



REQUEST FOR QUOTATION #16-1537BLS

CARBON DIOXIDE (CO2)

DATE ISSUED: March 21, 2016

DUE DATE: March 31, 2016 at 3:00pm

Manatee County invites your participation in the following Quotation. The specifications stated herein are of the minimum requirements. All Quotations 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.

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CLARIFICATION

It shall be the responsibility of all Quoters to request any additional clarification of the contents herein. Clarification deadline is **March 25, 2016 at 3:00pm**. Clarification shall be furnished by written addendum from Purchasing. Quoters 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 5) carefully to avoid violation and possible sanctions.**

AUTHORIZATION FOR RELEASE: 

GENERAL TERMS AND CONDITIONS

QUOTATION FORMS

Quotations 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 Quotation Document at least twenty-four (24) hours in advance of either activity.

AUTHORIZED PRODUCT REPRESENTATION

The Quoter, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. The Quoter'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 Quotation 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 Quotations 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 Quotation, 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 Quotation.

CODE OF ETHICS

With respect to this Quotation, 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 Quotation or from furnishing the goods or services for which the Quotation is submitted and shall be further disqualified from submitting any future Quotations or proposals for work or for goods or services for Manatee County.

The County anticipates that all statements made and materials submitted in a Quotation will be truthful. If a Quoter is determined to be untruthful in its Quotation 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 Quotation with other Quoters, and has not colluded with any other Quoter or parties to this Quotation whatsoever. Also, Quoter certifies, and in the case of a joint

Quotation each party thereto certifies as to their own organization, that in connection with this Quotation:

- 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 Quotation 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 Quotation for the purpose of restricting competition;
- d. the only person or persons interested in this Quotation, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Quotation 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.

Quotations/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 Quotation; and not shown separately. The prices as shown on the Quotation 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 Quotation, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Quotation, 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 Quoter is considered a violation of Section 274(e) of the Immigration and Employment Act. If Awarded Quoter 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 Quoter deemed necessary by County. Subcontracts shall be awarded only to those subcontractors considered satisfactory by County.

The Awarded Quoter 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 Awarded Quoter during the term of the Agreement; and

The Awarded Quoter 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 Quotations 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 Awarded Quoter 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 Quotation may be withdrawn up until the date and time set for opening of the Quotation. Any Quotation 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 Quotations have been duly accepted by the County.

LEGAL NAME

Quotations shall clearly indicate the legal name, address and telephone number of the Quoter. Quotations 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 Quotation.

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

Quotations submitted shall be based on the quantities stated on the Quotation Form. Quantities shall be used for the comparison of Quotations. Payment to the Quoter 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 Quotations shall be reviewed mathematically and corrected, if necessary, using these standards prior to additional evaluation. Calculations shall be factored to the second decimal point.

LOCAL PREFERENCE

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 Quotation that for at least six (6) months prior to the announcement of the solicitation of Quotations 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.

Local preference shall not apply to the following categories of Agreements:

1. Purchases or Agreements 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.

To qualify for local preference under this section, **a local business must certify to Owner** by completing an **"Affidavit as to Local Business Form"**, which is available for download at 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 Quoter to ensure accuracy of the Affidavit as to Local Business and notify Owner of any changes affecting same.

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.**

QUOTATION EXPENSES

All expenses for submitting Quotations 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 Quotation, the Quoter 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 Quoter shall refund to Manatee County any money which has been paid for same. The Quoter will be responsible for attorney fees in the event the Quoter 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 Quotations, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the Quotation 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 Quotation of the lowest responsive, responsible Quoter will be accepted, unless all Quotations are

rejected. The lowest responsible Quoter shall mean that Quoter who makes the lowest Quotation 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 Quotation as made.

To be responsive, a Quoter shall submit a Quotation 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 Quoter shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services he is furnishing. Quoter 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. Cert. No. 59-78-0089K; Florida Sales Tax Exempt Cert. No. 85-8012622206C-6); therefore, the Quoter is prohibited from delineating a separate line item in this Quotation for any sales or service taxes. Nothing herein shall affect the Quoter's tax liability.

The Quoter shall be responsible for the payment of taxes of any kind and character, including, but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and materials furnished under the award in accordance with the laws and Regulations of the place of the project which are applicable during the performance of the work. Nothing herein shall affect the Quoter's normal tax liability.

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

PURPOSE

It is the intent of Manatee County to establish an initial agreement to procure, on an **“as required”** basis, Carbon Dioxide (CO₂) for delivery to the Manatee County Water Treatment Plant located at 17915 Waterline Road, Bradenton, FL 34212. It is the specific purpose of this quotation to establish an annual agreement in order to secure the cost and availability.

BLANKET ORDER

A Blanket Purchase Order shall be issued on an “as required” basis as a result of this Request for Quotation. A Blanket Purchase Order number, when accompanied by a Release Order number provided by a County employee designee will authorize product / delivery on an “as required” basis.

CANCELLATION

The County reserves the right to terminate an agreement by giving 30 days written notice of intention to terminate if at any time the Awarded Quoter fails to abide by or fulfill any of the terms and conditions of the agreement.

DELIVERY

All deliveries to the Water Treatment Plant (WTP) shall be pre-arranged between the Awarded Quoter and the WTP representative. Holiday and weekend deliveries may be needed as product use or circumstances require. Failure to respond within the time specified may result in materials being ordered from and delivered by others and/or termination of award.

Large shipments, i.e., truckloads requiring material handling equipment, shall be preceded by no less than a 24 hour notice.

Awarded Quoter shall provide a separate delivery ticket for each delivery, which indicates the quantity of product delivered, and obtain authorized County signature at the time of delivery. At least one copy of the delivery ticket shall be left with County employee for each delivery.

PAYMENT

Within forty-five (45) days after receipt of invoice from the Awarded Quoter, acceptance by the County, the County shall pay the total amount due. Invoices shall indicate both the Blanket Purchase Order Number and the Release Order Number, delivery date, product description, quantity, and a copy of the signed delivery ticket.

PRICES

All Quoter's shall quote unit prices, F.O.B. Destination, and discounts in accordance with unit of product indicated on Quotation Form. The prices quoted shall be used for payment and shall be deemed to include payment in full for all transportation, transportation related expenses, labor, miscellaneous supplies, and equipment used in delivering all product “as required”.

PRICE ADJUSTMENTS FOR RENEWAL PERIODS

Prices shall remain firm for the first twelve (12) month term. If not cancelled by the Awarded Quoter or the County, the awarded Blanket Purchase Order shall be automatically renewed beyond the first twelve (12) month agreement for two (2) additional 12-month periods, not to exceed thirty-six (36) months provided there are no changes in price, terms, or conditions. Requested price changes for the two (2) additional 12-month periods may be approved upon review by Purchasing. Documentation

shall be submitted to the Purchasing Department for review. If the County should consider said increase unwarranted or unreasonable, the County reserves the right to refuse the proposed increase, and terminate the agreement with the Awarded Quoter.

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

CONDITIONS FOR FIRST PRIORITY SERVICE

Awarded Quoter agrees that when a local state of emergency has been declared by the County **OR** chemicals are subject to allocations based on regional or national supply, that Manatee County shall be granted a "first priority" basis for goods and services.

Awarded Quoter shall furnish the County with a twenty-four (24) hour, seven days a week phone number(s) and contact name upon award of this agreement.

QUALIFICATIONS OF QUOTER

For consideration of award, each Quoter that delivers hazardous material shall have a HAZMAT license from DOT for hazardous materials handling/transport, and shall comply with all DOT HAZMAT regulations in 49CFR, Parts 100-185. Quoter **shall submit a copy of their HAZMAT license with their Quotation, if applicable.**

After award, Awarded Quoter shall have a continuing obligation to notify Manatee County in writing within forty eight (48) hours of receiving any notice of violation during the agreement period. Depending on the severity of the violation, Manatee County shall reserve their right to utilize the cancellation clause as outlined in Article C.03 of this Quotation.

QUANTITIES

The exact quantity of the required product cannot be determined at this time, however, approximated past annual usage is indicated on the Quotation Form. This award may result in similar quantities of purchases; however, this is not guaranteed. Release Orders shall be issued on an **"as required"** basis.

SECURITY

Awarded Quoter must check and comply with the Manatee County Utilities security requirements and procedures prior to entry into any facility.

MINIMUM TECHNICAL SPECIFICATIONS

(Note: Specifications are in accordance with latest revision of American Water Works Association Standards unless otherwise stated. Compliance and proof of compliance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals- Health Effects, is required for chemicals used at the Water Treatment Facility.)

CARBON DIOXIDE

All specifications are in accordance with AWWA Standard **B510-06** except as follows:

Bulk delivery is required.

An affidavit of compliance with this standard is required and a certified analysis is to be sent with each delivery.

Delivery Location:

Manatee County Utilities
Water Treatment Plant
17915 Waterline Road
Bradenton, FL 34212

Delivery Route:

**Deliveries shall be made using the
SR 64 to Dam Road to Waterline Road route
to minimize impact on residential areas.**

BASIS OF AWARD

A single award shall be made to the responsive, responsible quoter meeting specifications and having the lowest total price quotation. The annual agreement resulting from the acceptance of a quotation shall be made by issuing a Blanket Purchase Order and be bound by the terms and conditions of the Purchase Order and the specifications of this Request for Quotation.

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 Quotation that for at least six (6) months prior to the announcement of the solicitation of Quotations 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.

QUOTER'S QUESTIONNAIRE

REQUEST FOR QUOTATION #16-1537BLS
CARBON DIOXIDE (CO2)

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

1. Contact Information:

FEIN #: _____

License #: _____

License Issued to: _____

Date License Issued (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
For how many years? _____

5. Your organization has been in business (under this firm's name) as a

Is this firm in bankruptcy? _____

6. Attach a list of three municipalities (references) where this specific type of product / services is currently under an agreement / contract.

Quoter Name: _____

7. Is this firm currently contemplating or in litigation? Provide summary details.

8. Have you ever been assessed liquidated damages under a contract during the past five (5) years? If so, state when, where (contact name, address, and phone number) and why.

9. Have you ever failed to provide / deliver product awarded to you? Or failed to complete projects within contract 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. Shall you subcontract any part of this Service? If so, describe which portion(s) and to whom.

12. Have you been cited for any DOT HAZMAT, OSHA, or any other safety violations in the past five years which is related to the services or products provided? If so, summarize the nature of the violation, a brief description of the violation and the outcome or projected outcome?

Quoter Name: _____

13. If any, list MBE/DBE participation and in what capacity:

14. What transport trucks/equipment/hoses/connections do you own to provide this product / service?
(A listing may be attached)

15. What equipment shall you purchase/rent for the Services? (Specify which)

16. Describe any options your firm can provide the County for chemical storage and feeding in the event that the County's facilities are damaged or destroyed in an emergency (e.g. hurricane).

Quoter Name: _____

STATEMENT OF NO OFFER

REQUEST FOR QUOTATION #16-1537BLS
CARBON DIOXIDE (CO2)

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 #16-1537BLS, 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)

ATTACHMENT B

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE V,
MANATEE COUNTY PROCUREMENT 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 an Owner's Agreement for public improvements, procurement of goods or services (including professional services) or an Owner's lease, franchise, concession or management agreement, or shall receive a grant of Owner's monies unless such person or entity has submitted a written certification to Owner that it has not:

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

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

(3) been convicted of a violation of an environmental law that, in the sole opinion of Owner'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.

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 Owner's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Owner.

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 AGREEMENT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

[Signature]

STATE OF FLORIDA
COUNTY OF _____

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

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

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.

INSURANCE REQUIREMENTS

The Successful Quoter will not commence Work under the resulting Agreement until all insurance under this section, and such insurance coverage as might be required by Owner, has been obtained. The Successful Quoter shall obtain, and submit to the Purchasing Division within ten (10) calendar days from the date of notice of intent to award, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

Insurance / Bond Type	Required Limits
<input type="checkbox"/> Automobile Liability:	Bodily Injury and Property Damage, Owned/Non-Owned/Hired; Automobile included \$ 1,000,000 each occurrence <i>This policy shall contain severability of interests' provisions.</i>
<input checked="" type="checkbox"/> Commercial General Liability: (Occurrence Form - patterned after the current ISO form)	Bodily Injury and Property Damage \$ 1,000,000 single limit per occurrence; \$ 2,000,000 aggregate This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability. <i>This policy shall contain severability of interests' provisions.</i>
<input checked="" type="checkbox"/> Employer's Liability:	\$ 100,000 single limit per occurrence
<input checked="" type="checkbox"/> Worker's Compensation:	Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits & Requirements
<input checked="" type="checkbox"/> Other Insurance, as noted:	<input type="checkbox"/> Aircraft Liability \$ per occurrence Coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the services under this Agreement. <input checked="" type="checkbox"/> Installation Floater \$ 2,000,000 If the resulting Agreement does not include construction of or additions to above ground building or structures, but does involve the installation of machinery or equipment, Successful Quoter 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). <input type="checkbox"/> Maritime Coverage (Jones Act) \$ per occurrence Coverage shall be maintained where applicable to the completion of the Work.
	<input type="checkbox"/> Pollution \$ per occurrence <input checked="" type="checkbox"/> Professional Liability

Insurance / Bond Type	Required Limits
	<p>\$1,000,000 per occurrence/\$2,000,000 aggregate</p> <p><input type="checkbox"/> Project Professional Liability \$ per occurrence</p> <p><input type="checkbox"/> Property Insurance \$</p> <p>If the resulting Agreement includes construction of or additions to above ground buildings or structures, Bidder 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).</p> <p>To the extent that property damage is covered by commercial insurance, Owner and Successful Quoter agree to waive all subrogation rights against each other, except such rights as they may have to the proceeds of such insurance. Successful Quoter shall require a similar waiver of subrogation from each of its Bidder personnel and sub-consultants, to include Special Consultants; Successful Quoter shall provide satisfactory written confirmation to Owner of these additional waivers.</p> <p><input type="checkbox"/> U.S. Longshoreman's and Harborworker's Act Coverage shall be maintained where applicable to the completion of the Work.</p> <p><input type="checkbox"/> Valuable Papers Insurance \$ per occurrence</p> <p><input type="checkbox"/> Watercraft \$ per occurrence</p>

Reviewed by Risk: *[Signature]*

INSURANCE REQUIREMENTS

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

Nothing herein shall in any manner create any liability of Owner in connection with any claim against the successful quoter for labor, services, or materials, or of Subcontractors; and nothing herein shall limit the liability of the successful quoter or successful quoter's sureties to Owner or to any workers, suppliers, material men or employees in relation to the resulting Agreement.

Builder's Risk Coverage. The Successful Quoter shall procure and maintain during the entire course of the Work a builder's risk policy, completed value form, insured to provide coverage on an all risk basis, including coverage for off-site stored materials and including coverage for theft. This coverage shall not be lapsed or cancelled because of partial Acceptance by the Owner prior to final Acceptance of the Project. Successful Quoter shall recommend to Owner any additions to the Project Costs resulting from any casualty described in Article XII General Conditions of the Construction Agreement, including those costs, expenses and other charges (including normal and ordinary compensation to the Successful Quoter) necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications. The nature, level and type of builder's risk coverage (including completed value or replacement cost coverage) shall be determined by Owner through insurers selected by Successful Quoter and approved by Owner.

Excess Policy or Umbrella. An excess policy or umbrella may be used to cover limits over and above Commercial General Liability.

Subcontractor's Public Liability and Property Damage Insurance. The Successful Quoter shall require each Subcontractor to procure and maintain during the term of the subcontract, insurance of the type specified above, or insure the activities of Subcontractors in its policy, as approved by Owner prior to performance of any services. The levels of coverage as set forth in the table above may be adjusted to require a reduced level of coverage consistent with the scope of Work to be provided by that particular Subcontractor. Any reduction in the levels of insurance coverage required by the Successful Quoter's standard form of subcontract shall be approved by the Owner.

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

Worker's Compensation Insurance. The Successful Quoter shall procure and maintain during the term of the Contract Documents, workers' compensation insurance for all its employees connected with the Work and shall require all Subcontractors similarly to provide workers' compensation insurance for all their employees unless such employees are covered by the protection afforded by Successful Quoter. Such insurance shall comply with the Florida Workers' Compensation Law. The Successful Quoter shall provide adequate insurance, satisfactory to Owner, for the protection of employees not otherwise protected.

By way of its submission of a bid hereto, Bidder:

- a. Represents that Bidder maintains, and will maintain during the term of any Agreement arising from this solicitation, all insurance coverage required herein from responsible companies duly authorized to do business under the laws of the State of Florida that hold a rating of "A-" or better by Best's Key Guide, latest edition, and are deemed acceptable to Owner as set forth in this solicitation.
- b. Agrees that insurance, as specified herein, shall remain in force and effect without interruption from the date of commencement of the Work throughout the duration of the Project, and shall remain in effect for at least two (2) years after the termination of the Contract Documents.

- c. Agrees that if the initial or any subsequently issued certificate of insurance expires prior to completion of the Work, Successful Quoter shall furnish to Owner renewal or replacement certificate(s) of insurance no later than ten (10) calendar days after the expiration date on the certificate. Failure of Successful Quoter to provide Owner with such renewal certificate(s) shall be considered justification for Owner to terminate any and all Agreements.
- d. Agrees that Bidder and/or its insurance carrier shall provide thirty (30) days written notice to Owner of policy cancellation or non-renewal on the part of the insurance carrier or the Successful Quoter. Successful Quoter shall also notify Owner, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Successful Quoter from its insurer and nothing contained herein shall relieve Successful Quoter of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Successful Quoter hereunder, Successful Quoter shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- e. Agrees that failure of Successful Quoter to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the resulting Agreement, which may result in immediate termination.
- f. Agrees that, should at any time the Successful Quoter not maintain the insurance coverage(s) required herein, Owner may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge Successful Quoter for such coverage(s) purchased. If Successful Quoter fails to reimburse Owner for such costs within thirty (30) days after demand, Owner has the right to offset these costs from any amount due Successful Quoter under this Agreement or any other agreement between Owner and Successful Quoter. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance companies used. The decision of Owner to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- g. Agrees to provide, upon request, the entire and complete insurance policies required herein.
- h. The payment of deductibles for insurance required of the Successful Quoter by the Contract Documents shall be the sole responsibility of the Successful Quoter.

Certificate of Insurance Requirements:

- a. Certificates of insurance in duplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division 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, and must read: For any and all work performed on behalf of Manatee County.
- b. Additional Insured: The Automobile Liability and Commercial General Liability policies provided by the Successful Quoter to meet the requirements of this RFQ shall name Manatee County, Board of County Commissioners, as an additional insured as to the operations of the Successful Quoter under this RFQ and shall contain severability of interests provisions.

c. 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 County Commissioners
Bradenton, FL
RFQ #16-1537BLS, Carbon Dioxide (CO2)**

2. Certificate shall be mailed to:

**Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
Attention: Bonnie Sietman, Sr. Buyer**

QUOTER'S INSURANCE STATEMENT

THE UNDERSIGNED hereto have read and understand the aforementioned insurance requirements of this RFQ and note that the evidence of insurability shall be required within ten (10) days from the date of notice of intent to award.

Quoter Name: _____ Date: _____

Quoter's Signature: _____

Print Name: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

Please return this completed and signed statement with your quotation.

REQUEST FOR QUOTATION #16-1537BLS
CARBON DIOXIDE (CO2)

We, the undersigned, hereby declare that we have carefully reviewed the Quotation documents, and with full knowledge and understanding of the aforementioned herewith submit this Quotation, 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 Awarded Quoter. Failure to comply shall result in contract default, whereupon, the defaulting Quoter shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

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

Return quotation form and all required documentation via mail, e-mail, or hand deliver

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: _____

REQUEST FOR QUOTATION #16-1537BLS
CARBON DIOXIDE (CO2)

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	PRICE PER TON
1	Carbon Dioxide (CO2)	420 Tons	\$ _____/ton
	Delivery Days - ARO		_____ days

FWITHOUT

EMERGENCY CONTACT INFORMATION

Emergency Contact Person: _____
(print)

Telephone Number: _____ Cell Phone Number: _____

Quoter Name: _____