



**REQUEST FOR QUOTATION
RFQ # 16-3274BLS**

FITNESS EQUIPMENT

Manatee County, a political subdivision of the State of Florida, (hereinafter "County") invites your participation in the following requests for quotes. The specifications stated herein are of the minimum requirements. All quotes submitted must be in accordance with the Request for Quotes documents in their entirety.

All clarification requests are to be directed to the contact person listed at the bottom of this page.

DATE ISSUED: November 2, 2016

DEADLINE FOR CLARIFICATIONS REQUESTS: November 8, 2016 at 3:00pm

TIME AND DATE DUE: November 14, 2016 at 3:00pm

TABLE OF CONTENTS

A. Information to Quoters	page A2
B. Terms and Conditions	page B1
C. Minimum Technical Specifications	page C1
D. Quote Summary	page D1
Quotation Form	page QF1
Statement of No Quote	Attachment A
Public Contracting and Environmental Crime Form	Attachment B
Insurance Requirement (Services Only)	Attachment C

FOR INFORMATION CONTACT:

Bonnie Sietman, Sr. Buyer

PHONE (941) 749-3046 FAX (941) 749-3034

bonnie.sietman@mymanatee.org

**Manatee County Financial Management Department
Purchasing Division**

AUTHORIZED FOR RELEASE: HS

SECTION A
INFORMATION TO QUOTERS

A.01 QUOTATION FORM DELIVERY REQUIREMENTS

Any quotes received after the stated time and date will not be considered. Acceptable methods of delivery of quotes are as follows:

Email Address: bonnie.sietman@mymanatee.org
FAX: (941) 749-3034
US MAIL to: Manatee County Purchasing Department
1112 Manatee Avenue West, Suite 803, Bradenton FL 34205

A.02 QUOTATION FORMS

All blank spaces on the quotation form must be filled in as noted with amounts extended and totaled and no changes shall be made in the wording of the forms or in the items thereupon. In the event a change is made in your submittal, the quoter shall write its initials by the change. Any quote may be rejected which contains any omissions, alterations, irregularities of any kind, or which shall in any manner fail to conform to the requirements of this RFQ.

A quote made by an individual, either in his/her own or proper person or under a trade or firm name, shall be executed under the individual's signature. If made by a partnership, the quote shall be executed by two or more of the general partners. If made by a corporation, the bid shall be executed by its President or other legally authorized corporate officer or agent.

Quotes must be submitted on attached provided forms, although additional pages may be attached. **Quoters must fully complete all pages of the Quote Forms. Quote Forms must be executed by an authorized signatory who has the legal authority to make the Quote and bind the company. Quoters must fully comply with all requirements of this RFQ in its entirety.** Failure to comply shall result in default of the resulting Contract, whereupon, the defaulting Contractor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by County.

A.03 MATHEMATICAL ERRORS

Quotation Forms without imbedded mathematical formulas:

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. In the event the dollar amount for contract contingency is omitted, it will be added to the total price of the quote.

Quotation Forms with imbedded mathematical formulas:

Interactive Quotation Forms that contain mathematical formulas may be used for automating lengthy and complex quotation forms. In the event these forms are used and a multiplication/extension error(s) is discovered, the unit price entered by the vendor shall prevail. The vendor shall assume the responsibility and accuracy of the information input in the quotation form and therefore shall verify that the calculations are correct before submitting their quote.

Regardless of which type of quotation form is used, all quotes shall be reviewed mathematically and corrected by the Purchasing Division, if necessary, using these standards, prior to additional evaluation.

A.04 EXAMINATION OF QUOTE DOCUMENTS AND SITE(S)

It is the responsibility of each quoter before submitting a quote to (a) examine all RFQ documents thoroughly; (b) consider federal, state, and local codes, laws, and regulations which may affect costs, progress, performance, or furnishing of the work; (c) study and carefully correlate bidder's observations with the RFQ documents; and (d) notify the County of all conflicts, errors, or discrepancies in the RFQ documents prior to the deadline for clarification requests.

A.05 NON-EXCLUSIVE

Unless otherwise stated in this quote specification, any contracts resulting from this quote are nonexclusive. The County reserves the right, in its sole opinion, to purchase items listed in this quote through the State of Florida contracts, cooperatives, other current government contracts, and nonprofit contracts as provided in the Manatee County Purchasing Policy. The County reserves the rights to solicit separate quotes for requirements that are a portion of a larger contract quote/bid as a whole. Additionally at the County's sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

A.06 MODIFICATION OF RFQ DOCUMENTS

If a Quoter wishes to recommend changes to the RFQ documents, the Quoter shall furnish, in writing, data and information necessary to aid County in evaluating the request to modify the Specifications. County is not obligated to make any changes to the RFQ documents. Unless an Addendum is issued, the RFQ documents shall remain unaltered. **Quoters must fully comply with the RFQ documents in their entirety.**

A.07 CLARIFICATION & ADDENDA

Each quoter shall examine all RFQ documents and shall judge all matters relating to their adequacy and accuracy. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this RFQ shall be made through the Manatee County Purchasing Division. Owner shall not be responsible for oral interpretations given by any Owner employee, representative, or others.

November 8, 2016 at 3:00pm shall be the deadline to submit to the Purchasing Division, in writing, all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this RFQ.

This deadline has been established to maintain fair treatment of all potential bidders, while maintaining progression of the Work.

The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

It shall be the **responsibility of each quoter, prior to submitting a quote**, to contact the Purchasing Division (see contact information on the cover page) to **determine if any**

addenda were issued and to make such addenda a part of their quote.

A complete set of the RFQ documents must be used in preparing quotes. County assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of quote documents.

A.08 CONFIDENTIALITY OF SECURITY RELATED RECORDS

(a) Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as “the Confidential Security Records”) are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):

1. A Security System Plan or portion thereof for any property owned by or leased to the County or any privately owned or leased property held by the County.
2. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by the County.
3. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to the County.

(b) Contractor/Vendor agrees that it shall not, as a result of a public records request or for any other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of the County’s Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Contractor/Vendor receives a request for such records, it shall immediately contact the County’s designated Contract Manager who shall coordinate the County’s response to the request. Notwithstanding the foregoing, the Contractor/Vendor may

1. Disclose or release Security System Plans to:

(A) The property owner or leaseholder; or

(B) Another state or federal agency to prevent, detect, guard against, respond to, investigate, or manage the consequences of any attempted or actual act of terrorism, or to prosecute those persons who are responsible for such attempts or acts.

2. Disclose or release building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by the County:

(A) To another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities;

(B) To a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other

structure owned or operated by the County and is contractually bound by the Contractor/Vendor to comply with this Article/Section; or

(C) Upon a showing of good cause before a court of competent jurisdiction.

(c) For purposes of this Article/Section, the term “Security System Plan” includes all:

1. Records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security of the facility or revealing security systems;
2. Threat assessments conducted by any agency or any private entity;
3. Threat response plans;
4. Emergency evacuation plans;
5. Sheltering arrangements; or
6. Manuals for security personnel, emergency equipment, or security training.

A.09 LOBBYING

After the issuance of any RFQ, prospective quoters or their agents, representatives or persons acting at the request of such quoter shall not contact, communicate with or discuss any matter relating to the RFQ with any officer, agent or employee of Manatee County other than the Purchasing Official or the contact identified on the first page of this RFQ, pursuant to the Manatee County Code of Laws. This prohibition includes copying such persons on all written communication, including email correspondence. This requirement begins with the issuance of an RFQ and ends upon execution of the final agreement or when the RFQ has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code of Laws.

A.10 UNBALANCED QUOTING PROHIBITED

County recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the County such variation does not appear to be justified, given quote requirements and industry and market conditions, the quote will be presumed to be unbalanced. Examples of unbalanced quotes will include:

- a. Quotes showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate quotes.
- b. Quotes quoting prices that substantially deviate, either higher or lower, from those included in the quotes of competitive quoters for the same line item unit costs.
- c. Quotes where the unit costs offered are in excess of or below reasonable cost analysis values.

In the event County determines that a quote is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., which the quoter obtained and upon which the quoter relied upon to develop its quote. County reserves the right to reject as nonresponsive any presumptive unbalanced quotes where the quoter is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

A.11 WITHDRAWAL OF QUOTES

Quoters may withdraw quotes as follows:

- a. After the quotes are opened or a selection has been determined, but before an agreement is signed, a quoter alleging a material mistake of fact may be permitted to withdraw their quote if:
 1. The mistake is clearly evident in the solicitation document; or
 2. Quoter submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw a quote must be in writing and approved by the Purchasing Official.

A.12 IRREVOCABLE OFFER

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

A.13 QUOTE EXPENSES

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

A.14 RESERVED RIGHTS

County reserves the right to accept or reject any and/or all quotes, to waive irregularities and technicalities, and to request resubmission. Also, County reserves the right to accept all or any part of the quote and to increase or decrease quantities to meet additional or reduced requirements of County. Any sole response received by the first submission date may or may not be rejected by County depending on available competition and current needs of County. For all items combined, the quote of the lowest, responsive, responsible quoter will be accepted, unless all quotes are rejected.

The lowest, responsible quoter shall mean that quoter who makes the lowest quote to sell goods and/or services of a quality which meets or exceeds the quality of goods and/or services set forth in the RFQ documents or otherwise required by County.

To be responsive, a quoter shall submit a quote which conforms in all material respects to the requirements set forth in the RFQ. **Quoters must fully comply with the RFO documents in their entirety.**

To be a responsible quoter, the quoter shall have the capability in all respects to perform fully the quote requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Also, County reserves the right to make such investigation as it deems necessary to determine the ability of any quoter to furnish the service requested. Information 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.

A.15 APPLICABLE LAWS

Quoter must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with the Manatee County Purchasing Division shall be in accordance with the Manatee County Purchasing Ordinance as amended.

A.16 COLLUSION

By submitting a quote in response to this RFQ, quoter certifies that it has not divulged, discussed or compared its quote with any other quoter, 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 resulting agreement to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure the resulting agreement upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by quoter for purpose of doing business.

A.17 CODE OF ETHICS

With respect to this quote, if any quoter violates, directly or indirectly, the ethics provisions of the Manatee County Procurement Ordinance and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such quoter will be disqualified from eligibility to perform services or provide the goods described in this RFQ, and may also be disqualified from furnishing future goods or services to, and from submitting any future quotes to supply goods or services to Manatee County.

By submitting a quote, the quoter represents to County that all statements made and materials submitted are truthful, with no relevant facts withheld. If a quoter is determined to have been untruthful in their quote or any related presentation, such quoter will be disqualified from eligibility to provide the goods and/or services described in this RFQ, and may also be

disqualified from furnishing future goods or services to, and from submitting any future quotes to supply goods or services to Manatee County.

A.18 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, as that term is defined in Section 287.133, Florida Statutes, may not submit a quote to provide any goods or services to a public entity; may not submit a quote with a public entity for the construction or repair of a public building or public work; may not submit quotes on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted list.

In addition, the Manatee County Procurement Code prohibits the award of any quote to any person or entity who/which has, within the past five (5) years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any 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 matter.

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to do business with 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 such a record and is therefore eligible to seek and be awarded business with 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 Public Contracting and Environmental Crimes Certification form is attached herein for this purpose.

A.19 CONTRACT

The Agreement made as a result of the acceptance of any quote from this Request for Quotes shall be made in the form of a Purchase Order and the successful Quoter shall be bound by the terms and conditions contained in this Request for Quotes as well as the Purchase Order.

Should a conflict exist between the terms and conditions contained in this Request for Quotes and the resulting Purchase Order, the terms contained in this Request for Quotes shall take precedence.

A.20 TERMINATION OF CONTRACT

Manatee County reserves the right to terminate any contract, at any time, with or without cause.

A.21 PURCHASING COOPERATIVE

It is the intent of this Request for Quotation to include requirements and to obtain quotes on behalf of Manatee County and reserve the right for the entities belonging to the Sarasota Bay Chapter of NIGP to obtain purchases from this quote proposal. This opportunity is also made available to any and all local, County, Public Educational Institutions, non-profits, and the State of Florida. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions

contained herein. Manatee County will not be financially responsible for the purchase of other entities from this solicitation.

A.22 DISCOUNTS

Any and all discounts must be incorporated in the prices contained in the quote and not shown separately. The prices indicated on the Quotation Form shall be the prices used in determining award.

A.23 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 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.

The successful quoter 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 quoter's normal tax liability.

A.24 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the RFQ documents, all equipment, materials and articles provided shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the RFQ 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.

A.25 DELIVERY

Unless otherwise specified, all prices are to be FOB Destination.

A.26 AUTHORIZED PRODUCT REPRESENTATION

The quoter, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. Failure to do so may, in the County's sole discretion, be deemed a material breach of the resulting agreement and shall constitute grounds for County's immediate termination of the resulting agreement.

A.27 ROYALTIES AND PATENTS

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

A.28 AMERICANS WITH DISABILITIES ACT

County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of 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 Quote Opening should contact the person named on the cover page of this RFQ document at least twenty-four (24) hours in advance of either activity.

A.29 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, County hereby notifies all quoters that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this RFQ and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of bid award.

A.30 MINORITY BUSINESS ENTERPRISE / DISADVANTAGED BUSINESS ENTERPRISE

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

A.31 SUBCONTRACTORS

The successful quoter will obtain prior written approval from the County for any subcontractor(s) and the work they will perform. A subcontractor is defined as any entity performing work within the scope of the project who is not an employee of the successful quoter.

Quoters subcontracting any portion of the work shall include a list of subcontractors along with their quote. The list shall include: name and address of subcontractor, type of work to be performed and the percent of the contract amount to be subcontracted.

Prior to the employment of any person under this contract, the successful quoter shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the successful quoter to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the successful quoter to perform work pursuant to the contract with Manatee County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

Only those individuals determined eligible to work within the United States shall be employed under this contract.

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

If County has reasonable objection to any subcontractor, the County may request the successful quoter to submit an acceptable substitute without an increase in contract sum or contract time.

If successful quoter declines to make any such substitution, the County may award the resulting agreement to the next lowest qualified quoter that proposes to use acceptable subcontractors, who County does not make written objection to. In the event the successful quoter declines to make any such substitution post award, the County may exercise its right to terminate the agreement.

The successful quoter shall maintain sole responsibility for the actions of its employees and subcontractors. New employees brought in after contract award shall follow the same requirement stated above for the life of the contract.

A.32 DISCLOSURE

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

Quotes become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the quote shall be conducted at the quote opening.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT OWNER'S CUSTODIAN OF PUBLIC RECORDS AT: (941) 742-5845, debbie.scaccianoce@mymanatee.org, Attn: Records Manager, 1112 Manatee Ave W., Bradenton, FL 34205.

Pursuant to Florida Statutes 119.0701, to the extent CONTRACTOR is performing services on behalf of the COUNTY, contractor must:

- a. Keep and maintain public records required by public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A.33 LOCAL PREFERENCE

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

Local preference shall not apply to the following categories of agreements:

1. Purchases or agreements which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions governing the funds prohibit the preference.
2. Any quote announcement which specifically provides that local preference, as set forth in this section, is 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.
3. For a competitive solicitation for construction services in which fifty percent (50%) or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.

To qualify for local preference under this section, **a local business must provide certification to County** by completing an “**Affidavit as to Local Business**” form which is available for download at www.mymanatee.org/vendor. Click on “Affidavit for Local Business” to access and print the form. Complete, notarize, and mail the notarized original to: Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

It is the responsibility of the quoter to ensure accuracy of the affidavit and notify County of any changes affecting same.

A.34 VENDOR REGISTRATION

Registering your business will provide Manatee County a sourcing opportunity to identify supplies of goods and services, plus identify local businesses.

You may register online at www.mymanatee.org/vendor. If you need any assistance, please call (941) 749-3014, Monday – Friday, 8:00 A.M. to 5:00 P.M., excluding holidays, and the Purchasing Division can assist you as needed.

Registration is not mandatory; however, by taking the time to register, you are helping the County to provide timely notification of quotation, bid and proposal opportunities to your business.

A.35 ENVIRONMENTAL SUSTAINABILITY

All quoters 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 have a reduced adverse effect on the environment.

Quoters shall acknowledge whether or not their organization has an environmental sustainability initiative by checking the appropriate box on the quote form. In addition, the quoter shall submit a summary of their environmental sustainability initiative along with their quote. This information will be used as a determining factor in the award decision when all other evaluative factors, including local preference policies are otherwise equal.

A.36 ePAYABLES

Manatee County Board of County Commissioners and the Manatee County 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 of the Circuit Court will issue a unique credit card number to vendor after goods are delivered or services rendered, vendors submit invoices to the remit to address on the purchase order. 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.

If you are interested in participating in this program, please complete the ePayables Application attached herein and return the completed form via email to Ms. Lori Bryan, Supervisor at lori.bryan@manateeclerk.com.

A.37 FUNDING

This quote is subject to the appropriation of funds in an amount sufficient to allow continuation of the County's performance in accordance with the terms and conditions of this quote. The county shall provide prompt written notice to the vendor that sufficient funds have not been appropriated to continue its full and faithful performance under the terms of this quote, and shall, effective thirty (30) days after giving such notice or upon the expiration of the time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to the quote.

A.38 CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER – TERM CONTRACTS

It is hereby made a part of this Request for Quotation that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Manatee County shall require a "first priority" basis for services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Contractor agrees to provide services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all services required during an emergency situation. Contractor shall furnish a twenty-four (24) hours phone number in the event of such an emergency.

A.39 **PRECEDENCE**

Statements contained in the Terms and Conditions, Scope of Work, or Quote Summary section of this Request for Quotation, which vary from the information contained in this section A, Information to Quoters, shall have precedence.

A.40 **INDEMNIFICATION**

The successful vendor 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 agreement 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.

END OF SECTION A

SECTION B
TERMS AND CONDITIONS

B.01 PURPOSE

It is the intent of Manatee County to procure Fitness Equipment including delivery and Installation for Manatee County Parks and Natural Resources GT Bray Recreational Center located at 5502 33rd Avenue Drive West, Bradenton, FL 34209. It is the specific purpose of this quotation to establish an agreement for the required products to secure cost and availability.

B.02 ASSIGNMENT OF CONTRACT

Vendor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of his right, title, or interest therein, or his power to execute such Agreement, 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.

B.03 FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, lack of or failure of transportation facilities, any law, proclamation, regulation ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this item B.03, is beyond the control and without the fault or negligence of the party seeking relief.

B.04 QUANTITIES

The exact quantities are referenced on the quotation form.

B.05 DELIVERY LOCATION

Manatee County Parks and Recreation, GT Bray Recreational Center located at 5502 33rd Avenue Drive West, Bradenton, FL 34209.

B.06 PRICES & TERM

Quoters shall quote unit prices, F.O.B. Destination, including all discounts in accordance with unit of quantity indicated on Quotation 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

B.07 PAYMENT

Within forty-five (45) days after delivery by the vendor, acceptance by the County, and presentation of an appropriate invoice, the County shall pay the total amount due. Payment invoices must indicate both the Blanket Purchase Order number and the Release Order number.

B.08 **QUALITY GUARANTEE**

If any product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this quote, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. Also, the vendor shall refund to Manatee County any money which has been paid for same. The vendor will be responsible for attorney fees in the event the supplier defaults and court action is required.

B.09 **WARRANTY, MAINTENANCE SERVICE AND SUPPORT**

If any product delivered does not meet performance representations or other quality assurance as published by the manufacturers, producers, or distributors of such products or specification listed in this quote. Also, the Awarded Quoter shall refund to Manatee County any money which has been paid for same. The Awarded Quoter will be responsible for attorney fees in the event the Awarded Quoter defaults and court action is required.

If the Awarded Quoter cannot meet the delivery requirements of products for any of the items specified herein, the County reserves the right to procure the product from the next lowest responsive, responsible Quoter or to solicit new pricing.

Additional warranty specified on page C-1.

B.10 **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.

END OF SECTION B

SECTION C
MINIMUM TECHNICAL SPECIFICATIONS

C.01 SCOPE OF WORK

This Request for Quotation is solicited for the procurement, delivery and installation of fitness equipment (utilizing space management design of existing and positioning of new equipment) that is equivalent to or exceeds the fitness equipment specified herein.

C.02 WARRANTY

The following minimum warranties shall apply to all equipment offered in this Request for Quotation:

Cybox - Manufacturer Standard Warranty – Parts 2 year, Labor 1 year, Frame 10 year

Hoist – Manufacturer Standard Warranty – Frame 10 year, moving parts 5 years, Bearing, Bushing, Pulleys 3 years, coating, cables, upholstery, and accessories 1 year.

Troy – Manufacturer Standard Warranty, General Troy Power Bar Products – 1-year warranty against breakage and manufacture defects; Bumper Plates - Limited 10-year warranty against breakage and 1-year warranty against manufacture defects.

Hampton – Manufacturer Standard Warranty - All plates manufactured by Hampton Fitness carry a 5 year structural integrity warranty.

C.03 FITNESS EQUIPMENT

(1) Hoist CF-3753 7 degree Smith machine

- One hand adjustable safety stops
- EZ Lock Latching Mechanism automatically locks and unlocks weight bar and safety stops
- 10 weight plate holders
- W88”xH87”xL38”

(1) Cybox VRS Selectorized Hip Abduction/Adduction machine

- Patent pending slack free drive system, which broadens the range of motion
- Has a protective shield in front of the weight stack to protect users
- L62”xW24”xH62”

(1) Cybox Prestige VRS selectorized Back extension

- Patented pelvic stabilization system with adjustable foot brace
- Contoured lumbar pad
- Provides user placards to help with proper set up and step by step instructions
- Has a protective shield in front of the weight stack to protect users
- Smartphone and tablet holder
- Water bottle/towel holder
- Twist select incremental weight system
- L47”xW40”xH68”

(1) Hoist CF-3170 Olympic Flat Bench

- Curved frame uprights match the natural arc of exercise movement
- 8 weight plate holders
- Max storage weight of 900lbs
- 2 start/finish rack points
- Polyurethane covers for bar rack-outs to protect the Olympic bar frame

(1) Hoist CF-3355 Angled Linear Leg Press

- Fully enclosed linear bearings can accommodate up to 26 weight plates
- Back pad adjusts to 5 different positions
- Grab bar positioned on footplate for easy entry/exit
- L97”xW61”xH78”

(1) Hoist CF-3550 Preacher Curl

- 60 degree pad angle
- 7 adjustable seat positions
- 2 adjustable bar rack out positions
- Polyurethane covers for bar rack outs to protect the barbell and frame

(4) Hoist CF 3160 Super Flat/Incline Bench

- 6 adjustable back pad positions from 0degree to 80 degree in 10 degree increments
- 5 adjustable ratcheting seat positions
- Integrated hand grip and wheels provide tilt n’ roll capability

(1) Hoist CF-3264 AB Bench

- 7 adjustable angle positions from 10 degree – 20 degree in 5 degree increments
- Gas shock assisted
- Self-aligning leg roller pads accommodate varying leg lengths

(1) Cybex Prestige Chin Dip VRS Selectorized machine

- Extra sized dual position grips
- Pull up bar for both neutral a standard grip
- Foot bar has the option to flip up for unassisted pull ups and dips
- Provides user placards to help with proper set up and step by step instructions
- Has a protective shield in front of the weight stack to protect users
- Smartphone and tablet holder
- Water bottle/towel holder
- Twist select incremental weight system.
- L68”xW55”xH98”

(5) Troy 7' Olympic Power Bars Black AOB-1500B

- Black zinc coated bar
- 1500lb statical test
- 4" center knurling
- Snap ring design
- Shaft diameter 28mm

Troy Black Olympic Bumper Plates BV

- Qty = 2, 45lb non interlocking plates
- Qty = 2, 35lb non interlocking plates
- Qty = 2, 25lb non interlocking plates
- Qty = 2, 10lb non interlocking plates

Hampton Olympic Rubber Grip Plates HOG-U (Urethane)

- Qty = 28, 45lb plates
- Qty = 8, 35lb plates
- Qty = 14, 25lb plates
- Qty = 14, 10lb plates
- Qty = 14, 5lb plates
- Qty = 10, 2.5lb plates

Grip plates shall be rubber coated or urethane coated with handles, hex shaped is not acceptable.

C.04 INSTALLATION

Successful quoter to provide a minimum of a two person installation team to assemble all fitness equipment in accordance with manufacturer's requirements and position equipment as directed by designated Parks & Natural Resources staff. A current certificate of insurance naming Manatee County "a Political Subdivision of Florida as additional insured shall be required prior to delivery and installation.

C.05 SUBMITTALS

All of the above specifications are for Cybex or Hoist Fitness Equipment products; however the County is accepting quotes for all manufacturers' products that meet the above minimum specifications.

For all quoters submitting quotes for other manufacturer's products, they shall submit technical specification sheets for the brands and models of the items that they are quoting when responding to this request for quote.

END OF SECTION C

SECTION D
QUOTE SUMMARY

D.01 **MINIMUM QUALIFICATIONS OF QUOTERS**

Quoters shall be authorized manufacturer's representative of quoted fitness equipment.

D.02 **BASIS OF AWARD**

A single award shall be made to the responsive, responsible quoter having the lowest grand total quotation meeting all specifications for Fitness Equipment. Quoters shall quote each item to be considered responsive.

It shall be the responsibility of the quoter to provide documentation regarding equivalent equipment meeting the minimum specification. The County shall make the final determination upon review of quoter supplied equivalent minimum specifications.

In evaluating quotes, Owner shall consider the qualifications of the quoters; and if required, may also consider the qualifications of the Subcontractors, suppliers, and other persons and organizations proposed. Owner may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work.

Whenever two or more quotes are equal with respect to price, the quote received from a local business shall be given preference in award.

Whenever two or more quotes are equal with respect to price, and all other evaluative factors are otherwise equal, including local preference policies, if the company provides documented environmentally preferable "green" products, materials, or supplies, they shall be given preference in award.

Whenever two or more quotes which are equal with respect to price are received, and neither of these quotes are from a local business, and neither of these quotes provides documented "green" products, the award shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the Purchasing Division and open to the public.

END OF SECTION D

QUOTATION FORM

DATE DUE: November 14, 2016 at 3:00pm

To: Manatee County Purchasing
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205
Attention: Bonnie Sietman, Sr. Buyer
Or via email: bonnie.sietman@mymanatee.org
Or via Fax @ (941) 749-3034

RE: RFQ #16-3274BLS, Fitness Equipment

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 the Request for Quotes.

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 contractor shall be required to pay for any and all reprourement costs, damages, and attorney fees as incurred by the County.

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

(Print Name & Title of Signer) DATE: _____

COMPANY ADDRESS: _____

TEL. NO.: _____ FAX NO.: _____

FEIN NO.: _____

Acknowledge Addendum No. ____ Dated: _____
Acknowledge Addendum No. ____ Dated: _____
Acknowledge Addendum No. ____ Dated: _____

RFQ #16-3274BLS
FITNESS EQUIPMENT

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended Price</u>
1	Hoist CF-3753 7 degree Smith machine	1		
2	Cybex VRS Selectorized Hip Abduction/Adduction machine	1		
3	Cybex Prestige VRS selectorized Back extension	1		
4	Hoist CF-3170 Olympic Flat Bench	1		
5	Hoist CF-3355 Angled Linear Leg Press	1		
6	Hoist CF-3550 Preacher Curl	1		
7	Hoist CF 3160 Super Flat/Incline Bench	4		
8	Hoist CF-3264 AB Bench	1		
9	Cybex Prestige Chin Dip VRS Selectorized machine	1		
10	Troy 7' Olympic Power Bars Black AOB-1500B	5		
11	Troy Black Olympic Bumper Plates BV - 45#	2		
12	Troy Black Olympic Bumper Plates BV - 35#	2		
13	Troy Black Olympic Bumper Plates BV - 25#	2		
14	Troy Black Olympic Bumper Plates BV - 10#	2		

Quoter Name: _____

RFQ #16-3274BLS
FITNESS EQUIPMENT

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended Price</u>
15	Hampton Olympic Rubber Grip Plates HOG-U (Urethane) 45# rubber grip plates	28		
16	Hampton Olympic Rubber Grip Plates HOG-U (Urethane) 35# rubber grip plates	8		
17	Hampton Olympic Rubber Grip Plates HOG-U (Urethane) 25# rubber grip plates	14		
18	Hampton Olympic Rubber Grip Plates HOG-U (Urethane) 10# rubber grip plates	14		
19	Hampton Olympic Rubber Grip Plates HOG-U (Urethane) 5# rubber grip plates	14		
20	Hampton Olympic Rubber Grip Plates HOG-U (Urethane) 2.5# rubber grip plates	10		
21	Less Discount / Adjustment	1		
22	Freight Charges	1		
23	Installation	1		
24	Lead Time – ARO		_____ weeks	
25	Installation – after acceptance		_____ days	
GRAND TOTAL (items #1 through #23)				

Quoter Name: _____

Attachment "A"
STATEMENT OF NO QUOTE

If you do not intend to bid 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.: 16-3274BLS Fitness Equipment, 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 "B"

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE 5, SECTION 2-26-54,
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]

Notary Public Signature My commission expires _____

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

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

ATTCHMENT C
INSURANCE REQUIREMENTS

The successful Quoter 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 Quoter 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 / Bond Type	Required Limits
<input type="checkbox"/> Automobile Liability:	Bodily Injury and Property Damage, Owned/Non-Owned/Hired; Automobile included \$ 1,000,000 each occurrence <i>This policy shall contain severability of interests' provisions.</i>
<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; \$ 2,000,000 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>
<input checked="" type="checkbox"/> Employer's Liability:	<u>\$ 100,000</u> single limit per occurrence
<input checked="" type="checkbox"/> Worker's Compensation:	Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits & Requirements
<input checked="" type="checkbox"/> Other Insurance, as noted:	<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. <input checked="" type="checkbox"/> Installation Floater \$ 2,000,000 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). <input type="checkbox"/> Maritime Coverage (Jones Act) \$ per occurrence Coverage shall be maintained where applicable to the completion of the Work.
	<input type="checkbox"/> Pollution \$ per occurrence

Insurance / Bond Type	Required Limits
	<input checked="" type="checkbox"/> Professional Liability \$1,000,000 per occurrence/\$2,000,000 aggregate <input type="checkbox"/> Project Professional Liability \$ per occurrence <input type="checkbox"/> Property Insurance \$ 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). 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. <input type="checkbox"/> U.S. Longshoreman's and Harborworker's Act Coverage shall be maintained where applicable to the completion of the Work. <input type="checkbox"/> Valuable Papers Insurance \$ per occurrence <input type="checkbox"/> Watercraft \$ per occurrence

Reviewed by Risk: *Shade D. Keating*

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 quoter has any self-insured retentions or deductibles under any of the listed minimum required coverage, successful quoter 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 quoter's sole responsibility.

Nothing herein shall in any manner create any liability of Owner in connection with any claim against the successful quoter for labor, services, or materials, or of Subcontractors; and nothing herein shall limit the liability of the successful quoter or successful quoter'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 #16-3274BLS, Fitness Equipment / Delivery / Installation

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

Attention: Bonnie Sietman, Sr. Buyer

QUOTER'S INSURANCE STATEMENT

THE UNDERSIGNED hereto have read and understand the aforementioned insurance requirements of this RFQ and note that the evidence of insurability shall be required within ten (10) days from the date of notice of intent to award.

Quoter Name: _____ Date: _____

Quoter's Signature: _____

Print Name: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

Please return this completed and signed statement with your quotation.