



**MANATEE COUNTY GOVERNMENT  
REQUEST FOR QUOTATION #14-0898-DS  
Privately-Owned Lots - Debris Removal**

DATE ISSUED: **February 3, 2014**

DUE DATE: **February 27, 2014 at 3:00 PM**

**Clarification of Question Deadline: February 14, 2014 at 3:00 pm**

**Acceptable methods of receipt:**

Email Address: [donna.stevens@mymanatee.org](mailto:donna.stevens@mymanatee.org)  
FAX: (941) 749-3034  
US MAIL to: Manatee County Purchasing Division  
**(RFQ#14-0898-DS)**  
1112 Manatee Avenue West, Suite 803, Bradenton FL 34205

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

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

Manatee County is requesting debris removal in accordance with the attached documents. The Lump Sum Quotation (Total costing per Ton) shall be all inclusive of services stated in the specifications.

Important Note: A prohibition of Lobbying has been enacted. Please review paragraph (page 3) carefully to avoid violation and possible sanctions.

**FOR CLARIFICATION/INFORMATION CONTACT:**

[donna.stevens@mymanatee.org](mailto:donna.stevens@mymanatee.org)

Authorization to release DMS

**MANATEE COUNTY GOVERNMENT**  
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**PURPOSE**

It is the intent of the County of Manatee to purchase the services required for debris removal in accordance with the specifications herein.

**SPECIFICATIONS**

Vendor must submit quotes strictly in accordance with specifications. Each variance to these specifications must be specifically stated by the vendor on the quote form. Should the vendor not furnish the County a list of exceptions and supporting data, the County will assume the vendor is quoting in accordance with the specifications.

**CLARIFICATION**

It shall be the responsibility of all vendors to request any additional clarification of the contents herein. Clarification will be furnished by written addendum from Purchasing. Vendors shall not accept any verbal or telecommunication explanation as authorized clarification of the contents herein.

**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. **85-8012622206C-6**), therefore, the Contractor is prohibited from delineating a separate line item in his quote for any sales or service taxes. Nothing herein shall affect the Contractor's normal tax liability.

**QUALITY TERMS**

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

**QUALIFICATIONS OF QUOTER**

Each person/company submitting a quote for this project must secure all licenses required (in accordance with Chapter 489 Florida Statutes) for the Work which is the subject of this quote; and, upon request, shall submit a true copy of all applicable licenses.

**BASIS OF AWARD**

**Award** of this annual contract will be made to the responsive, responsible quoter having the lowest unit price for debris removal on an "as required basis". Exact quantity of properties to be services cannot be determined at this time.

Local business is defined as a business duly licensed and authorized to engage in the sale of goods or services to be procured, which has a place of business in Manatee County with full time employees at the location.

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**LOBBYING**

After the issuance of any Request for Quotation, prospective Quoters, or any agent, representative or person acting at the request of such quoter shall not contact, communicate with or discuss any matter relating in any way of the Request for Quote with any officer, agent, or employee of Manatee County other than the Purchasing Official or as directed in the Request for Quotation. This prohibition includes the act of carbon copying officers, agents or employees of Manatee County on email correspondence. This requirement begins with the issuance of any Request for Quote, and ends upon execution of the final Contract or when the quotation has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code of Laws Chapter 2-26.

**WITHDRAWAL OF OFFERS**

Contractors may withdraw offers as follows: a) Mistakes discovered before the opening of a solicitation may be withdrawn by written notice from the Quoter submitting the offer. This request must be received in the office designated for receipt of offers in the solicitation document prior to the time set for delivery and opening of the offers. A copy of the request shall be retained and the unopened offer returned to the Contractor. B) After the responses to a solicitation are opened or a selection has been determined, but before a Contract is signed, a Contractor alleging a material mistake of fact may be permitted to withdraw their offer if: (1) the mistake is clearly evident on the solicitation document; or (2) the quoter submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw an offer must be in writing and approved by the Purchasing Official.

**INDEMNIFICATION**

The Contractor 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.

**PRICES AND TERMS**

Quoters shall quote unit price (per ton), F.O.B. Destination, including all discounts in accordance with unit of quantity indicated on Quote Form. The price (per ton) quoted shall be firm for a period of one year and shall be used for payment and shall be deemed to include payment in full for all transportation, labor, disposal fees, travel, materials, equipment, and incidentals necessary to provide the services as delineated herein.

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**BE GREEN**

All Quoters are encouraged to use as many **environmentally preferable** "green" products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. **Environmentally preferable are products or services that have a reduced adverse effect on the environment.** Provide detail of your organization's initiative and its ability to meet the goal of environmental sustainability as an attachment to your quote submittal.

**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.

**REGULATIONS AND MATERIAL DISPOSAL**

It shall be the responsibility of each vendor to assure compliance with any OSHA, EPA and/or Federal or State of Florida rules, regulations or other requirements, as each may apply. The contractor shall dispose of all designated debris at a Florida permitted landfill. The contractor will conduct all debris removal operations in a safe manner consistent with appropriated use standards, safety standards and regulatory requirements.

**COLLUSION**

All vendors, by virtue of submitting their quotes, certify that it is without any previous understanding, agreements or connections, with any persons, firm or corporation submitting a quote for same, and is in all respects fair, and without collusion or fraud.

**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

In accordance with the provisions of Title VI of the Civil Rights Act of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, Manatee County hereby notifies all prospective offerors that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate 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 of Contract.

**ENCLOSURE**

Public Entity Crime Affidavit (Form No. PUR: 7068) shall be submitted complete with all quotes in excess of \$ 10,000.

The Statement of No Offer (Attachment C) shall be submitted if applicable.

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**DESCRIPTIVE INFORMATION**

Unless otherwise specifically provided in the specifications, 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 specifications, reference to any equipment, materials, 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.

**CODE OF ETHICS**

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

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

**LEGAL NAME**

Quotes shall clearly indicate the **legal name, address, telephone number and email address** of the Quoter. Quotes shall be signed as indicated on the Quote Form. The signer must have the authority to bind the Quoter to the submitted Quote.

**CANCELLATION**

The Purchase Order (Contract) shall be subject to immediate cancellation, if either product or service does not comply with the specifications, terms, or conditions stated herein. Products or services which do not comply with the specifications, terms or conditions stated herein will be returned and no payment for such defective items shall be due.

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**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. The Contractor shall obtain, and submit to purchasing with his quotation at his expense, the following 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 25 03) to a Commercial General Liability Policy with the following minimum limits:

General Aggregate:

Products/Completed Operations Aggregates	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage (Any One Fire)	\$Nil
Medical Expenses (Any One Person)	\$Nil

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

c. Business Auto Policy

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

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**INSURANCE COVERAGE (continued)**

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

d. County's Protective Liability Coverage

The minimum Owner's Protection 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 Copies of Policies

Certificates of Insurance in evidencing the insurance coverage specified herein shall be filed with the Purchasing Official before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the Quote number and title of the project. All insurance policies required herein shall be issued by companies that are authorized to do business under the laws of the State of Florida and hold an A.M. Best rating of A- or better. Insurance, as specified herein, shall remain in force and effect for the duration of the project including any warranty periods.

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

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 Official thirty (30) days prior to the date of their expiration. Nothing herein shall in any manner create any liability of the County in connection with any claim against the Contractor for labor, services, or materials, or of Subcontractors; and nothing herein shall limit the liability of the Contractor or Contractor's sureties to the County or to any workers, suppliers, material men or employees in relation to this Contract.

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**INSURANCE COVERAGE (continued)**

g. Certification Requirements In order for the certificate of insurance to be accepted it must comply with the following:

1. The certificate holder shall be:  
**Manatee County, Board of Commissioners, a political  
subdivision of the State of Florida  
P.O. Box 1000  
Bradenton, FL 34206-1000**
2. Certificate shall be mailed to:  
**Manatee County Purchasing Division  
1112 Manatee Avenue West, Suite 803  
Bradenton, FL 34205  
Attn: Donna M. Stevens, Contract Specialist**

h. By way of the submission of a Quote hereto, Quoter:

1. Represents that Quoter maintains, and will maintain during the term of any Contract arising from this solicitation, insurance coverage from responsible companies duly authorized to do business in the State of Florida, as set forth in this solicitation, and
2. Agrees that, upon County's request, appropriate evidence of the insurance requirements set forth in this solicitation will be produced by quoter within ten (1) calendar days from the date of request.
3. Agrees that, insurance should not be cancelled without (30) days notice to County and must be endorsed to provide same. Failure of Quoter to obtain and maintain proper amounts of insurance as called for herein shall constitute a material breach of Contract by successful Quoter.

**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.

**DISCLOSURE**

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



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**LOCAL PREFERENCE**

- a. 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 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 employee at that location.
  
- b. Local preference shall not apply to the following categories of Contracts:
  1. 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;
  2. Any Bid 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.
  
- c. To qualify for local preference under this section, **a local business must certify to County** by completing an “**Affidavit as to Local Business Form**”, which is available for download at [www.mymanatee.org/vendor](http://www.mymanatee.org/vendor). Click on “Affidavit for Local Business” to access and print the form. Complete, notarize, and mail the notarized original to the following address: Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

It is the responsibility of the Bidder to ensure accuracy of the Affidavit as to Local Business and notify County of any changes affecting same. Bidder attests that it:

1. Has not within the five (5) years prior to the Bid 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 Bid announcement;

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**LOCAL PREFERENCE (continued)**

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.

**VENDOR REGISTRATION**

All vendors are encouraged to register with Manatee County using the on-line "Vendor Registration" web page on [www.mymanatee.org/purchasing](http://www.mymanatee.org/purchasing).

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 ([www.manateechamber.com](http://www.manateechamber.com)) by emailing solicitation opportunities to its members.

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 registration:**                      **[www.mymanatee.org/purchasing](http://www.mymanatee.org/purchasing)**

A link to Vendor Registration is listed on the Purchasing Division's web page under "Register as a Vendor".

Click on "Vendor Registration Form" for on-line input.

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 County to provide timely notifications of Quotation, Bid and Proposal opportunities to your business.

**ePAYABLES**

Manatee County and Clerk of the Circuit Court have partnered to offer the ePayables program, which allows payments to be made to vendors via credit cards. The Clerk will issue a unique credit card number to each vendor; the card has a zero balance until payments have been authorized.

After goods are delivered or services rendered, vendors submit invoices to the remit to address on the purchase order according to the current process. When payments are authorized, an email notification is sent to the vendor. The email notification includes the invoice number(s), invoice date(s), and amount of payment. Once the vendor

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**ePAYABLES (continued)**

receives the email, the credit card has been authorized to be charged for the amount listed in the email. When the vendor charges the full amount authorized in the email, the card will return to a zero balance until the next payment is authorized.

There is no cost for vendors to participate in this program; however, there may be a charge by the company that processes your credit card transactions.

If you are interested in participating in this program, please complete Form D, ePayables Application and return the completed form via email to Ms. Lori Bryan, Supervisor at [lori.bryan@manateeclerk.com](mailto:lori.bryan@manateeclerk.com).

**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, Manatee County hereby notifies all prospective offerors that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate 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 of contract.

**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 **ninety (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.

**QUOTE EXPENSES**

All expenses for making Quotes to the County are to be borne by the Quoter.

**COSTS INCURRED IN RESPONDING**

This solicitation does not commit the County to pay any costs incurred in the submission of quotes or make necessary studies or designs for the preparation thereof, nor to procure or contract for the equipment.

**APPLICABLE LAWS**

Quoters must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting Agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Purchasing Ordinance as amended. Any actual or prospective Quoter who is aggrieved in

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**APPLICABLE LAWS (continued)**

connection with the solicitation or award of a Contract may protest to the Board of County Commissioners of Manatee County as required in Manatee County Code of Laws.

**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES**

A person or affiliate who has been placed on the State's convicted vendor list following a conviction for a public entity crime. As that term is defined in Florida Statute (F.S.) § 287.017 for **CATEGORY TWO** for a period of thirty-six (36) months following the date of being placed on the convicted list.

In addition, the Manatee County Code of Laws prohibits the award of any Contract to any person or entity who/which has, within the past five (5) years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible matter. To insure 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 such a record and is therefore eligible to seek and be awarded business with the County. In the course of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner (s). A Public Contracting and Environmental Crimes Certification form is attached for this purpose.

**ASSIGNMENT OF CONTRACT**

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of his right, title, or interest therein, 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. The giving of such consent to a particular subcontractor assignment shall not dispense with the necessity of such consent to any further or other assignment

**CONTRACT RENEWAL**

If not cancelled by the vendor or the County, this contract shall be automatically extended beyond the first 12-month contract period for four 12-month optional periods not to exceed **total contract duration of 60 months** providing there are no changes of prices, terms, or conditions. Written notice of intention not to renew must be submitted by the vendor **90 days** prior to the end of the first required base contract period. Should any vendor choose not to renew their award, 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 Request For Quotation.

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**SCOPE OF WORK**

This annual contract provides for the clearing of privately owned lots of debris as directed by Manatee County. Vendor is responsible for removal of all garbage, appliances, wood, concrete, tires, auto parts, trash bags, dumped lawn clippings, yard waste, fallen trees, limbs, paper products, discarded metal, glass, or wood products, furniture and all other objectionable materials on all open areas of the designated lots or parcels of land as directed. The Work shall be completed to the satisfaction of the County in accordance with the requirements stated herein. Services shall be performed on an as required basis.

1. The removal of vehicles, hazardous materials, or demolition of structures will not be a part of this contract.
2. All debris found within the cleanup area must be hauled and lawfully disposed to an off-site disposal area.
3. Burning of debris will not be allowed on the property.
4. The contractor shall exercise care as not to damage any building, wall, curb, sidewalk, driveway, or other structure located on or adjacent to the cleanup area. Contractor shall promptly repair, at its own expense, any damage to property cause by work performed. Subject repair shall be to the satisfaction of the County prior to final acceptance of the work.
5. It is the contractor's responsibility to gain access to the property for performing the required services by any means necessary, such as placing temporary culvert, agreement from adjoining property owner, etc.

**ASSIGNMENT OF TASKS BY THE COUNTY**

The exact number of lots and size of the lots required for the Work under this contract cannot be determined at this time. At the time of need, the County will provide the contractor with a written notice of the location of the property to be serviced. The contractor will have seven calendar days to commence work operations; and shall have seven days to complete the required services unless otherwise agreed to by the County. Working hours shall be Monday through Friday, 7:00 A.M. to 5:00 P.M.

**PERFORMANCE OF THE WORK**

The County will provide the contractor with a written notice to proceed, with detailed explanation of services, required and the property location, prior to commencement of any work, If deemed necessary, the County and the contractor shall meet at the site upon which the work is to be performed in order to discuss the nature and extent of the work required.

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**DATE DUE: February 27, 2014 at 3:00 PM**

To: Manatee County Purchasing Division  
1112 Manatee County Government  
Bradenton, Florida 34205  
Attention: **Donna M. Stevens/ RFQ #14-0898-DS**

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.

We propose furnishing all labor, materials, and equipment required to perform debris removal services at various locations through the County as specified herein. We propose the following pricing (which includes transportation, labor, tipping fees, equipment, and any other incidentals) for providing debris removal services as specified herein:

In accordance with the technical specifications, as specified herein, at the following price:

**TOTAL COST PER TON**                    \$ \_\_\_\_\_ /ton.

**(Note: Contractor shall be paid for actual weight of debris removed with a minimum charge of one ton.)**

Additional comments, if any (Please Print):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Name	Phone #	Fax #
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\_\_\_\_\_

Address	City	State/ Zip Code
---------	------	-----------------

\_\_\_\_\_

Authorized Signature	Date	Print Name of Contact
----------------------	------	-----------------------

EMAIL ADDRESS: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

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**PERFORMANCE OF THE WORK (continued)**

Upon completion of the work, the contractor shall notify the County to inspect the site for approval of the work performed and to inspect the debris to be hauled prior to disposal. The total weight of the debris removed from the property shall be established by a weight ticket issued by an approved landfill or transfer station. No payment shall be made for the services without the contractor presenting to the County certified weight ticket from an approved landfill or transfer station.

**COMPLETION OF THE WORK**

In any case where the contractor fails to 1) respond to the County's request, verbal or written, for commencement of work within 24 hours of receipt of same, or 2) fails to meet the County representative onsite at the appointed time, or 3) fails to complete the work within the seven days allowed from issuance date of the notice to proceed, 4) or fails to conform to any terms of this contract, the County may assign the work to be performed to any alternate contractor for completion or may also terminate this contract for failure to comply with the contract requirements.

The County may also deduct from the contractor's invoice or otherwise withhold payment for any non-conforming service. The County will made known to the contractor of any deficiencies for correction prior to deducting or withholding for non-conforming work. The contractor will be afforded the time to correct any inefficiencies in the work, at no additional cost to the County, within a reasonable period subject to the discretion of the County, but in no event longer than 48 hours.

**CONTRACT PRICE AND INVOICES**

The total weight of the debris removed from the property shall have been inspected by the County prior to disposal with actual weight being established by a weight ticket issued by an approved landfill or transfer station. Upon completion and approval of the service, the contractor shall submit an invoice for the total weight of debris removed from the site, rounded to the nearest tonnage, with the weight ticket attached.

The information set forth in the weight ticket shall be subject to verification by the County prior to any payment being made to the contractor. In the event that the information contained in any weight ticket or invoice submitted does not accurately set forth the amount of debris removed from the property, the County may void said invoice and/ or may terminate the contract. The County may also refuse payment, terminate the contract, or seek legal prosecution if it is determined that the contractor has disposed of debris at an illegal dump site.

**ATTACHMENT C**  
**STATEMENT OF NO OFFER**

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

**Acceptable methods of return:**

**EMAIL**-----see front of Request for Quote.

**FAX**----- (941) 749-3034

**MAIL TO:**

**Manatee County Purchasing Division**  
**Attention: Donna M. Stevens**  
**1112 Manatee Avenue West, Suite 803**  
**Bradenton, FL 34205**

We, the undersigned, have declined to quote on RFQ#14-0898-DS, 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 PLEASE PRINT**

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

Company Address \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

(Print or type name and title of above signer)



**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION****SWORN STATEMENT PURSUANT TO ARTICLE V,  
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 Official, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

(Cont'd.)

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 Official. 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 \_\_\_\_\_ 2014 by

\_\_\_\_\_  
Personally known \_\_\_\_\_ OR Produced identification

\_\_\_\_\_  
[Type of identification]

\_\_\_\_\_  
Notary Public Signature My commission expires: \_\_\_\_\_

\_\_\_\_\_  
[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.

**LABEL TO AFFIX TO OUTSIDE OF PACKAGE (if mailing)**

Cut along the outside border and affix this label to your Quote envelope to identify it. Be sure to include the name of the company submitting the Quote where requested.

**LABEL TO AFFIX TO OUTSIDE OF QUOTE PACKAGE**

**QUOTE PACKAGE**

**CONTRACTOR:** \_\_\_\_\_  
**REQUEST FOR QUOTE NO:** 14-0898-DS  
**QUOTE TITLE:** PRIVATELY-OWNED LOTS - DEBRIS REMOVAL,  
**DUE DATE/TIME:** \_\_\_\_\_