



MANATEE COUNTY  
FLORIDA

**INVITATION FOR BID**  
**IFB #12-2846BS**  
**WATER & WASTEWATER TREATMENT CHEMICALS**

DATE ISSUED: October 8, 2012

BID OPENING: November 12, 2012 at 3:00pm

Manatee County Government  
Purchasing Division, Suite 803  
1112 Manatee Avenue West  
Bradenton, FL 34205  
For Information Contact: Bonnie Sietman, Buyer  
P 941.749.3046 F 941.749.3034  
[bonnie.sietman@mymanatee.org](mailto:bonnie.sietman@mymanatee.org)

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

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.

**NON MANDATORY INFORMATION CONFERENCE**

In order to insure that all prospective bidders have sufficient information and an understanding of Manatee County's needs, an information conference will be held on Wednesday, October 17, 2012 at 9:30am at the Manatee County Water Treatment Facility located at 17915 Waterline Road, Bradenton, Florida, 34212. A tour of the facility will be immediately following.

**Important Note:** A prohibition of Lobbying has been enacted. Please review paragraph A.22 carefully to avoid violation and possible sanctions.

AUTHORIZED TO RELEASE: **AWW**

## GENERAL INFORMATION

### 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 Purchasing Division's web page at <http://www.myanatee.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 and **on the County's document distribution service** at <http://www.demandstar.com>.

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 CLARIFICATION & ADDENDA

It shall be the responsibility of all bidders to request any additional clarification of the contents herein. Clarification deadline is October 25, 2012 at 3:00pm. Clarification will be furnished by written addendum from Purchasing. Bidders shall not accept any verbal or telecommunication explanation as authorized clarification of the contents herein.

Each bidder shall examine all Invitation for Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Invitation for 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 Bids, the County will attempt to notify all prospective bidders who have secured same, however, it shall be the responsibility of each bidder, prior to submitting their bid, to contact the Manatee County Purchasing Office (see contact on page 1) to determine if addenda were issued and to make such addenda a part of their bid.

#### A.05 DISCLOSURE

Upon receipt all inquiries and responses to inquiries related to the Information for Bid become "Public Records" and are subject to public disclosure consistent with Chapter 119, Florida Statutes.

Bids/Proposals become subject to disclosure 30 days after the Opening or if a notice of intended award decision is made earlier than this time as provided by Florida Statute 119.071(1)(b). If the County rejects all offers and concurrently notices its intent to reissue the solicitation, initial offers are exempt until the County provides notice of its intended decision, or 40 days after the opening of the new offers.

Based on the above, manatee County will received 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, tabulation shall be posted on [www.mymanatee.org](http://www.mymanatee.org).

#### A.06 SEALED & MARKED

Three signed documents (one original and two copies) of your bid shall be submitted in one sealed package, clearly marked on the outside "Sealed Bid #12-2846BS – Water & Wastewater Treatment Chemicals with your company name. Address package to:

Bonnie Sietman, Senior Buyer  
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 shall have the authority to bind the bidder to the submitted bid.

#### A.08 BID EXPENSES

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

#### A.09 IRREVOCABLE OFFER

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

#### A.10 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 each item or 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 specifications 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.11 APPLICABLE LAWS

Bidder shall 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. Any actual or prospective Bidder who is aggrieved in connection with the solicitation or award of a contract may protest in accordance with the Manatee County Code of Law.

#### A.12 CODE OF ETHICS

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

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

#### A.13 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 accepting bona fide employees or established commercial agencies maintained by bidder for purpose of doing business.

#### A.14 BID FORMS

Bids shall be submitted on attached County forms, although additional pages may be attached. Bid Forms shall be executed by an authorized signatory who has the legal authority to make the offer and bind the company. Bidders shall comply with all bid specifications, terms, and conditions. Failure to comply shall result in contract default, whereupon, the defaulting vendor shall be required to pay for any and all procurement costs, damages, and attorney fees as incurred by the County.

#### A.15 DISCOUNTS

Any and all discounts shall 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.16 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Exempt Cert. No. 59-78-0089K; FL Sales Tax Exempt Cert. No. 85-8012622206C-6); therefore, the vendor is prohibited from delineating a separate line item in his bid for any sales or service taxes. Nothing herein shall affect the vendor's normal tax liability.

#### A.17 MATHEMATICAL ERRORS

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.

#### A.18 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the specifications, 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 specifications, 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.19 MODIFICATION OF BID SPECIFICATIONS

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

#### A.20 AMERICANS WITH 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** shall contact the person named on the first page of this Bid document at least twenty four (24) hours in advance of either activity.

#### A.21 LOBBYING

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

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

#### A.22 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, Manatee County hereby notifies all prospective offerors that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate 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 of contract.

#### A.23 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.

A.24 WITHDRAWAL OF OFFERS

Vendors may withdraw offers as follows: a) Mistakes discovered before the opening of a solicitation may be withdrawn by written notice from the bidder submitting the offer. This request shall be received in the office designated for receipt of offers in the solicitation document prior to the time set for delivery and opening of the offers. A copy of the request shall be retained and the unopened offer returned to that vendor. b) After the responses to a solicitation are opened or a selection has been determined, but before a Contract is signed, a vendor alleging a material mistake of fact may be permitted to withdraw their offer if the mistake is clearly evident on the solicitation document or the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw an offer shall be in writing and approved by the Purchasing Official.

A.25 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

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 § 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 § 287.017 for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted list.

In addition, the Manatee County 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 any environmental law that, in the reasonable opinion of the purchasing official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible matter. To insure 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 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 Public Contracting and Environmental Crimes Certification are attached for this purpose.

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

## GENERAL TERMS AND CONDITIONS

### B.01 CONTRACT FORMS

The agreement resulting from the acceptance of a bid shall be made by a purchase order(s) and be bound by the terms and conditions herein.

### B.02 AUTHORIZED PRODUCT REPRESENTATION

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

### B.03 QUALITY GUARANTEE

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

### B.04 ROYALTIES AND PATENTS

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

### B.05 INDEMNIFICATION

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

### B.06 REGULATIONS

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

## SPECIFIC TERMS & CONDITIONS

### C.01 PURPOSE

It is the intent of the County of Manatee to purchase, on an as required basis, water and wastewater treatment chemicals for delivery to various locations within Manatee County (see page 15). It is the specific purpose of this bid to establish an annual contract(s) for the required materials and to secure the cost and availability of the materials for procurement.

### C.02 BLANKET ORDERS

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, therefore for payment; each invoice shall indicate the Blanket Purchase Order number followed by a valid Release Order number.

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.

### C.03 QUANTITIES

The exact quantities of the required supplies cannot be determined at this time, but approximated past annual usage is indicated on the Bid Form pages. This bid award may result in similar quantities of purchases; however, this is not guaranteed. Purchase Orders/Release Orders shall be issued on an "**AS REQUIRED**" basis; covering all or part of the specified items on bid.

### C.04 DELIVERY TIME

All deliveries to the Wastewater Plants shall be made between the hours of 8:00 A.M. and 3:00 P.M., Monday through Friday, excluding holidays.

All deliveries to the Water Treatment Plant shall be pre-arranged between the vendor and the WTP representative. Holiday and weekend deliveries may be needed as product use or circumstances require.

Large shipments, i.e., truckloads requiring material handling equipment, shall be preceded by no less than 24 hours notice.

Seller shall provide a separate delivery ticket for each delivery, which indicates the quantity of material(s) delivered, and obtain authorized County signature. At least one copy of the delivery ticket shall be left with County employee for each delivery.

### C.05 SECURITY

Vendor shall 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 shall provide driver's name, license number, and photo.

### C.06 PRICES

Bidders shall bid unit prices, F.O.B. Destination, including all discounts in accordance with unit of quantity indicated on Bid Form. 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.07 RENEWAL

If not cancelled by the Vendor or the County, this contract shall be automatically extended/renewed beyond the first twelve (12) month contract period for two (2) additional twelve (12) month periods not to exceed a total contract duration of thirty six (36) months providing there are no changes of prices, terms, or conditions. Written notice of intention not to renew shall 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).



C.08 PRICE ADJUSTMENTS FOR RENEWAL PERIODS

Prices shall remain firm for the first twelve month base contract term. Requested price changes for the remaining terms may be adjusted in accordance with the Producers Price Index for Chemicals and Allied Products (Water Treating Compounds) Code #WPU6790961, as provided by the Bureau of Labor Statistics. 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 Producers Price Index from the Bureau of Labor Statistics.

The example below illustrates the method by which Pricing shall be adjusted:

INDEX POINT CHANGE

Commodity X Index	115.2 (Renewal Index)
Commodity X Index	112.8 (Base Index or previous Index)
Equals Index Point Change	2.4 Index Point Change

INDEX PERCENT CHANGE

Index Point Change from above	2.4
Divided by Base Index (or previous Index)	112.8
Equals	0.0213 or 2.13 Percent

C.09 PAYMENT

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

C.10 CANCELLATION

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.11 WARRANTY, MAINTENANCE SERVICE AND SUPPORT

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. 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.12 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.13 QUALIFICATIONS OF VENDOR**

For consideration of award, each vendor that will deliver a hazardous material shall have a HAZMAT license from DOT for hazardous materials handling/transport, and shall comply with all DOT HAZMAT regulations in 49CFR, Parts 100-185. **Bidder shall submit a copy of their HAZMAT license with their bid.**

Vendor(s) shall not have been cited for any DOT HAZMAT, OSHA or other safety violations in the past year at the origin facility.

After award, awarded vendor(s) shall notify Manatee County in writing within forty eight (48) hours of receiving any notice of violation during the contract period. Depending on the severity of the violation, Manatee County shall reserve their right to utilize the cancellation clause as outlined in Article C.10 of this bid.

**C.14 INSURANCE**

The vendor will not commence work under a contract until the vendor has obtained all insurance under this section and such insurance coverage as might be required by the County. The vendor shall obtain, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

a. Workers' Compensation/Employers' Liability

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

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

<u>\$100,000</u>	(Each Accident)
<u>\$500,000</u>	(Disease-Policy Limit)
<u>\$100,000</u>	(Disease-Each Employee)

b. Commercial General Liability

The limits are to be applicable only to work performed under this contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 03) to a Commercial General Liability Policy with the following minimum limits.

Products/Completed Operations Aggregate	<u>\$1,000,000</u>
Personal and Advertising Injury	<u>\$1,000,000</u>
Each Occurrence	<u>\$1,000,000</u>
Fire Damage (Any One Fire)	<u>\$Nil</u>
Medical Expense (Any One Person)	<u>\$Nil</u>

c. Business Auto Policy

Each Occurrence Bodily Injury and	
Property Damage Liability Combined	<u>\$ 500,000</u>
Annual Aggregate (If Applicable)	<u>\$1,000,000</u>

d. County's Protective Liability Coverage

The minimum OPC Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the bidder(s) 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 County and the County's officials, officers, agents, and employees and only to claims arising out of or in connection with the work under this contract.

e. Certifications of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the Purchasing Official before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number, project title and location of project. Insurance shall remain in force at least (1) one year after completion and acceptance of the project by the County, in the amounts and types as stated herein, with coverage for all products and services completed under this contract.

**ADDITIONAL INSURED: - The successful vendor shall name Manatee County, a political subdivision of the State of Florida, shall be specifically named as additional insured on all policies.**

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

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

Certification Requirements – In order for the certificate of insurance to be accepted it shall comply with the following:

- 1) The certificate holder shall be:  
Manatee County, a political subdivision of the State of Florida  
PO Box 1000  
Bradenton, Florida 34206-1000
- 2) Certificate shall be mailed to:  
Manatee County, Purchasing Division  
1112 Manatee Avenue West, Suite 803  
Bradenton, Florida 34205  
Attention: Bonnie Sietman

C.15 CONDITIONS FOR FIRST PRIORITY SERVICE

Vendor agrees that in Conditions when a local emergency has been declared by the County **OR** chemicals are subject to allocations based on regional or national supply, that Manatee County shall be granted a “first priority” basis for goods and services.

Vendor shall furnish the County with a twenty-four (24) hour, seven days a week phone number(s) and contact name upon award of this contract.

C.16 BE GREEN

All vendors/bidders/quoters/proposers (as applicable) are encouraged to use as many environmentally preferable “green” products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. Environmentally preferable are products or services that the reduced adverse effect on the environment. Provide detail of your organization’s initiative and its ability to meet the goal of environmental sustainability.

## MINIMUM TECHNICAL SPECIFICATIONS

**(Note: Specifications are in accordance with latest revision of American Water Works Association Standards unless otherwise stated. Compliance and proof of compliance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals- Health Effects, is required for chemicals used at the Water Treatment Facility.)**

### **D.01 CORROSION INHIBITOR:**

The following chemical specifications are for a chemical intended for use as a corrosion inhibitor in a potable water supply system. Four (4) products have demonstrated their effectiveness in this application and are as follows:

Calgon - C-8, Corrosion Inhibitor  
Shannon Chemical Corp. - Shan-No-Corr  
Technical Products Corp. - Virchem 937  
Sterling Water Tech. – CP767D

Vendors may bid any equivalent substitutes provided they meet or exceed the following specifications:

### **Zinc-metaphosphate:**

#### **Part A - General**

Sec. 1A - Scope: The following specifications cover a granular zinc-metaphosphate mixture for use in treatment of a municipal water supply for corrosion inhibition. These specifications cover general conditions, material specifications, packing, marking, sampling, shipping and testing.

#### Sec. 2A - General Conditions:

- 2A.1 Shipment shall be received by truck, with maximum protection from the weather. Specified shipment will be 40,000 pounds, and shall be palletized (See Part C). Larger shipment size may be bid and may be awarded after storage costs are analyzed.
- 2A.2 A chemical assay shall be provided with each shipment and will contain at minimum the batch #, %P<sub>2</sub>O<sub>5</sub>, and zinc as ZNO.

Sec. 3A - Analytical Services Required: Vendor shall provide 48 carbon steel coupons for corrosion monitoring during the bid period. Manatee County Utilities Department will provide cleaning, weight of the coupons, and data interpretation.

Sec. 4A - Affidavit of Compliance: The vendor is required to furnish an affidavit that the product to be furnished under the County's order complies with all applicable requirements of these specifications.

Sec. 5A - Rejection: Notice of nonconformance. If the zinc-metaphosphate delivered does not meet the requirements of this standard, a notice of nonconformance shall be provided by the County to the vendor within ten (10) days after receipt of the shipment at the point of destination. The results of the County's tests shall prevail unless the vendor notifies the County within five (5) working days after receipt of the notice of complaint that a retest is desired. On receipt of the request for a retest, the County shall forward to the vendor one of the sealed samples taken in accordance with Sec. 1C.3. In the event that the results obtained by the vendor on retesting do not agree with the results obtained by the County, the other sealed sample shall be forwarded, unopened, for analysis to an independent laboratory agreed on by both parties. The results of the independent laboratory's analysis shall be accepted as final. The cost of the independent laboratory analysis shall be paid by the vendor if the material does not meet the requirements of this standard.

## Part B - Material

Sec. 1B - Definition: Granular zinc-metaphosphate, as covered by this specification is produced by combining sodium hexametaphosphate with zinc salt. This combination produces a product, which exhibits accelerated film formation on metal surfaces over that obtained using plain sodium phosphate product.

Sec. 2B - Impurities: The materials supplied under this specification shall not contain soluble mineral or organic substances in quantities capable of producing deleterious or injurious effects upon public health or water quality.

Sec. 3B - Approval: Material supplied shall be approved for use in potable water supplies at concentrations up to 5 ppm.

### Sec. 4B - Physical Requirements:

4B.1 The material shall be clean, free from lumps or extraneous materials and uniform in composition. The material shall be in free-flowing condition when packages are opened on receipt of shipment.

4B.2 Material shall be furnished in a granular (coarse) form, crushed or ground, 90 percent finer than US Standard Sieve Series No.4 sieve and 95 percent larger than US Standard Sieve No. 20 sieve.

### Sec. 5B - Solubility:

5B.1 Minimum solubility shall be 1 lb. per gallon at 40°F.

5B.2 Vendor shall furnish data showing solubility over the temperature range 0° - 40°C.

### Sec. 6B - Chemical Requirements:

6B.1 Zinc-metaphosphate shall contain not less than 47% phosphorous pentoxide (P<sub>2</sub>O<sub>5</sub>) on an ignited basis.

6B.2 Zinc content shall not be less than 8% as ZNO.

6B.3 Sodium content as Na<sub>2</sub>O shall not be less than 25%.

## Part C Sampling, Packing, Marking, and Shipping

### Sec. 1C - Sampling:

1C.1 Samples will be taken by means of sampling tube at least 3/4" in diameter.

1C.2 Five percent of the packages shall be sampled at random.

1C.3 The gross sample, weighing at least 10 pounds, shall be mixed rapidly and thoroughly and divided to provide three (3) 1-pound samples. These samples shall be sealed airtight in glass containers. Each sample container shall be labeled to identify the sample, dated, and signed by the sampler.

### Sec. 2C - Packing:

2C.1 Zinc-metaphosphate shall be shipped in moisture proof multi-wall bags each containing 50 pounds net weight of the material. Broken bags will not be accepted.

2C.2 The net weight of packages shall not deviate from the recorded weight by more than 1.5% plus or minus. If exception is taken to the weight of material received, it shall be based on a certified unit weight of not less than 10% of the packages shipped, selected at random from the entire shipment.

Sec. 3C - Marking: Each shipment of material shall carry with it some means of identification. Each package shall have marked legibly thereon the net weight of the contents, the name of the manufacturer, name of material, and the brand name.

### Sec. 4C - Shipping:

4C.1 Shipment size will be 40,000 pounds of material maximum and shall be delivered in a closed truck offering maximum protection from the weather.

4C.2 Shipment shall be palletized, wood slates on each side of frame, maximum of 2,000 pounds per pallet.

4C.3 Maximum delivery time shall be 30 days after receiving verbal or written order.

4C.4 The County shall be notified one day in advance of receiving shipment.

## Part D - Testing Methods

Sec. 1D - Phosphorous Pentoxide (P2Q5) Content: Phosphorous Pentoxide Content shall be determined using analytical procedures set forth in AWWA Standard B502-11 for sodium hexametaphosphate

Sec. 2D - Zinc Content as ZNO - Reserved

Sec. 3D - Sodium Content as Na2O: Sodium oxide content shall be determined by methods in accordance with latest edition of Standard Methods for Examination of Water and Wastewater, published by APHA, AWWA, and WPCF, or other methods consistent therewith.

Sec. 4D - Solubility and Insolubles: Solubility and insolubles shall be determined by analytical procedures set forth in AWWA Standard B502-05 for sodium hexametaphosphate.

### **D.02 DISINFECTANTS**

The following chemical specifications are for chemicals intended for use as disinfectants in both municipal water and waste water treatment.

#### **Sodium Hypochlorite**

The Requirement - Contractor shall furnish liquid sodium hypochlorite (**12.5 Percent Available Chlorine by Volume**) FOB destination in accordance with the American Water Works Association's (AWWA) Standard **B300-10** for hypochlorite, except as modified or supplemented herein.

Bidder Qualification - Each prospective Bidder shall submit a one (1) gallon "chilled" sample of sodium hypochlorite to one of the approved testing laboratories, or equal, listed in this Specification for analysis. The laboratory shall ascertain whether the Bidder's product is in compliance with this Specification for available chlorine, % sodium hypochlorite, excess caustic, iron, copper, nickel, chlorate, and suspended solids (based on Filter Test time). The cost of the analysis shall be borne by Bidder. **Failure to submit a sample or meet the requirements of the Specification shall result in Bidder being disqualified from bidding on this product. Results of testing shall be submitted directly from the testing laboratory and to ensure a timely submission, a copy should be submitted with your bid.**

Material Specification: - Hypochlorite shall be tested and certified as meeting these specifications and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects.

It is the responsibility of the vendor to inform the County that NSF certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of this item from the contract.

Hypochlorite shall have a minimum of 120 Grams Per Liter (GPL) available chlorine equivalent to 10.8 percent sodium hypochlorite by weight. Product shall be a clear straw colored liquid with no visible cloudiness, impurities, or sediment.

Hypochlorite shall have a minimum of 0.08 percent by weight **excess** sodium hydroxide and a maximum of 0.4 weight percent sodium hydroxide.

Hypochlorite delivered under this contract shall meet the following containment concentration limits:

Iron	<0.5 mg/L
Copper	<0.05 mg/L
Nickel	<0.05 mg/L
Chlorate	<3,000 mg/L

The delivery time of the shipment shall not exceed 72 hours from the time of manufacture of the product.

The suspended solids in the sodium hypochlorite delivered under this contract shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1000 ml when applying the "*Suspended Solids Quality Test for Bleach Using the Vacuum Filtration*" Method developed by Novatek and referenced under the Sampling and Testing Prior to Unloading section later in this Specification.

## Sodium Hypochlorite (Continued)

Delivery Requirements - Vendor shall make deliveries within two (2) working days after receipt of order. The contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The County reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.

The tanks or trailers shall be clean and free of residue that may contaminate the vendor's product or impede the unloading process. It is the vendor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite shall be supplied by the vendor and shall be clean and free from contaminating material. The vendor shall furnish an inspected and approved, leak-free connection device between the trailer and the vendor's intake receptacle to the County. The vendor shall observe the entire filling operation at each delivery site and shall immediately report any spill caused during the filling operations. The vendor shall take immediate and appropriate actions to clean up any spilled liquid sodium hypochlorite. If the spill is not cleaned up, the County may hire a certified hazardous material handling company to clean up the spill and the cost of such service will be charged to the vendor and deducted from the amount due to the vendor. If the County's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the vendor or its subcontractor, the vendor shall be relieved of cleanup of the spill.

### Delivery Locations

1. Southwest Regional Wastewater Treatment Plant, 5101 65th St. West, Bradenton, FL 34210. Purchaser owns three (3), 6,200 gallon storage tanks. Approximate delivery requirement: 6,200 gallons every two (2) calendar days.
2. Southeast Regional Wastewater Treatment Plant, 3331 Lena Road, Bradenton, FL 34202. Purchaser owns two (2), 6000 gallon storage tanks, approximate delivery requirement 2000 gallons every two (2) calendar days.
3. North Regional Wastewater Treatment Plant, 8500 69th St. East, Palmetto, FL 34221. Purchaser owns two (2) 6000 gallon storage tanks. Approximate delivery requirement 2000 gallons every two (2) calendar days.
4. Water Treatment Plant, 17915 Waterline Road, Bradenton, FL 34202. Purchaser owns two (2) 20,000 gallon storage tanks. Approximate usage: 1,000,000 gallons annually. Approximate delivery requirement is 3500 gallons per day.
5. In an emergency the manufacturer shall be able to deliver within 24 hours.

Sampling and Testing Prior to Unloading: Sampling and testing shall be in accordance with EPA and AWWA **B300-04** standards and in accordance with the documents titled. "*The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, And Sodium Chlorate in Liquid Bleach*" and "*Suspended Solids Quality Test for Bleach Using Vacuum Filtration*", distributed by Powell Fabrication and Manufacturing, Inc. and available at <http://www.powellfab.com>.

At the sole discretion of the County, the vendor's delivery personnel driver may be asked to collect a sample of hypochlorite before the shipment is unloaded. In this case, the County will supply the sample container and the driver shall collect the sample from the tank truck and turn it over to the County. The sample shall be considered representative of the lot.

The County reserves the right to subject samples of the hypochlorite to quick analyses to ensure that it meets basic conditions of the specification with respect to specific gravity, weight percent of sodium hypochlorite, sodium hydroxide, and suspended solids. Any lot tested by the County that fails to comply with the specifications shall constitute grounds for rejection of that lot.

No payment shall be made for hypochlorite that is rejected. The vendor or its subcontractors shall allow 45 minutes for this testing to be completed. If testing cannot be completed within the 45-minute period, the County shall allow the vendor to unload the shipment.

Sampling and Test of Shipment After Unloading: The County reserves the right to subject samples of the hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA **B300-04** specifications, and the supplemental specifications included with this document. More than three instances of failure in complying with these specifications and depending on severity of these failures as determined solely by the County shall constitute grounds for cancellation of this item from the contract.

Manufacturer's Laboratory Reports

Delivery Reports: A certified report from the manufacturer shall be submitted for each sodium hypochlorite delivery to the County. The report shall contain the following data:

- Date and Time of Manufacture
- Percent by Weight - Sodium Hypochlorite; Excess Sodium Hydroxide
- Specific Gravity (Referenced to a temperature)
- Suspended Solids Test Time

No deliveries will be accepted by the County unless accompanied by said certified laboratory report for the specific batch of sodium hypochlorite delivered showing the above data in that it conforms to the required specifications.

Quarterly Reports: At the start of the contract and every 90 days at the County's discretion, the vendor shall utilize an outside testing agency acceptable to both the County and the vendor to analyze a sample of the sodium hypochlorite delivered to the County. The vendor shall supply the sample container and the driver shall collect the sample from the tank truck. This sample will be given to the County at the time of delivery and the County will forward the sample to an approved authorized testing agency. Any failure to comply with the specifications shall constitute grounds for cancellation of the contract for this item. Charges for the manufacturers certified report and all quarterly reports by outside testing agencies should be included in the bid price.

Approved Testing Agencies

- |                          |                             |
|--------------------------|-----------------------------|
| Novatek                  | Thornton Laboratories, Inc. |
| 5172 College Corner Pike | 1145 East Cass Street       |
| PO Box 608               | Tampa, Florida 33602        |
| Oxford, Ohio             | Ph: 813-223-9702            |
| Ph: 513-523-1545         | Fax: 813-223-9332           |
| Fax: 513-523-0005        | Attn: Ms. Laure Taylor      |

Or any other qualified laboratory. Special Note: concentration testing for iron and transition metal ions for nickel and copper in sodium hypochlorite is a difficult test and requires high levels of knowledge and experience for accurate and repetitive test results. **Vendor shall indicate testing laboratory used on Bid Form.**

Calcium Hypochlorite

HTH minimum 65% Available Chlorine in granulated form.

Anhydrous Ammonia

The Requirement - Contractor shall furnish product FOB destination in accordance with the American Water Works Association's (AWWA) Standard **B305-06**, except as modified below.

Part A - Material

Sec. 1A - The anhydrous ammonia shall be a colorless, alkaline gas with a minimum purity of 99.9% pure NH<sub>3</sub>. The ammonia shall be available for bulk delivery and shall be either refrigeration or industrial grade.

Sec. 2A - The anhydrous ammonia under these specifications shall contain no impurity or substance that would be injurious or deleterious to those consuming any water which is treated in accordance with the practices of the water utility industry. The ammonia shall contain no impurities which would produce an unpleasant taste or odor in the County's treatment plants or distribution system in the absence of chlorine or when used in combination with chlorine in such concentrations as may be required under any condition for treatment of the potable water supply.



Sec. 3A - The anhydrous ammonia shall contain no heavy or trace metals that exceed Federal, State or County drinking water standards. Further, it shall contain no natural or synthetic organic impurities that will cause an increase in levels exceeding the Safe Drinking Water Act M.C.L.'s or any future amended M.C.L. organic level.

Part B - Source

The anhydrous ammonia shall be domestic manufacture.

Part C - Samples, Product Quality

Before the award is made, bidders may be required to furnish a representative sample for analysis and/or demonstrate by documentation that the product will meet Manatee County and AWWA quality standards.

Part D - Delivery

Sec. 1D - Shipment: - The supplier(s) shall be able to make shipments within 48 hours after notification. If the supplier cannot meet the delivery requirements the right is reserved to buy Anhydrous Ammonia from a second supplier until such time as the vendor can meet the requirements.

Sec. 2D - Storage Tank: The Anhydrous Ammonia shall be delivered and transferred into two (2) Manatee County Water Treatment Plant storage tanks. Tanks are 1000 gallon capacity and 1200 gallon capacity, ASME grade and have inter-connecting piping to allow for storage/usage flexibility.

**D.03 pH CONTROL**

The following chemicals are specified for use in controlling the pH in treatment process for both municipal water and wastewater systems.

**Quicklime**

All in accordance with AWWA Standard **B202-07**, or most current revision, except as follows:

Sec. 4.1 Size: Size shall be such that 95% of material will pass through a 3/8" sieve and be retained on a No. 12 sieve.

Sec. 4.2 The purchase of quicklime shall be based upon 92% available calcium oxide content in the material.

Sec. 5.6 Rejection: Test will use U.S. No. 60 sieve. Maximum insoluble level is 5%.

Sec. 6.2.1 Delivery shall be in bulk by truck.

Sec. 6.2.5 Weight certificate required.

Sec. 6.3 Affidavit of Compliance: The vendor is required to furnish an affidavit that the product to be furnished under the County's order complies with all applicable requirements of these specifications.

**Carbon Dioxide**

All specifications are in accordance with AWWA Standard **B510-06** except as follows:

Sec. 6.2 Bulk delivery is required.

Sec. 6.3 An affidavit of compliance with this standard is required and a certified analysis is to be sent with each delivery.

**D.04 COAGULANT AIDS**

**Coagulant Aid (Surface Water)**

The following chemical specifications are for use as an aid in the coagulation of potable drinking water, **more specifically as a chemical flocculant**. Samples were requested of interested vendors, and bid ratios for the various products supplied were determined by performance testing. Several products were eliminated for poor performance in the competitive range. The bid ratios for polymers were prepared using the following experimental design:

**Coagulant Aid (Surface Water) (continued)**

-Basin A-1 evaluated at 30 MGD -Mixing routine:

<u>RPM</u>	<u>TIME</u>
142	0'32"
60	3'09"
45	5'5"
30	8'23"
10	11'0"

- Samples were collected at 0, 2, and 5 minutes after mixing was stopped and measured for turbidity.

Two rounds of testing were performed (March and September 2012) to capture different surface water qualities. The dose required to achieve a turbidity of 3.0 NTU after five (5) minutes of settling was calculated for each polymer tested. Performance factors were determined for each polymer by dividing this dose by the dose required for the best performing polymer (i.e. lowest dose). The performance factors for each round of testing were then averaged to obtain the following bid ratio table:

<u>Company</u>	<u>Product</u>	<u>Bid Ratio</u>
Cedarchem	Cedarfloc 510	1.000
KED Group	PN100PWG	1.057
Kemira	Superfloc C-492	1.113
Kemira	Superfloc N-300	3.077

The quoted price per pound is to be multiplied by this bid ratio in order to determine the actual cost for equal performance. Copies of the polymer evaluation can be made available through the Manatee County Utilities Department.

**Cause for Rejection:** Polymers evaluated in the past have been evaluated under specific water quality conditions. Whereas water quality changes during the year, the effectiveness of a specific polymer may change, resulting in unsatisfactory performance. Whenever the polymer doesn't meet the above performance criteria, Manatee County will purchase **another polymer** that will meet the performance criteria under the special weather or water quality conditions occurring.

**Polyacrylamide Polymer:**

The following specifications are for dry high molecular weight polyacrylamide in accordance with AWWA Standard **B453-06** except as noted below.

**Part A - General**

Sec. 1A - **Scope:** The following specifications cover a high molecular weight polymer, including general conditions, material specifications, packing, marking, and shipping.

Sec. 2A - **General Conditions:**

2A.1 Affidavit of Compliance is required (Sec. 3A).

2A.2 Shipment shall be by truck with maximum protection from the weather, minimum shipment shall be palletized (2200 pounds per pallet). (See Part C)

Sec. 3A - **Affidavit of Compliance:** The bidder is required to furnish (with their bid) an affidavit that the product, to be furnished under the County's order, complies with all applicable requirements of these specifications. The vendor shall also supply certification that the combination of dose and monomer level does not exceed 0.05% acrylamide dosed at 1 ppm.

**Part B - Material**

Sec. 1B - **Definition:** The material supplied under this specification shall be a dry high molecular weight polyacrylamide, approved for use in potable water treatment at concentrations up to 1 ppm.

Sec. 2B - **Impurities:** The material supplied under these specifications shall contain no soluble mineral or organic substances in quantities capable of producing deleterious or injurious effects under public health or water quality.

Sec. 3B - Approval: Material supplied shall be approved for use in potable water supplied by the National Science Foundation (NSF) in dosages up to 1 ppm. **NSF proof of approval is required.**

Sec. 4B - Size and Density: Particle size of the dry polymer shall be such that 99% will pass through a No. 16 mesh sieve. Bulk density of the material shall be 40-50 pounds/cubic foot.

Sec. 5B - Chemical Requirements: The degree of polymerization shall be such that the material will have an average molecular weight on the order of  $10^6$ . Solutions stronger than .1% should be slightly acidic. Material should be soluble up to 1.0% (Vendor shall furnish data relating viscosity (CPS) to % solution.)

Part C - Packing, Marking & Shipping

Sec. 1C - Packing:

1C.1 Polymer shall be shipped in bags containing up to 55 pounds. Bags shall contain a moisture barrier and broken bags will not be accepted.

1C.2 The net weight of packages shall not deviate from the recorded weight by more than 1.5% plus or minus. If exception is taken to the weight of material received, it shall be based on a certified unit weight of not less than 10% of the packages shipped, selected at random from the entire shipment.

Sec. 2C - Marking: Each shipment of material shall carry with it some means of identification. Each package shall have marked legible thereon the net weight of the contents, the name of the manufacturer, and a brand name.

Sec. 3C - Shipping:

3C.1 Shipment shall be delivered in a closed truck offering maximum protection from the weather.

3C.2 Maximum delivery time shall be 30 days after receiving verbal or written order.

3C.3 Shipment shall be palletized, wooden slats on top and bottom, maximum of 2200 pounds per pallet.

3C.4 Receiving facility shall be notified one (1) day in advance of receiving shipment.

Coagulant Aid (Ground Water)

Samples were requested of interested vendors and bid ratios for the various products supplied were determined by performance testing. Jar testing simulated 'C' basin with six (6) flocculation stages at a 16 MGD rate which provides 4 minutes and 37 seconds per stage.

RPM	TIME
100	4'37"
100	9'14"
100	13'51"
80	18'28"
80	23'05"
80	27'42"

## Coagulant Aid (Ground Water) (continued)

Samples were collected at 0, 2, and 5 minutes after mixing was stopped and measured for turbidity. The dose required to achieve a turbidity of 1.0 NTU after five (5) minutes of settling was calculated for each polymer tested. Performance factors were determined for each polymer by dividing this dose by the dose required for the best performing polymer (i.e. lowest dose). Results determined the following bid ratios:

<u>Company</u>	<u>Product</u>	<u>Bid Ratio</u>
Kemira	Superfloc A-110	1.000
Kemira	Superfloc A-100	1.024
KED Group	PA110VHM	1.135
Cedarchem	Cedarfloc 562	1.246
Cedarchem	Cedarfloc 561	1.325
Cedarchem	Cedarfloc 510	1.913
KED Group	PA110PWG	2.484
Kemira	Superfloc C-492	2.905

The quoted price per pound is to be multiplied by this bid ratio in order to determine the actual cost for equal performance. Copies of the polymer evaluation can be made available through the Manatee County Utilities Department.

**Cause for Rejection:** Polymers evaluated in the past have been evaluated under specific water quality conditions. Whereas water quality changes during the year, the effectiveness of a specific polymer may change, resulting in unsatisfactory performance. Whenever the polymer doesn't meet the above performance criteria, Manatee County will purchase another polymer that will meet the performance criteria under the special weather or water quality conditions occurring. The purchased product will be returned to the vendor for refund (less shipping charges).

**Polyacrylamide Polymer:** The following specifications are for dry high molecular weight polyacrylamide in accordance with AWWA Standard **B453-06** except as noted below.

### Part A - General

Sec. 1A - Scope: The following specifications cover a high molecular weight polymer, including general conditions, material specifications, packing, marking, and shipping.

#### Sec. 2A - General Conditions:

2A.1 Affidavit of Compliance is required (Sec. 3A).

2A.2 Shipment shall be by truck with maximum protection from the weather, minimum shipment shall be palletized (2200 pounds per pallet). (See Part C)

Sec. 3A - Affidavit of Compliance: The vendor is required to furnish an affidavit that the product, to be furnished under the purchaser's order, complies with all applicable requirements of these specifications. The vendor shall also supply certification that the combination of dose and monomer level does not exceed 0.05% acrylamide dosed at 1 ppm.

### Part B - Material

Sec. 1B - Definition: The material supplied under this specification shall be a dry high molecular weight polyacrylamide, approved for use in potable water treatment at concentrations up to 1 ppm.

Sec. 2B - Impurities: The material supplied under these specifications shall contain no soluble mineral or organic substances in quantities capable of producing deleterious or injurious effects under public health or water quality.

Sec. 3B - Approval: Material supplied shall be approved for use in potable water supplied by the National Science Foundation in dosages up to 1 ppm. **NSF proof of approval is required.**

## Polyacrylamide Polymer (Continued)

Sec. 4B - Size and Density: Particle size of the dry polymer shall be such that 99% will pass through a No. 16 mesh sieve. Bulk density of the material shall be 40-50 pounds/cubic foot.

Sec. 5B - Chemical Requirements: The degree of polymerization shall be such that the material will have an average molecular weight on the order of  $10^6$ . Solutions stronger than .1% should be slightly acidic. Material should be soluble up to 1.0% (Vendor shall furnish data relating viscosity (CPS) to % solution.)

### Part C - Packing, Marking & Shipping

#### Sec. 1C - Packing:

1C.1 Polymer shall be shipped in bags containing up to 55 pounds. Bags shall contain a moisture barrier and broken bags will not be accepted.

1C.2 The net weight of packages shall not deviate from the recorded weight by more than 1.5% plus or minus. If exception is taken to the weight of material received, it shall be based on a certified unit weight of not less than 10% of the packages shipped, selected at random, from the entire shipment.

Sec. 2C - Marking: Each shipment of material shall carry with it some means of identification. Each package shall have marked legible thereon the net weight of the contents, the name of the manufacturer, and a brand name.

#### Sec. 3C - Shipping:

3C.1 Shipment shall be delivered in a closed truck offering maximum protection from the weather.

3C.2 Maximum delivery time shall be 30 days after receiving verbal or written order.

3C.3 Shipment shall be palletized, wooden slats on top and bottom, maximum of 1500 pounds per pallet.

3C.4 Receiving facility shall be notified one (1) day in advance of receiving shipment.

## D.05 TASTE AND ODOR CONTROL

The following chemical specifications are intended for use in controlling and/or removing causative agents responsible for producing taste and odors in potable water.

### Chemical

Powdered Activated Carbon

Copper Sulfate

Sodium Percarbonate Algaecide

### Powdered Activated Carbon

All in accordance with AWWA Standard **B600-10** or most current revision except as follows:

Sec.4.2.5 Samples were requested of interested vendors and bid ratios for the various products supplied were determined by performance testing. Bid ratios for carbon were prepared using the following experimental design:

-Basin B evaluated at 21 MGD

-Mixing routine:

RPM	TIME	
142	0'	PAC addition
142	3' 0"	Alum addition and pH adjustment
120	3' 28"	
100	3' 44"	
80	7' 41"	Polymer addition
40	10' 58"	
20	14' 53"	
0	20' 0"	
0	30' 0"	Samples collected

## Powdered Activated Carbon (continued)

Samples collected at 30' and analyzed by solid phase microextraction gas chromatography mass spectrometry (SPME-GCMS) for geosmin and 2-methylisoborneol (MIB).

Five (5) geosmin and four (4) MIB scenarios, representing required percent odorant removals from 2009 through 2012 T&O seasons, were used in determining the bid table ratio. These scenarios required geosmin removals of 10.6 percent, 31.0 percent, 51.0 percent, 68.1 percent, and 90.9 percent. Required removals for MIB were 10.3 percent, 28.2 percent, 50.4 percent, and 68.6 percent. The dose of each carbon needed to achieve these removals was calculated from data produced in the above experimental design. A performance factor was determined for each scenario and carbon and each odorant by dividing the operational carbon dose required for each carbon by the operational dose required for the best performing carbon (i.e. lowest dose) at each scenario. The operational dose is calculated daily on the full scale plant while PAC is in use. The operational dose is calculated from the dose-removal curve, and includes an adjustment to provide for increases in the raw water odorant concentrations between measurements. Performance factors were determined twice (March and September 2012) to capture different surface water qualities. The performance factors from each percent removal strategy were then averaged for each PAC for each odorant and these were averaged to obtain the performance factors for each round of testing. The performance factors from March and September were then averaged to obtain the following bid ratio table:

<u>Company</u>	<u>Product</u>	<u>Bid Ratio</u>
Norit Americas	Hydrodarco BB	1.571
Mead-Westvaco	PowerPac H20	2.321
Mead-Westvaco	Aquanuchar	1.000
Jakobi Carbon	Aquasorb CB1-MW	1.365
Norit Americas	Hydrodarco exp 555	1.252
Std Purification	Watercarb L	1.937
Std Purification	Watercarb 800	1.927
Carbochem	Carbochem 1000	1.939
Carbochem	Carbochem LQ 325	2.367
Calgon	BG-HHM	1.434
Calgon	WPH 1000	1.144

Several other PACs were tested, but their performance did not qualify them as appropriate for use at the County. Any PAC which required more than 150 ppm (the maximum dose which the County can reliably feed at typical production rates) to reach any of the required removals from the various scenarios was rejected. The quoted price per ton is to be multiplied by this bid ratio in order to determine the actual cost for equal performance.

The AWWA B600-05 specifications shall apply except as follows:

Add 6.2.6 Additional Specification for Supply and Delivery of PAC - PAC use at the County is episodic in nature and is determined by surface water quality. As such, vendors shall have the capacity and inventory in the United States to provide PAC to the County at a rate of 60,000 lbs. every other day for a two week period with the understanding that at the other extreme the PAC use may be as low as 1 truckload for the entire year.

Sec.6.3 - An Affidavit of Compliance that supplied carbon will meet this standard is required.

## Copper Sulfate

This material shall be in accordance with AWWA Standard **B602-08** or most current revision except as follows:

Sec. 4.1.1 Size - Shall be Size B – not more than 2 % retained on a No. 3 US Std. sieve; not less than 90% should be retained on a No. 10 US Std. sieve; and not more than 2% shall pass a No. 100 US Std. sieve.

Sec. 6.2.1 Shall be shipped in **50 pound** multi-wall bags

Add 6.2.3 Maximum shipment will be 20,000 pounds/Maximum 1,500 pounds per pallet.

Add 6.2.5 Palletizing to be included in bid price.

Add 6.2.6 Pallets will have slats on both sides of wooden frame

### **Sodium Percarbonate Algaecide**

The product shall be a granular sodium percarbonate based algaecide containing a minimum of 85% sodium carbonate peroxyhydrate as the active ingredient. Algaecide may be shipped in bags containing up to 50 lbs. Algaecide use at the County is episodic in nature and is determined by the surface water quality. As such, vendors shall have the capacity and inventory in the United States to provide sodium percarbonate algaecide to the County at a rate of 20,000 lbs every other week for a 2 month period with the understanding that on the other extreme the algaecide use may be as low as one truckload or less for the entire year.

### **D.06 HYDROFLUOROSILICIC ACID**

All specifications are in accordance with AWWA Standard B703-11 except as follows:

Sec. 4.2 The Hydrofluorosilicic Acid shall be  $25\% \pm 2\%$  by weight.

Sec. 6.2 Bulk delivery is required.

Sec. 6.3 An Affidavit of Compliance with this standard is required and a certified analysis is to be sent with each delivery.

## BASIS OF AWARD

Awards shall be made to the lowest responsive, responsible bidders by line item accepting the terms and conditions of this Invitation for Bid and which meet the specifications therein. Bidders do not need to bid on every item to be responsive. Blanket Purchase Orders shall be issued on an "AS REQUIRED BASIS". The County reserves the right to issue multiple awards.

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.

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.



**BID FORM**  
(Submit in Triplicate)

**INFORMATION FOR BID #12-2846BS**

**WATER & WASTEWATER TREATMENT CHEMICALS**

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 Information for Bid. 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.

*MANATEE COUNTY PURCHASING  
1112 MANATEE AVENUE WEST, SUITE 803  
BRADENTON, FL 34205  
BONNIE SIETMAN, SENIOR BUYER, PURCHASING DEPARTMENT  
P 941.749.3046 F 941.749.3034  
bonnie.sietman@mymanatee.org*

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

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

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

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

E-MAIL ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

FEIN#: \_\_\_\_\_

BUSINESS LICENSE NUMBER: \_\_\_\_\_

NUMBER OF YEARS COMPANY HAS BEEN IN BUSINESS: \_\_\_\_\_

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

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

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

**BID FORM**

ITEM #	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	BID UNIT PRICE	
1	Zinc Metaphosphate, 50 lb Moisture Proof Bag	100 Tons	\$ _____ / lb	\$ _____ /ton
	Product Name:			
	Delivery Days		_____ days	
2	Sodium Hypochlorite, Liquid (12.5% available CL <sub>2</sub> , 10.8 weight percent NaOC <sub>1</sub> )	2,300,000 Gallons	\$ _____ / gal	
	Delivery Days		_____ days	
	Testing Laboratory Used			
3	Calcium Hypochlorite, 100 lb. drums	20 Tons	\$ _____ / ton	
	Delivery Days		_____ days	
4	Anhydrous Ammonia, Industrial Grade, Bulk, 99.9%	100 Tons	\$ _____ / ton	
	Delivery Days		_____ days	
5	Quicklime, Bulk (Truck)	3,000 Tons	\$ _____ / ton	
	Delivery Days		_____ days	
6	Carbon Dioxide	420 Tons	\$ _____ /ton	\$ _____ /gal
	Delivery Days		_____ days	
7	Coagulant Aid, (Surface), 55.1 lb Moisture Proof Bag, Dry	7 Tons	\$ _____ / lb	\$ _____ / ton
	Product Name			
	Ratio:			
	\$/lb x Ratio = Competitive Price		\$ _____ / lb	
	Delivery Days		_____ days	
8	Coagulant Aid, (Ground), 55.1 lb Moisture Proof Bag, Dry	7 Tons	\$ _____ / lb	\$ _____ / ton
	Product Name			
	Ratio:			
	\$/lb x Ratio = Competitive Price		\$ _____ / lb	
	Delivery Days		_____ days	

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

**BID FORM (Continued)**

ITEM #	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	BID UNIT PRICE	
9	Powder Activated Carbon, Bulk (Pressure Truck)	440 Tons	\$ _____ / ton	
	Product Name			
	Ratio:			
	\$/ton x Ratio = Competitive Price		\$ _____ / ton	
	Delivery Days		_____ days	
10	Copper Sulfate, 50 lb. Moisture Proof Bag	20 Tons	\$ _____ / lb	\$ _____ / ton
	Product Name			
	Delivery Days		_____ days	
11	Sodium Percarbonate Algaecide, 50 lb Bag	50 Tons	\$ _____ / lb	\$ _____ / ton
	Product Name			
	Delivery Days		_____ days	
12	Hydrofluorosilicic Acid, Bulk	140 Tons	\$ _____ / ton	
	Delivery Days		_____ days	

List chemicals with costs for any required drum deposit or any additional charges that Manatee County will be required to incur: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EMERGENCY CONTACT INFORMATION**

Emergency Contact Person: _____ (print)
Telephone Number: _____ Cell Phone No.: _____

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

**BID FORM (Continued)**

**ACTIVATED CARBON - CERTIFICATE**

Re: Water & Wastewater Treatment Chemicals:

We are prepared to furnish for shipment to the Manatee County Water Purification Plant in the County of Manatee, Florida, against their annual requirements of activated carbon, our product \_\_\_\_\_, having the following uniform specifications:

**FINENESS:**

Percent passing 100-mesh standard sieve \_\_\_\_\_

Percent passing 200-mesh standard sieve \_\_\_\_\_

Percent passing 325-mesh standard sieve \_\_\_\_\_

CARBON CONTENT: MOISTURE - not more than: \_\_\_\_\_

DENSITY - weight per cubic foot, packed \_\_\_\_\_

It is guaranteed that the carbon to be supplied will retain its absorption capacity after being properly stored in the plant for a period of 120 days.

**SODIUM HYPOCHLORITE:** Each prospective Bidder shall submit a one (1) gallon "chilled" sample of Sodium Hypochlorite to one of the approved testing laboratories, or equal, listed in this specification for analysis. Testing analysis should be dated within (30) thirty days of October 1, 2012 to be considered responsive (reference page 14). Testing analysis shall be submitted with your bid documents.

A current Hazmat License shall be submitted with your bid documents (reference page 10).

By signature below, it is attested that all testing is to be conducted in accordance with the American Water Works Association standards for Powered Activated Carbon.

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

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

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

(Printed name of above signer)

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

INVITATION FOR BID #12-2846BS

WASTE & WASTEWATER TREATMENT CHEMICALS

QUESTIONNAIRE/REFERENCES

**THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR QUOTE**

1. Licensed and operating a full-time water and wastewater chemical sales/distribution facility:  
\_\_\_\_\_ Yes \_\_\_\_\_ No (check one) for \_\_\_\_\_ continuous years'.
2. Quoting as: an individual;; a partnership;; a corporation: ; a joint venture: (circle one)
3. Inventory of instrumentation including age of instrumentation and maintenance schedule applicable.

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4. Summary of any litigation filed against the bidder in the past five years which is related to the services and/or products provided. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.

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5. Number of employees employed by your business: \_\_\_\_\_ Subcontracted: \_\_\_\_\_

6. Name of supervisor (scheduling and supervising work): \_\_\_\_\_

7. Have you ever failed to complete work awarded to you? If so, where and why?

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8. Quoter's acceptance that the use of subcontractors is not permitted without the written approval of the County.

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9. Have you been cited for any DOT HAZMAT, OSHA, or any other safety violations in the past five years which is related to the services or products provided. The summary shall state the nature of the violation, a brief description of the violation and the outcome or projected outcome? \_\_\_\_\_

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

References

REQUEST FOR QUOTATION: #12-2846BS

WATER & WASTEWATER TREATMENT CHEMICALS

**10. Please list the Company Name, Contact Name, Phone Number and a brief description of three (3) current major corporate and/or government accounts (references) (please print), attach additional sheets if necessary:**

Project name & location: \_\_\_\_\_

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

Project Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Project Amount: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Project name & location: \_\_\_\_\_

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

Project Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Project Amount: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Project name & location: \_\_\_\_\_

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

Project Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Project Amount: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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

Attachment "A"

STATEMENT OF NO OFFER

INVITATION FOR BID #12-2846BS

WATER AND WASTEWATER TREATMENT CHEMICALS

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 IFB #12-2846BS, for the following reason(s):

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

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

REMARKS

Thank you for your input.

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

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

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

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

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

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

## MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

### E.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;
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 shall 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 17th day of March, 2009.

MANATEE COUNTY GOVERNMENT - AFFIDAVIT AS TO LOCAL BUSINESS  
(Complete and Initial Items B-F)

A. Authorized Representative

I, [name] \_\_\_\_\_, am the [title] \_\_\_\_\_ and the duly authorized representative of: [name of business] \_\_\_\_\_, and that I possess direct personal knowledge to make informed responses to these certifications and the legal authority to make this Affidavit on behalf of myself and the business for which I am acting; and by electing to submit a bid pursuant to this Invitation for Bids, shall be deemed to understand and agree to the local business preference policies of Manatee County; and that I have the direct knowledge to state that this firm complies with all of the following conditions to be considered to be a Local Business as required by the Manatee County Code of Law, Section 2-26-6.

B. Place of Business: I certify that the above business is legally authorized to engage in the sale of goods and/or services and has a physical place of business in Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one (1) fulltime employee at that location. The physical address of the location which meets the above criteria is: \_\_\_\_\_ [Initial] \_\_\_\_\_

Business Phone Number: \_\_\_\_\_

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

C. Business History: I certify that business operations began at the above physical address with at least one fulltime employee on [date] \_\_\_\_\_ [Initial] \_\_\_\_\_

D. Criminal Violations: I certify that within the past five years of the date of this Bid announcement, this business has not admitted guilt nor been found guilty by any court or local, state or federal regulatory enforcement agency of violation of any criminal law or administrative regulation regarding fraud. [Initial] \_\_\_\_ \_

E. Citations or Code Violations: I certify that this business is not currently subject to any unresolved citation or notice of violation of any Manatee County Code provision, with the exception of citations or notices which are the subject of a legal current appeal within the date of this bid announcement. [Initial] \_\_\_\_\_

F. Fees and Taxes: I certify that this business is not delinquent in the payment of fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, with the exception of those which are the subject of a current legal appeal. [Initial] \_\_\_\_\_

Each of the above certifications is required to meet the qualification of "Local Business" under Manatee County Code of Law, 2-26-6.

Signature of Affiant \_\_\_\_\_

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

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by (name of person making statement).

(Notary Seal) Signature of Notary: \_\_\_\_\_

Name of Notary: (Typed or Printed) \_\_\_\_\_

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_ Type of Identification Produced \_\_\_\_\_

Submit executed copy to Manatee County Purchasing - Suite 803 - 1112 Manatee Avenue West - Bradenton, FL 34205

Attachment "B"

**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 quoters or prospective quoters in restraint of freedom of competition, by agreement to quote 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 Official, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family

members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

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 Official. 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 \_\_\_\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
[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.