



MANATEE COUNTY FLORIDA

REQUEST FOR QUOTATION #16-0262CB

MAINTENANCE SERVICES FOR WATER CHEMISTRY FOR CHILLERS, COOLING TOWER SYSTEMS, AND WATER SOFTENERS

DATE ISSUED: January 4, 2016

DUE DATE: January 22, 2016 at 3:00pm

Manatee County Government
Purchasing Division, Suite 803
1112 Manatee Avenue West
Bradenton, FL 34205
For Information Contact: Charles Bentley, Buyer
Phone: 941-749-3036 Fax: 941-749-3034
charles.bentley@mymanatee.org

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

Manatee County, a political subdivision of the State of Florida, (hereinafter "Manatee County" or the "County") will receive quotations from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Florida or authorized to conduct business in the State of Florida.

Important Note: A prohibition of Lobbying has been enacted. Please review paragraph (page 4) carefully to avoid violation and possible sanctions.

AUTHORIZED TO RELEASE: CB

GENERAL TERMS AND CONDITIONS

QUOTE FORMS

Quotes must be submitted on attached County forms, although additional pages may be attached. Quoters must fully comply with all quotation documents, terms, and conditions.

AMERICAN DISABILITIES ACT

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an **Information Conference** or **Bid Opening** should contact the person named on the first page of this quote document at least twenty-four (24) hours in advance of either activity.

AUTHORIZED PRODUCT REPRESENTATION

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

CLARIFICATION & ADDENDA

Each quoter shall examine all Request for Quote documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Quotes shall be made through the Manatee County Purchasing Division. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this Request for Quotation, the County will attempt to notify all prospective quoters who have secured same, however, it shall be the responsibility of each quoter, prior to submitting their quote, to contact the Manatee County Purchasing Division (see contact on page 1) to determine if addenda were issued and to make such addenda a part of their quote.

CODE OF ETHICS

With respect to this quote, if any Quoter violates or is a party to a violation of the Code of Ethics of Manatee County per Manatee County Purchasing Code Ordinance 08-43, Article 3, Ethics in Public Contracting, and/or the state of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Quoter may be disqualified from performing the work described in this quote or from furnishing the goods or services for which the quote is submitted and shall be further disqualified from submitting any future quotes or proposals for work or for goods or services for Manatee County.

The County anticipates all statements made and materials submitted in a quote will be truthful. If a quoter is determined to be untruthful in its quote or any related presentation, such quoter may be disqualified from further consideration regarding this Request for Quotation.

COLLUSION

By offering a submission to this Request for Quotation, the quoter certifies that the quoter has not divulged, discussed or compared their quote with other quoters, and has not colluded with any other quoter or parties to this quote whatsoever. Also, quoter certifies, and in the case of a joint quote each party thereto certifies as to their own organization, that in connection with this quote:

- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other quoter or with any competitor;
- b. any prices and or cost data quoted for this quote have not been knowingly disclosed by the quoter and will not knowingly be disclosed by the quoter, prior to the scheduled opening, directly or indirectly to any other quoter or to any competitor;

- c. no attempt has been made or will be made by the quoter to induce any other person or firm to submit or not to submit a quote for the purpose of restricting competition;
- d. the only person or persons interested in this quote, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this quote or in the contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by quoter for purpose of doing business.

DISCLOSURE

Upon receipt all inquiries and responses to inquiries related to the Request for Quotation become "Public Records" and are subject to public disclosure consistent with Chapter 119, Florida Statutes. Quotes/Proposals become subject to disclosure 30 days after the Opening or if a notice of intended award decision is made earlier than this time as provided by Florida Statute 119.071(1)(b). No announcement or review of the offer shall be conducted at the public opening. If the County rejects all offers and concurrently notices its intent to reissue the solicitation, initial offers are exempt until the County provide notice of its intended decision or, 30 days after the opening of the new offers.

DISCOUNTS

Any and all discounts must be incorporated in the prices contained in the quote; and not shown separately. The prices as shown on the quote form shall be the price used in determining award(s).

DISQUALIFYING CRIMINAL MATTERS; CERTIFICATION REQUIRED

A person or affiliate who has been placed on the State's convicted supplier list following a conviction for a public entity crime, as that term is defined in Florida Statute s. 287.133, may not submit a quote, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a quote, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit quotes, proposals, or replies on leases of real property to a public entity; s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted supplier list; may not be awarded or perform work as a supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted supplier list.

In addition, the Manatee County Code prohibits the award of any contract to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of an environmental law that, in the reasonable opinion of the purchasing official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible manner. To ensure compliance with the foregoing, the Code requires all persons or entities desiring to contract with the County to execute and file with the purchasing official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have a such a record and is therefore eligible to seek and be awarded business with the County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A confirming Criminal Matters Certification Affidavit is attached for this purpose.

DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the Quotation Documents, all equipment, materials and articles incorporated in the work covered by this contract shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Quotation Documents, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

E-VERIFY

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Manatee County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all quoters that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit quotes in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

INDEMNIFICATION

The successful quoter supplier covenants and agrees to indemnify and save harmless the County, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting contract for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the County, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.

IRREVOCABLE OFFER

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

LEGAL NAME

Quotes shall clearly indicate the legal name, address and telephone number of the quoter. Quotes shall be signed above the typed or printed name and title of the signer. The signer must have the authority to bind the quoter to the submitted quote.

LOBBYING

After the issuance of any Invitation for Bids or Request for Quotation, prospective quoters, proposers or any agent, representative or person acting at the request of such quoter or proposer shall not contact, communicate with or discuss any matter relating in any way to the Invitation for Bids or Request for Quotations with any officer, agent or employee of Manatee County other than the Purchasing Director or as directed in the Invitation for Bids or Request for Quotations. This prohibition begins with the issuance of any Invitation for Bids, or Request for Quotations, and ends upon execution of the final contract or when the invitation or request has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code.

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

MATHEMATICAL ERRORS

Quotes submitted shall be based on the quantities stated on the Quote Form. Quantities shall be used for the comparison of Quotes. Payment to the Vendor will be made based on the actual quantity of work completed and accepted at the date of payment request, in accordance with the terms of the contract.

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s), the extended totals shall prevail. All quotes shall be reviewed mathematically and corrected, if necessary, using these standards prior to additional evaluation. Calculations shall be factored to the second decimal point.

MBE/WBE

The State of Florida, Office of Supplier Diversity provides the certification process and the database for identifying certified MBE/WBE firms. This service may be directly accessed at: <http://www.osd.dms.state.fl.us/iframe.htm>. If you have any questions regarding this State service, please contact their office at (850) 487-0915.

MODIFICATION OF QUOTATION DOCUMENTS

If a quoter wishes to recommend changes to the Quotation Documents, the quoter shall furnish in writing, data and information necessary to aid the County in evaluating the request to modify the Quotation Documents. The County is not obligated to make any changes to the Quotation Documents. Unless an addendum is issued as outlined in Article A.04, the Quotation Documents shall remain unaltered. **Quoters must fully comply with the Quotation Documents, terms, and conditions.**

QUOTE EXPENSES

All expenses for submitting quotes to the County are to be borne by the quoter.

QUALITY GUARANTEE

If any work or material does not meet specifications, or materials furnished in conjunction with the work will not produce the results required of the work, the contractor will be required to rectify any and all work involved in the unsatisfactory situation. If the unsatisfactory work or materials involves other contractors who are blameless, then it shall be the responsibility of the contractor responsible for the faulty work or the furnishing of unsatisfactory materials to reimburse the blameless contractors for any and all additional work or materials required due to the faulty work or materials. The County reserves the right to reject any or all work or materials used in the work, if in its judgment the work or materials reflect unsatisfactory workmanship, or manufacturing defects.

ASSIGNMENT OF CONTRACT

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of his right, title, or interest therein, or his power to execute such Contract, or to assign any monies due or to become due there under to any other person, firm or corporation unless first obtaining the written consent of the County. The giving of such consent to a particular subcontractor assignment shall not dispense with the necessity of such consent to any further or other assignment.

REGULATIONS

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

RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all quotes, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the quote, add related items or services, and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County. For all items combined, the quote of the lowest responsive, responsible quoter will be accepted, unless all quotes are rejected. The lowest responsive quoter shall mean that quoter who makes the lowest quote to sell goods and/or services of a quality which conforms closest to or most exceeds the quality of goods and/or services set forth in the attached Quotation Documents or otherwise required by the County, and who is fit and capable to perform the quote as made.

To be responsive, a quoter shall submit a quote which conforms in all material respects to the requirements set forth in the Request for Quotation. To be a responsible quoter, the quoter shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the County reserves the right to make such

investigation as it deems necessary to determine the ability of any quoter to deliver the goods or service requested. Information the County deems necessary to make this determination shall be provided by the quoter. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

ROYALTIES AND PATENTS

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

TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes (F.E.T. Exempt Cert. No. 59-78-0089K and FL Sales Tax Exempt Cert. No. 51-02-027548-53C); therefore, the quoter is prohibited from delineating a separate line item in his quote for any sales or service taxes. Nothing herein shall affect the quoter's normal tax liability.

WARRANTY

The vendor shall provide on-site warranty for all parts purchased as a result of this quote, against failure or malfunction due to design, construction, or installation, errors in assembly or components, defective materials and workmanship, for a minimum of one (1) year from date of acceptance.

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

BE GREEN

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

SPECIFIC TERMS & CONDITIONS

PURPOSE

It is the intent of Manatee County to engage a vendor to provide all necessary labor, materials, equipment, and supervision to provide a complete water treatment service program for the air conditioning systems, including the cooling towers and chill or chill/hot closed-loop systems, in accordance with the specifications located within this Request for Quote.

SPECIFICATIONS

The vendors shall submit quotes strictly in accordance with specifications. Each variance to these specifications must be specifically stated by the vendor on the Quote Form. Should the vendor not furnish the County a list of exceptions and supporting data, the County will assume the vendor is quoting in accordance with the specifications.

BLANKET ORDER

Blanket Purchase Order(s) shall be issued as a result of this quote. A Blanket Purchase Order number, when accompanied by a valid Release Order number provided by an authorized County department, will authorize purchases on an "as required" basis.

A master agreement with subsequent individual orders shall be used, therefore for payment; each invoice shall indicate the Blanket Purchase Order number followed by a valid Release Order number. The Vendor is not authorized to proceed with, and will not be compensated for, any work that is not authorized by a valid Release Order Number issued by the County's Representative.

QUANTITIES

Locations and systems are listed in the technical specification section of this Request for Quote, however during the term of the contract the County may add or delete additional equipment as needed. The contracted vendor will be given the first opportunity to quote additional equipment. If the price is considered to be equitable with other previously quoted maintenance, it will be added to the term contract. If the County does not agree with the vendor's price for new equipment, a quote for that equipment will be issued.

PAYMENT

The County shall pay the total amount due within forty-five (45) days after completion of services by the supplier, acceptance by the County, and presentation of an appropriate invoice. Payment invoices shall include the Purchase Order number and a valid Release Order number. Receipts showing the vendor's cost for materials must accompany invoices where billing for materials is allowed.

ePAYABLES

Manatee County and Clerk of the Circuit Court have partnered to offer the ePayables program, which allows payments to be made to vendors via credit cards. The Clerk will issue a unique credit card number to each vendor; the card has a zero balance until payments have been authorized.

Vendors shall submit invoices to the remit to address on the purchase order according to the current process after goods are delivered or services rendered. When payments are authorized, an email notification is sent to the vendor. The email notification includes the invoice number(s), invoice date(s), and amount of payment. There is no cost for vendors to participate in this program; however, there may be a charge by the company that processes your credit card transactions. Please complete the ePayables Application attached herein and return the completed form via email to Ms. Lori Bryan, Supervisor at lori.bryan@manateeclerk.com if you are interested in participating in this program.

PRICES AND TERMS

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

RENEWAL

If not cancelled by the vendor or the County, **this contract shall be automatically extended/renewed** beyond the first twelve (12) month contract period for four (4) additional twelve (12) month periods not to exceed a total contract duration of sixty (60) months providing there are no changes of prices, terms or conditions. **Written notice of intention not to renew must be submitted by the successful quoter 90 days prior to the end of a contract period.** Should any vendor choose not to renew the quote awarded, the County reserves the right to terminate the contract with that vendor and select the next qualified quoter, or re-advertise for those quoted items, or solicit a new Request for Quotation for all items (including multiple quote awards).

CANCELLATION

Any failure of the contractor to furnish or perform the work (including commencement of the work, supplying sufficient skilled workers or suitable materials or equipment) in accordance with the contract, the County may order the stop of the work, or any portion thereof, until the cause for such order has been eliminated. If the vendor persistently fails to perform the work in accordance with the contract, the County reserves the right to terminate the contract and select the next qualified quoter or re-advertise this procurement in part or in whole.

It is mutually understood and agreed that any award made as a result of this quote may be canceled by the vendor upon 90 days written notice by Certified Mail to the County. However, the County is hereby authorized to purchase, in accordance with the prices quoted, any quantity of materials and/or services during this 90 day interim provided the County requests delivery during this period.

The County reserves the right to terminate a contract (or item award) by giving 30 days written notice of intention to terminate if at any time the vendor fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate the contract for any of the items herein for the convenience of the County, with or without cause.

MATERIAL/SAFETY DATA SHEET

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

REGULATIONS

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

SECURITY

Vendor must check with and comply with each County facility's security requirements for entry into secured facilities. County representative will provide specific instructions for entry. At a minimum, vendor will provide name, license number, and photo of personnel to be utilized for this contract.

SUBCONTRACTORS

It is expected the vendor shall have in-house capability to provide all the services required by this contract. However, should the vendor find it necessary to utilize the services of a subcontractor, the vendor shall first obtain the approval of the County. The vendor shall also require each subcontractor to adhere to applicable provisions of this contract, including obtaining the Certificate of Liability Insurance from the subcontractor(s). The utilization of any subcontractor shall not relieve the vendor from any liability or responsibility to the County pursuant to the provisions of this contract or obligate the County to the payment of any compensation to the subcontractor or additional compensation to the vendor.

PRICE ADJUSTMENTS FOR RENEWAL PERIODS

Prices shall remain firm for the first twelve month base contract term. Requested price changes for the remaining terms may be adjusted in accordance with the Consumer Price Index for Urban Wage Earners Series ID CWSUSA321SA0, as provided by the Bureau of Labor Statistics. The base index shall be the index effective on the date of Award. The index used for each successive renewal period shall be the effective index on the date of renewal.

The maximum acceptable increase for any renewal term shall be the percentage calculated in accordance with the method described in the Consumer Price Index from the Bureau of Labor Statistics, not to exceed four percent (4%) annually. If the County should consider said increase unwarranted or unreasonable, the County reserves the right to terminate the contract with the vendor and select a second vendor or re-advertise.

The example below illustrates the method by which pricing shall be adjusted:

INDEX POINT CHANGE

Commodity _____ Index	115.2 (Renewal Index)
Commodity _____ Index	<u>112.8</u> (Base Index or previous Index)
Equals Index Point Change	2.4 Index Point Change

INDEX PERCENT CHANGE

Index Point Change from above	2.4
Divided by Base Index (or previous Index)	112.8
Equals	0.0213 or 2.13 Percent

MINIMUM TECHNICAL SPECIFICATIONS

I. SCOPE

- The vendor shall perform testing and provide chemical services to prevent: mineral scale deposits, fouling, corrosion and microbiological growth.
- The vendor is to provide services that allow Manatee County Property Management to operate the equipment continuously, reliably, safely and effectively.
- The vendor shall conduct (at a minimum) Monthly Testing service for Chilled water closed loop systems, Cooling Tower open loop systems and Test water softeners.
- Produce monthly reports and review the report with the contact person.
- Vendor shall provide or replace corrosion coupon rack(s) to monitor corrosion of mild steel and copper in the systems, with annual reports of each rack to Property Management.
- Vendor may be used to perform repairs and or replacement of pumps, controllers, related piping and parts as needed to maintain proper levels.
- Vendor may be used to help control high iron counts, if needed, by providing filtration unit rentals.

Manatee County Property Management (*MCPM*) maintains the right to add or subtract site or job duties at sites as needed throughout the duration of this contract.

II. QUALIFICATIONS OF THE VENDOR

The successful vendor shall be qualified in HVAC water treatment and be able to perform all work associated with this contract. The vendor shall have staff that are authorized and trained to do maintenance and repairs to the chemical feed systems. These systems include, but not limited to: hoses, fittings, injectors, controllers, and pumps.

The vendor must provide a submittal with this quote:

- Verifying five (5) years of service history on this type of equipment.
- Providing a list of public contracts for similar work.

III. DESCRIPTION OF THE WORK

The vendor shall perform a complete monthly inspection of the chillers at each of the different facilities listed. All inspections shall be done in accordance with the manufacturer's recommendations of testing and repair schedules. A background check may be required for workers prior to working at the jail. All work should also include the following:

- a. Cooling Towers: Monthly service shall include but not limited to the following:
 - Physical inspection of cooling towers for build-up of deposits on fill.
 - Biocide treatment and maintenance of pumps, chemicals, and controls.
 - Testing of water.
 - Documentation of testing results.
 - Documentation of changes to pumps and chemicals used.
 - Physically test all components for proper function.
- b. Chillers
 - Monthly water testing for each chiller system.
 - Document testing results.
 - Document adjustments as needed.
 - Test all components for proper operation.

- c. Test Hardness of Water Softeners at Jail and Stockade.
- d. General Monthly Inspection
 - Maintain chemical feed and control equipment.
 - Provide delivery and apply all chemical products (w/MSDS sheets)
 - Collect and analyze samples of treated water.
 - Inspect chemical feeding equipment for proper operation.
 - Review chemical control and make adjustments as necessary.
 - Advise County contact with summary of findings and adjustments.
 - Provide monthly service reports.
 - Control corrosion, scale, and biological growths in recirculating water.
- a. Vendor shall perform a complete monthly inspection of the cooling tower and closed loop equipment at each of the different facilities listed. All inspections shall be done in accordance with the manufacturer's recommendations.
- b. Any deficiencies found shall be reported in writing immediately to the contact person for that location along with recommendations and a quote for rectifying such deficiencies.

e. **REPAIRS OUTSIDE THE SCOPE OF MAINTENANCE**

- a. The vendor shall commence work as soon as possible after receiving authorization from the contact person once the repair measures have been approved by the contact person and authorized by Property Management. All repairs shall be tested for proper operation. All authorized repair work shall be billed in accordance with hourly rate(s) listed on the attached tab sheets and corresponding percent mark-up on parts.
- b. The County reserves the right to obtain quotes from other vendors should the cost of repairs exceed that which is considered "reasonable" for such repairs.

f. **SERVICE REPORTS**

It is the vendor's responsibility to:

- Provide written service reports detailing the operating conditions and all repairs or service done on the equipment at the completion of the visit.
- Include on the service reports:
 - i. Arrival and departure of every technician on the job.
 - ii. The date of performance.
 - iii. The location of the equipment.
 - iv. The type of work performed.
- Show all approved parts and materials used.
- Include on each service report any conditions found which may adversely affect the operation of the tested equipment.
- Obtain a signature from the site contact person.
- Leave a signed hard copy of the service report with the Manatee County contact person prior to leaving the site.

g. INVOICES AND PAYMENTS

All invoices must match the service reports performed for that job.

- Including hours on site and parts cost
- Do not lump a PM service and a repair service onto one invoice.
- Do not charge for “miscellaneous supplies”.
- Do not charge for “travel time”.
- All repair service will be at the hourly rate for time actually spent at the site and must match the recorded times on the service report.

**Site Location and Contact list
For Monthly Water Chemistry Service (w/ Water Towers)**

A	Location	Equipment	Service limitations	Contact Name	Phone #
1	Judicial Center 1051 Manatee Ave. W. Bradenton, FL 34205	2- McQuay water cooled Chillers, 2 Cooling towers – one closed loop, two open loops	Call prior to visit.	George Finch	Office: 941 748-4501x 7934 Cell: 941-737-3012

**Site Location and Contact list
For Monthly Closed Loop Chemistry Service**

B	Location	Equipment	Service limitations	Contact Name	Phone #
1	Crosley Estate, 8374 N. Tamiami Trail Sarasota, FL 34243	2- air cooled chillers – one closed loop	Call prior to visit.	Levi Higgs	Office: 941 722-3244 x238 Cell: n/a
2	Public Safety/ EOC Building 1101 47 th Terrace E. Bradenton, FL 34203	2-McQuay Dual Compressors, Air Cooled Chiller - one closed loop	Call prior to visit.	Josh Easto	Office: 941-748-4501 x3552 Cell: 941-737-3149
3	Desoto Center 600 301 Blvd W. Bradenton, FL 34205	2 air cooled chillers – one closed loop	Call prior to visit.	Mark Petrilla	Office: 941 748-4501x 6486 Cell: 941-737-3217
4	Tax Collector Main Office 819 US 301 Blvd W Bradenton, FL 34205	1 – Chiller Air cooled	Call Prior to visit Park on N side of chi plant	Marie Munford	Office: 941 748-4501x 3068 Cell: 941-737-3156
5a	Civic Center Lower roof system 1 Haben Blvd Palmetto FL 34221	1-Lower Chiller Loop	Call prior to visit.	Levi Higgs	Office: 941 722-3244 x238 Cell: n/a
5b	Civic Center Upper roof system 1 Haben Blvd Palmetto FL 34221	1-Upper Chiller Loop	Call prior to visit.	Levi Higgs	Office: 941 722-3244 x238 Cell: n/a

**Site Location and Contact list
For Monthly Water Hardness Testing of Water Softeners & Boilers**

C	Location	Equipment	Service limitations	Contact Name	Phone #
1	MSO, Central Jail – Boiler Rm 14470 Harlee Rd. Palmetto, FL 34221	Water Softener Supply for Boiler	Call prior to visit.	Scott Ridgeway	Office: 941 748-4501x 2685 Cell: 941-737-3143
2	MSO, Central Jail – Stockade A 14470 Harlee Rd. Palmetto, FL 34221	Water Softener Supply for Boiler	Call prior to visit.	Scott Ridgeway	Office: 941 748-4501x 2684 Cell: 941-737-3143
3	Courthouse, Historic 1115 Manatee Ave. W Bradenton, FL 34205	Closed Hot Water Loop	Call prior to visit	George Finch	Office: 941 748-4501x 7934 Cell: 941-737-3012

BASIS OF AWARD

Award shall be made to the responsive, responsible quoter meeting specifications and having the lowest total quote. Prices shall include costs for furnishing all labor, equipment and/or materials for the completion of the work in accordance with and in the manner set forth and described herein to the County's satisfaction within the prescribed time.

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

Whenever two or more quotes are equal with respect to price, quality and service, the quote received from a local business shall be given preference in award. Whenever two or more quotes, which are equal with respect to price, quality and service are received, and both quotes or neither of these quotes are received from a local business, the award shall be determined by a chance drawing conducted by the Purchasing Office and open to the public.

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

QUOTATION FORM

REQUEST FOR QUOTATION #16-0262CB
MAINTENANCE SERVICES FOR WATER CHEMISTRY FOR CHILLERS, COOLING
TOWER SYSTEMS, AND WATER SOFTENERS

We, the undersigned, hereby declare that we have carefully reviewed the quote documents, and with full knowledge and understanding of the aforementioned herewith submit this quote, meeting each and every specification, term and condition contained in this Request for Quotation. We understand that the quote specifications, terms and conditions in their entirety shall be made a part of any agreement or contract between Manatee County and the successful quoter. Failure to comply shall result in contract default, whereupon, the defaulting supplier shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

Required Completed Documentation:

***Quotation Form (pages 15-16), local preference (if applicable),
and Attachment B (pages 23-24). Please return documentation, signed,
no later than January 22, 2015 at 3:00pm via fax, e-mail or hand carried.***

MANATEE COUNTY PURCHASING
1112 MANATEE AVENUE WEST, SUITE 803
BRADENTON, FL 34205
CHARLES BENTLEY, BUYER, PURCHASING DEPARTMENT
941-749-3036 FAX: 941-749-3034
charles.bentley@mymanatee.org

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

(Print Name & Title of Signer) DATE: _____

COMPANY ADDRESS: _____

E-MAIL ADDRESS: _____

TELEPHONE: _____ FAX: _____

FEIN #: _____

BUSINESS LICENSE NUMBER: _____

NUMBER OF YEARS COMPANY HAS BEEN IN BUSINESS: _____

Acknowledge Addendum No. _____ Dated: _____

Acknowledge Addendum No. _____ Dated: _____

Acknowledge Addendum No. _____ Dated: _____

Quotation Form (continued)

Monthly Chiller, Water Cooled, (Open and closed loops)					
A	Locations	Number of Chillers	Cooling Tower	=	Annual Maintenance Cost / Building
1	Judicial Center	2	2	=	\$
"A" Total					\$

Monthly Chiller, Air Cooled, (Closed Loop)					
B	Locations	Number of Chillers	Cooling Tower	=	Annual Maintenance Cost Per Building
1	Crosley Estate	2	no	=	\$
2	Public Safety Center/ EOC	2	no	=	\$
3	Desoto Center	2	no	=	\$
4	Tax Collector Office	1	no	=	\$
5	Civic Center (Lower and Upper loops)	2	no	=	\$
"B" Total (sum 1 through 5)					\$

C Hardness Testing for Water Softeners (Monthly)					
1	Jail - Boiler loop	Monthly Testing		=	\$
2	Jail Stockade - Boiler loop	Monthly Testing		=	\$
3	Historic Courthouse - Closed Hot Water Loop	Monthly Testing		=	\$
Annual "C" Total [(1 + 2 + 3) x 12]					\$

D Annual Labor Costs for Repairs					
1	Charge Per Hour for Labor as Directed (M-F, 8-5) (MCPM On site time only, no travel charges will be accepted)	\$ _____	X 50	=	\$
2	Overtime Charge Per Hour for Labor as Directed (Hours other than M-F, 8-5) (MCPM On site time only, no travel charges will be accepted)	\$ _____	X 10	=	\$
3	APPROVED - PARTS cost % mark-up over your cost (your cost must be documented on invoicing)	Est. Parts Cost = \$1,500 (annual)	X _____ % (mark-up)	=	\$
Annual "D" Total (1 + 2 + 3)					\$

E Annual Repair Allowance				
Estimated Annual Repair Allowance (As Approved By Property Management)			"E" Total:	\$1,000.00

F Iron Filtration (if needed)				
Includes: Delivery, connection to our system, maintenance, reports and pick up for use on a TWO-WEEK BASIS. (per filtration unit)			=	\$ _____ Cost for a 2-week period/unit
Add Section Totals, A+B+C+D+E+F			Total Quote Price	\$

Vendor Name: _____ **Date:** _____

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

Vendor Registration

All vendors are encouraged to register with Manatee County using the on-line "Vendor Registration" web page on www.mymanatee.org.

Enclosed is a copy of the current Manatee County law that details the County's Local Preference and definition of a Local Business.

If you assert that your firm meets the stated definition of a Local Business, we ask that in addition to registering on the County's Web page, you fill out the attached "Affidavit As To Local Business Form" that is included in this section of the quote, have the completed document notarized, and mail the original to the following address: Manatee County Administration Center, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

Your cooperation in registering your business with Manatee County will enhance our opportunities to identify sources for goods and services, plus identify Local Businesses. This information is used for soliciting quotations up to \$250,000.00 and for competitive solicitations of larger purchases.

You will note that Manatee County collaborates with the Manatee Chamber of Commerce, posting quotes on www.manateechamber.com as well as using the same vendor categories for registration.

Our staff can assist you with your registration as needed. Our office hours are 8:00 A.M. to 5:00 P.M., Monday through Friday on regular business days. Please call (941) 749-3014 if you wish to have a purchasing staff member assist you.

Quick steps to on line registration: www.mymanatee.org

A link to "Purchasing" is listed under the "Quick Links" on page one of this County Web Site. On the left hand side of the Purchasing Web page, click on "Vendor Registration."

This will bring up the Vendor Registration form for on-line input. Please note that the definition of a "Local Business" changed on March 17, 2009. The Web page will be updated to include the current Law which has been provided in this section of the quote.

Thank you for reviewing this information and considering registering your business with Manatee County. Registration is not mandatory; however, by taking the time to register, you are helping the County to provide timely notifications of quotation, quote, and proposal opportunities to your

Section 2-26-6. Local preference, tie quotes, local business defined.

(a) Whenever a responsible local business quoter and a responsible non-local business quoter are found, upon the opening of quotes, to have both submitted the lowest responsive quote, the quote of the local quoter shall be awarded the contract. Should more than one responsible local business quoter match the responsible non-local business quoter's lowest responsive quote, or should no responsible local business quoter match the lowest responsive quote but two or more responsible non-local business quoters submit lowest responsive quotes for equal amounts, then the award of the contract shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the purchasing office and open to the public. Any quoters seeking to be recognized as local businesses for purposes of this local business preference provision may be required by the terms of the quote announcement to certify they meet the definition of local business set forth in this section, and to register as a local business with the county in the manner prescribed by the county to facilitate the county's ability to track the award of contracts to local businesses and to allow the county to provide future notifications to its local businesses concerning other quoting opportunities.

(b) Nothing herein shall be deemed to prohibit the inclusion of requirements with respect to operating and maintaining a local place of business in any invitation for quotes when the quoter's location materially affects the provisions of the services or supplies that are required by the invitation.

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

(d) Each solicitation for quotes made by the county shall contain terms expressly describing the local business preference policies of the county, and shall provide that by electing to submit a quote pursuant to a request for quotes, all quoters are deemed to understand and agree to those policies.

(e) For all contracts for architecture, professional engineering, or other professional services governed by Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, the county shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

(f) Local preference shall not apply to the following categories of contracts:

1. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
 2. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;
 3. Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
 4. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;
- F.02 Section 2-26-6. Local preference, tie quotes, local business defined. (Continued)
5. Any quote announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county commission or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

(g) To qualify for local preference under this section, a local business must certify to the County that it:

1. Has not within the five years prior to the quote announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;
2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the quote announcement;
3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

Ref: Ordinance 09-21 and 09-23 PASSED AND DULY ADOPTED in open session, with a quorum present and voting, on the 17th day of March, 2009.

MANATEE COUNTY GOVERNMENT - AFFIDAVIT AS TO LOCAL BUSINESS
(Complete and Initial Items B-F)

A. Authorized Representative

I, [name] _____, am the [title] _____ and the duly authorized representative of: [name of business] _____, and that I possess direct personal knowledge to make informed responses to these certifications and the legal authority to make this Affidavit on behalf of myself and the business for which I am acting; and by electing to submit a quote pursuant to this Request for Quotation, shall be deemed to understand and agree to the local business preference policies of Manatee County; and that I have the direct knowledge to state that this firm complies with all of the following conditions to be considered to be a Local Business as required by the Manatee County Code of Law, Section 2-26-6.

B. Place of Business: I certify that the above business is legally authorized to engage in the sale of goods and/or services and has a physical place of business in Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one (1) fulltime employee at that location. The physical address of the location which meets the above criteria is: _____ [Initial] _____

Business Phone Number: _____

Email Address: _____

C. Business History: I certify that business operations began at the above physical address with at least one fulltime employee on [date] _____ [Initial] _____

D. Criminal Violations: I certify that within the past five years of the date of this Quote announcement, this business has not admitted guilt nor been found guilty by any court or local, state or federal regulatory enforcement agency of violation of any criminal law or administrative regulation regarding fraud. [Initial] _____

E. Citations or Code Violations: I certify that this business is not currently subject to any unresolved citation or notice of violation of any Manatee County Code provision, with the exception of citations or notices which are the subject of a legal current appeal within the date of this quote announcement. [Initial] _____

F. Fees and Taxes: I certify that this business is not delinquent in the payment of fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, with the exception of those which are the subject of a current legal appeal. [Initial] _____

Each of the above certifications is required to meet the qualification of "Local Business" under Manatee County Code of Law, 2-26-6.

Signature of Affiant _____

STATE OF FLORIDA COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by (name of person making statement).

(Notary Seal) Signature of Notary: _____

Name of Notary: (Typed or Printed) _____

Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____

Submit executed copy to Manatee County Purchasing - Suite 803 - 1112 Manatee Avenue West - Bradenton, FL 34205

CONTRACTOR'S QUESTIONNAIRE

(Must submit with Quote Form)

The Quoter warrants the truth and accuracy of all statements and answers herein contained. (Include additional sheets if necessary.)

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR QUOTE.

1. COMPANY'S NAME: _____

CO. PHYSICAL ADDRESS: _____

TELEPHONE NUMBER: () _____ FAX: () _____

2. Bidding as an; individual: ___; a partnership: ___; a corporation; ___; a joint venture; _____

3. If a partnership: list names and addresses of partners; if a corporation: list names of officers, directors, shareholders, and state of incorporation; if joint venture: list names and address of venturers and the same if any venturer is a corporation for each such corporation, partnership, or joint venture:

4. Your organization has been in business (under this firm's name) as a _____
for how many years? _____

5. Describe and give the date and owner of the last three similar services within the past five (5) years you've completed which are similar in cost, type, size, and nature as the one proposed, preferably with a public entity. Include project description, project location, total project amount, contact name and phone number, and completion date:

6. Have you ever failed to complete work awarded to you? If so, state when, where (contact name, address, phone number) and why?

7. Have you ever been debarred or prohibited from bidding on a governmental entity's project? If yes, name the entity and describe the circumstances:

8. Name three individuals, governmental entities, or corporations for which you have performed similar work and to which you refer. Include contact name and phone number:

1. _____

2. _____

3. _____

Attachment "A"

STATEMENT OF NO OFFER

REQUEST FOR QUOTATION #16-0262CB

MAINTENANCE SERVICES FOR WATER CHEMISTRY FOR CHILLERS, COOLING
TOWER SYSTEMS, AND WATER SOFTENERS

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

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

We, the undersigned, have declined to quote on RFQ #16-0262CB, for the following reason(s):

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

REMARKS:

Thank you for your input.

Company Name: _____

Company Address: _____

Telephone: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)

Attachment "B"

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE 6,
MANATEE COUNTY PURCHASING CODE

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the Manatee County Board of County Commissioners by
_____ [print individual's name and title]

_____ for

_____ [print name of entity submitting sworn statement]

whose business address is:

_____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no

FEIN, include the Social Security Number of the individual signing this sworn statement:

_____ I understand that no person or entity shall be awarded or receive 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 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 quoters or prospective quoters in restraint of freedom of competition, by agreement to quote 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 an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business

shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

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

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 SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20 ____

by _____

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.

SECTION C

INSURANCE REQUIREMENTS

The successful bidder will not commence Work under the resulting Agreement until all insurance under this section, and such insurance coverage as might be required by Owner, has been obtained. The successful bidder shall obtain, and submit to the Purchasing Division within ten (10) calendar days from the date of notice of intent to award, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

Insurance Type	Required Limits
1. <input checked="" type="checkbox"/> Automobile Liability:	Bodily Injury and Property Damage, Owned/Non-Owned/Hired; Automobile included \$ <u>500,000</u> each occurrence <i>This policy shall contain severability of interests' provisions.</i>
2. <input checked="" type="checkbox"/> Commercial General Liability: (Occurrence Form - patterned after the current ISO form)	Bodily Injury and Property Damage \$ <u>300,000</u> single limit per occurrence; \$ <u>1,000,000</u> aggregate This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability. <i>This policy shall contain severability of interests' provisions.</i>
3. <input checked="" type="checkbox"/> Employer's Liability:	\$ <u>1,000,000</u> single limit per occurrence
4. <input checked="" type="checkbox"/> Worker's Compensation:	Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits & Requirements
5. <input type="checkbox"/> Other Insurance, as noted:	<p>a. <input type="checkbox"/> Aircraft Liability \$ _____ per occurrence Coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the services under this Agreement.</p> <p>b. <input type="checkbox"/> Installation Floater \$ _____ If the resulting Agreement does not include construction of or additions to above ground building or structures, but does involve the installation of machinery or equipment, successful bidder shall provide an "Installation Floater" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).</p> <p>c. <input type="checkbox"/> Maritime Coverage (Jones Act) \$ _____ per occurrence Coverage shall be maintained where applicable to the</p>

Insurance Type	Required Limits
	completion of the Work.
	<p>d. <input type="checkbox"/> Pollution \$ _____ per occurrence</p> <p>e. <input type="checkbox"/> Professional Liability \$ _____ per claim and in the aggregate</p> <ul style="list-style-type: none"> • \$1,000,000 per claim and in the aggregate • \$2,000,000 per claim and in the aggregate <p>f. <input type="checkbox"/> Project Professional Liability \$ _____ per occurrence</p> <p>g. <input type="checkbox"/> Property Insurance \$ _____</p> <p>If the resulting Agreement includes construction of or additions to above ground buildings or structures, bidder shall provide "Builder's Risk" insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).</p> <p><i>To the extent that property damage is covered by commercial insurance, Owner and successful bidder agree to waive all subrogation rights against each other, except such rights as they may have to the proceeds of such insurance. Successful bidder shall require a similar waiver of subrogation from each of its bidder personnel and sub-consultants, to include Special Consultants; successful bidder shall provide satisfactory written confirmation to Owner of these additional waivers.</i></p> <p>h. <input type="checkbox"/> U.S. Longshoreman's and Harborworker's Act Coverage shall be maintained where applicable to the completion of the Work.</p> <p>i. <input type="checkbox"/> Valuable Papers Insurance \$ _____ per occurrence</p> <p>j. <input type="checkbox"/> Watercraft \$ _____ per occurrence</p>

Reviewed by Risk: _____



INSURANCE REQUIREMENTS

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in this Exhibit, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If successful bidder has any self-insured retentions or deductibles under any of the listed minimum required coverage, successful bidder must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be successful bidder's sole responsibility.

Nothing herein shall in any manner create any liability of Owner in connection with any claim against the successful bidder for labor, services, or materials, or of Subcontractors; and nothing herein shall limit the liability of the successful bidder or successful bidder's sureties to Owner or to any workers, suppliers, material men or employees in relation to the resulting Agreement.

Builder's Risk Coverage. The successful bidder shall procure and maintain during the entire course of the Work a builder's risk policy, completed value form, insured to provide coverage on an all risk basis, including coverage for off-site stored materials and including coverage for theft. This coverage shall not be lapsed or cancelled because of partial Acceptance by the Owner prior to final Acceptance of the Project. Successful bidder shall recommend to Owner any additions to the Project Costs resulting from any casualty described in Article XII General Conditions of the Construction Agreement, including those costs, expenses and other charges (including normal and ordinary compensation to the successful bidder) necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications. The nature, level and type of builder's risk coverage (including completed value or replacement cost coverage) shall be determined by Owner through insurers selected by successful bidder and approved by Owner.

Excess Policy or Umbrella. An excess policy or umbrella may be used to cover limits over and above Commercial General Liability.

Subcontractor's Public Liability and Property Damage Insurance. The successful bidder shall require each Subcontractor to procure and maintain during the term of the subcontract, insurance of the type specified above, or insure the activities of Subcontractors in its policy, as approved by Owner prior to performance of any services. The levels of coverage as set forth in the table above may be adjusted to require a reduced level of coverage consistent with the scope of Work to be provided by that particular Subcontractor. Any reduction in the levels of insurance coverage required by the successful bidder's standard form of subcontract shall be approved by the Owner.

Waiver of Subrogation. Owner and successful bidder waive against each other and the Owner's separate Vendors, Contractors, Design Consultants, Subcontractors agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The successful bidder and Owner shall, where appropriate, require similar waivers of subrogation from the Owner's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

Worker's Compensation Insurance. The successful bidder shall procure and maintain during the term of the Contract Documents, workers' compensation insurance for all its employees connected with the Work and shall require all Subcontractors similarly to provide workers' compensation insurance for all their employees unless such employees are covered by the protection afforded by successful bidder. Such insurance shall comply with the Florida Workers' Compensation Law. The successful bidder shall provide adequate insurance, satisfactory to Owner, for the protection of employees not otherwise protected.

By way of its submission of a bid hereto, bidder:

- a. Represents that bidder maintains, and will maintain during the term of any Agreement arising from this solicitation, all insurance coverage required herein from responsible companies duly authorized to do business under the laws of the State of Florida that hold a rating of "A-" or better by Best's Key Guide, latest edition, and are deemed acceptable to Owner as set forth in this solicitation.
- b. Agrees that insurance, as specified herein, shall remain in force and effect without interruption from the date of commencement of the Work throughout the duration of the Project, and shall remain in effect for at least two (2) years after the termination of the Contract Documents.
- c. Agrees that if the initial or any subsequently issued certificate of insurance expires prior to completion of the Work, successful bidder shall furnish to Owner renewal or replacement certificate(s) of insurance no later than ten (10) calendar days after the expiration date on the certificate. Failure of successful bidder to provide Owner with such renewal certificate(s) shall be considered justification for Owner to terminate any and all Agreements.
- d. Agrees that bidder and/or its insurance carrier shall provide thirty (30) days written notice to Owner of policy cancellation or non-renewal on the part of the insurance carrier or the successful bidder. Successful bidder shall also notify Owner, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by successful bidder from its insurer and nothing contained herein shall relieve successful bidder of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by successful bidder hereunder, successful bidder shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- e. Agrees that failure of successful bidder to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the resulting Agreement, which may result in immediate termination.
- f. Agrees that, should at any time the successful bidder not maintain the insurance coverage(s) required herein, Owner may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge successful bidder for such coverage(s) purchased. If successful bidder fails to reimburse Owner for such costs within thirty (30) days after demand, Owner has the right to offset these costs from any amount due successful bidder under this Agreement or any other agreement between Owner and successful bidder. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance companies used. The decision of Owner to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- g. Agrees to provide, upon request, the entire and complete insurance policies required herein.
- h. The payment of deductibles for insurance required of the successful bidder by the Contract Documents shall be the sole responsibility of the successful bidder.

Certificate of Insurance Requirements:

- a. Certificates of insurance in duplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number and title of the Project, and must read: For any and all work performed on behalf of Manatee County.

b. **Additional Insured:** The Automobile Liability and Commercial General Liability policies provided by the successful bidder to meet the requirements of this IFB shall name Manatee County, Board of County Commissioners, as an additional insured as to the operations of the successful bidder under this IFB and shall contain severability of interests provisions.

c. In order for the certificate of insurance to be accepted it **must** comply with the following:

1. The "Certificate Holder" shall be:

Manatee County

Board of County Commissioners

Bradenton, FL

**RFQ# 16-0262CB, Maintenance Services for Water Chemistry to Chillers, Cooling Towers,
& Water Softeners**

For any and all work performed on behalf of Manatee County.

2. Certificate shall be mailed to:

Manatee County Purchasing Division

1112 Manatee Avenue West, Suite 803

Bradenton, FL 34205

Attn: Charles Bentley, Buyer



Angelina M. Colonnese

CLERK OF THE CIRCUIT COURT AND COMPTROLLER OF MANATEE COUNTY

1115 Manatee Avenue West, Bradenton, Florida 34205 - Phone (941) 749-1800 – Fax (941) 741-4082
P.O. Box 25400, Bradenton, Florida 34206 - www.manateeclerk.com

ATTACHMENT D: E PAYABLES APPLICATION

Company name _____

Contact person _____

Phone number _____

Email Address _____

FINANCE USE ONLY

Open orders: YES or NO

PEID _____

CREATE DATE _____

CONFIRMED WITH _____

Name and phone number

IFAS _____

BANK _____

INITIALS _____

Return completed form to:
Via email to:
lori.bryan@manateeclerk.com
Via fax to: (941) 741-4011
Via mail:
PO Box 1000
Bradenton, FL 34206

Revised: September 30, 2015

FINANCE USE ONLY

Open orders: YES or NO

PEID _____

CREATE DATE _____

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Revised: September 30, 2015