

# REQUEST FOR QUOTATION

**#12-1585CB**

## BACTERIAL BLOCKS – WASTEWATER TREATMENT WITH ODOR CONTROL

PURCHASING OFFICE  
1112 MANATEE AVENUE WEST, SUITE 803, BRADENTON, FL 34205

ATTENTION: Charles Bentley, Buyer  
PHONE (941) 749-3036 FAX (941) 749-3034

DATE ISSUED: April 4, 2012    TIME AND DATE DUE: April 18, 2012 @ 3:00pm

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**THIS IS NOT AN ORDER**

### DESCRIPTION

Manatee County invites your participation in the following quotation. The specifications stated herein are of the minimum requirements. All quotes submitted must be in accordance with the General Conditions and Minimum Technical Specifications.

AUTHORIZED TO RELEASE: SWW

## GENERAL CONDITIONS

### **PURPOSE**

It is the intent of the County of Manatee to purchase bacterial blocks, on an as required basis, for delivery to Manatee County Utility Operations, Lift Stations, 5075 65<sup>th</sup> Street West, Bradenton, FL 34210 in accordance with the specifications located within this Request for Quote.

### **SPECIFICATIONS**

Vendors must submit quotes strictly in accordance with specifications. Each variance to these specifications must be specifically stated by the vendor on the quote form. Should the vendor not furnish the County a list of exceptions and supporting data, the County will assume the vendor is quoting in accordance with the specifications.

### **CLARIFICATION**

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

### **COSTS INCURRED IN RESPONDING**

This solicitation does not commit the County to pay any costs incurred in the submission of quotes or make necessary studies or designs for the preparation thereof, nor to procure or contract for the equipment.

### **RESERVED RIGHTS**

The County reserves the right to accept or reject any and/or all quotes, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the quote 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.

### **COLLUSION**

All vendors, by virtue of submitting their quote, certify that it is without any previous understanding, agreements or connections, with any persons, firm or corporation submitting a quote for same, and is in all respects fair, and without collusion or fraud.

### **TAXES**

Manatee County is exempt from Federal and State Sales Taxes.

### **MATHEMATICAL ERRORS**

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

### **ENCLOSURE**

Public Entity Crime Affidavit (Form No. PUR: 7068) shall be submitted complete with all quotes in excess of \$10,000.

**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

The County of Manatee, Florida, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR Part 8) issued pursuant to such Act, hereby notifies all vendors that it will affirmatively ensure that in any contract entered into pursuant to this invitation, minority business enterprises will be afforded full opportunity to submit quotes in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration of an award.

**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.

**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 quote, 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.

**USE OF TRADE NAMES**

Brand or trade names referenced in the specifications are for comparison purposes only. Vendors may submit quotes on items manufactured by other than the manufacturer specified. In these instances quotes must be accompanied with all descriptive information necessary for a thorough evaluation of the proposed material or equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variances from, or exceptions taken to the specifications. Failure of any vendor to furnish this data will be cause for rejection of the specified item to which it pertains.

**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.

**REGULATIONS**

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

**BLANKET ORDER**

Blanket Purchase Order(s) shall be issued as a result of this quote. A Blanket Purchase Order number, when accompanied by a valid Release Order number provided by Utility Operations, will authorize purchases on an "**as required**" basis.

A master agreement with subsequent individual orders shall be used, therefore for payment; each invoice must 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 the County's Representative.

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

**QUANTITIES**

Exact quantities of product to be procured under this contract cannot be determined at this time. Orders will be issued on an "as required basis"; this may include all or part of the items specified on the quote forms. The quantities listed are estimated and only given as a guideline for preparing your quote and should not be construed as representing actual quantities to be purchased.

**DELIVERY TIME**

All deliveries shall be made between the hours of 8:00 A.M. and 3:00 P.M., Monday through Friday, excluding holidays, unless otherwise agreed to by buyer's representative, to the predestinated locations.

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

**SECURITY**

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

**PRICES AND TERMS**

Quoters shall quote unit prices, F.O.B. Destination, including all discounts in accordance with unit of quantity indicated on Quote Form. The prices quoted shall be used for payment and shall be deemed to include payment in full for all transportation, labor, and equipment used in delivering all supplies and materials to the point of delivery.

**CONTRACT TERM**

This contract shall be for a period of three years, commencing from date of award, unless renewed or terminated as provided in this quote document.

**RENEWAL**

Provided that there are no changes of prices, terms, or conditions, **this contract shall be automatically extended/renewed** beyond the first thirty six (36) month contract period for additional twelve (12) month periods not to exceed total contract duration of sixty (60) months providing. **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 bid items, or solicit a new Invitation for Bid for all items (including multiple bid awards).

**CANCELLATION**

It is mutually agreed that any award made as a result of this quote may be canceled by the vendor upon 90 days written notice by Certified Mail to the County. However, the County is hereby authorized to purchase, in accordance with the prices bid, any quantity of materials 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.

**PAYMENT**

Within forty-five (45) days after delivery by the vendor, acceptance by the County, and presentation of an appropriate invoice, the County shall pay the total amount due. Payment invoices must indicate the Purchase Order number.

**WARRANTY, MAINTENANCE SERVICE AND SUPPORT**

All work, materials, and equipment furnished as defined herein shall be guaranteed and warranted by the contractor for a minimum period of one (1) year, unless otherwise specified, from final acceptance by the Owner to be free from defects due either to faulty materials or equipment or faulty workmanship. The Owner shall, following discovery thereof, promptly give written notice to the contractor of faulty materials, equipment, or workmanship within the period of the guarantee and the contractor shall promptly replace any part of the faulty equipment, material, or workmanship at his own cost.

**MATERIAL SAFETY DATA SHEET**

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

## INSURANCE COVERAGE

The quoter will not commence work under a contract until all insurance under this section, and such insurance coverage as might be required by the County, has been obtained. Minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy) shall be as follows:

### a. Workers' Compensation/Employers' Liability

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

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

\$ 100,000	(Each Accident)
\$ 500,000	(Disease-Policy Limit)
\$ 100,000	(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 the Limits of Insurance (Designated Project of Premises) endorsement (ISO Form GC 25 03) to a Commercial General Liability Policy with the following minimum limits:

Products/Completed Operations Aggregate	\$ 300,000
Personal and Advertising Injury	\$ 300,000
Each Occurrence	\$ 300,000
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	\$ 300,000
Annual Aggregate (If Applicable)	Three times each occurrence limit.

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

**INSURANCE COVERAGE (Continued)**e. Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the three above paragraphs a., b., and c., shall be filed with the Purchasing Director before operations are begun. The required certificates of insurance shall not only name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the quote number, project title and location of project. Insurance shall remain in force at least one (1) year after completion and acceptance of the project by the County, insurance in the amounts and types as stated herein, coverage for all products and services completed under this contract.

**ADDITIONAL INSURED: Manatee County, a political subdivision of the State of Florida, shall be specifically named as additional insured.**

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

**BASIS OF AWARD**

Award shall be made to the responsive and responsible quoter having the lowest overall total price.

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

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

## **MINIMUM TECHNICAL SPECIFICATIONS**

### **D.01 SCOPE**

The successful vendor shall provide bacterial blocks, on an as required basis, to Manatee County Utility Operations, Lift Stations, 5075 65<sup>th</sup> Street West, Bradenton, FL 34210.

### **D.02 MINIMUM CRITERIA**

The minimum criteria for the bacterial blocks are 4 billion bacteria CFUs per gram, intended to last a minimum of 60 days, with an estimated inflow of 40,000 gallons per day. The blocks are to be at least two (2) pounds each, not to exceed ten (10) pounds each.

### **D.03 DELIVERY REQUIREMENTS**

On an as required basis, vendor shall deliver a minimum of three (3) cases.

### **D.04 SUBMITTALS**

Vendor shall submit product specification sheets with quote showing the above minimum criteria has been met in order to be considered responsive.

**QUOTATION FORM****DATE DUE:** April 18, 2012 @ 3:00 pm

To: Manatee County Purchasing  
 1112 Manatee Avenue West, Suite 803  
 Bradenton, Florida 34205  
 Attention: Charles Bentley, Buyer

Or via Fax @ (941) 749-3034 / or email: [Charles.Bentley@mymanatee.org](mailto:Charles.Bentley@mymanatee.org)

We, the undersigned hereby declare that we have reviewed the quote documents and with full knowledge and understanding of the aforementioned, herewith submit our quote.

We propose to furnish bacterial blocks for wastewater treatment with odor control in accordance with the specifications of this Request for Quote at the following unit prices, for the following total offer:

DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
Bacterial Blocks	2,000 pounds	\$ _____ PER LB.	\$ _____

The price indicated above is for \_\_\_\_\_ pound size bacterial blocks.  
 The bacterial blocks quoted contain a CFU count of \_\_\_\_\_ per gram.

Discounts offered for larger blocks? (Y/N) \_\_\_\_\_

If yes, please provide discount and sizes (not to exceed ten pounds per block):

\_\_\_\_\_

Number of calendar days required delivery after notification of award, verbal or written, shall not exceed \_\_\_\_\_ days (not to exceed ten calendar days).

**Manatee County reserves the right to accept or reject any and/or all quotes to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the Quote.**

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

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

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

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

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

\_\_\_\_\_

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

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

Attachment "A"

STATEMENT OF NO QUOTE

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 quote on RFQ No.: 12-1585CB-Bacterial Blocks, 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 Quote and this Statement of No Quote 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"**

**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.

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.