



REQUEST FOR QUOTATION #16-2185BLS

HDPE PIPE AND RELATED PRODUCTS

DATE ISSUED: August 31, 2016

DUE DATE: September 15, 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.

TABLE OF CONTENTS:

GENERAL TERMS & CONDITIONS.....	2
SPECIFIC TERMS & CONDITIONS.....	8
MINIMUM TECHNICAL SPECIFICATIONS.....	10
BASIS OF AWARD.....	11
OFFER OF NO QUOTE	12
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIME FORM.	13
QUOTATION FORM.	15

CLARIFICATION

It shall be the responsibility of all Quoters to request any additional clarification of the contents herein. Clarification deadline is **September 9, 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 Awarded 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 bid that for at least six (6) months prior to the announcement of the solicitation of bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employee at that location.

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 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

PURPOSE

It is the intent of Manatee County to establish an annual agreement to procure, on an "As Required" basis, HDPE Pipe and Related Products to be delivered to Manatee County, Public Works Distribution Center located at 2908 12th Street Court East, Bradenton, FL 34208. It is the specific purpose of this quotation to establish an agreement for the required products to secure cost and availability.

BLANKET ORDER

A Blanket Purchase Order shall be issued as a result of this Request for Quotation. A written Blanket Purchase Order, when accompanied by a valid Release Order number provided by an authorized County designee will authorize purchases 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. The County also reserves the right to terminate this agreement for the convenience of the County, with or without cause.

DELIVERY

On an "as required" basis, supplier shall deliver the HDPE Pipe and Related Products to Manatee County, Public Works Distribution Center, located at 2908 12th Street Court East, Bradenton, FL 34208. Deliveries will be made between 8:00am and 3:00pm Monday through Friday, excluding holidays, to various locations as directed by County designee.

Vendor shall provide a delivery ticket for each delivery and obtain authorized signatures from County's designee.

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.

PRICES

Awarded Quoter shall quote unit prices, F.O.B. Destination, including all discounts in accordance with unit of quantity indicated on Quotation Form. The prices quoted shall be used for payment and shall be deemed to include payment in full for all transportation, labor, and equipment, mileage, fuel and hazmat charges (if applicable) used in delivering all supplies and materials to the point of delivery.

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, 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.

QUANTITIES

There is no guarantee, explicit or implied, of the volume of safety items on the attached quotation form. The exact quantities/volume of the required products cannot be determined at this time, however, approximated past usage is indicated on the Quotation Form. Release Orders shall be issued on an "as required" basis and may include some or all products specified in this quotation.

REGULATIONS

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

WARRANTY, MAINTENANCE, SERVICE AND SUPPORT

If any product delivered does not meet performance representations or other quality assurance as published by the manufacturers, producers, or distributors of such products or specification listed in this quote. Also, the Awarded Quoter shall refund to Manatee County any money which has been paid for same. The Awarded Quoter will be responsible for attorney fees in the event the Awarded Quoter defaults and court action is required.

If the Awarded Quoter cannot meet the delivery requirements of products for any of the items specified herein, the County reserves the right to procure the product from the next lowest responsive, responsible Quoter or to solicit new pricing.

MINIMUM TECHNICAL SPECIFICATIONS

SCOPE OF WORK

This Request for Quotation is solicited for the purpose of establishing an annual contract with a qualified Vendor to provide High Density Polyethylene Corrugated Pipe with an integrally formed smooth waterway for various locations in Manatee County.

PRODUCT MANUFACTURER – ADVANCED DRAINAGE SYSTEMS – OR EQUIVALENT

The Vendor shall ensure the pipe sizes of twelve (12) inches to sixty (60) inches (N-12) have a full circular cross-section with an outer corrugated pipe wall and an essentially smooth inner wall (waterway). Corrugations for these sizes shall be annular. Sizes eighteen (18) inches to sixty (60) inches (N-12) for four (4) lane arterial roadways and greater shall be Class II HDPE per Florida Department of Transportation Section 948-2.3.1, current edition. Joint performance for eighteen (18) inch to sixty (60) inch diameter pipe shall be watertight according to the requirements of ASTM D3212 and Class II HDPE requirements per Florida Department of Transportation Section 948-2.3.1.

The Vendor shall ensure pipe manufactured for this specification complies with the requirements for test methods, dimensions, and markings found in AASHTO Designations and M294 [AASHTO M294-06 is currently written to include sizes twelve (12) inches to sixty (60) inches (N-12) meet all the performance requirements] or ASTM 2306.

The Vendor shall ensure pipe is made from virgin polyethylene compounds which conform to the requirements of cell class 435400C as defined and described in ASTM D3350. The fittings shall conform to AASHTO M-294 or ASTM F2306.

The Vendor shall ensure that the minimum parallel plate stiffness valves that are used when tested in accordance with ASTM D2412 standards.

Diameter Pipe Stiffness

12" (300mm)	50 psi (345kN/m ²)
15" (375mm)	42 psi (290kN/m ²)
18" (450mm)	40 psi (275kN/m ²)
24" (600mm)	34 psi (235kN/m ²)
30" (750mm)	28 psi (195kN/m ²)
36" (900mm)	22 psi (150kN/m ²)
42" (1050mm)	20 psi (140kN/m ²)
48" (1200mm)	18 psi (125kN/m ²)
60" (1500mm)	14 psi (97kN/m ²)

The fittings shall not reduce or impair the overall integrity or function of the pipe line. The fittings may be either molded or fabricated. Common corrugated fittings include in-line joint fittings, such as couplers and reducers, and branch or complimentary assembly fittings such as tees, wyes, and end caps. These fittings may be installed by various methods, such as snap-on, screw-on, bell and spigot, and wrap around. Couplings shall provide sufficient longitudinal strength to preserve pipe alignment and prevent separation at the joints. Only fittings supplied or recommended by the pipe manufacturer shall be used. Where designated on the plans, a neoprene or rubber gasket shall be supplied.

NOTE: Quoter to provide "equivalent" manufacturer specifications for review/acceptance by the County

ESTIMATED QUANTITIES

These quantities are annual estimates and no guarantee is given or implied that this is the exact quantity that shall be ordered.

BASIS OF AWARD

A single award shall be made to the responsive, responsible quoter having the lowest grand total quotation meeting all specifications for HDPE Pipe and Related Products on "as required" basis. All Quoters shall quote each item to be considered responsive. The agreement resulting from the acceptance of a quotation shall be made by issuing a blanket purchase order(s) 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 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.

ATTACHMENT "A"

STATEMENT OF NO OFFER

REQUEST FOR QUOTATION #16-2185BLS

HDPE PIPE AND RELATED PRODUCTS

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 #16-2185BLS, 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 bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

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

QUOTATION FORM

REQUEST FOR QUOTATION #16-2185BLS

HDPE PIPE AND RELATED PRODUCTS

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 Quotation 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, SENIOR 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: _____

RFQ #16-2185BLS

Quoter Name: _____

HDPE PIPE AND RELATED PRODUCTS

LOT 1: CORRUGATED SMOOTH INTERIOR HDPE PIPE, WITH BELL SPIGOTS

Manufacturer: Advanced Drainage Systems - OR EQUIVALENT = _____ Mfg

#	Description	U of M	Annual Estimated Quantity	Price (UofM)	Pricing Extended
1	12" pipe, with bell spigot, 20 ft sections	Linear Ft	100		
2	15" pipe, with bell spigot, 20 ft sections	Linear Ft	100		
3	18" pipe, with bell spigot, 20 ft sections	Linear Ft	200		
4	24" pipe, with bell spigot, 20 ft sections	Linear Ft	400		
5	30" pipe, with bell spigot, 20 ft sections	Linear Ft	80		
6	36" pipe, with bell spigot, 20 ft sections	Linear Ft	60		
7	42" pipe, with bell spigot, 20 ft sections	Linear Ft	60		

LOT 2: HDPE PIPE WITH SMOOTH INTERIOR

AND SMOOTH EXTERIOR, WITH BELL SPIGOT

Manufacturer: Advanced Drainage Systems -OR EQUIVALENT = _____ Mfg

1	48" pipe, with bell spigot, 20 ft sections	Linear Ft	20		
2	60" pipe, with bell spigot, 20 ft sections	Linear Ft	20		

LOT 3: HDPE PIPE COUPLINGS (SPLIT)

Manufacturer: Advanced Drainage Systems - OR EQUIVALENT = _____ Mfg

1	12" coupling	Each	2		
2	15" coupling	Each	2		
3	18" coupling	Each	2		
4	24" coupling	Each	2		
5	30" coupling	Each	2		
6	36" pipe coupling	Each	2		
7	42" pipe coupling	Each	2		

GRAND TOTAL (Lot 1, Lot 2, & Lot 3)

\$ -