

ITQ No.  
19-R071672GE  
PORTABLE GENERATORS, (05534)  
JUNE 21, 2019

Manatee County BCC  
Procurement Division  
1112 Manatee Avenue West Ste 803  
Bradenton, FL 34205  
[purchasing@mymanatee.org](mailto:purchasing@mymanatee.org)



**NOTICE TO BIDDERS  
ITQ NO. 19-R071672GE  
PORTABLE GENERATORS**

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County) will receive quotes from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Bidders), to provide 40 and 60 Kilowatt portable generators, as specified in this Invitation to Quote.

**DATE, TIME AND PLACE DUE:**

The Due Date and Time for submission of Quotes in response to this ITQ is **July 12, 2019 at 3:00 P.M. ET**. Quotes must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205.

**SOLICITATION INFORMATION CONFERENCE:**

No information conference is scheduled for this solicitation.

**QUESTIONS AND CLARIFICATION REQUESTS:**

Submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Invitation to Quote to the Manatee County Procurement Division by July 5, 2019. Questions and inquiries should be submitted via email to [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org) or to the Designated Procurement Contact shown below.

**Important: A prohibition of lobbying is in place. Review Section 8.12 carefully to avoid violation and possible sanctions.**

**DESIGNATED PROCUREMENT CONTACT:** George Earnest CPPB, Buyer  
(941) 749-3044, Fax (941) 749-3034  
Email: [george.earnest@mymanatee.org](mailto:george.earnest@mymanatee.org)  
Manatee County Financial Management Department  
Procurement Division

AUTHORIZED FOR RELEASE: \_\_\_\_\_

## **Table of Contents**

<b>Section</b>		<b>Page</b>
1	Background and Contact Information	4
2.0	Due Diligence	4
3.0	Scope/Specifications	4
4.0	ITQ Schedule	5
5.0	Quote and Submission Process	5
6.0	Agreement/Purchase Order	5
7.0	Quote Requirements	6
8.0	ITQ General Terms and Conditions	7
9.0	Insurances and Bonds	13

### **Exhibits**

1	Scope/Specifications
2	Minimum Qualifications

### **Attachments**

Attachment A	Acknowledgement of Addendum
Attachment B	Bidder's Information
Attachment C	Public Contracting and Environmental Crimes Certification
Attachment D	Insurance Statement
Attachment E	Quote Form

**INVITATION TO QUOTE  
FOR  
PORTABLE GENERATORS  
QUOTE NUMBER: 19-R071672GE  
ISSUE DATE: JUNE 21, 2019**

**1.0 Background and Contact Information**

The Manatee County Government (County) issues this Invitation to Quote (ITQ) for 60 and 40 Kilowatt portable generators. Companies and/or individuals that are qualified to provide the required goods/services (Bidders) are invited to submit a response (Quote) to this ITQ.

**1.01 Background**

These generators are intended for use as emergency backup power for Manatee County Utilities Department lift stations.

**1.02 Contact Information**

The County representative regarding this ITQ is:

- **George Earnest CPPB**
- **george.earnest@mymanatee.org**
- **941-749-3044**

**2.0 Due Diligence and Scope of Work**

The County will conduct a due diligence review of all Quotes received to determine if the Bidder is responsible and responsive. To be responsive a Bidder must submit a Quote that conforms in all material respects to the requirements of this ITQ and contains all the information, fully completed attachments and forms, and other documentation required. Quotes that are deemed non-responsive will not be considered or evaluated.

To be responsible, a Bidder must meet the minimum qualification requirements as stated in Attachment B and have the capability to perform the Scope of Services contained in this ITQ. Quotes submitted by Bidders that are deemed non-responsive will not be considered or evaluated. Bidder must submit the information and documentation requested in Attachment A that confirms it meets the Minimum Qualification Requirements as stated in Attachment B.

**3.0 Scope**

The successful Bidder shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide portable generators that meets the requirements of the County and as specified in Exhibit 1.

#### **4.0 ITQ Schedule**

Scheduled Item	Scheduled Date
There is no Information Conference scheduled for this solicitation	
Question deadline	July 5, 2019
Final Addendum issued	July 9, 2019
Quote Deadline	July 12, 2019, by 3:00 p.m., ET
Award recommendation	By July 31, 2019

#### **5.0 Quote and Submission Process**

##### **5.01 Quote**

Complete the Quote form that details all costs associated with providing 60 and 40 KW portable generators as specified herein.

##### **5.02 Submission Process**

Submit the Quote by the Quote Deadline stated above to the Procurement Division representative assigned to this solicitation via email at [george.earnest@mymanatee.org](mailto:george.earnest@mymanatee.org) or deliver to 1112 Manatee Ave. West, Bradenton, FL 34205, Suite 803.

#### **6.0 Term**

##### **6.01 Term**

All goods/services must be delivered no later than 30 calendar days from issuance of a valid Purchase Order.

##### **6.02 Terms and Conditions**

A Purchase Order will be issued to the Successful Bidder. The Purchase Order will incorporate the Terms and Conditions of this ITQ, Successful Bidder's Quote and any subsequent information requested from the Successful Bidder by the County. Should a conflict exist between the terms and conditions of this ITQ and the Purchase Order terms and conditions, the terms and conditions in this ITQ shall prevail.

##### **6.03 Payment and Invoices**

Payment will be made in accordance with Florida State Statutes and with a payment schedule approved by the County and the Successful Bidder. Invoices required by this ITQ will be to the County in a manner accepted by the County and will include at a minimum the invoice date, invoice amount, date, goods provided/services performed, and purchase order number.

##### **6.04 Taxes**

All taxes of any kind and character payable for the work done and materials furnished under the Purchase Order will be paid by the Successful Bidder. The laws of the State of Florida provide that sales tax and use taxes are payable by the Successful Bidder upon the tangible personal property incorporated in the work and such taxes will be paid by the Successful Bidder. County is exempt from all State sales taxes.

## **7.0 Quote Requirements**

### **7.01 ITQ Process**

This ITQ will in no manner be construed as a commitment on the part of the County to award a Purchase Order. The County reserves the right to postpone or cancel this ITQ process; to negotiate, select or procure parts of services; to change or modify the ITQ schedule at any time; to award a Purchase Order to another Bidder if the Successful Bidder does not agree to the terms and conditions of this Purchase Order or if the Successful Bidder's performance does not meet the requirements in this ITQ; and to award a Purchase Order based to the lowest responsible, responsive Bidder. The County reserves the right to recover damages from any Successful Bidder that does not perform after the award of such Purchase Order.

### **7.02 Rejection of Quotes**

Quotes containing any omission, alterations of form, additions or conditions not requested, conditional or alternate Quotes, incomplete Quotes, will be considered irregular and may be rejected. The County reserves the right to waive any technicalities and formalities in this ITQ process or in the Quotes thereto and make the award in the best interest of the County. The County may, at its discretion, reject any or all Quotes.

### **7.03 Cost of Preparation**

All costs associated with preparing and delivering the Quote will be borne entirely by the Bidder. The County will not compensate the Bidder for any expenses incurred by the Bidder as a result of this ITQ process.

### **7.04 Questions and Addenda**

All questions concerning this ITQ must be submitted in writing to the Procurement Division prior to the Question Deadline as stated in the ITQ Schedule. It is the responsibility of the Bidder to verify the County received its question or inquiry concerning this ITQ. All questions and answers will be provided to each potential Bidder in the form of an addendum posted on the Procurement webpage of the County website.

### **7.05 Additional Information and Presentations**

The County reserves the right to request additional information, if applicable, from select Bidders based on the needs of the County.

### **7.06 Government Entities**

The County reserves the right to utilize applicable State of Florida contracts or other approved cooperative contracts for any items or services covered by this ITQ when it is in the best interest of the County.

Successful Bidder agrees to make available to all governmental agencies, authorities, departments, and municipalities the Quote prices submitted with the successful Quote should any governmental agency, authority, department, and municipality (collectively referred to as Public Entities) desire to buy under the successful Quote.

The County will not be responsible for any transactions between the successful Bidder and Public Entities that may elect to utilize the successful Quote. All terms, prices and conditions of the successful Quote will apply between the Successful Bidder and Public Entities utilizing the successful Quote. As a condition of using the successful Quote, the Public Entity and Successful Bidder shall hold the County harmless from any claims or lawsuits that may arise. NOTE: Any quantities estimated in this ITQ are for the County requirements only.

**7.07 Basis of Award**

Award(s) will be made to the responsive, responsible Bidder having the lowest quote. The County, at its sole discretion, may make multiple awards based upon groups, price, or other such criteria. When there is a discrepancy between the unit prices and any extended prices submitted by Bidder, the unit prices will prevail.

**7.08 Tie Bids**

Whenever the lowest quote is submitted by two or more responsive, responsible Bidders and are equal with respect to price, quality, and/or service award of the Agreement shall be determined as follows:

- a. The quote received from a local business, as defined below, shall be awarded the Agreement.;
- b. If none or all of the equal Bidders are a local business, the award shall be determined in accordance with Florida Statute 287.07, *Preference to businesses with drug-free workplace programs*.
- c. If none or all of the equal Bidders have a drug-free workplace program, the award shall be determined by a chance drawing to be conducted by the Procurement Official in a publicly noticed meeting.

Local business is defined as a business legally authorized to engage in the sale of goods and/or services which, for at least six months prior to the announcement of the solicitation for quotes, has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas, or Sarasota County, and which has had at least one full-time employee at that location during the qualifying period.

**8.0 ITQ General Terms and Conditions**

**8.01 Binding Offer**

A Bidder's Quote will remain valid for a period of 60 days following the Quote Deadline and will be considered a binding offer to perform the required services and/or provide the required goods. The submission of a Quote will be taken as prima facie evidence that the Bidder has familiarized itself with the contents of this ITQ.

**8.02 Insurance Requirements**

Successful Bidder must maintain the insurance limits and coverages, as identified in Section 9.0, uninterrupted or amended through the term of the Agreement/Purchase Order. In the event the Successful Bidder becomes in default of the insurance requirements the County reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability, will provide that the County, members of the County's governing body, and the County officers, volunteers and employees are included as additional insured.

8.03 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Quote on a contract to provide any goods or services to a public entity; may not submit a Quote on a contract with a public entity for the construction or repair of a public building or public work; may not submit a Quote on leases of real property to a public entity; may not be awarded or perform work as a contractor, 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

8.04 Drug-Free Workplace Program Certification

In accordance with Section 287.087, Florida Statutes, whenever two or more Quotes are equal preference will be given to the Quote received from a business that certifies it has implemented a drug-free workplace program, as detailed in Section 7.08. Bidders must complete and return the Drug-Free Workplace form included with the Quote.

8.05 Convicted Vendor List

A Bidder cannot be listed on the Florida Department of Management Services, Convicted Vendor List, as defined in Section 287.133(3) (d), Florida Statutes. ([www.dms.myflorida.com](http://www.dms.myflorida.com))

8.06 Collusion

More than one Quote from the same Bidder under the same or different names will not be considered. Joint Quotes will not be accepted. Reasonable grounds for believing that a Bidder is submitting more than one Quote will cause the rejection of all Quotes in which the Bidder is involved. Quotes will be rejected if there is reason for believing that collusion exists among Bidders and no participant in such collusion will be considered in any future solicitations for a period of six months following the Quote Deadline for this ITQ.

8.07 Public Disclosure

All documents and other materials or documents submitted by a Bidder in response to this ITQ will become the property of the County. The County is subject to the open records requirements of Florida State Statute Chapter 119, and as such, all materials submitted by the Bidder to the County are subject to public disclosure. The Bidder specifically waives any claims against the County related to the disclosure of any materials if made under a public records request.

8.08 Procurement Protest Policy

Failure to follow the procurement protest policy set out in the County policies constitutes a waiver of the Bidder's protest and resulting claims. A copy of the procurement protest policy may be obtained by contacting the County via mail at [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org).

8.09 Disclosure

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



Quotes 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 Quotes shall be conducted at the public opening.

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

Pursuant to Florida Statute 119.0701, to the extent Successful Bidder is performing services on behalf of County, Successful Bidder must:

- a. Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Manatee County public record policies. Bidder agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by County, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies including but not limited to Section 119.0701, Florida Statutes.
- 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 Successful Bidder 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 Successful Bidder transfers all public records to County upon completion of the contract, the Successful Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Bidder keeps and maintains public records upon completion of the contract, the Successful Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

**IF THE SUCCESSFUL BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT: (941) 742-5845, DEBBIE.SCACCIANOCE@MYMANATEE.ORG, ATTN: RECORDS MANAGER, 1112 MANATEE AVENUE WEST, BRADENTON, FL 34205.**

#### 8.10 Trade Secrets

Manatee County is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as part of a Quote in response to a Invitation to Quote are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes.

Except for materials that are 'trade secrets' as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of a Quote in response to the Invitation to Quote shall belong exclusively to County.

To the extent that Bidder desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the Quote that are not declared as trade secret. In addition, Bidder shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Bidder shall offer a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret. Additionally, Bidder shall provide a hard copy of its Quote that redacts all information designated as trade secret.

In conjunction with trade secret designation, Bidder acknowledges and agrees that:

1. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the Bidders request for trade secret at any time; and
2. County and its officials, employees, agents, and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret throughout the evaluation process and until final execution of any awarded purchase order or contract; and
3. That after notice from County that a public records request has been made pursuant to Bidder's Quote, the Bidder at its sole expense, shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Bidder in response to notice from the County shall be taken immediately, but no later than 10 calendar days from the date of notification or Bidder will be deemed to have waived the trade secret designation of the materials.

Notwithstanding any other provision in this solicitation, designation of the entire Quote as 'trade secret', 'proprietary', or 'confidential' is not permitted and may result in a determination that the Quote is non-responsive.

#### 8.11 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):
  - i. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
  - ii. 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 County.
  - iii. 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 County.

- b. Successful Bidder agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for 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 County's Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Successful Bidder receives a request for such records, it shall immediately contact the County's designated Contract administrator who shall coordinate County's response to the request.

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 in the United States shall be employed under this contract.

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

The successful Bidder shall maintain sole responsibility for the actions of its employees and subcontractors. For the life of the contract, all employees and new employees brought in after contract award shall be verified under the same requirement stated above.

#### 8.12 Lobbying

After the issuance of any solicitation, no prospective Bidders, or their agents, representatives or persons acting at the request of such Bidders, shall contact, communicate with or discuss any matter relating in any way to the solicitation with any County officers, agents or employees, other than the Procurement Official or designee, unless otherwise directed by the Procurement Official or designee. This prohibition includes copying such persons on written communications (including email correspondence) but does not apply to presentations made to evaluation committees or at a County Commission meeting where the Commission is considering approval of a proposed contract/purchase order. This requirement ends upon final execution of the contract/purchase order or at the time the solicitation is cancelled. Violators of this prohibition will be subject to sanctions as provided in the Manatee County Code of Ordinances Section 2-26-31 and 2-26-32. Sanctions may include (a) written warning; (b) termination of contracts; and (c) debarment or suspension.

8.13 License and Permits

The successful Bidder shall be solely responsible for obtaining all necessary license and permit fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, and responsible for the costs of such fees. Successful Bidder is solely responsible for ensuring all work complies with all Federal, State, local, and Manatee County ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

8.14 Health Insurance Portability and Accountability Act (HIPAA)

Any person or entity that performs or assists the County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the County any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder and reasonable assurances that IIHI/PHI will be held confidential;
- e. Making PHI available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;
- g. Making PHI available to the County for an accounting of disclosures; and
- h. Making internal practices, books, and records related to PHI available to the County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The selected Bidder must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

8.15 Minority and/or Disadvantaged Business Enterprise

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

8.16 Quantities

The estimated quantities in this ITQ are provided for tabulation and evaluation purposes only. No guarantee is expressed or implied as to the quantities or dollars that will be used during the Agreement period.

8.17 ePayables

The County offers an ePayable program which allows payments to be made to suppliers via credit cards. If this payment option is selected by the successful Bidder, the Clerk will issue a unique credit card number to the successful Bidder. The card has a zero balance until payments have been authorized. After goods are delivered and/or services rendered, the successful Bidder must submit a proper invoice to the County. When the invoice payment is authorized, an email

notification is sent to the successful Bidder notifying them of the amount that has been placed on the credit card for retrieval.

There is no cost by the County for participation in this program, however, there may be charges applied by the successful Bidder's credit card processing company. Bidder's who are interested in this program may contact the County Clerk's Accounts Payable office.

## 9.0 Insurances and Bonds

Work under the resulting Agreement cannot commence until all insurance coverages indicated herein have been obtained. The cost for insurance coverages is the sole responsibility of successful Bidder. The Successful Bidder shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, proof the following minimum amounts of insurance on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

<b><u>STANDARD INSURANCES</u></b>	<b><u>REQUIRED LIMITS</u></b>
<b>1. <input checked="" type="checkbox"/> Automobile Liability Insurance:</b>	<p>Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:</p> <ul style="list-style-type: none"> <li>• \$ <u>1,000,000</u> Combined Single Limit; OR</li> <li>• \$ <u>500,000</u> Bodily Injury and \$ <u>500,000</u> Property Damage</li> <li>• \$ <u>10,000</u> Personal Injury Protection (No Fault)</li> <li>• \$ <u>500,000</u> Hired, Non-Owned Liability</li> <li>• \$ <u>10,000</u> Medical Payments</li> </ul> <p><i>This policy shall contain severability of interests' provisions.</i></p>
<b>2. <input checked="" type="checkbox"/> Commercial General Liability Insurance:</b> <i>(Per Occurrence form only; claims-made form is not acceptable)</i>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• \$ <u>1,000,000</u> Single Limit Per Occurrence</li> <li>• \$ <u>2,000,000</u> Aggregate</li> <li>• \$ <u>1,000,000</u> Products/Completed Operations Aggregate</li> <li>• \$ 1,000,000 Personal and Advertising Injury Liability</li> <li>• \$ 50,000 Fire Damage Liability</li> <li>• \$ <u>10,000</u> Medical Expense, and</li> <li>• \$ <u>1,000,000</u>, Third Party Property Damage</li> <li>• \$ _____ Project Specific Aggregate (Required on projects valued at over \$<u>10,000,000</u>)</li> </ul> <p><i>This policy shall contain severability of interests' provisions.</i></p>
<b>3. <input checked="" type="checkbox"/> Employer's Liability Insurance</b>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> <li>• \$ <u>100,000</u> Each Accident</li> <li>• \$ <u>500,000</u> Disease Each Employee</li> <li>• \$ <u>500,000</u> Disease Policy Limit</li> </ul>

<p>4. <input checked="" type="checkbox"/> <b>Worker's Compensation Insurance</b></p> <p><input type="checkbox"/> <b>US Longshoremen &amp; Harbor Workers Act Coverage</b></p> <p><input type="checkbox"/> <b>Jones Act Coverage</b></p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> <li>• Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.</li> <li>• If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen &amp; Harbor Workers Act and Jones Act.</li> </ul> <p>Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements.</p> <p>NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.</p>
<p><b><u>OTHER INSURANCES</u></b></p>	<p><b><u>REQUIRED LIMITS</u></b></p>
<p>5. <input type="checkbox"/> <b>Aircraft Liability Insurance</b></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County' a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• \$ _____ Each Occurrence Property and Bodily Injury with no less than <u>\$100,000</u> per passenger each occurrence or a 'smooth' limit.</li> <li>• \$ _____ General Aggregate</li> </ul>
<p>6. <input type="checkbox"/> <b>Unmanned Aircraft Liability Insurance (Drone)</b></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County' a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• \$ _____ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.</li> <li>• \$ _____ General Aggregate</li> </ul>
<p>7. <input type="checkbox"/> <b>Installation Floater Insurance</b></p>	<p>When the contract or agreement <b>does not</b> include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• 100% of the completed value of such addition(s), building(s), or structure(s)</li> </ul>
<p>8. <input type="checkbox"/> <b>Professional Liability and/or Errors</b></p>	<p>Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then</p>

<b>and Omissions (E&amp;O) Liability Insurances</b>	<p>coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <ul style="list-style-type: none"> <li>• \$ _____ Bodily Injury and Property Damage Each Occurrence</li> <li>• \$ _____ General Aggregate</li> </ul>
<p>9. <input type="checkbox"/> <b>Builder's Risk Insurance</b></p>	<p>When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed</li> <li>• The policy shall not carry a self-insured retention/deductible greater than \$10,000</li> </ul> <p>Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.</p>
<p>10. <input type="checkbox"/> <b>Cyber Liability Insurance</b></p>	<p>Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• \$ _____ Security Breach Liability</li> <li>• \$ _____ Security Breach Expense Each Occurrence</li> <li>• \$ _____ Security Breach Expense Aggregate</li> <li>• \$ _____ Replacement or Restoration of Electronic Data</li> <li>• \$ _____ Extortion Threats</li> <li>• \$ _____ Business Income and Extra Expense</li> <li>• \$ _____ Public Relations Expense</li> </ul> <p>NOTE: Policy must not carry a self-insured retention/deductible greater than <u>\$25,000</u>.</p>
<p>11. <input type="checkbox"/> <b>Hazardous Materials Insurance (As Noted)</b></p>	<p>Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p>

	<p><input type="checkbox"/> <b>Pollution Liability</b></p> <ul style="list-style-type: none"> <li>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</li> </ul> <p><input type="checkbox"/> <b>Asbestos Liability (If handling within scope of Contract)</b></p> <ul style="list-style-type: none"> <li>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</li> </ul> <p><input type="checkbox"/> <b>Disposal</b></p> <p>When applicable, Successful Proposer shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.</p> <ul style="list-style-type: none"> <li>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.</li> <li>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.</li> </ul>
<p>12. <input type="checkbox"/> <b>Hazardous Waste Transportation Insurance</b></p>	<p>Successful Proposer shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <ul style="list-style-type: none"> <li>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, per accident.</li> </ul>
<p>13. <input type="checkbox"/> <b>Liquor Liability Insurance</b></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li><u>\$1,000,000</u> Each Occurrence and Aggregate</li> </ul>



<p><b>14. <input type="checkbox"/> Garage Keeper's Liability Insurance</b></p>	<p>Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• Property and asset coverage in the full replacement value of the lot or garage.</li> </ul>
<p><b>15. <input type="checkbox"/> Bailee's Customer Liability Insurance</b></p>	<p>Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• Property and asset coverage in the full replacement value of the County asset(s) in the Successful Proposer's care, custody and control.</li> </ul>
<p><b>16. <input type="checkbox"/> Hull and Watercraft Liability Insurance</b></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• \$ _____ Each Occurrence</li> <li>• \$ _____ General Aggregate</li> <li>• \$ _____ Fire Damage Liability</li> <li>• \$10,000 Medical Expense, and</li> <li>• \$ _____ Third Party Property Damage</li> <li>• \$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000)</li> </ul>
<p><b>17. <input type="checkbox"/> Other (Please Specify)</b></p>	

<b><u>BOND REQUIREMENTS</u></b>	
<b>18. <input type="checkbox"/> Bid Bond</b>	<p>A Bid Bond in the amount of \$_____ or _____% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number.</p> <p>In lieu of the bond, the bidder may file an alternative form of security in the amount of \$_____ or _____% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County.</p> <p>NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.</p>
<b>19. <input type="checkbox"/> Payment and Performance Bond</b>	<p>A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award.</p> <p>NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.</p>

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## INSURANCE REQUIREMENTS

### **I. THE POLICIES BELOW ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:**

#### **1. Commercial General Liability and Automobile Liability Coverages**

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the Successful Bidder, his agents, representatives, and employees; products and completed operations of the Successful Bidder; or automobiles owned, leased, hired or borrowed by the Successful Bidder. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the Successful Bidder shall provide the endorsement that evidences Manatee County being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The Successful Bidder's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Successful Bidder's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form, unless specifically noted otherwise.

#### **2. Workers' Compensation and Employers' Liability Coverages**

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Successful Bidder for the County.

### **II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:**

1. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, Successful Bidder shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above. In addition, when requested in writing from the County, Successful Bidder will provide the County with a certified copy of all applicable insurance policies. The address where such certificates and certified policies shall be sent or delivered is as follows unless otherwise provided:

**Manatee County, a Political Subdivision of the State of Florida  
Attn: Procurement Division  
1112 Manatee Avenue West  
Bradenton, FL 34205**

2. The project's solicitation number and title shall be listed on each Certificate of Insurance or policy.
  3. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.
  4. Successful Bidder shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
  5. Successful Bidder agrees that should at any time Successful Bidder fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this contract.
  6. The Successful Bidder waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
  7. The Successful Bidder has sole responsibility for all insurance premiums and policy deductibles.
  8. It is the Successful Bidder's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Bidder shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Successful Bidder shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all the requirements set forth to the procurement representative.
  9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the Successful Bidder's deductible or self-insured retention and to require that it be reduced or eliminated.
- III. Successful Bidder understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of Successful Bidder's obligation to provide and maintain the insurance coverage specified.
- IV. Successful Bidder understands and agrees that the County does not waive its immunity and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.
- V. The enclosed Hold Harmless Agreement shall be signed by the Successful Bidder and shall become a part of the contract.
- VI. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

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**EXHIBIT 1**  
**SPECIFICATIONS**

EXHIBIT 1, SPECIFICATION  
ITQ 19-R071672GE, PORTABLE GENERATORS

**A. BACKGROUND INFORMATION**

It is the intent of this ITQ to secure diesel-powered trailer mounted generators for supplying emergency power to Manatee County lift stations. This equipment shall be new, factory and field tested, and ready for operation. The generator sets must be Kohler, Caterpillar, Katolight, Cummins or Generac brands only. Construction and design shall be in accordance with the best industry standards and units shall be equipped with all the necessary accessories and controls to meet the intended use of providing power to municipal water utility lift stations.

**B. SCOPE**

The Successful Bidder (hereinafter in this Scope referred to as Supplier) shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide 60- and 40-KW portable generators that will meet the requirements of this ITQ.

**C. GENERAL REQUIREMENTS**

The Supplier shall provide the following general requirements:

1. A comprehensive, no deductible warranty shall be supplied for the complete electrical power system (the generator set, controls and associated switches, switchgear, automatic transfer switch and all accessories) supplied for each installation. The complete systems shall be warranted by the manufacturer against defects in materials and workmanship for a period of five (5) years or 1500 hours of operation; whichever occurs first from the date of system startup. This warranty coverage shall include parts, labor, and travel expenses.
2. The warranty of the coating of the enclosure and fuel tank shall be a non-deductible, unlimited warranty against rust and corrosion of any coated part of the enclosure for a period of ten (10) years.
3. The standby electric power systems shall be designed, fabricated and tested by the manufacturer so that there is one source of supply and responsibility. The manufacturer shall have been regularly engaged in the production of diesel engine driven electric sets and associated control products for the last five (5) years. The Supplier shall maintain on-site parts and service in addition to having 24 hour call-out service available 365 days per year. The Supplier shall maintain a business facility within 75 miles of the delivery point.

**D. SERVICE REQUIREMENTS**

Supplier's services shall include but not be limited to the following:

1. Delivery for all units must be made to 1022 26<sup>th</sup> Avenue East, Bradenton, FL 34208. The quoted cost must include all expenses to include, but not be limited to, mileage and travel time for equipment and/or personnel.
2. Within five (5) business days of delivery, the Supplier shall provide a start-up of the generator set(s) for a complete test of functionality to all requirements as specified.
3. The Supplier shall provide enough fuel for this start-up test.
4. Two copies of OEM Manufacturer provided owner's manuals must be provided with each generator set.
5. The Supplier shall provide a minimum of one-hour's training for each type of generator set: 60 KW and 40 KW.

**E. TECHNICAL SPECIFICATIONS**

The Supplier shall provide goods that meet the following technical specifications:

1. Portable, diesel engine driven electric sets to provide standby power of 60KW, 75 KVA @

EXHIBIT 1, SPECIFICATION  
ITQ 19-R071672GE, PORTABLE GENERATORS

480/240V, 3 phase, 60 hertz.

2. An engine/generator control console system shall be provided as specified.
3. Trailer and weatherproof sound attenuated enclosure shall be provided as specified.
4. Accessories shall be provided as follows:
5. Generator sets shall be equipped with separate, 25' power cords and one adapter cord. One power cord shall be used to provide 240 volts and the other power cord will be used to provide 480 volts. Adapter cord shall be used to adapt the Russell Stoll JPS1044FR to a Russell Stoll JRBS2044FR receptacle. All cords shall be type G, stranded copper, sized in accordance with the National Electrical Code and equipped with the following connect:
  - a. 240-volt power cord, JPS1044FR,
  - b. 480-volt power cord, JPS2034HR,
  - c. Each power cord must be direct wired to a separate circuit breaker within the enclosure and equipped with strain reliefs,
  - d. An adapter cable must be comprised of a short section of the specified cable with a Russell Stoll JCS 1044FR connector on one end and a Russell Stoll JPS2044HR connector on the other end and
  - e. All connectors must be wired for "Clockwise" rotation with the "High Leg" on the B Phase.

**F. ENGINE SPECIFICATIONS**

1. The engine shall be stationary, liquid cooled, full diesel, compression ignition, four-stroke cycle, multi-cylinder of either vertical in-line or V-type. The engine shall be arranged for direct connection to an alternating current generator. Fuel injection and valves shall not require adjustment while in service. The engine shall be naturally aspirated or turbo charged.
2. The engine shall be certified by the engine manufacturer as capable by developing enough brake horsepower to drive a generator yielding the KW capacity as specified on a continuous standby basis under the environmental conditions listed.
3. The engine speed shall not exceed 1800 RPM at full rated load.
4. The engine generator set shall be provided with a precision governor of the constant speed type. The governor shall be capable of maintaining a steady band width of not more than +/- .25% at any constant load, from no load to full load. The governor must maintain governed speed within three hertz from no load to full load.
5. The engine will be equipped with an electric, DC starting motor, positive engagement of enough capacity to crank the engine at starting speed for one minute without overheating.
6. The engine shall be equipped with a belt-driven, battery-charging alternator, 12 volt or 24 volt as required to recharge the batteries to normal starting requirements after starting of the electric set.
7. The engine shall be equipped with the following protective devices and an indicating light for use with each device listed:
  - a. High engine temperature safety shutdown,
  - b. Low oil pressure safety shutdown,
  - c. Engine over-speed safety shutdown and
  - d. Loss of coolant.
8. A lead-acid, heavy-duty battery shall be furnished with enough capacity to provide a minimum of three full-cycle starts.
9. A suitable automatic voltage-regulated battery float charger, with a maximum charge rate as recommended by the manufacturer, shall be provided to maintain the batteries at full capacity

EXHIBIT 1, SPECIFICATION  
ITQ 19-R071672GE, PORTABLE GENERATORS

during standby conditions. An ammeter shall indicate the charge rate and the circuits shall be protected by either fuses or circuit breakers. The charger shall be designed so that it will not be damaged during the engine cranking. The charger shall be both solar and 120 V.A.C. and shall be permanently installed on and within the generator enclosure. The charger shall be wired directly to the batteries and equipped with a 25' power cord to allow charging of the batteries when not in use. The power cord shall be OSHA approved and stored within the enclosure.

10. The unit console shall contain the following gauges:
  - a. Oil pressure gauge,
  - b. Coolant temperature gauge,
  - c. Engine running time gauge and
  - d. Battery charge rate ammeter.
11. The engine shall be furnished with a cooling system having enough capacity for cooling the engine when operating at full-rated load at the ambient temperatures specified. The engine shall be radiator-cooled, with a pusher fan of the type and capacity as recommended by the engine manufacturer. The cooling system will be supplied with corrosion inhibitor and/or ethylene glycol base antifreeze to meet the specified ambient temperature.
12. The engine shall include primary and secondary fuel filters with replaceable elements, and an engine-driven, mechanical, positive-displacement fuel pump, all mounted on the engine.
13. A fuel tank shall be provided of sufficient size to operate the unit at full-rated load for a minimum of twenty-four (24) hours without refueling. The fuel tank shall be equipped with a mechanical level gauge and a fill pipe and cap.
14. The engine will be furnished with a gear-type lube oil pump which will furnish oil under pressure to moving parts. Full-flow lube oil filters will be provided, in addition to a bypass valve, which will allow lube oil circulation in the event of a failure of the filtering system.

**G. GENERATOR SPECIFICATIONS**

1. The generator shall be of the salient pole synchronous type and rated for 60 Hertz operation. The generator shall be a revolving-field, brushless type, employing rotor amortisseur windings to improve the A.C. waveform and reduce field heating. The generator shall be single-bearing design, direct-coupled to the engine by means of a semi-flexible disc coupling.
2. The exciter shall be three-phase, full-wave, rectified with silicon diodes, mounted on a common rotor and sized for maximum motor starting.
3. The generator insulation class shall be in accordance with the latest NEMA-MG-1-22.40 requirements.
4. The generator shall be provided with a power terminal cabinet of adequate size for connection of load conductors.
5. An automatic voltage regulator will be supplied to match the generator and exciter characteristics. It must be solid state. It will regulate the generator output voltage from no-load to full-load within +/- 2%. A voltage adjust potentiometer must be included which will provide an adjustment range of +/- 5% of the output voltage. The regulator response to a full load application shall be a maximum of two (2) seconds to a steady state band of +/- 2%.
6. The generator shall be designed to allow switching from 240 volts to 480 volts via a voltage selection switch. The generator set shall have a lighted, unit-mounted, control console that is wired, tested and shock-mounted by the manufacturer. The control console shall contain the following (in addition to applicable items listed in the engine specifications and the generator specifications as per above):



EXHIBIT 1, SPECIFICATION  
ITQ 19-R071672GE, PORTABLE GENERATORS

- a. Panel lights with an on-off switch,
- b. AC Voltmeter,
- c. AC Ammeter,
- d. Voltmeter selector switch, 4-position,
- e. Ammeter selector switch, 4-position,
- f. Frequency meter,
- g. Manual RUN/STOP selector switch and
- h. Emergency light ON/OFF switch.

**H. ENCLOSURE SPECIFICATIONS**

- 1. The generator set shall be enclosed in a weather-protective housing constructed of heavy-gauge, reinforced aluminum or powder coated steel. The housing shall be attached to the generator set standard mounting base and radiator cooling. The generator set and enclosure shall be designed to operate fully during wind-driven rainstorms.
- 2. The enclosure shall be a low noise or sound attenuated enclosure. The noise level at any load operating condition, in any direction from the enclosure, shall not exceed 71 db. The enclosure shall provide easy access to the generator and engine via hinged pad-lockable panels on each side. A rear hinged door with a pad-lockable handle shall be provided to permit access to the control console.
- 3. The enclosure shall be designed to permit enough flow of fresh air for efficient cooling and combustion.
- 4. An exhaust silencer, of the residential type, shall be designed to provide maximum degree of silencing. It shall be installed with a stainless steel, flexible exhaust tubing for vibration isolation and equipped with a heat shield and brackets to protect the enclosure from radiated exhaust system heat. Vertical discharge exhausts shall be equipped with a rain cap.
- 5. Each unit shall be equipped with one amber flashing emergency warning LED light located on the top rear of the enclosure and equipped with an on-off switch mounted in the console.

**I. TRAILER SPECIFICATIONS**

The generator set and enclosure shall be installed on a dual-axle, heavy-duty trailer assembly with a maximum width of seventy (70) inches from the outside of the wheel fenders and equipped with:

- 1. Pneumatic, high-speed tires, 8-ply, 16" wheels,
- 2. Leaf spring on axle,
- 3. D.O.T. required lighting (direct wiring, no splices),
- 4. Safety chains and grab hooks,
- 5. Heavy-duty bumper,
- 6. Heavy-duty retractable jack stand for the trailer tongue,
- 7. Electric brakes,
- 8. 2-5/16" ball coupler,
- 9. Storage compartment for all specified cables, ground rods, tools, etc.,
- 10. Fuel tank as specified,
- 11. Slow-moving vehicle sign,
- 12. Spare tire with secured mounting bracket and
- 13. Tire jack with lug wrench for changing tires.

End of Exhibit 1

**EXHIBIT 2**  
**MINIMUM QUALIFICATIONS**

EXHIBIT 2, MINIMUM QUALIFICATIONS  
ITQ 19-R071672GE, PORTABLE GENERATORS

Bidders must submit the information and documentation requested that confirms Bidder meets the following minimum qualification requirement(s):

1. Must be registered with the State of Florida, Division of Corporations to do business in Florida.  
**No documentation is required. The County will verify registration.**
2. The Bidder has provided 40- and 60-KW portable generators for at least three (3) clients since June, 2016 each of which included the following components: delivery, training and start-up of portable generators.

**Provide the following information for the three (3) qualifying clients.**

- a) Name of client
  - b) Location (City/State)
  - c) Client contact name
  - d) Contact phone
  - e) Contact email
  - f) Service dates (Start/End)
  - g) Components
3. Bidder is NOT on the Florida State Board of Administration, Scrutinized List of Prohibited Companies listed on the SBAFLA website.  
**No documentation is required. The County will verify**
  4. Bidder has not been convicted of a public entity crime per Section 287.133, Florida Statutes or environmental law in the past five years.

**Bidder must complete Attachment C and submit with its Quote attesting that it has not been convicted of a public entity crime or environmental law in the past five years. The County will verify.**

5. Bidder is not on the Federal Convicted Vendor or Excluded Parties list (SAM/EPLS).  
**No documentation is required. The County will verify.**
6. If Bidder is submitting as a joint venture must file the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the Due Date and Time.

**If Bidder is a joint venture, provide a copy of the Bidder's approved filing with the Florida Department of Business and Professional Regulation. If Bidder is not a joint venture, provide a statement to that effect.**

7. Bidder has no reported conflict of interests in relation to this ITQ.  
**Disclose the name of any officer, director or agent who is also an employee of the County. Disclose the name of any County employee who owns, directly or indirectly, any interest in the Bidder's firm or any of its branches. If no conflicts of interests are present, the Bidder must submit a statement to that affect.**

END OF EXHIBIT 2

### **ATTACHMENTS**

Bidder must complete and return all Attachments with its Quote.

**ATTACHMENT A**  
**ACKNOWLEDGMENT OF ADDENDA**  
**ITQ No. 19-R071672GE, PORTABLE GENERATORS**

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:

Print or type Bidder's information below:

_____ Name of Bidder	_____ Telephone Number	
_____ Street Address	_____ City/State/Zip	
_____ Email Address	_____ Website Address	
_____ Print Name & Title of Authorized Officer	_____ Signature of Authorized Official	_____ Date

Bidder must fully execute and return this form with its Bid.

**ATTACHMENT B**  
**BID SIGNATURE FORM**  
**ITQ No. 19-R071672GE, PORTABLE GENERATORS**

The undersigned represents that:

- (1) By signing the bid, that he/she has the authority and approval of the legal entity purporting to submit the bid and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable;
- (2) All facts and responses set forth in the bid are true and correct;
- (3) By submitting a bid and signing below, the Bidder agrees to all terms and conditions in this IFB, which incorporates all addenda, appendices, exhibits, and attachments, in its entirety, and is prepared to sign the Contract as written. The Respondent understands that if it submits exceptions to the Contract in its Response, the Respondent's Response may be determined non-responsive; and
- (4) The Bidder, which includes all companies included in a partnership or joint venture, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Print or type Bidder's information below:

_____ Name of Bidder	_____ Telephone Number
_____ Street Address	_____ City/State/Zip
_____ Email Address	_____ Web Address
_____ Print Name & Title of Authorized Officer	_____ Signature of Authorized Officer      Date

Bidder must fully execute and return this form with its Bid.

**ATTACHMENT C**  
**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**  
ITQ No. 19-R071672GE, PORTABLE GENERATORS

SWORN STATEMENT PURSUANT TO SECTION 2-26 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 Manatee County by \_\_\_\_\_.  
[print individual's name and title]

For \_\_\_\_\_  
[name of entity submitting sworn statement]

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

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement):

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

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

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

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

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

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein

above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors.

For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests amount 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 Manatee County's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Manatee County.

I UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE PROCUREMENT DIVISION OR THE COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ by \_\_\_\_\_.

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

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

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

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



**Attachment D**  
**INSURANCE STATEMENT**  
**ITQ No. 19-R071672GE, PORTABLE GENERATORS**

**THE UNDERSIGNED** has read and understands the insurance requirements applicable to any contract resulting from this solicitation and shall provide the insurances required by this Attachment within ten (10) days from the date of Notice of Intent to Award.

Bidder Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature  
(Authorized  
Official):  
\_\_\_\_\_

Printed Name/Title:  
\_\_\_\_\_

Insurance Agency:  
\_\_\_\_\_

Agent Name: \_\_\_\_\_ Agent Phone: \_\_\_\_\_

***Return this signed statement with your Quote.***

ATTACHMENT E  
QUOTE FORM

**ITQ #19-R071672GE, PORTABLE GENERATORS**

We propose to provide the following equipment as specified per the following pricing:

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	60 Kilowatt Generators	2 Each	\$	\$
2	40 Kilowatt Generator	1 Each	\$	\$
<b>TOTAL QUOTE PRICE (sum of items 1 and 2 extended prices)</b>			\$	

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