

**INVITATION FOR BID #09-0381DC
WATER VALVE EXERCISING AND MAINTENANCE**

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

INFORMATION CONFERENCE

In order to insure that all prospective Bidders have sufficient information and understanding of the County's needs, an information conference will be held **April 21, 2009 at 10:00 A.M.** at the Manatee County Administrative Center, Purchasing Conference Room, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida.

DEADLINE FOR CLARIFICATION REQUESTS: April 23, 2009 at 3:00 P.M.

DATE DUE AND TIME

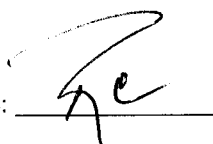
Bids will be received until **May 5, 2009 at 3:00 P.M.** at which time they will be **publicly opened**. All interested parties are invited to attend this opening.

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**Important note: A prohibition of Lobbying has been enacted.
Please review paragraph A.21 carefully to avoid violation and possible sanctions.**

FOR INFORMATION CONTACT:
DEBORAH CAREY-REED
PHONE (941) 749-3074 FAX (941) 749-3034
EMAIL: deborah.carey-reed@mymanatee.org

AUTHORIZED FOR RELEASE: 

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 DEADLINE FOR CLARIFICATION REQUESTS

April 23, 2009 at 3:00 P.M. shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bid to the Manatee County Purchasing Office.

This deadline has been established to maintain fair treatment for all potential bidders, while maintaining the expedited nature of the Economic Stimulus that the contracting of this work may achieve.

A.05 CLARIFICATION & ADDENDA

Each Bidder shall examine all Invitation for Bids 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 Bid 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 Bid, the County will BROADCAST THE ADDENDA ON ONVIA DEMANDSTAR TO "PLANHOLDERS" IDENTIFIED ON THIS WEB SERVICE; however, it shall be the responsibility of each Bidder, prior to submitting their bid, to contact the Manatee County Purchasing Office (see contact information on page 1) to determine if addenda were issued and to make such addenda a part of their bid.

A.06 SEALED & MARKED

One original and two copies of your bid shall be submitted in one sealed package, clearly marked on the outside "**IFB #09-0381DC Water Valve Exercising and Maintenance**" and addressed to:

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

SECTION A: INFORMATION TO BIDDERS

A.01 OPENING LOCATION

These bids will be publicly opened at Manatee County Purchasing, 1112 Manatee Avenue West, 8th Floor, Suite 803, Bradenton, Florida 34205, in the presence of County officials at the time and date stated on the cover sheet. All Bidders or their representatives are invited to attend.

A.02 BID INFORMATION AND PROPOSAL DOCUMENTS

Bids and Proposals on <http://www.mymanatee.org>

Bid 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, 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.

A public internet connection is available during regular business hours in the lobby of the Purchasing Division. If you have questions which cannot be answered by these sources, please contact the individual named on the front page of the Bid.

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A.07 LEGAL NAME

Bids shall clearly indicate the legal name, address and telephone number of the Bidder (company, firm, partnership, individual). 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 DISCLOSURE

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

Bids become "Public Records" ten (10) days after the bid opening or if an award decision is made earlier than this time as provided by Florida Statue 119.071. No announcement or review of the bid documents shall be conducted at the public opening of the bids.

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, a tabulation shall be posted on www.mymnatee.org.

A.11 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 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.

A.11 RESERVED RIGHTS (cont'd)

To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the Invitation For Bid. 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 furnish the 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.12 APPLICABLE LAWS

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Purchasing Code Ordinance 08-43, as amended. Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of a contract may protest to the Board of County Commissioners of Manatee County as required in Section 2-26/61 of the Purchasing Code.

A protest with respect to this Invitation for Bid shall be submitted in writing prior to the scheduled opening date of this bid, unless the aggrieved person did not know and could not have been reasonably expected to have knowledge of the facts giving rise to such protest prior to the scheduled opening date of this bid. The protest shall be submitted within seven calendar days after such aggrieved person knows or could have reasonably been expected to know of the facts giving rise thereto.

A.13 CODE OF ETHICS

With respect to this bid, if any Bidder 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 Bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for work or for goods or services for Manatee County.

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

A.14 COLLUSION

By offering a submission to this Invitation for Bid the Bidder certifies the Bidder has not divulged to, discussed or compared his 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 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 prior to the scheduled opening directly or indirectly 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 as 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 for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees.

A.15 BID FORMS

Bids must be submitted on attached County forms, although additional pages may be attached. **Bidders must fully comply with 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 re-procurement costs, damages, and attorney fees as incurred by the County.

A.16 DISCOUNTS

Any and all discounts must 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.17 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. **51-02-027548-53C**); 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.18 MATHEMATICAL ERRORS

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s), the extension totals will prevail. All bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

A.19 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.20 MODIFICATION OF BID OR PROPOSAL 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 specifications. The County is not obligated to make any changes to the bid specifications. Unless an addendum is issued as outlined in paragraph A.05, six calendar days prior to the bid, the bid specifications shall remain unaltered. **Bidders must fully comply with the bid specifications, terms, and conditions.**

A.21 LOBBYING

After the issuance of any Invitation for Bid, prospective Bidders or any agent, representative or person acting at the request of such Bidder shall not contact, communicate with or discuss any matter relating in any way to the Invitation for Bid with any officer, agent or employee of Manatee County other than the Purchasing Director or as directed in the Invitation for Bid. This prohibition begins with the issuance of any Invitation for Bid and ends upon execution of the final contract or when the 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 Division, in writing.

A.22 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or 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 Section 287.017 for Category Two (as of 1/01/2005 is \$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

A.23 DRUG FREE WORK PLACE

Drug Free Workplace Program: Manatee County Board of County Commissioners adopted a policy regarding maintaining a Drug Free Workplace, Resolution R-93-22. Bidders are asked to review the attached copy of the Resolution and provide either a certification of compliance with the program outlined in this Resolution or describe your firm's policy or program as it relates to maintaining a drug free workplace. This response will be considered with the other criteria described herein.

A.24 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

In accordance with Ordinance 08-43, adding Article 5, Manatee County Board of County Commissioners adopted a policy prohibiting the award of County contracts to persons, business entities, or affiliates of business entities who have not submitted written certification to the County that they have not been convicted of bribery, attempted bribery, collusion, restraints of trade, price fixing, and violations of certain environmental laws. A Non-Conviction Certification Form is attached for this purpose.

A.25 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 the **public meetings** specified herein (i.e. Information Conference or Bid Opening), should contact the person named on the first page of this document at least twenty four (24) hours in advance of the activity.

A.26 EQUAL EMPLOYMENT OPPORTUNITY

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 prospective Bidders that they will affirmatively ensure that in any contract entered into pursuant to this advertisement, 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, creed, sex, age or national origin in consideration for an award.

A.27 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.

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.

SECTION B: GENERAL TERMS AND CONDITIONS**B.01 CONTRACT FORMS**

The agreement resulting from the acceptance of a bid shall be in the form of a purchase order and shall be bound by the terms and conditions herein.

B.02 ASSIGNMENT OF CONTRACT

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or of his right, title, or interest therein, or his power to execute such contract, or to assign any monies due or to become due thereunder to any other person, firm or corporation unless first obtaining the written consent of the County. The giving of such consent to a particular subcontractor assignment shall not dispense with the necessity of such consent to any further or other assignment.

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, 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 he is furnishing. 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 any OSHA, EPA and/or other Federal or State of Florida rules, regulations or other requirements, as each may apply.

SECTION C: SPECIFIC TERMS AND CONDITIONS

C.01 PURPOSE

The Manatee County Utility Department desires to initiate this annual contract for a water valve assessment, improvement, and information program which serves these primary purposes:

- to evaluate and improve the operability of valves in the water distribution system through hands on field activities; and
- to document, integrate and analyze location, operational and physical information of valves in the water distribution system through professional services activities.

C.02 QUANTITIES

The quantities listed on the Bid Form page represent the County's best estimate of the current number of valves to be serviced per year and may be used by the Bidder as a guide; however, no warranty or guarantee of quantities to be serviced is given or implied. It is understood that the contractor will furnish the County's needs as they arise.

C.03 WORK SCHEDULE

Manatee County will provide contractor with a half-section map and a listing of valves to be located in the area. Contractor shall provide Manatee County with a work schedule for completion of the valves to be serviced.

C.04 PRICES & TERM

Bidders shall bid a unit price (per valve), including all discounts, that will include all cost associated with the valve exercising program. The prices bid shall be firm for a period of one year and shall include payment in full for all transportation, labor, and equipment used in providing the required services.

C.05 RENEWAL

This contract is for a one (1) year valve program renewable for two (2) additional years as determined by Manatee County and based on the availability of funds for each year. If not cancelled by the contractor or the County, **this contract shall be automatically extended/renewed** beyond the first 12 month contract period for two additional 12 month period not to exceed a total contract duration of 36 months providing there are no changes of prices, terms or conditions. **Written notice of intention not to renew must be submitted by the successful bidder 90 days prior to the end of a contract period.**

C.06 PAYMENT

The contractor shall be paid according to bid costs for services rendered. Payment shall be made upon half-section area / route completion after an invoiced description of all valve activities and discrepancies have been reviewed. The contractor will submit each invoice in sufficient detail to document the completed work. Invoices will not be accepted on more frequent intervals than once a month and contain the following information: purchase order number, copy of service reports including description of work and location, and total cost.

C.07 CANCELLATION

Any failure of the contractor to furnish or perform the Work (including, but not limited to, commencement of the Work, failure to supply sufficient skilled workers or suitable materials or equipment) in accordance with the contract, the County may order the stop of the Work, or any portion thereof, until the cause for such order has been eliminated. If the contractor persistently fails to perform the Work in accordance with the contract, the County reserves the right to terminate the contract and select the next qualified bidder or re-advertise this procurement in part or in whole. The County reserves the right to cancel all or any undelivered or unexecuted portion of this contract with or without cause.

C.08 WARRANTY AND GUARANTEE PROVISIONS

All work, materials, and equipment furnished as defined herein shall be guaranteed and warranted by the contractor for a minimum period of one year, unless otherwise specified, from final acceptance by the Owner to be free from defects due either to faulty materials or equipment or faulty workmanship.

C.09 INSURANCE

The contractor will not commence work under a contract until all insurance under this section and such insurance coverage as might be required by the County has been obtained. The contractor shall obtain, and submit to Purchasing within 15 calendar days of request, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

a. Workers' Compensation/Employers' Liability

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

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

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

C.09 INSURANCE (cont'd)

b. Commercial General Liability

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

General Aggregate:

Products/Completed Operations Aggregate	<u>\$1,000,000</u>
Personal and Advertising Injury	<u>\$300,000</u>
Each Occurrence	<u>\$300,000</u>
Fire Damage (Any One Fire)	\$ Nil
Medical Expense (Any One Person)	\$ Nil

c. Business Auto Policy

Each Occurrence Bodily Injury and Property Damage Liability Combined	<u>\$300,000</u>
Annual Aggregate (if applicable):	<u>\$1,000,000</u>

d. Owners Protective Liability Coverage

The minimum OPC Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the contractor shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability coverage. The limits afforded by the OPC Policy and any excess policies shall apply only to the Owner and the Owner's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

e. Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the six above paragraphs a., b., c., and d., shall be filed with the Purchasing Director before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number, project title and location of project. Insurance shall remain in force at least one year after completion and acceptance of the project by the County, in the amounts and types as stated herein, with coverage for all products and services completed under this contract.

ADDITIONAL INSURED: - The contractor shall name Manatee County as additional insured in each of the applicable policies.

If the initial insurance expires prior to the completion of operations and/or services by the contractor, renewal certificates of insurance and required copies of policies shall be furnished by the contractor and delivered to the Purchasing Director 30 days prior to the date of their expiration.

SECTION D: TECHNICAL SPECIFICATIONS

D.01 GENERAL OVERVIEW

The County of Manatee, Utility Department, provides water and wastewater services to more than 105,000 customers. To ensure the reliability of a critical component of the distribution system and to protect the health and well being of customer, the County is requiring the expertise of a technical firm to provide experienced, professional, and qualified personnel to locate, identify, assess, clean out, inspect, exercise, flow test, perform manufacturer's scheduled maintenance, perform minor repairs, record mapping grade GPS data, document, create a deliverable database, create work orders, and analyze the results of valves in support of the County's distribution system.

Manatee County's distribution system includes approximately 20,000 valves and staff desires to implement an annual assessment and exercise program in which approximately 10,000 valves are serviced per year.

Based on the above descriptions and estimated quantities, the County makes no guarantees as to quantities and quality of the services within the distribution system.

Period of performance shall be for one year with an option for two additional one-year periods.

D.02 REQUIREMENTS

- a. **Locate the valves** – The contractor will locate all water distribution valves using the following guidelines:
 1. The contractor will search for all valves visually using the available distribution maps.
 2. The contractor will search for water valves shown, but not identified by visual inspection, using a magnetic locator, probing rods, and other industry tools.
 3. If the valve cannot be located after searching for fifteen minutes, the valve will be labeled "cannot locate" and documented as a work order and cumulatively identified on a section map. Payment will be charged at no more than ½ the full valve assessment rate.
- b. **Identify the valves** – Each valve has been given a unique identifier by the contractor that will consist of the map number and specific valve number. This unique identifier will not replace Manatee County's existing global identifier (if one exists).
- c. **Access the valves** – The contractor shall be authorized to remove the valve box cover in order to access the valve. If, after attempting to remove the valve cover it is clear that the cover is "stuck", the cover will be broken, the valve accessed, and the cover (provided by Manatee County) replaced.

D.02 REQUIREMENTS (cont'd)

- d. **Clean out valve box and vault** – The contractor will remove (vacuum out) debris or pump out water from the box/vault in order to allow access to the valve-operating nut and bonnet bolts where possible. In every case, the operating nut must be exposed and clearly visible (not under water or debris) when the valve is exercised. In order to provide this service the contractor must provide a vacuum and water pump with every work crew.
- e. **Inspection** – The contractor will perform a visual inspection of the valve and valve box/vault. This inspection will be conducted from street level and is intended to discover discrepancies that are readily visible from above ground. The specific inspection information to be documented is noted in the Documentation section listed below.
- f. **Valve exercising** – The contractor will exercise each valve a minimum of two full cycles and operations and exercising will continue until operating torque stabilizes without measureable decreases and valve turn count stabilized without measurable increases. (Exercise is defined as a full cycle, from open to shut to open again). All valves will be exercised with the minimum torque required so as to minimize the possibility of damaging the valve. Torque will be reduced immediately following initial movement of the valve to the lowest foot-pound required to continue moving the valve. The contract will flow a nearby hydrant when exercising valves. Specific valve exercising guidelines are noted below.
1. All 4" and smaller valves will be exercised manually (one person on a hand key).
 2. 6" to 12" valves will be exercised manually or with an electric or hydraulic valve exerciser with torque control and an automated turn's counter.
 3. Valves equal to or larger than 16" will be exercised on a case-by-case basis at the sole discretion of Manatee County.
 4. The contractor will immediately notify the County of any valves found closed or broken, or if any unsafe conditions are observed.
 5. The awarded bidder will provide detailed, written valve-exercising processes that will be used by its project team that will include torque limits for ever valve type and size anticipated in the scope of this contract.
 6. If the valve fails to cycle at the torque limit, the exercise process will stop immediately. Additional torque may be applied to the valve, as directed by the County (with input from the contractor) until the valve turns or the operation is suspended again at a higher torque.
 7. The bypass valve will be exercised first (if present). If the bypass valve does not operate, the main valve will be exercised between 50 and 75 percent of its travel in order to insure it does not become hydraulically locked in the closed position.

- g. **Valve marking** – Valve lid covers will be marked, as the inspection and exercising process is completed, with blue marking paint (paint to be provided by Manatee County). The mark is intended to provide field evidence of work completed at an individual valve.

D.03 EQUIPMENT

The contractor shall provide all necessary materials, equipment, labor, and incidentals (unless otherwise specified herein) required to complete the work under this contract for a valve exercising and maintenance program. The bidder shall provide a listing of equipment as delineated below that will be used in the completion of this contract.

- a. Valve Exercising – List the make, model, year, and operating system version for hydraulic valve turning equipment. Identify software system used for creating torque charts – including version.
- b. Industrial Vacuum – List the make, model, and year of the industrial strength vacuum with a minimum capacity of 300 CFM.
- c. Mapping Software – Identify the software system proposed by the contractor to create supporting map documents listed in the Reports section.

D.04 GPS MAPPING

All the water valves encountered in this contract are to be GPS mapped within sub-meter accuracy and the data delivered in a database compatible with Manatee County GIS software. Coordinate data shall be field collected with autonomous GPS readings and subsequently differentially corrected via post-processing. The contractor shall further refine positions through filtering and inspection to eliminate noise, problematic satellite geometry and multi-path degradation. Point valve features shall be collected at an epoch of 1 second with a minimum occupation of 20 seconds. Specific parameters include:

- Elevation mask: 15 degrees above the horizon
- Coordinate system: as agreed with Manatee County
- Satellites: ≥ 4
- Position Dilution of Precision (PDOP): < 6
- Horizontal Dilution of Precision (HDOP): < 4
- Minimum number of raw positions collected: 20
- In the event of obstructions – where a clear GPS position cannot be captured – a laser offset will be executed from a nearby location

At a minimum, and in addition to database attribute requirements, the following coordinate data items shall be generated as a result of this process.

- | | |
|------------------------|----------------------|
| • PDOP value | - Standard Deviation |
| • HDOP value | - cor File Name |
| • Correction Status | - X-coordinate |
| • Date Recorded | - Y-coordinate |
| • Time Recorded | |
| • Total Positions | |
| • Filtered Positions | |
| • Horizontal Precision | |
| • Vertical Precision | |

D.05 DOCUMENTATION

Valve documentation data will be collected on each valve and will be agreed upon with Manatee County in advance of work startup. Data documentation will include, at a minimum:

- a. **Physical data** – Identification (ID) number, map number, valve size, type of valve, use of valve, valve structure, depth of valve, number of turns, torque, if clean out was necessary, valve discrepancies (by category and details), box/vault discrepancies (by category and details), additional physical information as necessary.
- b. **Location data** – Mapping grade GPS coordinate data parameters noted in the GPS mapping section.
- c. **Discrepancies** – Details on discrepancies so that a work order (as described below) can be concisely created.

D.06 DELIVERABLE DATABASE

The contractor will provide applicable valve data in a spatially accurate format compliant with Manatee County's existing data structure. Contractor shall be able to fully integrate data into ESRI and also torque chart data shall be integrated into the Manatee County Utility Department VITALS program. Metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy, are to be submitted with final and interim data deliveries. The database shall contain the information agreed to by Manatee County and at a minimum the following attribute data:

- A unique identification number
- -Data Dictionary
- -Source Document Reference
- -Date of Operation
- -Valve Size
- -Valve Type
- -Use of valve
- -Valve Structure
- -Boolean (vacuumed or pumped)
- -Operating Nut Depth
- -Boolean (whether exercised)
- -Close Direction
- -Number of Turns
- -Final Torque
- -Other value added attribute items as agreed
- Torque chart for large valves
- Valve Condition (operable, inoperable)
- Valve discrepancies
- Structure discrepancies
- PDOP value
- HDOP value
- Correction Status
- Date Recorded
- Time recorded
- Total Positions
- Filtered Positions
- Horizontal precision
- X-coordinate
- Y-coordinate

Before work is to commence, Manatee County and the contractor shall agree to the alignment on specific data schemas to be employed, as well as the specific features to be collected. They shall also agree to the format this feature data will conform to, and the final resting place for all collected and calculated information within Manatee County data infrastructure so that it can be appropriately mapped and accessed by Manatee County staff.

D.07 WORK ORDERS

The contractor will create work orders (per form attached) for all required repairs that are needed in order to bring the valves in the system up to 100% operability. These work orders will be captured and managed in a work order database to be provided by the contractor. Work orders will specifically note the discrepancy of the valve and the repair activity required to return the valve to full operability. Work orders will contain, if available, the following information:

- Valve ID
- Map number
- Size of valve
- Type of valve
- Specific valve discrepancy (category and details)
- Specific repair activity required to return the valve to full operability
- Location (cross-street, nearest home address, etc.)

D.08 EVALUATION REPORT

The contractor will evaluate and analyze the results of the program and develop an evaluation report for Manatee County. This evaluation report will include an analysis of the results of the contract, findings, learning's, suggestions, and recommendations for the County.

D.09 REPORTS

At a minimum the following deliverable reports will be presented periodically to the County:

- Validated compliant database
- Annotated maps which depict the program area
- A list of recommended valve repairs
- Work orders for these repairs
- A list of recommended valve replacements
- Evaluation report

D.10 SCHEDULING

The contractor will develop an overall schedule of work to be approved by Manatee County Utilities prior to the commencement of work. Manatee County shall approve the work schedule before allowing the contractor to proceed.

D.11 SAFETY

The contractor will abide by all OSHA safety regulations in the fulfillment of this contract. The contractor shall provide all traffic control services necessary to insure a safe working environment for the fulfillment of the contract. At a minimum, all work vehicles will have amber warning lights, strobe lights, directional arrow board lights, communications equipment and will clearly identify the contractor.

D.12 PROFESSIONALISM

The contractor will insure that all activities are conducted in a professional manner. At a minimum the contractor provider will insure all personnel are in an approved uniform, all field equipment is maintained clean and neat, all trucks are clearly identified with the contractor's name and contact phone number and maintain written procedures for field operations and information management processes.

SECTION E:
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.

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 as well as using the same vendor categories for registration.

Our staff can assist you with your registration as needed. Our office hours are 8:00 A.M. to 5:00 P.M., Monday through Friday on regular business days. Please call (941) 749-3014 if you wish to have a purchasing staff member assist you.

Quick steps to on line registration: **www.mymanatee.org**

A link to "Purchasing" is listed under the "Quick Links" on page one of this County Web Site.

On the left hand side of the Purchasing Web page, click on "Vendor Registration."

This will bring up the Vendor Registration form for on-line input. Please note that the definition of a "Local Business" changed on March 17, 2009. The Web page will be updated to include the current Law which has been provided in this section of the 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.

E.02 SECTION 2-26-6 LOCAL PREFERENCE, TIE BIDS, LOCAL BUSINESS DEFINED

1. 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.
2. 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.
3. 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.
4. **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.**
5. 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.
6. Local preference shall not apply to the following categories of contracts:
 - a. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;

- b. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;
 - c. 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;
 - d. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;
 - e. 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.
7. To qualify for local preference under this section, a local business must certify to the County that it:
- a. 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;
 - b. 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;
 - c. 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] _____

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 un-resolved 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 within 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 legal current 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 W., Bradenton, FL 34205

SECTION F: BASIS OF AWARD**F.01 BASIS OF AWARD**

Award shall be to the most responsive, responsible bidder meeting specifications and having the lowest Total Bid Price for the requirements listed on the Bid Form for the Work as set forth in this Invitation for Bids. Bid Prices shall include costs for furnishing all labor, equipment and/or materials for the completion of the Work in accordance with and in the manner set forth and described in the Contract Documents to the County's satisfaction within the prescribed time.

In evaluating bids, the County shall consider the qualifications of the bidders; and if required, may also consider the qualifications of the subcontractors, suppliers, and other persons and organizations proposed. County may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work.

F.02 QUALIFICATIONS OF BIDDERS

- a. Contractor is required to have performed water valve assessment, rehabilitation and information management work for a minimum of five (5) years. Contractor is to submit references for water valve exercise and maintenance services similar in cost, type, size, and nature as the one proposed herein for not less than three (3) governmental agencies in the last three (3) years.
- b. Contractors to submit references for three (3) water valve assessment, improvement and information management projects, one of which must have at least 25,000 valves completed (not including hydrant isolation valves).
- c. Contractor is required to have performed water valve assessment, rehabilitation and information management work on a minimum of 50,000 mainline valves (not including hydrant isolation valves) and 1,000 valves that are 20" and larger. Contractor to submit references for three (3) projects for which this work was performed.
- d. Contractor is required to have performed a minimum of 25,000 submeter, post processed, GPS positions on water valves or hydrants. Contractor to submit references for three (3) projects for which this work was performed.

F.02 QUALIFICATIONS OF BIDDERS (cont'd)

- e. Contractor shall employ a Project Manager for this project who has a minimum of three (3) years continuous field and supervisory experience in the areas defined within this project specifications. This person shall be onsite at project startup, make periodic onsite inspections of the worksite, monitor the project progression and be available to (in communication with) the Manatee County Utility Operations to answer questions and assist with the successful completion of this project. This persons shall be trained (certified where applicable) in traffic control, and OSHA requirements.
- f. To demonstrate qualifications to perform this contract, the Bidder must be prepared to submit within five (5) days of the County's request; written evidence such as financial data, previous experience, present commitments, and other such data as may be requested for evaluation. Bidder must be able to provide evidence of Bidder's qualification to do business in the State of Florida. Each Bidder shall submit as a portion of their bid the attached Questionnaire and submit proof as meeting the minimum qualifications listed immediately above (submit on separate sheet and attach to bid).
- g. Contractors that have failed to meet a Project Completion Date within the past five (5) years shall not be considered for award.
- h. If subcontractors are included in the bid submitted, they to shall meet the minimum qualifications. Subcontractors shall include, as part of the primary Bidder's submittal, all proof, documentation, question responses in the same manner as instructed in this Invitation for Bid for the Bidder.
- i. References to be included in submittal (for Bidder and subcontractors) should include:
- Governmental agencies/company name and location
 - Project Name, identification
 - Year contract executed; year contract completed (or percentage completed)
 - Project contact: Person's name, address, phone number
 - Contract cost; service type; number of valves assessed in the program.

SECTION G: BID FORM
(Submit in Triplicate)

For: Water Valve Exercising and Maintenance

	DESCRIPTON	ANNUAL ESTIMATE	U/M	UNIT PRICE	EXTENDED PRICE
1	Locate, identify, assess, clean out, inspect, exercise, record mapping grade GPS data, document, create a deliverable database, create work orders, and analyze the results of the valves in the Manatee County water distribution system.	10,000	EA	\$	\$
2	Non-visible valves that cannot be located. (to be paid at no more than 1/2 of the unit price of Item 1 per Bid Article D.02)	100	EA	\$	\$
	TOTAL BID PRICE				\$

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 the Invitation 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 contractor shall be required to pay for any and all reprocurment costs, damages, and attorney fees as incurred by the County.

Communications concerning this Bid shall be addressed as follows:

Person's Name: _____

Address: _____ Phone: _____

Date: _____ Email Address: _____

COMPANY'S NAME: _____

AUTHORIZED SIGNATURE: _____

Name and Title of Above Signer(s)

CO. MAILING ADDRESS: _____

TELEPHONE: () _____ FAX: () _____

Acknowledge Addendum Nos. _____ Dated: _____

ATTACHMENT A

Drug Free Work Place Certification

SWORN STATEMENT PURSUANT TO RESOLUTION R-01-36 SECTION 4, E (1) (a)
MANATEE COUNTY PURCHASING POLICIES, ON DRUG FREE WORK PLACES

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 will provide a drug free work place by:

(1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by ' 893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

- (i) the dangers of drug abuse in the work place;
- (ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
- (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) the penalties that may be imposed upon employees for drug abuse violations.

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

- (i) abide by the terms of the statement; and
- (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

(4) Notifying the County within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug free work place through implementation of sections (1) through (5) stated above.

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:

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or Resolution R-01-36 Section 4, E (1) (a) or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by Resolution R-01-36 Section 4, E (1) (a).

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 200__ by _____.

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

Notary Public Signature My commission expires _____

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

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 bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

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

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

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

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

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

[Signature]

STATE OF FLORIDA
COUNTY OF _____

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

ATTACHMENT C

STATEMENT OF NO BID

If you do not intend to bid please complete and 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 Bid No.: 09-0381DC Water Valve Exercising and Maintenance for the following reason(s):

- Specifications too restrictive, i.e., geared toward one brand or manufacturer.
- Insufficient time to respond
- We do not offer this product or service
- Our schedule would not permit us to perform
- Unable to meet specifications
- Unable to meet Bond requirement
- Specifications unclear (explain below)
- Unable to meet insurance requirements
- Remove us from your "Bidders List"
- Other (specify below)

REMARKS:

We understand that if we do not submit a Bid and this Statement of No Bid is not executed and returned, our company may not be contacted by you for this commodity or service.

Company Name: _____

Company Address: _____

Telephone: _____ Fax: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)

email address: _____

CANDY # _____



Manatee County Utility Operations Water Distribution Work Order

CREW ID _____

W/O # _____

Location: _____ Reported by: _____

Situation/Action: _____ Phone No: _____

CURRENT METER / NEW SERVICE		REPLACEMENT METER		(Circle)	
				MATERIAL	CAUSE
Old Meter Number _____	New Meter Number _____	160 PVC	AUGER		
Manufacturer _____	Manufacturer _____	ASBESTOS/CONCR. PIPE	BACKFLOW DEVICE		
Size _____	Size _____	BRASS	BACKHOE		
Meter Reading _____	Meter Reading _____	C900 PVC	CONTRACTOR		
Conductivity Reading _____	Bill for Damages <input type="checkbox"/> YES <input type="checkbox"/> NO	C905 PVC	CORROSION		
Work Date: _____	Adjustment Due <input type="checkbox"/> YES <input type="checkbox"/> NO	CAST IRON PIPE	CUSTOMER PROBLEM		
LABOR		COPPER	DIR BORE		
Tech IDs	Time	Hours	DUCTILE IRON PIPE	HOMEOWNER MOWER	
	Start End	Reg. O.T.	GALV	ROOTS-COUNTY ROCK	
	AM AM PM PM		HIGH DENSITY POLYETHYLENES	SETTLEMENT	
			REINFORCED CONCRETE PIPE	SHOVEL / POST HOLE DIGGER	
			RECLAIMED	VANDALISM	
			SCH 40 PVC	VEHICLE	
			SCH 80 PVC	WEATHER	
			SS	WATER HAM	
				WATER SOFTNER	

PARTS / MATERIALS				EQUIPMENT USAGE		
Qty	Unit	Part ID	Description	Vehicle ID / Asset No.	Description	Usage Hours

Work Notes / Comments: _____