



**REQUEST FOR QUOTATION: #12-2097CB**

**PUMP REPAIR & MACHINE WORK**

**DATE ISSUED: JULY 16, 2012**

**TIME AND DATE DUE: JULY 25, 2012 at 3:00 P.M.**

For Information Contact: Charles Bentley, Buyer  
Phone: (941) 749-3036 Fax: (941) 749-3034  
[Charles.Bentley@mymanatee.org](mailto:Charles.Bentley@mymanatee.org)

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**THIS IS NOT AN ORDER**

**DESCRIPTION**

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

AUTHORIZED TO RELEASE: DWW

## **GENERAL CONDITIONS**

### **PURPOSE**

It is the intent of Manatee County to establish a contract for pump repair and machine work for the Manatee County Utilities Department. It is the specific purpose of this quote to establish an annual contract for required services and to secure the cost and availability of the services for procurement.

### **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.

### **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 deadline is July 20, 2012 at 3:00pm. 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 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.

### **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.

**DISCLOSURE (Attachment B)**

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

Quotes/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). No announcement or review of the offer shall be conducted at the public opening. If the County rejects all offers and concurrently notices its intent to reissue the solicitation, initial offers are exempt until the County provide notice of its intended decision or, 30 days after the opening of the new offers.

**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.

**ENCLOSURE**

Public Entity Crime Affidavit (Form No. PUR:7068) shall be submitted complete with all quotes in excess of \$10,000.

**ASSIGNMENT OF CONTRACT**

Vendor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of his right, title, or interest therein, or his power to execute such Contract, or to assign any monies due or to become due there under to any other person, firm or corporation unless first obtaining the written consent of the County. The giving of such consent to a particular subcontractor assignment shall not dispense with the necessity of such consent to any further or other assignment.

**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.

**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.

**MANUALS, SCHEMATICS, HANDBOOKS**

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

**BLANKET ORDER**

Blanket Purchase Order(s) 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 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 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 the County's Representative.

Quantities of purchases will vary depending on the authorized budget of each authorized County department. Quote 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.

### **DELIVERY TIME**

Delivery time for repairs of all pumps shall be as discussed with and accepted by the authorized representative from the using department. If delivery time exceeds the time agreed to, then the County reserves the right to assess liquidated damages in an amount not to exceed 10% of the value of the pump / per day / until such a time Manatee County deems the pump is repaired.

### **PRICES**

The labor rates on the Bid Form shall include, but not be limited to, all labor involved in the pickup/delivery, diagnostic checkout, all materials, on-site and at the vendors location for both normal and emergency hours repairs. Normal and Emergency hours are defined on the Bid Form.

### **CONTRACT TERM**

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

### **RENEWAL**

Provided that there are no changes in prices, terms or conditions, **this contract shall be automatically extended/renewed** beyond the first thirty-six (36) month contract period for additional twelve (12) month periods not to exceed a total contract duration of sixty (60) months. **Written notice of intention not to renew must be submitted by the successful quoter 90 days prior to the end of a contract period.** Should any Vendor choose not to renew the quote awarded, the County reserves the right to terminate the Contract with that Vendor and select the next qualified quoter, or re-advertise for those quoted items, or solicit a new Request for Quotation for all items (including multiple quote awards).

### **PAYMENT**

Payment shall be made by the County on a monthly basis, within forty-five (45) days after services have been rendered by the Vendor, accepted by the County, and an appropriate invoice has been submitted. Payment invoices must indicate the Purchase Order number and a valid Release Order number, and shall have a listing of the dates and locations of pest control service sites for which payment is requested.

### **CANCELLATION**

Any failure of the Vendor to furnish or perform the Work (including commencement of the Work, supplying sufficient skilled workers or suitable materials or equipment) in accordance with the contract, the County may order the stop of the Work, or any portion thereof, until the cause for such order has been eliminated. If the Vendor persistently fails to perform the Work in accordance with the contract, the County reserves the right to terminate the contract and select the next qualified quoter or re-advertise this procurement in part or as a whole.

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.

### **WARRANTY, MAINTENANCE SERVICE AND SUPPORT**

The contractor shall warrant all work against defects in materials, equipment and workmanship for a period of one (1) year from the date of the final acceptance by the County for that product and or service.

### **INSURANCE COVERAGE**

The quoter will not commence work under a contract until all insurance under this section, and such 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:

#### **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 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 Worker's 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 Worker's Compensation Policy shall be:

\$ 100,000	(Each Accident)
\$ 500,000	(Disease-Policy Limit)
\$ 100,000	(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 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	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 300,000
Fire Damage (Any one fire)	\$ 1,000,000
Medical Expense (Any one person)	\$ 1,000,000

c. Business Auto Policy

Each Occurrence Bodily Injury and Property

Damage Liability Combined

\$ 300,000

Annual Aggregate (If Applicable)

Three times each occurrence limit.

d. 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 the work under this contract.

e. Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the three above paragraphs a., b., and c., shall be filed with the Purchasing Director before operations are begun. The required certificates of insurance shall not only 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 (1) year after completion and acceptance of the project by the County, insurance in the amounts and types as stated herein, coverage for all products and services completed under this contract.

**ADDITIONAL INSURED: Manatee County, a political subdivision of the State of Florida, shall be specifically named as additional insured.**

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

f. Commonly Overlooked Requirements

In order for the certificate of insurance to be accepted it must comply with the following:

1. As stated in paragraph (e.) "Certificates of Insurance and Copies of Policies" **quote number, title and location shall appear on the certificate.**
2. As stated in paragraph (e.) **Manatee County, a political subdivision of the State of Florida, shall be named as additional insured.**
3. The certificate holder shall be:  
**Manatee County Board of Commissioners**  
**P.O. Box 1000**  
**Bradenton, FL 34206-1000**

4. Certificate shall be mailed to:  
**Manatee County Purchasing Division**  
**1112 Manatee Avenue West, Suite 803**  
**Bradenton, FL 34205**  
**Attn: Charles Bentley, Buyer**



## **TECHNICAL SPECIFICATIONS**

### **SCOPE OF SERVICE**

Quoter shall provide annual certified repair service for pumps, pump parts, and technical services for pump equipment on an "AS REQUIRED" basis in accordance with the specifications described herein.

The quoter's service center shall be a qualified pump repair facility. The Service Center shall be within a one hundred (100) mile radius of the County's location. The service center shall demonstrate that it has done business as a pump repair center for not less than five (5) continuous years and is engaged in repairing horizontal and vertical pump units, and various other pumps listed herein. Shop equipment of vendor shall be of a size and type required to accommodate the sizes and types of pumps listed in these specifications.

### **EQUIPMENT REPAIR**

Equipment that may be repaired as a result of this Request for Quotation may include but is not limited to:

#### LIFT STATIONS:

1. Vertical Dry Pit Pump
2. Clow M Bearing frames; routine repair and major machining
3. Clow L Bearing frames; routine repair and major machining
4. Allis Chalmers large; routine repair and major machining
5. Allis Chalmers small close coupled; routine repair and major parts replacement
6. Fairbanks Morse small close coupled; routine repair and major parts replacement
7. Aurora Frame 5; routine repair and major machining
8. Crane Deming; routine repair and major machining
9. Portable Dewatering Pump
10. Spirator; routine repair and major machining and parts replacement
11. Comminutors/Dimminutors
12. Worthington 20"; routine repair with blade holder and paddle replacements
13. Worthington 25"; routine repair with blade holder and paddle replacements
14. Franklin Miller 20"; routine repair with blade holder and paddle replacements
15. Franklin Miller 25"; routine repair with blade holder and paddle replacements
16. Magnetic Drives
17. Electric Machinery, Magna and US, Electric; routine repair
18. Electric Motors
19. General Electric, US, Reliance, Electric Machinery; mechanical repair, bearing replacement, shaft repair and replacement, metalize and re-machine bearing bores
20. Flusher Truck: Repair high pressure pump, piping, reels and tanks
21. Station Piping
22. Manufacture special pump suction and discharge piping spool pieces
23. Check Valves
24. Kennedy; repair, including shaft and busing replacements, re-machine discs, reseal, and replace weight arm

#### WASTEWATER TREATMENT PLANTS:

1. Vertical Turbine Pumps

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1. Vertical Turbine Pumps
2. Peabody Floway 8" 3 stage; routine repair including major machining and parts replacement
3. Aurora 6" 5 stage; routine repair
4. Liqui-Trol Chlorine Injection; routine repair
5. Byron Jackson 14" 2 stage; routine repair including major machining and parts replacement
6. US 10" 5 and 3 stage; routine repair including major machining and parts replacement
7. Worthington 22" 1 stage; routine repair including major machining and parts replacement
8. Horizontal Double Suction Pumps
9. Worthington 10LN14; routine repair
10. End Suction Pumps
11. ITT Marlow Large Frame Diesel Drive; routine repair including major machining and parts replacement
12. ITT Marlow Small Frame Diesel Drive; routine repair including major machining and parts replacement
13. Goulds Open Impeller; routine repair
14. Gear Reducers Aerator Drive
15. US Electric 60 HP; routine repair with partial gear and shaft replacement
16. US Electric 20 HP; routine repair with partial gear and shaft replacement
17. Goulds Open Impeller; routine repair
18. Gear Reducers
19. Winsmith; routine repair
20. Blowers
21. Hoffman 7 stage; routine repair
22. Roots 6"; routine repair
23. Belt Press Rollers
24. Single shaft end replacement both ends.

LAKE MANATEE DAM, WATER TREATMENT PLANT AND BOOSTERS

1. Horizontal Double Suction Pumps
2. Allis Chalmers Raw Water; routine repair
3. Allis Chalmers Boosters; routine repair
4. Worthington 8, 10, 14 and 17 LN; routine repair
5. Aurora Booster; routine repair
6. Vertical Turbine Pumps
7. Johnston Raw Water 3 Stage; routine repair
8. Peerless 6" Well; routine repair
9. Check Valves
10. Dresser and Ross 16" and 18"; routine repair
11. Dam Sluice Gate

**REPAIR ESTIMATES AND INVOICES**

After inspection of a pump but before any repairs have commenced, vendor shall present a numbered and dated estimate to the using department's authorized representative, which includes but is not limited to: a detailed description of the work to be done; the make, model and serial/asset number of the pump involved; an approximation of man-hours required and parts/materials costs; and approximate time required for completion of repairs. Repair of the pump shall not commence until the using department's authorized representative has signed off on the estimate. Invoices shall reflect the estimate number, description of the work, itemized parts and labor costs and date pump repairs were accepted by user. NOTE: Billable hours shall include shop hours or on-site hours only. All trip charges, travel time, mileage and other expenses shall be included in the per-hour rate bid.

## **BASIS OF AWARD**

### **BASIS OF AWARD**

The award shall be made to the two (2) lowest responsive and responsible quoters meeting all of the vendor qualifications. Manatee County reserves the right to visit quoter's premises for a walk-through inspection before a recommendation for award is made.

The County reserves the right to place orders with other vendors in the event of an urgent, immediate need, and/or delivery time and availability of service requested cannot be met by the lowest priced vendors at the time of need.

Whenever two or more quotes which are equal with respect to price, quality and service are received, a quote received from a local business shall be given preference in award. Whenever two or more quotes which are equal with respect to price, quality and service are received, and both quotes or neither of these quotes 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 duly licensed and authorized to engage in the sale of goods and/or services to be procured, which has a place of business in Manatee County with full time employees at that location.

**QUOTE FORM**

RE: #12-2097CB – Pump Repair &amp; Machine Work – Quantities are Estimates Only

Item	Description	Estimated Quantity	Hourly Labor Cost	Extended Cost
1	LABOR REGULAR HOURS Regular Hourly Labor Cost: (8:00 AM-5:00 PM, Monday thru Friday, except Holidays)	500	\$	\$
		Estimated Cost	Percentage Markup	Extended Cost
2	MATERIALS Markup Percentage: NOTE: Materials supplied discounted price as documented by: vendor invoices and the markup percentage (%) of profit for all transportation, labor and equipment used in providing product and service.	\$5,000	%	\$
		Estimated Hours	Hourly Labor Cost	Extended Cost
3	FOR EMERGENCY HOURS Emergency Hourly Labor Cost:	100	\$	\$
<b>TOTAL COST:</b> (Sum of Items 1-3)				\$

NUMBER OF HOURS:		
4	Required for pick-up of pumps if repairs are to be done at vendor's facility (not to exceed 48 hours) after receipt of a Purchase Order Release:	hours
5	Required to commence diagnostics or other on site work (not to exceed 48 hours) after receipt of Purchase Order Release:	hours
6	Required to commence work for an emergency pump repair either on site or at vendor's facility (not to exceed 12 clock hours or the next calendar day between 8:00 AM to 5:00 PM whichever is shorter):	hours

QUOTER'S NAME: \_\_\_\_\_

## BID FORM (continued)

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

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

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

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

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

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

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

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

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

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

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

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

**PLEASE RETURN THIS QUOTE TO  
MANATEE COUNTY PURCHASING,  
ATTN: CHARLES BENTLEY, BUYER  
VIA EMAIL: [charles.bentley@mymanatee.org](mailto:charles.bentley@mymanatee.org)  
OR  
VIA FAX: 941-749-3034**

**COMPLETED QUOTATION FORM DUE NO LATER THAN  
July 25, 2012 at 3:00 P.M.**

**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.)

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

1. LICENSE # and COMPANY'S NAME: \_\_\_\_\_  
 CO. PHYSICAL ADDRESS: \_\_\_\_\_  
 TELEPHONE NUMBER: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_
2. Quoting as an; individual: \_\_\_\_; a partnership: \_\_\_\_; a corporation; \_\_\_\_; a joint venture; \_\_\_\_\_
3. If a partnership: list names and addresses of partners; if a corporation: list names of officers, directors, shareholders, and state of incorporation; if joint venture: list names and address of venturers and the same if any venturer is a corporation for each such corporation, partnership, or joint venture:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
4. Your organization has been in business (under this firm's name) as a \_\_\_\_\_  
 for how many years? \_\_\_\_\_
5. Describe and give the date and owner of the last three similar services within the past five (5) years you've completed which are similar in cost, type, size, and nature as the one proposed (for a public entity). Include project description, project location, total project amount, contact name and phone number, and completion date:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
6. Have you ever failed to complete work awarded to you? If so, state when, where (contact name, address, phone number) and why?  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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8. Name three individuals, governmental entities, or corporations for which you have performed similar work and to which you refer. Include contact name and phone number:

1. 

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2. 

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3. 

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

### **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;

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

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 must certify to the County that it:**

1. Has not within the five years prior to the bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;
2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the bid announcement;
3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

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

**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]

**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 within 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 legal current 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 W., Bradenton, FL 34205**

**ATTACHMENT "A"**

**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 No.: 12-2097CB Pump Repair & Machine Work, 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 Bidders List for this commodity or service.

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

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

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

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

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

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

## ATTACHMENT "B"

### PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE 5,  
MANATEE COUNTY PURCHASING CODE

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

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

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

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

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

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

(1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such 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 Director. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the County.

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

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_.

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

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

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

**Signatory Requirement** - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.