



## MANATEE COUNTY FLORIDA

### INVITATION FOR BID

IFB #13-1460BS

### NO-LEAD BRASS WATER, SEWER, AND BACKFLOW PRODUCTS

DATE ISSUED: May 14, 2013

BID OPENING: June 17, 2013 @ 3:00pm

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

For Information Contact: Bonnie Sietman, Buyer  
P 941.749.3046 F 941.749.3034  
[bonnie.sietman@mymanatee.org](mailto:bonnie.sietman@mymanatee.org)

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

Manatee County, a political subdivision of the State of Florida, (hereinafter "Manatee County" or the "County") will receive sealed bids 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

It shall be the responsibility of all bidders to request any additional clarification of the contents herein. Clarification deadline is Monday, June 3, 2013 at 3:00pm. Clarification will be furnished by written addendum from Purchasing. Bidders 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 A.21 carefully to avoid violation and possible sanctions.

*AUTHORIZED TO RELEASE: DWW*

## GENERAL INFORMATION

### A.01 OPENING LOCATION

These bids will be publicly opened in the Manatee County Purchasing Office, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205 in the presence of County officials at the time and date stated. All bidders or their representatives are invited to be present.

### A.02 BID INFORMATION AND BID DOCUMENTS

Manatee County Purchasing Division posts **notices of bid or proposal opportunities and addenda** on Purchasing Division's web page at <http://www.mymanatee.org> which can be accessed by clicking on the "Purchasing" button on the left side of the screen and then clicking on the "Bids and Proposals" button and **on the County's document distribution service** at <http://www.demandstar.com>.

Bid or Proposal documents and the Notices of Source Selection related to those Bids or Proposals are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "Bids and Proposals." You may view and print these files using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the County's web page if you do not have it.

**Manatee County collaborates with the Manatee Chamber of Commerce** on distributing solicitations using the RFP Tool web page on the Chambers website: <http://www.Manateechamber.com> to post Bid and Proposal documents in a portable document format (.PDF) file. This step is in addition to the posting on Manatee County Government web pages.

Manatee County may also use an internet service provider to distribute Bids and Proposals. A link to that service <http://www.DemandStar.com>, is provided on this website under the Tab "DemandStar". Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Note: The County posts the Notice of Source Selection seven calendar days prior to the effective date of the award.

IT IS THE RESPONSIBILITY OF EACH VENDOR, PRIOR TO SUBMITTING THEIR BID or PROPOSAL, TO CONTACT THE MANATEE COUNTY PURCHASING OFFICE (see contact information on page one of this document) TO DETERMINE IF ADDENDA WERE ISSUED AND TO MAKE SUCH ADDENDA A PART OF THEIR BID or PROPOSAL.

### A.03 BID FORM DELIVERY REQUIREMENTS

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their bid delivered to the Manatee County Purchasing Office for receipt on or before the stated time and date. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Office. Bids delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense.

### A.04 CLARIFICATION & ADDENDA

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

Each bidder shall examine all Invitation for Bid 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 Invitation for Bids 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 Invitation for Bids, the County will attempt to notify all prospective bidders who have secured same, however, it shall be the responsibility of each bidder, prior to submitting their bid, 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 bid.

#### A.05 DISCLOSURE

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

Bids/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). If the County rejects all offers and concurrently notices its intent to reissue the solicitation, initial offers are exempt until the County provides notice of its intended decision, or 40 days after the opening of the new offers.

Based on the above, Manatee County will receive bids at the date and time stated, and will make public at the opening the names of the business entities of all that submitted an offer and any amount presented as a total offer without any verification of the mathematics or the completeness of the offer. Upon the expiration of the statutory term for exemption the actual documents may be inspected or copied. When County staff have completed a mathematic validation and inspected the completeness of the offers, tabulation shall be posted on [www.mymanatee.org](http://www.mymanatee.org).

#### A.06 SEALED & MARKED

Two signed documents (one original and one copy) of your bid shall be submitted in one sealed package, clearly marked on the outside "Sealed Bid #13-1460BS No-Lead Brass Water, Sewer, and Backflow Products with your company name. Address package to:

Bonnie Sietman, Senior Buyer  
Manatee County Purchasing Office  
1112 Manatee Avenue West, Suite 803  
Bradenton, Florida 34205

#### A.07 LEGAL NAME

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

#### A.08 BID EXPENSES

All expenses for making bids to the County are to be borne by the bidder.

#### A.09 IRREVOCABLE OFFER

Any bid may be withdrawn up until the date and time set for opening of the bid. Any bid 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 bids have been duly accepted by the County.

#### A.10 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the bid 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 each item or for all items combined, the bid of the lowest responsive, responsible bidder will be accepted, unless all bids are rejected. The lowest responsible bidder shall mean that bidder who makes the lowest bid 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 specifications or otherwise required by the County, and who is fit and capable to perform the bid as made.

To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the Invitation for Bids. To be a responsible bidder, the bidder 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 bidder to deliver the goods or service requested. Information the County deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

#### A.11 APPLICABLE LAWS

Bidder shall be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Purchasing Code of Laws, as amended. Any actual or prospective Bidder who is aggrieved in connection with the solicitation or award of a contract may protest in accordance with the Manatee County Code of Law.

#### A.12 CODE OF ETHICS

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

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

#### A.13 COLLUSION

By offering a submission to this Invitation for Bids, the bidder certifies that the bidder has not divulged, discussed or compared their bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to their own organization, that in connection with this bid:

- 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 bidder or with any competitor;
- b. any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to the scheduled opening, directly or indirectly to any other bidder or to any competitor;
- c. no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- d. the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid 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 accepting bona fide employees or established commercial agencies maintained by bidder for purpose of doing business.

#### A.14 BID FORMS

Bids shall be submitted on attached County forms, although additional pages may be attached. Bid Forms shall be executed by an authorized signatory who has the legal authority to make the offer and bind the company. Bidders shall comply will all bid specifications, terms, and conditions. Failure to comply shall result in contract default, whereupon, the defaulting vendor shall be required to pay for any and all reprocurement costs, damages, and attorney fees as incurred by the County.

#### A.15 DISCOUNTS

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

#### A.16 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Exempt Cert. No. 59-78-0089K; FL Sales Tax Exempt Cert. No. 85-8012622206C-6); therefore, the vendor is prohibited from delineating a separate line item in his bid for any sales or service taxes. Nothing herein shall affect the vendor's normal tax liability.

#### A.17 MATHEMATICAL ERRORS

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 bids shall be reviewed mathematically and corrected, if necessary, using these standards prior to additional evaluation.

#### A.18 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work covered by this contract shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the specifications, reference to any equipment, 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.

#### A.19 MODIFICATION OF BID SPECIFICATIONS

If a bidder wishes to recommend changes to the bid specifications, the bidder shall furnish in writing, data and information necessary to aid the County in evaluating the request to modify the bid specifications. The County is not obligated to make any changes to the bid specifications. Unless an addendum is issued as outlined in paragraph A.04, the bid specifications shall remain unaltered. **Bidders shall fully comply with the bid specifications, terms, and conditions.**

#### A.20 AMERICANS WITH 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** shall contact the person named on the first page of this Bid document at least twenty four (24) hours in advance of either activity.

#### A.21 LOBBYING

After the issuance of any Request for Proposals or Invitation for Bids, prospective bidders, proposers or any agent, representative or person acting at the request of such bidder or proposer shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposals or Invitation for Bids with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the Request for Proposals or Invitation for Bids. This prohibition begins with the issuance of any Request for Proposals or Invitation for Bids, and ends upon execution of the final contract or when the invitation or request has been canceled. 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 the Purchasing Office, in writing.**

#### A.22 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, Manatee County hereby notifies all prospective offerors that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of contract.

#### A.23 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.

#### A.24 WITHDRAWAL OF OFFERS

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

#### A.25 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

A person or affiliate who has been placed on the State's convicted vendor list following a conviction for a public entity crime, as that term is defined in Florida Statute § 287.133, may not submit a bid, proposal, or reply on a Contract to provide any goods or services to a public entity; may not submit a bid, 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 bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, 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 § 287.017 for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted list.

In addition, the Manatee County Code 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 any environmental law that, in the reasonable opinion of the purchasing official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible matter. To insure compliance with the foregoing, the Code requires all persons or entities desiring to Contract with the County to execute and file with the purchasing official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with the County. In the 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 Public Contracting and Environmental Crimes Certification are attached for this purpose.

**NOTE: ANY OR ALL STATEMENTS CONTAINED IN THE FOLLOWING SECTIONS: BASIS OF AWARD, TERMS AND CONDITIONS OF THE CONTRACT, OR SPECIFICATIONS, WHICH VARY FROM THE INFORMATION TO BIDDERS SHALL HAVE PRECEDENCE.**

## GENERAL TERMS AND CONDITIONS

### B.01 CONTRACT FORMS

The agreement resulting from the acceptance of a bid shall be made by a purchase order(s) and be bound by the terms and conditions herein.

### B.02 AUTHORIZED PRODUCT REPRESENTATION

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

### B.03 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 bid, the vendor 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 vendor shall refund to Manatee County any money which has been paid for same. The vendor will be responsible for attorney fees in the event the supplier defaults and court action is required.

### B.04 ROYALTIES AND PATENTS

The vendor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services being furnished. Vendor 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.

### B.05 INDEMNIFICATION

The successful vendor 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.

### B.06 REGULATIONS

It shall be the responsibility of the bidder to assure compliance with the Safe Drinking Water Act, OSHA, EPA and/or other Federal or State of Florida legislation, rules, regulations or other requirements, as each may apply.

## SPECIFIC TERMS & CONDITIONS

### C.01 PURPOSE

It is our intent to purchase, on an as required basis, no-lead brass water and sewer products, backflow products and related materials and accessories for delivery to the Manatee County Utilities Warehouse Facility and possible work sites within Manatee County. It is the specific purpose of this bid to establish an annual contract(s) for the required materials and to secure the cost and availability of the materials for procurement.

### C.02 BLANKET ORDERS

Blanket Purchase Order(s) shall be issued as a result of this bid. A Blanket Purchase Order number, when accompanied by a valid Release Order number provided by an authorized County department, will authorize purchases on an **"as required"** basis. (Note: The quantities shown on the Bid Form are estimates only. There is no guarantee that these quantities will be released).

A master agreement with subsequent individual release orders shall be used, therefore for payment; each invoice shall indicate the Blanket Purchase Order number followed by a valid Release Order number.

Quantities of purchases will vary depending on the authorized budget of each authorized County department. Bid items, package size, and unit prices shall be as itemized on the attachment to the Blanket Purchase Order. Make no shipments until a valid release order is provided.

### C.03 QUANTITIES

The exact quantities of the required product cannot be determined at this time, but approximated past annual usage is indicated on the Bid Form. This bid award may result in similar quantities of purchases; however, this is not guaranteed. Purchase Orders/Release Orders shall be issued on an **"AS REQUIRED"** basis; covering all or part of the specified items on bid.

### C.04 DELIVERY

All deliveries to the Utilities Warehouse Facility shall be pre-arranged between the vendor and the Utilities representative. Holiday and weekend deliveries may be needed as product use or circumstances require.

The primary goal of this contract is for the speedy acquisition of water and sewer materials and accessories; therefore, successful bidder's responsiveness under the terms of this contract is paramount. Delivery of orders resulting from award of this bid shall be made within one (1) to three (3) business days after receipt of a valid release order number, for the items listed on the Bid Form as the Top 575 items. For all other items, deliveries shall be made complete within thirty (30) calendar days after receipt of a valid release order number.

Failure to respond within the time specified may result in materials being ordered from and delivered by others and/or termination of award.

All deliveries shall be made between the hours of 9:00 A.M. and 2:30 P.M., Monday through Friday, excluding holidays, unless otherwise agreed to by buyer's representative, to the predestinated locations. Large shipments, i.e., truckloads requiring material handling equipment, must be preceded by no less than 24 hours notice.

**No drop shipments allowed unless otherwise agreed to by the County.**

Successful bidder(s) shall provide a separate delivery ticket for each delivery and will obtain authorized signatures from buyer's employee. At least one copy of the delivery ticket with pricing shall be left with the County on each delivery.

### C.05 SECURITY

Vendor shall check with and comply with each County facility's security requirements for deliveries and drivers. Minimal requirements are that deliveries will be accepted only from a driver who has a photo copy of their driver's license on file with the County. The Vendor shall provide driver's name, license number, and photo.



#### C.06 PRICES

Bidders shall bid unit prices, F.O.B. Destination, including all discounts in accordance with unit of quantity indicated on Bid Form. The prices bid 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 and materials to the point of delivery.

#### C.07 RENEWAL

If not cancelled by the Vendor or the County, this contract shall be automatically extended/renewed beyond the first twelve (12) month contract period for two (2) additional twelve (12) month periods not to exceed a total contract duration of thirty six (36) months providing there are no changes of prices, terms, or conditions. Written notice of intention not to renew shall be submitted by the successful bidder 90 days prior to the end of a contract period. Should any Vendor choose not to renew the bid awarded, the County reserves the right to terminate the Contract with that Vendor and select the next qualified bidder, or re-advertise for those bid items, or solicit a new Invitation for Bid for all items.

#### C.08 PRICE ADJUSTMENTS FOR RENEWAL PERIODS

- a. **For items listed on Bid Form:** Prices shall remain firm for the first twelve (12) month base contract term. Requested price changes for the remaining terms may be adjusted in accordance with the Producers Price Index for:

**Group A, Group B, and Group C:** Metals and Metal Products WPS105

All indexes are as provided by the Bureau of Labor Statistics website, [www.bls.gov/data/home.htm](http://www.bls.gov/data/home.htm). The base index shall be the index effective on the date of Award. The index used for each successive renewal period shall be the effective index on the date of renewal.

The maximum acceptable increase for any renewal term shall be the percentage calculated in accordance with the method described in the Producers Price Index from the Bureau of Labor Statistics.

- b. **Manufacturer's Price List:** For all other items not listed - prices may change once annually when Vendor's discount is applied to a manufacturer's new, published, suggested retail price list. The vendor's percentage discount shall remain firm for the life of the contract.

Prices shall remain firm for the first twelve month base contract term. Requested price changes for the remaining terms may be adjusted after review of manufacturer documentation and approval of the Purchasing Department and Utilities Department.

#### C.09 PAYMENT

Within forty-five (45) days after completion of work by the vendor, 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.

#### C.10 CANCELLATION

The County reserves the right to terminate a contract by giving 30 days written notice of intention to terminate if at any time the vendor fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for the convenience of the County, with or without cause.

#### C.11 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 specifications listed in this bid, 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 will be responsible for attorney fees in the event the supplier defaults and court action is required.

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

#### C.12 MATERIAL/SAFETY DATA SHEET

It shall be the responsibility of the awarded bidder(s) to submit, upon notification of award, a Material Safety Data Sheet (MSDS) for all toxic substances in accordance with Florida Statutes Chapter 442, The Right To Know Law, which mandates on-site MSDS for all toxic substances appearing in the work place.

#### C.13 CONDITIONS FOR FIRST PRIORITY SERVICE

Vendor agrees that in conditions when a local emergency has been declared by the County **OR** no-lead brass water, sewer, and backflow products would be subject to allocations based on regional or national supply, that Manatee County shall be granted a “first priority” basis for goods and services.

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

#### C.14 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.

#### C.15 FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, lack of or failure of transportation facilities, any law, proclamation, regulation ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this item.

## TECHNICAL SPECIFICATIONS

### D.01 SCOPE

The Manatee County Utilities Department currently inventories an estimated 2,700 water and sewer materials and accessories. Manatee County is seeking to establish a strategic business partnership with multiple vendors to supply brass water and sewer materials and backflow products and related accessories to the Manatee County Utilities Department Warehouse and Utilities Department Maintenance locations within Manatee County. This shall include, but not limited to, the following:

- A. Furnish and deliver requested materials within 1-3 business days to the Manatee County Utilities Warehouse. Large project orders shall be delivered to the project site or to a Utilities Maintenance location within Manatee County. Same day delivery may be required for emergencies.
- B. Provide 24/7 contact and assistance for after hours emergencies.
- C. The successful vendor(s) shall keep a minimum inventory, at their locations, of items they are awarded.
- D. Coordinate with Utilities warehouse staff to review stock levels and minimize stock outages.

### D.02 PRICING OF MATERIALS

Bidders shall bid a fixed unit price for all items listed on the bid form, and a fixed percentage discount off of a published manufacturer's price list for like items within each group that may be purchased during the life of this contract.

### D.03 BIDDER QUALIFICATIONS

To respond to delivery requests within a reasonable time, the bidder must be a stocking distributor of the items being bid.

### D.04 MATERIAL SPECIFICATIONS

All materials delivered shall comply with the Manatee County's published Utility Specifications Standards (available upon request, Manatee County Utilities). Per public law 111-380, all brass fittings 2" and under wetted by potable water shall be "No Lead" certified and carry the "NL" designation on the casting. The approved products listed for each group are those manufacturer's products that are currently being purchased by the Manatee County Utilities Department Warehouse; however, Manatee County will accept bids of equal manufacturer's products that meet the published Manatee County Utility Specifications Standards. (Manatee County Utility Specifications are currently being revised to include the no-lead (NL) requirements.

New national law amends the Safe Drinking Water Act requiring products in contact with drinking water to a 0.25% maximum lead content in the base material for all wetted components using a surface based averaging formula. The origin was Senate Bill S.3874. The new national law prohibits the use of products not meeting the 0.25% lead content requirement effective January 4, 2014. The law does not contain any exemption language for states, municipalities, or otherwise. It also does not contain certification requirements or enforcement language other than what is already in the Safe Drinking Water Act.

Affected products will transition to no-lead copper alloys or alternate materials per factory recommendations before the January 2014 cut-off date. Certification to NSF Standard 372 approvals will be expanded to all no-lead products demonstrating compliance. 85-5-5-5 products cannot be used in potable water applications after January 4, 2014.

Bidders that are submitting bids for products that are not listed in the approved products list shall submit technical specification sheets for the manufacturer's products that they are bidding, along with their bid form.

#### **1. GROUP A - MISCELLANEOUS BRASS:**

- a. **FITTINGS-** Nipples and Bushings shall be made from red brass conforming to NSF Standard 372 or latest revision thereof and have standard iron pipe threads.
- b. **VALVES-** Valves shall have a cast bronze body conforming to NSF Standard 372 with both ends having female iron pipe threads. All valves must be full port opening.

**APPROVED PRODUCTS (Fittings):**

- a. Merit Brass
- b. Cambridge Brass

**APPROVED PRODUCTS (Valves):**

- a. Red-White Valve Corporation
- b. Proflo
- c. Kitz

**2. GROUP B - BRASS SERVICE LINE FITTINGS AND ACCESSORIES:**

- a. **CURB STOPS:** Ball valves for water and reclaimed water, in sizes 3/4-inch through 2-inch, shall be brass body, stem and ball per NSF Standard 372 full port, full flow, 1/4-turn check, ball curb valves, rated for 300 psi, Ford B-Series, with compression, pack joint, flare, threaded or flanged ends as required, and locking wings.
- b. **METER COUPLINGS (Standard Length)-** Straight brass meter coupling for use with 5/8"x3/4" and 1" meters with outside iron pipe threads on tailpiece and slip-on meter swivel nut. 3/4" and 1" tailpiece must be machined inside and outside. All couplings are to be manufactured from water works brass meeting or exceeding NSF Standard 372 and supplied with 1/8" thick black EPDM or Nitrile Buna-N rubber washers.
- c. **METER COUPLINGS (Short Length)-** Straight brass meter coupling for use with 5/8"x3/4" and 1" meters with outside iron pipe threads on tailpiece and slip-on meter swivel nut. 3/4" and 1" tailpiece must have an inside hex wrench surface. All couplings are to be manufactured from water works brass meeting or exceeding NSF Standard 372 and supplied with 1/8" thick black EPDM or Nitrile Buna-N rubber washers.
- d. **CORPORATION STOPS-** Corporation stops for connections to ductile iron and PVC water and reclaimed water mains shall be all red brass, NSF Standard 372 and shall conform to AWWA C800. 1-inch through 2-inch corporation stops shall be ball type, 300 psi working pressure rated, with AWWA MIP threaded inlets and compression, pack joint, flare, or FIP threaded joint outlets, Mueller or an approved equal. All joints made to CTS size HDPE tubing shall use stainless steel insert stiffeners.
- e. **METER RESETTERS-** Meter resetters shall be the ball valve-type with full port opening and locking wing and be constructed of water works brass NSF Standard 372 Replacement resetter's inlet & outlet shall be male meter thread as to accommodate meter.
- f. **METER LOC PACS-** No substitution or equivalent for brass loc pac fitting **Ford type only.**

**APPROVED PRODUCTS:**

- a. Ford B-Series

**3. GROUP C - BACKFLOW PREVENTION DEVICES**

**ALL BACKFLOW DEVICES AND O.S.&Y. VALVES FURNISHED UNDER THIS SPECIFICATION SHALL AT MINIMUM MEET MANATEE COUNTY'S STANDARDS (MAY 2011) EDITION AND USC OR CSA REQUIREMENTS.**

**DOUBLE CHECK VALVE**

**3/4" To 2" – Double Check Valve Type**

Two independent operating spring loaded check valves. The assembly shall have two (2) ball valves and four (4) test cocks. (Example: - 3/4", 1", 1 1/2", 2").

**3" to 8" – Double Check Valve Type**

Double check valve type with two (2) independently operating spring loaded check valves. The assembly shall have two (2) O.S.Y. valves and four (4) test cocks. **O.S.Y. VALVES MUST HAVE STAINLESS STEEL NUTS AND BOLTS.** All

bolts connecting flange to flange shall be stainless steel. **Internal rubber parts of check valves shall be EPDM,** (Example: - 3", 4", 6", 8").

### **REDUCED PRESSURE TYPE**

#### ¾" to 2" – Reduced Pressure Type

Each valve with two (2) independently operating spring loaded check valves and one hydraulically dependent relief valve. The assembly shall have two (2) ball valves and four test cocks.  
(Example: - ¾" to 2").

#### 3" to 8" - Reduced Pressure Type

Two (2) independently operating spring loaded check valves and one (1) hydraulically dependent relief valve. The assembly shall have two (2) O.S.Y. valves and four (4) test cocks. **O.S.Y. VALVES MUST HAVE STAINLESS STEEL NUTS AND BOLTS.** All bolts connecting flange to flange shall be stainless steel. **Internal rubber parts of check valves shall be EPDM,** (Example: - 3", 4", 6", 8").

### **NOTE:**

In the interest of standardization and to reduce inventory costs, the only acceptable backflow preventers are Wilkins models as identified in this IFB.

### **APPROVED PRODUCTS**

- a) Wilkins

## BASIS OF AWARD

Award shall be made to the lowest responsive, responsible bidder on an “All-or-None Total Offer” per group basis. Bidders are required to bid all items within a group to be considered for award and accepting the terms and conditions of this Invitation for Bid and which meet the specifications therein. Blanket Purchase Order shall be issued on an “AS REQUIRED BASIS”. The County reserves the right to make multiple awards.

The County reserves the right to place orders with other vendors in the event of an urgent, immediate need and the availability of the products requested cannot be met by the lowest price vendor at the time of need.

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

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

BID FORM

INFORMATION FOR BID #13-1460BS

NO-LEAD BRASS WATER, SEWER, AND BACKFLOW PRODUCTS

We, the undersigned, hereby declare that we have carefully reviewed the bid documents, and with full knowledge and understanding of the aforementioned herewith submit this bid, meeting each and every specification, term and condition contained in this Information for Bid. We understand that the bid specifications, terms and conditions in their entirety shall be made a part of any agreement or contract between Manatee County and the successful bidder. Failure to comply shall result in contract default, whereupon, the defaulting vendor 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*

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: \_\_\_\_\_

ITEM	PRODUCT NUMBER	PRODUCT DESCRIPTION	QTY	U/M	MFG / PART #	UNIT PRICE	EXTENDED PRICE
		<b>GROUP A</b>					
		<b>MISCELLANEOUS' BRASS *no-lead brass*</b>					
		<b>Water and Sewer Products</b>					
A1	3B1400	BRASS ELL 90	1/4	EA	Merit or Cambridge Brass		
A2	3B1415	BRASS ELL 90	3/4	EA	Merit or Cambridge Brass		
A3	3B1420	BRASS ELL 90	1	EA	Merit or Cambridge Brass		
A4	3B1422	BRASS ELL 90	1-1/4"	EA	Merit or Cambridge Brass		
A5	3B1430	BRASS ELL 90	2	EA	Merit or Cambridge Brass		
A6	3B1170	BRASS ELL 90 Street	3/4	EA	Merit or Cambridge Brass		
A7	3B1175	BRASS ELL 90 Street	1	EA	Merit or Cambridge Brass		
A8	3B1179	BRASS ELL 90 Street	2	EA	Merit or Cambridge Brass		
A9	3B1390	BRASS ELL 45	3/4	EA	Merit or Cambridge Brass		
A10	3B1397	BRASS ELL 45	2"	EA	Merit or Cambridge Brass		
A11	3B1320	BRASS TEE	1/4	EA	Merit or Cambridge Brass		
A12	3B1335	BRASS TEE	3/4	EA	Merit or Cambridge Brass		
A13	3B1340	BRASS TEE	1	EA	Merit or Cambridge Brass		
A14	3B1350	BRASS TEE	2	EA	Merit or Cambridge Brass		
A15	3B1135	BRASS COUPLING	3/4	EA	Merit or Cambridge Brass		
A16	3B1140	BRASS COUPLING	1	EA	Merit or Cambridge Brass		
A17	3B1142	BRASS COUPLING	1-1/4"	EA	Merit or Cambridge Brass		
A18	3B1150	BRASS COUPLING	2	EA	Merit or Cambridge Brass		
A19	3B1075	BRASS REDUCING BUSHING	1/4 x 1/8	EA	Merit or Cambridge Brass		
A20	3B1090	BRASS REDUCING BUSHING	1/2 x 3/8	EA	Merit or Cambridge Brass		
A21	3B1085	BRASS REDUCING BUSHING	1/2 x 1/4	EA	Merit or Cambridge Brass		
A22	3B1095	BRASS REDUCING BUSHING	3/4 x 1/4	EA	Merit or Cambridge Brass		
A23	3B1100	BRASS REDUCING BUSHING	3/4 x 1/2	EA	Merit or Cambridge Brass		
A24	3B1035	BRASS REDUCING BUSHING	1 x 3/4	EA	Merit or Cambridge Brass		
A25	3B1043	BRASS REDUCING BUSHING	1 1/4 x 1	EA	Merit or Cambridge Brass		
A26	3B1365	BRASS REDUCING BUSHING	1 1/2 x 1	EA	Merit or Cambridge Brass		
A27	3B1355	BRASS REDUCING BUSHING	2 x 3/4	EA	Merit or Cambridge Brass		
A28	3B1360	BRASS REDUCING BUSHING	2 x 1	EA	Merit or Cambridge Brass		
A29	3B1375	BRASS REDUCING BUSHING	2 x 1 1/2	EA	Merit or Cambridge Brass		
A30	3B1285	BRASS PLUG, SOLID	1/2	EA	Merit or Cambridge Brass		
A31	3B1290	BRASS PLUG, SOLID	3/4	EA	Merit or Cambridge Brass		
A32	3B1300	BRASS PLUG, SOLID	1	EA	Merit or Cambridge Brass		
A33	3B1315	BRASS PLUG, SOLID	2	EA	Merit or Cambridge Brass		
A34	3B1180	BRASS NIPPLE	1/4 x 2	EA	Merit or Cambridge Brass		



<u>ITEM</u>	<u>PRODUCT NUMBER</u>	<u>PRODUCT DESCRIPTION</u>	<u>QTY</u>	<u>U/M</u>	<u>MFG / PART #</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
A35	3B1185	BRASS NIPPLE	25	EA	Merit or Cambridge Brass		
A36	3B1200	BRASS NIPPLE	25	EA	Merit or Cambridge Brass		
A37	3B1215	BRASS NIPPLE	25	EA	Merit or Cambridge Brass		
A38	3B1235	BRASS NIPPLE	50	EA	Merit or Cambridge Brass		
A39	3B1240	BRASS NIPPLE	30	EA	Merit or Cambridge Brass		
A40	3B1245	BRASS NIPPLE	30	EA	Merit or Cambridge Brass		
A41	3B1250	BRASS NIPPLE	15	EA	Merit or Cambridge Brass		
A42	3B1255	BRASS NIPPLE	20	EA	Merit or Cambridge Brass		
A43	3B1260	BRASS NIPPLE	20	EA	Merit or Cambridge Brass		
A44	3B1265	BRASS NIPPLE	20	EA	Merit or Cambridge Brass		
A45	3B1270	BRASS NIPPLE	10	EA	Merit or Cambridge Brass		
A46	3B1060	BRASS NIPPLE	30	EA	Merit or Cambridge Brass		
A47	3B1065	BRASS NIPPLE	30	EA	Merit or Cambridge Brass		
A48	3B1070	BRASS NIPPLE	30	EA	Merit or Cambridge Brass		
A49	3B1072	BRASS NIPPLE	15	EA	Merit or Cambridge Brass		
A50	3V1200	VALVES-BRASS-FULL PORT-BALL VALVE BRASS FIPx FIP	15	EA	Red-White Valve Corp		
A51	3V1205	BALL VALVE BRASS FIP x FIP	20	EA	Red-White Valve Corp		
A52	3V1210	BALL VALVE BRASS FIP x FIP	15	EA	Red-White Valve Corp		
A53	3V1215	BALL VALVE BRASS FIP x FIP	30	EA	Red-White Valve Corp		
A54	3V1217	BALL VALVE BRASS FIP x FIP	10	EA	Red-White Valve Corp		
A55	3V1218	BALL VALVE BRASS FIP x FIP	10	EA	Red-White Valve Corp		
A56	3V1270	CHECK SWING THREADED - 125#WSP	5	EA	PROFILE 31		
A57	3V1275	CHECK SWING THREADED - 125#WSP	5	EA	PROFILE 31		
A58	3V1285	CHECK SWING THREADED - 125#WSP	5	EA	PROFILE 31		
A59	3V1310	GATE THREAD - FULL PORT-FORGED BRASS OR CAST BRONZE, 200PSI W.O.G. - NRS ASTM B 62	5	EA	KITZ -07		
A60	3V1305	GATE THREAD - FULL PORT-FORGED BRASS OR CAST BRONZE, 200PSI W.O.G. - NRS ASTM B 62	5	EA	KITZ -07		
A61	3V1315	GATE THREAD - FULL PORT-FORGED BRASS OR CAST BRONZE, 200PSI W.O.G. - NRS ASTM B 62	5	EA	KITZ -07		
A62	3V1320	GATE THREAD - FULL PORT-FORGED BRASS OR CAST BRONZE, 200PSI W.O.G. - NRS ASTM B 62	5	EA	KITZ -07		
A63	3V1325	GATE THREAD - FULL PORT-FORGED BRASS OR CAST BRONZE, 200PSI W.O.G. - NRS ASTM B 62	5	EA	KITZ -07		

<u>ITEM</u>	<u>PRODUCT NUMBER</u>	<u>PRODUCT DESCRIPTION</u>	<u>QTY</u>	<u>U/M</u>	<u>MFG / PART #</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
A64	3V1330	GATE THREAD - FULL PORT- FORGED BRASS OR CAST BRONZE, 200PSI W.O.G. - NRS ASTM B 62	2	EA	KITZ -07		
A65	3V1340	GATE THREAD - FULL PORT- FORGED BRASS OR CAST BRONZE, 200PSI W.O.G. - NRS ASTM B 62	2½	EA	KITZ -07		
A66	3V1345	GATE THREAD - FULL PORT- FORGED BRASS OR CAST BRONZE, 200PSI W.O.G. - NRS ASTM B 62	3	EA	KITZ -07		
A67	3V1355	HOSE BIBB WITH TEE HANDLE	¾	EA	SOVAL		
		<b><u>GRAND TOTAL, GROUP A</u></b>					\$
FOR ALL OTHER ITEMS NOT LISTED ABOVE IN <b>GROUP A</b> , LIKE ITEMS MAY BE PURCHASED AT A FIXED PERCENTAGE DISCOUNT OFF A PUBLISHED MANUFACTURER'S PRICE LIST OR A FIXED PERCENTAGE MARKUP TO A PUBLISHED WHOLESALER'S PRICE LIST.							
<b><u>GROUP B</u></b>							
<b><u>BRASS SERVICE LINE FITTINGS &amp; ACCESSORIES- MUELLER WITH PACK JOINTS OR FORD</u></b>							
B1	3B1005	COUPLING, METER ¾" FORD #C38-23-1.437	50	EA	Ford #C-38-23-1.437 NL		
B2	3B1006	COUPLING, METER 1" x ¾" FORD #C-38-24-2.5	850	EA	Ford #C-38-24-2.5 NL		
B3	3B1015	COUPLING METER, FORD #C38-23-2.5	¾	EA	Ford #C-38-23-2.5 NL		
B4	3B1020	COUPLING METER, FORD #C38-44-2.625	1	EA	Ford #C-38-44-2.625 NL		
B5	3C1025	ADAPTER - MIP x CTS COMPRESSION	¾	EA	Ford #C-84-33 NL		
B6	3C1030	ADAPTER - MIP x CTS COMPRESSION	1	EA	Ford #C-84-44-NL		
B7	3C1035	ADAPTER - MIP x CTS COMPRESSION	1½	EA	Ford #C-84-66 NL		
B8	3C1040	ADAPTER - MIP x CTS COMPRESSION	2	EA	Ford #C-84-77 NL		
B9	3C1042	ADAPTER BRASS MIP X PVC COMP 2" FORD #FC8777	50	EA	Ford #C-87-77 NL		
B10	3C1045	ADAPTER - FIP x CTS COMPRESSION	¾	EA	Ford #C-14-33 NL		
B11	3C1050	ADAPTER - FIP x CTS COMPRESSION	1	EA	Ford #C-14-44 NL		
B12	3C1055	ADAPTER - FIP x CTS COMPRESSION	1½	EA	Ford #C-14-66 NL		
B13	3C1060	ADAPTER - FIP x CTS COMPRESSION: continued	2	EA	Ford #C-14-77 NL		
B14	3C1062	ADAPTER BRASS FIP X PVC COMP 2" FORD # FC1777	20	EA	Ford #C-17-77 NL		
B15	3C1065	LOC-PAC, 1½" FORD # CT35-66	60	EA	Ford #CT-35-66 NL		
B16	3C1070	LOC-PAC, 2" FORD #CT35--77	50	EA	Ford #CT--35-77 NL		
B17	3C1075	TEE CTS COMPRESSION	¾	EA	Ford #T-444-333 NL		
B18	3C1080	TEE CTS COMPRESSION	¾ x ¾ x 1	EA	Ford #T-444-334 NL		
B19	3C1090	TEE CTS COMPRESSION	1	EA	Ford #T-444-444 NL		

ITEM	PRODUCT NUMBER	PRODUCT DESCRIPTION	QTY	U/M	MFG / PART #	UNIT PRICE	EXTENDED PRICE
B20	3C1115	COUPLING - CTS COMP. x CTS COMP.	100	EA	Ford #C-44-33 NL		
B21	3C1120	COUPLING - CTS COMP. x CTS COMP.	100	EA	Ford #C-44-44 NL		
B22	3C1135	WYE CTS COMPRESSION	130	EA	Ford #Y-44-243 NL		
B23	3C1117	COUPLING, ¾" x 1" CTS FORD #C44-34	100	EA	Ford #C-44-34 NL		
B24	3C1132	UNION CMPS, BRASS 2" PVC X PVC X COMP FORD #FC7777	15	EA	Ford #C-77-77 NL		
B25	3C1138	WYE 2 x 1 COMP, FORD #Y44-274	60	EA	Ford #Y-44-274 NL		
B26	3C1221	BELL NUT, FNG D4 ¾" CRB/CRP	150	EA	Ford #FNG-D4 NL		
B27	3C1222	BELL NUT, 1" NG-FF4 FOR CORPS	200	EA	Ford #NG-FF4 NL		
B28	3C1223	BELL NUT, 1" NG-F4 FOR CURBSTOPS	150	EA	Ford #NG-F4 NL		
B29	3C1215	CORP - CC x CTS COMPRESSION- FULL PORT 300 PSI, FORD #FB1000-3	20	EA	Ford #FB1000-3 NL		
B30	3C1220	CORP - CC x CTS COMPRESSION- FULL PORT 300 PSI, FORD #FB1000-4	25	EA	Ford #FB1000-4 NL		
B31	3C1225	CORP - BALL - MIPT x FIPT	10	EA	Ford #FB1700-6 NL		
B32	3C1226	CORP - BALL - CC x FIPT	10	EA	Ford #FB1600-6 NL		
B33	3C1228	CORP - BALL - CC x FIPT	10	EA	Ford #FB1600-7 NL		
B34	3C1230	CORP - BALL - MIP x FIP, FORD #FB1700-7	60	EA	Ford #FB1700-7 NL		
B35	3C1235	CORP - MIPT x CTS COMPRESSION, FULL PORT 300 PSI FORD #FB1100-3	100	EA	Ford #FB1100-3 NL		
B36	3C1243	CORP. STOP 1" , FULL PORT 300 PSI, FORD #FB1100-4	400	EA	Ford #FB1100-4NL		
B37	3C1250	CURB BALL FULL PORT CTS COMP. x FIP W/LOCK WINGS	700	EA	Ford #FB41-333W NL		
B38	3C1255	CURB BALL FULL PORT CTS COMP. x FIP W/LOCK WINGS	1,000	EA	Ford #FB41-444W NL		
B39	3C1260	CURB BALL FIPT x FIPT FULL PORT W/LOCK WINGS	100	EA	Ford #FB11-333W NL		
B40	3C1265	CURB BALL FIPT x FIPT FULL PORT W/LOCK WINGS	25	EA	Ford #FB11-444W NL		
B41	3C1270	CURB BALL FIPT x FIPT FULL PORT W/LOCK WINGS	20	EA	Ford #FB11-666W NL		
B42	3C1275	CURB BALL FIPT x FIPT FULL PORT W/LOCK WINGS	40	EA	Ford #FB11-777W NL		
B43	3C1248	PVC CURBSTOPS, w lock rings, FORD #B71-333W	70	EA	Ford #FB71-333W NL		
B44	3C1253	FORD #B71-444W	50	EA	Ford #FB71-444W NL		
B45	3C1105	ELLS CTS COMPRESSION	45	EA	Ford #L44-44 NL		
B46	3C1256	COUPLING, 3/4 CTS, X 3/4" PVC FORD # C47-33	10	EA	Ford #C47-33 NL		
B47	3C1257	COUPLING, 1" CTS x 1" PVC FORD #C47-44	30	EA	Ford #C47-44 NL		
B48	3C1280	"Y" BRANCH, 2" x (FOUR) 1" FORD #Y11-474	10	EA	Ford #Y11-474 NL		
B49	3W1155	¾ x ¾ x 7, MUELLER B2434F OR FORD VB42 7W	375	EA	Mueller B2434F or Ford VB42 7W NL		
B50	3W1160	¾ x ¾ x 9, MUELLER B2434F OR FORD VB42 9W	50	EA	Mueller B2434F or Ford VB42 9W NL		
B51	3W1165	¾ x ¾ x 3/4 x 12, MUELLER B2434F OR FORD VB42 12W	10	EA	Mueller B2434F or Ford VB42 12W NL		
B52	3W1225	¾ x ¾ x 15, MUELLER B2434F OR FORD VB42 15W	5	EA	Mueller B2434F or Ford VB42 15W NL		
B53	3W1170	¾ x ¾ x 18, MUELLER B2434F OR FORD VB42 18W	10	EA	Mueller B2434F or Ford VB42 18W NL		
B54	3W1180	1 x 1 x 10, MUELLER B2434F OR FORD VB44 10W	5	EA	Mueller B2434F or Ford VB44 10W NL		

ITEM	PRODUCT NUMBER	PRODUCT DESCRIPTION	QTY	U/M	MFG / PART #	UNIT PRICE	EXTENDED PRICE
<b>GRAND TOTAL, GROUP B</b>							
FOR ALL OTHER ITEMS NOT LISTED ABOVE IN GROUP B, LIKE ITEMS MAY BE PURCHASED AT A FIXED PERCENTAGE DISCOUNT OFF A PUBLISHED MANUFACTURER'S PRICE LIST OR A FIXED PERCENTAGE MARKUP TO A PUBLISHED WHOLESALER'S PRICE LIST.							
<b>GROUP C</b>							
<b>BRASS BACKFLOW PREVENTION DEVICES</b>							
C1	3V1230	DOUBLE CHECK VALVE	3/4"	EA	WILKINS 34-950XL		
C2	3V1235	DOUBLE CHECK VALVE	1.0"	EA	WILKINS 1-950XL		
C3	3V1245	DOUBLE CHECK VALVE	1.5"	EA	WILKINS 112-950XL		
C4	3V1240	DOUBLE CHECK VALVE	2.0"	EA	WILKINS 2-950XL		
C5	3V1020	DOUBLE CHECK VALVE	3.0"	EA	WILKINS 3-350 AOSY-SS		
C6	3V1020D	DOUBLE CHECK VALVE W/DETECTOR	3.0"	EA	WILKINS 3-350ADA-SS		
C7	3V1025	DOUBLE CHECK VALVE	4.0"	EA	WILKINS 4-350AOSY-SS		
C8	3V1025D	DOUBLE CHECK VALVE W/DETECTOR	4.0"	EA	WILKINS 4-350ADA-SS		
C9	3V1035	DOUBLE CHECK VALVE	6.0"	EA	WILKINS 6-350AOSY-SS		
C10	3V1035D	DOUBLE CHECK VALVE W/DETECTOR	6.0"	EA	WILKINS 6-350ADA-SS		
C11	3V1030	DOUBLE CHECK VALVE	8.0"	EA	WILKINS 8-350AOSY-SS		
C12	3V1030D	DOUBLE CHECK VALVE W/DETECTOR	8.0"	EA	WILKINS 8-350ADA-SS		
C13	3V1360	REDUCED PRESSURE TYPE	3/4"	EA	WILKINS 34-975XL		
C14	3V1365	REDUCED PRESSURE TYPE	1.0"	EA	WILKINS 1-975XL		
C15	3V1370	REDUCED PRESSURE TYPE	1.5"	EA	WILKINS 112-975XL		
C16	3V1375	REDUCED PRESSURE TYPE	2.0"	EA	WILKINS 2-975XL		
C17	3V1005	REDUCED PRESSURE TYPE	3.0"	EA	WILKINS 3-375AOSY-SS		
C18	3V1005D	REDUCED PRESSURE TYPE W/DETECTOR	3.0"	EA	WILKINS 3-375ADA-SS		
C19	3V1010	REDUCED PRESSURE TYPE	4.0"	EA	WILKINS 4-375AOSY-SS		
C20	3V1010D	REDUCED PRESSURE TYPE W/DETECTOR	4.0"	EA	WILKINS 4-375ADA-SS		
C21	3V1015	REDUCED PRESSURE TYPE	6.0"	EA	WILKINS 6-375AOSY-SS		
C22	3V1015D	REDUCED PRESSURE TYPE W/DETECTOR	6.0"	EA	WILKINS 6-375ADA-SS		
C23	3V1017	REDUCED PRESSURE TYPE	8.0"	EA	WILKINS 8-375AOSY-SS		
C24	3V1017D	REDUCED PRESSURE TYPE W/DETECTOR	8.0"	EA	WILKINS 8-375ADA-SS		
<b>GRAND TOTAL, GROUP C</b>							
FOR ALL OTHER ITEMS NOT LISTED ABOVE IN GROUP C, LIKE ITEMS MAY BE PURCHASED AT A FIXED PERCENTAGE DISCOUNT OFF A PUBLISHED MANUFACTURER'S PRICE LIST OR A FIXED PERCENTAGE MARKUP TO A PUBLISHED WHOLESALER'S PRICE LIST.							
						% submit a detailed attachment if applicable	\$

Attachment "A"

STATEMENT OF NO OFFER

INVITATION FOR BID #13-1460BS

NO-LEAD BRASS WATER, SEWER, AND BACKFLOW PRODUCTS

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

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

We, the undersigned, have declined to bid on IFB #13-1460BS, 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

### E.01 Vendor Registration

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

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, bid, and proposal opportunities to your business.

## MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

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

(a) Whenever a responsible local business bidder and a responsible non-local business bidder are found, upon the opening of bids, to have both submitted the lowest responsive bid, the bid of the local bidder shall be awarded the contract. Should more than one responsible local business bidder match the responsible non-local business bidder's lowest responsive bid, or should no responsible local business bidder match the lowest responsive bid but two or more responsible non-local business bidders submit lowest responsive bids 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 bidders seeking to be recognized as local businesses for purposes of this local business preference provision may be required by the terms of the bid 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 bidding 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 bids when the bidder'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 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 employees at that location.

**(d) Each solicitation for bids 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 bid pursuant to a request for bids, all bidders 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;
5. 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.

(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 bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;
2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the bid announcement;
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 bid pursuant to this Invitation for Bids, 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 Bid 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 bid 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



Attachment "B"

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

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

\_\_\_\_\_  
[Signature]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 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.