

**MANATEE COUNTY GOVERNMENT**  
**INVITATION FOR BIDS (IFB) #11-3252CD**  
**WATER AND SEWER MATERIALS AND ACCESSORIES**  
**RE-BID OF GROUPS G AND K**

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

**DEADLINE FOR CLARIFICATION:      Tuesday, September 6, 2011**

**TIME AND DATE DUE:      Wednesday, September 14, 2011 at 3:00 PM**

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**Important Note:      A prohibition of Lobbying has been enacted. Please review paragraph A.23 carefully to avoid violation and possible sanctions.**

**FOR INFORMATION CONTACT:**  
**CHRIS DALEY, CPPB- SENIOR BUYER**  
Phone (941) 749-3048   -   Fax (941) 749-3034

AUTHORIZED TO RELEASE:



## INFORMATION TO BIDDERS

### A.01 OPENING LOCATION

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

### A.02 BID INFORMATION AND BID DOCUMENTS

Manatee County Purchasing Division posts **notices of bid or proposal opportunities and addenda** on the Purchasing Division's web page at <http://www.mymanatee.org> which can be accessed by clicking on the "Purchasing" button on the left side of the screen and then clicking on the "Bids and Proposals" button.

Bid or Proposal documents and the Notices of Source Selection related to those Bids or Proposals are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "Bids and Proposals." You may view and print these files using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the County's web page if you do not have it.

**Manatee County collaborates with the Manatee Chamber of Commerce** on distributing solicitations using the RFP Tool web page on the Chambers website: <http://www.Manateechamber.com> to post Bid and Proposal documents in a portable document format (.PDF) file. This step is in addition to the posting on Manatee County Government web pages.

Manatee County may also use an internet service provider to distribute Bids and Proposals. A link to that service <http://www.DemandStar.com>, is provided on this website under the Tab "DemandStar". Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Note: The County posts the Notice of Source Selection seven calendar days prior to the effective date of the award.

IT IS THE RESPONSIBILITY OF EACH VENDOR, PRIOR TO SUBMITTING THEIR BID or PROPOSAL, TO CONTACT THE MANATEE COUNTY PURCHASING OFFICE (see contact information on page one of this document) TO DETERMINE IF ADDENDA WERE ISSUED AND TO MAKE SUCH ADDENDA A PART OF THEIR BID or PROPOSAL.

### A.03 BID FORM DELIVERY REQUIREMENTS

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their bid delivered to the Manatee County Purchasing Office for receipt on or before the stated time and date. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Office. Bids delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense.

A.04 DEADLINE FOR CLARIFICATION REQUESTS

September 6, 2011 shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids to the Manatee County Purchasing Office.

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

A.05 CLARIFICATION & ADDENDA

Each bidder shall examine all Invitation for Bids documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids shall be made through the Manatee County Purchasing Office. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

If any addenda are issued to this Invitation for Bid, the County will Broadcast the addenda on the Demand Star distribution system to "Planholders" on this web service, and post the documents on the Purchasing Division's web page at <http://www.mymanatee.org> which can be accessed by clicking on the "Purchasing" button on the left side of the screen and then clicking on the "Bids and Proposals" button. It shall be the responsibility of each bidder, prior to submitting their bid, to contact Manatee County Purchasing (see contact on page 1) to determine if addenda were issued and to make such addenda a part of their bid.

A.06 SEALED & MARKED

Three signed copies of your bid shall be submitted in one sealed package, clearly marked on the outside "Sealed Bid #11-3252CD – Water & Sewer Materials and Accessories Rebid of Groups G and K" with your company name.

Address package to:

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

A.07 LEGAL NAME

Bids shall clearly indicate the legal name, address and telephone number of the bidder. Bids shall be signed above the typed or printed name and title of the signer. The signer must have the authority to bind the bidder to the submitted bid.

A.08 BID EXPENSES

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

### A.09 IRREVOCABLE OFFER

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

### A.10 DISCLOSURE

Upon receipt, responses become "Public Records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Section 119.071(1)(b)2 states that sealed bids shall be exempt from inspection or copying until such time as the County provides a notice of a decision or until 30 days after the date the bids are opened, whichever is earlier.

Based on the above, Manatee County will receive bids at the date and time stated, and will make public at the opening the names of the business entities of all that submitted an offer and any amount presented as a total offer without any verification of the mathematics or the completeness of the offer. Upon the expiration of the statutory term for exemption the actual documents may be inspected or copied.

When County staff have completed a mathematic validation and inspected the completeness of the offers, a tabulation shall be posted on mymanatee.org.

### A.11 UNBALANCED BIDDING PROHIBITED

Manatee 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 specifications and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids will include:

1. Bids showing omissions, alterations of form, additions not specified or required conditional or unauthorized alternate bids.
2. 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.
3. Bids where the unit costs offered are in excess of or below reasonable cost analysis values.

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

## A.12 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County. For all items combined, the bid of the lowest responsive, responsible bidder will be accepted, unless all bids are rejected. The lowest responsible bidder shall mean that bidder who makes the lowest bid to sell goods and/or services of a quality which conforms closest to or most exceeds the quality of goods and/or services set forth in the attached Contract Documents or otherwise required by the County, and who is fit and capable to perform the bid as made.

To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the Invitation for Bids. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to deliver the goods or service requested. Information the County deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

## A.13 APPLICABLE LAWS

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Purchasing Code of Laws, as amended.

## A.14 CODE OF ETHICS

With respect to this bid, if any Bidder violates or is a party to a violation of the Code of Ethics of Manatee County per Manatee County Purchasing Code Ordinance 08-43, Article 3, Ethics in Public Contracting, and/or the state of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids or proposals for work or for goods or services for Manatee County.

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

### A.15 COLLUSION

By offering a submission to this Invitation for Bids, the bidder certifies that the bidder has not divulged, discussed or compared their bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to their own organization, that in connection with this bid:

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

### A.16 BID FORMS

Bids must be submitted on attached County forms, although additional pages may be attached. **Bidders must fully comply with all bid Contract Documents, terms, and conditions.** Failure to comply shall result in contract default, whereupon, the defaulting vendor shall be required to pay for any and all reprourement costs, damages, and attorney fees as incurred by the County.

### A.17 DISCOUNTS

Any and all discounts must be incorporated in the prices contained in the bid; and not shown separately. The prices as shown on the bid form shall be the price used in determining award(s).

### A.18 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes (F.E.T. Exempt Cert. No. 59-78-0089K and FL Sales Tax Exempt Cert. No. 51-02-027548-53C); therefore, the bidder is prohibited from delineating a separate line item in his bid for any sales or service taxes. Nothing herein shall affect the bidder's normal tax liability.

### A.19 MATHEMATICAL ERRORS

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

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

### A.20 DESCRIPTIVE INFORMATION

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

### A.21 MODIFICATION OF BID CONTRACT DOCUMENTS

If a bidder wishes to recommend changes to the bid Contract Documents, the bidder shall furnish in writing, data and information necessary to aid the County in evaluating the request to modify the bid Contract Documents. The County is not obligated to make any changes to the bid Contract Documents. Unless an addendum is issued as outlined in Article A.04, the bid Contract Documents shall remain unaltered. **Bidders must fully comply with the bid Contract Documents, terms, and conditions.**

### A.22 AMERICAN DISABILITIES ACT

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

### A.23 LOBBYING

After the issuance of any Invitation for Bids or Request for Proposals, prospective bidders, proposers or any agent, representative or person acting at the request of such bidder or proposer shall not contact, communicate with or discuss any matter relating in any way to the Invitation for Bids or Request for Proposals with any officer, agent or employee of Manatee County other than the Purchasing Director or as directed in the Invitation for Bids or Request for Proposals. This prohibition begins with the issuance of any Invitation for Bids, or Request for Proposals, and ends upon execution of the final contract or when the invitation or request has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code.

A.23 LOBBYING (Continued)

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

A.24 DRUG FREE WORK PLACE

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

A.25 DISQUALIFYING CRIMINAL MATTERS; CERTIFICATION REQUIRED

A person or affiliate who has been placed on the State's convicted vendor list following a conviction for a public entity crime, as that term is defined in Florida Statute s. 287.133, may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

In addition, the Manatee County Code prohibits the award of any contract to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of an 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 manner; To ensure compliance with the foregoing, the Code requires all persons or entities desiring to contract with the 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 a such a record and is therefore eligible to seek and be awarded business with the 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 confirming Criminal Matters Certification Affidavit is attached for this purpose.

A.26 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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

A.27 MBE/WBE

The State of Florida, **Office of Supplier Diversity** provides the certification process and the database for identifying certified MBE/WBE firms. This service may be directly accessed at: <http://www.osd.dms.state.fl.us/iframe.htm>

If you have any questions regarding this State service, please contact their office at (850) 487-0915.

**NOTE: ANY OR ALL STATEMENTS CONTAINED IN THE FOLLOWING SECTIONS: GENERAL TERMS AND CONDITIONS, SPECIFIC TERMS AND CONDITIONS, SPECIFICATIONS OR BASIS OF AWARD, WHICH VARY FROM THE INFORMATION TO BIDDERS SHALL HAVE PRECEDENCE**

## GENERAL TERMS AND CONDITIONS

### B.01 CONTRACT FORMS

Any agreement, contract, or Purchase Order resulting from the acceptance of a bid shall be made by a purchase order and be bound by the terms and conditions herein.

### B.02 AUTHORIZED PRODUCT REPRESENTATION

The successful bidder(s), by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. The successful bidder's failure to perform accordingly may, in the County's sole discretion, be deemed a breach of contract, and shall constitute grounds for the County's immediate termination of the contract.

### B.03 QUALITY GUARANTEE

If any product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this bid, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. Also, the vendor shall refund to Manatee County any money which has been paid for same. The vendor will be responsible for attorney fees in the event the supplier defaults and court action is required.

### B.04 ROYALTIES AND PATENTS

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

### B.05 INDEMNIFICATION

The successful vendor covenants and agrees to indemnify and save harmless the County, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the County, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.

**B.06 REGULATIONS**

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

**B.07 MANUALS, SCHEMATICS, HANDBOOKS**

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

## SPECIFIC TERMS & CONDITIONS

### C.01 PURPOSE

It is the intent of the County of Manatee to purchase on an as required basis, water and sewer materials and accessories for delivery to Manatee County Utilities Department Warehouse and various job sites within Manatee County. It is the specific purpose of this bid to establish an annual contract for the required materials and to secure the cost and availability of the materials for procurement.

### C.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 that these quantities will be released).

A master agreement with subsequent individual orders shall be used 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 materials or services not authorized by a valid Release Order Number issued by the County.

Quantities of purchases will vary depending on the needs and authorized budget of each authorized County department. Bid forms shall be included as an attachment to the Blanket Purchase Order. Make no shipments until a valid release order is provided.

### C.03 QUANTITIES

Exact quantities of the required materials to be procured under this contract cannot be determined at this time, but past annual usage is indicated on the Bid Form. Orders will be issued on an "as required basis"; this may include all or part of the quantities specified, or may result in additional quantities; however, this is not guaranteed. 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.

### C.04 DELIVERY TIME

The primary goal of this contract is for the speedy acquisition of water and sewer materials and accessories; therefore, successful bidder's responsiveness under the terms of this contract is paramount. Delivery of orders resulting from award of this bid shall be made within one (1) to three (3) business days after receipt of a valid release order number, for the items listed on the Bid Form. For all other items, deliveries shall be made complete within thirty (30) calendar days after receipt of a valid release order number.

Failure to respond within the time specified may result in materials being ordered from and delivered by others and/or termination of award.

C.04 DELIVERY TIME (Continued)

All deliveries shall be made between the hours of 9:00 A.M. and 2:30 P.M., Monday through Friday, excluding holidays, unless otherwise agreed to by buyer's representative, to the predestinated locations. Large shipments, i.e., truckloads requiring material handling equipment, must be preceded by no less than 24 hours notice.

**No drop shipments allowed unless otherwise agreed to by the County.**

Successful bidder(s) 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 with pricing shall be left with the County on each delivery.

C.05 PRICES & TERM

Bidders shall bid a firm fixed, best unit price including all discounts in accordance with unit of quantity indicated on the Bid form. For like items not listed in a commodity group, the bidder shall provide a fixed discount percent (%) off a Manufacturer's Suggested Retail Price (MSRP) list or fixed percent (%) markup to a published wholesaler's price list.

The prices bid 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.

C.06 RENEWAL

If not cancelled by the Vendor or the County, **this contract shall be mutually extended/renewed** beyond the first twelve (12) month contract period for additional twelve (12) month periods not to exceed total contract duration of sixty (60) months providing there are no changes of prices, terms or conditions; except as provided in Article C.07 for Price Adjustments for Renewal Periods. **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 choose not to renew, 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).

If not cancelled by the Vendor or the County, the County shall provide the Vendor a written notice of intent to renew no sooner than 60 days prior to the end of a contract period.

C.07 PRICE ADJUSTMENTS FOR RENEWAL PERIODS

- a. **For items listed on Bid Form:** Prices shall remain firm for the first twelve (12) month base contract term. Requested price changes for the remaining terms may be adjusted in accordance with the Producers Price Index for:

**Groups G and subgroups G:** Metals and Metal Products WPS105

**Groups K and subgroups K:** Iron and Steel Products WPU101

C.07 PRICE ADJUSTMENTS FOR RENEWAL PERIODS (Continued)

All indexes are as provided by the Bureau of Labor Statistics website, [www.bls.gov/data/home.htm](http://www.bls.gov/data/home.htm). The base index shall be the index effective on the date of Award. The index used for each successive renewal period shall be the effective index on the date of renewal.

The maximum acceptable increase for any renewal term shall be the percentage calculated in accordance with the method described in the Consumers Price Index from the Bureau of Labor Statistics.

- b. **Manufacturer's Price List:** Prices may change once annually when Vendor's discount is applied to a manufacturer's new, published, suggested retail price list. The vendor's percentage discount shall remain firm for the life of the contract.
- c. **Wholesaler's Price List:** Prices may change once annually when Vendor's percentage markup is applied to a wholesaler's new, published, wholesale price list. The vendor's percentage markup shall remain firm for the life of the contract.

C.08 PAYMENT

After receipt of materials and /or services by the vendor, acceptance by the County, and presentation of an appropriate invoice, the County shall pay the total amount due within forty-five (45) days. Payment invoices must indicate both the Blanket Purchase Order number and the Release Order number.

C.09 CANCELLATION

It is mutually understood and agreed that any award made as a result of this bid 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 and/or services during this 90 day period.

The County reserves the right to terminate a contract 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 this contract for the convenience of the County, with or without cause.

C.10 WARRANTY, MAINTENANCE SERVICE AND SUPPORT

If any product/service delivered does not meet performance requirements or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this bid, the vendor shall pick up the product from the County at no expense to the County. 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.

If the vendor cannot meet the delivery requirements for any of the items specified herein, the County reserves the right to procure the product from the next lowest responsive, responsible bidder or to solicit new pricing.

**C.11 MATERIAL/SAFETY DATA SHEET**

It shall be the responsibility of the awarded bidder(s) 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.

**C.12 SECURITY**

Successful bidder(s) must comply with each County facility's security requirements for deliveries and drivers. 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; and provide updated information as changes occur.

## TECHNICAL SPECIFICATIONS

### D.01 SCOPE

The Manatee County Utilities Department currently inventories an estimated 2,700 water and sewer materials and accessories. Manatee County is seeking to establish a strategic business partnership with multiple vendors to supply water and sewer materials and accessories to the Manatee County Utilities Department Warehouse and Utilities Department Maintenance locations within Manatee County. This shall include, but not limited to, the following:

- A. Furnish and deliver requested materials within 1-3 business days to the Manatee County Utilities Warehouse. Large project orders shall be delivered to the project site or to a Utilities Maintenance location within Manatee County. Same day delivery may be required for emergencies.
- B. Provide 24/7 contact and assistance for after hours emergencies.
- C. The successful vendor(s) shall keep a minimum inventory, at their locations, of items they are awarded.
- D. Coordinate with Utilities warehouse staff to review stock levels and minimize stock outages.

### D.02 PRICING OF MATERIALS

Bidders shall bid a fixed unit price for all items listed on the bid form, and a fixed percentage discount off of a published manufacturer's price list for like items within each group that may be purchased during the life of this contract.

### D.03 BIDDER QUALIFICATIONS

To respond to delivery requests within a reasonable time, the bidder must be a stocking distributor of the items being bid.

### D.04 MATERIAL SPECIFICATIONS

All materials delivered shall comply with the Manatee County's published Utility Specifications Standards. The approved products listed for each group are those manufacturer's products that are currently being purchased by the Manatee County Utilities Department Warehouse; however, Manatee County will accept bids of equal manufacturer's products that meet the published Manatee County Utility Specifications Standards.

Bidders that are submitting bids for products that are not listed in the approved products list shall submit technical specification sheets for the manufacturer's products that they are bidding, along with their bid form.

D.04 MATERIAL SPECIFICATIONS (Continued)1. **GROUP G-MISCELLANEOUS WATER AND SEWER VALVES:**

- a. **RESILIENT- SEATED GATE/ OS&Y VALVES:** Gate valves 2 inches to 14 inches in diameter shall be resilient seated, manufactured to meet or exceed the requirements of AWWA C509 or AWWA C515 and shall be UL listed and FM approved where applicable. Valves shall have an unobstructed waterway equal to or greater than the full nominal diameter of the valve. The valves shall have a non-rising stainless steel stem to eliminate lead content. All bolts, nuts and washers shall be stainless steel to eliminate exterior corrosion and maintain fastener strength. Manufacturer shall use Never-Seez or equivalent during assembly of bolt and nut sets to prevent galling of similar metals. Stem seals shall be provided and shall be of the O-ring type, two above and one below the thrust collar.

Valves that are located above grade and located in valve vaults shall be OS&Y with flanged joints. The wedge shall be ductile iron fully encapsulated with an EPDM rubber.

The Elastomer type shall be permanently indicated on the disc or body of the valve. The resilient sealing mechanism shall provide zero leakage at the water working pressure when installed with the line flow in either direction. The valve body, bonnet, and bonnet cover shall meet or exceed all the requirements of AWWA C509 or AWWA C515.

Gate valves meeting AWWA C509 requirements shall be rated for an operating pressure of 200 psi and shall be tested in accordance with AWWA C509. Valves meeting AWWA C515 requirements shall be rated for an operating pressure of 250 psi and shall be tested in accordance with AWWA C515. The valves are to have 2-inch cast or ductile iron AWWA operating nuts and shall open left or counter-clockwise.

The valves shall be covered by a Manufacturer's 10 year warranty on manufacturer's defects and reasonable labor costs for replacement. Warranty shall become effective from the date of purchase by the end user and delivered within 30 days from the receipt of the purchase order. For publicly owned and maintained utilities, the end user is Manatee County Government.

Gate valves shall be assembled and tested in a certified ISO 9001:2000 manufacturing facility within the United States and provide their certification of meeting internationally recognized quality control procedures.

- b. **RESILIENT-SEATED TAPPING VALVES:** Tapping valves shall meet the requirements of AWWA C509/C515 with ductile iron body and shall be rated for a pressure of 250 psi. The valves shall be flanged with alignment ring by mechanical joint with a non-rising stainless steel stem to eliminate lead content. All bolts, nuts and washers shall be stainless steel to eliminate exterior corrosion and maintain fastener strength. Manufacturer shall use Never-Seez or equivalent during assembly of bolt and nut sets to prevent galling of similar metals. Stem seals shall be provided and shall be of the O-ring type, two above and one below the valve's thrust collar. Valve shall be designed for vertical burial and shall open counterclockwise. Operating nut shall be AWWA standard 2-inch square for valves 2 inches and up. Valves shall have an unobstructed waterway equal to or greater than the full nominal diameter of the valve to accommodate full size shell cutter. Gaskets shall cover the entire area of the flange surface and be 1/8-inch minimal thickness of red

rubber. The wedge shall be ductile iron fully encapsulated with EPDM rubber. All bolts, nuts and washers between the sleeve and valve shall be stainless steel.

- c. **ECCENTRIC PLUG VALVES:** Plug valves shall be eccentric, non-lubricating type with integral plug and shafts and shall be furnished with end connections and with actuating mechanisms as called for on the construction plans or as otherwise required. Valves shall seal bubble-tight or water drop-tight in both directions when tested according to the Leakage Test method of AWWA C504 with an air pressure or hydrostatic pressure of 150 psi. Plug valves shall also be subjected to the internal, full body Hydrostatic Test of AWWA C504 at a pressure two times the rated pressure or a minimum pressure of 300 psi, whichever is greater. During the test, there shall be no leakage through the metal, or through the end joints or shaft seal, nor shall any part of the valve be deformed.

Flanged valve ends shall be faced and drilled according to ANSI B 16.1, Class 125. Mechanical joint valve ends shall conform to AWWA C111. Threaded ends shall conform to the NPT requirements of ANSI B1.20.1.

The plug valve body, bonnet and gland shall be cast iron per ASTM A 126, Class B. The integral plug and shafts shall be cast iron ASTM A 126, Class B, or 316 stainless steel. The entire plug, except for the shafts, shall be covered with nitrile (Buna N) rubber. The rubber compound shall have been vulcanized to the metal plug and shall have a peel strength of not less than 75 pounds per inch when tested according to ASTM D 429, method B. The valve seat shall be at least 90 percent pure nickel, welded-in overlay into the cast iron body. The top and bottom bearings shall be 316 stainless steel. Plug valves shall have a minimum port area of 100 percent of the nominal pipe size area unless noted otherwise. Valves shall have worm gear type actuators with 2-inch square operating nuts.

Plug valves shall be coated inside with Protecto 401 or amine-cured novolac ceramic epoxy or another two-part epoxy suitable for sanitary sewer service which has been approved by Manatee County.

- d. **CHECK VALVES WITH WEIGHTED ARMS:** Check valves shall be swing type, weighted lever, conforming to AWWA C508. Valves shall be iron-body, bronze-mounted, single disk, 175 psi working pressure for 2- through 12-inch, 150 psi for 14- through 30-inch, with ANSI B16.1 Class 125 flanged ends, by Mueller; No. A-2600-6-01 (sewer), No. A-2602-6-01 (water), or AVK Series 41, or an approved equal. Check valves shall have bronze seat and body rings, extended bronze or stainless steel hinge pins and stainless steel nuts and bolts on bolted covers.

Valves shall be so constructed that disc and body seat may easily be removed and replaced without removing the valve from the line. Valves shall be fitted with an extended hinge arm with outside lever and weight.

- e. **EXTENSION VALVE STEMS:** Shall be complete with centering rings and stainless steel pin. The extensions shall be "ALL" stainless steel or hot dipped galvanized only.

**APPROVED PRODUCTS (Resilient Lined Valves):**

- a. Kennedy
- b. Mueller
- c. American AVK
- d. American Darling

**APPROVED PRODUCTS (Eccentric Plug Valves):**

- a. Milliken (or equivalent)

**APPROVED PRODUCTS (Check Valves):**

- a. Mueller
- b. AVK

**2. GROUP K-HYDRANTS AND RELATED PARTS:**

- a. **FIRE HYDRANTS:** Hydrants shall be dry barrel, nostalgic style, and shall be AVK Model 2780, or approved equal, and shall conform to AWWA C502 and be UL/FM certified, and shall in addition meet the specific requirements and exceptions which follow:
  - Hydrants shall be according to manufacturer's standard pattern or nostalgic style and of standard size, and shall have one 5-inch Storz connection or equivalent with two 2½- inch hose nozzles. Hydrant inlet connections shall have mechanical joints for 6-inch pipe.
  - Hydrant valve opening shall have an area at least equal to that area of a 5 1/4-inch minimum diameter circle and be obstructed only by the valve rod. Each hydrant shall be able to deliver 500 gpm minimum through its two 2 1/2 -inch hose nozzles when opened together with a loss of not more than 2 psi in the hydrant per AWWA C502.
  - The upper and lower stem rod shall be stainless steel and shall have a breakable stem-rod coupling of stainless steel, or cast iron or ductile iron with a fusion bonded epoxy coating, with stainless steel pins and clips. Hydrants shall be hydrostatically tested as specified in AWWA C502 and shall be rated at 250 psi minimum.
  - The operating nut shall be 1 ½ -inch pentagon shaped with a protective weather cover, and open counter clockwise.
  - All nozzle threads shall be American National Standard. Each nozzle cap shall be provided with a Buna N rubber washer.
  - All hydrants shall be traffic break away type and allow for 360 degree rotation to position the Storz connection/nozzle in the desired direction after installation.
  - Hydrants must be capable of being extended without removing any operating parts. Hydrant extensions shall be **bitumen coated** inside and outside with a stainless steel stem. The breakaway coupling can be fusion bonded epoxy coated or stainless steel. Only one hydrant extension is allowed per hydrant.
  - Weepholes shall be excluded from fire hydrants.
  - Hydrant main valve closure shall be of the compression type opening against the pressure and closing with the pressure. The main valve shall be faced or covered with EPDM elastomer, which shall seat on a bronze ring. Hydrant bonnets, weather cover, nozzle section, caps and shoe shall be cast iron or ductile iron, and shall be fusion-bonded epoxy coated at the factory, per AWWA C550, inside and outside.

- Lower barrel shall be **bitumen coated** inside and outside. Aboveground parts shall also have a top coat of Sherwin-Williams Acrolon 218 HS acrylic polyurethane or approved equal; color Safety Yellow for fire hydrants that are connected to the potable water system or Pantone 522C purple for fire hydrants that are connected to the reclaimed water system.
  - Exterior nuts, bolts and washers shall be stainless steel. Bronze nuts may be used below grade. All internal operating parts shall be removable without requiring excavation.
- b. **TRAFFIC REPAIR KITS:** All fire hydrant repair kits shall comply with all provisions of American Water Works Association C502 (Dry Barrel Fire Hydrants) or the latest revision thereof. All nut, bolts and shafts shall be stainless steel. All repair parts and kits shall be manufacturer specific and stated at the time of order.
- c. **TRACER WIRE BOXES:** Tracer wire test station boxes shall be 2 ½ inch diameter, 15 inch length, ABS plastic with a cast iron lid, part no. P200NFG2T as manufactured by Bingham/Taylor, or equal approved by Manatee County.

**APPROVED PRODUCTS (Hydrants):**

- a. Mueller
- b. American Darling (B-84B)
- c. AVK

**(Repair Kits):** To be stated at time of order

- |                     |         |
|---------------------|---------|
| a. American Darling | d. Clow |
| b. Kennedy          | e. AVK  |
| c. Mueller          |         |

**(Tracer Wire Boxes):**

- |          |                |
|----------|----------------|
| a. Valco | b. ABS Plastic |
|----------|----------------|

BASIS OF AWARDE.01 BASIS OF AWARD

Awards will be made on an **“All-or-None Total Offer” per Group basis**, to the lowest, responsive and responsible bidder having the lowest total offer per Group listed on the Bid Form. Bidders are required to bid all items within a Group to be considered for award of that Group.

It is the intent of the County to place orders with the lowest priced responsive, responsible bidder who can provide the products 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 products requested cannot be met by the lowest price vendor at the time of need. Award shall be to a Primary (lowest responsive, responsible bidder), and Secondary (second lowest responsive, responsible bidder).

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

Local business is defined as a business 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.

SECTION F  
**MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION**

F.01 Vendor Registration

All vendors are encouraged to register with Manatee County using the on-line “Vendor Registration” web page on [www.mymanatee.org](http://www.mymanatee.org).

Enclosed is a copy of the current Manatee County law that details the County’s Local Preference and definition of a Local Business.

If you assert that your firm meets the stated definition of a Local Business, we ask that in addition to registering on the County’s Web page, you fill out the attached “**Affidavit As To Local Business Form**” that is included in this section of the bid, have the completed document notarized, and mail the original to the following address: Manatee County Administration Center, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

Your cooperation in registering your business with Manatee County will enhance our opportunities to identify sources for goods and services, plus identify Local Businesses. This information is used for soliciting quotations up to \$250,000.00 and for competitive solicitations of larger purchases.

You will note that Manatee County collaborates with the Manatee Chamber of Commerce, posting bids on [www.manateechamber.com](http://www.manateechamber.com) as well as using the same vendor categories for registration.

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

**Quick steps to on line registration:**                    [www.mymanatee.org](http://www.mymanatee.org)

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

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

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

Thank you for reviewing this information and considering registering your business with Manatee County. Registration is not mandatory; however, by taking the time to register, you are helping the County to provide timely notifications of quotation, bid, and proposal opportunities to your business.

## **MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION**

### **F.02 Section 2-26-6. Local preference, tie bids, local business defined.**

(a) Whenever a responsible local business bidder and a responsible non-local business bidder are found, upon the opening of bids, to have both submitted the lowest responsive bid, the bid of the local bidder shall be awarded the contract. Should more than one responsible local business bidder match the responsible non-local business bidder's lowest responsive bid, or should no responsible local business bidder match the lowest responsive bid but two or more responsible non-local business bidders submit lowest responsive bids for equal amounts, then the award of the contract shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the purchasing office and open to the public. Any bidders seeking to be recognized as local businesses for purposes of this local business preference provision may be required by the terms of the bid announcement to certify they meet the definition of local business set forth in this section, and to register as a local business with the county in the manner prescribed by the county to facilitate the county's ability to track the award of contracts to local businesses and to allow the county to provide future notifications to its local businesses concerning other bidding opportunities.

(b) Nothing herein shall be deemed to prohibit the inclusion of requirements with respect to operating and maintaining a local place of business in any invitation for bids when the bidder's location materially affects the provisions of the services or supplies that are required by the invitation.

(c) 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.

**(d) Each solicitation for bids made by the county shall contain terms expressly describing the local business preference policies of the county, and shall provide that by electing to submit a bid pursuant to a request for bids, all bidders are deemed to understand and agree to those policies.**

(e) For all contracts for architecture, professional engineering, or other professional services governed by Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, the county shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

(f) Local preference shall not apply to the following categories of contracts:

1. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
2. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;
3. Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
4. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;

F.02 Section 2-26-6. Local preference, tie bids, **local business defined.** (Continued)

5. Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county commission or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

(g) To qualify for local preference under this section, **a local business must certify to the County that it:**

1. Has not within the five years prior to the bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;

2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the bid announcement;

3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

Ref: Ordinance 09-21 and 09-23 **PASSED AND DULY ADOPTED** in open session, with a quorum present and voting, on the 17<sup>th</sup> day of March, 2009.

BID FORM  
(Submit in Triplicate)

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

RE: “Sealed Bid #11-3252CD- Water and Sewer Materials and Accessories, Re-bid of Groups G and K”

We, the undersigned, hereby declare that we have carefully reviewed the bid documents, and with full knowledge and understanding of the aforementioned herewith submit this bid, meeting each and every specification, term and condition contained in this Invitation for Bids.

We understand that the bid specifications, terms and conditions in their entirety shall be made a part of any agreement or contract between Manatee County and the successful bidder. Failure to comply shall result in contract default, whereupon, the defaulting vendor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

BID FORM (CONTINUED)  
(Submit in Triplicate)

IFB #11-3252CD

ITEM	PRODUCT NUMBER	PRODUCT DESCRIPTION	EST. QTY.	U/M	MFG. / PART #	UNIT PRICE	EXTENDED PRICE
<b>GROUP G- MISCELLANEOUS WATER AND SEWER VALVES</b>							
G1	3V1080	MJ GATE VALVE WITH OPERATING NUTS FULL BODY	4	EA		\$	\$
G2	3V1085		6	EA		\$	\$
G3	3V1090		8	EA		\$	\$
G4	3V1100		12	EA		\$	\$
G5	3V1065	FLANGED GATE VALVE/WHEEL HANDLE NRS (Non Rising Stem)	4	EA		\$	\$
G6	3V1060		6	EA		\$	\$
G7	3V1135	TAP VALVE WITH CENTERING RING	6	EA		\$	\$
G8	3V1140		8	EA		\$	\$
G9	3V1042	O S & Y VALVE WITH PET COCK, WHEEL, FLG. X FLG.	3"	EA		\$	\$
G10	3V1045		4"	EA		\$	\$
G11	3V1050		6"	EA		\$	\$
G12	3V1052		8"	EA		\$	\$
G13	3V1160	CHECK VALVE WITH WEIGHTED ARM	4"	EA		\$	\$
G14	3V1155		6"	EA		\$	\$
G15	3V1165		8"	EA		\$	\$
<b>TOTAL GROUP G</b>						\$	\$

VENDOR: \_\_\_\_\_

ITEM	PRODUCT NUMBER	PRODUCT DESCRIPTION	EST. QTY.	U/M	MFG. / PART #	UNIT PRICE	EXTENDED PRICE
<b>SUB GROUP G-A ;ECCENTRIC PLUG VALVES</b>							
G13	3V1110	ECCENTRIC PLUG VALVE - FLANGED ENDS, MILLIKEN OR EQUIVALENT 3"	1	EA		\$	\$
G14	3V1120	4"	1	EA		\$	\$
G15	3V1115	6"	1	EA		\$	\$
		<b>TOTAL SUB GROUP G-A</b>					\$
<b>SUB GROUP G-B ;EXTENSION VALVE STEMS</b>							
G19	3V1175	EXTENSION VALVE STEMS W/CENTERING RINGS & STAINLESS STEEL PIN. 3'	10	EA		\$	\$
G20	3V1180	4'	5	EA		\$	\$
G21	3V1185	5'	5	EA		\$	\$
		<b>TOTAL SUB GROUP G-B</b>					\$
<p>FOR ALL OTHER ITEMS NOT LISTED ABOVE IN <b>GROUPS G</b>, LIKE ITEMS MAY BE PURCHASED AT A FIXED PERCENTAGE DISCOUNT OFF A PUBLISHED MANUFACTUER'S PRICE LIST OR A FIXED PERCENTAGE MARKUP TO A PUBLISHED WHOLESALER'S PRICE LIST. BIDDERS SHALL LIST THE MANUFACTURER'S, PRICE LIST NUMBER, AND FIXED PERCENTAGE DISCOUNT OR MARKUP TO A WHOLESALER'S PRICE LIST. (BIDDERS MAY LIST MORE THAN ONE)- ATTACH ADDITIONAL SHEETS IF NECESSARY</p>							

VENDOR: \_\_\_\_\_

ITEM	PRODUCT NUMBER	PRODUCT DESCRIPTION	EST. QTY.	U/M	MFG. / PART #	UNIT PRICE	EXTENDED PRICE
<b>GROUP K- FIRE HYDRANTS</b>							
K1	3H1022	5¼ VALVE OPENING BURY 24"	10	EA		\$	\$
K2	3H1027	BURY 30"	10	EA		\$	\$
K3	3H1032	BURY 36"	20	EA		\$	\$
K4	3H1037	BURY 42"	30	EA		\$	\$
K5	3H1041	BURY 48"	30	EA		\$	\$
K6	3H1043	BURY 54"	5	EA		\$	\$
		<b>TOTAL GROUP K</b>					\$
<b>SUB GROUP K-A ;RELATED HYDRANT PARTS</b>							
K-A1	3H1010	FIRE HYDRANT GRADELOCK W/GLANDS 6 x 12	10	EA		\$	\$
K-A2	3H1015	6 x 24	5	EA		\$	\$
K-A3	3G1225	TRACER WIRE BOXES <b>VALCO</b>	50	EA		\$	\$
K-A4	3H1130	HYDRANT ADAPTOR NOZZLE 2½" TO ¾" MALE	10	EA		\$	\$
K-A5	3L1245	HYDRANT OIL A-51	10	GA		\$	\$
K-A6	3H1125	HYDRANT WRENCH - ADJUSTABLE HANDLE	10	EA		\$	\$
K-A7	3H1127	HYDRANT WRENCH- RECLAIM AFC	5	EA		\$	\$
		<b>TOTAL GROUP K-A</b>					\$

VENDOR: \_\_\_\_\_

BID FORM (CONTINUED)  
(Submit in Triplicate)

IFB #11-3252CD

ITEM	PRODUCT NUMBER	PRODUCT DESCRIPTION	EST. QTY.	U/M	MFG. / PART #	UNIT PRICE	EXTENDED PRICE
<b>SUB GROUP K-B ;TRAFFIC REPAIR KITS 340, AMERICAN DARLING ONLY.- OEM</b>							
K-B1	3H1050	5¼ VO EXTENSION 6"	5	EA		\$	\$
K-B2	3H1060	12"	5	EA		\$	\$
K-B3	3H1140	AMERICAN DARLING B-84-B 5¼ TRAFFIC REPAIR KIT	10	EA		\$	\$
K-B4	3H1235	AMERICAN DARLING B-62-B TRAFFIC REPAIR KIT	5	EA		\$	\$
		<b>TOTAL SUB GROUP K-B</b>					\$
<b>SUB GROUP K-C; TRAFFIC REPAIR KITS 340, KENNEDY ONLY. - OEM</b>							
K-C1	3H1045	TRAFFIC REPAIR KITS 340, KENNEDY 5¼ VO EXTENSION 6"	5	EA		\$	\$
K-C2	3H1065	12"	5	EA		\$	\$
K-C3	3H1145	KENNEDY K-81-A TRAFFIC REPAIR KIT	25	EA		\$	\$
		<b>TOTAL SUB GROUP K-C</b>					\$
<b>SUB GROUP K-D; TRAFFIC REPAIR KITS 340, MUELLER A-423 ONLY. - OEM</b>							
K-D1	3H1070	TRAFFIC REPAIR KITS 340, MUELLER A-423 ; 5¼ VO EXTENSION 6"	3	EA		\$	\$
K-D2	3H1055	12"	3	EA		\$	\$
K-D3	3H1150	MUELLER CENTURIAN 5¼ TRAFFIC REPAIR KIT	10	EA		\$	\$
		<b>TOTAL SUB GROUP K-D</b>					\$

FOR ALL OTHER ITEMS NOT LISTED ABOVE IN **GROUPS K**, LIKE ITEMS MAY BE PURCHASED AT A FIXED PERCENTAGE DISCOUNT OFF A PUBLISHED MANUFACTUER'S PRICE LIST OR A FIXED PERCENTAGE MARKUP TO A PUBLISHED WHOLESALER'S PRICE LIST. BIDDERS SHALL LIST THE MANUFACTURER'S, PRICE LIST NUMBER, AND FIXED PERCENTAGE DISCOUNT OR MARKUP TO A WHOLESALER'S PRICE LIST. (BIDDERS MAY LIST MORE THAN ONE)- ATTACH ADDITIONAL SHEETS IF NECESSARY

VENDOR: \_\_\_\_\_

BID FORM (CONTINUED)  
 (Submit in Triplicate)

IFB #11-3252CD

ITEM	PRODUCT NUMBER	PRODUCT DESCRIPTION	EST. QTY.	U/M	MFG. / PART #	UNIT PRICE	EXTENDED PRICE
<p>FOR ALL OTHER WATER AND SEWER MATERIALS NOT CATEGORIZED OR LISTED IN ANY OF THE GROUPS A THRU K ; ITEMS MAY BE PURCHASED AT A FIXED PERCENTAGE DISCOUNT OFF A PUBLISHED MANUFACTUER'S PRICE LIST OR A FIXED PERCENTAGE MARKUP TO A PUBLISHED WHOLESALER'S PRICE LIST. BIDDERS SHALL LIST THE MANUFACTURER'S, PRICE LIST NUMBER, AND FIXED PERCENTAGE DISCOUNT OR MARKUP TO A WHOLESALER'S PRICE LIST. (BIDDERS MAY LIST MORE THAN ONE)- ATTACH ADDITIONAL SHEETS IF</p>							

VENDOR: \_\_\_\_\_

Attachment "A"

STATEMENT OF NO BID

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

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

We, the undersigned, have declined to bid on Bid No.: 11-3252CD- Water and Sewer Materials and Accessories, Re-bid of Groups G and K, for the following reason(s):

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

REMARKS:

We understand that if we do not submit a Bid and this Statement of No Bid is not executed and returned, our name may be deleted from your Bidders List for this commodity or service.

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

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

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

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

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

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

**ATTACHMENT "B"**

**Drug Free Work Place Certification**

SWORN STATEMENT PURSUANT TO SECTION 6-101(7)(B),  
MANATEE COUNTY PURCHASING CODE, ON DRUG FREE WORK PLACES

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

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

[print individual's name and title]

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

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

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

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it will provide a drug free work place by:

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

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

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

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

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

- (4) Notifying the County within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.
- (5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- (6) Making a good faith effort to continue to maintain a drug free work place through implementation of sections (1) through (5) stated above.

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

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by subsection 3-101(7)(B).

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_ by \_\_\_\_\_.

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

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

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

**Attachment "C"**

**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**

**SWORN STATEMENT PURSUANT TO ARTICLE 6,  
MANATEE COUNTY PURCHASING CODE**

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

This sworn statement is submitted to the Manatee County Board of County Commissioners by \_\_\_\_\_  
[print individual's name and title]

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

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

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no

FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_

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

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such 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.