



MANATEE COUNTY FLORIDA

REQUEST FOR QUOTATION #11-2670DC EDWARDS EST-2 FIRE ALARM SYSTEM REPAIR SERVICES

ATTENTION: DEBORAH CAREY-REED

PHONE (941) 749-3074 email: deborah.carey-reed@mymanatee.org FAX (941) 749-3034

DATE ISSUED: JULY 28, 2011

DUE: AUGUST 4, 2011 @ 1:00 P.M

Site Location and Contact list

1	Manatee county Historic Courthouse 1115 Manatee Avenue West, Bradenton 34205	Phil Hoffmann	Office: 941 748-4501x 7934 Cell: 941-737-3246
---	---	---------------	--

We, the undersigned hereby declare that we have reviewed the quote documents and with full knowledge and understanding, herewith submit our quote to furnish materials and services for repair services to the fire alarm system at the Manatee County Courthouse as specified herein. Contract is for one year with automatic renewal for one additional year.

Have you inspected the system? _____ Date of inspection: _____

Name of personnel who inspected the system: _____

Company Name Phone Number Fax Number

Address License Number

Email address Contact Person's Name (Print)

Authorized Signature Date (Acknowledge Addendum, if applicable, by number and date)

Email address for purchase order if awarded: _____

QUOTE CAN BE RETURNED VIA EMAIL

QUESTIONNAIRE

The Quoter warrants the truth and accuracy of all statements and answers herein contained.

1. LICENSE # and COMPANY'S NAME: _____
 CO. PHYSICAL ADDRESS: _____
 STATE OF INCORPORATION, IF APPLICABLE: _____
 TELEPHONE NUMBER: (____) _____ FAX: (____) _____

2. Your organization has been in business (under this firm's name) as a _____
 For how many years? _____ Years experience on this type system: _____

3. QUALIFICATIONS:
 Certification of training attached: _____ Yes _____ No, references per the following.

Describe and give the date and owner of the last three businesses (within Manatee County locale preferred) you have serviced with the same type/manufacturer's system as the one specified herein. Include contact name, phone number, and address:

- 3.A. Company Name:** _____ **Date:** _____

Address: _____

Contact Name: _____ Phone Number: _____

Service provided: _____

- 3.B. Company Name:** _____ **Date:** _____

Address: _____

Contact Name: _____ Phone Number: _____

Service provided: _____

- 3.C. Company Name:** _____ **Date:** _____

Address: _____

Contact Name: _____ Phone Number: _____

Service provided: _____

GENERAL CONDITIONS

PURPOSE

It is the intent of the County of Manatee to enter into contract with a qualified, experienced vendor with demonstrated experience and abilities to furnish repair services of the Edwards EST-2 fire alarm system installed at the Manatee County Courthouse.

SPECIFICATIONS

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

CLARIFICATION

It shall be the responsibility of all vendors to request any additional clarification of the contents herein. Clarification will be furnished by written addendum from Purchasing.

TAXES

Manatee County is exempt from Federal and State Sales Taxes.

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 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.

QUALIFICATIONS

Each person/company submitting a quote for this project must secure all licenses required (in accordance with Chapter 489 Florida Statutes) for the Work which is the subject of this quote; and, upon request, shall submit a true copy of all applicable licenses. Vendors will present evidence that they are competent and have the necessary equipment, experience, personnel, and resources to fulfill the terms and conditions of this contract.

BASIS OF AWARD

Award of the contract shall be made based on capability, qualifications, experience, and service costs to the most responsive, responsible quoter meeting specifications and having the lowest cost for the hourly rate for daytime hours 8am to 5pm. The prices quoted shall be all inclusive for services stated in the specifications.

PRICES AND TERMS

The prices quoted shall be used for payment and shall be deemed to include payment in full for all transportation, labor, permits, and equipment used in the performance of this contract.

If not cancelled by the vendor or the County, this contract shall be automatically extended beyond the first 12-month required base contract period for one 12-month optional period not to exceed a total contract duration of 24 months providing there are no changes of prices, terms, or conditions. Written notice of intention not to renew must be submitted by the vendor 90 days prior to the end of the first required base contract period.

DRUG FREE WORK PLACE

The Manatee County Board of County Commissioners adopted a policy regarding Quoters maintaining a Drug Free Work Place, prohibiting the award of bids to any person or entity that has not submitted written certification to the County that it has complied with those requirements.

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

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

REGULATIONS

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

COLLUSION

All vendors, by virtue of submitting their quote, certify that it is without any previous understanding, agreements or connections, with any persons, firm or corporation submitting a quote for same, and is in all respects fair, and without collusion or fraud.

SAVE HARMLESS CLAUSE

The successful vendor(s) covenants and agrees to indemnify and save harmless the County of Manatee, Florida and to defend same from all costs, expenses, damages, and attorney's fees, injury of loss, to which the County may be subjected by any person, firm, corporation or organization by reason of any wrongdoing, misconduct, want or need of care or skill, negligence or default or breach of contract, guaranty or warranty, by the successful vendor(s), his employees, agents or assigns.

COSTS INCURRED IN RESPONDING

This solicitation does not commit the County to pay any costs incurred in the submission of quotes or make necessary studies or designs for the preparation thereof, nor to procure or contract for the equipment.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The County of Manatee, Florida, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR Part 8) issued pursuant to such Act, hereby notifies all vendors that it will affirmatively ensure that in any contract entered into pursuant to this invitation, minority business enterprises will be afforded full opportunity to submit quotes in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration of an award.

CANCELLATION

The Purchase Order (Contract) shall be subject to immediate cancellation, if either product or service does not comply with the specifications, terms, or conditions stated herein. Products or services which do not comply with the specifications, terms or conditions stated herein will be returned at the vendor's expense and no payment for such defective items shall be due.

QUALITY GUARANTEE AND REMEDIAL CLAUSE

If any work or product does not meet specifications, or materials furnished in conjunction with the work will not produce the results required of the work, the vendor will be required to rectify any and all work involved in the unsatisfactory situation. If the unsatisfactory work or products involves other vendors who are blameless, then it shall be the responsibility of the vendor responsible for the faulty work or the furnishing of unsatisfactory materials to reimburse the blameless vendors for any and all additional work or materials required due to the faulty work or products. 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.

QUALITY TERMS

The County reserves the right to reject any product, if in its judgment the product reflects unsatisfactory workmanship, or manufacturing defects.

BE GREEN

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.** Provide detail of your organization's initiative and its ability to meet the goal of environmental sustainability.

INSURANCE COVERAGE

The quoter will not commence work under a contract until all insurance under this section, and such insurance coverage as might be required by the County, has been obtained. Minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy) shall be as follows:

INSURANCE COVERAGE (cont'd)a. Workers' Compensation/Employers' Liability

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Worker's Compensation Act, the Longshoremen's and Harbor Worker's Compensation Act or any other coverage required by the contract documents which are customarily insured under Part One of the standard Worker's Compensation Policy.

Part Two - The minimum amount of coverage for the coverage required by the contract documents which are customarily insured under Part Two of the standard Worker's Compensation Policy shall be:

\$ 100,000	(Each Accident)
\$ 300,000	(Disease-Policy Limit)
\$ 100,000	(Disease-Each Employee)

b. Commercial General Liability

The limits are to be applicable only to work performed under this contract and shall be those that would be provided with the attachment of the Amendment of the Limits of Insurance (Designated Project of Premises) endorsement (ISO Form GC 25 03) to a Commercial General Liability Policy with the following minimum limits:

Products/Completed Operations Aggregate	\$ 300,000
Personal and Advertising Injury	\$ 300,000
Each Occurrence	\$ 300,000
Fire Damage (Any one fire)	\$ NIL
Medical Expense (Any one person)	\$ NIL

c. Business Auto Policy

Each Occurrence Bodily Injury and Property	
Damage Liability Combined	\$ 300,000
Annual Aggregate (If Applicable)	Three times each occurrence limit.

d. Owners Protective Liability Coverage

The minimum OPC Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the quoter shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability Coverage. The limits afforded by the OPC Policy and any excess policies shall apply only to the Owner and the Owner's officials, officers, agents and employees and only to claims arising out of or in connection with this work/contract.

e. Certificates of Insurance and Copies of Policies

Certificates of Insurance evidencing the insurance coverage specified in the above paragraphs shall be filed with Purchasing before operations are begun. The required certificates of insurance shall not only name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the project title and location of project. Insurance shall remain in force at least one year after completion and acceptance of the project by the County. **County of Manatee shall be specifically named as additional insured.** If the initial insurance expires prior to completion of operations and or services by the bidder, renewal certificates of insurance and required copies of policies shall be furnished by the bidder and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.

SUPPLEMENTAL CONDITIONS

1. Before submitting a quote, the vendor shall familiarize themselves with the specified system. All site visits and work shall be coordinated with the Property Management representative, Phil Hoffmann, cell number is (941) 737-3246.
2. Quotes will be considered only from firms normally engaged in providing the services specified herein and have sufficient support, equipment, and organization to ensure they can satisfactorily execute the service if awarded a contract under the terms and conditions stated herein. No sub-contracts allowed for this contract.
3. The vendor shall own or have access to all equipment and instrumentation required for work performed under this contract and that equipment and instrumentation shall be available for the duration of the contract.
4. If the vendor is unable to repair the system within a reasonable amount of time, the County may contact another firm to repair the problem and charge full increase in cost to the vendor.
5. Man hours paid under this contract shall be only for productive hours at the job site. The County shall not accept any contract with a minimum charge stipulation. Replacement parts shall be at cost plus a percentage for profit and overhead. (Vendor shall submit paid parts invoice with request for payment.)
6. All work shall be done in a safe and workmanlike manner with jobsite left clear of debris. Vendor and his personnel shall conduct themselves in a professional manner. Vendor shall comply with all applicable codes and any local safety regulations.
7. For security purposes, the awarded vendor will provide the Project Management Department (Phil Hoffmann) with a list of names for all persons that will be working on-site. Additionally, all persons authorized to work on-site will possess and present, as requested, a photo ID. The ID could be either a company authorized photo ID or current driver's license. The Project Management Department will work with the awarded vendor should there be any issues regarding these or other security issues.

TECHNICAL SPECIFICATIONS
For Edwards EST-2 @ Historic Courthouse
3-year supplemental service agreement

I. SCOPE

Provide Supplemental labor, material and equipment to perform trouble shooting, installations and repair services related to programming changes on EDWARDS EST-2 fire alarm system located at the Historic Courthouse. All work to this panel must be in compliance with local, NFPA 72 (most recent edition), and Uniform Fire Safety Rules and Standards requirements. Other work will be at the sole option of the County at the prices provided by the vendor on the Bid Form. All work performed shall comply with local, NFPA 72 and the Uniform Fire Safety Rules and Standards (latest editions).

In accordance with the General Conditions, Reserved Rights: The County reserves the right to add locations and/or equipment at the same rate bid for similar locations/ equipment, or to delete locations/equipment.

II. DESCRIPTION OF THE WORK

A. Repair Services

1. Successful Vendor shall inform the appropriate County representative (site Contact) *immediately* of all corrective actions required to any part of the system(s) for which he is responsible.
2. All vendors shall respond within four (4) hours of being called for labor repair services or as arranged by Property Management. County's authorized representative will make arrangements for access. Regular-time repairs are performed during normal business hours: Monday - Friday, 8:00 a.m. - 5:00 p.m. Overtime shall be considered any other time, including weekends and holidays. Labor repair hours apply to on-site time only. No travel or other costs are to be added.
3. Vendor shall make two (2) new CD's after changing any programming of the fire panel and leave them with the site contact person when the present their service report.
4. Parts Cost will be according to: percent of mark-up over wholesale or cost price. (See tab sheet)

III. QUALIFICATIONS OF THE VENDOR

- A. All vendors submitting a bid shall submit supporting documents reflecting their experience with Edwards EST-2 models. Minimum documentation required is either certificates of completed training on a specific

manufacturer's product by key repair personnel; or the names of a minimum of (3) local businesses or agencies that vendor has serviced with the same equipment. Vendor shall include the addresses, contact names, telephone numbers, and years of service for each of the references.

A minimum of *three* (3) years direct work experience with the control panel specified must be documented for a vendor to be responsive in any specific group.

- B. Dispatched service technician must know all phases of the existing system, including program loading related microprocessor and sequence of operations.

Site Information

	Location	Contact Name	Phone #
1	Manatee County Historic Courthouse 1115 Manatee Ave. W. Bradenton, FL 34205	Phil Hoffmann	Office: 941 748-4501x 7934 Cell: 941-737-3246

Tab sheet

	Fill in amount you will charge Manatee County		\$ Amount
1	Hourly rate for daytime hours 8 am to 5 pm	\$	_____ Per hour
2	Hourly rate for after hours and weekend/holidays	\$	_____ Per hour
3	Percent mark-up on parts (if any) above wholesale or your cost.		_____ %

ATTACHMENT "A"

Drug Free Work Place Certification

SWORN STATEMENT PURSUANT TO SECTION 6-101(7)(B),
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 will provide a drug free work place by:

(1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by § 893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

- (i) the dangers of drug abuse in the work place;
- (ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
- (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) the penalties that may be imposed upon employees for drug abuse violations.

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

- (i) abide by the terms of the statement; and

ATTACHMENT A (Cont'd.)

(ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

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

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

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

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

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

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this ___ day of _____, 200___ 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.

Attachment "B"

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE 6, MANATEE COUNTY PURCHASING CODE

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

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

_____ for _____
[print name of entity submitting sworn statement]

whose business address is: _____

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

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

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

(2) been convicted of an agreement or collusion among 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.

Attachment B (Cont'd.)

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.