



REQUEST FOR QUOTATION #15-2010BLS

WATER METER TESTING SERVICE AGREEMENT

**DATE ISSUED: August 5, 2015**

**DUE DATE: August 28, 2015 at 3:00pm**

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

Manatee County, a political subdivision of the State of Florida, (hereinafter “Manatee County” or the “County”) will receive quotations 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.

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CLARIFICATION

It shall be the responsibility of all Quoters to request any additional clarification of the contents herein. Clarification deadline is August 19, 2015 at 3:00pm. Clarification shall be furnished by written addendum from Purchasing. Quoters shall not accept any verbal or telecommunication explanation as authorized clarification of the contents herein.

**Important Note:**      **A prohibition of Lobbying has been enacted. Please review paragraph (page 5) carefully to avoid violation and possible sanctions.**

AUTHORIZATION FOR RELEASE: AS

## GENERAL TERMS AND CONDITIONS

### QUOTE FORMS

Quotes shall be submitted on attached County forms, although additional pages may be attached. Quoters shall 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. Anyone requiring reasonable accommodation for an **Information Conference** or **Bid Opening** should contact the person named on the first page of this Quote Document at least twenty-four (24) hours in advance of either activity.

### AUTHORIZED PRODUCT REPRESENTATION

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

### CLARIFICATION & ADDENDA

Each Quoter shall examine all Request for Quote 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 or firm 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 shall 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, 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.

#### DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the Quotation Documents, 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 Quotation Documents, 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.

#### E-VERIFY

The employment of unauthorized aliens by any successful bidder is considered a violation of Section 274(e) of the Immigration and Employment Act. If successful bidder knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the resulting Agreement.

A complete list of all subcontractors proposed for any portion of the Work may be requested of any bidder deemed necessary by County. Subcontracts shall be awarded only to those subcontractors considered satisfactory by County.

The successful bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the successful bidder during the term of the Agreement; and

The successful bidder shall expressly require any subcontractors performing work or providing services pursuant to the state contract to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement.

#### 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.

### INDEMNIFICATION

The successful Quoter 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.

### 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 shall 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.

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

### 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 Quoter 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.

## LOCAL PREFERENCE

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 employee at that location.

Local preference shall not apply to the following categories of Agreements:

1. Purchases or Agreements 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.
2. 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.

To qualify for local preference under this section, a **local business must certify to Owner** by completing an “**Affidavit as to Local Business Form**”, which is available for download at [www.mymanatee.org/vendor](http://www.mymanatee.org/vendor). Click on “Affidavit for Local Business” to access and print the form. Complete, notarize, and mail the notarized original to the following address: Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

It is the responsibility of the bidder to ensure accuracy of the Affidavit as to Local Business and notify Owner of any changes affecting same.

## 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 shall 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.

## 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 Quoter 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 Quoter shall refund to Manatee County any money which has been paid for same. The Quoter will be responsible for attorney fees in the event the Quoter defaults and court action is required.

## 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 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.

## ROYALTIES AND PATENTS

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

## TAXES

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

The Quoter shall be responsible for the payment of taxes of any kind and character, including, but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and materials furnished under the award in accordance with the laws and Regulations of the place of the project which are applicable during the performance of the work. Nothing herein shall affect the Quoter's normal tax liability.

**INSURANCE**

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

a. Workers' Compensation/Employers' Liability

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

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

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

b. Commercial General Liability

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

Products/Completed Operations Aggregate	<u>\$2,000,000</u>
Personal and Advertising Injury	<u>\$1,000,000</u>
Each Occurrence	<u>\$ 300,000</u>
Fire Damage (Any One Fire)	<u>\$1,000,000</u>
Medical Expense (Any One Person)	<u>\$1,000,000</u>

c. Business Auto Policy

Each Occurrence Bodily Injury and Property	
Damage Liability Combined	<u>\$500,000</u>
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 bidder(s) shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability coverage. The limits afforded by the OPC Policy and any excess policies shall apply only to the 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. Certifications of Insurance and Copies of Policies

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

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

If the initial insurance expires prior to the 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.

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

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

BE GREEN

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

## SPECIFIC TERMS & CONDITIONS

### PURPOSE

Services consist of testing 3-10" Compound Meters and Turbine Meters for the Manatee County Utilities Department.

### BLANKET ORDER

Blanket Purchase Order shall be issued as a result of this request for quotation. A Blanket Purchase Order number, when accompanied by a valid Release Order number provided by an authorized County employee will authorize purchases on an "As Required Basis".

### CANCELLATION

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

### CONFORMANCE TO SAFETY RULES AND REGULATIONS

Quoters shall conform to all site rules and regulations affecting the work. These include but are not limited to: keeping public areas free of waste materials, removing all rubbish from site(s) daily before leaving the premises and strictly adhering to all local and/or State safety codes.

### PAYMENT

Within forty-five (45) days after receipt of invoice from the Quoter, acceptance by the County, the County shall pay the total amount due. Invoices shall indicate both the Blanket Purchase Order Number and the Release Order Number.

### PRICES

Quoters shall quote services, F.O.B Destination, including all discounts in accordance with the Quotation Form. The prices quoted shall be used for payment and shall be deemed to include payment in full for all transportation, fuel, labor, and equipment required in providing water meter testing services "as required".

### PRICE ADJUSTMENTS FOR RENEWAL PERIODS

Prices shall remain firm for the first twelve (12) month term. If not cancelled by the Quoter or the County, the awarded Blanket Purchase Order shall be automatically renewed beyond the first twelve (12) month agreement for four (4) additional 12-month periods, not to exceed sixty (60) months provided there are no changes in prices, terms, or conditions. Requested price changes for the four (4) additional 12-month periods may be approved upon review by Purchasing. Documentation shall be submitted to the Purchasing Department for review. If the County should consider said increase unwarranted or unreasonable, the County reserves the right to refuse the proposed increase, terminate the agreement with the Quoter, select a second Quoter, or re-advertise.

### QUANTITIES

Quantities listed are annual estimates only and are not guaranteed.

REGULATIONS

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

SIMILAR WORK BY OTHERS

Award of this agreement to a particular Quoter shall impose no obligation on the County to utilize that Quoter for all work of this type which may develop during the period of this agreement. This is not an exclusive agreement. The County specifically reserves the right to a concurrent agreement with other companies for similar work if determined to be in the County's best interest.

SPECIFICATIONS

Quoter shall submit quotations in accordance with the Request for Quotation specifications.

WARRANTY, MAINTENANCE, SERVICE AND SUPPORT

If any service delivered does not meet performance representations or other quality assurance representations as specified in this quote, the Quoter shall replace product and re-install the product for the County at no expense to the County. Also, the Quoter shall refund to Manatee County any money which has been paid for same. The Quoter will be responsible for attorney fees in the event the Quoter defaults and court action is required.

If the Quoter cannot meet the delivery requirements or services for any of the items specified herein, the County reserves the right to procure the product from the next lowest responsive, responsible Quoter or to solicit new pricing.

## MINIMUM TECHNICAL SPECIFICATIONS

### SCOPE

It is the intent of Manatee County to establish an annual agreement, on an "As Required" basis (in accordance with the meters last test date), for the procurement of Water Meter Testing Services for the Manatee County Utilities Department. It is the specific purpose of this quotation to establish an agreement for the required services to secure the cost and availability for procurement.

### WATER METER TESTING REQUIREMENTS

All meters shall be tested in accordance with the latest AWWA standards. All meters to be tested are above ground.

Some meters may have limited accessibility and in order to access them the Quoter may have to utilize a dolly mount unit.

#### Meters 3" – 10":

- Included for every meter will be a minimum of seven (7) tests at different flow rates, as specified across each measuring element, and
- A minimum of one (1) test at a flow rate within each cross over range

#### Compound Meters:

- A minimum of seven (7) tests shall be run
- Testing for any compound meter will include a minimum of seven (7) tests
- The majority of meters tested shall be 3", 4", and 6"
- The majority of fire service meters shall be 6" and 8"

#### Turbine Meters:

- A minimum of seven (7) tests shall be run
- Testing for any turbine meter will include a minimum of seven (7) tests

### WATER METER TESTING PROCEDURES

Procedure utilized for in-line comparative testing:

1. The subject meter or setting must contain a port either located in the outlet end of the meter body or incorporated in the downstream piping but located before the main outlet flow control valve. All settings must have both an inlet and outlet main operational control valve.  
Test port sizes are as follows:  
3" and above meters have 2" test ports
2. The subject meter is to be isolated from all possible downstream draw
3. A calibrated in line comparative-testing unit is connected in series to the subject meter utilizing a minimum of 25 ft of 2 ½" pressure test fire hose to the above mentioned test port

4. The entire system is to be slowly pressurized to ensure there is no water hammer, which could damage the upstream, piping.
5. All air is to be purged from the system that could cause the test meters to run inaccurately.
6. Available line pressure should be noted at this time and not be below 20 psi.
7. Compound meters should have no less than seven test performed and turbine meters should have no less than five test performed. The last test is dependent on available line pressure.
8. All test performed should be based on manufacture's recommended testing flow rates.
9. All test calculations must utilize the test unit correction factor where by the correction factor of the test unit will increase the accuracy outcome of the subject meter being tested. \*  $SMV/TMV \times SMA = TMA$ .
10. When testing is complete the subject meter is to be placed back into service ensuring all control valves are back in their original position.

## TEST REPORT

The final report contains the following information including a digitized picture of the meter setting:

### Test port size and type

1. Static and residual pressure
2. Total length of fire hose used
3. Before and after subject meter readings
4. Testing flow rates
5. Subject meter volume
6. Test meter volume
7. Test meter accuracy at specified flow rate
8. Subject meter's accuracy
9. Broad scale average accuracy – Summation of all test percentages divided by the number of tests
10. Segmented average accuracy – Individual average percentage for each meter element
11. Actual and adjusted subject meter operational percentage
12. Date and time onsite during complete test

Tester will be responsible for the following:

All meters tested will be required to also have the following Identified in final report documents.

1. Customer name and address
2. Contact name and phone number
3. Meter location
4. Meter size, type and manufacture
5. Meter serial number
6. Setting condition Digital photograph of the meter setting and register reading(s)
7. Measurements for possible future replacement
8. Size, type and condition of control valves and above ground piping, Accessibility
9. General notes such as recommendations for repair or replacement

Scheduling and notifying customer of onsite testing to prevent testing during high demand flow times.

All personnel shall be identified by:

1. Uniforms
2. Identification badges

Vehicles shall be clearly identified utilizing vehicle stickers identifying Contractor for Manatee County

Provide a 24-hour emergency contact phone number for the Project Manager in the event of a problem at an address that was recently tested.

Provide up-to-date testing unit certification as well as certification of tester training.

#### RESULTS AND REPORTING

All testing performance and documentation submitted must be in accordance with AWWA standards. Documentation provided shall verify calibration certification. Either hardcopy or electronic reporting formats, via e-mail, would be acceptable. Report format shall be established with awarded Quoter.

Required Turn-Around Time shall be established with awarded Quoter.

The Quoter shall immediately notify the appropriate County representative via telephone, email, or facsimile in the event that any abnormal events occur such as a broken meter. Faxed copies of reports may be requested by the County prior to issuance of final hard copy and electronic reports.

#### PROJECT SCHEDULE

Services may be scheduled in January of each calendar year and continue through the project completion. Past history reveals that approximately three months is required with a two man crew. This is an estimate only and not a guarantee. A firm timetable shall be scheduled with the Awarded Quoter.

## BASIS OF AWARD

A single award shall be made to the responsive, responsible Quoter having the lowest total price quotation for Water Meter Testing Services. The agreement resulting from the acceptance of a quotation shall be made by issuing a purchase order and be bound by the terms and conditions of the purchase order and the specifications of this Request for Quotation.

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 legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its quote that for at least six (6) months prior to the announcement of the solicitation of quotes it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employees at that location.

QUOTATION FORM

REQUEST FOR QUOTATION #15-2010BLS  
WATER METER TESTING SERVICE AGREEMENT

We, the undersigned, hereby declare that we have carefully reviewed the quote documents, and with full knowledge and understanding of the aforementioned herewith submit this quote, meeting each and every specification, term and condition contained in this Request for Quotation. We understand that the quote specifications, terms and conditions in their 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 Quoter shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

**Required Completed Documentation:**

***Quotation Form (pages 16-17), Questionnaire (pages 18-19),  
and Attachment B (pages 21-22). Please return documentation, signed,  
no later than August 28, 2015 at 3:00pm via fax, e-mail or hand carried.***

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

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

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

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

(Print Name & Title of Signer)

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

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

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

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

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

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

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

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

QUOTATION FORM

REQUEST FOR QUOTATION #15-2010BLS  
WATER METER TESTING SERVICE AGREEMENT

<u>ITEM</u>	<u>QUANTITY</u> <u>(annual</u> <u>estimate)</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u> <u>(PER METER)</u>	<u>PRICING</u> <u>EXTENDED</u>
1	120	<b>3" – 10" LARGE WATER METER FIELD TEST</b> (Bypass ports and test port already in place)  (Minimum of five (7) tests at different flow rates)		
2	70	<b>COMPOUND METER FIELD TEST</b>  (Minimum of five (7) tests at different flow rates)		
3	70	<b>COMPOUND FIRE SERVICE METER FIELD TEST</b>  (double register types) (Minimum of eight (8) tests at different flow rates)		
4	70	<b>TURBINE METER FIELD TEST</b>  (Minimum of five (7) tests at different flow rates)		
<b>Total Cost (items #1-#4)</b>				<b>\$</b>

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

QUESTIONNAIRE/REFERENCES

REQUEST FOR QUOTATION #15-2010BLS  
WATER METER TESTING SERVICE AGREEMENT

**THIS QUESTIONNAIRE SHALL BE COMPLETED AND SUBMITTED WITH YOUR QUOTATION**

1. Licensed and operating a full-time Water Meter Testing Service: \_\_\_\_\_ Yes \_\_\_\_\_ No (check one)  
for \_\_\_\_\_ continuous years'.

2. Quoting as: an individual;; a partnership;; a corporation: ; a joint venture: (circle one)

3. Inventory of meter testing instrumentation including age of instrumentation and maintenance schedule.

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

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

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

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

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

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9. Provide documentation for every technician that will provide these services for Manatee County of training and certification of operating testers.

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

QUESTIONNAIRE/REFERENCES

REQUEST FOR QUOTATION #15-2010BLS  
WATER METER TESTING SERVICE AGREEMENT

THIS QUESTIONNAIRE SHALL BE COMPLETED AND SUBMITTED WITH YOUR QUOTE

10. Three current references from municipalities or business' in the state of Florida for which you provide similar services.

CUSTOMER NAME: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO: \_\_\_\_\_ SERVICE PERIOD: \_\_\_\_\_  
SERVICE DETAILS: \_\_\_\_\_  
\_\_\_\_\_

CUSTOMER NAME: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO: \_\_\_\_\_ SERVICE PERIOD: \_\_\_\_\_  
SERVICE DETAILS: \_\_\_\_\_  
\_\_\_\_\_

CUSTOMER NAME: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO: \_\_\_\_\_ SERVICE PERIOD: \_\_\_\_\_  
SERVICE DETAILS: \_\_\_\_\_  
\_\_\_\_\_

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

ATTACHMENT "A"

STATEMENT OF NO OFFER

REQUEST FOR QUOTATION #15-2010BLS  
WATER METER TESTING SERVICE AGREEMENT

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 #15-2010BLS, for the following reason(s):

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

REMARKS:

Thank you for your input.

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

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

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

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

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

(Print or type name and title of above signer)

ATTACHMENT B

**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**

SWORN STATEMENT PURSUANT TO ARTICLE V,  
MANATEE COUNTY PROCUREMENT 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 an Owner's Agreement for public improvements, procurement of goods or services (including professional services) or an Owner's lease, franchise, concession or management agreement, or shall receive a grant of Owner's monies unless such person or entity has submitted a written certification to Owner 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 Owner's Purchasing Official, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

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

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if

(Continued)

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 Owner's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Owner.

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 AGREEMENT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR 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.