

**MANATEE COUNTY GOVERNMENT  
INVITATION FOR BID (IFB) #09-0897-OV  
Replacement Pumps for Lift Stations 230/460 Volt 3 Phase  
Submersible Pumps**

Manatee County, a political subdivision of the State of Florida, (hereinafter "Manatee County" or the "County" or "Owner") 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.

**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 March 25<sup>th</sup> at 2:00 P.M. at the Manatee County Public Works Department, Project Management Division, 1022 26<sup>th</sup> Avenue East, Bradenton, FL 34208, Public Works Conference Room "A".** All interested bidders are encouraged to attend.

**Deadline for Clarification Requests: April 1, 2009**

**TIME AND DATE DUE: April 7, 2009 at 3:00 P.M.**

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**Important Note:**A prohibition of Lobbying has been enacted. Please review paragraph A.24 carefully to avoid violation and possible sanctions.

**FOR INFORMATION CONTACT:**

**Olga Valcich, Construction Buyer**  
Phone (941) 708-7527 – Email: [olga.valcich@mymanatee.org](mailto:olga.valcich@mymanatee.org)

AUTHORIZED TO RELEASE \_\_\_\_\_



## INFORMATION TO BIDDERS

### A.01 OPENING LOCATION

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

### A.02 BID INFORMATION AND BID DOCUMENTS

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

Bid or Proposal documents and 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. A free copy of the Adobe software may be downloaded from the County's web site.

**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 front page of this document) TO DETERMINE IF ADDENDA WERE ISSUED AND TO MAKE SUCH ADDENDA A PART OF THEIR BID OR PROPOSAL.

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

### A.03 DEADLINE FOR CLARIFICATION REQUESTS

For this Invitation for Bid, **April 1, 2009** shall be the deadline to submit all inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this Invitation for Bid.

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.04 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 Manatee County Purchasing 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 Purchasing. 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. Telegraphic bids and/or facsimile bids will not be considered.

A.05 CLARIFICATION & ADDENDA

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 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 the DemandStar distribution system to "Planholders" on this web service, and post the documents on the Purchasing Division's web page at <http://www.mymanatee.org> which may be accessed by clicking on the "Purchasing" button on the left side of the screen and then clicking on the "Bids and Proposals" button. It shall be the responsibility of each bidder, prior to submitting their bid, to contact Manatee County Purchasing (see contact on page 1) to determine if addenda were issued and to make such addenda a part of their bid. **Bidders must fully comply with the Bid Contract Documents, terms, and conditions.**

A.06 SEALED & MARKED

One original and two copies of your **signed bid** shall be submitted in one sealed package, clearly marked on the outside "**Sealed Bid #09-0897-OV, Replacement Pumps for Lift Stations 230/460 Volt 3 Phase Submersible Pumps**

Manatee County Purchasing  
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 must 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 and/or services set forth in the attached Contract Documents until one or more of the bids have been duly accepted by the County.

A.10 DISCLOSURE

Upon receipt, responses become "Public Records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Section 119.071(1) (b)1.a states that sealed bids shall be exempt from inspection or copying until such time as the County provides a notice of a decision or within 10 days after the date the bids are opened, whichever is earlier.

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 Contract Documents 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 this 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 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.12 COLLUSION

By offering a submission to this Invitation For Bid, 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;

A.12 COLLUSION(Continued)

- 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 excepting bona fide employees or established commercial agencies maintained by bidder for purpose of doing business.

A.13 APPLICABLE LAWS

Bidder or Proposer 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. An actual or prospective Bidder or Proposer 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 or Request for Proposal shall be submitted in writing prior to the scheduled opening date of this proposal, 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 proposal. The protest shall be submitted within seven calendar days after such aggrieved person knows or could have reasonably been expected to know the facts giving rise thereto.

A.14 CODE OF ETHICS

With respect to this proposal, if any Bidder or Proposer 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 or Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future bids or proposals for work or for goods or services for Manatee County. The County anticipates that all statements made and materials submitted in a proposal will be truthful. If a bidder or proposer is determined to be untruthful in its proposal or any related presentation, such bidder or proposer may be disqualified from further consideration regarding this Invitation For Bid or Request for Proposal.

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 Contract Documents, 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 and FL Sales Tax Exempt Cert. No. 85-8012622206C-6); therefore, the bidder is prohibited from delineating a separate line item in his bid for any sales or service taxes. Nothing herein shall affect the bidder's normal tax liability.

A.18 MATHEMATICAL ERRORS

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

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

A.19 DESCRIPTIVE INFORMATION

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

A.20 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.21 DRUG FREE WORK PLACE

The Manatee County Board of County Commissioners adopted a policy regarding Bidders maintaining a Drug Free Work Place, prohibiting the award of bids to any person or entity that has not submitted written certification to the County that it has complied with those requirements [Reference Resolution R-93-22, Manatee County Purchasing Policies, Section 4, E (1) (a)].

A Drug Free Work Place Certification Form is attached to this bid for this purpose.

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 01/01/2005 is \$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

A.23 AMERICAN DISABILITIES ACT

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

A.24 LOBBYING

After the issuance of any Invitation For Bid or Request For Proposal, 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 Invitation for Bids or Request for Proposals with any officer, agent or employee of Manatee County other than the Purchasing Director or as directed in the Invitation for Bids or Request for Proposals. This prohibition begins with the issuance of any Invitation for Bids, or Request for Proposals, and ends upon execution of the final contract or when the invitation or request has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code.

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

A.25 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Manatee County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids 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.

A.26 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 SHALL HAVE PRECEDENCE: BASIS OF AWARD, TERMS AND CONDITIONS OF THE CONTRACT, OR CONTRACT DOCUMENTS WHICH VARY FROM THE INFORMATION TO BIDDERS.**



## GENERAL TERMS AND CONDITIONS

### B.01 CONTRACT FORMS

The agreement resulting from the acceptance of a bid shall be made by a purchase order 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 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.

B.07 MANUALS, SCHEMATICS, HANDBOOKS

All manuals, schematics and handbooks shall be provided which are applicable to the equipment delivered. An operators manual, parts manual and technician manual must also be provided. Parts lists (manuals) must include OEM part numbers for items not manufactured by the bidder. Vendor shall furnish two (2) copies of each publication.

## SPECIFIC TERMS & CONDITIONS

### C.01 PURPOSE

It is the intent of Manatee County to purchase forty-eight (48) replacement submersible sewage pumps for lift stations meeting specifications. Vendor shall furnish all labor, material, equipment and supervision needed to accomplish this purpose. This bid will provide all information for the execution of this purchase.

### C.02 DELIVERY TIME

Delivery must be made within 60 days after receipt of order to Manatee County Utility Operations Department, Lift Station Section, 2003 Bay Drive, Bradenton, FL 34207. Delivery and installation shall be accomplished between the hours of 8:00 AM and 4:00PM, Monday through Friday, unless otherwise agreed to by an authorized County representative.

### C.03 PRICES & TERM

Bidders shall bid unit price, F.O.B. Destination, including all discounts in accordance with unit of quantity indicated on the bid form. The prices bid shall be used for payment and shall include payment in full for all transportation, installation, labor and equipment used in delivering all supplies and material to the point of delivery.

### C.04 PAYMENT

Within forty-five (45) days after delivery and complete installation of equipment, acceptance by the County, and presentation of an invoice, County shall pay vendor the total amount due.

### C.05 CANCELLATION

The purchase order (contract) shall be subject to immediate cancellation if either product or service does not comply with the specifications, terms and conditions stated herein. Products or services which do not comply with the specifications, terms or conditions will be returned at the vendor's cost, and no payment for such defective items shall be due.

### C.06 WARRANTY, MAINTENANCE SERVICE AND SUPPORT

The successful bidder shall furnish factory warranty on all equipment furnished hereunder against defect in material and/or workmanship. The factory warranty shall become effective on the date of delivery and acceptance by the County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the County immediately upon written notice from the Purchasing Manager. The successful bidder will not be liable under the above warranty for any defects or damages beyond the control and without the fault or negligence of the bidder, such as misuse or neglect by the County, acts of God, fires, floods and hurricanes.

All pumps shall be warranted against defects in workmanship and materials for a minimum period of five (5) years from date of purchase.

C.07 INSURANCE

The vendor will not ship equipment nor provide work until the vendor has obtained all insurance under this section and such insurance coverage as might be required by the County. The vendor shall obtain, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

a. Workers' Compensation/Employers' Liability

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

Part Two - The minimum amount of coverage for the 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)

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.

Products/Completed Operations Aggregate	<u>\$300,000</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>
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Annual Aggregate (If Applicable)	Three Times Each Occurrence Limit
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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 bidder 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

d. Owners Protective Liability Coverage (Continued)

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 above paragraphs 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, including coverage for all products and services completed under this contract.

**ADDITIONAL INSURED: - The successful vendor shall name Manatee County as additional insured in items b. and d. of the required policies.**

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

Nothing herein shall in any manner create any liability of the County in connection with any claim against the vendor for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the vendor or his sureties to the County or to any workers, suppliers, material men or employees.

TECHNICAL SPECIFICATIONS230/460 Volt 3 Phase Pump SpecificationsD.01 DOCUMENTATION

Please submit the following for each model pump:

1. A performance curve indicating the pump model number, horsepower, efficiency, R.P.M., and impeller diameter.
2. An electrical data sheet showing the Model Number, Horsepower, Voltage, Phase, Frame Size, Synchronous and Full Load R.P.M., Frequency, Service Factor, Full Load Amps, Service Factor Amps, Locked Rotor Amps, KW usage at the operating conditions specified, Nema Locked Rotor Code, Nema Design Code, Full Load Nominal Efficiency, Power Factor, Insulation Class, Temperature Rise at full load, and Ambient Temperature Rise.
3. A dimensional drawing showing the overall height, the distance from the discharge center line to the bottom of the pump (inlet eye), the distance from the face of the discharge flange to the back of the volute, and the total weight of the pump.

D.02 PUMP SCHEDULE

PUMP SCHEDULE							
Lift Station	Qty	Size	GPM	TDH	Volts	Phase	Cord Length
#12	2	4"	600	32'	230	3	40
#14	2	4"	320	43'	230	3	40
#6	2	4"	275	35'	230	3	40
#7	2	6"	800	35'	230	3	45
14-D	2	4"	250	48'	230	3	40
15-D	2	4"	600	60'	230	3	40
16-D	2	4"	200	25'	230	3	35
1M-A	2	4"	275	25'	230	3	35
21-A	2	6"	550	41'	230	3	40
28-A	2	4"	125	27'	230	3	35
2-D	2	4"	500	45'	230	3	40
2-M	2	4"	275	25'	230	3	35
3-M	2	4"	180	20'	230	3	35
42-A	2	4"	200	26'	230	3	35
4-D	2	4"	120	20'	230	3	35
5-D	2	4"	184	46'	230	3	35
7-A	2	4"	280	31'	230	3	35
7-D	2	6"	465	42'	230	3	35
Airport Industrial Park	2	4"	150	25'	230	3	40
Bayou Condominiums	2	4"	80	15'	230	3	30
Bayshore on the Lake	2	4"	250	64'	230	3	35
Bayshore Yacht Basin	3	6"	1200	115'	460	3	50
Doraye Villas	2	4"	150	61'	230	3	35

**PUMP SCHEDULE (Continued)**

Lift Station	Qty	Size	GPM	TDH	Volts	Phase	Cord Length
El Conquistador 1	3	6"	800	110'	460	3	50
Foster's Grove	2	4"	220	102'	460	3	50
Glenn Lakes 1	2	4"	300	81'	230	3	50
GlennLakes 2	2	4"	105	31'	230	3	40
Harbor Woods	2	4"	100	32'	230	3	40
Henson Industrial Park	2	4"	140	28'	230	3	35
Kay Road	2	4"	200	35'	230	3	40
Lakewood Ranch Riverwalk	3	6"	1427	59'	460	3	50
Manasota Industrial Park	2	4"	200	23'	230	3	40
Mill Creek 2	2	4"	100	38'	230	3	45
Mill Creek 3	2	4"	100	46'	230	3	40
Missionary Village	2	4"	930	101'	460	3	50
N7-A	2	4"	315	53'	460	3	45
Palm Aire 4	2	4"	100	28'	230	3	35
River Wilderness 3	2	4"	210	115'	230	3	40
River Wilderness 5	2	4"	300	63'	230	3	40
Riverview Landings	2	4"	120	37'	230	3	35
S-4	2	4"	100	35'	230	3	35
San Remo	2	4"	240	22'	230	3	35
Saunders Road Ind.Park	2	4"	100	14'	230	3	35
SpanishPark	2	4"	180	27'	230	3	35
State Road 70	2	4"	425	25'	230	3	45
Tara 6	2	4"	400	40'	460	3	50
Timberlake	2	4"	300	23'	230	3	35
Traveler's Oasis	2	4"	155	26'	230	3	40

**D.03 PUMP SPECIFICATIONS**

- Each pump shall be capable of pumping raw, unscreened sewage and able to pass a minimum 3-inch solid.
- Each pump shall be totally submersible rated and suitable for continuous duty, underwater operation.
- Each pump and the associated power and signal cables shall have watertight integrity to a depth of 60 feet.
- Pump motors shall have the following electrical characteristics: 230 volt or 460 volt, 3 phase, 60 hertz, minimum service factor of 1.15, continuous duty, maximum NEMA LRA/HP code of J, and NEMA Design B.

- e. Pump motors shall be non-overloading throughout the entire range of operation.
- f. Pump motors are to be induction motors which are built with moisture resistant Class F insulation.
- g. Each motor shall be capable of a minimum of 10 starts per hour without degradation of the windings.
- h. The pump motor shaft shall be made from a single, solid, forging of 303 (or better grade) stainless steel, tapered, keyed, and supported by a minimum of one heavy duty upper radial ball bearing and a minimum of one heavy duty lower thrust bearing.
- i. The bearings shall have a minimum B-10 life rating of 60,000 hours.
- j. The shaft and shaft extension shall be of minimum length and maximum diameter to reduce shaft deflection and prolong bearing life.
- k. The shaft shall have a maximum deflection range of 0.002 inches within the operating range.
- l. The pump motor shall be designed for pumping at a maximum sump ambient of 40 degrees C (104 degrees F).
- m. The stator of the pump motor shall be copper wound (aluminum stator windings are not permitted) and equipped with at least two heat sensors (klixons installed in the stator end turns) which will shut the motor off in case of excessive heat built up.
- n. The pump motor housing shall be oil or air filled type for cooling purposes. Oil filled motors shall use pure dielectric insulating oil.
- o. The pump motor shall be capable of operating at +/- 10% of rated voltage and +/- 5% of rated frequency without excessive heating.
- p. The pump motor shall not exceed a rise by resistance of 90 degrees C at full load over the entire performance curve. It shall be able to operate intermittently at full load while unsubmerged without damage.
- q. Power cables shall be sized for operation at the rated service factor. The power cable shall be a single, multi-conductor, SO type that is epoxy potted and compression fitted for water tight sealing into the pump cable entry.
- r. Each pump shall have a stainless steel nameplate stamped with the pump; MODEL/SERIAL NUMBER, HORSEPOWER, VOLTAGE, FULL LOAD AMPS, FULL LOAD RPM, PHASES, FREQUENCY, NEMA LRA CODE, NEMA DESIGN, INSULATION CLASS, AMBIENT TEMPERATURE, LEAD CONNECTIONS FOR DIRECTION OF ROTATION, TYPE OF DUTY, TYPE OF BEARINGS, PUMP IMPELLER SIZE.
- s. All electrical components used in or in conjunction with the sewage pump assembly shall be UL approved when UL approval is available for that type component.



- t. Each pump shall have an enclosed cast iron or ductile iron impeller and shall be equipped with bronze wear ring or adjustable wear plate.
- u. The pump lifting cover, stator housing, and volute casing shall be gray cast iron, ASTM A 48, Class 30. Castings shall have smooth surfaces that are devoid of blow holes or other casting defects.
- v. The pump lifting bail shall have a minimum of 4 inch diameter clear opening and shall be cast as part of the motor cover or fabricated from 316 stainless steel.
- w. All fasteners exposed to raw sewage shall be series 300 stainless steel.
- x. The backside of the impeller shall have pump-out vanes to keep contaminants out of the seal area. The impeller shall be dynamically balanced, and shall be single or multi-vaned, totally enclosed, non-clogging design. There shall be a maximum clearance of .125" between the seal housing and the top of the impeller.
- y. The pump shall have a minimum of two mechanical seals mounted in tandem with an oil chamber between the two seals. The oil chamber of each pump shall be equipped with an electric seal fail sensor. The unit shall be designed so that when the outer seal fails, the contaminants that enter shall not enter the bearing housing and cause damage to the bearings. The inner seal shall be replaceable without disassembly of the motor housing and without the need for special tools. The seals shall be carbon-ceramic, tungsten carbide, or silicone carbide and locally available.
- z. All pumps shall be center-line discharge type constructed so that the discharge flange supports the full weight of the pump. The pump discharge flange shall have a standard ANSI Class 125 flange bolt pattern for the discharge size specified.
- aa. The pump, pump motor and associated components shall all be products of the same manufacturer. Pumps shall be painted after assembly with an approved air dry enamel which will adequately protect the exterior housings from the corrosive environment in the wastewater sewer system. Coating thickness shall be a minimum of 4 mils.

#### D.04 WARRANTY

All pumps shall be warranted against defects in workmanship and materials for a minimum period of 5 years from the date of purchase.

## E.01 BASIS OF AWARD

Award shall be based upon the most responsive, responsible bidder(s) meeting specifications and having the lowest Total Offer.

Whenever two or more bids which are equal with respect to price, quality and service are received, a 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 duly licensed and authorized to engage in the sale of goods and/or services to be procured, which has a place of business in Manatee County with full time employees at that location.

Pursuant to Florida Statute 119.071(b)1. a. General exemptions from inspection or copying of public records:

“Sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from s.119.07(1) and .24(a), Art. 1 of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to 120.57(3)(a) or within 10 days after bid or proposal opening, whichever is earlier”

Based on the above, Manatee County will receive bids at the date and time stated, and will make public at bid opening the names of the business entities of all submitters; and the total offer as submitted without any verification of the mathematics or completeness of the offer. Interested vendors may review price submittals on the DemandStar web site and on the County's web site ([www.mymanatee.org](http://www.mymanatee.org)) or may review actual bids by scheduling a bid review appointment with the buyer or negotiator. We will make every effort to accommodate your schedule.

**BID FORM**  
**(Submit in Triplicate)**  
**Due Date: April 7, 2009 at 3:00 P.M.**

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

**RE: Replacement Pumps for Lift Stations (Including Delivery and Installation) Per Specifications**

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 Invitation for Bids.

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.

COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

\_\_\_\_\_  
(Print Name & Title of Signer)

DATE: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TEL. NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

FEIN NO.: \_\_\_\_\_

Acknowledge Addendum No(s) \_\_\_\_ Dated: \_\_\_\_\_

**BID FORM**  
(Submit in Triplicate)

IFB 09-0897-OV

**Replacement Pumps for Lift Stations 230/460 Volt 3 Phase Submersible Pumps**

	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
1	4" Submersible Sewage Pumps capable of pumping 600 GPM @ 32' T.D.H. for #12	2	ea	\$	\$
2	4" Submersible Sewage Pumps capable of pumping 320 GPM @ 43' T.D.H. for #14	2	ea	\$	\$
3	4" Submersible Sewage Pumps capable of pumping 275 GPM @ 35' T.D.H. for #6	2	ea	\$	\$
4	6" Submersible Sewage Pumps capable of pumping 800 GPM @ 35' T.D.H. for #7	2	ea	\$	\$
5	4" Submersible Sewage Pumps capable of pumping 250 GPM @ 48' T.D.H. for 14-D	2	ea	\$	\$
6	4" Submersible Sewage Pumps capable of pumping 600 GPM @ 60' T.D.H. for 15-D	2	ea	\$	\$
7	4" Submersible Sewage Pumps capable of pumping 200 GPM @ 25' T.D. H. for 16-D	2	ea	\$	\$
8	4" Submersible Sewage Pumps capable of pumping 275 GPM @ 25' T.D.H. for 1M-A	2	ea	\$	\$
9	6" Submersible Sewage Pumps capable of pumping 550 GPM @ 41' T.D.H. for 21-A	2	ea	\$	\$
10	4" Submersible Sewage Pumps capable of pumping 125 GPM @ 27' T.D. H. for 28-A	2	ea	\$	\$
11	4" Submersible Sewage Pumps capable of pumping 500 GPM @ 45' T.D. H. for 2-D	2	ea	\$	\$
12	4" Submersible Sewage pumps capable of pumping 275 GPM @ 25' T.D. H. for 2-M	2	ea	\$	\$
13	4" Submersible Sewage Pumps capable of pumping 180 GPM @ 20' T.D. H. for 3-M	2	ea	\$	\$
14	4" Submersible Sewage Pumps capable of pumping 200 GPM @ 26' T.D.H. for 42-A	2	ea	\$	\$
15	4" Submersible Sewage Pumps capable of pumping 120 GPM @ 20' T.D.H. for 4-D	2	ea	\$	\$
16	4" Submersible Sewage Pumps capable of pumping 184 GPM @ 46' T.D.H. for 5-D	2	ea	\$	\$
17	4" Submersible Sewage Pumps capable of pumping 280 GPM @ 31' T.D.H. for 7-A	2	ea	\$	\$
18	6" Submersible Sewage Pumps capable of pumping 465 GPM @ 42' T.D.H. for 7-D	2	ea	\$	\$
19	4" Submersible Sewage Pumps capable of pumping 150 GPM @ 25' T.D.H. for Airport Industrial Park	2	ea	\$	\$
20	4" Submersible Sewage Pumps capable of pumping 80 GPM @ 15' T.D.H. for Bayou Condominiums	2	ea	\$	\$
21	4" Submersible Sewage Pumps capable of pumping 250 GPM @ 64; T.D.H. for Bayshore on the Lake	2	ea	\$	\$
22	4" Submersible Sewage Pumps capable of pumping 1200 GPM @ 115' T.D.H. for Bayshore Yacht Basin	3	ea	\$	\$
23	4" Submersible Sewage Pumps capable of pumping 150 GPM @ 61' T.D.H. for Doraye Villas	2	ea	\$	\$
24	6" Submersible Sewage Pumps capable of pumping 800 GPM @110' T.D.H. for El Conquistador 1	2	ea	\$	\$
25	4" Submersible Sewage Pumps capable of pumping 220 GPM @ 102' T.D.H. for Foster's Grove	2	ea	\$	\$
26	4" Submersible Sewage Pumps capable of pumping 300 GPM @ 81' T.D.H. for Glenn Lakes 1	2	ea	\$	\$

Bidder: \_\_\_\_\_

**BID FORM**  
(Submit in Triplicate)

IFB 09-0897-OV

**Replacement Pumps for Lift Stations 230/460 Volt 3 Phase Submersible Pumps**

	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
27	4" Submersible Sewage Pumps capable of pumping 105 GPM @ 31' T.D.H. for Glenn Lakes 2	2	ea	\$	\$
28	4" Submersible Sewage Pumps capable of pumping 100 GPM @ 32' T.D.H. for Harbor Woods	2	ea	\$	\$
29	4" Submersible Sewage Pumps capable of pumping 140 GPM @ 28' T.D.H. for Henson Industrial Park	2	ea	\$	\$
30	4" Submersible Sewage Pumps capable of pumping 200 GPM @ 35' T.D.H. for Kay Road	2	ea	\$	\$
31	6" Submersible Sewage Pumps capable of pumping 1427 GPM @59' T.D.H. for Lakewood Ranch Riverwalk	3	ea	\$	\$
32	4" Submersible Sewage Pumps capable of pumping 200 GPM @ 23' T.D.H. for Manasota Industrial Park	2	ea	\$	\$
33	4" Submersible Sewage Pumps capable of pumping 100 GPM @ 38' T.D.H. for Mill Creek 2	2	ea	\$	\$
34	4" Submersible Sewage Pumps capable of pumping 100 GPM @ 46' T.D.H. for Mill Creek 3	2	ea	\$	\$
35	4" Submersible Sewage Pumps capable of pumping 930 GPM @ 101' T.D.H. for Missionary Village	2	ea	\$	\$
36	4" Submersible Sewage Pumps capable of pumping 315 GPM @ 53' T.D.H. for N7-A	2	ea	\$	\$
37	4" Submersible Sewage Pumps capable of pumping 100 GPM @ 28' T.D.H. for Palm Aire 4	2	ea	\$	\$
38	4" Submersible Sewage Pumps capable of pumping 210 GPM @ 115' TD.H. for River Wilderness 3	2	ea	\$	\$
39	4" Submersible Sewage Pumps capable of pumping 300 GPM @ 63' T.D.H. for River Wilderness 5	2	ea	\$	\$
40	4" Submersible Sewage Pumps capable of pumping 120 GPM @ 37' T.D.H. for Riverview Landings	2	ea	\$	\$
41	4" Submersible Sewage Pumps capable of pumping 100 GPM @ 35' T.D.H. for S-4	2	ea	\$	\$
42	4" Submersible Sewage Pumps capable of pumping 240 GPM @ 22' T.D.H. for San Remo	2	ea	\$	\$
43	4" Submersible Sewage Pumps capable of pumping 100 GPM @ 14' T.D.H. for Saunders Rd. Industrial Park	2	ea	\$	\$
44	4" Submersible Sewage Pumps capable of pumping 180 GPM @ 27' T.D.H. for Spanish Park	2	ea	\$	\$
45	4" Submersible Sewage Pumps capable of pumping 425 GPM @ 25' T.D.H. for State Road 70	2	ea	\$	\$
46	4" Submersible Sewage Pumps capable of pumping 400 GPM @ 40' T.D.H. for Tara 6	2	ea	\$	\$
47	4" Submersible Sewage Pumps capable of pumping 300 GPM @ 23' T.D.H. for Timberlake	2	ea	\$	\$
48	4" Submersible Sewage Pumps capable of pumping 155 GPM @ 26' T.D.H. for Travler's Oasis	2	ea	\$	\$
<b>TOTAL PRICE:</b>					\$

Bidder: \_\_\_\_\_

## STATEMENT OF NO BID

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 \_\_\_\_\_, 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 name may be deleted from your Bidders List for this commodity or service.

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
(Print or type name and title of above signer)

## ATTACHMENT B

### Drug Free Work Place Certification

#### SWORN STATEMENT PURSUANT TO RESOLUTION R-93-22 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

ATTACHMENT B (Cont'd.)

(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 C

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE 5,  
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 and 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.

Attachment C (Cont'd.)

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

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

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_

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.