



REQUEST FOR QUOTATION: #12-0918GE

GRADER BLADES, NUTS & BOLTS

DATE ISSUED: January 18, 2013

DATE DUE: January 31, 2013 at 3:00 P.M.

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

For Information Contact: George Earnest CPPB, Buyer
Phone: (941) 749-3044 Fax: (941) 749-3034
george.earnest@mymanatee.org

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THIS IS NOT AN ORDER

DESCRIPTION

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

Questions about this RFQ must be sent to the contact on this page via fax or email. The deadline for submitting questions is January 28, 2013 at 3:00 P.M.

GENERAL CONDITIONS

PURPOSE

It is the intent of Manatee County to purchase grader blades, nuts and bolts on an “**as required**” basis, for a variety of motor graders, to be delivered FOB Destination to various locations throughout Manatee County. It is the specific purpose of this quote to establish an annual contract for stock inventory, and to secure the cost and availability of the materials for procurement.

SPECIFICATIONS

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

CLARIFICATION

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

COSTS INCURRED IN RESPONDING

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

RESERVED RIGHTS

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

LOBBYING

After the issuance of any Request for Quote, prospective quoters, or any agent, representative or person acting at the request of such quoter shall not contact, communicate with or discuss any matter relating in any way to the Request for Quote with any officer, agent or employee of Manatee County other than the Purchasing Official, or as directed in the Request for Quote. This prohibition begins with the issuance of any Request for Quote and ends upon the execution of a purchase order, or when the Request for Quote has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code.

TAXES

Manatee County is exempt from Federal and State Sales Taxes.

MATHEMATICAL ERRORS

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

QUALITY GUARANTEE

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

INDEMNIFICATION

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

REGULATIONS

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

BLANKET ORDER

A Blanket Purchase Order shall be issued as a result of this quote. A Blanket Purchase Order number, when accompanied by a valid Release Order number provided by an authorized County Representative, will authorize purchases on an "**as required**" basis.

A master agreement with subsequent individual orders shall be used, therefore for payment; each invoice must indicate the Blanket Purchase Order number followed by a valid Release Order number. The vendor is not authorized to proceed with, and will not be compensated for, any work that is not authorized by a valid Release Order Number issued by an authorized County Representative. Make no shipments until a valid release order is provided.

QUANTITIES

The exact quantities of the required supplies cannot be determined at this time, but approximated past annual usage is indicated on the Quotation Form. This quotation award may result in similar quantities of purchases; however, this is not guaranteed. Release Orders

shall be issued on an “**as required**” basis; covering all or part of the specified items on quote. During the term of the contract, the County may add or delete parts as needed.

PRICES AND TERMS

The prices quoted shall be used for payment and shall be deemed to include payment in full for all transportation, labor, materials, and equipment required for the complete delivery of each unit. Prices shall remain firm and irrevocable for the initial contract period. Price changes for any renewal periods are subject to the approval of the County.

CONTRACT TERM

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

RENEWAL

Provided that there are no changes of prices, terms, or conditions, **this contract shall be automatically renewed** beyond the first twelve (12) month contract period for as many as three (3) additional twelve (12) month periods not to exceed total contract duration of forty-eight (48) months. **Written notice of intention not to renew must be submitted by the successful bidder 90 days prior to the end of a contract period.** Should any Vendor choose not to renew the bid awarded, the County reserves the right to terminate the Contract with that Vendor and select the next qualified quoter, or re-advertise for those quote items, or solicit a new Request for Quote for all items (including multiple quote awards).

CANCELLATION

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

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

PAYMENT

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

WARRANTY

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

BASIS OF AWARD

Award will be made on an All-or-None Total Offer basis to the responsive, responsible quoter with the lowest Total Quote. Vendors shall quote each item on the Quotation Form to be responsive.

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

Whenever two or more quotes are equal with respect to price, quality and service, the quote received from a local business shall be given preference in award. Whenever two or more quotes received are equal with respect to price, quality and service, and both quotes received or neither quotes received are 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.

MINIMUM TECHNICAL SPECIFICATIONS

STATEMENT OF NEEDS

Manatee County operates and maintains a fleet of approximately eight motor graders of various make and models. This quote is intended to cover only items “stocked” by the County.

Similar items and materials not quantified as “stocked” items by the County may be purchased through this agreement based on a quoted percentage discount.

The County may add or delete parts throughout the term of this contract as needed by issuance of a “Change Order” issued to the original blanket purchase order.

Whenever possible, quantities will be ordered in standardized packaging.

QUALITY

Parts delivered will be premium first line quality material, and must meet or exceed original equipment manufacturers (OEM) specifications. No white box or second line material will be acceptable. Where there is a question or a concern regarding the quality of parts and material, the County will make the final determination as to the suitability.

AVAILABILITY

It is the intent of the County to procure parts from sources that will provide prompt, convenient shipment and service, maintain sufficient inventories necessary to ensure delivery of 90% of items ordered within twenty-four (24) hours, and 100% within seventy-two (72) hours of the order, excluding Saturdays, Sundays and holidays. Failure of the Vendor to comply with these requirements may be cause for termination. In a case of termination, the County reserves the right to transfer the award of this agreement to the next lowest quoter.

DELIVERY REQUIREMENTS

Deliveries shall be made to the following locations and all prices must be quoted F.O.B. Destination to each County site as follows:

Manatee County Fleet Services
1100 26th Avenue East
Bradenton, FL 34208

Manatee County Fleet Services
4700 66th Street West
Bradenton, FL 34210

Manatee County Fleet Services
3333 Lena Road (Landfill)
Bradenton, FL 34202

OBSOLESCENCE – RETURNS

The successful vendor shall agree to take back obsolete or unused parts and supplies sourced from that vendor provided they are in re-saleable condition. Full credit shall be issued for obsolete or unused parts and supplies.

INSPECTION

Prior to award of this RFQ, any quoter may be required to show that they have the necessary facilities, equipment, ability and financial resources to perform in a satisfactory manner and within the time specified, and that they have references which will satisfy the County. These requirements may be satisfied by completing the mandatory Contractor’s Questionnaire, attached.

**PLEASE RETURN THIS QUOTE TO
MANATEE COUNTY PURCHASING,**

ATTN: GEORGE EARNEST CPPB, BUYER

VIA FAX: 941-749-3034

OR EMAIL TO

george.earnest@mymanatee.org

COMPLETED QUOTATION FORM DUE NO LATER THAN

January 31, 2013 at 3:00 P.M.

QUOTATION FORM
RFQ #12-0918GE GRADER BLADES, NUTS & BOLTS

We, the undersigned declare that we have reviewed the quote documents and with full knowledge and understanding of the, herewith submit our quote. We also propose to furnish grader blades, nuts and bolts on an “**as required**” basis to include material, labor and freight F.O.B. Destination, as specified herein, at the following prices:

Part #	Description	Estimated Annual Quantity	Unit Price	Extended Price
7T1645	Grader blade, 7ft.	70 x	\$ =	\$
3F5108*	5/8 Plow Nuts & Bolts	650 x	\$ =	\$
4K0367*	5/8 Plow Nuts	650 x	\$ =	\$
7D1577	Grader blade, 7 ft.	10 x	\$ =	\$
5J4773**	¾ x 2.5" 10 Thread Plow Nuts & Bolts	10 x	\$ =	\$
2J3506**	¾" Plow Nuts, National Course Thread	10 x	\$ =	\$
TOTAL QUOTE FOR AWARD PURPOSES (multiply each quantity by the unit price to produce the extended price, total all extended prices to produce the Total Quote)				\$
***Percentage discount from published manufacturer's price list for any associated items not listed on this quote form.				%
***Percentage markup from published wholesaler's price list for any associated items not listed on this quote form.				%

* **Part numbers 3F5108 and 4K0367 above shall be quoted separately but purchased as a combined, single part number.**

** **Part numbers 5J4773 and 2J3506 above shall be quoted separately but purchased as a combined, single part number.**

***For all other items not listed above, like items may be purchased at a fixed percentage discount off a published manufacturer's price list or a fixed percentage markup to a published wholesaler's price list. Upon the request of the County the Vendor shall submit the manufacturer's price list and/or wholesaler's price list. If more than one discount or markup is being offered the Quoter may attach additional sheets as necessary.

 Contact Name Contact Phone

 Contact Email Address

 Company Name Phone Number Fax Number

 Address City, State, Zip

 Authorized Signature Print Name and Title of Signer(s)

 Date Acknowledge Addendum/Date

CONTRACTOR'S QUESTIONNAIRE

(Must submit with Quote Form)

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

1. BUSINESS LICENSE # _____

COMPANY'S NAME: _____

2. Your organization has been in business (under this firm's name) for how many years?

3. Describe of the last three commercial/governmental projects within the past five (5) years you've completed which are similar in cost, type, size, and nature as the one proposed herein. This information may be used as a reference check. Include project description, total project amount, contact name and phone number, and completion date:

4. Have you ever failed to complete work awarded to you? If so, state when, where (contact name, address, phone number) and why?

STATEMENT OF NO QUOTE

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

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

We, the undersigned, have declined to quote on RFQ #12-0918GE Grader Blades, Nuts & Bolts, for the following reason(s):

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

REMARKS:

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

Company Name: _____

Company Address: _____

Telephone: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

F.01 Vendor Registration

All vendors are encouraged to register with Manatee County using the on-line “Vendor Registration” web page on www.mymanatee.org.

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 quote, 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 quotes on 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

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 quote.

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, quote, and proposal opportunities to your

F.02 Section 2-26-6. Local preference, tie quotes, local business defined.

(a) Whenever a responsible local business quoter and a responsible non-local business quoter are found, upon the opening of quotes, to have both submitted the lowest responsive quote, the quote of the local quoter shall be awarded the contract. Should more than one responsible local business quoter match the responsible non-local business quoter’s lowest responsive quote, or should no responsible local business quoter match the lowest responsive quote but two or more responsible non-local business quoters submit lowest responsive quotes 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 quoters seeking to be recognized as local businesses for purposes of this local business preference provision may be required by the terms of the quote 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 quoting 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 quotes when the quoter'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 quote that for at least six (6) months prior to the announcement of the solicitation of quotes 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 quotes 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 quote pursuant to a request for quotes, all quoters are deemed to understand and agree to those policies.

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

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

1. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
 2. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;
 3. Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
 4. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;
- F.02 Section 2-26-6. Local preference, tie quotes, local business defined. (Continued)
5. Any quote announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county commission or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

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

1. Has not within the five years prior to the quote 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 quote 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 quote pursuant to this Request for Quotation, 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 Quote 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 quote 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