



**INVITATION FOR BID
IFB 16-1733BLS
NO LEAD BRASS WATER, SEWER, AND BACKFLOW PRODUCTS**

Manatee County, a political subdivision of the State of Florida, (hereinafter "County") will receive sealed bids 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.

All clarification requests are to be directed to the contact person listed at the bottom of this page.

DEADLINE FOR CLARIFICATION REQUESTS: **3:00 PM on July 15, 2016**
Reference Bid Article A.09

BID OPENING TIME AND DATE DUE: **3:00 PM on July 29, 2016**

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FOR INFORMATION CONTACT:
Bonnie Sietman, Sr. Buyer
(941) 749-3046
bonnie.sietman@mymanatee.org
Manatee County Financial Management Department
Purchasing Division

AUTHORIZED FOR RELEASE: SWW

SECTION A

INFORMATION TO BIDDERS

A.01 OPENING LOCATION

Sealed bids will be **publicly opened** at the **Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205** in the presence of County officials at the time and date stated, or soon thereafter. All bidders or their representatives are invited to attend the sealed bid opening.

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their bid **delivered to the Manatee County Purchasing Division** for receipt on or before the stated time and date. Bidder shall be solely and strictly responsible for its timely delivery to the Purchasing Division. Bids delayed by mail, courier, or bids delayed for any other reason, shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense.

A.02 SEALED & MARKED

Bids shall be submitted in duplicate, **one original (marked Original) and one copy/copies (marked Copy)** of your **signed bid** shall be submitted in one **sealed package**, clearly marked on the outside **"Sealed Bid #IFB 16-1733BLS, No Lead Brass Water, Sewer, and Backflow Products"** along with your company name.

For your convenience, a mailing label is provided with this Invitation for Bid or you may address the package as follows:

Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205
Sealed Bid #16-1733BLS No Lead Brass Water, Sewer, and

Backflow Products

All blank spaces on the bid form must be filled in as noted with amounts extended and totaled and no modifications shall be made in the wording of the forms or in the items thereupon. In the event an edit is made in your submittal, the bidder shall write its initials by the change. Any bid may be rejected which contains any omissions, alterations, irregularities of any kind, or which in any manner fail to conform to the requirements of this IFB.

A bid made by an individual, either in his/her own or proper person or under a trade or firm name, shall be executed under the individual's signature. If made by a partnership, the bid shall be executed by two or more of the general partners. If made by a corporation, the bid shall be executed by its President or other legally authorized corporate officer or agent.

A.03 BID FORMS

Bids must be submitted on the provided forms, although additional pages may be attached. **Bidders must fully complete all pages of the Bid Forms. Bid Forms must be executed by an authorized signatory who has the legal authority to make the bid and bind the company. Bidders must fully comply with all requirements of this IFB in its entirety.** Failure to comply shall result in bidder being deemed nonresponsive.

A.04 MATHEMATICAL ERRORS

Bid Forms without imbedded mathematical formulas:

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. In the event the dollar amount for contract contingency is omitted, it will be added to the total price of the bid.

Bid Forms with imbedded mathematical formulas:

Interactive Bid Forms that contain mathematical formulas may be used for automating lengthy and complex bid forms. In the event these forms are used and a multiplication/extension error(s) is discovered, the unit price entered by the vendor shall prevail. The vendor shall assume the responsibility and accuracy of the information input in the bid form and therefore shall verify that the calculations are correct before submitting their bid.

Regardless of which type of bid form is used, all bids shall be reviewed mathematically and corrected by the Purchasing Division, if necessary, using these standards, prior to additional evaluation.

A.05 SECURING BID DOCUMENTS

IFB's and all documents issued pursuant to the IFB are available for download at no charge at mymanatee.org by clicking on "**Bids and Proposals**" on the left side of the home page. You may view and print these pdf files using Adobe Reader software.

Manatee County may also use DemandStar to distribute bids. Visit the DemandStar website at www.Demandstar.com for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Complete copies of the IFB and all related documents are available for public inspection at the Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205, or by calling (941) 749-3014. Appointments are encouraged. Documents are available between the hours of 9:00 AM and 4:00 PM Monday through Friday, with the exception of holidays.

In addition, Manatee County informs the Manatee Chamber of Commerce of all active solicitations who then distributes the information to their members.

A.06 EXAMINATION OF BID DOCUMENTS AND SITE(S)

It is the responsibility of each bidder before submitting a bid to (a) examine all IFB documents thoroughly; (b) consider federal, state, and local codes, laws, and regulations which may affect costs, progress, performance, or furnishing of the work; (c) study and carefully correlate bidder's observations with the IFB documents; and (d) notify the County of all conflicts, errors, or discrepancies in the IFB documents prior to the deadline for clarification requests.

A.07 NON-EXCLUSIVE

Unless otherwise stated in this bid specification, any contracts resulting from this bid are nonexclusive. The County reserves the right, in its sole opinion, to purchase items listed in this bid through the State of Florida contracts, cooperatives, other current government contracts, and nonprofit contracts as provided in the Manatee County Purchasing Policy. The County reserves the rights to solicit separate bids for requirements that are a portion of a larger contract bid as a whole. Additionally at the County's sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

A.08 MODIFICATION OF BID DOCUMENTS

If a bidder wishes to recommend changes to any portion of the IFB documents, the bidder shall furnish, in writing, data and information necessary to aid County in evaluating the request to modify the IFB documents. County is not obligated to make any changes to the IFB documents. Unless an addendum is issued, the IFB documents shall remain unaltered.

A.09 CLARIFICATION REQUESTS & ADDENDA

Each bidder shall examine all IFB documents and shall judge all matters relating to their adequacy and accuracy. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this IFB shall be made through the Manatee County Purchasing Division. County shall not be responsible for oral interpretations given by any County employee, representative, or others.

3:00 PM on July 15, 2016 shall be the deadline to submit to the Purchasing Division, in writing, all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this IFB.

This deadline has been established to maintain fair treatment of all potential bidders, while maintaining progression of the work.

If any addenda are issued to this IFB, County will post the documents on the Purchasing Division's web page at <http://www.mymanatee.org/purchasing>, and then by clicking on "Bids and Proposals". If the original solicitation was broadcast via DemandStar, the addenda will also be broadcast on the DemandStar distribution system to "Planholders" on this web service.

The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

It shall be the **responsibility of each bidder, prior to submitting a bid**, to contact the Purchasing Division (see contact information on the cover page) to **determine if any addenda were issued** and to make such addenda a part of their bid.

A complete set of the IFB documents must be used in preparing bids. County assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of bid documents.

A.10 CONFIDENTIALITY OF SECURITY RELATED RECORDS

(a) Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as "the Confidential Security Records") are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):

1. A Security System Plan or portion thereof for any property owned by or leased to the County or any privately owned or leased property held by the County.
2. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by the County.
3. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to the County.

(b) Contractor/Vendor agrees that it shall not, as a result of a public records request or for any other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of the County's Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Contractor/Vendor receives a request for such records, it shall immediately contact the County's designated Contract Manager who shall coordinate the County's response to the request. Notwithstanding the foregoing, the Contractor/Vendor may

1. Disclose or release Security System Plans to:
 - (A) The property owner or leaseholder; or
 - (B) Another state or federal agency to prevent, detect, guard against, respond to, investigate, or manage the consequences of any attempted or actual act of terrorism, or to prosecute those persons who are responsible for such attempts or acts.

2. Disclose or release building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by the County:

- (A) To another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities;
- (B) To a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by the County and is contractually bound by the Contractor/Vendor to comply with this Article/Section; or
- (C) Upon a showing of good cause before a court of competent jurisdiction.

(c) For purposes of this Article/Section, the term "Security System Plan" includes all:

- 1. Records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security of the facility or revealing security systems;
- 2. Threat assessments conducted by any agency or any private entity;
- 3. Threat response plans;
- 4. Emergency evacuation plans;
- 5. Sheltering arrangements; or
- 6. Manuals for security personnel, emergency equipment, or security training.

A.11 LOBBYING

After the issuance of any IFB, prospective bidders or their agents, representatives or persons acting at the request of such bidder shall not contact, communicate with or discuss any matter relating to the IFB with any officer, agent or employee of Manatee County other than the Purchasing Official or the contact identified on the first page of this IFB, pursuant to the Manatee County Code of Laws. This prohibition includes copying such persons on all written communication, including email correspondence. This requirement begins with the issuance of an IFB and ends upon execution of the final agreement or when the IFB has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code of Laws.

A.12 UNBALANCED BIDDING PROHIBITED

County recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the County such variation does not appear to be justified, given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids will include:

- a. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
- b. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive bidders for the same line item unit costs.
- c. Bids where the unit costs offered are in excess of or below reasonable cost analysis values.

In the event County determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., which the bidder obtained and upon which the bidder relied upon to develop its bid. County reserves the right to reject as nonresponsive any presumptive unbalanced bids where the bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

A.13 WITHDRAWAL OF BIDS

Bidders may withdraw bids as follows:

- a. Mistakes discovered before the public bid opening may be withdrawn by written notice from the bidder submitting the bid. This request must be received in the Purchasing Division prior to the time set for delivery and opening of the bids. A copy of the request shall be retained and the unopened bid returned to the bidder; or
- b. After the bids are opened or a selection has been determined, but before an agreement is signed, a bidder alleging a material mistake of fact may be permitted to withdraw their bid if:
 - 1. The mistake is clearly evident in the solicitation document; or
 - 2. Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw a bid must be in writing and approved by the Purchasing Official.

A.14 IRREVOCABLE OFFER

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

A.15 BID EXPENSES

All expenses for submitting bids to the County are to be borne by the bidder.

A.16 RESERVED RIGHTS

County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Also, County reserves the right to

accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of County. Any sole response received by the first submission date may or may not be rejected by County depending on available competition and current needs of County. For all items combined, the bid of the lowest, responsive, responsible bidder will be accepted, unless all bids are rejected.

The lowest, responsible bidder shall mean that bidder who makes the lowest bid to sell goods and/or services of a quality which meets or exceeds the quality of goods and/or services set forth in the IFB documents or otherwise required by County.

To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the IFB. **Bidders must fully comply with the IFB documents in their entirety.**

To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the bid requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Also, County reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to furnish the service requested. Information County deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

A.17 APPLICABLE LAWS

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with the Manatee County Purchasing Division shall be in accordance with the Manatee County Purchasing Ordinance as amended.

A.18 SCRUTINIZED COMPANIES

Florida Statutes § 287.135, as amended from time to time, may contain limitations on the part of a company to conduct business with the County. Submission of a response to this solicitation shall be subject to all procedural requirements contained within that statute including the submission of any required certification of eligibility to contract with the County. It shall be the responsibility of the company responding to this solicitation to concurrently review the current version of the statute and ensure it is compliant. To the extent a certification is required, it shall be provided on the form located at ***Attachment E Vendor Certification Regarding Scrutinized Companies Lists.***

A.19 COLLUSION

By submitting a bid in response to this IFB, bidder certifies that it has not divulged, discussed or compared its bid with any other bidder, and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to their own organization, that in connection with this bid:

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

A.20 CODE OF ETHICS

With respect to this bid, if any bidder violates, directly or indirectly, the ethics provisions of the Manatee County Procurement Ordinance and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder will be disqualified from eligibility to perform services or provide the goods described in this IFB, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids to supply goods or services to Manatee County.

By submitting a bid, the bidder represents to County that all statements made and materials submitted are truthful, with no relevant facts withheld. If a bidder is determined to have been untruthful in their bid or any related presentation, such bidder will be disqualified from eligibility to provide the goods and/or services described in this IFB, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids to supply goods or services to Manatee County.

A.21 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, as that term is defined in Section 287.133, Florida Statutes, may not submit a bid to provide any goods or services to a public entity; may not submit a bid with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted list.

In addition, the Manatee County Procurement Code prohibits the award of any bid to any person or entity who/which has, within the past five (5) years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible matter.

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

A.22 CONTRACT

The agreement resulting from the acceptance of a bid shall be in the form of purchase order.

A.23 TERMINATION OF CONTRACT

Manatee County reserves the right to terminate any contract, at any time, with or without cause.

A.24 PURCHASING COOPERATIVE

It is the intent of this Invitation for Bid to include requirements and to obtain bids on behalf of Manatee County and reserve the right for the entities belonging to the Sarasota Bay Chapter of NIGP to obtain purchases from this bid proposal. This opportunity is also made available to any and all local, County, Public Educational Institutions, non-profits, and the State of Florida. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the

terms and conditions contained herein. Manatee County will not be financially responsible for the purchase of other entities from this solicitation.

A.25 DISCOUNTS

Any and all discounts must be incorporated in the prices contained in the bid and not shown separately. The prices indicated on the Bid Form shall be the prices used in determining award.

A.26 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 bidder is prohibited from delineating a separate line item in his bid for any sales or service taxes. Nothing herein shall affect the bidder's normal tax liability.

The successful bidder 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 bidder's normal tax liability.

A.27 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the IFB documents, all equipment, materials and articles provided shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the IFB 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.

A.28 DELIVERY

Unless otherwise specified, all prices are to be FOB Destination.

A.29 AUTHORIZED PRODUCT REPRESENTATION

The bidder, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. Failure to do so may, in the County's sole discretion, be deemed a material breach of the resulting agreement and shall constitute grounds for County's immediate termination of the resulting agreement.

A.30 ROYALTIES AND PATENTS

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

A.31 AMERICANS WITH DISABILITIES ACT

County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of 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 cover page of this IFB document at least twenty-four (24) hours in advance of either activity.

A.32 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, County hereby notifies all bidders that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this IFB and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of bid award.

A.33 MINORITY BUSINESS ENTERPRISE / DISADVANTAGED BUSINESS ENTERPRISE

The State of Florida Office of Supplier Diversity provides the certification process and the database for identifying certified MBE/DBE firms. Additional information can be obtained at <http://www.osd.dms.state.fl.us/iframe.htm> or by calling (850) 487-0915.

A.34 SUBCONTRACTORS

The successful bidder will obtain prior written approval from the County for any subcontractor(s) and the work they will perform. A subcontractor is defined as any entity performing work within the scope of the project who is not an employee of the successful bidder.

Bidders subcontracting any portion of the work shall include a list of subcontractors along with their bid. The list shall include: name and address of subcontractor, type of work to be performed and the percent of the contract amount to be subcontracted.

Prior to the employment of any person under this contract, the successful bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the successful bidder to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the successful bidder to perform work pursuant to the contract with Manatee County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

Only those individuals determined eligible to work within the United States shall be employed under this contract.

By submission of a bid in response to this IFB, the successful bidder commits that all employees and subcontractors will undergo e-verification before placement on this contract.

If County has reasonable objection to any subcontractor, the County may request the successful bidder to submit an acceptable substitute without an increase in contract sum or contract time.

If successful bidder declines to make any such substitution, the County may award the resulting agreement to the next lowest qualified bidder that proposes to use acceptable subcontractors, who County does not make written objection to. In the event the successful bidder declines to make any such substitution post award, the County may exercise its right to terminate the agreement.

The successful bidder shall maintain sole responsibility for the actions of its employees and subcontractors. New employees brought in after contract award shall follow the same requirement stated above for the life of the contract.

A.35 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this IFB become "Public Records", and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119.

Bids become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the bid shall be conducted at the public bid opening.

Based on the above, Owner will receive bids at the time and date stated and will make public at the opening the names of the business entities of all that submitted a bid and any amount presented as a total offer without any verification of the mathematics or the completeness of the bid.

If Owner rejects all bids and concurrently notices its intent to reissue the solicitation, the rejected bids are exempt from public disclosure until such time as Owner provides notice of an intended decision concerning the reissued solicitation or until Owner withdraws the reissued solicitation. A bid is not exempt for longer than twelve (12) months after the initial notice rejecting all bids.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT OWNER'S CUSTODIAN OF PUBLIC RECORDS AT: (941) 742-5845, debbie.scaccianoce@mymanatee.org, Attn: Records Manager, 1112 Manatee Ave W., Bradenton, FL 34205.

Pursuant to Florida Statutes 119.0701, to the extent CONTRACTOR is performing services on behalf of the COUNTY, contractor must:

- a. Keep and maintain public records required by public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A.36 LOCAL PREFERENCE

Local business is defined as a business legally authorized to engage in the sale of the goods and/or services, and which certifies within its bid that for at least six (6) months prior to the announcement of the Invitation For Bid 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 governing the funds prohibit the preference.
2. Any bid announcement which specifically provides that local preference, as set forth in this section, is 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.
3. For a competitive solicitation for construction services in which fifty percent (50%) or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.

To qualify for local preference under this section, a **local business must provide certification to County** by completing an “**Affidavit as to Local Business**” form which is available for download at www.mymanatee.org/vendor. Click on “Affidavit for Local Business” to access and print the form. Complete, notarize, and mail the notarized original to: 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 and notify County of any changes affecting same.

A.37 **VENDOR REGISTRATION**

Registering your business will provide Manatee County a sourcing opportunity to identify supplies of goods and services, plus identify local businesses.

You may register online at www.mymanatee.org/vendor. If you need any assistance, please call (941) 749-3014, Monday – Friday, 8:00 A.M. to 5:00 P.M., excluding holidays, and the Purchasing Division can assist you as needed.

Registration is not mandatory; however, by taking the time to register, you are helping the County to provide timely notification of quotation, bid and proposal opportunities to your business.

A.38 **ENVIRONMENTAL SUSTAINABILITY**

All bidders are encouraged to use as many environmentally preferable "green" products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. Environmentally preferable are products or services that have a reduced adverse effect on the environment.

Bidders shall acknowledge whether or not their organization has an environmental sustainability initiative by checking the appropriate box on the bid form. In addition, the bidder shall submit a summary of their environmental sustainability initiative along with their bid. This information will be used as a determining factor in the award decision when all other evaluative factors, including local preference policies are otherwise equal.

A.39 **ePAYABLES**

Manatee County Board of County Commissioners and the Manatee County Clerk of the Circuit Court have partnered to offer the ePayables program, which allows payments to be made to vendors via credit cards.

The Clerk of the Circuit Court will issue a unique credit card number to vendor after goods are delivered or services rendered, vendors submit invoices to the remit to address on the purchase order. When payments are authorized, an email notification is sent to the vendor. The email notification includes the invoice number(s), invoice date(s), and amount of payment. There is no cost for vendors to participate in this

program; however, there may be a charge by the company that processes your credit card transactions.

If you are interested in participating in this program, please complete the ePayables Application attached herein and return the completed form via email to Ms. Lori Bryan, Supervisor at lori.bryan@manateeclerk.com.

A.40 FUNDING

This bid is subject to the appropriation of funds in an amount sufficient to allow continuation of the County's performance in accordance with the terms and conditions of this bid. The county shall provide prompt written notice to the vendor that sufficient funds have not been appropriated to continue its full and faithful performance under the terms of this bid, and shall, effective thirty (30) days after giving such notice or upon the expiration of the time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to the bid.

A.41 CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER – TERM CONTRACTS

It is hereby made a part of this Invitation for Bid that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Manatee County shall require a "first priority" basis for services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Contractor agrees to provide services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all services required during an emergency situation. Contractor shall furnish a twenty-four (24) hours phone number in the event of such an emergency.

A.42 PRECEDENCE

Statements contained in the Scope of Work or Bid Summary section of this Invitation for bid, which vary from the information contained in this section A, Information to Bidders, shall have precedence.

END OF SECTION A

SECTION B

BASIS OF AWARD

B.01 BASIS OF AWARD

Multiple award(s) shall be made to the lowest responsive, responsible Bidder(s) on an "all-or-none total offer" per group. Bidders are required to bid all items within a group to be considered responsive.

Awards shall be to the Primary (lowest responsive, responsible Bidder), and a Secondary (second lowest responsive, responsible Bidder) per group.

The agreement resulting from the acceptance of a bid shall be made by issuing a blanket purchase order(s) and be bound by the terms and conditions of the purchase order and the specifications of this Invitation for Bid. Release orders shall be issued on an "as required" basis.

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

END OF SECTION B

SECTION C

GENERAL TERMS AND CONDITIONS

C.01 AGREEMENT FORMS

The Agreement(s) resulting from the acceptance of a bid shall be in the form of a blanket order(s) on an "as required" basis.

C.02 ASSIGNMENT OF AGREEMENT

Successful Bidder shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of his right, title, or interest therein, or his power to execute such Agreement, or to assign any monies due or to become due there under to any other person, firm or corporation unless first obtaining the written consent of the County.

C.03 CANCELLATION

Any failure of the Successful Bidder to furnish or perform in accordance with the Agreement, the County may order the stop of the Work, or any portion thereof, until the cause for such order has been eliminated.

If the Successful Bidder persistently fails to perform in accordance with the Agreement, the County reserves the right to terminate the Agreement and select the next qualified Bidder or re-advertise this procurement in part or in whole. The County reserves the right to cancel all or any undelivered or unexecuted portion of this Agreement with or without cause.

C.04 FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, lack of or failure of transportation facilities, any law, proclamation, regulation ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this item.

C.05 INDEMNIFICATION

The Successful Bidder 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.

C.06 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 bid, the Successful Bidder 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 Successful Bidder shall refund to Manatee County any money which has been paid for same. The Successful Bidder will be responsible for attorney fees in the event the Successful Bidder defaults and court action is required.

C.07 **REGULATIONS**

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

C.08 **WARRANTY AND GUARANTEE PROVISIONS**

These warranty and guarantee provisions create no limitations on the County as to any claims or actions for breach of guaranty or breach of warranty that the County might have against parties other than the Successful Bidder, and do not constitute exclusive remedies of the County against the Successful Bidder.

C.09 **MATERIAL/SAFETY DATA SHEET**

It shall be the responsibility of the Successful Bidder(s) to submit, upon notification of award, a Material Safety Data Sheet (MSDS) for all toxic substances in accordance with Florida Statutes Chapter 442, The Right To Know Law, which mandates on-site MSDS for all toxic substances appearing in the work place.

END OF SECTION C

SECTION D

SPECIFIC TERMS & CONDITIONS

D.01 PURPOSE

It is the intent of Manatee County to establish an annual Agreement to procure, on an "as required" basis No Lead Brass Water, Sewer, and Backflow Products and related materials and accessories for the Manatee County Utilities Warehouse Facility and possible work sites within Manatee County. It is the specific purpose of this bid to establish an Agreement for the required products to secure the cost and availability.

D.02 BLANKET ORDERS

Blanket Purchase Order(s) shall be issued as a result of this bid. A written Blanket Purchase Order(s), when accompanied by a valid Release Order number provided by an authorized County designee. (Note: The quantities shown on the Bid Form are estimates only. There is no guarantee that these quantities will be released).

A master Agreement with subsequent individual release orders shall be used, therefore for payment; each invoice shall indicate the Blanket Purchase Order number followed by a valid Release Order number.

D.03 QUANTITIES

The exact quantities of the required product cannot be determined at this time, however, approximated past annual usage is indicated on the Bid Form. This bid award may result in similar quantities of purchases; however, this is not guaranteed. Release Orders shall be issued on an "**as required**" basis; covering all or part of the specified items on the bid.

The County reserves the right to add or delete items as required.

Bid Form is interactive; insert each / unit of measure pricing and the extended and grand total pricing will automatically populate. Bidder is responsible for proof reading totals.

D.04 DELIVERY

All deliveries shall be made to the Utilities Warehouse Facility unless pre-arranged between the Successful Bidder and the Utilities representative. Holiday and weekend deliveries may be needed as product use or circumstances require.

The primary goal of this Agreement is for the speedy acquisition of no lead brass water, sewer, and backflow products and accessories; therefore, Successful Bidder's responsiveness under the terms of this Agreement is critical. Delivery of orders resulting from award of this bid shall be made within one (1) to three (3) business days after receipt of a valid release order number, for the items listed on the Bid Form as the Top 150 items. For all other items, deliveries shall be made complete within thirty (30) calendar days after receipt of a valid release order number.

Failure to respond within the time specified may result in materials being ordered from and delivered by others and/or termination of award.

All deliveries shall be made between the hours of 9:00 A.M. and 2:30 P.M., Monday through Friday, excluding holidays, unless otherwise agreed to by County representative, to the predestinated locations. Large shipments, i.e., truckloads requiring material handling equipment, must be preceded by no less than 24 hours' notice.

No drop shipments allowed unless otherwise agreed to by the County.

Successful Bidder(s) shall provide a separate delivery ticket for each delivery and will obtain authorized signatures. At least one copy of the delivery ticket with pricing shall be left with the County on each delivery.

D.05 PAYMENT

Within forty-five (45) days after completion of work by the Successful Bidder, acceptance by the County, and presentation of an appropriate invoice, the County shall pay the total amount due. Invoices shall indicate both the Blanket Purchase Order number and the Release Order number.

D.06 PRICES

Bidders shall bid unit prices, F.O.B. Destination, including all discounts in accordance with unit of quantity indicated on Bid Form. The prices bid shall be used for payment and shall be deemed to include payment in full for all transportation, labor, and equipment used in delivering all supplies and materials to the point of delivery.

D.07 PRICE ADJUSTMENTS

Prices shall remain firm for the first twelve month term of the Agreement. If not cancelled by the Successful Bidder or the County, the awarded Blanket Purchase Order(s) 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 (4) additional 12-month periods may be submitted annually prior to renewal when there are significant market changes. Documentation shall be submitted to the Purchasing Division for review and approval.

For like items not listed in a commodity group, the Bidder shall provide a fixed discount percent (%) off a Manufacturer's Suggested Retail Price (MSRP) list.

Manufacturer's Price List: Prices may change once annually when Successful Bidder's discount is applied to a manufacturer's new, published, suggested retail price list. The Successful Bidder's percentage discount shall remain firm for the life of the agreement.

D.08 RENEWAL

Written notice of intention not to renew must be submitted by the Successful Bidder 90 days prior to the end of an Agreement period. Should any choose not to renew, the County reserves the right to terminate the Agreement with that Successful Bidder and select the next qualified Bidder, or re-advertise for those bid items, or solicit a new Invitation for Bid for all items (including multiple bid awards).

If not cancelled by the Successful Bidder or the County, the County shall provide the Successful Bidder a written notice of intent to renew no sooner than 60 days prior to the end of an Agreement period.

D.09 SECURITY

All employees of the Successful Bidder shall at all times provide their current driver's license upon request.

D.10 CONDITIONS FOR FIRST PRIORITY SERVICE

Successful Bidder agrees that in conditions when a local emergency has been declared by the County or regional or national supply allocations occur, that Manatee County shall be granted a "first priority" basis for water and sewer material and accessories.

Successful Bidder shall furnish the County with a twenty-four (24) hour, seven days a week phone number(s) and contact name upon award of this Agreement.

D.11 EQUIVALENTS

Approved products and / or manufacturer's part numbers are listed on the Bid Form. The approved products listed for each group are those manufacturer's products that are currently being purchased by the Manatee County Utilities Department Warehouse.

Manufacturer's part numbers that are listed on the Bid Form are listed to enhance the description of the items so that bidders may offer an equal items of a different manufacturer.

Unless otherwise noted, the County shall accept bids of equal manufacturer's products that meet the published Manatee County Utility Standards.

END OF SECTION D

SECTION E

MINIMUM TECHNICAL SPECIFICATIONS

E.01 SCOPE

The Manatee County Utilities Department currently inventories an estimated 2,700 water, sewer, and backflow products and accessories. Manatee County is seeking to establish a strategic business partnership with multiple bidders to supply brass water, sewer, and backflow products and related accessories to the Manatee County Utilities Warehouse and Utilities Maintenance locations within the County. This shall include, but not limited to, the following:

- A. Furnish and deliver requested materials within 1-3 business days to the Manatee County Utilities Warehouse. Large project orders shall be delivered to the project site or to a Utilities Maintenance location within Manatee County. Same day delivery may be required for emergencies.
- B. Provide 24/7 contact and assistance for after-hours emergencies.
- C. The Successful Bidder(s) shall keep a minimum inventory, at their locations, of items they are awarded.
- D. Coordinate with Utilities warehouse staff to review stock levels and minimize stock outages on a monthly basis.

E.02 MATERIAL SPECIFICATIONS

All materials delivered shall comply with the Manatee County's published Utility Specifications Standards (available upon request, Manatee County Utilities). Per Public Law 111-380, (January 4, 2011 S.3874, 111 Congress, "Reduction of Lead in Drinking Water Act") all brass fittings 2" and under wetted by potable water shall be "No Lead" certified and carry the "NL" designation on the casting. The approved products listed for each group are those manufacturer's products that are currently being purchased by the Manatee County Utilities Warehouse; however, Manatee County will accept bids of equal manufacturer's products that meet the published Manatee County Utility Specifications Standards. (Manatee County Utility Specifications have been updated to include the no-lead (NL) requirements.)

National law amended the Safe Drinking Water Act requiring products in contact with drinking water to a 0.25% maximum lead content in the base material for all wetted components using a surface based averaging formula. The origin was Senate Bill S.3874. The new national law prohibits the use of products not meeting the 0.25% lead content requirement effective January 4, 2014. The law does not contain any exemption language for states, municipalities, or otherwise. It also does not contain certification requirements or enforcement language other than what is already in the Safe Drinking Water Act.

Bidders that are submitting bids for "equal" products that are not listed in the approved products list, by group, shall submit technical specification sheets for the manufacturer's products that they are bidding, along with their bid form. The County shall have final approval on "equal" product determination.

1. GROUP A - MISCELLANEOUS BRASS:

- a. **FITTINGS:** Nipples and Bushings shall be made from red brass conforming to NSF Standard 372 or latest revision thereof and have standard iron pipe threads.
- b. **VALVES:** Valves shall have a cast bronze body conforming to NSF Standard 372 with both ends having female iron pipe threads. All valves must be full port opening.

APPROVED PRODUCTS (Fittings, A1-A49):

- a. Merit Brass
- b. Cambridge Brass

APPROVED PRODUCTS (Valves, A50-A55)

- a. Red-White Valve Corporation
- b. Proflo
- c. Kitz
- d. Soval

2. GROUP B - BRASS SERVICE LINE FITTINGS AND ACCESSORIES:

- a. **CURB STOPS:** Ball valves for water and reclaimed water, in sizes 3/4-inch through 2-inch, shall be brass body, stem and ball per NSF Standard 372 full port, full flow, 1/4-turn check, ball curb valves, rated for 300 psi, Ford B-Series, with compression, pack joint, flare, threaded or flanged ends as required, and locking wings.
- b. **METER COUPLINGS (Standard Length):** Straight brass meter coupling for use with 5/8"x3/4" and 1" meters with outside iron pipe threads on tailpiece and slip-on meter swivel nut. 3/4" and 1" tailpiece must be machined inside and outside. All couplings are to be manufactured from water works brass meeting or exceeding NSF Standard 372 and supplied with 1/8" thick black EPDM or Nitrile Buna-N rubber washers.
- c. **METER COUPLINGS (Short Length):** Straight brass meter coupling for use with 5/8"x3/4" and 1" meters with outside iron pipe threads on tailpiece and slip-on meter swivel nut. 3/4" and 1" tailpiece must have an inside hex wrench surface. All couplings are to be manufactured from water works brass meeting or exceeding NSF Standard 372 and supplied with 1/8" thick black EPDM or Nitrile Buna-N rubber washers.

- d. **CORPORATION STOPS:** Corporation stops for connections to ductile iron and PVC water and reclaimed water mains shall be all red brass, NSF Standard 372 and shall conform to AWWA C800. 1-inch through 2-inch corporation stops shall be ball type, 300 psi working pressure rated, with AWWA MIP threaded inlets and compression, pack joint, flare, or FIP threaded joint outlets, Mueller or an approved equal. All joints made to CTS size HDPE tubing shall use stainless steel insert stiffeners.
- e. **METER RESETTERS:** Meter resetters shall be the ball valve-type with full port opening and locking wing and be constructed of water works brass NSF Standard 372 Replacement resetters inlet & outlet shall be male meter thread as to accommodate meter.
- f. **METER LOC PACS:** No substitution or equivalent for brass loc pac fitting **Ford type only.**

APPROVED PRODUCTS:

- a. Ford B-Series
- b. Mueller

3. GROUP C - BACKFLOW PREVENTION DEVICES

ALL BACKFLOW DEVICES AND O.S. &Y. VALVES FURNISHED UNDER THIS SPECIFICATION SHALL AT MINIMUM MEET MANATEE COUNTY'S STANDARDS (MAY 2011) EDITION AND USC OR CSA REQUIREMENTS.

DOUBLE CHECK VALVE

¾" To 2" – Double Check Valve Type

Two independent operating spring loaded check valves. The assembly shall have two (2) ball valves and four (4) test cocks.
(Example: - ¾", 1", 1 ½", 2").

3" to 8" – Double Check Valve Type

Double check valve type with two (2) independently operating spring loaded check valves. The assembly shall have two (2) O.S.Y. valves and four (4) test cocks. **O.S.Y. VALVES MUST HAVE STAINLESS STEEL NUTS AND BOLTS.** All bolts connecting flange to flange shall be stainless steel. **Internal rubber parts of check valves shall be EPDM,**
(Example: - 3", 4", 6", 8").

REDUCED PRESSURE TYPE

¾" to 2" – Reduced Pressure Type

Each valve with two (2) independently operating spring loaded check valves and one hydraulically dependent relief valve. The assembly shall have two (2) ball valves and four test cocks.

(Example: - ¾" to 2")

3" to 8" - Reduced Pressure Type

Two (2) independently operating spring loaded check valves and one (1) hydraulically dependent relief valve. The assembly shall have two (2) O.S.Y. valves and four (4) test cocks. **O.S.Y. VALVES MUST HAVE STAINLESS STEEL NUTS AND BOLTS.** All bolts connecting flange to flange shall be stainless steel. **Internal rubber parts of check valves shall be EPDM,** (Example: - 3", 4", 6", 8").

NOTE: In the interest of standardization and to reduce inventory costs, the only acceptable backflow preventers are Wilkins models as identified in this IFB.

APPROVED PRODUCTS

a) Wilkins

END OF SECTION E

STATEMENT OF NO OFFER

IFB # 16-1733BLS

NO LEAD BRASS WATER, SEWER, AND BACKFLOW PRODUCTS

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

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

We, the undersigned, have declined to bid on IFB #16-1733BLS, 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 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.

(Continued)

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.

BID FORM

INVITATION FOR BID #16-1733BLS

NO LEAD BRASS WATER, SEWER, AND BACKFLOW PRODUCTS

We, the undersigned, hereby declare that we have carefully reviewed the IFB Documents in their entirety and with full knowledge and understanding of the aforementioned herewith submit this quote, completely meeting each and every specification, term, and condition contained therein.

As Bidder, we understand that the IFB documents, in its entirety, including but not limited to, all specifications, terms, and conditions shall be made a part of any resulting Agreement between Manatee County and the Successful Bidder. Failure to comply shall result in Agreement default, whereupon, the defaulting Successful Bidder shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by County, and agrees to forfeit his/her bid bond.

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

Communications concerning this bid shall be addressed as follows: **(Complete all fields)**

Bidder's Name: _____
Mailing Address: _____
Telephone: () _____ Fax: () _____
Email Address: _____

I, _____ on [date(s)] _____ attest that I have
visited the project site(s) to familiarize myself with the full scope of work required for the quote

Acknowledge Addendum No. _____ Dated: _____ Acknowledge Addendum No. _____ Dated: _____
Acknowledge Addendum No. _____ Dated: _____ Acknowledge Addendum No. _____ Dated: _____
Acknowledge Addendum No. _____ Dated: _____ Acknowledge Addendum No. _____ Dated: _____

Environmental Sustainability – The Company submitting this bid has an environmental sustainability initiative currently in place. ☐ Yes ☐ No If yes, the Bidder shall submit a summary of their environmental sustainability initiative along with their bid.

Authorized Signature(s): _____

Name and Title of Above Signer(s): _____

Date: _____