



REQUEST FOR QUOTATION #14-2309GE
POTABLE BACKFLOW TESTING SERVICES

DATE ISSUED: JULY 8, 2014

DUE DATE: JULY 25, 2014 at 3:00 PM

PROJECT BACKGROUND

Manatee County is requesting quotations from qualified Contractors to provide testing, repair and replacement services on potable waterline backflow assemblies. Manatee County, a political subdivision of the State of Florida, (hereinafter "Manatee County" or the "County") will accept Request for Quotations (RFQ) responses from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Florida or authorized to conduct business in the State of Florida

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 and Technical Specifications.

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Important Note: A prohibition of Lobbying has been enacted. Please review the paragraph on (page 4) carefully to avoid violation and possible sanctions.

CLARIFICATION

It shall be the responsibility of all quoters to request any additional clarification of the contents herein from George Earnest CPPB, Buyer via email (george.earnest@mymanatee.org) or fax (941) 749-3034. Clarification deadline is **July 21, 2014** at 3:00pm, with no requests allowed after that time. Clarification will be furnished by written addendum from Purchasing. Quoters shall not accept any verbal or telecommunication explanation as an authorized clarification of the contents herein.

Authorization to Release: 

GENERAL TERMS AND CONDITIONS

QUOTE FORMS

Quotes must be submitted on attached County forms, although additional pages may be attached. Quoters must fully comply with all Quotation Documents, terms, and conditions.

AMERICAN DISABILITIES ACT

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities.

CLARIFICATION & ADDENDA

Each quoter shall examine the Request for Quote (RFQ) documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Quotes shall be made through the Manatee County Purchasing Office. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this Request for Quotation, the County will attempt to notify all prospective quoters who have secured same, however, it shall be the responsibility of each quoter, prior to submitting their quote, to contact the Manatee County Purchasing Office (see contact on page 1) to determine if addenda were issued and to make such addenda a part of their quote.

CODE OF ETHICS

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

The County anticipates that all statements made and materials submitted in a quote will be truthful. If a quoter is determined to be untruthful in its quote or any related presentation, such quoter may be disqualified from further consideration regarding this Request for Quotation.

COLLUSION

By offering a submission to this Request for Quotation, the quoter certifies that the quoter has not divulged, discussed or compared their quote with other quoters, and has not colluded with any other quoter or parties to this quote whatsoever. Also, quoter certifies, and in the case of a joint quote each party thereto certifies as to their own organization, that in connection with this quote:

- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other quoter or with any competitor;

- b. any prices and or cost data quoted for this quote have not been knowingly disclosed by the quoter and will not knowingly be disclosed by the quoter, prior to the scheduled opening, directly or indirectly to any other quoter or to any competitor;
- c. no attempt has been made or will be made by the quoter to induce any other person to submit or not to submit a quote for the purpose of restricting competition;
- d. the only person or persons interested in this quote, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this quote or in the contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by quoter for purpose of doing business.

DISCLOSURE

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

DISCOUNTS

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

DISQUALIFYING CRIMINAL MATTERS; CERTIFICATION REQUIRED

A person or affiliate who has been placed on the State's convicted supplier list following a conviction for a public entity crime, as that term is defined in Florida Statute s. 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; s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted supplier list. may not be awarded or perform work as a supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted supplier list.

In addition, the Manatee County Code prohibits the award of any contract to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of an environmental law that, in the reasonable opinion of the purchasing official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible manner;

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to contract with the County to execute and file with the purchasing official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have a such a record and is therefore eligible to seek and be awarded business with the County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A confirming Criminal Matters Certification Affidavit is attached for this purpose.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Manatee County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all quoters that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit quotes 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.

IRREVOCABLE OFFER

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

LEGAL NAME

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

LOBBYING

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

MATHEMATICAL ERRORS

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

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

MBE/WBE

The State of Florida, Office of Supplier Diversity provides the certification process and the database for identifying certified MBE/WBE firms. This service may be directly accessed at: <http://www.osd.dms.state.fl.us/iframe.htm> If you have any questions regarding this State service, please contact their office at (850) 487-0915.

MODIFICATION OF QUOTATION DOCUMENTS

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

QUOTE EXPENSES

All expenses for submitting quotes to the County are to be borne by the quoter.

REGULATIONS

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

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 add related services/products to meet additional or reduced requirements of the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County. For all items combined, the quote of the lowest responsive, responsible quoter will be accepted, unless all quotes are rejected. The lowest responsible quoter shall mean that quoter who makes the lowest quote to sell goods and/or services of a quality which conforms closest to or most exceeds the quality of goods and/or services set forth in the attached Quotation Documents or otherwise required by the County, and who is fit and capable to perform the quote as made.

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

TAXES

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

BLANKET ORDER

A master agreement blanket purchase order shall be issued as a result of this RFQ. A blanket purchase order number, when accompanied by a valid written release order provided by an authorized county department, will authorize work on an "as required" basis, bound by the terms and conditions of this RFQ. The Contractor is not authorized to proceed with, and will not be compensated for, any work that is not authorized by a valid written release order issued by the County. Perform no work until a valid written release order is provided.

In order to be considered complete for payment all invoices shall reference in detail, the name and address of the project, the blanket purchase order number, the release order number, the quote item numbers and quantity for each item.

END OF GENERAL TERMS AND CONDITIONS

SPECIFIC TERMS & CONDITIONS

PURPOSE

This RFQ is for the testing of potable waterline backflow prevention assemblies (including by-pass detector check assemblies) at various County facilities and all potable backflow prevention assemblies in non-compliant state throughout Manatee County. The contract also includes the repair and/or replacement of any County facility backflow prevention assembly and/or by-pass detector check assembly as directed by the Cross Connection Control Program Manager (CCCPM).

QUALIFICATIONS OF THE CONTRACTOR

The Contractor shall have been in this line of business for at least three (3) years in the state of Florida and be registered to do business in Florida and provide that information on the Contractor's Questionnaire/Reference form. The successful contractor must be registered with Manatee County Utilities Department, Cross Connection Control Program and authorized to use Manatee County's backflow certification website and shall have the necessary backflow certification from UF/TREEO, ABPA, or FW&PCO according to Manatee County Cross Connection Backflow Ordinance 13-35 and Resolution R13-194. In addition all firms responding to this RFQ must have a Florida Plumbing license and note as such on the Contractor's Questionnaire/References form. All quoters must submit with their quote the Contractor's Questionnaire/References form included herein.

SECURITY

The Contractor must comply with County security requirements for each facility. Some facilities are high-security level buildings such as the Public Safety Building, Judicial Center and the Jail. The County will make the Contractor aware of special security needs when submitting a service request to the Contractor. **Any work scheduled at the Jail facility would be subject to all security protocols and present limitations to access of equipment.** All service personnel shall be uniformed with visible personal identification.

PRICES AND TERMS

Contractors shall quote a per-man per-hour labor rate for testing. The prices quoted shall be used for payment and shall be deemed to include payment in full for all transportation, labor, and equipment used in providing testing services as specified. No associated costs such as travel time or fuel surcharges will be allowed. Price adjustments during the life of the contract will only be considered in writing within the 90 day Renewal Anniversary.

RENEWAL

If not cancelled by the Contractor or the County, **this agreement shall be automatically extended/renewed** beyond the first twelve (12) month period for four (4) additional twelve (12) month periods not to exceed total contract duration of sixty (60) months providing there are no changes of prices, terms or conditions. **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 Contractor choose not to renew the agreement the County reserves the right to terminate the Contract with that Contractor and select the next qualified quoter, or re-advertise for those bid items, or solicit a new RFQ for all items. This agreement can only be extended beyond the five year term with mutual consent adhering to the terms, conditions and specifications as of the time of term expiration.

CANCELLATION

The County reserves the right to terminate a contract by giving 30 days written notice of intention to terminate if at any time the Contractor fails to abide by or fulfill any of the terms and conditions of the Contract. The County also reserves the right to terminate this contract for the convenience of the County, with or without cause.

It is mutually understood and agreed that any award made as a result of this quote may be cancelled by the Contractor upon 60 days written notice by Certified Mail to the County. However, the County is hereby authorized to secure services, in accordance with the RFQ terms, during this 60 day interim provided the County requests collection during this period.

RESTRICTIONS ON SUBCONTRACTING

All work performed on site shall be done by the Contractor's employees. **No subcontractors or independent contractors hired by the vendor shall be on site without prior written approval from Manatee County.**

UNSUCCESSFUL SERVICES

In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the County and given a time frame to correct the work. There will be no cost to the County for these corrections. If the work is not corrected, or if the Contractor fails to perform any required service within the time frame given, the County reserves the right to obtain the service from an alternate Contractor. Deductions of the cost of such substitute will be made from the Contractor's payments. Exemptions may be given by the County if notified of any delays, problems or conflicts that may arise during the course of a particular project. Repetitive unsatisfactory performance shall result in the cancellation of the Blanket Purchase Order to that Contractor and a transfer of the award to the next lowest responsive and responsible Contractor.

BASIS OF AWARD

Award shall be to as many as five (5) responsive, responsible Contractors meeting specifications beginning with the Quoter having the lowest Total Quote Price. Contractors must quote all items for their quote to be considered responsive. Prices submitted shall include costs for furnishing all inspections, labor, equipment or materials or equipment for the completion of the Work in accordance with all specifications and requirements as listed herein.

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 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 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.

END OF SPECIFIC TERMS AND CONDITIONS

MINIMUM TECHNICAL SPECIFICATIONS

SCOPE OF WORK

The Contractor shall perform the required potable waterline backflow testing at all County facilities requiring such services and properties with non-compliant potable waterline backflow prevention devices. Testing shall be performed and reports submitted according to Manatee County Ordinance 13-135 and Resolution R13-194.

DESCRIPTION OF THE WORK

The contractor shall perform a complete annual test and certification of designated private properties or County facilities potable backflow prevention assemblies and/or by-bass detector check assemblies. Any deficiencies found at a Manatee County facility shall be reported immediately to the designated contact person within Manatee County Utilities Department, Cross Connection Control Section, along with recommendations for repairing such deficiencies. **Verification of the meter number is required for every property and the meter number shall match the address on the work order. All discrepancies must be brought to the attention of the CCCPM.**

The Contractor shall have the ability to repair any County facility potable backflow prevention assemblies and/or by-pass detector check assemblies on site or repair temporarily. Parts, materials and equipment used for repair or replacement shall be priced per the quoted percentage mark up over the Contractor's cost. The original receipts may be required to verify the Contractor's markup on the invoices

SERVICE REPORTS, INVOICES & PAYMENTS

Reports: It is the Contractors' responsibility to:

- a. Verify meter number to property address on each service order,
- b. return all service orders within 30 days of receiving,
- c. enter reports within 48 hours of the service visit detailing the testing of potable waterline backflow prevention assemblies on the Manatee County Backflow website,
- d. include, on each testing report, any conditions found which may adversely affect the operation of the distribution system.

Invoices and Payments: It is required that all invoices for County facilities:

- a. match the test reports performed for each job;
- b. include hours on site for repair and or replacement;
- c. itemize according to contract pricing as quoted;
- d. do not charge for travel time; and
- e. be submitted within 15 days of completion.

Invoices and Payments: It is required that all invoices for non-compliant private properties:

- a. include address of test **with meter number verification;**
- b. itemize according to contract pricing as quoted; and
- c. be submitted within 15 days of completion.

HOURS OF SERVICE

Potable waterline backflow testing for non-compliant private properties will be performed during normal hours; Monday through Friday from 8:00 AM to 5:00 PM.

Potable waterline backflow testing, repairs and/or replacement of County facilities backflow prevention assemblies and or/ by-pass detector check assemblies will be performed during normal hours; Monday through Friday from 8:00 AM to 5:00 PM; except for emergency after hour service calls.

TRIP CHARGE

Quoters shall provide a trip charge price for service calls requested by the County that, for reasons acceptable to the County, could not be serviced. **Even in these situations where service cannot be provided, the Contractor shall verify the meter number to the address on the work order.**

END OF MINIMUM TECHNICAL SPECIFICATIONS

QUOTE RESPONSE FORM (four pages total)
"RFQ # 14-2309GE – POTABLE WATERLINE BACKFLOW TESTING SERVICES"

SUBMITTAL DEADLINE: JULY 25, 2014 AT 3:00 PM TO

EMAIL: george.earnest@mymanatee.org OR VIA FAX TO (941) 749-3034

Note: all quantities listed are annual estimates only and in no way are a guarantee of actual quantities to be expected within any given year.

INSPECTION/CERTIFICATION TESTING PRICE (per man/per hour)				
ITEM	SIZE (Inches)	UNIT PRICE	QUANTITY	EXTENDED PRICE
1	¾"	\$	X 25,000 =	\$
2	1"	\$	X 8,000 =	\$
3	1.5"	\$	X 8,000 =	\$
4	2"	\$	X 8,000 =	\$
5	2.5"	\$	X 5,000 =	\$
6	3"	\$	X 5,000 =	\$
7	4"	\$	X 5,000 =	\$
8	6"	\$	X 1,000 =	\$
9	8"	\$	X 1,000 =	\$
10	10"	\$	X 1,000 =	\$
11	12"	\$	X 50 =	\$
12	14"	\$	X 50 =	\$
13	16"	\$	X 50 =	\$
REPLACEMENT PRICING FOR RPZ Preventers – Wilkins or Apollo (for Manatee County facilities ONLY):				
ITEM	SIZE (Inches)	UNIT COST	QUANTITY	EXTENDED PRICE
14	¾"	\$	X 1,000 =	\$
15	1"	\$	X 800 =	\$
16	1.5"	\$	X 800 =	\$
17	2"	\$	X 800 =	\$
18	2.5"	\$	X 500 =	\$
19	3"	\$	X 500 =	\$
20	4"	\$	X 500 =	\$
21	6"	\$	X 100 =	\$
22	8"	\$	X 100 =	\$

REPLACEMENT PRICING FOR RPZ Preventers – Wilkins or Apollo (for Manatee County facilities ONLY): continued				
ITEM	SIZE (Inches)	UNIT COST	QUANTITY	EXTENDED PRICE
23	10"	\$	X 100 =	\$
24	12"	\$	X 5 =	\$
25	14"	\$	X 5 =	\$
26	16"	\$	X 5 =	\$
REPLACEMENT PRICING FOR DCV Preventers – Wilkins or Apollo (for Manatee County facilities ONLY):				
ITEM	SIZE (Inches)	UNIT COST	QUANTITY	EXTENDED PRICE
27	¾"	\$	X 1,000 =	\$
28	1"	\$	X 800 =	\$
29	1.5"	\$	X 800 =	\$
30	2"	\$	X 800 =	\$
31	2.5"	\$	X 500 =	\$
32	3"	\$	X 500 =	\$
33	4"	\$	X 500 =	\$
34	6"	\$	X 100 =	\$
35	8"	\$	X 5 =	\$
36	10"	\$	X 5 =	\$
37	12"	\$	X 5 =	\$
38	14"	\$	X 5 =	\$
39	16"	\$	X 5 =	\$
REPACKING PRICING FOR OS&Y (for Manatee County facilities ONLY):				
ITEM	SIZE (Inches)	UNIT COST	QUANTITY	EXTENDED PRICE
40	3"	\$	X 500 =	\$
41	4"	\$	X 500 =	\$
42	6"	\$	X 100 =	\$
43	8"	\$	X 5 =	\$
44	10"	\$	X 5 =	\$
45	12"	\$	X 5 =	\$
46	14"	\$	X 5 =	\$
47	16"	\$	X 5 =	\$

REPLACEMENT PRICING FOR OS&Y (for Manatee County facilities ONLY):				
ITEM	SIZE (Inches)	UNIT COST	QUANTITY	EXTENDED PRICE
48	3"	\$	X 1 =	\$
49	4"	\$	X 5 =	\$
50	6"	\$	X 5 =	\$
51	8"	\$	X 3 =	\$
52	10"	\$	X 3 =	\$
53	12"	\$	X 1 =	\$
54	14"	\$	X 1 =	\$
55	16"	\$	X 1 =	\$
REPAIR AND REPLACEMENT SERVICES PRICING:				
ITEM	DESCRIPTION	UNIT COST	QUANTITY	EXTENDED PRICE
56	Hourly labor rate for regular hours	\$	X 40 HR =	\$
57	Hourly labor rate for overtime hours	\$	X 10 HR =	\$
58	Percentage markup over Contractor's cost for parts, materials & equipment	%	X \$100 =	\$
59	Trip charge for services unable to be provided	\$	X 1 =	\$
TOTAL PRICE QUOTE FOR AWARD PURPOSES: (sum of the extended price for items 1 thru 59)			\$	

QUOTE RESPONSE FORM
"RFQ # 14-2309GE – POTABLE WATERLINE BACKFLOW TESTING SERVICES"

We, the undersigned, hereby declare that we have carefully reviewed the RFQ documents, and with full knowledge and understanding of the RFQ do submit this quote, meeting each and every specification, term, and condition contained in this Request for Quotes.

We understand that the RFQ documents in its entirety shall be made a part of any agreement or contract between Manatee County and the successful quoter. Failure to comply shall result in contract default, whereupon, the defaulting contractor 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)

COMPANY ADDRESS: _____

DATE: _____ EMAIL: _____

TEL. NO.: _____ FAX NO.: _____

Acknowledge Addendum No. ____ Dated: _____

Acknowledge Addendum No. ____ Dated: _____

The following shall be completed, signed and submitted with this Quotation Form:

Contractor's Questionnaire & References..... Pages 15-16

Public Contracting & Environmental Crimes Attachment "A"

Insurance Requirements Compliance Submittal Attachment "C"

END OF QUOTE RESPONSE FORM

REQUEST FOR QUOTATION 14-2309GE

POTABLE WATERLINE BACKFLOW TESTING SERVICES
CONTRACTOR'S QUESTIONNAIRE & REFERENCES

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR QUOTE

5. Three current references from commercial projects in Florida for similar services.

A. CUSTOMER NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE NO: _____ SERVICE PERIOD: _____

SERVICE
DETAILS: _____

B. CUSTOMER NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE NO: _____ SERVICE PERIOD: _____

SERVICE DETAILS: _____

C. CUSTOMER NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE NO: _____ SERVICE PERIOD: _____

SERVICE DETAILS: _____

Company Name: _____

Attachment "A"

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE 6,
MANATEE COUNTY PURCHASING CODE

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

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

_____ [print individual's name and title]

_____ for _____ [print name of entity submitting sworn statement]

whose business address is: _____

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

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

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

entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction shall prove the same with documentation satisfactory to the County's Purchasing Director. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the County.

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

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____ by

_____.

Personally known _____ OR Produced identification _____
[Type of identification]

_____ My commission expires

Notary Public Signature

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

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

Attachment "B"

STATEMENT OF NO QUOTE

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

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

We, the undersigned, have declined to bid on RFQ No.: 14-2309 – POTABLE WATERLINE BACKFLOW TESTING SERVICES for the following reason(s):

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

REMARKS:

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

Company Name: _____

Company Address: _____

Telephone: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)

Attachment "C"
Insurance and Bonding Requirements

The Contractor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in the Insurance and Bonding attachment of this solicitation. The Contractor shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work.

The County and the Contractor waive against each other and the County's separate Contractors, Design Consultant, Subcontractors agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Contractor and County shall, where appropriate, require similar waivers of subrogation from the County's separate Contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

Manatee County shall be responsible for purchasing and maintaining, its own liability insurance.

Certificates issued as a result of the award of this solicitation must identify "For any and all work performed on behalf of Manatee County."

The General Liability Policy provided by Contractor to meet the requirements of this solicitation shall name Manatee County, Florida, as an additional insured as to the operations of Contractor under this solicitation and shall contain a severability of interests provisions.

Manatee County Board of County Commissioners shall be named as the Certificate Holder. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Manatee County. The "Certificate Holder" should read as follows:

Manatee County
Board of County Commissioners
Bradenton, Florida

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in Insurance and Bonding attachment, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Contractor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Contractor must identify on the Certificate of Insurance the nature and amount of such self- insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Contractor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the scope of work by the County or as specified in this solicitation, whichever is longer.

The Contractor and/or its insurance carrier shall provide 30 days written notice to the County of policy cancellation or non-renewal on the part of the insurance carrier or the Contractor. The Contractor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Contractor from its insurer and nothing contained herein shall relieve Contractor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Contractor hereunder, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

Should at any time the Contractor not maintain the insurance coverage(s) required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Contractor for such coverage(s) purchased. If Contractor fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due Contractor under this Agreement or any other agreement between the County and Contractor. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Contractor shall furnish to the County renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Contractor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate any and all contracts.

Insurance and Bonding Requirements Compliance Submittal (mandatory)

Insurance / Bond Type	Required Limits
1. <input checked="" type="checkbox"/> Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements
2. <input checked="" type="checkbox"/> Employer's Liability	\$1,000,000 single limit per occurrence
3. <input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage \$1,000,000 single limit per occurrence, \$1,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
4. <input checked="" type="checkbox"/> Indemnification	To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless Manatee County, its officers and employees from and against all claims, suits, actions, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees; caused or contributed to by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.
4. <input checked="" type="checkbox"/> Automobile Liability	\$ 500,000 Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included
5. <input type="checkbox"/> Other insurance as noted:	<input type="checkbox"/> Watercraft \$ _____ Per Occurrence <input type="checkbox"/> United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work. <input type="checkbox"/> Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. <input type="checkbox"/> Aircraft Liability coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the Services under this Agreement. <input type="checkbox"/> Pollution \$ _____ Per Occurrence <input type="checkbox"/> Professional Liability \$ _____ per claim and in the aggregate <ul style="list-style-type: none"> • \$1,000,000 per claim and in the aggregate • \$2,000,000 per claim and in the aggregate <input type="checkbox"/> Project Professional Liability \$ _____ Per Occurrence <input type="checkbox"/> Valuable Papers Insurance \$ _____ Per Occurrence

- 6. Bid bond
 Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the County Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Manatee County Board of County Commissioners on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.

- 7. Performance and Payment Bonds
 For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

- 8. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide County with certificates of insurance meeting the required insurance provisions.
- 9. Manatee County must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.
- 10. The Certificate Holder shall be named as Manatee County Board of County Commissioners, OR, Board of County Commissioners in Manatee County, OR Manatee County Government, OR Manatee County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Manatee County.
 Thirty (30) Days Cancellation Notice required.

Contractor's Insurance Statement

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of this solicitation.

Name of Firm _____ Date _____

Contractor Signature _____

Print Name _____

Insurance Agency _____

Agent Name _____ Telephone Number _____