

# MANATEE COUNTY GOVERNMENT SOLE SOURCE INTENT TO AWARD

<b>SUBJECT</b> Public Safety Center Roof Repair	<b>DATE POSTED</b> MC <u>11/18/16</u> <i>XSE</i>
<b>PURCHASING REPRESENTATIVE</b> Deborah Carey-Reed, 941/749-3074	<b>DATE CONTRACT SHALL BE AWARDED</b> 5 Business Days After Electronic Posting
<b>DEPARTMENT</b> Public Safety Department	<b>CONSEQUENCES IF DEFERRED</b> Deterioration of roof
<b>SOURCE RECOMMENDATION</b> Sole Source <b>Task 17-0298 DC</b>	<b>AUTHORIZED BY DATE</b> Deborah Carey-Reed, GRPB November 18, 2016 <i>DC</i>

### ACTION DESIRED

Notice of Intent to Award a Non-Competitive/Sole Source procurement to Sutter Roofing Company of Florida, Sarasota, Florida, for replacement of the stone coping around the perimeter of the Public Safety Center roof for a total amount of \$95,819.

### ENABLING/REGULATING AUTHORITY

Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy.)

Manatee County Code of Laws Chapter 2-26-40 & 2-26-25

### BACKGROUND/DISCUSSION

- The roof on the Public Safety Center was replaced by Sutter Roofing Company approximately three years ago. The stone coping was not included in the project because it was not causing any issues at that time and was not disturbed. The covering is now deteriorating and requires replacement.
- Because this repair work will tie into the new roof membrane, allowing another vendor (other than the roofing contractor, Sutter Roofing) to perform the work could void the warranty and offer a situation where vendor responsibility is unclear.
- It is recommended for Sutter Roofing Company of Florida to perform this repair work. The continued use of this vendor would not permit a question of responsibility or jeopardize the warranty.

If a vendor believes this item is not a noncompetitive procurement, Manatee County Purchasing Division requires prospective vendors provide information regarding their ability to supply the commodity or contractual services described prior to the date indicated for "date contract shall be awarded".

<b>ATTACHMENTS: (List in order as attached)</b>	<b>INSTRUCTIONS:</b>
• Non-Competitive / Sole Source Procurement Request Form	N/A
<b>COST</b> \$95,819	<b>SOURCE (ACCT# &amp; NAME)</b> Bldg Maint 001002507
<b>COMMENTS</b> None	<b>AMT./FREQ. OF RECURRING COSTS (ATTACH FISCAL IMPACT STATEMENT)</b> None



## Sole Source/Noncompetitive Purchasing Request

Department: Property Management Contact: Michael DiPinto Ext: 3063

Purchase Request (PR) Number: \_\_\_\_\_ Date: 11/7/16

Description:  
(Explain request in detail) Repair of the EOC roof coping stones and brick work

Vendor: Sutter Roofing Phone: 941.377.1000 Cost: 95,819.00

Alex J. Vento  
AVento@sutterroofing.com

**PART I – SOLE SOURCE PURCHASING** (*Sole source purchasing* is defined as the acquisition of commodities or services where there is only one available source for the required commodity or service. Ex: proprietary software or equipment, copyright)

1. Are these commodities or services only available from one single source?  Yes  No
2. Explain why the commodity/service being requested is the only commodity/service that can meet your needs and why alternatives are unacceptable. Be specific regarding specifications, features, capability, compatibility, etc.
3. Why is this vendor the only source from which to make this purchase? Describe efforts made to verify this information. (Attach sole source letter from vendor as documentation)
4. Explain the consequence to the County or its taxpayers, including a dollar amount of the financial impact, if the sole source purchase is not approved.

**NOTE:** In any case where the County seeks to purchase from a sole source materials for the construction, modification, alteration or repair of any county-owned facility, the Board of County Commission must first make the written findings required by Florida Statutes, Section 255.04.

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**PART II – NONCOMPETITIVE PURCHASING** (*Noncompetitive purchasing* is defined as the acquisition of commodities or services from a unique source or provider based upon particular skills and expertise (Ex: standardization, warranty, compatibility) where other competitive sources may be available; or upon a determination that the likely, non-speculative cost of obtaining competitive quotes would exceed any potential savings and benefit to the County.)

1. ***Explain why the commodity/service being requested is the only commodity/service that can meet your needs and why alternatives are unacceptable. Be specific regarding specifications, features, capability, compatibility, etc.***

Sutter Roofing holds the 30 year warranty on the roofing membrane. This warrantee will be void if Sutter Roofing is not contracted to do the repair work.

2. ***Explain the advantages of this noncompetitive purchase on the basis that only one practical source exists. Describe the efforts made to verify this information. (Attach manufacturers or distributorships letter as documentation)***

Sutter Roofing holds the 30 year warranty on the roofing membrane. This warrantee will be void if Sutter Roofing is not contracted to do the repair work.

3. ***Will this purchase obligate us to a particular vendor for future purchases, either in terms of maintenance or compatibility should the need arise to purchase a 'like' item in the future?***

Yes, for only the EOC in this case.

4. ***Describe your efforts to obtain the best price from the vendor and provide any documentation to substantiate your findings. Give the result of the initial offer versus the final offer.***

Sutter Roofing installed the roof membrane on the EOC approximately 3 years ago and holds the 30 year warranty.

5. ***Would you prefer Purchasing to contact vendor for the best price?***  Yes  No

6. ***Explain the consequence to the County or its taxpayers, including a dollar amount of the financial impact, if the noncompetitive purchase is not approved.***

The 30 year roofing membrane warranty will be void if Sutter Roofing is not contracted to do the work.

I hereby request that a sole source/noncompetitive request be approved for the purchase of the above statement of work, material, equipment, commodity, or service.

Thomas Yargen  
Division Manager's Signature  
(up to \$25,000)

THOMAS YARGEN  
Print Name

11/9/2016  
Date

\_\_\_\_\_  
Department Director's Signature  
(Greater than \$25,000)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**FOR PURCHASING DIVISION USE:**

**Posting:** Categories Three and Four require an electronic posting for a minimum of five (5) business days. Category Five requires BCC approval and will be posted via board agenda for a minimum of seven (7) calendar days prior to board meeting.

\_\_\_\_ Sole Source:

**Posting:** Category Three requires an electronic posting for a minimum of five (5) business days prior to award. Categories Four and Five require BCC approval and will be posted via board agenda for a minimum of seven (7) calendar days prior to board meeting.

Noncompetitive:

Reviewed and Approved by:

Deborah Gray-Reed 11/18/2016

Buyer Name / Date  
(up to \$100,000)

\_\_\_\_\_  
Contracts/Buyer Manager / Date  
(up to \$250,000)

\_\_\_\_\_  
Purchasing Official / Date  
(Greater than \$250,000)

Option 1 @ leaving coping in place @ 59,750  
Sub/Contractor Concrete Concrete Demo @ 36,069.

@ 95,819.



FLORIDA ROOFING  
AND SHEET METAL  
CONTRACTORS  
ASSOCIATION



NATIONAL  
ROOFING  
CONTRACTORS  
ASSOCIATION

**"SAFE, SOLID AND SECURE SINCE 1902"**

8284 VICO COURT • SARASOTA, FLORIDA 34240 • (941) 377-1000  
FAX: (941) 377-4499 • [www.sutterroofing.com](http://www.sutterroofing.com) LIC: #CC C054782

Date: 11/01/2016

Sutter Roofing Company of Florida (hereinafter referred to as "Contractor") proposes to perform and furnish the labor, materials, insurance, supervision, equipment, and warranty (herein together referred to as the "Work") described herein for:

OWNER / CONTRACTOR: Manatee County Government  
Property Management Dept.  
1112 Manatee Ave. West, Suite 868-B  
Bradenton, FL 34205

ATTN: Michael DiPinto [Michael.dipinto@mymanatee.org](mailto:Michael.dipinto@mymanatee.org)  
(941) 737-3063

PROJECT: Manatee County EOC  
2101 47<sup>th</sup> Terrace East  
Bradenton, FL 34202

**A. SCOPE OF WORK: Perimeter Coping Repairs**

\* Option 1: \$ 59,750.00 (Leaving Concrete Coping in Place)

1. Erect all safety barricades, fall protection, and personal protective equipment as required by OSHA standards and site conditions.
2. Leave existing concrete coping in place
3. Mechanically attached 5/8" CDX plywood and a treated 1 x 2 at 12" o.c. with stainless steel Tapcons
4. Totally on layer of 60 mil TPO over plywood and front and rear leg of cap.
5. Install 040 coping Kynar finish with concealed cleats on both sides.
6. See Attached drawing for detail.

Option 2: \$ 124,750.00 (Removing Concrete Coping)

1. Erect all safety barricades, fall protection, and personal protective equipment as required by OSHA standards and site conditions.
2. Remove existing concrete coping in place
3. Mechanically attached 5/8" CDX plywood and 3 treated 1 x 2 at 12" o.c. with stainless steel Tapcons
4. Totally on layer of 60 mil TPO over plywood and front and rear leg of cap.
5. Install 040 coping Kynar finish with concealed cleats on both sides.
6. See Attached drawing for detail.





FLORIDA ROOFING, SHEET METAL & AIR CONDITIONING CONTRACTORS ASSOCIATION, INC.

**SELF INSURERS FUND**

1-800-767-3772 • FAX (407) 671-2520

**CERTIFICATE OF INSURANCE**

**ISSUED TO:**

Manatee County Board of Commissioners,  
 A political subdivision of the State of Florida  
 P.O. Box 1000

**COPY PROVIDED TO:**

Sutter Roofing Company of Florida  
 8284 Vico Ct.  
 Sarasota, FL 34240

Bradenton, FL 34206-1000

Attention:

Sutter Roofing Company of Florida

**This is to Certify that:** 8284 Vico Ct.  
 Sarasota, FL 34240

being subject to the provisions of the Florida Workers' Compensation Act, has secured the payment of compensation by insuring their risk with the FLORIDA ROOFING, SHEET METAL & AIR CONDITIONING CONTRACTORS ASSOCIATION SELF INSURERS FUND, 4099 Metric Drive, Winter Park, FL 32792.

<p>COVERAGE NUMBER: <u>870-005176</u></p> <p>EFFECTIVE DATE: <u>1/1/2016</u></p> <p>EXPIRATION DATE: <u>1/1/2017</u></p>	<p><u>LIMITS</u></p> <p>Workers' Compensation: Statutory - State of Florida</p> <p>Employers' Liability: \$1,000,000.00 Each Accident</p> <p>\$1,000,000.00 Disease, Each Employee</p> <p>\$1,000,000.00 Disease, Policy Limit</p>
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REMARKS: Non-cancelable, without 30 days prior written notice, except for non-payment of premium which will be a 10 day written notice.

This certificate is issued as a matter of information only, is not a policy and of itself does not afford any insurance. Nothing contained in this certificate shall be constructed as extending coverage not afforded by the policy(ies) shown above or as affording insurance to any insured not named above. This provides coverage for Florida policyholders and Florida domiciled employees only.