



REQUEST FOR QUOTATION #13-0535GE
COLLECTION, REMOVAL AND TRANSPORTATION OF USED LEAD-ACID BATTERIES

DATE ISSUED: APRIL 8, 2013

DUE DATE: APRIL 17, 2013 at 3:00 PM

PROJECT BACKGROUND

Manatee County is requesting quotations from qualified and licensed contractors to provide for the collection of used lead-acid batteries on an "as needed" basis. Manatee County, a political subdivision of the State of Florida, (hereinafter "Manatee County" or the "County") will accept request for quotations submittals 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

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.

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

CLARIFICATION

It shall be the responsibility of all quoters to request any additional clarification of the contents herein from George Earnest CPPB, Buyer via email (george.earnest@mymanatee.org) or fax (941) 749-3034. Clarification deadline is April 12, 2013 at 3:00pm, with no requests allowed after that time. Clarification will be furnished by written addendum from Purchasing. Quoters shall not accept any verbal or telecommunication explanation as an authorized clarification of the contents herein.

Authorization to release: DWW

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.

CLARIFICATION & ADDENDA

Each quoter shall examine the Request for Quote (RFQ) 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 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.

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.

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.

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.**

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 or add related services 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.

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.

SPECIFIC TERMS & CONDITIONSPURPOSE

It is the intent of the County of Manatee to enter into an agreement with a vendor for the collection, removal and transportation, on an as required basis, of lead-acid batteries to a permitted recycling or reclamation facility. Batteries are stockpiled at the Manatee County Lena Road (Landfill) Solid Waste Management Facility, 3333 Lena Road, Bradenton, Florida or any other designated location within the county as requested. Vendor shall comply with all applicable State and Federal laws relating to the transportation and handling of hazardous materials.

ESTIMATED QUANTITY

Exact quantity of collections cannot be determined at this time; payment shall be made on the actual number of lead-acid batteries collected or the actual total weight of batteries collected. Batteries will be made available to the Vendor when an accumulated amount has reached a reasonable number. The County makes no guarantee of the number or weight of batteries to be collected at any given time.

The following is a summation of all types of batteries collected through prior contracts:

| | |
|-----------------------|-----------------------|
| Year 1996/1997 – 1014 | Year 2003/2004 – 1953 |
| Year 1997/1998 – 886 | Year 2004/2005 – 2393 |
| Year 1998/1999 – 720 | Year 2005/2006 – 1494 |
| Year 1999/2000 – 1123 | Year 2006/2007 – 1707 |
| Year 2000/2001 – 1576 | Year 2007/2008 – 1177 |
| Year 2001/2002 – 2896 | Year 2008/2009 – 1141 |
| Year 2002/2003 – 1288 | Year 2010/2011 – 1256 |
| | Year 2012/2013 - 934 |

PRICES & TERM

Quotes shall be inclusive of labor, transportation, permits and equipment associated with the proper removal and disposal of the lead-acid batteries as collected from the designated location. Any agreement resulting from this RFQ shall remain firm for a period of one year from date of contract execution. The successful vendor may choose to request bi-annual pricing adjustments to be considered by the County when accompanied by a mutually acceptable lead pricing notice for justification.

RENEWAL

If not cancelled by the Vendor or the County, **this agreement shall be automatically extended/renewed** beyond the first twelve (12) month period for three (3) additional twelve (12) month periods not to exceed total contract duration of forty eight (48) months providing there are no changes of prices, terms or conditions. **Written notice of intention not to renew must be submitted by the successful bidder 90 days prior to the end of a contract period.** Should any Vendor choose not to renew the agreement the County reserves the right to terminate the Contract with that Vendor and select the next qualified quoter, or re-advertise for those bid items, or solicit a new RFQ for all items.

PAYMENT TO THE COUNTY

Payment to the County, based on the number or total weight of batteries collected from the first day of the month through the last day of the month, shall be made on or before the 15th of the month following that collection. Vendor shall record and the County shall verify the number or total weight of batteries collected on the "Log of Used Lead-Acid Batteries" (to be provided after award) at the time of each collection. Payment shall be in the form of a company check, cashier's check or money

order made payable to the Manatee County Board of County Commissioners. **No cash transactions are authorized.**

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 vendor 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. Failure to adhere to all terms and conditions of the contract may be just cause for the County to dispose of all batteries collected during the balance of the period covered by the contract on the open market and charge any loss occasioned thereby to the Vendor and cancel the agreement without further notice.

It is mutually understood and agreed that any award made as a result of this quote may be cancelled by the vendor upon 60 days written notice by Certified Mail to the County. However, the County is hereby authorized to secure services, in accordance with the RFQ terms, during this 60 day interim provided the County requests collection during this period.

ASSIGNMENT OF CONTRACT (RESTRICTIONS ON SUBCONTRACTING)

Vendor shall not assign, transfer, or otherwise dispose of this contract or his right, or his power to execute such contract, or to assign any monies due or to become due there under to any other person, firm, or corporation unless first obtaining the written consent of the County.

BASIS OF AWARD

Award shall be to the responsive, responsible quoter meeting specifications and having the highest Total Quote Price for **Quote "A"**, or the highest Total Quote Price for **Quote "B"**, for the requirements listed on the Bid Form for the Work as set forth in this RFQ. **Two methods for payment calculation shall be considered. Each quote for individual method of payment shall be offered as a separate "Total Quote Price". The County has the sole authority to select the quote based on the method of payment which is in the best interest of the County. Only one award shall be made.**

Two methods of payment to the County shall be considered:

- 1) **A flat rate per each for Automotive Lead-Acid Batteries and a flat rate per each for Motorcycle/Lawn Lead-Acid batteries;**
- 2) **A per pound rate of all Lead-Acid batteries collected. This method will require the vendor to weigh their collection vehicle tare weight when entering the landfill (each time), and then weigh again after the batteries have been loaded.**

The actual weight(s) of the batteries to be collected will vary; but for the purposes of this RFQ, an average weight of thirty eight (38) pounds was used for Automotive Lead-Acid batteries and an average weight of sixteen (16) pounds was used for Motorcycle/Lawn Lead-Acid batteries.

Whenever two or more quotes are equal with respect to price, quality and service, the 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 bid that for at least six (6) months prior to the

BASIS OF AWARD (continued)

announcement of the solicitation of bids 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 SPECIFICATIONSSCOPE OF SERVICES

The County is soliciting the services of a Vendor for the collection, on an "As **Required** Basis", of all types of used lead-acid batteries (i.e.; vehicle, motorcycle, lawn/garden, wheel chair batteries, etc.) which are stockpiled at the Manatee County Lena Road Landfill, Solid Waste Management Facilities, 3333 Lena Road, Bradenton, Florida, or any other location as designated. (Note: There may be an occasion, such as an emergency, natural or man-made disaster, which may cause other locations to have a stockpile of batteries for collection.)

The collection shall include the handling, consolidation, storage, transportation, and disposal activities involved in the removal of the specified batteries. At the time of collection, each lead-acid battery will be counted by the Vendor prior to removal, recorded on the "Log of Used Lead-Acid Batteries", and the counted number shall be verified by a County employee.

WORK REQUIREMENTS

1. Collections shall be performed on an "**On-Call** Basis". The estimated time frame for collection is approximately every two to three weeks. The Vendor will be notified by the County at least three (3) business days in advance of the required collection in order to facilitate scheduling of both the Vendor and the County's staff and equipment. The Vendor shall acknowledge all requests for collection of the materials within 24 hours of notification. Collections shall be made between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday. In the event of a natural or man-made disaster (emergency), service will be required within 72 hours at sites so designated by the County.
2. The Vendor shall be responsible for the removal, storage, reuse, and/or processing of all materials collected from the County. Contaminated materials are to be disposed of properly and the County will be informed of quantities and locations of such disposals. If for any reason the Vendor is unable to pick up or receive any of the materials outlined in this Quote, the Vendor will be responsible for all expenses the County incurs to dispose of said materials. The County will not be liable for any disposal costs incurred by the Vendor.
3. Collection vehicles must have loading capabilities that will accommodate loading from a forklift (owned and operated by either the County or the Vendor). An additional option of hand-loading by the Vendor may be necessary depending on the site and the County's discretion at the time of collection. Vendor's vehicles must be equipped in a manner that will prevent the escape of material that may create litter.
4. The Vendor shall maintain records in a manner acceptable to the County on batteries collected and disposed of during the contract period. The Vendor shall permit the County to conduct full and open inspection of their facility and records upon advance written request by the County.
5. All services shall be performed in a professional, safe and workmanlike manner with collection area left clear of debris. The Vendor shall obtain any and all permits and licenses required to perform this contract and shall comply with all pertinent laws and regulations of the federal government as well as all state and local laws and ordinances.

REPORTING

Vendor shall report all materials collected by date and type on or before the 15th of each month for the previous month. The Vendor shall permit the County to conduct full and open inspection of payment and reimbursement records upon request.

OWNERSHIP OF MATERIALS

The ownership of all materials shall vest in the County at the time said materials are placed at the collection facility and will remain the property of the County until such time as the materials are loaded onto the Vendor's transport vehicle. From that point on they are the responsibility of the Vendor.

VENDOR'S RESPONSIBILITY

The successful vendor shall be responsible for providing the following:

1. A complete report regarding the receipt of any notices from local, state, or federal agencies, i.e., warning notices, consent orders, notices of violations.
2. A 24 hour, seven (7) day a week emergency activation number for notification purposes.
3. The name and telephone number of a permanent contact to address issues of collection, program expansion, complaints, payments, etc.
4. The name, address and telephone number of all final designated disposal and/or processing sites. The final site(s) must be operated in such a manner so as to comply with all federal, state and local agencies rules and regulations.
5. A Safety Plan. All vehicles involved in the transportation of used lead-acid batteries leaving the County facility shall be equipped in a manner that will prevent escape of materials or fluids that may create litter, safety risks, and environmental damage or that otherwise may become dislodged during transport.
6. A list of all disposal, recycling and reclamation sites to be used in the operation of this agreement and a copy of the State and Federal permits for those sites to operate.

QUOTE PRICE FORM A**"RFQ # 13-0535 – Collection/Removal of Used Lead-Acid batteries"**

SUBMITTAL DEADLINE: APRIL 17, 2013 AT 3:00 PM TO

EMAIL: george.earnest@mymanatee.org OR VIA FAX TO (941) 749-3034

We propose to collect and remove used lead-acid batteries as specified herein per the following:

PER BATTERY PRICING; METHOD OF PAYMENT TO THE COUNTY

| DESCRIPTION | EST. ANNUAL QUANTITY | UNIT OF MEASURE | UNIT PRICE | EXTENDED PRICE |
|--|----------------------------|--------------------|---------------|-------------------|
| Automotive Lead-Acid Battery | 850 | EACH | \$ | \$ |
| Motorcycle/Lawn Lead-Acid Battery | 550 | EACH | \$ | \$ |
| TOTAL PER BATTERY PRICE (sum of both items) | | | \$ | |

Two payment methods for this Work shall be considered. Suppliers may quote for both methods or only one. Each quote for the method of payment shall be offered as a separate "Total Quote Price". The County has the sole authority to select the Quote based on the method of payment which is in the best interest of the County. Only one award shall be made.

We, the undersigned, hereby declare that we have carefully reviewed the RFQ documents, and with full knowledge and understanding of the aforementioned do submit this Quote, meeting each and every specification, term, and condition contained in the RFQ in its entirety.

We understand that the entire RFQ package, but not limited to, all specifications, terms, and conditions shall be made a part of any Agreement or Contract between Manatee County and the successful Quoter. Failure to comply shall result in a Contract default, whereupon, the defaulting Contractor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

Communications concerning this Bid shall be addressed as follows: **(Complete all fields)**

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

(Print Name & Title of Signer)

DATE: _____

COMPANY ADDRESS: _____

TEL. NO.: _____ FAX NO.: _____

Acknowledge Addendum No. ____ Dated: _____

Acknowledge Addendum No. ____ Dated: _____

The following shall be completed, signed and submitted with this Quotation Form:

Public Contracting & Environmental Crimes Attachment "A"

Insurance Requirements Compliance Submittal Attachment "C"

QUOTE PRICE FORM B**"RFQ # 13-0535 – Collection/Removal of Used Lead-Acid batteries"****SUBMITTAL DEADLINE: APRIL 17, 2013 AT 3:00 PM TO****EMAIL: george.earnest@mymanatee.org OR VIA FAX TO (941) 749-3034**

We propose to collect and remove used lead-acid batteries as specified herein per the following:

PER POUND PRICING; METHOD OF PAYMENT TO THE COUNTY

| DESCRIPTION | EST. ANNUAL QUANTITY | UNIT OF MEASURE | UNIT PRICE | EXTENDED PRICE |
|--|-------------------------------------|----------------------------|-----------------------|---------------------------|
| All Used Lead-Acid Batteries (Auto, motorcycle/lawn, wheel chairs, etc.) | 41,100 | POUND | \$ | \$ |

Two payment methods for this Work shall be considered. Suppliers may quote for both methods or only one. Each quote for the method of payment shall be offered as a separate "Total Quote Price". The County has the sole authority to select the Quote based on the method of payment which is in the best interest of the County. Only one award shall be made.

We, the undersigned, hereby declare that we have carefully reviewed the RFQ documents, and with full knowledge and understanding of the aforementioned do submit this Quote, meeting each and every specification, term, and condition contained in the RFQ in its entirety.

We understand that the entire RFQ package, but not limited to, all specifications, terms, and conditions shall be made a part of any Agreement or Contract between Manatee County and the successful Quoter. Failure to comply shall result in a Contract default, whereupon, the defaulting Contractor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

Communications concerning this Bid shall be addressed as follows: **(Complete all fields)**

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

(Print Name & Title of Signer)

DATE: _____

COMPANY ADDRESS: _____

TEL. NO.: _____ FAX NO.: _____

Acknowledge Addendum No. ____ Dated: _____

Acknowledge Addendum No. ____ Dated: _____

The following shall be completed, signed and submitted with this Quotation Form:

Public Contracting & Environmental Crimes Attachment "A"

Insurance Requirements Compliance Submittal Attachment "C"

REQUEST FOR QUOTATION 13-0535GE

COLLECTION OF USED LEAD-ACID BATTERIES

SUPPLIER'S QUESTIONNAIRE & REFERENCES

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR QUOTE

1. Licensed Florida Business and certified to do business within Florida
Yes _____ No _____ (check one) for _____ continuous years';
Current Florida Business License # _____ Expiration: _____
2. 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.
3. List any notice of violations and other formal notices of regulatory non-compliance.
4. Have you ever failed to complete work awarded to you? If so, where and why?

Company Name: _____

REQUEST FOR QUOTATION 13-0535GE

COLLECTION OF USED LEAD-ACID BATTERIES

SUPPLIER'S QUESTIONNAIRE & REFERENCES

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR QUOTE

5. 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"

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 bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if,

directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction shall prove the same with documentation satisfactory to the County's Purchasing Director. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the County.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____ by

_____.

Personally known _____ OR Produced identification _____
[Type of identification]

_____ My commission expires

Notary Public Signature

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

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

Attachment "B"

STATEMENT OF NO QUOTE

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

Manatee County Purchasing
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205

We, the undersigned, have declined to bid on RFQ No.: 13-0535 – Collection/Removal of Used Lead-Acid Batteries, for the following reason(s):

- ☐ Specifications too restrictive, i.e., geared toward one brand or manufacturer.
- ☐ Insufficient time to respond
- ☐ We do not offer this product or service
- ☐ Our schedule would not permit us to perform
- ☐ Unable to meet specifications
- ☐ Unable to meet Bond requirement
- ☐ Specifications unclear (explain below)
- ☐ Unable to meet insurance requirements
- ☐ Remove us from your "Bidders List"
- ☐ Other (specify below)

REMARKS:

We understand that if we do not submit a Bid and this Statement of No Bid is not executed and returned, our name may be deleted from your Bidders List for this commodity or service.

Company Name: _____

Company Address: _____

Telephone: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)

Attachment "C"
Insurance and Bonding Requirements

The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in the Insurance and Bonding attachment of this solicitation. The Vendor shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work.

The County and the Vendor waive against each other and the County's separate Vendors, Contractors, Design Consultant, Subcontractors agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and County shall, where appropriate, require similar waivers of subrogation from the County's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

Manatee County shall be responsible for purchasing and maintaining, its own liability insurance.

Certificates issued as a result of the award of this solicitation must identify "For any and all work performed on behalf of Manatee County."

The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name Manatee County, Florida, as an additional insured as to the operations of Vendor under this solicitation and shall contain a severability of interests provisions.

Manatee County Board of County Commissioners shall be named as the Certificate Holder. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Manatee County. The "Certificate Holder" should read as follows:

Manatee County
Board of County Commissioners
Bradenton, Florida

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in Insurance and Bonding attachment, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self- insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the scope of work by the County or as specified in this solicitation, whichever is longer.

The Vendor and/or its insurance carrier shall provide 30 days written notice to the County of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor. The Vendor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Vendor hereunder, Vendor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the County and Vendor. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the County renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate any and all contracts.

Insurance and Bonding Requirements Compliance Submittal (mandatory)

| Insurance / Bond Type | Required Limits |
|--|--|
| 1. <input checked="" type="checkbox"/> Worker's Compensation | Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements |
| 2. <input checked="" type="checkbox"/> Employer's Liability | <u>\$1,000,000</u> single limit per occurrence |
| 3. <input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) patterned after the current ISO form | Bodily Injury and Property Damage <u>\$1,000,000</u> single limit per occurrence, \$1,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability. |
| 4. <input checked="" type="checkbox"/> Indemnification | To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless Manatee County, its officers and employees from and against all claims, suits, actions, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees; caused or contributed to by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28. |
| 4. <input checked="" type="checkbox"/> Automobile Liability | <u>\$ 1,000,000</u> Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included |
| 5. <input type="checkbox"/> Other insurance as noted: | <div> <input type="checkbox"/> Watercraft Occurrence \$ _____ Per </div> <div> <input type="checkbox"/> United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence </div> <div> <input type="checkbox"/> Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence </div> <div> <input type="checkbox"/> Aircraft Liability coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the Services under this Agreement. \$ _____ Per Occurrence </div> <div> <input type="checkbox"/> Pollution Occurrence \$ _____ Per </div> <div> <input type="checkbox"/> Professional Liability and in the aggregate \$ _____ per claim <ul style="list-style-type: none"> \$1,000,000 per claim and in the aggregate </div> |

- \$2,000,000 per claim and in the aggregate

☐ Project Professional Liability Occurrence \$_____ Per

☐ Valuable Papers Insurance Occurrence \$_____ Per

6. ☐ Bid bond

Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the County Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Manatee County Board of County Commissioners on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.

7. ☐ Performance and Payment Bonds

For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

8. ☒ Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide County with certificates of insurance meeting the required insurance provisions.
9. ☒ Manatee County must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.
10. ☒ The Certificate Holder shall be named as Manatee County Board of County Commissioners, OR, Board of County Commissioners in Manatee County, OR Manatee County Government, OR Manatee County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Manatee County.
- ☒ **Thirty (30) Days Cancellation Notice** required.

Vendor's Insurance Statement

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of this solicitation.

Name of Firm _____ Date _____

Vendor
Signature _____

Print Name _____

Insurance
Agency _____

Agent Name _____ Telephone Number _____

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

Vendor Registration

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

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

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

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

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

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

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

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

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

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

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