



**INVITATION FOR BID  
IFB #16-1803CB  
PUMP REPAIR & MACHINE WORK**

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

**NON-MANDATORY INFORMATION CONFERENCE**

**In order to ensure all prospective bidders have sufficient information and understanding of County's needs, an Information Conference will be held at: 2:00 PM on June 2, 2016 at 1112 Manatee Avenue West, Suite 806, Purchasing Conference Room (Suite 804). Attendance is not mandatory, but is highly encouraged**

**DEADLINE FOR CLARIFICATION REQUESTS:**      **10:00 AM on June 16, 2016**  
Reference Bid Article A.07

**BID OPENING TIME AND DATE DUE:**      **3:00 PM on June 30, 2016**

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**FOR INFORMATION CONTACT:**

Charles Bentley, Buyer  
(941) 749-3036  
[charles.bentley@mymanatee.org](mailto:charles.bentley@mymanatee.org)  
Manatee County Financial Management Department  
Purchasing Division

AUTHORIZED FOR RELEASE: 

**SECTION A**  
**INFORMATION TO BIDDERS**

**A.01 OPENING LOCATION**

Sealed bids will be **publicly opened** at the **Manatee County Purchasing Division, 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 attend the sealed bid opening.

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 Division** for receipt on or before the stated time and date. Bidder shall be solely and strictly responsible for its timely delivery to the Purchasing Division. Bids delayed by mail, courier, or bids delayed for any other reason, 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.02 SEALED & MARKED**

Bids shall be submitted in **duplicate, one original (marked Original) and one copy/copies (marked Copy)** of your **signed bid** shall be submitted in one **sealed package**, clearly marked on the outside "**Sealed Bid #16-1803CB, Pump Repair & Machine Work**" along with your company name.

For your convenience, a mailing label is provided with this Invitation for Bid or you may address the package as follows:

Manatee County Purchasing Division  
1112 Manatee Avenue West, Suite 803  
Bradenton, Florida 34205  
Sealed Bid #16-1803CB, Pump Repair & Machine Work

All blank spaces on the bid form must be filled in as noted with amounts extended and totaled and no modifications shall be made in the wording of the forms or in the items thereupon. In the event an edit is made in your submittal, the bidder shall write its initials by the change. Any bid may be rejected which contains any omissions, alterations, irregularities of any kind, or which in any manner fail to conform to the requirements of this IFB.

A bid made by an individual, either in his/her own or proper person or under a trade or firm name, shall be executed under the individual's signature. If made by a partnership, the bid shall be executed by two or more of the general partners. If made by a corporation, the bid shall be executed by its President or other legally authorized corporate officer or agent.

**A.03 BID FORMS**

Bids must be submitted on the provided forms, although additional pages may be attached. **Bidders must fully complete all pages of the Bid Forms. Bid Forms must be executed by an authorized signatory who has the legal authority to make the bid and bind the company. Bidders must fully comply with all requirements of this IFB in its entirety.** Failure to comply shall result in bidder being deemed nonresponsive.

**A.04 MATHEMATICAL ERRORS**

Bid Forms without imbedded mathematical formulas:

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. In the event the dollar amount for contract contingency is omitted, it will be added to the total price of the bid.

Bid Forms with imbedded mathematical formulas:

Interactive Bid Forms that contain mathematical formulas may be used for automating lengthy and complex bid forms. In the event these forms are used and a multiplication/extension error(s) is discovered, the unit price entered by the vendor shall prevail. The vendor shall assume the responsibility and accuracy of the information input in the bid form and therefore shall verify that the calculations are correct before submitting their bid.

Regardless of which type of bid form is used, all bids shall be reviewed mathematically and corrected by the Purchasing Division, if necessary, using these standards, prior to additional evaluation.

**A.05 SECURING BID DOCUMENTS**

IFB's and all documents issued pursuant to the IFB are available for download at no charge at [mymanatee.org](http://mymanatee.org) by clicking on "**Bids and Proposals**" on the left side of the home page. You may view and print these pdf files using Adobe Reader software.

Manatee County may also use DemandStar to distribute bids. Visit the DemandStar website at [www.Demandstar.com](http://www.Demandstar.com) for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Complete copies of the IFB and all related documents are available for public inspection at the Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205, or by calling (941) 749-3014. Appointments are encouraged. Documents are available between the hours of 9:00 AM and 4:00 PM Monday through Friday, with the exception of holidays.

In addition, Manatee County informs the Manatee Chamber of Commerce of all active solicitations who then distributes the information to their members.

**A.06 EXAMINATION OF BID DOCUMENTS AND SITE(S)**

It is the responsibility of each bidder before submitting a bid to (a) examine all IFB documents thoroughly; (b) consider federal, state, and local codes, laws, and regulations which may affect costs, progress, performance, or furnishing of the work; (c) study and carefully correlate bidder's observations with the IFB documents; and (d) notify the County of all conflicts, errors, or discrepancies in the IFB documents prior to the deadline for clarification requests.

**A.07 NON-EXCLUSIVE**

Unless otherwise stated in this bid specification, any contracts resulting from this bid are nonexclusive. The County reserves the right, in its sole opinion, to purchase items listed in this bid through the State of Florida contracts, cooperatives, other current government contracts, and nonprofit contracts as provided in the Manatee County Purchasing Policy. The County reserves the rights to solicit separate bids for requirements that are a portion of a larger contract bid as a whole. Additionally at the County's sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

**A.08 MODIFICATION OF BID DOCUMENTS**

If a bidder wishes to recommend changes to any portion of the IFB documents, the bidder shall furnish, in writing, data and information necessary to aid County in evaluating the request to modify the IFB documents. County is not obligated to make any changes to the IFB documents. Unless an addendum is issued, the IFB documents shall remain unaltered.

**A.09 CLARIFICATION REQUESTS & ADDENDA**

Each bidder shall examine all IFB documents and shall judge all matters relating to their adequacy and accuracy. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this IFB shall be made through the Manatee County Purchasing Division. County shall not be responsible for oral interpretations given by any County employee, representative, or others.

**10:00 AM on June 16, 2016** shall be the deadline to submit to the Purchasing Division, in writing, all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this IFB.

This deadline has been established to maintain fair treatment of all potential bidders, while maintaining progression of the work.

If any addenda are issued to this IFB, County will post the documents on the Purchasing Division's web page at <http://www.mymanatee.org/purchasing>, and then by clicking on "Bids and Proposals". If the original solicitation was broadcast via DemandStar, the addenda will also be broadcast on the DemandStar distribution system to "Planholders" on this web service.

The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

It shall be the **responsibility of each bidder, prior to submitting a bid**, to contact the Purchasing Division (see contact information on the cover page) to **determine if any addenda were issued** and to make such addenda a part of their bid.

A complete set of the IFB documents must be used in preparing bids. County assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of bid documents.

**A.10 CONFIDENTIALITY OF SECURITY RELATED RECORDS**

(a) Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as "the Confidential Security Records") are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):

1. A Security System Plan or portion thereof for any property owned by or leased to the County or any privately owned or leased property held by the County.
2. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by the County.
3. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to the County.

(b) Contractor/Vendor agrees that it shall not, as a result of a public records request or for any other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of the County's Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Contractor/Vendor receives a request for such records, it shall immediately contact the County's designated Contract Manager who shall coordinate the County's response to the request. Notwithstanding the foregoing, the Contractor/Vendor may

1. Disclose or release Security System Plans to:
  - (A) The property owner or leaseholder; or
  - (B) Another state or federal agency to prevent, detect, guard against, respond to, investigate, or manage the consequences of any attempted or actual act of terrorism, or to prosecute those persons who are responsible for such attempts or acts.

2. Disclose or release building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by the County:

- (A) To another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities;
- (B) To a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by the County and is contractually bound by the Contractor/Vendor to comply with this Article/Section; or
- (C) Upon a showing of good cause before a court of competent jurisdiction.

(c) For purposes of this Article/Section, the term "Security System Plan" includes all:

- 1. Records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security of the facility or revealing security systems;
- 2. Threat assessments conducted by any agency or any private entity;
- 3. Threat response plans;
- 4. Emergency evacuation plans;
- 5. Sheltering arrangements; or
- 6. Manuals for security personnel, emergency equipment, or security training.

#### **A.11 LOBBYING**

After the issuance of any IFB, prospective bidders or their agents, representatives or persons acting at the request of such bidder shall not contact, communicate with or discuss any matter relating to the IFB with any officer, agent or employee of Manatee County other than the Purchasing Official or the contact identified on the first page of this IFB, pursuant to the Manatee County Code of Laws. This prohibition includes copying such persons on all written communication, including email correspondence. This requirement begins with the issuance of an IFB and ends upon execution of the final agreement or when the IFB has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code of Laws.

#### **A.12 UNBALANCED BIDDING PROHIBITED**

County recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the County such variation does not appear to be justified, given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids will include:

- a. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
- b. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive bidders for the same line item unit costs.
- c. Bids where the unit costs offered are in excess of or below reasonable cost analysis values.

In the event County determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., which the bidder obtained and upon which the bidder relied upon to develop its bid. County reserves the right to reject as nonresponsive any presumptive unbalanced bids where the bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

#### **A.13 WITHDRAWAL OF BIDS**

Bidders may withdraw bids as follows:

- a. Mistakes discovered before the public bid opening may be withdrawn by written notice from the bidder submitting the bid. This request must be received in the Purchasing Division prior to the time set for delivery and opening of the bids. A copy of the request shall be retained and the unopened bid returned to the bidder; or
- b. After the bids are opened or a selection has been determined, but before an agreement is signed, a bidder alleging a material mistake of fact may be permitted to withdraw their bid if:
  1. The mistake is clearly evident in the solicitation document; or
  2. Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw a bid must be in writing and approved by the Purchasing Official.

#### **A.14 IRREVOCABLE OFFER**

Any bid may be withdrawn up until the time and date set for opening of the bid. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to sell to Manatee County the goods or services set forth in the attached IFB until one or more of the bids have been duly accepted by County.

#### **A.15 BID EXPENSES**

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

#### **A.16 RESERVED RIGHTS**

County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Also, 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 County. Any sole response received by the first submission date may or may not be rejected by County depending on available competition and current needs of 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 meets or exceeds the quality of goods and/or services set forth in the IFB documents or otherwise required by County.

To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the IFB. **Bidders must fully comply with the IFB documents in their entirety.**

To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the bid requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Also, 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 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.17 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 the Manatee County Purchasing Division shall be in accordance with the Manatee County Purchasing Ordinance as amended.

#### **A.18 SCRUTINIZED COMPANIES**

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of \$1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.



**A.19 COLLUSION**

By submitting a bid in response to this IFB, bidder certifies that it has not divulged, discussed or compared its bid with any other bidder, and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to their own organization, that in connection with this bid:

- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor;
- b. any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to the scheduled opening, directly or indirectly to any other bidder or to any competitor;
- c. no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- d. the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the resulting agreement to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure the resulting agreement upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by bidder for purpose of doing business.

**A.20 CODE OF ETHICS**

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

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

**A.21 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, as that term is defined in Section 287.133, Florida Statutes, may not submit a bid to provide any goods or services to a public entity; may not submit a bid with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted list.

In addition, the Manatee County Procurement Code prohibits the award of any bid to any person or entity who/which has, within the past five (5) years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible matter.

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to do business with County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification form is attached herein for this purpose.

**A.22 CONTRACT**

The agreement resulting from the acceptance of a bid shall be in the form of purchase order.

**A.23 TERMINATION OF CONTRACT**

Manatee County reserves the right to terminate any contract, at any time, with or without cause.

**A.24 PURCHASING COOPERATIVE**

It is the intent of this Invitation for Bid to include requirements and to obtain bids on behalf of Manatee County and reserve the right for the entities belonging to the Sarasota Bay Chapter of NIGP to obtain purchases from this bid proposal. This opportunity is also made available to any and all local, County, Public Educational Institutions, non-profits, and the State of Florida. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the

terms and conditions contained herein. Manatee County will not be financially responsible for the purchase of other entities from this solicitation.

**A.25 DISCOUNTS**

Any and all discounts must be incorporated in the prices contained in the bid and not shown separately. The prices indicated on the Bid Form shall be the prices used in determining award.

**A.26 TAXES**

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. No. 59-78-0089K; Florida Sales Tax Exempt Cert. No. 85-8012622206C-6); therefore, the 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.

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

**A.27 DESCRIPTIVE INFORMATION**

Unless otherwise specifically provided in the IFB documents, all equipment, materials and articles provided shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the IFB 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.28 DELIVERY**

Unless otherwise specified, all prices are to be FOB Destination.

**A.29 AUTHORIZED PRODUCT REPRESENTATION**

The bidder, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. Failure to do so may, in the County's sole discretion, be deemed a material breach of the resulting agreement and shall constitute grounds for County's immediate termination of the resulting agreement.

**A.30 ROYALTIES AND PATENTS**

The successful bidder shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services being furnished. Successful bidder shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall save County harmless from loss on account thereof, including costs and attorney's fees.

**A.31 AMERICANS WITH DISABILITIES ACT**

County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of 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 cover page of this IFB document at least twenty-four (24) hours in advance of either activity.

**A.32 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, County hereby notifies all bidders that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this IFB and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of bid award.

**A.33 MINORITY BUSINESS ENTERPRISE / DISADVANTAGED BUSINESS ENTERPRISE**

The State of Florida Office of Supplier Diversity provides the certification process and the database for identifying certified MBE/DBE firms. Additional information can be obtained at <http://www.osd.dms.state.fl.us/iframe.htm> or by calling (850) 487-0915.

**A.34 SUBCONTRACTORS**

The successful bidder will obtain prior written approval from the County for any subcontractor(s) and the work they will perform. A subcontractor is defined as any entity performing work within the scope of the project who is not an employee of the successful bidder.

Bidders subcontracting any portion of the work shall include a list of subcontractors along with their bid. The list shall include: name and address of subcontractor, type of work to be performed and the percent of the contract amount to be subcontracted.

Prior to the employment of any person under this contract, the successful bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the successful bidder to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the successful bidder to perform work pursuant to the contract with Manatee County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

**Only those individuals determined eligible to work within the United States shall be employed under this contract.**

By submission of a bid in response to this IFB, the successful bidder commits that all employees and subcontractors will undergo e-verification before placement on this contract.

If County has reasonable objection to any subcontractor, the County may request the successful bidder to submit an acceptable substitute without an increase in contract sum or contract time.

If successful bidder declines to make any such substitution, the County may award the resulting agreement to the next lowest qualified bidder that proposes to use acceptable subcontractors, who County does not make written objection to. In the event the successful bidder declines to make any such substitution post award, the County may exercise its right to terminate the agreement.

The successful bidder shall maintain sole responsibility for the actions of its employees and subcontractors. New employees brought in after contract award shall follow the same requirement stated above for the life of the contract.

**A.35 DISCLOSURE**

Upon receipt, all inquiries and responses to inquiries related to this IFB become "Public Records", and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119.

Bids become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the bid shall be conducted at the public bid opening.

Based on the above, Owner will receive bids at the time and date stated and will make public at the opening the names of the business entities of all that submitted a bid and any amount presented as a total offer without any verification of the mathematics or the completeness of the bid.

If Owner rejects all bids and concurrently notices its intent to reissue the solicitation, the rejected bids are exempt from public disclosure until such time as Owner provides notice of an intended decision concerning the reissued solicitation or until Owner withdraws the reissued solicitation. A bid is not exempt for longer than twelve (12) months after the initial notice rejecting all bids.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT OWNER'S CUSTODIAN OF PUBLIC RECORDS AT: (941) 742-5845, [debbie.scaccianoce@mymanatee.org](mailto:debbie.scaccianoce@mymanatee.org), Attn: Records Manager, 1112 Manatee Ave W., Bradenton, FL 34205.**

Pursuant to Florida Statutes 119.0701, to the extent CONTRACTOR is performing services on behalf of the COUNTY, contractor must:

- a. Keep and maintain public records required by public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**A.36 LOCAL PREFERENCE**

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

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

1. Purchases or agreements which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions governing the funds prohibit the preference.
2. Any bid announcement which specifically provides that local preference, as set forth in this section, is 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.
3. For a competitive solicitation for construction services in which fifty percent (50%) or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.

To qualify for local preference under this section, a **local business must provide certification to County** by completing an **"Affidavit as to Local Business"** form which is available for download at [www.mymanatee.org/vendor](http://www.mymanatee.org/vendor). Click on "Affidavit for Local Business" to access and print the form. Complete, notarize, and mail the notarized original to: Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

It is the responsibility of the bidder to ensure accuracy of the affidavit and notify County of any changes affecting same.

**A.37 VENDOR REGISTRATION**

Registering your business will provide Manatee County a sourcing opportunity to identify supplies of goods and services, plus identify local businesses.

You may register online at [www.mymanatee.org/vendor](http://www.mymanatee.org/vendor). If you need any assistance, please call (941) 749-3014, Monday – Friday, 8:00 A.M. to 5:00 P.M., excluding holidays, and the Purchasing Division can assist you as needed.

Registration is not mandatory; however, by taking the time to register, you are helping the County to provide timely notification of quotation, bid and proposal opportunities to your business.

**A.38 ENVIRONMENTAL SUSTAINABILITY**

All bidders are encouraged to use as many environmentally preferable "green" products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. Environmentally preferable are products or services that have a reduced adverse effect on the environment.

Bidders shall acknowledge whether or not their organization has an environmental sustainability initiative by checking the appropriate box on the bid form. In addition, the bidder shall submit a summary of their environmental sustainability initiative along with their bid. This information will be used as a determining factor in the award decision when all other evaluative factors, including local preference policies are otherwise equal.

**A.39 ePAYABLES**

Manatee County Board of County Commissioners and the Manatee County Clerk of the Circuit Court have partnered to offer the ePayables program, which allows payments to be made to vendors via credit cards.

The Clerk of the Circuit Court will issue a unique credit card number to vendor after goods are delivered or services rendered, vendors submit invoices to the remit to address on the purchase order. When payments are authorized, an email notification is sent to the vendor. The email notification includes the invoice number(s), invoice date(s), and amount of payment. There is no cost for vendors to participate in this

program; however, there may be a charge by the company that processes your credit card transactions.

If you are interested in participating in this program, please complete the ePayables Application attached herein and return the completed form via email to Ms. Lori Bryan, Supervisor at [lori.bryan@manateeclerk.com](mailto:lori.bryan@manateeclerk.com).

**A.40 FUNDING**

This bid is subject to the appropriation of funds in an amount sufficient to allow continuation of the County's performance in accordance with the terms and conditions of this bid. The county shall provide prompt written notice to the vendor that sufficient funds have not been appropriated to continue its full and faithful performance under the terms of this bid, and shall, effective thirty (30) days after giving such notice or upon the expiration of the time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to the bid.

**A.41 CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER – TERM CONTRACTS**

It is hereby made a part of this Invitation for Bid that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Manatee County shall require a "first priority" basis for services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Contractor agrees to provide services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all services required during an emergency situation. Contractor shall furnish a twenty-four (24) hours phone number in the event of such an emergency.

**A.42 PRECEDENCE**

Statements contained in the Scope of Work or Bid Summary section of this Invitation for bid, which vary from the information contained in this section A, Information to Bidders, shall have precedence.

**END OF SECTION A**



SECTION B  
SPECIFIC TERMS & CONDITIONS

**B.01 PURPOSE**

It is the intent of Manatee County to establish a contract for pump repair and machine work for the Manatee County Utilities Department. It is the specific purpose of this bid to establish an annual contract for required materials and services and to secure the cost and availability of the services for procurement.

**B.02 BLANKET ORDER**

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

A master agreement with subsequent individual orders shall be used, therefore for payment; each invoice shall indicate the Blanket Purchase Order number followed by a valid Release Order number. The Vendor is not authorized to proceed with, and will not be compensated for, any work that is not authorized by a valid Release Order Number issued by a County representative.

**B.03 TURNAROUND & DELIVERY TIMES**

The primary goal of this contract is the speedy acquisition of repair services; therefore, vendor's responsiveness under the terms of this contract is paramount. The vendor shall pick up equipment requiring repair within 48 hours after being notified by an authorized County representative. Turnaround time between tear downs and inspections and the time repair estimates are received shall be as discussed with and accepted by the authorized representative from the using department. Delivery time for repairs of all pumps after receipt of repair estimates shall also be as discussed with and accepted by the authorized representative from the using department. If delivery time exceeds the time agreed to, then the County reserves the right to assess liquidated damages in an amount not to exceed 10% of the total repair cost of the pump per day until such a time Manatee County deems the pump is repaired.

**Note: Any emergency repairs required which are a result of an unexpected and urgent request where health and safety of the public is at risk shall be completed and returned to the pickup location by the successful vendor within forty-eight (48) hours after notification by the County and returned to the pickup location. Failure to communicate with the respective plant location and to respond within the time specified for emergency repairs may result in the work being performed by others and / or termination of this contract.**

**B.04 PAYMENT**

Within forty-five (45) days after completion of services by the Vendor, acceptance by the County, and presentation of an appropriate invoice, the County shall pay the total amount due. Invoices shall include the Purchase Order number and a valid Release Order number. Receipts showing the vendor's cost for materials must accompany invoices where billing for materials is allowed.

**B.05 PRICES**

The labor rates on the Bid Form shall include, but not be limited to, all labor involved in the pickup/delivery, diagnostic checkout, all materials including tools, shop equipment and supplies,

on-site, at the vendor's location(s), and return of materials to the point of delivery for both normal and emergency hour repairs. Regular and emergency hours are defined on the Bid Form.

Vendor shall provide invoices as proof of their cost of materials used for each order. If the materials used in the order come out of vendor stock, proof of cost shall be provided and may come from the last order for stock replenishment. Transportation costs including fuel, freight, and handling shall not be included in the materials markup.

**B.06 CONTRACT TERM**

This contract shall be for a period of one year, commencing from the date of award, unless renewed or terminated as provided in this bid document.

**B.07 RENEWAL**

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

**B.08 CANCELLATION**

It is mutually agreed that any award made as a result of this bid may be cancelled by the Vendor upon 90 days written notice sent by Certified Mail to the County. However, the County is hereby authorized to purchase, in accordance with the prices quoted, any quantity of labor during this 90 day interim provided the County requests delivery during this period.

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

**B.09 WARRANTY, MAINTENANCE, SERVICE AND SUPPORT**

All work, materials, and equipment furnished shall be guaranteed and warranted by the Vendor for a minimum period of one (1) year, unless otherwise specified, from final acceptance by the County to be free from defects due either to faulty materials or equipment or faulty workmanship. All materials, equipment, and workmanship furnished and installed by the Vendor is warranted and guaranteed by the Vendor to meet the required standards and to accomplish the purposes and functions of the project as defined, detailed, and specified herein.

The County shall, following discovery thereof, promptly give written notice to the Vendor of faulty materials, equipment, or workmanship within the period of the guarantee and the Vendor shall promptly replace any part of the faulty equipment, material, or workmanship at his own cost. These warranty and guarantee provisions create no limitations on the County as to any claims or actions for breach of guaranty or breach of warranty that the County might have against parties other than the Vendor, and do not constitute exclusive remedies of the County against the Vendor.

**B.10 SUBCONTRACTORS**

It is expected that the Vendor shall have in-house capability to provide all the services required by this contract; however, should the Vendor find it necessary to utilize the services of a subcontractor, the Vendor shall first obtain the approval of the County. The Vendor shall also require each subcontractor to adhere to applicable provisions of this contract, including obtaining the Certificate of Liability Insurance from the subcontractor(s). The utilization of any subcontractor shall not relieve the Vendor from any liability or responsibility to the County pursuant to the provisions of this contract or obligate the County to the payment of any compensation to the subcontractor or additional compensation to the Vendor.

**B.11 BIDDERS QUALIFICATIONS**

- a. Vendor shall have been registered with the Florida Department of State, Division of Corporations for at least two (2) continuous years.
- b. Vendor shall have all engineering, design, and metalizing, welding, heat-treating, machining, balancing, calibrating and testing capabilities necessary to completely refurbish any pumps listed on the Bid Form.
- c. Service capabilities will include but not be limited to: Shop cranes; despoiling device(s); winding system.
- d. Equipment used for inspecting, calibrating and testing pumps and motors shall be up-to-date and have calibration certificates traceable to the National Institute of Standards (NIST) where applicable.

Vendor shall make available, upon request by County, data confirming the equipment used for inspecting, calibrating and testing pumps are up-to-date along with calibration certifications which are traceable to NIST standards where applicable.

- e. Calibration equipment shall include, at a minimum: gage blocks, micrometers, dial indicators, colt meters, amp meters, test panels and vibration analyzers.

All responsible individuals shall be available by telephone, cellular telephone, and/or pager at all times. Vendor shall provide experienced, capable personnel to direct and complete work in a manner satisfactory to the County as well as in accordance with industry standards and Federal, State and Local Laws, regulations and guidelines.

**END OF SECTION B**

**SECTION C**  
**MINIMUM TECHNICAL SPECIFICATIONS**

**C.01 SCOPE OF SERVICES**

The bidder shall provide annual certified repair service for pumps, pump parts, and technical services for pump equipment on an "AS REQUIRED" basis in accordance with the specifications described herein.

The bidder's service center shall be a qualified pump repair facility. The service center shall be within a one hundred (100) mile radius of the County's location. The service center shall demonstrate that it has done business as a pump repair center for not less than two (2) continuous years and is engaged in repairing horizontal and vertical pump units, and various other pumps listed herein. Shop equipment of vendor shall be of a size and type required to accommodate the sizes and types of pumps listed in these specifications.

The successful Vendor shall provide all transportation, labor, materials, tests and equipment pick up for the Pump Repair and Machine Work and perform any reconditioning necessary to return the equipment to the point of delivery, fully operational. All material replacements must Tear down and inspection is mandatory unless both parties agree it is not necessary (e.g. an obvious external problem). If the pump is disassembled, seal replacement is mandatory. Original equipment manufacturing (OEM) shall be adhered to for all pump replacement parts and machine work, including balancing.

**C.02 INTENT**

The intent of this repair specification is to achieve a consistent, high quality diagnosis, repair and/or overhaul of a pump and / or motor and return it to good operating condition with a minimum of delay and cost. Not all repair situations can be covered in this repair specification. In the absence of specific instructions, the requirement shall be to restore the pump to its manufactured condition.

**C.03 REFERENCE DOCUMENT**

The references to be used in conjunction with these repair specifications are the latest edition of the following:

1. VAUGHEN'S Pricing Publishing Co. Inc., Motor & Pump Repair Price Guide.
2. Electrical Apparatus Service Association's (EASA) – Fundamentals for Pump Repair
3. ABMA – ANSI/ABMA Std. 7, Shaft and Housing Fits for Metric Radial Ball and Roller Bearings
4. National Fire Protection Agency (NFPA)

**C.04 EQUIPMENT REPAIR**

The types of equipment that may be repaired as a result of this Invitation for Bid may include but are not limited to:

- Submersible pumps
- Emulsifier screens
- Various types of valves
- Hydraulic systems

**C.05 MACHINE WORK DEFINED**

Machine work, as defined herein, shall apply to the drilling and tapping of broken bolts, the repairing of damaged locking rings and stators, the replacing of power cords, power cord assemblies and power cord connectors and repairs to impellers, covers, volutes, mounting rails, bearing journals, and pump shafts.

**C.06 REPAIR ESTIMATES AND INVOICES**

1. County Repair Form: The equipment will be accompanied by a repair form from the County requesting service that will list the perceived problems, the operating environment, and urgency of the repair, past problems where applicable, the requested repair service, any missing parts and the representative within the County Department to be contacted about the repair. A diagnosis and probable cause of the equipment failure or conditions that contributed to the equipment failure shall be included.

During repair, actions and findings shall be recorded by the Vendor on a Repairer's Tracking Form. A Repairer's Tracking Form is the successful bidder's work order or service sheet that shall contain records of all work done, problems noted, checks and measurements taken during the work, repairs carried out and final tests conducted prior to shipping. The successful vendor(s) shall return the repaired pump with this Repairer's Tracking Form and will be responsible for maintaining a copy of the form on file for a minimum period of three years.

2. Check shaft straightness- Measure the bearing bores, shells, housings and shaft journals using a micrometer. Outside diameter of bore of housing shall have 0.000" to -0.001" loose fit. Repairs are necessary when tolerance exceeds 0.0015". Machine work shall be approved by the authorized County representative before being performed or machine work will not be paid. Bearings journals, seal surfaces and bearing housing restoration shall be done by metalizing and machining or boring and busing. Documentation of before and after measurements shall be made by the Vendor on the Repairer's Tracking Form.
3. Install new bearings per manufacturer's specifications. All grease fittings, plugs, etc. shall be replaced unless otherwise indicated by the Authorized County representative. Bearings shall be properly lubricated and bearing oil reservoirs shall be filled where practical. All equipment shall be tagged with information as to whether or not bearing oil reservoirs were filled and what type of lubricant was used. All removed bearings shall be returned to the County.
4. The Vendor shall replace all gaskets on all associated equipment repairs.
5. A copy of all tests indicating satisfactory results shall be submitted to the County with the repaired pump.

After inspection of the equipment picked up for repair, **BUT** before any repairs have commenced, the successful vendor shall provide the County authorized representative with a written, numbered cost estimate for all pieces of equipment designated for repair which include but is not limited to: a detailed description of the work to be done; the make, model and serial/asset number of the equipment involved; an approximation of man-hours required and parts/materials costs; and approximate time required for completion of repairs. Estimated man-hours shall not

exceed Vaughen's recommended practices. Tear down and inspection is mandatory unless both Vendor and County agree it is not necessary (e.g. an obvious external problem). Seal replacement is mandatory if the equipment is disassembled.

The repair estimate shall include the following:

- a. Job Number / Estimate Number.
- b. Itemized description of the repair including whether or not the equipment needs an entire overhaul or just bearing replacement and cleanup (substantiate findings).
- c. Any new parts needed and costs itemized.
- d. Time needed to complete repair along with justification if longer than the time allocated by the Vaughen's Motor and Pump Repair Price Guide.
- e. Cost for repair (repair needs and labor hours shall be itemized).
- f. Options and recommendations for repair or replacement if applicable.

Repair of the equipment shall not commence until County's authorized representative has approved the estimate. A Release Order cannot be issued until the exact work is specified and approved. Invoices shall reflect the Job or Estimate Number, Release Order Number, the Blanket Purchase Order Number, description of the work, itemized parts and labor costs in accordance with the Bid pricing, and the date the equipment repairs were accepted by the County. Failure to include the information stated shall result in rejection of the invoice. NOTE: Billable hours shall include shop hours or on-site hours only. All trip charges, travel time, mileage and other expenses shall be included in the per-hour rate.

**END OF SECTION C**

**SECTION D**  
**BASIS OF AWARD**

The primary award shall be made to the responsive, responsible quoter meeting specifications and have the lowest total price. A secondary award shall be made to the responsive, responsible quoter meeting specifications and having the second lowest total price. Manatee County reserves the right to visit the bidder's premises for a walk-through inspection before a recommendation for award is made.

It is the intent of the County to place orders with the lowest priced responsive, responsible bidder who can provide the services at the time needed. However, the County reserves the right to place orders with other vendors in the event of an urgent, immediate need and the availability of the services requested cannot be met by the lowest price vendor at the time of need.

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.

**END OF SECTION D**

**BID FORM**  
 (Submit in Duplicate)  
 For: IFB #16-1803CB  
**PUMP REPAIR & MACHINE WORK**

Item	Description	Est. Quantity	Hourly Labor Cost	Extended Cost
1	Labor Hours, Regular (8am-5pm M-F except holidays)	500	\$ _____	\$ _____
2	OEM Materials	Estimated Cost \$50,000	Percentage Markup (not to exceed 15%) _____ %	Extended Cost \$ _____
3	Labor Hours, Emergency and Holidays (hours other than 8am-5pm M-F)	100	\$ _____	\$ _____
			<b>TOTAL COST:</b> (Sum of Items 1-3)	\$ _____

We, the undersigned, hereby declare that we have carefully reviewed the bid documents in their entirety and with full knowledge and understanding of the aforementioned herewith submit this bid, completely meeting each and every specification, term and condition contained therein. The IFB documents, including all specifications, terms, and conditions, shall be made a part of any resulting Agreement between Manatee County and the successful bidder.

Communications concerning this bid shall be addressed as follows:

Bidder's Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Emergency Telephone: ( ) \_\_\_\_\_ (should be available 24/7)

Email Address: \_\_\_\_\_

Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

**Environmental Sustainability** – The Company submitting this bid has an environmental sustainability initiative currently in place.  Yes  No If yes, the bidder shall submit a summary of their environmental sustainability initiative along with their bid.

**Authorized Signature(s):** \_\_\_\_\_

Name and Title of Above Signer(s): \_\_\_\_\_

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



MAILING LABEL

Cut along the outside border and affix this label to your sealed Bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the Bid and the Bid due date and time where requested.

**MAILING LABEL TO AFFIX TO OUTSIDE OF SEALED BID PACKAGE:**

**BIDDER NAME:** \_\_\_\_\_

**Bid No.:** IFB#16-1803CB

**Bid Title:** Pump Repair & Machine Work

**DUE DATE/TIME:** June 30, 2016 @ 3:00 PM

**ATTACHMENT A**  
**BIDDER'S QUESTIONNAIRE**  
*(Submit in Duplicate)*

The Bidder warrants the truth and accuracy of all statements and answers herein contained. (Include additional sheets if necessary.)

**THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.**

1. COMPANY'S NAME: \_\_\_\_\_  
CO. PHYSICAL ADDRESS: \_\_\_\_\_  
TELEPHONE NUMBER: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_
  
2. Bidding as an; individual: \_\_\_; a partnership: \_\_\_; a corporation; \_\_\_; a joint venture; \_\_\_
  
3. If a partnership: list names and addresses of partners; if a corporation: list names of officers, directors, shareholders, and state of incorporation; if joint venture: list names and address of venturers and the same if any venturer is a corporation for each such corporation, partnership, or joint venture:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
4. Your organization has been in business (under this firm's name) as a \_\_\_\_\_  
for how many years? \_\_\_\_\_
  
5. Describe and give the date and owner of the last three similar services within the past five (5) years you've completed which are similar in cost, type, size, and nature as the one proposed, preferably with a public entity. Include project description, project location, total project amount, contact name and phone number, and completion date:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
6. Have you ever failed to complete work awarded to you? If so, state when, where (contact name, address, phone number) and why?  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT A**  
**BIDDER'S QUESTIONNAIRE**  
*(Submit in Duplicate)*

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7. Have you ever been debarred or prohibited from bidding on a governmental entity's project? If yes, name the entity and describe the circumstances:

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8. Name three individuals, governmental entities, or corporations for which you have performed similar work and to which you refer. Include contact name and phone number:

1. 

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2. 

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3. 

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9. What are your required number of hours, not to exceed 48, for pick-up of pumps after receipt of a purchase order release, if repairs are to be done at your facility?

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 hours

ATTACHMENT B

**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**

SWORN STATEMENT PURSUANT TO ARTICLE V,  
MANATEE COUNTY PROCUREMENT CODE

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

This sworn statement is submitted to the Manatee County Board of County Commissioners by

\_\_\_\_\_ [Print individual's name and title]

\_\_\_\_\_ for \_\_\_\_\_ [Print name of entity submitting sworn statement]

whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.

I understand that no person or entity shall be awarded or receive an Owner's Agreement for public improvements, procurement of goods or services (including professional services) or an Owner's lease, franchise, concession or management agreement, or shall receive a grant of Owner's monies unless such person or entity has submitted a written certification to Owner that it has not:

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

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

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

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

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

ATTACHMENT B

(Continued)

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

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

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

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

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

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
[Type of identification]

\_\_\_\_\_  
Notary Public Signature My commission expires \_\_\_\_\_

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

**Signatory Requirement** - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

ATTACHMENT C

**INSURANCE REQUIREMENTS**

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

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

Insurance / Bond Type	Required Limits
	<p>machinery or equipment, successful bidder shall provide an "Installation Floater" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).</p> <p>c. <input type="checkbox"/> Maritime Coverage (Jones Act)  \$ _____ per occurrence</p> <p>Coverage shall be maintained where applicable to the completion of the Work.</p>
	<p>d. <input type="checkbox"/> Pollution  \$ _____ per occurrence</p> <p>e. <input type="checkbox"/> Professional Liability  \$ _____ per claim and in the aggregate</p> <ul style="list-style-type: none"> <li>• \$1,000,000 per claim and in the aggregate</li> <li>• \$2,000,000 per claim and in the aggregate</li> </ul> <p>f. <input type="checkbox"/> Project Professional Liability  \$ _____ per occurrence</p> <p>g. <input type="checkbox"/> Property Insurance  \$ _____</p> <p>If the resulting Agreement includes construction of or additions to above ground buildings or structures, bidder shall provide "<b>Builder's Risk</b>" insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).</p> <p><i>To the extent that property damage is covered by commercial insurance, Owner and successful bidder agree to waive all subrogation rights against each other, except such rights as they may have to the proceeds of such insurance. Successful bidder shall require a similar waiver of subrogation from each of its bidder personnel and sub-consultants, to include Special Consultants; successful bidder shall provide satisfactory written confirmation to Owner of these additional waivers.</i></p> <p>h. <input type="checkbox"/> U.S. Longshoreman's and Harborworker's Act</p>

Insurance / Bond Type	Required Limits
	Coverage shall be maintained where applicable to the completion of the Work.  i. <input type="checkbox"/> Valuable Papers Insurance \$ _____ per occurrence  j. <input type="checkbox"/> Watercraft \$ _____ per occurrence
6. <input type="checkbox"/> Bid Bond:	Bid bond shall be submitted by bidder for 5% of the total amount of the bid.
7. <input type="checkbox"/> Payment and Performance Bond:	Payment and Performance Bond shall be submitted by bidder for 100% of the award amount.  \$ _____

Reviewed by Risk: *Shirley D. Keating*



## **INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

**By way of its submission of a bid hereto, bidder:**

- a. Represents that bidder maintains, and will maintain during the term of any Agreement arising from this solicitation, all insurance coverage required herein from responsible companies duly authorized to do business under the laws of the State of Florida that hold a rating of "A-" or better by Best's Key Guide, latest edition, and are deemed acceptable to Owner as set forth in this solicitation.
- b. Agrees that insurance, as specified herein, shall remain in force and effect without interruption from the date of commencement of the Work throughout the duration of the Project, and shall remain in effect for at least two (2) years after the termination of the Contract Documents.
- c. Agrees that if the initial or any subsequently issued certificate of insurance expires prior to completion of the Work, successful bidder shall furnish to Owner renewal or replacement certificate(s) of insurance no later than ten (10) calendar days after the expiration date on the certificate. Failure of successful bidder to provide Owner with such renewal certificate(s) shall be considered justification for Owner to terminate any and all Agreements.
- d. Agrees that bidder and/or its insurance carrier shall provide thirty (30) days written notice to Owner of policy cancellation or non-renewal on the part of the insurance carrier or the successful bidder. Successful bidder shall also notify Owner, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by successful bidder from its insurer and nothing contained herein shall relieve successful bidder of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by successful bidder hereunder, successful bidder shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- e. Agrees that failure of successful bidder to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the resulting Agreement, which may result in immediate termination.
- f. Agrees that, should at any time the successful bidder not maintain the insurance coverage(s) required herein, Owner may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge successful bidder for such coverage(s) purchased. If successful bidder fails to reimburse Owner for such costs within thirty (30) days after demand, Owner has the right to offset these costs from any amount due successful bidder under this Agreement or any other agreement between Owner and successful bidder. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance companies used.

The decision of Owner to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

- g. Agrees to provide, upon request, the entire and complete insurance policies required herein.
- h. The payment of deductibles for insurance required of the successful bidder by the Contract Documents shall be the sole responsibility of the successful bidder.

**Certificate of Insurance Requirements:**

- a. Certificates of insurance in duplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number and title of the Project, and must read: For any and all work performed on behalf of Manatee County.
- b. **Additional Insured:** The Automobile Liability and Commercial General Liability policies provided by the successful bidder to meet the requirements of this IFB shall name Manatee County, Board of County Commissioners, as an additional insured as to the operations of the successful bidder under this IFB and shall contain severability of interests provisions.
- c. In order for the certificate of insurance to be accepted it must comply with the following:
  - 1. The "Certificate Holder" shall be:  
**Manatee County  
Board of County Commissioners  
Bradenton, FL  
IFB# 16-1803CB, PUMP REPAIR & MACHINE WORK  
For any and all work performed on behalf of Manatee County.**
  - 2. Certificate shall be mailed to:  
**Manatee County Purchasing Division  
1112 Manatee Avenue West, Suite 803  
Bradenton, FL 34205  
Attn: CHARLES BENTLEY, BUYER**

**BIDDER'S INSURANCE STATEMENT**

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

Bidder Name: \_\_\_\_\_ Date: \_\_\_\_\_

Bidder's  
Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Insurance  
Agency: \_\_\_\_\_

Agent Name: \_\_\_\_\_ Agent Phone: \_\_\_\_\_

***Please return this completed and signed statement with your bid.***

ATTACHMENT D

STATEMENT OF NO OFFER  
INVITATION FOR BID #16-1803CB  
PUMP REPAIR & MACHINE WORK

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

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

We, the undersigned, have declined to bid on IFB #16-1803CB, for the following reason(s):

- Specifications too restrictive
- Insufficient time to respond
- We do not offer this product or service
- Our schedule would not permit us to perform
- Unable to meet specifications
- Specifications unclear (explain below)
- Other (specify below)

\_\_\_\_\_  
\_\_\_\_\_

REMARKS:

\_\_\_\_\_  
\_\_\_\_\_

Thank you for your input.

Company Name:

\_\_\_\_\_

Company Address:

\_\_\_\_\_

Telephone:

\_\_\_\_\_

Signature:

Date:

\_\_\_\_\_

\_\_\_\_\_

Printed Name:

Title:

\_\_\_\_\_

\_\_\_\_\_



# Angelina M. Colonnese

CLERK OF THE CIRCUIT COURT AND COMPTROLLER OF MANATEE COUNTY

1115 Manatee Avenue West, Bradenton, Florida 34205 - Phone (941) 749-1800 - Fax (941) 741-4082  
P.O. Box 25400, Bradenton, Florida 34206 - [www.manateeclerk.com](http://www.manateeclerk.com)

## ATTACHMENT E: E PAYABLES APPLICATION

Company name \_\_\_\_\_

Contact person \_\_\_\_\_

Phone number \_\_\_\_\_

Email Address \_\_\_\_\_

.....  
**FINANCE USE ONLY**  
.....

Open orders: YES or NO

PEID \_\_\_\_\_

CREATE DATE \_\_\_\_\_

CONFIRMED WITH \_\_\_\_\_

Name and phone number

IFAS \_\_\_\_\_

BANK \_\_\_\_\_

INITIALS \_\_\_\_\_

**Return completed form to:**

Via email to: [lori.bryan@manateeclerk.com](mailto:lori.bryan@manateeclerk.com)

Via fax to: (941) 741-4011

Via mail:

PO Box 1000

Bradenton, FL 34206