Quality Manual
3. Include a copy of suppliers FDOH ELCP certificate
4. Include a copy of suppliers latest FDOH ELCP audit report
5. Provide copies of suppliers three most recent proficiency studies for all analytes in quote package
6. Where applicable, documentation of laboratory certification for methods found in 40 CFR Part 136 Appendix B for wastewater analyses.
7. Resumes of key personnel and their experience with current analytical equipment
8. Provide documentation if currently maintain certification with the Florida Department of Health, Environmental Laboratory Certification Program for all the fields of accreditation and sample matrices identified in this document with the exception of the following parameters; asbestos, dioxin (2, 3, 7, 8 – TCDD), ICR parameters with a **hold time of less than 24 hours**. In cases where certification is not maintained, a joint venture quote may be submitted. In such cases, all laboratories must meet the requirements specified herein which are applicable to the specific analytical services provided by that laboratory. Quotes are required for each parameter specified for samples delivered to the vendor during any single working day.

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

REQUEST FOR QUOTATION #12-1213BS

SUPPLEMENTAL LABORATORY SERVICES AGREEMENT

QUESTIONNAIRE/REFERENCES

**THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR QUOTE**

1. Licensed and operating a full-time laboratory service: \_\_\_\_\_ Yes \_\_\_\_\_ No (check one) for \_\_\_\_\_ continuous years'; Current License/Certification # \_\_\_\_\_ Expiration: \_\_\_\_\_

2. Quoting as: an individual;; a partnership;; a corporation: ; a joint venture: (circle one)

3. Inventory of laboratory instrumentation including age of instrumentation and maintenance agreement.

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4. Statement of how quoter plans to comply with six hour holding time of bacteriological analyses

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5. Summary of any litigation filed against the quoter in the past five years which is related to the services provided. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.

6. Number of employees employed by your business: \_\_\_\_\_ Subcontracted: \_\_\_\_\_

7. Name of supervisor (scheduling and supervising work): \_\_\_\_\_

9. A list of all laboratory method detection limits and practical quantitation limits. All method detection limits must meet maximum contaminant levels for Primary and Secondary Drinking Water Standards (62-550 FAC) and Ground Water Target Levels (62-777 FAC) where applicable (i.e. methods used in the analysis of wastewater samples must meet MCL's for Drinking Water Standards).

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Company Name: \_\_\_\_\_

REQUEST FOR QUOTATION #12-1213BS

SUPPLEMENTAL LABORATORY SERVICES AGREEMENT

QUESTIONNAIRE/REFERENCES

**THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR QUOTE**

10. Three current references from water/wastewater utilities in the state of Florida for which they provide similar services.

CUSTOMER NAME: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO: \_\_\_\_\_ SERVICE PERIOD: \_\_\_\_\_  
SERVICE DETAILS: \_\_\_\_\_  
\_\_\_\_\_

CUSTOMER NAME: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO: \_\_\_\_\_ SERVICE PERIOD: \_\_\_\_\_  
SERVICE DETAILS: \_\_\_\_\_  
\_\_\_\_\_

CUSTOMER NAME: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO: \_\_\_\_\_ SERVICE PERIOD: \_\_\_\_\_  
SERVICE DETAILS: \_\_\_\_\_  
\_\_\_\_\_

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

9. Quoter's acceptance that the use of subcontractors is not permitted without the written approval of the County.  
\_\_\_\_\_  
\_\_\_\_\_

10. All equipment to be used in performing this service shall be kept maintained when on job site. List major equipment on a separate page (if required) with complete description, i.e., age, general condition, maintenance status, etc.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_

Attachment "A"

STATEMENT OF NO OFFER

REQUEST FOR QUOTATION #12-1213BS

SUPPLEMENTAL LABORATORY SERVICES AGREEMENT

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

We, the undersigned, have declined to quote on RFQ #12-1213BS, 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)

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REMARKS:

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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.myanatee.org](http://www.myanatee.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](http://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.myanatee.org](http://www.myanatee.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 must 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

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.