



**REQUEST FOR QUOTATION #15-3047GE
KITCHEN APPLIANCE AND WASHER/DRYER REPAIR SERVICE**

DATE ISSUED: SEPTEMBER 16, 2015

DUE DATE: SEPTEMBER 30, 2015 at 3:00 PM

DESCRIPTION

Manatee County invites your participation in the following Request for Quotes (RFQ). It is the intent of Manatee County to engage a contractor to supply all labor, materials, and equipment necessary to provide KITCHEN APPLIANCE AND WASHER/DRYER REPAIR SERVICE. The specifications stated herein are of the minimum requirements. All quotes submitted must be in accordance with the General Conditions and Minimum Technical Specifications.

Manatee County, a political subdivision of the State of Florida, (hereinafter "Manatee County" or the "County") will receive request for 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.

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

CLARIFICATION

It shall be the responsibility of all quoters to request any additional clarification of the contents herein. Clarification deadline is September 28, 2015 at 3:00pm, with no requests allowed after that time. All clarification requests shall be directed to George Earnest CPPB, at fax (941) 749-3034 or email to george.earnest@mymanatee.org. Clarification will be furnished by written addendum from Purchasing. Quoters shall not accept any verbal or telecommunication explanation as an authorized clarification of the contents herein.

Authorization for Release: 

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.

CLARIFICATION & ADDENDA

Each quoter shall examine the Request for Quote (RFQ) 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 Office. 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 Office (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 that 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 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

COLLUSION (continued)

- 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.

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.

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.

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 Supplier 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.

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 and to increase or decrease quantities or add related products/services 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.

RESERVED RIGHTS (continued)

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.

TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. No. 59-78-0089K; Florida Sales Tax Exempt Cert. No. 85-8012622206C-6); therefore, the bidder is prohibited from delineating a separate line item in his bid for any sales or service taxes. Nothing herein shall affect the bidder's normal tax liability.

The Contractor shall be responsible for the payment of taxes of any kind and character, including, but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and materials furnished under the award in accordance with the laws and Regulations of the place of the project which are applicable during the performance of the work. Nothing herein shall affect the bidder's normal tax liability.

END OF GENERAL TERMS AND CONDITIONS**SPECIFIC TERMS AND CONDITIONS****PURPOSE**

It is the intent of the County of Manatee to establish a Blanket Purchase Order agreement for KITCHEN APPLIANCE AND WASHER/DRYER REPAIR SERVICE on an "as required" basis. It is the specific purpose of this RFQ to establish an annual contract for the required services and to secure the cost and availability of these services for procurement.

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.

Each invoice must indicate the Blanket Purchase Order number followed by a valid Release Order number. The Contractor 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.

SPECIFICATIONS

Contractors must submit quotes strictly in accordance with specifications. No variances or alterations to these specifications shall be allowed without an addendum provided by the County.

QUALIFICATIONS OF THE CONTRACTOR

The Contractor shall have been in this line of business for at least three (3) years in the state of Florida at the same address. The Contractor shall also be registered to do business in Florida. Contractors shall supply three (3) references of current similar contracts on the Questionnaire/References form. All quoters must submit with their quote the Questionnaire/References form included herein. The Contractor shall be licensed by the State of Florida as an LP Gas installer and shall be capable and experienced to service every item listed on the Inventory Sheet.

QUALITY GUARANTEE AND REMEDIAL CLAUSE

All work shall also be in compliance with applicable building codes and federal, state and local laws and ordinances. 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.

QUALITY TERMS

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.

CANCELLATION

It is mutually understood and agreed that any award made as a result of this RFQ may be canceled by the Contractor 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 by giving 30 days written notice of intention to terminate if at any time the Contractor fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for the convenience of the County, with or without cause.

SUBCONTRACTORS

The Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless prior written approval is provided by the County.

PRICES

Pricing shall be firm for the first year of the contract. Price adjustments will only be considered within the 90 day period prior to the Blanket Purchase Order anniversary date. Quoters shall quote unit prices, F.O.B. Destination if applicable, 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 providing services. Service call charges, fuel surcharges and any other fees shall not be allowed under this agreement.

RENEWAL

If not cancelled by the Contractor or the County, this term agreement shall be automatically extended/ renewed beyond the first 12-month contract period for four (4) additional twelve (12) month optional periods providing there are no changes of prices, terms or conditions. The total contract period shall not exceed five (5) years unless agreed to by the County and the Contractor under the terms and conditions current at that time. The contract period begins with the issue and acceptance of the blanket purchase order. Written notice of intention not to renew or to request a pricing adjustment must be submitted by the Contractor 90 days prior to the end of the contract period. Should the Contractor choose not to renew the quote, the County reserves the right to terminate the Contract with that Contractor and select the next qualified quoter or solicit a new Request for Quote.

PAYMENT

Within forty-five (45) days after delivery by the Contractor, acceptance by the County, and presentation of an appropriate invoice, the County shall pay the total amount due. This is mandated by Florida State Statute 218.74. Payment invoices must indicate the Purchase Order and Release Order number.

BASIS OF AWARD

Award shall be made to the lowest responsive and responsible quoter having the lowest total quote price. The County reserves the right to make multiple awards to this RFQ. Also, the County reserves the right to place orders with other Contractors, in the event of an urgent, immediate need, and/or delivery time and availability of service requested cannot be met by the lowest priced Contractor at the time of need.

Whenever two or more quotes are equal with respect to price, quality and service, the bid 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 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 bid that for at least six (6) months prior to the announcement of the solicitation of bids 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.

END OF SPECIFIC TERMS AND CONDITIONS

MINIMUM TECHNICAL SPECIFICATIONS

SCOPE

The work included under this agreement is to provide as-needed service and maintenance to County kitchen equipment and clothes washer and dryers. Some of the equipment covered under this specification uses Liquid Propane. An Inventory Sheet list of equipment is included as an exhibit to this specification. The Manatee County Property Management (MCPM) Department shall be the contact for all services herein and shall provide day-to-day management of the contract.

SERVICE REQUIREMENTS

The Contractor shall be contacted by MCPM for dispatch of services under this contract. Due to possible emergency situations **delays in responses will not be acceptable.**

The following response time for work situations are expected at the hourly pricing quoted on the Quotation Form:

Regular Hours – The contractor will be on site and commencing services within **two (2) hours**, unless otherwise scheduled with MCPM, during normal County business hours. Normal hours are Monday through Friday from 8:00 AM to 5:00 PM. Failure to respond within this time frame may be cause for the County to use an alternate contractor. A pattern of response failure may result in the termination of the contract.

After Hours – The contractor will be on site and commencing services within **four (4) hours** of the initial call being placed by MCPM during hours outside of normal business hours to include County or national holidays. Failure to respond within this time frame may be cause for the County to use an alternate contractor. A pattern or response failure may result in the termination of the contract.

MARKUP FOR PARTS AND EQUIPMENT

The contractor shall provide parts, equipment and accessories “as needed” on a cost-plus percentage mark-up as listed on the Quotation Form. The term “equipment” includes new installations or replacements but no single project shall exceed \$100,000. Receipts from the contractor’s suppliers for these parts shall be submitted with each invoice to verify the markup is correct.

SERVICE / INSPECTION REPORTS, (INVOICES & PAYMENTS)

Inspection Reports: It is the contractors’ responsibility to:

- Provide written service/inspection reports detailing the conditions and status to the contact person.
- Include on the Service Reports:
 1. Arrival and departure times of every technician on the job.
 2. The date performed.
 3. Location.
 4. Parts/equipment provided and service performed.
- Include on each service report any condition(s) found which may adversely affect the proper function of the system.
- Obtain a signature from the site contact person or his designee.
- Leave a signed hard copy of the service/inspection report with the contact person or his designee prior to leaving the site.

Invoices and payments: It is required that all invoices match the service/inspection reports performed for that job:

- Including hours actually on the site.
- All invoices must be itemized to include any parts covered under the Parts Markup.

- All Invoices must have be accompanied by the receipts (copies) showing the contractor's costs for parts, equipment and materials if applicable.
- **Do not charge for "Miscellaneous supplies or charges".**
- **No "service call" or any other dispatch charge will be allowed.**
- **Do not charge for travel time. Only time on site will be allowed.**
- Invoices shall be sent to:
 - Manatee County Clerk of the Circuit Court
 - PO Box 1000
 - Bradenton, FL 34206-1000
- With a copy of the invoice emailed to Kathi Gentile at kathi.gentile@mymanatee.org

UNSUCCESSFUL SERVICES

In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the County and given a time frame to correct the work. There will be no cost to the County for these corrections. If work is not corrected, or if the Contractor fails to perform any required service within the time frame agreed to, the County reserves the right to obtain the service of an alternate contractor. Deductions of the cost of such substitute will be made from the Contractor's payments. Exemptions may be given by the County if notified of any delays, problems or conflicts that may arise during the course of a particular project. Repetitive unsatisfactory performance shall result in the termination of the contract.

SPECIAL SECURITY CONSIDERATIONS

Background checks are required for access to service the appliances at the Manatee County Jail and the Stockade at Port Manatee. The Contractor should also take into consideration that passing through the security process at these locations may add approximately an hour to the time needed to service these locations. This time will be considered time "on-site" for billing purposes. The Contractor must let the contact person for that site know that they have arrived and are being processed through security to check-in for accounting the time on site.

END OF MINIMUM TECHNICAL SPECIFICATIONS

QUOTATION RESPONSE FORM**RFQ #15-3047GE KITCHEN APPLIANCE AND WASHER/DRYER REPAIR SERVICE****DATE DUE:** September 30, 2015 @ 3:00 pm

To: Manatee County Purchasing
 1112 Manatee Avenue West, Suite 803
 Bradenton, Florida 34205
 Attention: George Earnest CPPB, Buyer
 Email to: george.earnest@mymanatee.org
 Or via Fax @ (941) 749-3034

We, the undersigned hereby declare that we have reviewed the quote documents and with full knowledge and understanding submit our quote. Quantities provided are estimates only and are in no way a guarantee of work.

ITEM	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE
1	Regular Time Labor (M-F, 8-5) (On-site time only, no travel charges will be accepted)	\$	X 40 HR =	\$
2	Overtime Labor (Hours other than M-F, 8-5) (On-site time only, no travel charges will be accepted)	\$	X 10 HR =	\$
3	Markup Percentage for Parts, Equipment and Accessories	%	X \$100 =	\$
TOTAL QUOTE PRICE FOR AWARD PURPOSES (sum of item totals for items 1 to 3)				

Company Name_____
Phone Number_____
Address_____
Fax Number_____
City, State Zip Code_____
Email

AUTHORIZED SIGNATURE(S): _____

 Printed Name and Title of Signer

The following shall be completed, signed and submitted with this Quotation Form:

Supplier's Questionnaire & References..... Pages 13-14
 Public Contracting & Environmental Crimes Attachment "A"
 Insurance Requirements Compliance Submittal Attachment "C"

REQUEST FOR QUOTATION 15-3047GE
KITCHEN APPLIANCE AND WASHER/DRYER REPAIR SERVICE

CONTRACTOR'S QUESTIONNAIRE

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR QUOTE

1. Is your firm a registered Florida Business:

Yes _____ No _____ (check one) for _____ continuous years';

Current Florida Business Registration # _____ Expiration: _____

2. Summary of any litigation filed against the quoter in the past five years which is related to the services provided. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.

3. List any notice of violations, formal notices of regulatory non-compliance, safety violations and accidents resulting in a Worker's Compensation claim.

4. Have you ever failed to complete work awarded to you? If so, where and why?

Company Name: _____

REQUEST FOR QUOTATION 15-3047GE
KITCHEN APPLIANCE AND WASHER/DRYER REPAIR SERVICE

CONTRACTOR'S REFERENCES

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR QUOTE

5. Three current references from commercial projects in Florida for similar services.

A. CUSTOMER NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE NO: _____ SERVICE PERIOD: _____

SERVICE DETAILS: _____

B. CUSTOMER NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE NO: _____ SERVICE PERIOD: _____

SERVICE DETAILS: _____

C. CUSTOMER NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE NO: _____ SERVICE PERIOD: _____

SERVICE DETAILS: _____

Company Name: _____

Attachment "A"

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 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 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

_____.

Personally known _____ OR Produced identification _____
[Type of identification]

_____ My commission expires

Notary Public Signature

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

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

Attachment "B"

STATEMENT OF NO QUOTE

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 No.: 15-3047GE – KITCHEN APPLIANCE AND WASHER/DRYER REPAIR SERVICE for the following reason(s):

- Specifications too restrictive, i.e., geared toward one brand or manufacturer.
- Insufficient time to respond
- We do not offer this product or service
- Our schedule would not permit us to perform
- Unable to meet specifications
- Unable to meet Bond requirement
- Specifications unclear (explain below)
- Unable to meet insurance requirements
- Remove us from your "Bidders List"
- Other (specify below)

REMARKS:

We understand that if we do not submit a quote and this Statement of No Quote is not executed and returned, our name may be deleted from your Bidders List for this commodity or service.

Company Name: _____

Company Address: _____

Telephone: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)

Attachment "C"**INSURANCE AND BONDING REQUIREMENTS**

The Contractor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in the Insurance and Bonding attachment of this solicitation. The Contractor shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work.

The County and the Contractor waive against each other and the County's separate Contractors, Design Consultant, 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 Contractor and County shall, where appropriate, require similar waivers of subrogation from the County's separate Contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

Manatee County shall be responsible for purchasing and maintaining, its own liability insurance.

Certificates issued as a result of the award of this solicitation must identify "For any and all work performed on behalf of Manatee County."

The General Liability Policy provided by Contractor to meet the requirements of this solicitation shall name Manatee County, Florida, as an additional insured as to the operations of Contractor under this solicitation and shall contain a severability of interests provisions.

Manatee County Board of County Commissioners shall be named as the Certificate Holder. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Manatee County. The "Certificate Holder" should read as follows:

Manatee County
Board of County Commissioners
Bradenton, Florida

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in Insurance and Bonding attachment, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Contractor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Contractor 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 Contractor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the scope of work by the County or as specified in this solicitation, whichever is longer.

The Contractor and/or its insurance carrier shall provide 30 days written notice to the County of policy cancellation or non-renewal on the part of the insurance carrier or the Contractor. The Contractor shall also notify the County, 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 Contractor from its insurer and nothing contained herein shall relieve Contractor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Contractor hereunder, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

Should at any time the Contractor not maintain the insurance coverage(s) required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Contractor for such coverage(s) purchased. If Contractor fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due Contractor under this Agreement or any other agreement between the County and Contractor. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the County 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.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Contractor shall furnish to the County renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Contractor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate any and all contracts.

Insurance and Bonding Requirements Compliance Submittal (mandatory)

Insurance / Bond Type	Required Limits
1. <input checked="" type="checkbox"/> Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements
2. <input checked="" type="checkbox"/> Employer's Liability	\$1,000,000 single limit per occurrence
3. <input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage \$1,000,000 single limit per occurrence, \$1,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
4. <input checked="" type="checkbox"/> Indemnification	To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless Manatee County, its officers and employees from and against all claims, suits, actions, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees; caused or contributed to by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.
4. <input checked="" type="checkbox"/> Automobile Liability	\$ 500,000 Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included
5. <input type="checkbox"/> Other insurance as noted:	<input type="checkbox"/> Watercraft \$ _____ Per Occurrence <input type="checkbox"/> United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work. <input type="checkbox"/> Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. <input type="checkbox"/> Aircraft Liability 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. <input type="checkbox"/> Pollution \$ _____ Per Occurrence <input type="checkbox"/> Professional Liability \$ _____ per claim and in the aggregate <ul style="list-style-type: none"> • \$1,000,000 per claim and in the aggregate • \$2,000,000 per claim and in the aggregate <input type="checkbox"/> Project Professional Liability \$ _____ Per Occurrence <input type="checkbox"/> Valuable Papers Insurance \$ _____ Per Occurrence

- 6. Bid bond Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the County Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Manatee County Board of County Commissioners on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.

- 7. Performance and Payment Bonds For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

- 8. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide County with certificates of insurance meeting the required insurance provisions.
- 9. Manatee County must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.
- 10. The Certificate Holder shall be named as Manatee County Board of County Commissioners, OR, Board of County Commissioners in Manatee County, OR Manatee County Government, OR Manatee County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Manatee County.
 - Thirty (30) Days Cancellation Notice** required.

Contractor's Insurance Statement

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of this solicitation.

Name of Firm _____ Date _____

Contractor Signature _____

Print Name _____

Insurance Agency _____

Agent Name _____ Telephone Number _____

Kitchen Equipment Inventory Sheet Exhibit (three pages) 9-1-15

Location –JAIL 14470 Harlee Rd., Palmetto, 34221 Kitchen	Type of Equipment	Make	Model #	Serial #
Dish room	Dish mash.	Champion	SD36-E-480/3	Not Available
Bakery	Big Mixer	Moline	Not Available	Not Available
Bakery	Mid. Mixer	Hobart	L-800	11-1023-890
Bakery	Small Mixer	Anvil	Mix 7120	51213
Bakery	Rack oven	Gemini	9042	14761001
Bakery	Stack oven	Vulcan	VC6GD11D1	481704555
Bakery	Stack oven	Vulcan	VC6GD11D1	481700681
Bakery	Stove	Vulcan	24L-559	481544594
Bakery	Food Shrink Wrap Machine	Airer	1308N	187832
Kitchen	Steamer	Vulcan	C24DA10	46-3004599
Kitchen	Steamer	Vulcan	C24DA10	46-3004596
Kitchen	Steamer	Vulcan	C24DA10	46-3004598
Kitchen	Steamer	Vulcan	C24DA10	46-3004597
Kitchen	Old Hood	Vent Master	MDS	U1-192.2A
Kitchen	Big E. Kettle	Groen	11-40	79394
Kitchen	Small E. Kettle	Groen	DEE14-40	79442
Kitchen	Steam Kettle	Cleveland	3337	9330
Kitchen	Tilt Kettle	Vulcan	103417	AP-1050334-500-1984
Kitchen Prep.	1. Ice Maker	Ice O Matic	Ice0606FA4	10071280014052
Kitchen Prep.	Ice Bin	Ice O Matic	855PSB	10061280011223
Kitchen	2. Ice Maker	Monitowoc	SY0854A	040565585
Kitchen	3. Ice Maker	Ice O Matic	Ice0606FA4	10031280011748
Kitchen	4. Ice Maker (Big)	Monitowoc	SD1402A	110911824
Dining	Fridge	True	T-23	1-2473229
Dining	Stack oven	Vulcan	VC 4 GD-15	54-1024548
Dining	Stack oven	Vulcan	VC 4 GD-15	54-1024566
Dining	Stove/Plate	Vulcan	60FL-563	48-1625890
Dining	Fryer	Anets	SLG-100	66927
Dining	3 door Fr.	True	AK 4476Y	1-2515080
Prep Area	Doug Mix.	Hobart	AM 15	23-1117-438
Kitchen Hood/new	Air Hood	Captive Air	6024 VHB	1461051
Kitchen	Stack oven	Vulcan	VC6GD-9	481699736
Kitchen	Stack oven	Vulcan	VC6GD-9	481699737
Kitchen	Stack oven	Vulcan	VC6GD-9	481700520
Kitchen	Stack oven	Vulcan	VC6GD-9	481700519
Kitchen	Stack oven	Vulcan	VC6GD-9	481700682
Kitchen	Stack oven	Vulcan	VC6GD-9	481700768

Kitchen Equipment Inventory Sheet Exhibit (three pages) 9-1-15

LOCATION – PUBLIC SAFETY – EOC 2101 47 th Ter E, Bradenton, 24203	Type of Equipment	Make	Model #	Serial #
EOC Main Kitchen	Refrigerator	Victory	RS-1D-S7	C0744405
EOC Main Kitchen	Warmer	Alto-Shoam	1000-UP	474199-000
EOC Main Kitchen	Refrigerator	Victory	RS-2D-S7	C074433
EOC Main Kitchen	Oven	Garland	Master 200	0706100238292
EOC Main Kitchen	Oven	Garland	Master 200	0706100238414
EOC Main Kitchen	Stove hood	Halton	KUE	40898
EOC Main Kitchen	Stove	Garland	SS 680-5650-50680	Not Available
EOC Main Kitchen	Disposal	Salvajor	150	157329
EOC Main Kitchen	Coffee Maker	Bunn	UP17-2 Black	UP17065931
EOC Main Kitchen	Coffee Maker	Bunn	CWTF Twin-APS,GF	Twin 051034
EOC Main Kitchen	Single Coffee	Bunn	UP17-2 SST	UP17115185
EOC Main Kitchen	Toaster	Black & Decker	T2560B Type I	Not Available
EOC Main Kitchen	Ice Maker	Hoshizaki	KM-501 MAH	S15075D
EOC Main Kitchen	Warmer	Athismetet	WIH-D-9A-2	118807A
EOC Main Kitchen	Disposal (Dishwasher)	Salvajor	200	43200
EOC Main Kitchen	Microwave	Sharp	R-403KK-T	48463
EOC Main Kitchen	Freezer	Victory	FS-2D-57	C0744695
LOCATION – STOCKADE 14490 Harlee Rd, Palmetto, 34221	Type of Equipment	Make	Model #	Serial #
	Steam Kettle	South Bend	KTLG60	51549 12T
	Fryers	Anets	SLG100	Not Available
	Fryers	Anets	SLG100	Not Available
	Slicer	Berkel	919 1	Not Available
	Slicer	Berkel	919 1	Not Available
	Food Processer	Robot Coupe	R6N	Not Available
	Mixer	Berkel	DD 60	Not Available
	Dish Machine	Champion	SD-36	Not Available
	Mixer	Univex	SRM 12	Not Available
	Refrigerator	True	TS 49	Not Available
	Oven	Vulcan	VC46D-15	Not Available
	Steamer	Cleveland	Ultra 10	24C6A12
	Grill	Anets	SG-30X48	Not Available
	Stove	Imperial Gas	Not Available	Not Available

Kitchen Equipment Inventory Sheet Exhibit (three pages)⁹⁻¹⁻¹⁵

LOCATION - EMS STATIONS	Type of Equipment	Make	Model #	Serial #
STATION 5 – 1605 Dam Rd, Bradenton, 34202	REFRIGERATOR	GE	GTS18XCRERWW	Not Available
	RANGE	GE	J-BS03B-C2WH	DD152234P
STATION 6 – 7498 US 301 N, Ellenton, 34222	REFRIGERATOR	TAPPEN	TRT15L2JW4	BA847
STATION 7 – 7611 Prospect Rd, Sarasota, 34243	REFRIGERATOR	MAYTAG	MF12269VEM	KO4721242
STATION 10 – 206 2 nd St E, Bradenton, 34208	RANGE	FRIGIDAIRE	Not Available	Not Available
	REFRIGERATOR	GE	GTH18EBT2RWW	HT809413
STATION 16 - 206 2 nd St E, Bradenton, 34208	RANGE	TAPPEN	Not Available	Not Available
	WHIRLPOOL	MICROWAVE	MH1160XSB-0	Not Available
	DISHWASHER	WHIRLPOOL	Not Available	8575637
	REFRIGERATOR	FRIGIDAIRE	FRT17G4BW3	BA43238323

Washer Dryer Inventory Exhibit (two pages)

JAIL - 14470 Harlee Rd., Palmetto, 34221	Type of Equipment	Make	Model #	Serial #
T-Pod	Washer	Unimac	FTUA1AWN1102	1101009743
T-Pod	Dryer	Unimac	USE807WF	1105001859V
Laundry	Washer #6	Huebsch	HCN020GC2BU1001	0910017591
Laundry	Washer #7	Huebsch	HCN020GC2BU1001	0910016263
D-Pod	Washer	Maytag	MEDE400XW0	M03313454
D-Pod	Dryer	Roper	RTW43405Q0	CW0731333
Female Pod	Washer	Unimac	FTUA1AWN1102	1012026157
Female Pod	Dryer	Unimac	USE807WF	1102017013U
G1-Pod	Washer	Unimac	FTUA1AWN1102	1011017070
G1-Pod	Dryer	Unimac	USE807WF	1102017012U
G2-Pod	Washer	Unimac	FTUA1AWN1102	1108007984
G2-Pod	Dryer	Unimac	USE807WF	1108006650U
G3-Pod	Washer	Unimac	FTUA1AWN1102	1106009413
G3-Pod	Dryer	Unimac	USE807WF	1106009375U
G4-Pod	Washer	Unimac	FTUA1AWN1102	1108003207
G4-Pod	Dryer	Unimac	USE807WF	1109014356U
Property	Washer	Roper	RTW4440VQ2	C01741967
Property	Dryer	Whirlpool	GCEM2990MQ1	MS4302209
Medical	Washer	Maytag	MHWE450WW01	CS02303650
Medical	Dryer	GE	GTDN500EMOWS	RT723347A
Laundry	Washer #1	Speed Queen	WX7514064210	G0571599CG
Laundry	Washer #2	Speed Queen	WX7514064210	G0371600CG
Laundry	Washer #3	Speed Queen	WX7514064210	G0571597CG
Laundry	Washer #4	Speed Queen	WX7514064210	G0571598CG
Laundry	Washer #5	Speed Queen	WX7514064210	G0571601CG
Laundry	Dryer #1	Speed Queen	ST120FG	KTCK9401059208
Laundry	Dryer #2	Speed Queen	ST120FG	KTCK9401059209
Laundry	Dryer #3	Speed Queen	ST120FG	KTCK9401059206
Laundry	Dryer #4	Speed Queen	ST120FG	KTCK9401059205
Laundry	Dryer #5	Speed Queen	ST120FG	KTCK9401059207

Washer Dryer Inventory Exhibit (two pages)

EMS Stations - Location	Type of Equipment	Make	Model #	Serial #
Station 5 - 1605 Dam Rd, Bradenton, 34202	Washer	GE	Not Available	Not Available
	Dryer	GE	DVL223EBLWW	MD738642W
Station 10 - 206 2 nd St E, Bradenton, 34208	Combo	Whirlpool W/D	Not Available	Not Available
Station 16 - 206 2 nd St E, Bradenton, 34208	Dryer	Roper	RAX663RQ1	Not Available
	Washer	Roper	RAX4232PQ0	SC0377441
Historic Courthouse – 1115 Manatee Ave W, Bradenton, 34205	Type of Equipment	Make	Model #	Serial #
Basement	Washer	Admiral	ATW4475VQ0	CY4131243