



MANATEE COUNTY FLORIDA

REQUEST FOR QUOTATION #14-2888BS

SILVICULTURAL PLANTING / HARVEST SALES AND SERVICES

DATE ISSUED: October 24, 2014

DUE DATE: November 13, 2014 at 3:00pm

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

For Information Contact: Bonnie Sietman, Senior Buyer
P 941.749.3046 F 941.749.3034
bonnie.sietman@mymanatee.org

TABLE OF CONTENTS:

General Terms & Conditions	Pages 2-8
Specific Terms & Conditions	Pages 9-11
Minimum Technical Specifications	Pages 12-15
Basis of Award	Page 16
Quotation Form	Pages 17-18
Questionnaire	Pages 19-21
Offer of No Quote (1 page)	Attachment A (page 22)
Manatee County Local Preference Law and Vendor Registration	Pages 23-25
Public Contracting and Environmental Crime Form (2 pages)	Attachment B (pages 26-27)
Maps (County Managed Preserves)	Attachment C (pages 28-29)

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

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

CLARIFICATION DEADLINE

It shall be the responsibility of all Vendors to request any additional clarification of the contents herein. Clarification deadline is November 3, 2014, at 3:00pm. 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.

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

AUTHORIZED TO RELEASE: 

GENERAL TERMS AND CONDITIONS

QUOTE FORMS

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

AMERICAN DISABILITIES ACT

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an **Information Conference** or **Bid Opening** should contact the person named on the first page of this Quote Document at least twenty-four (24) hours in advance of either activity.

AUTHORIZED PRODUCT REPRESENTATION

The supplier, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. The supplier's failure to perform accordingly may, in the County's sole discretion, be deemed a breach of contract, and shall constitute grounds for the County's immediate termination of the contract.

CLARIFICATION & ADDENDA

Each quoter shall examine all Request for Quote documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Quotes shall be made through the Manatee County Purchasing Office. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this Request for Quotation, the County will attempt to notify all prospective quoters who have secured same, however, it shall be the responsibility of each quoter, prior to submitting their quote, to contact the Manatee County Purchasing Office (see contact on page 1) to determine if addenda were issued and to make such addenda a part of their quote.

CODE OF ETHICS

With respect to this quote, if any Quoter violates or is a party to a violation of the Code of Ethics of Manatee County per Manatee County Purchasing Code Ordinance 08-43, Article 3, Ethics in Public Contracting, and/or the state of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Quoter may be disqualified from performing the work described in this quote or from furnishing the goods or services for which the quote is submitted and shall be further disqualified from submitting any future quotes or proposals for work or for goods or services for Manatee County.

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

COLLUSION

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

- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other quoter or with any competitor;
- b. any prices and or cost data quoted for this quote have not been knowingly disclosed by the quoter and will not knowingly be disclosed by the quoter, prior to the scheduled opening, directly or indirectly to any other quoter or to any competitor;
- c. no attempt has been made or will be made by the quoter to induce any other person or firm to submit or not to submit a quote for the purpose of restricting competition;

- d. the only person or persons interested in this quote, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this quote or in the contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by quoter for purpose of doing business.

DISCLOSURE

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

Quotes/Proposals become subject to disclosure 30 days after the Opening or if a notice of intended award decision is made earlier than this time as provided by Florida Statute 119.071(1)(b). No announcement or review of the offer shall be conducted at the public opening. If the County rejects all offers and concurrently notices its intent to reissue the solicitation, initial offers are exempt until the County provide notice of its intended decision or, 30 days after the opening of the new offers

DISCOUNTS

Any and all discounts shall be incorporated in the prices contained in the quote; and not shown separately. The prices as shown on the quote form shall be the price used in determining award(s).

DISQUALIFYING CRIMINAL MATTERS; CERTIFICATION REQUIRED

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

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

DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the Quotation Documents, all equipment, materials and articles incorporated in the work covered by this contract shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Quotation Documents, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

E-VERIFY

The employment of unauthorized aliens by any successful bidder is considered a violation of Section 274(e) of the Immigration and Employment Act. If successful bidder knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the resulting Agreement.

A complete list of all subcontractors proposed for any portion of the Work may be requested of any bidder deemed necessary by County. Subcontracts shall be awarded only to those subcontractors considered satisfactory by County.

The successful bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the successful bidder during the term of the Agreement; and

The successful bidder shall expressly require any subcontractors performing work or providing services pursuant to the state contract to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Manatee County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all quoters that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit quotes in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

INDEMNIFICATION

The successful supplier covenants and agrees to indemnify and save harmless the County, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the County, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.

IRREVOCABLE OFFER

Any quote may be withdrawn up until the date and time set for opening of the quote. Any quote not so withdrawn shall, upon opening, constitute an **irrevocable offer for a period of 90 days** to sell to Manatee County the goods or services set forth in the attached specifications until one or more of the quotes have been duly accepted by the County.

LEGAL NAME

Quotes shall clearly indicate the legal name, address and telephone number of the quoter. Quotes shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the quoter to the submitted quote.

LOBBYING

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

The County reserves the right to amend or to add to the names listed as persons to contact. All amendments or additions to the names listed as persons to contact shall be issued by Purchasing, in writing.

MATHEMATICAL ERRORS

Quotes submitted shall be based on the quantities stated on the Quote Form. Quantities shall be used for the comparison of Quotes. Payment to the Supplier will be made based on the actual quantity of work completed and accepted at the date of payment request, in accordance with the terms of the contract.

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s), the extended totals shall prevail. All quotes shall be reviewed mathematically and corrected, if necessary, using these standards prior to additional evaluation. Calculations shall be factored to the second decimal point.

MBE/WBE

The State of Florida, Office of Supplier Diversity provides the certification process and the database for identifying certified MBE/WBE firms. This service may be directly accessed at: <http://www.osd.dms.state.fl.us/iframe.htm>

If you have any questions regarding this State service, please contact their office at (850) 487-0915.

MODIFICATION OF QUOTATION DOCUMENTS

If a quoter wishes to recommend changes to the Quotation Documents, the quoter shall furnish in writing, data and information necessary to aid the County in evaluating the request to modify the Quotation Documents. The County is not obligated to make any changes to the Quotation Documents. Unless an addendum is issued as outlined in Article A.04, the Quotation Documents shall remain unaltered. **Quoters shall 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.

QUALITY GUARANTEE

If any product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this quote, the supplier shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. Also, the supplier shall refund to Manatee County any money which has been paid for same. The supplier will be responsible for attorney fees in the event the supplier defaults and court action is required.

REGULATIONS

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

RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all quotes, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the quote and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County. For all items combined, the quote of the lowest responsive, responsible quoter will be accepted, unless all quotes are rejected. The lowest responsible quoter shall mean that quoter who makes the lowest quote to sell goods and/or services of a quality which conforms closest to or most exceeds the quality of goods and/or services set forth in the attached Quotation Documents or otherwise required by the County, and who is fit and capable to perform the quote as made.

To be responsive, a quoter shall submit a quote which conforms in all material respects to the requirements set forth in the Request for Quotation. To be a responsible quoter, the quoter shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any quoter to deliver the goods or service requested. Information the County deems necessary to make this determination shall be provided by the quoter. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

ROYALTIES AND PATENTS

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

TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes (F.E.T. Exempt Cert. No. 59-78-0089K and FL Sales Tax Exempt Cert. No. 51-02-027548-53C); therefore, the quoter is prohibited from delineating a separate line item in his quote for any sales or service taxes. Nothing herein shall affect the quoter's normal tax liability.

INSURANCE

The successful bidder(s) will not commence Work under a blanket purchase order (s) until all insurance under this section and such insurance coverage as might be required by the County has been obtained. The successful bidder(s) shall obtain, and submit to purchasing within ten (10) calendar days of request, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

a. Workers' Compensation/Employers' Liability

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Workers' Compensation Act or any other coverage required by the Contract documents which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage required by the Contract documents which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

(Each Accident)	<u>\$1,000,000</u>
(Disease-Policy Limit)	<u>\$ 500,000</u>
(Disease-Each Employee)	<u>\$ 100,000</u>

b. Commercial General Liability

The limits are to be applicable only to Work performed under this Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 03) a Commercial General Liability Policy with the following minimum limits.

General Aggregate:

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

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

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. Property Insurance
If this Contract includes construction of or additions to above ground buildings or structures, successful bidder(s) shall provide "**Builder's Risk**" insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).
- e. Installation Floater
If this Contract does not include construction of or additions to above ground building or structures, **but does involve** the installation of machinery or equipment, successful bidder(s) shall provide an "**Installation Floater**" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).
- f. Certificates of Insurance and Copies of Policies
Certificates of Insurance in triplicate 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 Bid 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.

- g. Complete Policies: The entire and complete insurance policies required herein shall be provided to the County on request.

If the initial insurance expires prior to the completion of operations and/or services by the successful bidder(s), renewal certificates of insurance and required copies of policies shall be furnished by the successful bidder(s) 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 successful bidder(s) for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the Successful bidder(s) to the County or to any Workers, Suppliers, material men or employees in relation to the resulting blanket purchase order.

- h. Certification Requirements – In order for the certificate of insurance to be accepted it shall 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
IFB# 14-2888BS, Silvicultural Planting/Harvest Sales and Services**
- 2) Certificate shall be mailed to:
**Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
Attention: Bonnie Sietman, Sr. Buyer**

- i. By way of its submission of a Bid hereto, Bidder
- 1) Represents that Bidder 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;
 - 2) Agrees that, upon County's request, appropriate evidence of the insurance requirements set forth in this solicitation will be produced by Bidder within ten (10) calendar days from the date of notice of Intent to Award; and
 - 3) Agrees that, insurance should not be cancelled without thirty (30) days written notification to County and shall be endorsed to provide same. Failure of Bidder to obtain and maintain proper amounts of insurance as called for herein shall constitute a material breach of the resulting Contract by successful Bidder.

NOTE: ANY OR ALL STATEMENTS CONTAINED IN THE FOLLOWING SECTIONS: GENERAL INFORMATION, GENERAL TERMS AND CONDITIONS, SPECIFIC TERMS AND CONDITIONS, MINIMUM TECHNICAL SPECIFICATIONS OR BASIS OF AWARD, WHICH VARY FROM THE INFORMATION TO QUOTERS SHALL HAVE PRECEDENCE

BE GREEN

All vendors/bidders/quoters/proposers (as applicable) 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 the reduced adverse effect on the environment.

Provide detail of your organization's initiative and its ability to meet the goal of environmental sustainability.

SPECIFIC TERMS & CONDITIONS

BLANKET ORDER

It is the intent of Manatee County to secure the cost and availability of Silvicultural Planting / Harvest Sales and Services for procurement. A blanket purchase order (s) shall be issued as a result of this quotation. A blanket purchase order number, when accompanied by a written release order provided by a Manatee County Parks and Recreation designee, will authorize work on an **"as required basis"**, bound by the terms and conditions herein.

The successful quoter(s), is not authorized to proceed with, and will not be compensated for, any work that is not authorized by a written release order issued by the County's Representative.

ASSIGNMENT OF BLANKET PURCHASE ORDER

Successful quoter(s) shall not assign, transfer, convey, sublet or otherwise dispose of the resulting blanket purchase order or of his right, title, or interest therein, or his power to execute such blanket purchase order, 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 shall not dispense with the necessity of such consent to any further or other assignment.

BLANKET PURCHASE ORDER TERM

The initial agreement shall be for a period of (5) years, commencing from date of award. Provided there are no changes in terms, or conditions, this agreement shall be automatically extended/renewed beyond the **first sixty (60) month** agreement period for two additional five year (60) month agreement periods. Total agreement may be up to one hundred eighty (180) months.

CANCELLATION

Any failure of successful quoter(s) to furnish or perform the Work (including, but not limited to, commencement of the Work, failure to supply sufficient skilled workers or suitable materials or equipment) in accordance with the Agreement, the County may order the stop of the Work, or any portion thereof, until the cause for such order has been eliminated. If the successful quoter(s) persistently fails to perform the Work in accordance with the Agreement, the County reserves the right to terminate the Agreement and select the next qualified quoter or re-advertise this procurement in part or in whole.

The County reserves the right to cancel all or any undelivered or unexecuted portion of this Agreement with or without cause.

CLEANUP

The successful quoter(s) shall keep the site free of rubbish and waste materials. Clean up shall be accomplished on a continuing basis throughout the (agreement) release order period and in such a manner as to maintain a minimum of nuisance and interference to the general public and residents in the vicinity of the Work.

DEVELOPMENT OF PRICE QUOTE

The County will initiate a meeting with the successful quoter(s) to review the scope of work related to Silvicultural Planting / Harvest Sales and Services; this may also include an on-site visit. The successful quoter(s) shall then be required to prepare a detailed cost estimate using the unit prices quote. (The successful quoter(s), quote prices stated herein shall serve as the basis for establishing the value of the Work to be performed.) This cost estimate shall include the successful quoter(s) developed detailed statement of work and drawings / sketches for the Work required. The successful quoter(s) shall ensure that its price quote is complete and in accordance with all specifications and standards included herein. The detailed statement of work shall be supported by all necessary documentation to indicate that adequate planning to accomplish the Work has been performed. A schedule of completion of the Work shall be included in the price quote, if the schedule is not provided to the successful quoter(s) by the County. Costs for the above mentioned documentation shall be included in the successful quoter(s), quote prices and will not be paid separately by the County.

SPECIFIC TERMS & CONDITIONS

The successful quoter(s) shall be expected to expeditiously prepare their quote and in no event shall the quote preparation time exceed **15 calendar days**. The successful quoter(s) shall submit their quote to the County, who will evaluate the quote and, if approved, will issue a release order for the Work. The County reserves the right to reject the quote. The County is under no obligation to issue a release order for the Work.

DEVELOPMENT OF PRICE QUOTE (continued)

If additional quantities are required to complete the Work, a "revised" release order detailing the additional work shall be issued. It shall be the successful quoter(s), responsibility to advise the County and obtain prior approval for additional quantities to be utilized beyond those specified in the original release order. No work may begin until the County authorizes the Work through a revised release order.

INVOICES

All invoices shall reference, in detail, the following:

- The name and address of the project
- The blanket purchase order number
- The release order number
- The quantity of each items
- The unit pricing and extended pricing

PAYMENT

Within forty-five (45) days after completion of services by the supplier, acceptance by the County, and presentation of an appropriate invoice, the County shall pay the total amount due. Payment invoices shall indicate both the Blanket Purchase Order number and the Release Order number if applicable.

PRICE

Quoters shall quote unit prices, F.O.B. Destination, including all discounts in accordance with unit of quantity indicated on Quote Form. The prices quoted shall be used for payment and shall be deemed to include payment in full for all transportation, labor, and equipment used in delivering all supplies, materials, and services to the point of delivery.

PRICE ADJUSTMENTS FOR RENEWAL PERIODS

Prices shall remain firm for the **first sixty month** agreement term. Requested price changes for the remaining terms may be adjusted in accordance with the United States Department of Labor (www.dol.gov). The index used for each successive renewal period shall be the effective index on the date of renewal. If the County should consider said increase unwarranted or unreasonable, the County reserves the right to refuse request, terminate the agreement with the Vendor and select a second Vendor, or re-advertise.

PROGRESS REQUIREMENTS

All Work done under the resulting Agreement shall be done with a minimum of inconvenience to the private property owners in the area. The successful quoter(s) shall coordinate Work with private property owners such that existing utility services are maintained and they have access to their property at all times.

PROJECT SCHEDULE

Before release orders are issued under the blanket purchase order for **Silvicultural Planting/Harvest Sales and Services**, individual project schedules will need to be supplied by the successful quoter(s) and approved by County for each project.

QUANTITIES

Exact quantities of service to be procured under this blanket purchase order cannot be determined at this time. Orders will be issued on an **"as required basis"**, this may include all or part of the quantities specified, or may result in additional quantities, however, quantities are not guaranteed. The quantities listed are estimates and only given as a guideline for preparing your quote and should not be construed as representing actual quantities to be purchased.

SPECIFIC TERMS & CONDITIONS

REGULATIONS

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

RENEWAL

Provided there are no changes in terms, or conditions, this agreement shall be automatically extended/renewed beyond the **first sixty (60) month** agreement period for two additional five year (60) month agreement periods. Total agreement may be up to **one hundred eighty (180) months**.

Written notice of intention not to renew shall be submitted by the successful quoter(s) 120 days prior to the end of an agreement period.

WARRANTY, MAINTENANCE SERVICE, AND SUPPORT

If any product / service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specification listed in this quotation, the Vendor shall pick up the product from the County at no expense to the County. Also, the Vendor shall refund to Manatee County any money which has been paid for same. The Vendor shall be responsible for attorney fees in the event the Vendor defaults and court action is required.

MINIMUM TECHNICAL SPECIFICATIONS

SCOPE OF WORK

It is the intent of Manatee County ("County") to procure on an annual "**as needed**" basis, **Silvicultural Planting / Harvest Sales and Services** at various locations within the County. It is the specific purpose of this quote to establish an annual blanket purchase order for the required labor, materials, equipment, tools and services described herein.

Requirements include:

- 1) Silvicultural product consulting services;
- 2) Brokering services;
- 3) Harvest sales of existing silvicultural and overly dense natural forested areas (thinning) to be inclusive of timber, mulch, stump materials or other forest products up to and including native ground cover seed material in County owned preserves and all associated contents as identified and directed by Manatee County Parks and Natural Resources Department, Natural Resource Division Manager;
- 4) Planting containerized genetically approved tree / seedlings;
- 5) Burn Management.

The Work specified herein will be performed on public property, based on written release orders issued by the County.

Manatee County reserves the right to add to or delete service locations as needed.

Duette Preserve has approximately 2,000 acres of Pine Plantation planted with Long Leaf Pine and South Florida Slash Pine. The intent of the resulting blanket purchase order is timber thinning these areas down to a density which represents natural conditions over time and/or replacing slash pine plantation with longleaf pine at natural densities or plantation densities as desired to achieve management objectives. This thinning process shall be accomplished over several years, but may be accelerated if conditions warrant; such as overcrowding, disease, parasite, invasive-exotic infestation or fire damage.

The County makes no guarantees as to quantities and quality of the trees on the Duette Preserve property.

The successful quoter(s) shall furnish all labor, materials, equipment, tools, services, working drawings (when applicable) and incidentals necessary to complete all Work required by these specifications.

PLANTING

- a. No timber plantation areas are to be placed within 200 feet of scrub habitat area.
- b. Trees (long leaf pine / slash pine) to be planted are to be Florida sourced, no further than 250 miles from the planting area.
- c. Pine trees shall be mechanically planted in ground in scalped rows or hand planted in random fashion in natural area as defined by Manatee County in a written release order.
- d. Long Leaf Pine tubeling sized trees shall be delivered in refrigeration from nursery to planting site and installed on same day.
- e. All trees shall be available for inspection by County staff upon delivery to planting site. Tubelings are to have well developed root structure through the entire container and are to have a root collar of not less than 1/4 inch in diameter.
- f. Successful quoter(s) shall ensure all equipment brought on site shall be clean and free of off-site soil, debris and seeds to prevent the spread of invasive-exotic plants.
- g. Plantings shall have a guaranteed 90% survivorship for 90 days after planted in ground. Should the plantings not survive the established 90% survivorship for the 90 days the successful quoter(s) is responsible for providing and installing new plantings to be planted in the specific area at no cost to the County.

MINIMUM TECHNICAL SPECIFICATIONS

BURN MANAGEMENT

The successful quoter(s) shall be a Certified Prescribed Burn Manager and shall be on site with a copy of the written prescription from ignition of the burn to its completion. Certified Prescribed Burn Manager prepares the prescription **with Florida Forest Service issuing the authorization.**

- a. The successful quoter(s) shall be authorized by the local Florida Forest Service office or its designated agent before the fire is ignited and shall be in compliance with FS Chapter 590, s. 590.02, s. 509.125, s. 590.13.
- b. The successful quoter(s) shall have adequate fire breaks around the planned burn area, and provide sufficient personnel and firefighting equipment for controlling the fire.
- c. The successful quoter(s) shall have qualified personnel present at the burn site until the fire is extinguished which is defined as no spreading flame.
- d. The successful quoter(s) shall be required to have the specific written release order consent of Manatee County to apply fire. The application of prescribed fire will be on an "as required" basis, with a minimum four-man crew, two trucks containing suppression materials / equipment and a four wheel drive tractor and disk.
- e. Daytime burning authorizations obtained from the Florida Forest Service are issued for 9:00 a.m. to one hour before sunset for noncertified burners and to one hour after sunset for certified burners.
- f. Nighttime authorizations, obtained from the Florida Forest Service, are issued for one hour before sunset to 9:00 a.m., under dispersion indices of 8 or higher and 6 or higher for noncertified and certified burners, respectively.
- g. Minimum requirements for the prescription shall include stand, site, and fuel description; map of the area to be burned; personnel and equipment to be used; desired weather factors; desired fire behavior; ignition technique; time and date the prescription was prepared; authorization date and time period; an evaluation and approval of the anticipated impact of the proposed burn on smoke-sensitive areas; and signature and telephone / cell number of the successful quoter(s).
- h. Piles or windrows shall be at least 100 feet from paved, public highways; they shall be attended at all times, and wind direction shall carry smoke from them away from public roads.
- i. Open burning shall not be allowed under the following circumstances:
 - 1) when the fire or smoke may pose a threat to public health, safety, and property protection;
 - 2) in smoke-sensitive areas between one hour before sunset and 9:00 a.m.;
 - 3) when visibility on public roads would be reduced to less than 1,000 feet;
 - 4) if it reduces visibility at a public airport, and;
 - 5) during air quality or stagnation advisories.

MINIMUM TECHNICAL SPECIFICATIONS

SILVICULTURAL CONSULTING SERVICES

The successful quoter(s) shall develop an annual harvest plan, advertise the sale, solicit the bids, orchestrate tours for the prospective timber buyers, make bid assessments, negotiate and prepare a contract handling the payments and conclude the sales.

The annual harvest plan shall include but not be limited to the following:

- 1) Aerial photo mapping and interpretation
- 2) Appraisals: timber, damage (Appraisals of existing forest products with reference to potential markets i.e.: chip & mulch, pine straw mulch, fence post, saw timber, stumpage or native ground cover seed)
- 3) inventory, management planning and plans

The highest possible financial reimbursement to the County shall be achieved based upon the annual harvest plan and current forest product market conditions.

- a. The successful quoter(s) shall work with the Parks and Natural Resources Department to provide an annual forest products harvest plan and selection of harvest/thinning area based on management objectives and market conditions which may include onsite visits and mapping/management plan reviews.
- b. Successful quoter(s) shall review and obtain approval of the objectives, stipulations of each sale, and products being sold with the Parks and Natural Resources Department, prior to commencement of the sale and harvest/thinning. Successful quoter(s) shall also coordinate a schedule for the sale and harvest/thinning that does not interfere with any other activities planned for that property by County.
- c. Successful quoter(s) shall advertise forest products eligible for sale per the annual harvest plan and promote all silvicultural harvest sales to include timber products, pine straw, stump, mulch materials and promote all timber sales and shall bear all expenses related to the advertisement and promotion of the sale.
- d. Timber sales pricing shall be based on current market conditions from Timber Mart South (TMS report) and Timber Mills of Southwest Florida, however, pricing from these indexes will not be exclusive of sale opportunities within local market conditions which may differ in price from the larger regional indexes. Bids shall be sought from no less than three potential timber buyers.
- e. It is the successful quoter(s) responsibility to verify and provide copies of the Timber Buyer certificate of insurance and any licenses required by law. (Successful quoter(s) of the Request for Quotation may not be the timber buyers).
- f. Successful quoter(s) shall maintain and keep all applicable reports and records necessary to comply with any Federal, State, and / or Local laws.
- g. The timber buyer shall submit a Cashier's Check payable to Manatee County Board of County Commissioners. The amount shall be less an established percentage (reference page 18, line item #9) of the agreed total sales price from the total timber sales or other forestry products upon verification by the County, predicated on market conditions.

MINIMUM TECHNICAL SPECIFICATIONS

- h. All harvest activities shall be conducted in accordance with the Silviculture Best Management Practices ("BMP's") Manual issued by the Florida Department of Agriculture and Consumer Service. See <http://www.floridaforestservice.com> (Forests & Wildfire Publications). The successful quoter(s) is responsible for ensuring that the timber buyer crews adhere to these practices;
 - i. during all harvest activities the successful quoter(s) shall ensure all equipment brought on site shall be clean and free of off-site soil, debris and seeds to prevent the spread of invasive-exotic plants;
 - ii. the timber buyer shall provide all decontamination cleaning station equipment at entry points(s) if deemed necessary by Manatee County.
- i. Haul routes and loading pads shall be determined by successful quoter(s) and approved by the County prior to **each individual timber sale and each individual harvest** activity. These activities shall be planned to utilize existing disturbed ground and minimize further disturbance.
- j. Successful quoter(s) shall ensure that all access to planting and harvest areas (haul routes) is to be done on existing reserve roads and firebreaks. Any temporary roads and / or stream crossings needed for access shall be authorized by the County and shall adhere to Silviculture Best Management Practices (BMP's) and shall be removed after project completion, as defined in <http://www.floridaforestservice.com>.
- k. Skidding of timber shall be done over multiple trails (except for stream crossing) so as to reduce disturbance. Any alteration to surface grades shall be repaired to previous condition.

BASIS OF AWARD

Award(s) shall be to the lowest responsive, responsible quoter (s) having the lowest total for quotation award purposes for Silvicultural Planting / Harvest Sales and Services complying with the terms, conditions, and specifications of this Request for Quotation. The County reserves the right to make multiple awards. Quoters are required to quote all items on the Quotation Form to be considered responsive.

The County reserves the right to place orders with other successful quoter(s), in the event of an urgent, immediate need and the availability of materials/services requested cannot be met by the lowest priced quoter(s) at the time of need.

Award of this blanket purchase order to a particular quoter shall impose no obligation on the County to utilize the successful quoter(s) for all work of this type which may develop during the period of this agreement. **This is not an exclusive blanket purchase order.** County specifically reserves the right to concurrently contract with other companies for similar Work if determined to be in County's best interest.

EQUAL QUOTATIONS

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

LOCAL BUSINESS

Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its quote that for at least six (6) months prior to the announcement of the solicitation of quotes it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employees at that location.

QUOTATION FORM

REQUEST FOR QUOTATION #14-2888BS

SILVICULTURAL PLANTING / HARVEST SALES AND SERVICES

We, the undersigned, hereby declare that we have carefully reviewed the quote documents, and with full knowledge and understanding of the aforementioned herewith submit this quote, meeting each and every specification, term and condition contained in this Request for Quotation. We understand that the quote specifications, terms and conditions in their entirety shall be made a part of any agreement or contract between Manatee County and the successful quoter. Failure to comply shall result in contract default, whereupon, the defaulting supplier shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

Required Completed Documentation:

***Quotation Form (pages 17-18), Questionnaire (pages 19-21),
local preference (if applicable), Attachment B (pages 26-27),
Certified Burn Manager License, Degree / Diploma, and Membership Certificates.
Please return documentation, signed, no later than
November 13, 2014 at 3:00pm via fax, e-mail, or hand carried.***

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

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

(Print Name & Title of Signer) DATE: _____

COMPANY ADDRESS: _____

E-MAIL ADDRESS: _____

TELEPHONE: _____ FAX: _____

FEIN #: _____

BUSINESS LICENSE NUMBER: _____

NUMBER OF YEARS COMPANY HAS BEEN IN BUSINESS: _____

Acknowledge Addendum No. _____ Dated: _____
Acknowledge Addendum No. _____ Dated: _____
Acknowledge Addendum No. _____ Dated: _____

QUOTATION FORM
REQUEST FOR QUOTATION: #14-2888BS
SILVICULTURAL PLANTING / HARVEST SALES AND SERVICES

SILVICULTURAL PLANTING / HARVEST SALES and SERVICES					
ITEM NO.	DESCRIPTION	UNIT of MEASURE	ANNUAL ESTIMATED QUANTITY	UNIT COST	EXTENDED PRICE
	Supply and install tree/seedlings (genetically improved stock)				
1	Hand-planted in ground containerized Longleaf Pine tubelings	Each	5,000	\$	\$
2	Hand-planted in ground containerized South Florida Slash Pine tubelings	Each	5,000	\$	\$
3	Mechanical-planting in ground containerized Longleaf Pine	726 trees per acre	300 Acres	\$	\$
4	Mechanical-planting in ground containerized South Florida Slash Pine	726 trees per acre	300 Acres	\$	\$
5	Machine Planting (Labor Only)	ACRE	300	\$	\$
6	Hand Planting (Labor Only)	ACRE	300	\$	\$
7	As "required" Silvicultural consulting services (hourly rate)	HOURLY	16	\$	\$
8	Application of prescribed fire with crew and equipment (at all Manatee County locations) (Day is defined as 8 hours)	DAY	24	\$	\$
SUBTOTAL					\$
		% (Percentage Rate)		% MULTIPLIER	EXTENDED PRICE
9	The percentage of gross sales of timber or other forest product sales as directed by Manatee County (Not to exceed 10%) (annual harvest consulting and planning fees included in percentage rate)			x \$10,000.00 =	\$
TOTAL FOR BID AWARD PURPOSES (ITEM NUMBERS 1-9)					\$

COMPANY NAME: _____

QUESTIONNAIRE

REQUEST FOR QUOTATION #14-2888BS

SILVICULTURAL PLANTING / HARVEST SALES AND SERVICES

(QUESTIONNAIRE SHALL BE COMPLETED AND SUBMITTED WITH YOUR QUOTATION)

1. Contact Information:

License #: _____
License Issued to: _____
Date License Received (MM/DD/YR): _____
Company Name: _____
Physical Address: _____
City: _____ State of Incorporation: _____ Zip Code: _____
Phone Number: () _____ Fax Number: () _____
Email address: _____

2. Quoting as: an individual __; a partnership __; a corporation __; a joint venture __

3. If a partnership, list names and addresses of partners; if a corporation, list names of officers, directors, shareholders, and state of incorporation; if joint venture, list names and address of ventures' and the same if any venture are a corporation for each such corporation, partnership, or joint venture:

4. Quoter is authorized to do business in the State of Florida: ☐ Yes ☐ No
How many years has your company been doing business in the State of Florida? _____
Has license ever been suspended, revoked, removed, or been under investigation? ☐ Yes ☐ No

5. Personnel qualification requirement:

_____ Years holding an active Florida Certified Burn Manager License, (**minimum ten (10) consecutive years**), in accordance with the Florida Department of Agriculture and Consumer Services pursuant to Florida Statutes, FS 590.125 and Florida Administrative Code Chapter 51-2, copy attached).

_____ Years performing Silvicultural Planting / Harvest Sales and Service, (**minimum of fifteen (15) years of experience**).

Bachelor's in Forestry from _____ (Copy of degree to be attached);

- Or related degree in:

Ecology, Wildlife, or Biological Sciences from _____ (Copy of degree (s) to be attached).

COMPANY NAME: _____

QUESTIONNAIRE

REQUEST FOR QUOTATION #14-2888BS

SILVICULTURAL PLANTING / HARVEST SALES AND SERVICES

(QUESTIONNAIRE SHALL BE COMPLETED AND SUBMITTED WITH YOUR QUOTATION)

6. Attach a list of projects where this specific type of work was performed. ☐ Yes ☐ No
7. Provide three (3) Letters of Recommendation for related services with quotation submittal.
☐ Yes ☐ No
8. Describe experience, including task performed, and furnish at least three (3) project references with contact name, title, telephone numbers and mailing addresses.

9. Have you ever failed to complete projects awarded to you? Or failed to complete projects within Agreement Time? If so, state when, where (contact name, address, phone number) and why.

10. Have you ever been debarred or prohibited from providing a Quotation to a governmental entity? If yes, name the entity and describe the circumstances:

11. A complete list of all subcontractors proposed for any portion of the Work shall be approved by the County. If yes, describe which portion(s) and supply sub-contractors information and qualifications: (attached separate sheets, if applicable).

12. If any, list (with Agreement amount) MBE/DBE to be utilized:

COMPANY NAME: _____

QUESTIONNAIRE

REQUEST FOR QUOTATION #14-2888BS

SILVICULTURAL PLANTING / HARVEST SALES AND SERVICES

(QUESTIONNAIRE SHALL BE COMPLETED AND SUBMITTED WITH YOUR QUOTATION)

13. What equipment do you own to accomplish this Work? (A listing may be attached)

14. What equipment will you purchase / rent to complete this specification? (Specify)

COMPANY NAME: _____

Attachment "A"

STATEMENT OF NO OFFER

REQUEST FOR QUOTATION #14-2888BS

SILVICULTURAL PLANTING / HARVEST SALES AND SERVICES

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

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

We, the undersigned, have declined to quote on RFQ #14-2888BS, for the following reason(s):

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

REMARKS:

Thank you for your input.

Company Name: _____

Company Address: _____

Telephone: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

F.01 Vendor Registration

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

F.02 Section 2-26-6. Local preference, tie quotes, local business defined.

(a) Whenever a responsible local business quoter and a responsible non-local business quoter are found, upon the opening of quotes, to have both submitted the lowest responsive quote, the quote of the local quoter shall be awarded the contract. Should more than one responsible local business quoter match the responsible non-local business quoter's lowest responsive quote, or should no responsible local business quoter match the lowest responsive quote but two or more responsible non-local business quoters submit lowest responsive quotes for equal amounts, then the award of the contract shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the purchasing office and open to the public. Any quoters seeking to be recognized as local businesses for purposes of this local business preference provision may be required by the terms of the quote announcement to certify they meet the definition of local business set forth in this section, and to register as a local business with the county in the manner prescribed by the county to facilitate the county's ability to track the award of contracts to local businesses and to allow the county to provide future notifications to its local businesses concerning other quoting opportunities.

(b) Nothing herein shall be deemed to prohibit the inclusion of requirements with respect to operating and maintaining a local place of business in any invitation for quotes when the quoter's location materially affects the provisions of the services or supplies that are required by the invitation.

(c) Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its quote that for at least six (6) months prior to the announcement of the solicitation

of quotes it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employees at that location.

(d) Each solicitation for quotes made by the county shall contain terms expressly describing the local business preference policies of the county, and shall provide that by electing to submit a quote pursuant to a request for quotes, all quoters are deemed to understand and agree to those policies.

(e) For all contracts for architecture, professional engineering, or other professional services governed by Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, the county shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

(f) Local preference shall not apply to the following categories of contracts:

1. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
2. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;
3. Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
4. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section; F.02 Section 2-26-6. Local preference, tie quotes, local business defined. (Continued)
5. Any quote announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county commission or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

(g) To qualify for local preference under this section, a local business shall certify to the County that it:

1. Has not within the five years prior to the quote announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;
2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the quote announcement;
3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

Ref: Ordinance 09-21 and 09-23 PASSED AND DULY ADOPTED in open session, with a quorum present and voting, on the 17th day of March, 2009.

MANATEE COUNTY GOVERNMENT - AFFIDAVIT AS TO LOCAL BUSINESS
(Complete and Initial Items B-F)

A. Authorized Representative

I, [name] _____, am the [title] _____ and the duly authorized representative of: [name of business] _____, and that I possess direct personal knowledge to make informed responses to these certifications and the legal authority to make this Affidavit on behalf of myself and the business for which I am acting; and by electing to submit a quote pursuant to this Request for Quotation, shall be deemed to understand and agree to the local business preference policies of Manatee County; and that I have the direct knowledge to state that this firm complies with all of the following conditions to be considered to be a Local Business as required by the Manatee County Code of Law, Section 2-26-6.

B. Place of Business: I certify that the above business is legally authorized to engage in the sale of goods and/or services and has a physical place of business in Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one (1) fulltime employee at that location. The physical address of the location which meets the above criteria is: _____ [Initial] _____

Business Phone Number: _____

Email Address: _____

C. Business History: I certify that business operations began at the above physical address with at least one fulltime employee on [date] _____ [Initial] _____

D. Criminal Violations: I certify that within the past five years of the date of this Quote announcement, this business has not admitted guilt nor been found guilty by any court or local, state or federal regulatory enforcement agency of violation of any criminal law or administrative regulation regarding fraud. [Initial] _____

E. Citations or Code Violations: I certify that this business is not currently subject to any unresolved citation or notice of violation of any Manatee County Code provision, with the exception of citations or notices which are the subject of a legal current appeal within the date of this quote announcement. [Initial] _____

F. Fees and Taxes: I certify that this business is not delinquent in the payment of fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, with the exception of those which are the subject of a current legal appeal. [Initial] _____

Each of the above certifications is required to meet the qualification of "Local Business" under Manatee County Code of Law, 2-26-6.

Signature of Affiant _____

STATE OF FLORIDA COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by (name of person making statement).

(Notary Seal) **Signature of Notary:** _____

Name of Notary: (Typed or Printed) _____

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

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

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE 6,
MANATEE COUNTY PURCHASING CODE

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

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

_____ for _____
[print name of entity submitting sworn statement]

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no

FEIN, include the Social Security Number of the individual signing this sworn statement:

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

(1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among quoters or prospective quoters in restraint of freedom of competition, by agreement to quote a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

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

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

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

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

[Signature]

STATE OF FLORIDA
COUNTY OF _____

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

My commission expires _____

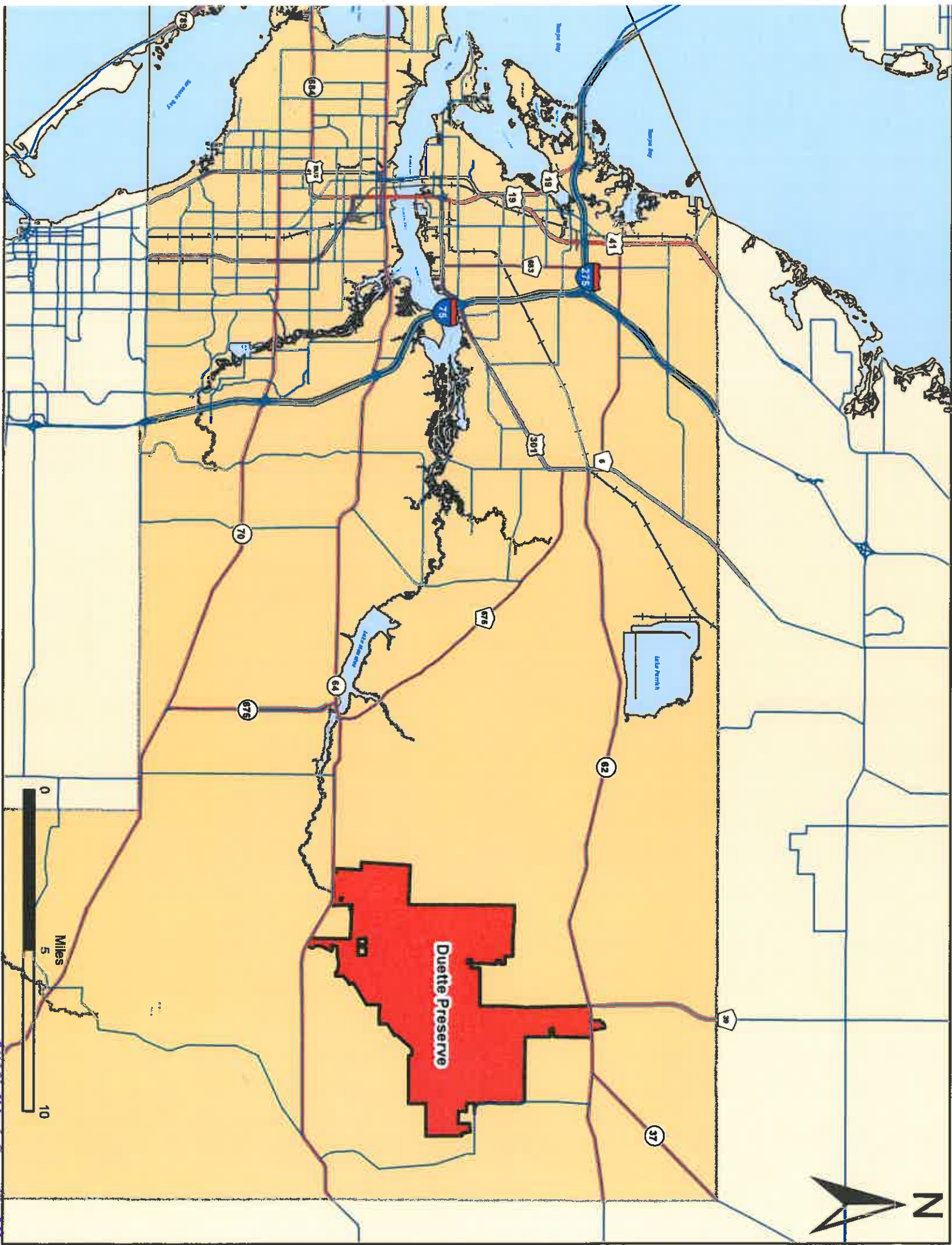
Notary Public Signature

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

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

Manatee County Natural Resources Dept. Managed Areas

County Managed Preserves	Acreage	State Managed Preserves	Average
Duette Preserve	21846.18	Edward W. Charnock Reserve (Coker Prairie Tract)	2124.97
Emerson Park Preserve	240.78	Edward W. Charnock Reserve (Gibby Creek Tract)	6862.80
Granddaddy's Community Farm	20.68	Fairford Swamp Preserve	2353.15
Headwaters at Duette Preserve	2212.48	Gamble Plantation Historic State Park	13.28
Jiggs Landing	5.07	Lake Manatee State Park	570.85
Lalita Key Preserve	18.11	Madeira Rocks Archaeological State Park	6.81
Moody Branch Preserve	653.79	Myakka State Park	9749.72
Neel Preserve	120.11	Port Manatee Ecological Park	879.28
Pine Island Preserve	164.70	South Fork State Park	1075.41
Riverbend Point Preserve	89.14	Sunshine Skyway Recreation Area	33.89
Robinson Preserve	11.70	SWFPMAD Little Manatee River (Southfork Tract)	1020.50
Rye Preserve	501.58	SWFPMAD Terra Ceia Preserve	78.51
Ungava Preserve	642.87	Terra Ceia Bully Preserve	2196.05
	35.02	Whisper Creek State Park	565.10
County Managed Total	28680.22	State Managed Total	26458.40



7/18/2019 10:00 AM - 10:00 AM