

MANATEE COUNTY GOVERNMENT NONCOMPETITIVE INTENT TO AWARD

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|----------------------------------|--|---------------------------------------|-------------------------------------|
| SUBJECT | Hydromatic Submersible Pumps | DATE POSTED | July 28, 2015 |
| PURCHASING REPRESENTATIVE | Deborah Carey-Reed, CPPB 941-749-3074 | DATE CONTRACT SHALL BE AWARDED | August 2, 2015 |
| DEPARTMENT | Utilities Department | CONSEQUENCES IF DEFERRED | Additional operational costs |
| SOLICITATION | NC #2015-2515 Task #2015-2515 | AUTHORIZED BY DATE | Deborah Carey-Reed July 28, 2015 |

NOTICE OF INTENT TO AWARD

Noncompetitive Request #201500281 Notice of Intent to Award to Barney's Pumps, Inc., Lakeland, Florida, for the procurement of various "Hydromatic" submersible pumps at the Utilities Southeast Facility.

ENABLING/REGULATING AUTHORITY

Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy.

Manatee County Code of Laws, Sections 2-26-40 & 2-26-45

BACKGROUND/DISCUSSION

- ▶ It is the goal of the Utilities Department to standardize the many components of their operations and the Hydromatic submersible pump is included in this decision. Standardization of the equipment will increase compatibility and efficiency in respect to connecting with existing equipment; and will also require minimum training by staff due to staffs' knowledge in the operation and maintenance of this manufacturer's equipment. The purchase of an alternative would mean retrofitting all plant stations and stocking additional inventory.
- ▶ Barney's Pump Company is the authorized distributor for the municipal and industrial markets in the state of Florida with the right to promote and sell Hydromatic Engineered Products and is the authorized factory warranty and repair center for this area.

If a vendor believes this item is not a noncompetitive procurement, Manatee County Purchasing Division requires prospective vendors provide information regarding their ability to supply the commodity or contractual services described prior to the date indicated for "date contract shall be awarded".

| | | | |
|---|---|--|---|
| ATTACHMENTS (List in order of attached) | <ul style="list-style-type: none"> • Noncompetitive Procurement Request Form | FUNDING SOURCE (Acct Number & Name) | <input checked="" type="checkbox"/> Funds Verified <input type="checkbox"/> Insufficient Funds |
| COST | \$49,012 (Two pumps @ \$24,506 each) | AMT/FREQ OF RECURRING COSTS (Attach Fiscal Impact Statement) | None |



RO61461

Sole Source/Noncompetitive Purchasing Request

Department: SEWRF Utilities/NEWRF Contact: Donny Adams Steven Cruz Ext: 8069

Purchase Request (PR) Number: Varies / SEE ATTACHED DOC'S Date: 02/20/15

Description: (Explain request in detail) Various "Hydromatic" Submersible Pumps

Vendor: Barney's Pumps Inc Phone: 863-665-8500 Cost: Varies/SEE ATTACHED DOC'S 49,012.00

PART I – SOLE SOURCE PURCHASING (*Sole source purchasing* is defined as the acquisition of commodities or services where there is only one available source for the required commodity or service. Ex: proprietary software or equipment, copyright)

1. Are these commodities or services only available from one single source? Yes No

2. Explain why the commodity/service being requested is the only commodity/service that can meet your needs and why alternatives are unacceptable. Be specific regarding specifications, features, capability, compatibility, etc.

This request is for a direct in-line replacement of an existing "Hydromatic" pump located in various areas in Utilities. The purchase of an alternative would mean retrofitting all plant stations and stocking additional inventory.

3. Why is this vendor the only source from which to make this purchase? Describe efforts made to verify this information. (Attach sole source letter from vendor as documentation)

This vendor is the Sole Authorized Distributor for sales, warranty and service for "Hydromatic" Engineered Products in the state of Florida.

4. Explain the consequence to the County or its taxpayers, including a dollar amount of the financial impact, if the sole source purchase is not approved.

This sole source request is for the direct replacement of an existing "Hydromatic" pump. With this purchase we can maintain our current inventory without additional costs. If this purchase is not approved, it would cost the County greatly for new equipment.

NOTE: In any case where the County seeks to purchase from a sole source materials for the construction, modification, alteration or repair of any county-owned facility, the Board of County Commission must first make the written findings required by Florida Statutes, Section 255.04.

I hereby request that a sole source/noncompetitive request be approved for the purchase of the above statement of work, material, equipment, commodity, or service.


Division Manager's Signature
(up to \$25,000)

Jeff Goodwin
Print Name

3/2/15
Date


Department Director's Signature
(Greater than \$25,000)

C. Mike Gore
Print Name

7/16/15
Date

FOR PURCHASING DIVISION USE:

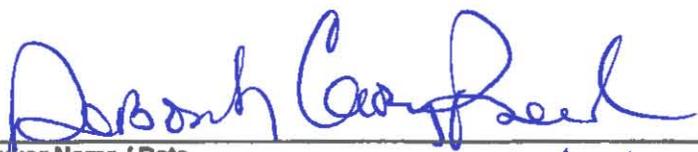
Posting: Categories Three and Four require an electronic posting for a minimum of five (5) business days. Category Five requires BCC approval and will be posted via board agenda for a minimum of seven (7) calendar days prior to board meeting.

Sole Source:

Posting: Category Three requires an electronic posting for a minimum of five (5) business days prior to award. Categories Four and Five require BCC approval and will be posted via board agenda for a minimum of seven (7) calendar days prior to board meeting.

Noncompetitive:

Reviewed and Approved by:


Buyer Name / Date
(up to \$100,000) 07/27/2015

Contracts/Buyer Manager / Date
(up to \$250,000)

Purchasing Official / Date
(Greater than \$250,000)

R061461

Bill to:
Manatee County Finance Department
Clerk Of The Circuit Court
P O Box 1000
Bradenton, FL 34206



BARNEY'S PUMPS INC.
2965 Barney's Pumps Place
Lakeland, FL

Ship to:
Manatee County Utilities
Manatee County Utilities
North County WWTP
8500 69th Street East
Palmetto, FL 34221

Telephone (863) 665-8500
Fax (863) 666-3858

Quotation

Page 1 of 3
Number SQ003541-2
Date 7/16/2015
Customer number 0000480
Customer P.O.
Destination country
Our ref. 000634
Quotation deadline 8/16/2015
Payment Net 45 days

Attn: Donny Adams
Phone: 941-792-8811
Fax: 941-795-3432
E-mail: donny.adams@mymantee.org

| Item number | Description | Ship date | Quantity Unit | Sales price | Amount |
|---------------|---|-----------|---------------|-------------|-----------|
| S8L5000M4-6D5 | Hydromatic Submersible Pump 50HP 460V 3-Phase 1.5inX1.4in Impeller 50ft, 4/4 Cord Includes: lift ball, discharge flange with grommet - Lead time: 6-8 weeks | 9/9/2015 | 2.00 EA | 24,506.00 | 49,012.00 |

Thank you for the opportunity to earn your business.
Lead times and/or ship dates are estimates only and are based on the information available at the time of quotation. Please note that these times/dates are subject to change. If shop drawings are required for approval, please request them from our office.

Order processed per Barney's Pumps standard terms and conditions of sale.
Charges below include freight and any other miscellaneous charges.
All shipments are F.O.B. Origin.

SIGN BELOW AND RETURN TO AUTHORIZE ORDER:

| | |
|-----------------------|----------------------|
| Sales subtotal amount | 49,012.00 |
| Charges | 0.00 |
| Net amount | 0.00 |
| Sales tax | 0.00 |
| Total | 49,012.00 USD |

| PRINT NAME | SIGNATURE | DATE |
|------------|------------------------|------|
| Quoted by: | Melissa M Burch | |
| E-mail: | burchm@barneypumps.com | |

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Barney's Pumps Terms of Sale & Warranty

1. Pricing is based upon these and our manufacturer's standard terms and conditions of sale. Copies of manufacturer's documents are available for review. No other terms or conditions of sale apply unless accepted in writing by the Barney's Pumps Credit Manager or an officer of the company. Quoted prices do not include any taxes and are valid for THIRTY (30) days from the date of Barney's Pumps' proposal unless otherwise noted on the proposal. If the proposal is not unconditionally accepted, in writing, within that timeframe, Barney's Pumps reserves the right to modify pricing.
2. Standard payment terms are net 30 days from invoice date. For contractor sales: Minimum 90% net 30 days – Balance of retainage due at start-up OR eighty (80) days from invoice date, whichever occurs first.
3. We reserve the right to charge one and one-half percent (1-1/2%) of the past due balance per month. If it becomes necessary for us to employ an attorney or to bring suit to recover any amount, the Purchaser agrees to pay all of our court costs, legal expenses, and reasonable attorney's fees in connection therewith. These remedies are not in lieu of any other remedies so provided by applicable law.
4. Shipping and shop drawing production schedules are estimates based on current market conditions; they are subject to revision. We will not be liable or responsible for any delays caused by late shipment to us, or by any other matters beyond our control (Force Majeure) either in whole or in part.
5. If requested, shop drawings will be provided for submittal, review and approval to ensure that you, our customer, can be sure that Barney's Pumps has the correct perception of what you require. Any order where shop drawings are provided is contingent upon the approval of those shop drawings that, when approved, shall become the only specifications for the materials/goods you wish to purchase. Barney's Pumps cannot and does not warrant, guarantee or represent that materials/goods are suitable for any particular purpose nor does Barney's Pumps warrant, guarantee or represent that the materials/goods will be or have been approved for use by any other party. The customer is not authorized to rely on any warranty or representation by Barney's Pumps not contained in this document or otherwise provided in writing.
6. Purchaser must inspect all materials/goods for damage or shortage at the time of delivery. Claims for damage or shortage must be given in writing at the time of delivery to the carrier, and we must be notified in writing of any such claim within five (5) days.
7. Materials/goods may not be returned without our consent and will be subject to a restocking charge plus any freight costs involved.
8. LIMITED WARRANTY: Materials/goods manufactured by others are warranted only under the conditions and to the extent that they are warranted by the manufacturer(s) of said materials/goods, whose warranties will be furnished and assigned to Purchaser on request. We will not be liable for any breach of such warranty and Barney's Pumps does not provide any express or implied warranty concerning such materials/goods.
With respect to materials/goods manufactured by Barney's Pumps, including Unitron Controls® electrical control panels, we warrant said materials/goods only to the original purchaser and only against defects in workmanship and material, subject to the limitations described below. The warranty period shall be the lesser of one year from startup or eighteen (18) months from date of shipment. It is the original purchaser's responsibility to ensure that the equipment is properly

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lubricated and that electrical components used in the control panels are free from rust and operate properly prior to start-up. This warranty does not apply to damage resulting from accident, alteration, misuse or abuse. Parts of products, or accessories, manufactured by others are warranted only to the extent of the original manufacturer's express warranty, if any. We warrant to the original purchaser that any part which proves to be defective in material or workmanship will be repaired or replaced at no charge with a new or remanufactured part, F.O.B. Lakeland, Florida. The original purchaser shall assume all responsibility and expense for removal, reinstallation, and freight to and from Lakeland, Florida. Any item designated as manufactured by others shall be covered only by the express warranty of the manufacturer thereof, if any.

EXCLUSION OF ALL OTHER WARRANTIES: THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED; ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO ANY GOODS OR MATERIALS PRODUCED OR MANUFACTURED BY BARNEY'S PUMPS.

For those items partially or totally manufactured by others and incorporated into our system(s) for resale, we pass along their warranty in total, but do not offer additional warranties, nor certify that they meet the intent of any request. Other than the above express warranty, Barney's Pumps makes no other warranties or representations whatsoever. In order for our said warranty to be enforceable, we must first be given a written notice and a reasonable opportunity to inspect the materials/goods alleged to be defective, as well as the installation and use thereof. Warranty is determined solely by the manufacturer of the materials/goods.

9. Service, Repair and Maintenance Work: From time to time, Barney's Pumps may perform service, repair and maintenance work for the customer on materials/goods purchased by the customer and/or provide training to the customers concerning said materials/goods. For all repair and maintenance work performed by Barney's Pumps at Barney's Pumps facility, Barney's Pumps warrants said repair and maintenance work against defects in material and workmanship only for the ninety (90) days from the completion of said repair and maintenance work. For service, repair and maintenance in the field and for training to customers, Barney's Pumps warrants only that said service, repair and maintenance and field training shall be free from defects in materials and workmanship for ninety (90) days.

10. In no event will we be liable for consequential damages, incidental damages, special damages, indirect damages, loss of use, loss of performance, loss of operations, loss of profit, or any other damages with respect to any materials/goods supplied by us, whether solely manufactured by us or others. Barney's Pumps and the original purchaser agree that the sole and exclusive remedy against Barney's Pumps regarding goods and materials manufactured by Barney's Pumps shall be for the repair or replacement of defective parts as provided above.

Indemnification and/or Hold Harmless is not accepted by Barney's Pumps. This in no way diminishes the rights of either party. It is simply our corporate policy to rely on our extensive warranty outlined above.