



REQUEST FOR QUOTATION #12-2131GE
Marine Signs, Pilings, and Buoys Services

DATE ISSUED: August 27, 2012

DUE DATE: September 10, 2012 at 3:00 PM

PROJECT BACKGROUND

Manatee County is requesting quotations to assist with maintaining the integrity of marine aids to navigation, signs and buoys which mark regulated speed zones in the waters of Manatee County and the Gulf of Mexico.

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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 and Technical Specifications.

Manatee County, a political subdivision of the State of Florida, (hereinafter "Manatee County" or the "County") will receive request for 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

A non-mandatory information conference will be held on August 30, 2012, at the Manatee County Administration Building, 1112 Manatee Avenue, W., Bradenton, FL, 8th Floor Purchasing Conference Room at 3:00 PM.

CLARIFICATION OF QUESTION DEADLINE: September 5, 2012 at 3:00 pm

Authorization to release: SKW

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 COVERAGE

The quoter will not commence work under a contract until all insurance under this section, and such insurance coverage as might be required by the County, has been obtained. Minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy) shall be as follows:

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 Worker's Compensation Act, the Longshoremen's and Harbor Worker's Compensation Act or any other coverage required by the contract documents which are customarily insured under Part One of the standard Worker's 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 Worker's Compensation Policy shall be:

\$ 100,000	(Each Accident)
\$ 500,000	(Disease-Policy Limit)
\$ 100,000	(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 the Limits of Insurance (Designated Project of Premises) endorsement (ISO Form GC 2503) to a Commercial General Liability Policy with the following minimum limits:

Products/Completed Operations Aggregate	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage (Any one fire)	\$ NIL
Medical Expense (Any one person)	\$ NIL

c. Business Auto Policy

Each Occurrence Bodily Injury and Property	
Damage Liability Combined	\$ 300,000
Annual Aggregate (If Applicable)	Three times the each occurrence limit

d. County's Protective Liability Coverage

The minimum OPC Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the quoter 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 County and the County's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

e. Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the three above paragraphs a, b, and c., shall be filed with the Purchasing Director before operations are begun.

The required certificates of insurance shall not only 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 (1) year after completion and acceptance of the project by the County, insurance in the amounts and types as stated herein, coverage for all products and services completed under this contract.

f. Property Insurance

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

g. Installation Floater

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

h. Workers' Compensation and Employers' Liability

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if an operations are to be undertaken on or about navigable waters, coverage must be included for the IS Longshoremen & Harbor Workers Act. Employers' Liability limits for not less than \$100,000 each accident, \$500,000 disease policy limit and \$1000, 000 diseases each employee must be included.

i. Maritime Liability

Shall have minimum limits of \$1,000,000 per occurrence. Shall include endorsement to include Jones Act or Protection & Indemnity Policy providing for maritime exposures. Any deduction is the responsibility of the Vendor.

It shall be the responsibility of the Vendor to ensure that all subcontractors carry General Liability Insurance, Automobile Liability, and Workers' Compensation in compliance with statutory limits.

ADDITIONAL INSURED:

Manatee County, a political subdivision of the State of Florida, shall be specifically named as additional insured in each of the applicable policies.

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

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

1. As stated in paragraph (e.) "Certificates of Insurance and Copies of Policies", the project number (if one has been assigned) or Quote number, title and location shall appear on the certificate.
2. As stated above Manatee County, a political subdivision of the State of Florida, shall be named as additional insured.
3. The certificate holder shall be:
Manatee County Board of Commissioners
P.O. Box 1000
Bradenton, FL 34206-1000
4. Certificate shall be mailed to:
Manatee County Purchasing
1112 Manatee Avenue West 8th Floor
Bradenton, FL 34205
Attention: George Earnest

The vendor/Vendor must maintain the insurance coverages required by the County while the contract is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.

SPECIFIC TERMS & CONDITIONS

PURPOSE

It is the intent of the County of Manatee to purchase on an "as needed" basis, the services requiring the labor, materials, equipment, and accessories to perform the complete installation, removal and disposal, of marine signs, pilings, buoys and any other related items as directed by Manatee County, in accordance with the attached documents and specifications herein.

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.

CONTRACT RENEWAL

The term of this contract shall be for two (2) years. Manatee County reserves the right to renew this contract for up to two (2) additional two-year renewal options under the same terms and conditions. Manatee County will automatically renew this contract on each option year unless 90 day written notice is given to the vendor that the contract will not be renewed.

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.

PRICES

Quoters shall quote unit prices, F.O.B. Destination when shipping is a factor, 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 labor, equipment and supplies used in providing the service required herein.

QUANTITIES

Quantities listed are estimates only and are not guaranteed.

PRICE ADJUSTMENTS FOR RENEWAL PERIODS

Prices shall remain firm for the first two-year base contract term. Requested price changes for the remaining two-year terms may be adjusted in accordance with the Consumers Price Index from the previous calendar year as published by the Department of Labor.

PROJECT LOCATION

The areas to be serviced are all Manatee County waters including the Manatee River, Terra Ceia Bay, Palma Sola Bay, Anna Maria Sound to the Northern boundary of Manatee County, Bishop Harbor, Sarasota Bay to the Southern boundary of Manatee County, Braden River and all coastlines, rivers, creeks, bays and bayous as well as the waters of the Gulf of Mexico adjacent to the established corporate limits of Manatee County. Quoters are to adhere to Longshore and Harbor Workers' Compensation Act and the Jones Act.

QUALIFICATION OF QUOTER

The Vendor shall be certified in Florida as a Marine Specialty Contractor or General Contractor. Vendor shall have a minimum of three (3) years experience in complete installation and/or removal, and disposal, of marine signs, pilings, buoys and any other related items or maintenance related to this project. All

quoters must submit with their quote the Vendor Questionnaire/References form included herein and list on said form the Vendor's license number. All service personnel shall be uniformed (with visible personal identification).

It is the sole responsibility of the successful Vendor(s) to hold and maintain any and all licenses as may be required by any Local, State or Federal law as appropriate for the work that is being performed as a result of the award of this contract.

SUBCONTRACTORS

The use of Subcontractors is strictly prohibited without the prior written approval by the County. Subcontractors shall be bound by the terms and conditions of this contract insofar as it applies to their Work, with special emphasis in insurance and qualifications requirements. The use of Subcontractors shall not relieve the prime Vendor from the full responsibility to the County for the proper completion of all Work to be executed under this contract.

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.

UNSUCCESSFUL SERVICES

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

TIMELINESS

All work awarded under this contract is expected to be completed on a timely basis. The County recognizes that sea and weather conditions factor into the amount of time a particular project may require. If the Vendor claims a significant delay to be the result of inclement weather or sea conditions, the Vendor shall provide written documentation of the exact dates that work was impossible and the environmental conditions observed on each date as well as a revised schedule for completion of work.

BASIS OF AWARD

Award will be made to the responsive, responsible quoter having the lowest total quote. The County reserves the right to make multiple awards. 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.

MINIMUM TECHNICAL SPECIFICATIONS

SCOPE

Vendor shall be responsible for furnishing all labor, materials, equipment, and accessories to perform the complete installation and/or removal, and disposal, of marine signs, pilings, buoys and any other related item associated with this Request for Quotation. This includes proper disposal of any debris associated with any services required herein. The Vendor shall give 48 hour notification to the Natural Resources Department, Marine Resources Program Manager, (MRPM) Alan LaiHipp at (941) 748-4501, ext. #8053 or cell # (941) 737-0251 prior to commencement of work.

1. The following are projected work quantities for the upcoming year:
 - 20-30 pilings (installed)
 - 60 daymarkers, aids to navigation (installed)
 - 10 Manatee protection signs (installed)
 - 20 buoys (new and/or re-installations)
 - **Note: The numbers provided above are estimates only and do not constitute a guaranteed number, just a baseline of how much work may be anticipated.**
 - **Note: Miscellaneous hardware and other parts used in installations, repairs and maintenance are to be preapproved by the MRPM before any work is to be done. The quality of these items is critical in this work. Therefore a price line for a percentage markup above the Contractor's cost of these items is included on the Quote Form.**
2. The Vendor shall have the appropriate equipment available to provide all services required herein. The Vendor will also be responsible for containing and removing any pollutant discharge caused by Vendor necessitating cleanup which must be performed immediately and to the satisfaction of the authorized agency overseeing cleanup efforts in compliance with all county, state and federal regulations. Vendor is responsible for notifying all appropriate agencies in the event of a pollutant discharge.
3. The Vendor shall be available for all services and materials needed by the County after a hurricane or catastrophic disaster, whether natural or manmade, to include a declaration of a state of emergency declared by the County. The Vendor shall give the County preferential response to the exclusion all other non-governmental clients. In addition, the County reserves the right to call upon the services of all responsive and responsible quoters to this solicitation in such an instance of emergency.
4. Certain emergency situations, as determined by the MRPM may require services to be provided outside of "normal working hours". These will be considered "after-hours" services and will be priced as a labor rate markup (not to exceed 50%) on the Quote Form. Normal working hours are defined as 8:00 AM to 6:00 PM weekdays; (Monday thru Friday).
5. Precautionary measures shall be taken to ensure that no impacts to mangroves, sea grasses, or any other native plants and animals, occur during any required services. The Vendor is responsible for any damage that may occur.

6. The County records all "water" related changes and /or activities in its ESRI ArcGIS 910.x based Geographic Information System (GIS). Therefore all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the County as a project deliverable for inclusion into the County's GIS at no additional cost. GIS data files submitted in support of a project must adhere to Manatee County GIS Standards, and CAD drawings submitted must adhere to Manatee County CAD Standards.

WORK REQUIREMENTS

NOTE: ANY AND ALL MANATEE COUNTY GOVERNMENT PERMITS REQUIRED BY ANY FEDERAL, STATE AND/OR LOCAL AGENCY SHALL BE THE RESPONSIBILITY OF THE VENDOR.

1. PILING INSTALLATION/ REMOVAL/MAINTENANCE

All installations must conform to the Florida Uniform Waterway Marking System in accordance with Florida Statutes 327.40(1). All work performed under this contract must be conducted according the state technical specifications for the installation, repair and removal of uniform waterway markers and related services outlined in the guidelines for posting uniform waterway markers in Florida waterways (utilizing the most current version of the guidelines).

The Vendor will be advised of the installation/removal location(s) using standard GPS coordinates in degree/decimal minute format via hardcopy and electronic format. The Vendor will also be advised of the direction that each sign or aid to navigation must face.

The Vendor shall confirm all provided coordinates with the NRPM prior to installing any piling, sign or buoy. If any piling, sign or buoy is subsequently determined to have been installed/constructed incorrectly, or in the wrong location, it shall be the responsibility of the Vendor to correct the issues at no cost to the County.

2. MARINE SIGN/AIDS, DAYMARKERS TO NAVIGATION MOUNTING, REMOVAL AND MAINTENANCE

All signs shall conform to the Florida Uniform Waterway Marking System in accordance with Florida Statutes 327.40(1). All work performed under this contract must be conducted according to the state technical specifications for the installation, repair and removal of uniform waterway markers and related services outlines in the guidelines for posting uniform waterway markers in Florida waterways (utilizing the most current version of the guidelines). This work shall include, but not be limited to, the following:

- a. The Vendor will be advised of the installation/removal location(s) using standard GPS coordinates in degree/decimal minute format via hardcopy and electronic format.
- b. Channel day-markers (aids to navigation) are to be through-bolted through the piling and installed using cross bracing with the top of the day-marker angled outward to avoid soiling by birds. Day-markers may not be attached directly to pilings.
- c. In certain situations, the installation of signs or aids to navigation on concrete/wooden bridge pilings may be required. Drilling into the structure for the purpose of mounting a sign or aid to navigation, or permanent adhering (gluing) of signs or aid to navigation on such structures

is not allowed unless permission is specifically granted by the agency or County responsible for the structure. It shall be the Vendor's responsibility to obtain such permission and/or use a NRPM approved alternative mounting method which does not impact the structure.

3. RETURNING OR DISPOSING OF SIGNS, PILINGS AND HARDWARE

Signs, day markers and hardware must be returned to the County unless otherwise directed. All items removed and not returned at the direction of the NRPM must be properly disposed of in compliance with all federal, state and local laws and ordinances.

4. BOATING SAFETY SPAR/BEACH BUOY INSTALLATION

- a. Installation of spar buoys along the gulf beaches of Anna Maria Island; from Bean Point southward to the northern tip of Longboat Key.
- b. Buoys and concrete or helical anchors will be supplied. Contractor must supply and assemble all other components.
- c. Buoys to be installed according to attached drawing; Attachment "D".
- d. Shackles shall be zip tied to prevent unthreading.
- e. The Vendor shall confirm the acceptable line splicing method with the NRPM.
- f. Amsteel 5/16" line must be used, **no substitutes are acceptable.**
- g. Helical anchors must be installed approximately 4 feet below the substrate so that only the anchor eye remains above the substrate.
- h. Provided scope shall be sufficient to allow some slack in the anchor line during the highest tides.
- i. Exact coordinates will be determined and provided via hardcopy and electronic file by Natural Resources at least one week prior to project initiation. Generally, the buoys will be installed 300 feet from the existing shoreline.
- j. The installation locations at Bean Point (northern tip of Anna Maria Island) may be in 25+ feet of water depth.

The Vendor shall confirm all provided coordinates with the NRPM prior to installing any piling, sign or buoy. If any piling, sign or buoy is subsequently determined to have been installed/constructed incorrectly, or in the wrong location, it shall be the responsibility of the Vendor to correct the issues at no cost to the County.

Three pages of drawings of buoy installation/anchoring options A, B and C are included as Attachment "D". A price line for each option is included on the Quote Form.

5. SPAR/BEACH BUOY REMOVAL AND DSIPOSAL

All removed components (anchor-line, buoys) shall be disposed of properly.

QUOTE FORM
REQUEST FOR QUOTATION #12-2131GE
Marine Related Signs, Pilings, and Buoys

DATE DUE: September 10, 2012 at 3:00 PM

To: Manatee County Purchasing
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205
Attention: George Earnest, reference RFQ #12-2131GE

We propose to furnish, all labor, materials and equipment to perform the complete installation and/or removal, and disposal, of marine signs, pilings buoys and any other related items associated as directed by Manatee County in accordance with the specifications, as listed herein, at the following prices:

PILING INSTALLATIONS/REMOVAL/MAINTENANCE

All pricing items are labor only. Manatee to supply signs, daymarkers and buoys. The Vendor will supply pilings at cost. Associated supplies and materials are priced at a percentage markup from Contractor's cost.

Piling installation (include reflective bands and cap)	\$ _____
Piling removal	\$ _____
Piling relocation	\$ _____
Piling repair (straightening)	\$ _____
Replace reflective bands (2 per piling)	\$ _____
Replace piling cap	\$ _____
Up-charge for longer piling	\$ _____

MARINE SIGN/AIDS TO NAVIGATION INSTALLATION/MAINTENANCE

Install 3x4 sign (typical)	\$ _____
Install 3x4 sign on bridge piling/fender system	\$ _____
Install 4x6 sign (typical)	\$ _____
Install 4x6 sign on bridge piling/fender system	\$ _____
Install aid to navigation (typical day-marker)	\$ _____
Sign/aid to navigation removal	\$ _____

Sign/aid to navigation removal \$ _____

Sign cleaning \$ _____

MARINE SIGN/AIDS TO NAVIGATION MODIFICATIONS TO EXISTING INSTALLATIONS

Remove existing sign (1-3'x4') and replace with new sign (1-3'x4')
On existing single piling. No new piling needed. \$ _____

Remove existing signs (2-3'x4') and replace with new signs (2-3'x4')
On existing single piling. No new piling needed. \$ _____

Remove existing sign (1-4'x6') and replace with new sign (1-4'x6')
On existing single piling. No new piling needed. \$ _____

Remove existing signs (2-4'x6') and replace with new signs (2-4'x6')
On existing single piling. No new piling needed. \$ _____

Remove sign (1-3'x4') and single piling \$ _____

Remove signs (2-3'x4') and single piling \$ _____

Remove sign (1-4'x6') and single piling \$ _____

Remove signs (2-4'x6') and single piling \$ _____

Remove sign (1-3'x4') on bridge piling/fender system \$ _____

Remove sign (1-4'x6') on bridge piling/fender system \$ _____

Relocate single piling and attach 1
(3'x4') sign. No new piling needed. \$ _____

Relocate single piling and attach 2-ATON (day-markers)
Or (2-3'x4') signs. No new piling needed. \$ _____

Relocate single piling and attach
(4'x6') sign. No new piling needed. \$ _____

Relocate single piling and attach 2-ATON (day-markers)
Or (2-4'x6') signs. No new piling needed. \$ _____

Relocate double pilings and attach (1-3'x4') sign.
No new pilings needed. \$ _____

Relocate double pilings and attached (2-3'x4') signs.
No new pilings needed. \$ _____

Relocate double pilings and attach (1-4'x6') sign.
No new pilings needed. \$ _____

Relocate double pilings and attached (2-4' x6') signs.
No new pilings needed.

\$ _____

BUOY AND ANCHOR NEW INSTALLATIONS/MAINTENANCE

Complete spar regulatory buoy system installation: Option A

\$ _____

Complete spar regulatory buoy system installation: Option B

\$ _____

Complete spar regulatory buoy system installation: Option C

\$ _____

Visual inspection of all buoy system components
including anchor (per buoy)

\$ _____

Buoy cleaning (removal of bird waste and scraping of barnacles
below waterline) (per buoy)

\$ _____

BUOY REINSTALLATION

Buoy removal (including anchor)

\$ _____

Buoy reinstallation to existing anchor

\$ _____

MARKUP FOR AFTER-HOURS LABOR RATE (not to exceed 50%)

% _____ X \$100 = \$ _____

**MARKUP ABOVE CONTRACTOR'S COST FOR MISCELLANEOUS
PARTS OR SUPPLIES (not to include pilings)**

% _____ X \$100 = \$ _____

TOTAL QUOTE PRICE

(Sum of all items, for quote award purposes)

\$ _____

This submittal must include the SIGNATURE FORM, VENDOR'S QUESTIONNAIRE, DRUG FREE WORKPLACE CERTIFICATION, PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION and MANATEE COUNTY LOCAL PREFERENCE VENDOR REGISTRATION (if applicable).

SIGNATURE FORM

We, the undersigned hereby declare that we have reviewed the quote documents and with full knowledge and understanding of the aforementioned, herewith submit our quote. We understand that the specifications documents and general conditions in their entirety are made a part of any agreement or contract between the County of Manatee and the successful quoter.

Date _____

Company Name _____

Address _____ City/State/Zip _____

Telephone Number _____ Fax Number _____

Print Name _____ email Address _____

Authorized Signature _____

ACKNOWLEDGE ADDENDUM NO. _____ DATE _____
ACKNOWLEDGE ADDENDUM NO. _____ DATE _____

Acceptable methods of receipt:

Email Address: george.earnest@mymanatee.org

FAX: 941.749.3044

US MAIL or hand delivery to: Manatee County Purchasing
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205
Attention: George Earnest, reference RFQ #12-2131GE

VENDOR'S QUESTIONNAIRE

The Quoter warrants the truth and accuracy of all statements and answers herein contained. (Include additional sheets if necessary)

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID/QUOTE.

1. LICENSE #: _____
COMPANY'S NAME: _____

COMPANY'S PHYSICAL ADDRESS _____
CITY, STATE (of INCORPORATION, if APPLICABLE), ZIP CODE _____
(____) _____ TELEPHONE NUMBER: (____) _____ FAX _____
EMAIL ADDRESS: _____

2. You have been in business (under this firm's name) for how many years? _____

Years of experience performing the complete installation and/or removal, and **disposal**, of marine signs, pilings buoys and any other related items: _____

3. Have you ever failed to complete work awarded to you? If so, state when, where (Contact name, address, phone number) and why? (Attach pages if necessary)

4. Will you subcontract any part of this Work? If so, describe which portion(s) and list the name of all subcontractors: _____

5. What equipment do you own to accomplish this Work?

6. What equipment will you purchase/rent to accomplish the Work? (Specify which)

QUESTIONNAIRE/REFERENCES

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR QUOTE

7. Three current references from commercial projects in Florida for similar services.

A. CUSTOMER NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE NO: _____ SERVICE PERIOD: _____

SERVICE
DETAILS: _____

B. CUSTOMER NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE NO: _____ SERVICE PERIOD: _____

SERVICE DETAILS: _____

C. CUSTOMER NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE NO: _____ SERVICE PERIOD: _____

SERVICE DETAILS: _____

Company Name: _____

Attachment "A"

SECTION 00491

Drug Free Work Place Certification

SWORN STATEMENT PURSUANT TO RESOLUTION R-93-22,
ON DRUG FREE WORK PLACES

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 will provide a drug free work place by:

(1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by . 893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

- (I) the dangers of drug abuse in the work place;
- (ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
- (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) the penalties that may be imposed upon employees for drug abuse violations.

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).

- (3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.
- (4) Notifying the County within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.
- (5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- (6) Making a good faith effort to continue to maintain a drug free work place through implementation of sections (1) through (5) stated above.

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:

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by subsection 3-101(7) (B).

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2012
by _____.

Personally known _____ OR Produced identification

[Type of identification]

Notary Public Signature My commission expires _____

Print, type or stamp Commissioned name of Notary Public

Attachment "B"

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE 6,
MANATEE COUNTY PURCHASING CODE

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

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

for _____ [print name of entity submitting sworn statement]

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

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

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among quoters or prospective quoters in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION (Continued)

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 Countyship 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 Countyship, 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, Countyship or principles as the ineligible entity.

Any person or entity, who claims that this Article is inapplicable to him/hers/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 _____,

2012 by _____

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

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

Attachment "C"

STATEMENT OF NO OFFER

RFQ 12-2131GE for Marine Signs, Pilings, and Buoys Services

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 12-2131GE for the following reason(s):

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

REMARKS:

Thank you for your input.

Company Name: _____

Company Address: _____

Telephone: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

F.01 Vendor Registration

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

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).

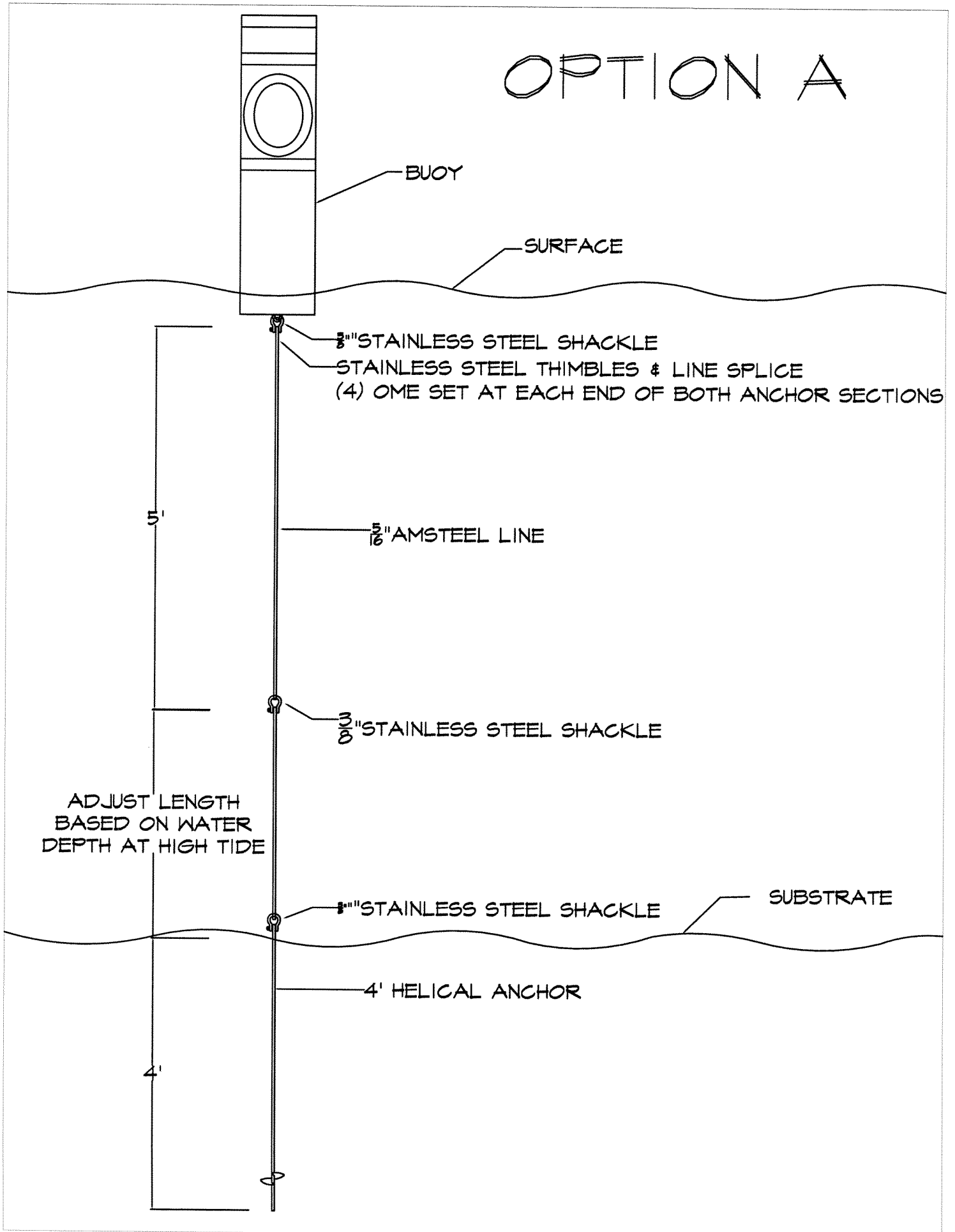
(Notary Seal) Signature of Notary: _____

Name of Notary: (Typed or Printed) _____

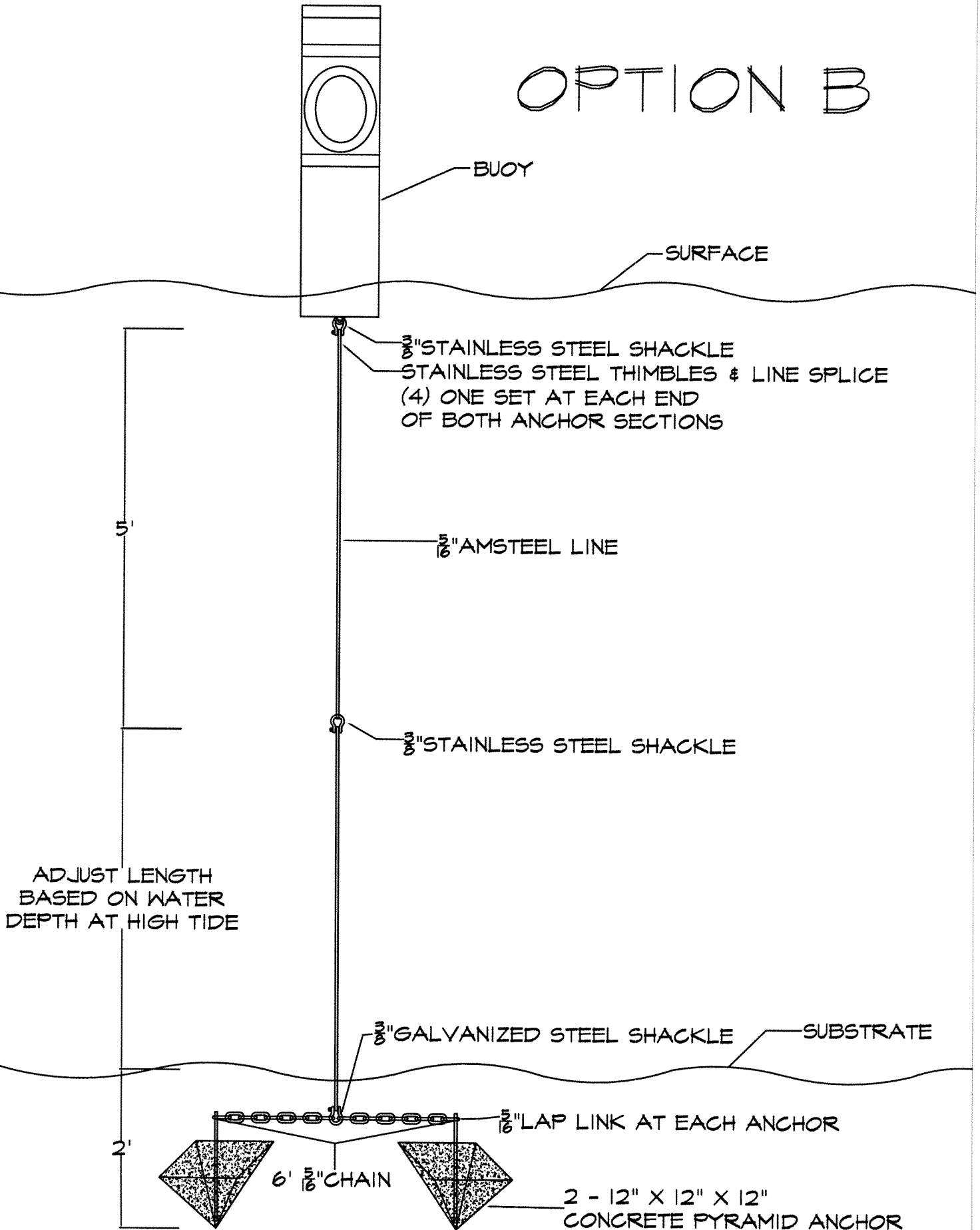
Personally Known ____ OR Produced Identification ____ Type of Identification Produced _____

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

OPTION A



OPTION B



OPTION C

