



MANATEE COUNTY
FLORIDA

**REQUEST FOR QUOTATION
(RFQ) #12-0321DC PIPING AND STAIRS
SOUTHEAST WATER RECLAMATION BIO-SOLIDS FACILITY**

ATTENTION: DEBORAH CAREY-REED, MANATEE COUNTY PURCHASING
EMAIL: deborah.carey-reed@mymanatee.org PHONE (941) 749-3074 FAX (941) 749-3034

Manatee County invites your participation in the following quotation to design, furnish and install stainless steel piping and aluminum stairs at the Manatee County Public Works Bio-Solids Facility.

SITE VISIT: For inspection of the site located at the SW Water Reclamation Facility, 3331 Lena Road, Bradenton Fl (south of SR64, one mile east of I 75, adjacent to the Landfill), prospective bidders are to contact Chris Collins at 941-792-8811 ext.8025 for the scheduled date and time.

QUOTE DUE DATE: January 11, 2011 AT 4:00 P.M. to Manatee County Purchasing.

The undersigned hereby declare that they have reviewed the quote documents and with full knowledge and understanding of the aforementioned, herewith submit their quote construction of piping and stairs at the Bio-Solids Facility as specified herein. It is understood that the specifications documents and general conditions in their entirety are made a part of any contract between the County of Manatee and the successful quoter.

ITEM	DESCRIPTION	EST QTY	UNITS	UNIT PRICE	EXTENDED PRICE
1.	Mobilization	1	LS		\$
2.	Miscellaneous Work and Cleanup	1	LS		\$
3.	8" Stainless Steel Piping	25	LF	\$	\$
4.	Aluminum Stairs with Two Landing Platforms	1	LS		\$
5.	As-Built Record Drawings	1	LS		\$
TOTAL PRICE – COMPLETE					\$

Number of calendar days for completion of the work after notification of award:

(Print Name) inspected the site on

Company Name

Phone Number

Fax Number

Address

License Number

Email address

Contact Person's Name (Print)

Authorized Signature

Date

(Acknowledge Addendum, if applicable, by number and date)

QUOTE CAN BE RETURNED VIA EMAIL

CONTRACTOR'S QUESTIONNAIRE

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

1. LICENSE # and COMPANY'S NAME: _____
CO. PHYSICAL ADDRESS: _____
STATE OF INCORPORATION, IF APPLICABLE: _____
2. Bidding as an individual: ____; partnership: ____; corporation: ____; joint venture: ____
3. Your organization has been in business (under this firm's name) as a _____ for how many years? _____
4. Have you ever failed to complete work awarded to you? Or provide projects not completed within contract time. If so, state when, where (contact name, address, phone number) and why?

5. Have you ever been debarred or prohibited from bidding on a governmental entity's construction project? If yes, name the entity and describe the circumstances:

6. Name two references for which you have performed similar work and to which you refer. (contact name and phone number):
1. _____
2. _____
7. What specific steps have you taken to examine the physical conditions at or contiguous to the site? Have you visited the site? _____

8. What specific physical conditions have you found which will, in any manner, affect cost, progress, performance, or finishing of the work?

9. Will you subcontract any part of this Work? If so, describe which major portion(s):

10. What equipment do you own to accomplish this Work?

11. What equipment will you purchase/rent for the Work? (specify which)

GENERAL CONDITIONS

PURPOSE

The work for this project consists of the replacement of approximately 25 linear feet of stainless steel piping and the design and construction of aluminum stairs at the Bio-Solids Facility located at the Lena Road Landfill.

SPECIFICATIONS

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

CLARIFICATION

It shall be the responsibility of all vendors to request any additional clarification of the contents herein. Clarification will be furnished by written addendum from Purchasing.

TAXES

Manatee County is exempt from Federal and State Sales Taxes.

RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all quotes, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the quote and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County.

BASIS OF AWARD

Award shall be to the most responsive, responsible quoter meeting specifications and having the lowest Total Price for the requirements listed on the Quote Form for the Work as set forth in this Request For Quotation.

Prices shall include costs for furnishing all labor, equipment and/or materials for the completion of the Work in accordance with and in the manner set forth and described in this document to the County's satisfaction within the prescribed time. **Inspection of the project site is a prerequisite for award.**

QUALIFICATIONS

Each quoter must secure all licenses required (in accordance with Chapter 489 Florida Statutes) for the Work which is the subject of this quote with no less than two years experience in the scope of work proposed. A certified engineer is required to sign and seal the design drawings. Welders shall be certified in accordance with ANSI B31.1.

PRICES AND TERMS

The prices quoted shall be used for payment and shall be deemed to include payment in full for all transportation, labor, permits, and equipment used to complete this project.

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 quote, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a quote, 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 quotes, 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 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 is attached for this purpose.

COLLUSION

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

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 may apply.

QUALITY TERMS

The County reserves the right to reject any product, if in its judgment the product reflects unsatisfactory workmanship, or manufacturing defects.

SAVE HARMLESS CLAUSE

The successful vendor(s) covenants and agrees to indemnify and save harmless the County of Manatee, Florida and to defend same from all costs, expenses, damages, and attorney's fees, injury of loss, to which the County may be subjected by any person, firm, corporation or organization by reason of any wrongdoing, misconduct, want or need of care or skill, negligence or default or breach of contract, guaranty or warranty, by the successful vendor(s), his employees, agents or assigns.

QUALITY GUARANTEE AND REMEDIAL CLAUSE

If any work or product does not meet specifications, or materials furnished in conjunction with the work will not produce the results required of the work, the vendor will be required to rectify any and all work involved in the unsatisfactory situation. If the unsatisfactory work or products involves other vendors who are blameless, then it shall be the responsibility of the vendor responsible for the faulty work or the furnishing of unsatisfactory materials to reimburse the blameless vendors for any and all additional work or materials required due to the faulty work or products. The County reserves the right to reject any or all work or materials used in the work, if in its judgment the work or materials reflect unsatisfactory workmanship, or manufacturing defects.

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.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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

CANCELLATION

The Purchase Order (Contract) shall be subject to immediate cancellation, if either product or service does not comply with the specifications, terms, or conditions stated herein. Products or services which do not comply with the specifications, terms or conditions stated herein will be returned at the vendor's expense and no payment for such defective items shall be due. Note: Improper safety can result in cancellation of the award.

BE GREEN

All Quoters) 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 have a reduced adverse effect on the environment.** Provide detail of your organization's initiative and its ability to meet the goal of environmental sustainability.

TERMS AND CONDITIONS OF CONTRACT

SCOPE OF WORK

The Work is generally described as the replacement of stainless steel piping and the design and construction of aluminum stairs in compliance with applicable building codes, laws and regulations in accordance with this. Applicable design drawings, signed and sealed, shall be completed by the awarded contractor. Note: Current Record Drawings are available on site.

1. It is the contractor's responsibility to acquire all measurements and be in compliance with all laws regulating this project. It will be the responsibility of the quoter to identify any omissions that will hinder submission of a firm offer.
2. Furnish and install approximately 25' of 8" stainless steel piping with all required supports to replace pellet chute. Contractor shall be responsible for accurate dimensioning of the piping system. Contractor will complete all testing required to ensure proper operation of the installation. Manatee County will remove and discard existing piping. (Pipe is used to move 2mm pellets through system.)
3. Design, furnish, and install aluminum stairs with two landing platforms. Material shall be fabricated from steel and dipped with a zinc coating.
4. Shop drawings shall include all data and information required for the complete systems. All dimensions shall be based on the actual equipment to be furnished. Types and locations of hangers or supports shall be shown on the layouts.
5. Construction and record drawings are required of the successful quoter and shall fully meet the requirements of all current federal, state and county laws, rules, regulations and standards, with the most stringent applying.
6. Contractor required to provide all required permits or proof of exemption.
7. Three year warranty on materials and workmanship required.
8. Manatee County will provide water and electricity, 110V and 220V available. Also lay down for contractor's equipment will be made available.
9. Contractor shall provide dumpster for disposal and cleanup of all debris.
10. All employees of the awarded contractor shall follow all manatee County security policies and procedures.

COMPLETION OF WORK

The Work will be substantially complete and ready for occupancy within the specific calendar days from the date the Contract Time commences to run.

SCHEDULE OF VALUES

The Contractor shall submit a Schedule of Values within ten days of award date. The Schedule shall include quantities and prices of items equaling the Total Price and will subdivide the Work into component parts in sufficient detail to serve as a basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of work. Upon request of the County, the Contractor shall support the values with data which will substantiate their correctness.

PAYMENT

Contractor shall submit, no more than one every 30 days, an application of an approximate estimate of the proportionate value of the Work completed (invoice). The County will then review said estimate and make any necessary revisions so that the estimate can receive approval for payment. The amount of said estimate after deducting any required retainage and all previous payments shall be due and payable to the Contractor within 20 days after the pay estimate has been approved by the County; or within 25 business day if County's consultant approval is required.

It is the Contractor's responsibility for the care of any stored materials. Any requests for payment of materials stored on site must be accompanied with a paid receipt. The Contractor warrants and guarantees that title to all work, materials and equipment covered by any application for payment will pass to the County at the time of payment free and clear of all liens, claims, security interests and encumbrances (referred to as "Liens").

The Contract will be considered complete when all work has been finished, the final inspection made, and approved as-builts received. The Contractor's responsibility shall then terminate except as otherwise stated.

INSURANCE COVERAGE

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

1. Workers' Compensation/Employers' Liability

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

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

\$ 100,000	(Each Accident)
\$ 300,000	(Disease-Policy Limit)
\$ 100,000	(Disease-Each Employee)

2. Commercial General Liability

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

Products/Completed Operations Aggregate	\$ 300,000
Personal and Advertising Injury	\$ 300,000
Each Occurrence	\$ 300,000
Fire Damage (Any one fire)	\$ NIL
Medical Expense (Any one person)	\$ NIL

3. Business Auto Policy

Each Occurrence Bodily Injury and Property	
Damage Liability Combined	\$ 300,000
Annual Aggregate (If Applicable)	Three times each occurrence limit.

4. Owners Protective Liability Coverage

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

5. Property Insurance

If this contract includes construction of or additions to above ground buildings or structures, contractor shall provide "**Builder's Risk**" insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).

6. Installation Floater

If this contract does not include construction of or additions to above ground building or structures **but does involve** the installation of machinery or equipment, contractor shall provide an "**Installation Floater**" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).

7. Certificates of Insurance and Copies of Policies

Certificates of Insurance evidencing the insurance coverage specified in the six above paragraphs 1., 2., 3., 4., 5., and 6. shall be filed with Purchasing 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 quote number, project title and location of project. Insurance shall remain in force at least 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 contractor shall name Manatee County as additional insured in each of the applicable policies.

RETAINAGE

1. Contract under \$100,000: Contracts which do not require performance and payment bonds, a **retainage** of 10% of the total contract amount shall be withheld from all payments until 50% of the Work has been completed. After 50% completion, the retainage shall be reduced to 5% of the total contract amount, and one half of the previously withheld amount shall be paid to the Contractor. The remaining retainage shall be included in the final payment.
2. Contract over \$100,000: Contracts which do require a performance and payment bond (if the total quote price exceeds \$100,000), a **retainage** of 2.5% of the total contract amount shall be withheld from payments after 75% completion of the Work. Upon substantial completion, this retainage shall be reduced to 1% of the total contract amount plus such amount as the Owner may reasonably deem necessary to repair, replace, complete or correct any damaged, defective, incorrect or incomplete work. Upon final acceptance, the remaining retainage shall be included in the final payment.

C.15 BID BOND/CERTIFIED CHECK

By offering a submission to this Request For Quote the quoter agrees, should their quote be accepted, **to execute the form of contract and present the same to Manatee County for approval within ten days after being notified of the awarding of the contract.** The quoter further agrees that failure to execute and deliver said form of contract within ten days will result in damages to Manatee County and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed quote in the amount of five (5%) percent of the total amount of the quote. The quoter further agrees that in case the quoter fails to enter into a contract, as prescribed by Manatee County, the bid bond/certified check accompanying the quote shall be forfeited to Manatee County as agreed liquidated damages. If the County enters into a contract with a quoter, or if the County rejects any and/or all quotes, accompanying bond will be promptly returned.

C.16 PERFORMANCE/PAYMENT BONDS (If the total quote price exceeds \$100,000)

The successful quoter shall furnish a surety bond(s) as security for faithful performance of the contract awarded as a result of this quote, and for the payment of all persons performing labor and/or furnishing material in connection therewith. If the total quoted price is over \$100,000, the surety of such bonds shall be in an amount equal to the contract award (100% each) and from a duly authorized and nationally recognized surety company, authorized to do business in Florida, satisfactory to this County. The attorney-in-fact who signs the bonds must file with the bonds a certificate and effective dated copy of power-of-attorney.

Furnishing the performance and payment bonds shall be requisite to entering into a contract with the County. Said performance and payment bonds will remain in force for the duration of the contract with the premiums paid by the contractor. Failure of successful contractor to execute such contract and to supply the required bonds shall be just cause for annulment of the award. The County may then contract with another acceptable quoter or readvertise this Request for Quotation. If another quoter is accepted, and notice given within 90 days after the opening of quotes, this acceptance shall bind the quoter as though they were originally the successful quoter.

Failure of the County at any time, to require performance by the contractor of any provisions set out in the contract will in no way affect the right of the County, thereafter, to enforce the provisions.

STATEMENT OF NO QUOTE DUE TO RFQ MAXIMUM LIMITATIONS

Please note that the process utilizing a Request for Quote is valid for a maximum expenditure of \$299,999.99. In accordance with Florida State Statutes, Section 255.0525, construction projects with a value in excess of \$299,999.99, must be competitively quote with public announcement.

Therefore, if your quotation would be in an amount of \$299,999.99 or more, please do not submit your quote or reveal your pricing, but return the attached Statement of No Quote form stating that your quotation would exceed this amount.

STATEMENT OF NO QUOTE

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

Manatee County Purchasing
Email: deborah.carey-reed@mymanatee.org

We, the undersigned, have declined to quote on: Request For Quotation #12-0321DC
Piping and Stairs 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 company may not be contacted by you for this commodity or service.

Company Name: _____

Company Address: _____

Telephone: _____ Fax: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)

email address: _____