

ITQ NO. 21-R075232TB  
KITCHEN AND LAUNDRY  
APPLIANCE REPAIR  
SERVICES  
(931-30, 934-42)  
NOVEMBER 6, 2020

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. 21-R075232TB  
KITCHEN AND LAUNDRY APPLIANCE REPAIR SERVICES**

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 kitchen and laundry appliance repair services, as specified in this Invitation to Quote (ITQ).

**DATE, TIME AND PLACE DUE:**

The Due Date and Time for submission of Quotes in response to this ITQ is **November 23, 2020 at 3:00 P.M. ET**. Quotes must be delivered via email to [tianna.boswell@mymanatee.org](mailto:tianna.boswell@mymanatee.org) or to the following location: Manatee County Administration Building, Procurement Division, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205.

**SOLICITATION INFORMATION CONFERENCE:**

There is no Information Conference scheduled for this solicitation.

**QUESTIONS AND CLARIFICATION REQUESTS:**

Submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this ITQ to the Manatee County Procurement Division by November 15, 2020. 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 8.13 carefully to avoid violation and possible sanctions.**

**DESIGNATED PROCUREMENT CONTACT:**

**Tianna Boswell, Buyer**

(941) 749-3043, Fax (941) 749-3034

Email: [tianna.boswell@mymanatee.org](mailto:tianna.boswell@mymanatee.org)

Manatee County Financial Management Department  
Procurement Division

AUTHORIZED FOR RELEASE:

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**INVITATION TO QUOTE  
KITCHEN AND LAUNDRY APPLIANCE REPAIR SERVICES  
ITQ NO. 21-R075232TB**

**1.0 Background and Contact Information**

The Manatee County Government (County) issues this ITQ for Kitchen and Laundry Appliance Repair Services. 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**

The County's Property Management Department oversees the commercial kitchen and laundry appliances located at the County's Detention facilities and other County facilities. The County is requesting quotes from qualified contractors for the provision of kitchen and laundry appliance repair services.

**1.02 Contact Information**

The County representative regarding this ITQ is:

- **Tianna Boswell**
- [tianna.boswell@mymanatee.org](mailto:tianna.boswell@mymanatee.org)
- **941-749-3043**

**2.0 Due Diligence**

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 Exhibit 2 and have the capability to perform the Scope of Services contained in this ITQ. Quotes submitted by Bidders that are deemed non-responsible will not be considered or evaluated. Bidder must submit the information and documentation requested in Exhibit 2 that confirms it meets the Minimum Qualification Requirements as stated in Exhibit 2.

**3.0 Scope**

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

**4.0 ITQ Schedule**

Scheduled Item	Scheduled Date
Question and Clarification Deadline	November 15, 2020
Offer Response Due Date and Time	November 23, 2020 at 3:00 P.M.
Projected Award	November of 2020

## **5.0 Quote and Submission Process**

### **5.01 Quote**

Complete the Quote form that details all costs associated with providing kitchen and laundry appliance repair services 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 to [tianna.boswell@mymanatee.org](mailto:tianna.boswell@mymanatee.org) or to the following location: Manatee County Administration Building, Procurement Division, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205.

## **6.0 Term**

### **6.01 Term**

The Agreement shall be for a term of three (3) years with the option to renew for one (1) additional two-year term.

### **6.02 Terms and Conditions**

An Agreement will be issued to the Successful Bidder and 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 Agreement terms and conditions, the terms and conditions in the Agreement 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 attachment 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 on the Procurement webpage of the County website  
[www.mymanatee.org](http://www.mymanatee.org).



## 8.09 Disclosure

Upon receipt, all inquiries and responses to inquiries related to this ITQ 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 an ITQ 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 ITQ 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:

- a. 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
- b. 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
- c. 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.

#### 8.12 e-Verify

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.

#### 8.13 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.

#### 8.14 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.

#### 8.15 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.

**8.16 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.

**8.17 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.

**8.18 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**

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):

## REQUIRED INSURANCES

### **Automobile Liability Insurance Required Limits**

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:

- \$1,000,000 Combined Single Limit; OR
- \$ 500,000 Bodily Injury and \$500,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$500,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

*This policy shall contain severability of interests' provisions.*

### **Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)**

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:

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$        Project Specific Aggregate (Required on projects valued at over \$10,000,000)

*This policy shall contain severability of interests' provisions.*

### **Employer's Liability Insurance**

Coverage limits of not less than:

- \$100,000 Each Accident
- \$500,000 Disease Each Employee
- \$500,000 Disease Policy Limit

### **Worker's Compensation Insurance**

**US Longshoremen & Harbor Workers Act**

**Jones Act Coverage**

Coverage limits of not less than:

- 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.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

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. 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.

## **OTHER INSURANCES**

### **Aircraft Liability Insurance Required Limits**

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:

- \$ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a 'smooth' limit
- \$ General Aggregate

### **Un-Manned Aircraft Liability Insurance (Drone)**

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:

- \$ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage
- \$ General Aggregate

### **Installation Floater Insurance**

When the contract or agreement **does not** 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:

- 100% of the completed value of such addition(s), building(s), or structure(s)

### **Professional Liability and/or Errors and Omissions (E&O) Liability Insurances**

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 coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- \$ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- \$ 2,000,000 General Aggregate

**Builder’s Risk Insurance**

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:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than \$10,000

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.

**Cyber Liability Insurance**

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:

- \$ Security Breach Liability
- \$ Security Breach Expense Each Occurrence
- \$ Security Breach Expense Aggregate
- \$ Replacement or Restoration of Electronic Data
- \$ Extortion Threats
- \$ Business Income and Extra Expense
- \$ Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000.

**Hazardous Materials Insurance (As Noted Below)**

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. 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:

**Pollution Liability**

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.



***Asbestos Liability (If handling within scope of Contract)***

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

***Disposal***

When applicable, SUPPLIER shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate
- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate

**Hazardous Waste Transportation Insurance**

SUPPLIER 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.

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:

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, per accident

**Liquor Liability Insurance**

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:

- 1,000,000 Each Occurrence and Aggregate

**Garage Keeper’s Liability Insurance**

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.

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:

- Property and asset coverage in the full replacement value of the lot or garage.

**Bailee’s Customer Liability Insurance**

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.

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:

- Property and asset coverage in the full replacement value of the County asset(s) in the SUPPLIER'S care, custody and control

**Hull and Watercraft Liability Insurance**

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:

- \$ Each Occurrence
- \$ General Aggregate
- \$ Fire Damage Liability
- \$10,000 Medical Expense, and
- \$ Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

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## **EXHIBITS**

## **EXHIBIT 1, SCOPE OF SERVICES/SPECIFICATIONS**

### **1.01 BACKGROUND INFORMATION**

The County's Property Management Department oversees the commercial kitchen and laundry appliances located at the County's Detention facilities and other County facilities. The County is requesting quotes from qualified contractors for the provision of kitchen and laundry appliance repair services.

### **1.02 SCOPE**

The Successful Bidder (hereinafter in this Scope referred to as Contractor) shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide kitchen and laundry appliance repair services that will meet the requirements of the Agreement. Commercial kitchen appliance repair services and laundry appliance repair services are separate; quotes can be submitted for just one or both services (reference Exhibit 3, Pricing Form).

### **1.03 CONTRACTOR'S REQUIREMENTS**

The Contractor shall:

- A. Provide kitchen and/or laundry appliance repair services and cost-plus percentage markup service materials, parts, and equipment on an as-needed basis.
- B. Provide new installations, replacements, and repairs.
- C. Provide experienced staff who are proficient in servicing, diagnosing, and repairing all types of commercial kitchen and laundry appliances.
- D. Ensure that no single project exceeds \$100,000.
- E. Ensure that an Original Equipment Manufacturer (OEM) receipt is provided with all invoices for all parts in excess of \$25.00/each.
- F. Ensure no Contractor mark-up for rental equipment used for services, installations, and repairs.
- G. Ensure that the Contractor will be on site during regular County business hours, Monday through Friday 8:00 AM to 5:00 PM, commencing services within two (2) hours of the initial call placed by the Manatee County Contract Manager (MCCM) or designee.
- H. Ensure that the Contractor will be on site outside of regular County business hours (overtime hours), commencing services within four (4) hours of the initial call placed by the MCCM or designee.
- I. Coordinate with the MCCM, or designee, for all services at the Corrections Bureau, Judicial Center, and Court House facilities prior to showing up on site.
- J. Ensure that the MCCM, or designee, is notified when the Contractor has arrived on site and is being processed through security for all services at the Corrections Bureau, Judicial Center, and Court House facilities.
- K. Provide a written Service/Inspection Report for all service requests, detailing the conditions and status of the appliances/equipment, to the MCCM or designee. All Service/Inspection Reports must include the following:
  1. Arrival and departure times of every technician on the job;
  2. Date and location services were performed;

3. Parts, equipment, and service material provided;
  4. Services performed;
  5. Details of all conditions found which may adversely affect the proper function of the systems; and
  6. Signature from the MCCM, or designee, from the service site.
- L. Provide a signed hardcopy of the Service/Inspection Report to the MCCM, or designee, prior to leaving the service site.
- M. Provide an itemized invoice for all service requests. All invoices must include the following:
1. Labor hours;
  2. Requestor of services;
  3. All parts, equipment, and service material covered under markup;
  4. OEM receipts for all parts in excess of \$25.00/each; and
  5. Receipts for rental equipment used for all services, installations, and repairs.
- N. Ensure all invoices are sent to:  
 Manatee County Clerk of the Circuit Court  
 PO Box 1000  
 Bradenton, FL 34206-1000  
 Or e-mailed to: [invoice@manateeclerk.com](mailto:invoice@manateeclerk.com)

#### **1.04 COUNTY RESPONSIBILITIES**

The County shall:

- A. Ensure work is within the parameters of satisfactory performance.
- B. Allow the Contractor to remedy any failed services, delays, or conflicts within a notified timeframe.
- C. Obtain services from an alternate contractor if work is not corrected or the Contractor fails to remedy any problems that arise.

#### **1.05 APPLICATION FOR FACILITY ENTRY**

Provide a completed Application for Facility Entry and Sexual Assault/Abuse Awareness/History forms for all trained staff installing, servicing, diagnosing, and repairing any equipment at the Corrections Bureau, Judicial Center, and Court House facilities. Reference Exhibit 5, Applications for Facility Entry Forms, to review sample forms. Contractor must submit completed forms along with mandatory background checks at secure sites prior to initiating services.

#### **1.06 AWARD**

The term of the Agreement shall be for a period of three (3) years with the option to renew for one (1) additional two-year term, not to exceed five (5) years. Services are on an as-needed basis only. The County reserves the right to award to multiple Bidders by group. The County may solicit additional quotes for new equipment to confirm competitive pricing and may request the Contractor to submit a quote for installation.

#### **END EXHIBIT 1**

## **EXHIBIT 2, MINIMUM QUALIFICATIONS**

Bidders must submit the information and documentation requested that confirms Bidder meets the following minimum qualification requirements:

1. Bidder 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 must have provided services for at least three (3) commercial clients each of which included the following components: service, installations, and repairs of kitchen appliances; and/or service, installations, and repairs of laundry appliances. The services must have been provided within the last five (5) years.

**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); and g) Components.**

3. Bidder has not been convicted of a public entity crime per Section 287.133, Florida Statutes or environmental law in the past five (5) years.

**Bidder must complete and submit Attachment C, Public Contracting and Environmental Crimes Certification, with its Quote.**

4. Bidder is not on the Florida Department of Management Services Suspended, Debarred, Convicted Vendor List.

**No documentation is required. The County will verify.**

5. If Bidder is submitting as a joint venture, Bidder 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 for submission of Quotes in response to this ITQ.

**If Bidder is submitting as a joint venture, Bidder must provide a copy of their approved filing with the Florida Department of Business and Professional Regulation.**

6. Bidder has no reported conflict of interests in relation to this ITQ.

**If Bidder has no reported conflict of interest in relation to this ITQ, Bidder must provide a statement to that effect.**

**END EXHIBIT 2**

**EXHIBIT 3, PRICING FORM  
ITQ NO. 21-R075232TB**

**GROUP A: COMMERCIAL KITCHEN APPLIANCE REPAIR SERVICES**

<b>Group A</b>	<b>Kitchen Appliance Services</b>	<b>Unit Price</b>	<b>Estimated Quantity</b>	<b>Extended Price</b>
<b>1</b>	<b>Regular Time Labor</b> (M-F, 8-5) (on-site time only, no travel charges will be accepted)	\$	X 40 HR	\$
<b>2</b>	<b>Overtime Labor</b> (all hours outside of regular hours) (on-site time only, no travel charges will be accepted)	\$	X 10 HR	\$
<b>3</b>	<b>Markup Percentage for Service Materials, Parts and New Equipment</b> (OEM receipts must be submitted with invoices for ALL parts in excess of \$25.00/each)	%	X \$5,000.00	\$
<b>TOTAL QUOTE PRICE FOR AWARD PURPOSES</b> (sum of item totals for Group A from 1 to 3)				\$

**GROUP B: COMMERCIAL LAUNDRY APPLIANCE REPAIR SERVICES**

<b>Group B</b>	<b>Laundry Appliance Services</b>	<b>Unit Price</b>	<b>Estimated Quantity</b>	<b>Extended Price</b>
<b>1</b>	<b>Regular Time Labor</b> (M-F, 8-5) (on-site time only, no travel charges will be accepted)	\$	X 40 HR	\$
<b>2</b>	<b>Overtime Labor</b> (all hours outside of regular hours) (on-site time only, no travel charges will be accepted)	\$	X 10 HR	\$
<b>3</b>	<b>Markup Percentage for Service Materials, Parts and New Equipment</b> (OEM receipts must be submitted with invoices for ALL parts in excess of \$25.00/each)	%	X \$5,000.00	\$
<b>TOTAL QUOTE PRICE FOR AWARD PURPOSES</b> (sum of item totals for Group B from 1 to 3)				\$

**EXHIBIT 4, INVENTORY SHEET**

<b>Jail Farm</b>	<b>Type</b>	<b>Make</b>	<b>Model</b>	<b>Serial</b>
	Ice Maker	Hoshizaki	KM-1340MAJ	H00060C
<b>Annex Kitchen</b>	<b>Type</b>	<b>Make</b>	<b>Model</b>	<b>Serial</b>
	Ice Maker	Manitowoc	SD1402A	110562227
	Re-Therm	Vulcan	VCH8SLP	481882521
	Stack Oven	Vulcan	VC6GD-9	481700682
	Stack Oven	Vulcan	VCGD-9	481700768
	Mixer	Food Machine	MIX8160	60925
	Mixer	Univex	SRM12	Serial# N/A
	Heated Holding Cabinet	Doyon	Model# DR9	Serial# 085
	Heated Holding Cabinet	Henny Penny	HC908	Serial# N/A
	Dish Machine	Douglas Machines Corp	SD-36	06-7801
	Gas Grill	Anets Golden Grill	SG-30X48	Serial# 67414
	Tilt Kettle	Cleveland	KGL-60-T	WT5531-06J-01
	Steamer	Cleveland	24CGA10	WC98356-06J-01
	Tilt Kettle (Square)	Cleveland	Model# N/A	Serial# N/A
<b>Jail Bakery</b>	<b>Type</b>	<b>Make</b>	<b>Model</b>	<b>Serial</b>
	Rack Oven	LBC	LRO-2G	78281
	Big Mixer	Moline	Model# N/A	Serial# N/A
	Mid-Size Mixer	Hobart	L-800	11-1023-890
	Small Mixer	Anvil	Mix7120	51213
	Stack Oven	Vulcan	VC6GD11D1	481704555
	Stack Oven	Vulcan	VC6GD11D1	481700681
	Stove	Vulcan	24L-559	481544594
<b>Jail Kitchen</b>	<b>Type</b>	<b>Make</b>	<b>Model</b>	<b>Serial</b>
	Refrigerator	True	TS49	4463036
	Refrigerator	True	T-23	1-2473229
	Refrigerator	True	AK4476Y	1-2515080
	Ice Maker	Hoshizaki	KMO-880MAJ	H00422J
	Ice Maker	Monitowoc	SY0854A	040565585
	Ice Maker	Monitowoc	SD1402A	110911824
	Steamer	Vulcan	C24DA10	46-3004599
	Steamer	Vulcan	C24DA10	46-3004596
	Steamer	Vulcan	C24DA10	46-3004598
	Steamer	Vulcan	C24DA10	46-3004597
	Stack Oven	Vulcan	VC6GD-9-11D1	48-1700519
	Stack Oven	Vulcan	VC6GD-9-11D1	48-1704554
	Stack Oven	Vulcan	VC6GD-9-11D1	54-1006274
	Stack Oven	Vulcan	VC6GD-9-11D1	48-1699736
	Stack Oven	Vulcan	VC6GD-9-11D1	48-1699737
	Stack Oven	Vulcan	VC6GD-9-11D1	48-1700520
	Stack Oven	Vulcan	VC6GD-9-11D1	54-1006372
	Small Electric Kettle	Groen	DEE14-40	79442
	Big Electric Kettle	Groen	11-40	79394
	Tilt Kettle	Cleveland	KDL-60-T	160423053056
	Cookchill Pump Kettle	Cleveland	HAMKDL-100-CC-S	9330
	Dish Machine	Hobart	AM Select	Serial# N/A



**EXHIBIT 4, INVENTORY SHEET**

	Fryer	Vulcan	LG300	DV-1031737
<b>Jail Pods</b>	<b>Type</b>	<b>Make</b>	<b>Model</b>	<b>Serial</b>
Medical	Retherm	Vulcan	VCH8SLP	481882514
H/S	Retherm	Vulcan	VCH8SLP	481882515
D	Retherm	Vulcan	VCH8SLP	481882511
G1	Retherm	Vulcan	VCH8SLP	481882510
F	Retherm	Vulcan	VCH8SLP	481882520
G2	Retherm	Vulcan	VCH8SLP	481882516
G3	Retherm	Vulcan	VCH8SLP	481882518
G4	Retherm	Vulcan	VCH8SLP	481882519
T	Retherm	Vulcan	VCH8SLP	481882522

<b>Annex Laundry</b>	<b>Type</b>	<b>Make</b>	<b>Model</b>	<b>Serial</b>
	Washer	Dexter	WCN55AEH	106102
	Washer	Dexter	WCN55AEH	408099
	Washer	Dexter	WCN55AEH	408771
	Washer	Huebsch	HC60ACFXU60001	0604913859
	Washer	Huebsch	HC60ACFXU60001	0512903754
	Dryer	Dexter	DRH80	115881
	Dryer	Dexter	DRH80	115879
	Dryer	Huebsch	HT075LQTB1G1W01	0903009042
	Stack Dryer	Huebsch	HTT45LQTG2G2W01	0807021549
<b>Jail Laundry</b>	<b>Type</b>	<b>Make</b>	<b>Model</b>	<b>Serial</b>
	Washer	Huebsch	HCN020GC2BU1001	0910017591
	Washer	Huebsch	HCN020GC2BU1001	0910016263
	Washer	Alliance	1CN080HNVN12001	1610034975
	Washer	Alliance	1CN080HNVN12001	1610034976
	Washer	Alliance	1CN080HNVN12001	1307008872
	Washer	Alliance	1CN080HNVN12001	1610034972
	Washer	Alliance	1CN080HNVN12001	1610034974
	Dryer	Alliance	1T120NRQF6G2W02	1610020632
	Dryer	Alliance	1T120NRQF6G2W02	1610020633
	Dryer	Alliance	1T120NRQF6G2W02	1610020637
	Dryer	Alliance	1T120NRQF6G2W02	1610020907
	Dryer	Alliance	1T120NRQF6G2W02	1609058906

**EXHIBIT 4, INVENTORY SHEET**

EOC/Public Safety	Type	Make	Model	Serial
	Refrigerator	Victory	RS-1D-S7	C0744405
	Warmer	Alto-Shoam	1000-UP	474199-000
	Refrigerator	Victory	RS-2D-S7	C074433
	Oven	Garland	Master 200	0706100238292
	Oven	Garland	Master 200	0706100238414
	Stove hood	Halton	KUE	40898
	Stove	Garland	SS 680-5650-50680	n/a
	Disposal	Salvajor	150	157329
	Coffee Maker	Bunn	UP17-2 Black	UP17065931
	Coffee Maker	Bunn	CWTF Twin-APS,GF	Twin 051034
	Single Coffee	Bunn	UP17-2 SST	UP17115185
	Toaster	Black & Decker	T2560B Type I	n/a
	Ice Maker	Hoshizaki	KM-501 MAH	S15075D
	Warmer	Athismetet	WIH-D-9A-2	118807A
	Disposal (Dishwasher)	Salvajor	200	43200
	Microwave	Sharp	R-403KK-T	48463
	Freezer	Victory	FS-2D-57	C0744695

**EXHIBIT 5, APPLICATIONS FOR FACILITY ENTRY FORMS**



MANATEE COUNTY SHERIFF'S OFFICE  
Corrections Bureau



Prison Rape Elimination Act (PREA)  
Hiring and Promotion Decisions 115.17 (a)(1-3)  
**Sexual Assault/Abuse Awareness/History Form**

The standards for the Prison Rape Elimination Act (PREA) of 2003 (Public Law 108-79 September 4, 2003) were officially signed into federal law August of 2012 to protect the Eighth Amendment rights of all inmates. PREA was enacted by the United States Congress to address the problem of sexual assault of inmates in all penal facilities. PREA requires that standards be developed and implemented for the detection, prevention, reduction and punishment of all sexual abuse/harassment.

It is the responsibility of the Manatee County Sheriff's Office personnel to be familiar with all the information readily available to prevent, detect, report and respond to incidents of sexual abuse and sexual harassment.

In accordance with the Prison Rape Elimination Act of 2003, the Manatee County Sheriff's Office has a zero tolerance policy towards inmate sexual assault, abuse and harassment. The Manatee County Sheriff's Office will investigate all reported incidents of sexual assaulted, abused or harassed and will discipline and/or prosecute those who sexually assault, abuse or harass inmates.

Any employee, volunteer, contractor, vendor or official visitor can and will accept any information from an inmate regarding sexual abuse, sexual assault or sexual harassment and will immediately forward the report to a supervisor. An inmate may feel more comfortable reporting sexual assault, sexual abuse or sexual harassment to someone other than a corrections deputy, and all individuals are legally bound to immediately report the information for further actions including medical and mental treatment, segregation from the suspect, collection of evidence, criminal investigation and other necessary procedures. Time is of the essence in reporting sexual abuse and sexual assault.

The definition of sexual assault/abuse is engaging in, or attempting to engage in, a sexual act with any inmate or the intentional touching of an inmate's genitalia, anus, groin, breast, inner thigh or buttocks with the intent to abuse, humiliate, harass, degrade, arouse or gratify the sexual desire of any person. Sexual acts or contacts between an inmate and a staff member, even when no objections are raised, are always illegal, and by law, considered non-consensual.

**Sexual abuse** includes -

- (1) Sexual abuse of an inmate, detainee, or resident by another inmate, detainee, or resident; and
- (2) Sexual abuse of an inmate, detainee, or resident by a staff member, contractor, or volunteer.

*Sexual abuse of an inmate, detainee, or resident by another inmate, detainee, or resident* includes any of the following acts, if the victim does not consent, is coerced into such act by overt or implied threats of violence, or is unable to consent or refuse:

- (1) Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
- (2) Contact between the mouth and the penis, vulva, or anus;
- (3) Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument; and
- (4) Any other intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or the buttocks of another person, excluding contact incidental to a physical altercation.

*Sexual abuse of an inmate, detainee, or resident by a staff member, contractor, or volunteer* includes any of the following acts, with or without consent of the inmate, detainee, or resident:

- (1) Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
- (2) Contact between the mouth and the penis, vulva, or anus;
- (3) contact between the mouth and any body part where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
- (4) Penetration of the anal or genital opening, however slight, by a hand, finger, object, or other instrument, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
- (5) Any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
- (6) Any attempt, threat, or request by a staff member, contractor, or volunteer to engage in the activities described in paragraphs (1)-(5) of this section;
- (7) Any display by a staff member, contractor or volunteer of his or her uncovered genitalia, buttocks, or breast in the presence of an inmate, detainee, or resident, and
- (8) Voyeurism by a staff member, contractor, or volunteer.

*Voyeurism by a staff member, contractor, or volunteer* means an invasion of privacy of an inmate, detainee, or resident by staff for reasons unrelated to official duties, such as peering at an inmate who is using a toilet in his or her cell to perform bodily functions; requiring an inmate to expose his or her buttocks, genitals, or breasts; or taking images of all or part of an inmate's naked body or of an inmate performing bodily functions.

**INSTITUTION - (1)** The term "institution" means any facility or institution-

**(A)** which is owned, operated, or managed by, or provides services on behalf of any State or political subdivision of a State; and

**(B)** which is -

**(i)** for persons who are mentally ill, disabled, or retarded, or chronically ill or handicapped;

**(ii)** a jail, prison, or other correctional facility;

**(iii)** a pretrial detention facility;

**(iv)** for juveniles -

**(I)** held awaiting trial;

**(II)** residing in such facility or institution for purposes of receiving care or treatment; or

**(III)** residing for any State purpose in such facility or institution (other than a residential facility providing only elementary or secondary education that is not an institution in which reside juveniles who are adjudicated delinquent, in need of supervision, neglected, placed in State custody, mentally ill or disabled, mentally retarded, or chronically ill or handicapped); or

**(IV)** providing skilled nursing, intermediate or long-term care, or custodial or residential care.

**MANDATORY:** All Manatee County Sheriff's Office employees, contractors, volunteers and vendors must answer (3) questions required by the PREA 115.17 titled: "Hiring and Promotion Decisions". *(see the last page)*

MANATEE COUNTY SHERIFF'S OFFICE  
Corrections Bureau  
Prison Rape Elimination Act (PREA)  
**Sexual Assault/Abuse Awareness/History Form**

**PREA 117.17 (A) (1-3)** *The agency shall not hire or promote anyone who may have contact with inmates, and shall not enlist the services of any contractor or volunteer who may have contact with inmates who answer **YES** to any of the following questions:*

1) Have you ever engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution?

YES  NO

2) Have you been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent, was unable to consent or refused?

YES  NO

3) Have you been civilly or administratively adjudicated to have engaged in the activity described in question (2)?

YES  NO

*By signing below you swear and affirm you have truthfully answered the above questions and/or understand the Manatee County Sheriff's Office Zero - Tolerance Sexual Assault, Sexual Abuse and Sexual Harassment policy. Additionally, you confirm you have read and understand the PREA definitions.*

*Check here if you are **not** an employee, vendor, volunteer or contractor.*

_____ Printed Name	_____ Signature	_____ Date
_____ Occupation/Title	_____ Company/Agency	_____ Company/Agency Telephone



**MANATEE COUNTY SHERIFF'S OFFICE  
CORRECTIONS BUREAU  
APPLICATION FOR FACILITY ENTRY**



**Section A:** *To be completed by Visitor / Contracted Employee / Volunteer:*

By completing and signing this form, I authorize a Manatee County Sheriff's Office employee or authorized representative bearing this release, or copy thereof, to obtain my criminal history by conducting an FCIC/NCIC check prior to my being granted entry. Consent is granted for the agency to furnish such information, as is described above, to third parties in the course of fulfilling its official responsibilities. I hereby release you, as the custodian of such records, both individually and collectively from any and all liability for damages of whatever kind, which may at any time result to me, my heirs, family or associates because of compliance with this authorization, or any attempt to comply with it. A photocopy of this form will be as effective as the original.

Printed Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Race (White or Black): \_\_\_\_\_ Sex: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Home Address: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Florida Private Investigator License (if applicable): \_\_\_\_\_

Company / Organization Represented: \_\_\_\_\_

Reason for Facility Entry: \_\_\_\_\_

Have you ever been convicted?:  Yes  No If yes, explain: \_\_\_\_\_

Non-contact visits are conducted on the second floor of the jail where a glass window separates the inmate from the visitor. Participants speak to each other using a telephone. If documents are brought in and require signatures, a Deputy will pass the document over to the inmate for signature and then will return it to the visitor.

**If you require a face-to-face contact visit with an inmate (conducted on the 1st floor of the facility); it must be pre-approved by the Operations Commander. Please state the reason why you need a face-to-face contact visit:**

**WAIVER:** By signing below, I hereby acknowledge that the Manatee County Sheriff's Office is hereby released, both individually and collectively, from any and all liability for damages of whatever kind, which may at anytime, result to me as a direct or indirect consequence of any injury or harm inflicted during a contact visit with any inmate in the jail facility and I agree to proceed at my own risk.

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

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

Printed Name: \_\_\_\_\_

**Section B:** *To be completed by Authorized Personnel:*

Authorized Personnel completing check: \_\_\_\_\_ Date: \_\_\_\_\_

**Section C:** *To be completed by Operations Manager:*

Face-to-Face visit (1st Floor)    Approved: \_\_\_\_\_    Denied: \_\_\_\_\_    One time ONLY: \_\_\_\_\_

Face-to-Face visit (2nd Floor)    Approved: \_\_\_\_\_    Denied: \_\_\_\_\_    One time ONLY: \_\_\_\_\_

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

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

## **ATTACHMENTS**

Bidder must complete and return all Attachments with its Quote



**ATTACHMENT A, ACKNOWLEDGMENT OF ADDENDA**

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

**ATTACHMENT B, BIDDER’S SIGNATURE FORM**

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 ITQ, 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:**

Signature of Authorized Official / Date: \_\_\_\_\_

Printed Name of Authorized Signer: \_\_\_\_\_

Title of Authorized Signer: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

Website URL: \_\_\_\_\_

**ATTACHMENT C, PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES  
CERTIFICATION**

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 of Bidder's Authorized Official]

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

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

By \_\_\_\_\_ who is

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.

**ATTACHMENT D, INSURANCE STATEMENT**

**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: \_\_\_\_\_

## ATTACHMENT E, DRUG-FREE WORKPLACE CERTIFICATION

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 \_\_\_\_\_ whose business address is  
[print name of entity submitting sworn statement]

\_\_\_\_\_

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

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it will provide a drug-free workplace by:

- (1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by § 893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:
  - (i) the dangers of drug abuse in the workplace;
  - (ii) the person's or entity's policy of maintaining a drug-free environment at all its workplaces, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
  - (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) the penalties that may be imposed upon employees for drug abuse violations.
- (2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).
- (3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:
  - (i) abide by the terms of the statement;
  - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days

after such a conviction.

(4) Notifying the County within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug-free workplace through implementation of sections (1) through (5) stated above.

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

- (1) Such person or entity has made false certification;
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the workplace as to indicate that such person or entity has failed to make a good faith effort to provide a drug-free workplace as required by subsection 3-101(7)(B).

\_\_\_\_\_  
[Signature of Owner, Partner, President, CEO or other Authorized Official or Agent of Bidder]

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_  
\_\_\_\_\_ who is:

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

My commission expires \_\_\_\_\_

Notary Public Signature \_\_\_\_\_

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