

MANATEE COUNTY GOVERNMENT
INVITATION FOR BIDS (IFB) #12-0471CD
MAINTENANCE AND REPAIR OF UNINTERRUPTIBLE
POWER SYSTEMS, STATIC TRANSFER SWITCHES,
AND ASSOCIATED POWER DISTRIBUTION UNITS
AND BATTERIES

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

INFORMATION CONFERENCE: In order to insure that all prospective bidders have sufficient information and understanding of the County's needs, an information conference will be held:

Wednesday, February 1, 2012 at 10:00 AM

at the Manatee County Administrative Center, Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205.

DEADLINE FOR CLARIFICATION: **Wednesday, February 8, 2012**

TIME AND DATE DUE: **Thursday, February 16, 2012 at 3:00 PM**

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Important Note: **A prohibition of Lobbying has been enacted. Please review paragraph A.22 carefully to avoid violation and possible sanctions.**

FOR INFORMATION CONTACT:
CHRIS DALEY, CPPB- SENIOR BUYER
Phone (941) 749-3048 - Fax (941) 749-3034

AUTHORIZED TO RELEASE:



INFORMATION TO BIDDERS

A.01 OPENING LOCATION

These bids will be publicly opened in the Manatee County Purchasing Office, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205 in the presence of County officials at the time and date stated. All bidders or their representatives are invited to be present.

A.02 BID INFORMATION AND BID DOCUMENTS

Manatee County Purchasing Division posts **notices of bid or proposal opportunities and addenda** on the Purchasing Division's web page at <http://www.mymanatee.org> which can be accessed by clicking on the "Purchasing" button on the left side of the screen and then clicking on the "Bids and Proposals" button.

Bid or Proposal documents and the Notices of Source Selection related to those Bids or Proposals are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "Bids and Proposals." You may view and print these files using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the County's web page if you do not have it.

Manatee County collaborates with the Manatee Chamber of Commerce on distributing solicitations using the RFP Tool web page on the Chambers website: <http://www.Manateechamber.com> to post Bid and Proposal documents in a portable document format (.PDF) file. This step is in addition to the posting on Manatee County Government web pages.

Manatee County may also use an internet service provider to distribute Bids and Proposals. A link to that service <http://www.DemandStar.com>, is provided on this website under the Tab "DemandStar". Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Note: The County posts the Notice of Source Selection seven calendar days prior to the effective date of the award.

IT IS THE RESPONSIBILITY OF EACH VENDOR, PRIOR TO SUBMITTING THEIR BID or PROPOSAL, TO CONTACT THE MANATEE COUNTY PURCHASING OFFICE (see contact information on page one of this document) TO DETERMINE IF ADDENDA WERE ISSUED AND TO MAKE SUCH ADDENDA A PART OF THEIR BID or PROPOSAL.

A.03 BID FORM DELIVERY REQUIREMENTS

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their bid delivered to the Manatee County Purchasing Office for receipt on or before the stated time and date. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Office. Bids delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense.

A.04 DEADLINE FOR CLARIFICATION REQUESTS

February 8, 2012 shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids to the Manatee County Purchasing Office.

This deadline has been established to maintain fair treatment for all potential bidders, while maintaining the expedited nature of the Economic Stimulus that the contracting of this work may achieve

A.05 CLARIFICATION & ADDENDA

Each bidder shall examine all Invitation for Bids documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids shall be made through the Manatee County Purchasing Office. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

If any addenda are issued to this Invitation for Bid, the County will Broadcast the addenda on the Demand Star distribution system to "Planholders" on this web service, and post the documents on the Purchasing Division's web page at <http://www.mymanatee.org> which can be accessed by clicking on the "Purchasing" button on the left side of the screen and then clicking on the "Bids and Proposals" button. It shall be the responsibility of each bidder, prior to submitting their bid, to contact Manatee County Purchasing (see contact on page 1) to determine if addenda were issued and to make such addenda a part of their bid.

A.06 SEALED & MARKED

Three signed copies of your bid shall be submitted in one sealed package, clearly marked on the outside "Sealed Bid #12-0471CD – Maintenance and Repair of Uninterruptible Power Systems, Static Transfer Switches, and Associated Power Distribution Units and Batteries" with your company name.

Address package to:

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

A.07 LEGAL NAME

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

A.08 BID EXPENSES

All expenses for making bids to the County are to be borne by the bidder.

A.09 IRREVOCABLE OFFER

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

A.10 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this Invitation For Bids become "Public Records" and are subject to public disclosure consistent with Chapter 119, Florida Statutes.

Bids/Proposals become subject to disclosure 30 days after the Opening or if a notice of intended award decision is made earlier than this time as provided by Florida Statute 119.071(1)(b). No announcement or review of the offer shall be conducted at the public opening. If the County rejects all offers and concurrently notices its intent to reissue the solicitation, initial offers are exempt until the County provide notice of its intended decision, or 30 days after the opening of the new offers.

A.11 RESERVED RIGHTS

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

To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the Invitation for Bids. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to deliver the goods or service requested. Information the County deems necessary to make this determination shall be provided by the bidder. 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.12 APPLICABLE LAWS

Bidder 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 any Manatee County procurement shall be in accordance with Manatee County Purchasing Code of Laws, as amended. Any actual or prospective Bidder who is aggrieved in connection with the solicitation or award of a contract may protest to the Board of County Commissioners of Manatee County as required in Section 2-26/61 of the Purchasing Code.

A protest with respect to this Invitation For Bid shall be submitted in writing prior to the scheduled opening date of this proposal, unless the aggrieved person did not know and could not have been reasonably expected to have knowledge of the facts giving rise to such protest prior to the scheduled opening date of this bid. The protest shall be submitted within seven calendar days after such aggrieved person knows or could have reasonably been expected to know of the facts giving rise thereto.

A.13 CODE OF ETHICS

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

The County anticipates that all statements made and materials submitted in a bid will be truthful. If a bidder is determined to be untruthful in its bid or any related presentation, such bidder may be disqualified from further consideration regarding this Invitation For Bid.

A.14 COLLUSION

By offering a submission to this Invitation for Bids, the bidder certifies that the bidder has not divulged, discussed or compared their bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to their own organization, that in connection with this bid:

- 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 bidder or with any competitor;
- b. any prices and or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to the scheduled opening, directly or indirectly to any other bidder or to any competitor;
- c. no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

A.14 COLLUSION (Continued)

- d. the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by bidder for purpose of doing business.

A.15 BID FORMS

Bids must be submitted on attached County forms, although additional pages may be attached. **Bidders must fully comply with all bidding documents, and all terms and conditions contained within.** Failure to comply shall result in contract default, whereupon, the defaulting vendor shall be required to pay for any and all procurement costs, damages, and attorney fees as incurred by the County.

A.16 DISCOUNTS

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

A.17 TAXES

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

A.18 MATHEMATICAL ERRORS

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

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

A.19 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the Contract Documents, all equipment, materials and articles incorporated in the work covered by this contract shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Contract 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.20 MODIFICATION OF BID DOCUMENTS

If a bidder wishes to recommend changes to the bid documents, the bidder shall furnish in writing, data and information necessary to aid the County in evaluating the request to modify the bid documents. The County is not obligated to make any changes to the bid documents. Unless an addendum is issued as outlined in Article A.05, the bid documents shall remain unaltered. **Bidders must fully comply with the bid documents, terms, and conditions.**

A.21 AMERICAN DISABILITIES ACT

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

A.22 LOBBYING

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

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

A.23 DISQUALIFYING CRIMINAL MATTERS; CERTIFICATION REQUIRED

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 s. 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

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

A.24 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, Manatee County hereby notifies all prospective offerors that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of contract.

A.25 MBE/WBE

The State of Florida, **Office of Supplier Diversity** provides the certification process and the database for identifying certified MBE/WBE firms. This service may be directly accessed at: <http://www.osd.dms.state.fl.us/iframe.htm>

If you have any questions regarding this State service, please contact their office at (850) 487-0915.

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

GENERAL TERMS AND CONDITIONS

B.01 CONTRACT FORMS

Any agreement, contract, or Purchase Order resulting from the acceptance of a bid shall be made by a purchase order and be bound by the terms and conditions herein.

B.02 AUTHORIZED PRODUCT REPRESENTATION

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

B.03 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 bid, 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.04 ROYALTIES AND PATENTS

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

B.05 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.

B.06 REGULATIONS

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

B.07 MANUALS, SCHEMATICS, HANDBOOKS

All manuals, schematics and handbooks shall be provided which are applicable to the equipment delivered. An operators manual, parts manual and technician manual must also be provided. Parts lists (manuals) must include OEM part numbers for items not manufactured by the bidder. Vendor shall furnish two (2) copies of each publication.

SPECIFIC TERMS & CONDITIONSC.01 PURPOSE

It is the intent of Manatee County to engage a vendor who will provide annual manufacturers' preventative maintenance, quarterly service inspections and repair of specified uninterruptible power systems, static transfer switches, associated power distribution units, and batteries that will allow the County Departments to operate the equipment continuously, reliably, safely and effectively.

C.02 BLANKET ORDER

Blanket Purchase Order(s) shall be issued as a result of this bid. A Blanket Purchase Order number, when accompanied by a valid Release Order number provided by an authorized County department, will authorize the services performed at each Department.

A master agreement with subsequent individual orders shall be used, therefore for payment; each invoice must indicate the Blanket Purchase Order number followed by a valid Release Order number.

C.03 QUANTITIES

Locations requiring routine service are listed on the Bid Form. During the term of the contract, the County may add or delete equipment as needed. The contracted vendor will be given the first opportunity to quote additional equipment. If the price is considered to be equitable with other previously quoted maintenance, it will be added to the term contract. If the County does not agree with the vendor's price for new equipment, a new quote for that equipment will be issued.

C.04 DELIVERY TIME

Inspections shall be pre-scheduled with each building supervisor. Vendor shall provide maintenance and repairs between the hours of 7:30 AM and 5PM, Monday through Friday, excluding County holidays for the designated locations listed herein, unless otherwise agreed to by the County.

C.05 EMERGENCY WORK

Emergency service (when the health, safety and/or welfare of the general public is involved) shall require the vendor to respond to the emergency site within **two (2) hours** of the call to diagnose the problem, stabilize the system and make any and all repairs without delay, regardless of the time of day and day of week.

Vendor shall provide the County with an emergency phone contact which may be reached 24 hours per day, seven (7) days per week.

The vendor may charge a call out charge, however the hourly rate paid will be authorized for on-site time only. All parts required for repair will be billed as shown on the vendor's factory invoice plus mark-up or mark-down as shown on the bid form.

Failure to respond within the time specified may result in liquidated damages and/or termination of this contract.

C.06 LIQUIDATED DAMAGES

When Contractor fails to perform, as specified, the emergency services required in this agreement, the County will have been damaged by that lack of performance. Since it is difficult to define the amount of damage caused, Contractor shall agree to the following liquidated damages:

1. If trained personnel do not report within the time specified to provide the emergency services required by the contract, the County will incur damages; and liquidated damages of **\$100** per every half hour trained personnel do not report will be deducted from payments due the Contractor. Contractor will be notified of the assessment of liquidated damages by telephone or FAX within twenty-four (24) hours of failure to report for emergency services within time specified.

C.07 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 C.07, is beyond the control and without the fault or negligence of the party seeking relief.

C.08 SECURITY

Vendor must check with and comply with each County facility's security requirements for deliveries and drivers. Minimal requirements are that deliveries will be accepted only from a driver who has a photo copy of their driver's license on file with the County. The Vendor must provide driver's name, license number, and photo.

C.09 CONTRACT TERM

This contract shall be for a period of three years, commencing from date of award, unless renewed or terminated as provided in this bid document.

C.10 RENEWAL

Provided that there are no changes of prices, terms, or conditions, **this contract shall be automatically extended/renewed** beyond the first thirty six (36) month contract period for additional twelve (12) month periods not to exceed total contract duration of sixty (60) months. **Written notice of intention not to renew must be submitted by the successful bidder 90 days prior to the end of a contract period.** Should any Vendor choose not to renew the bid awarded, the County reserves the right to terminate the Contract with that Vendor and select the next qualified bidder, or re-advertise for those bid items, or solicit a new Invitation for Bid for all items (including multiple bid awards).

C.11 CANCELLATION

It is mutually understood and agreed that any award made as a result of this bid may be canceled by the vendor upon 180 days written notice by Certified Mail to the County. However, the County is hereby authorized to purchase, in accordance with the prices bid, any quantity of materials and/or services during this 180 day interim provided the County requests delivery during this period.

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

C.12 PRICES & TERM

The prices bid shall be used for payment and shall be deemed to include payment in full for all transportation, labor, permits/notices, materials, and equipment required for the complete delivery and service of each unit. The prices bid shall be in accordance with the Bid Form(s) and shall remain firm and irrevocable for the contract period.

C.13 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.

C.14 WARRANTY, MAINTENANCE, SERVICE AND SUPPORT

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 bid, the vendor shall pick up the product from the County at no expense to the County. 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.

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

C.15 INSURANCE

The vendor will not commence work under a contract until the vendor has obtained all insurance under this section, and such insurance coverage as might be required by the County. The vendor shall obtain, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

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 Workers' Compensation Act or any other coverage required by the contract documents which are customarily insured under Part One of the standard Workers' Compensation Policy.

C.15 INSURANCE (CONTINUED)

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 Workers' Compensation Policy shall be:

<u>\$100,000</u>	(Each Accident)
<u>\$500,000</u>	(Disease-Policy Limit)
<u>\$100,000</u>	(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 Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 03) to a Commercial General Liability Policy with the following minimum limits.

Products/Completed Operations Aggregate	<u>\$300,000</u>
Personal and Advertising Injury	<u>\$300,000</u>
Each Occurrence	<u>\$300,000</u>
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 bidder 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 the work under this contract.

e. Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the Purchasing Official 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, 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, in the amounts and types as stated herein, including coverage for all products and services completed under this contract.

ADDITIONAL INSURED: - The successful vendor shall name Manatee County as additional insured on all of the required policies.

C.15 INSURANCE (CONTINUED)

If the initial insurance expires prior to the completion of operations and/or services by the vendor, renewal certificates of insurance and required copies of policies shall be furnished by the vendor and delivered to the Purchasing Official (30) days prior to the date of their expiration.

Nothing herein shall in any manner create any liability of the County in connection with any claim against the vendor for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the vendor or his sureties to the County or to any workers, suppliers, material men or employees.

C.16 MATERIAL SAFETY DATA SHEET

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

MINIMUM TECHNICAL SPECIFICATIONS

D.01 SCOPE OF MAINTENANCE AND SERVICE

1. The vendor shall meet or exceed the manufacturers' documented preventative maintenance (PM) service as described by the manufacturer of the UPS system, static transfer switches, and all associated PDU's. (See attached list.)
2. The vendor is to perform repairs and other services as directed by the County and as part of the scope of work. Any and all repairs shall be performed in order that the equipment meets the original manufacturer's specifications for performance.
3. The vendor is responsible for battery maintenance and testing as part of the quarterly inspections and annual maintenance. Replacement of batteries is defined below.
4. The vendor is responsible for power train capacitor maintenance and testing as part of the quarterly inspections and annual maintenance. Planned replacement of capacitors is defined below.
5. It is the understanding of the County that this contract is to be considered a full service maintenance contract with no additional billable services authorized unless pre-approved by the County. The only additional billable hours would apply to emergency call out repairs.

The vendor is to perform manufacturer's preventative maintenance, quarterly inspections and or scheduled service and repairs only as directed or pre-approved by the County.

D.02 QUALIFICATIONS OF THE VENDOR

The vendor shall be a licensed and trained UPS service company with a minimum of five (5) years of experience servicing, repairing and maintaining uninterruptible power systems that service data centers.

The Contractor's work force assigned to perform work under this Contract shall have a minimum of three (3) years of experience servicing, repairing and maintaining uninterruptible power systems of similar size or larger as contained in this contract.

The vendor must also be licensed to handle all materials associated with this type of work. All work performed on site shall be done by the vendor's employees. No subcontractors or independent contractors hired by the vendor shall on on-site without prior approval from the County.

D.03 VENDOR SUBMITTALS

Each bidder shall be required to do a mandatory site inspection accompanied by County staff, and as a portion of their bid submit a completed Contractor's Questionnaire included as pages 31 and 32, showing the date of their site inspection. To demonstrate qualifications to perform the Work, each bidder must submit the following written evidence with their quote submittal to be considered responsive:

1. Documentation showing that the vendor has staff personnel who can complete the manufacturers' service and maintenance for the specified UPS systems, associated equipment, controls, capacitors and batteries; (i.e., Liebert and PowerWare service manuals.)

D.03 VENDOR SUBMITTALS (Continued)

2. Must provide the number of years in business and the name of the person or persons with the authority to resolve contract disputes. Submit documentation showing the name and contract information for other public entities for which the vendor has done UPS system maintenance and repairs.
3. Submit documentation showing the vendor's direct knowledge of the manufacturers' documented maintenance requirements for the listed equipment and documentation showing that all maintenance work done by the vendor will meet or exceed the manufacturers' requirements.
4. Submit documentation showing the vendor can supply repair parts for Liebert and PowerWare equipment quickly if needed.
5. Submit qualifications of workforce to be assigned to perform work under this contract.

D.04 SCHEDULED SERVICE PROCEDURES

It is the vendor's responsibility to show Manatee County that they have specific knowledge regarding the manufacturer's maintenance requirements. The vendor is required to maintain the equipment per the manufacturers' service maintenance specifications.

In addition, the vendor is required to visit each site quarterly to service and inspect all equipment and batteries and to submit a written service report which details the status and functionality of all of the specified equipment.

At **no time** is the vendor authorized to transfer load to a generator set without the location Manager's prior approval and knowledge; nor is the vendor authorized to power down any equipment without the location Manager's prior knowledge.

Please refer to the attached list for the make and model of the UPS, PDU's, Static Switches, and Batteries operated by different departments of the County. (This list is provided for informational purposes and is not intended to be a list of all of the UPS equipment in operation by Manatee County Government.) The vendor is required to confirm the make, model, and serial number of all identified equipment.

D.05 REPAIR PROCEDURES

When the vendor is notified that a repair call is needed, the vendor is required to respond to the location within four (4) hours to diagnose the problem, stabilize the system and make any and all repairs without delay. Once the equipment is repaired the vendor is required to complete a service report detailing all work and repairs before leaving the site. This report is to detail all hours spent on-site and all parts used to make the repairs to the equipment.

The vendor may charge a call out charge, however the hourly rate paid will be authorized for on-site time only. All parts required for repair will be billed as shown on the vendor's factory invoice plus mark-up or mark-down as shown on the bid form.

Failure to respond within the time specified may result in the work being performed by others and/or termination of this contract.

D.06 BATTERIES

All battery strings are to be replaced once during the initial three year period of the maintenance contract. The costs associated with this battery replacement and disposal of existing batteries are to be included in the replacement cost.

All battery strings for locations marked as **urgent** on the bid form shall be replaced during the first three months of the contract period. The battery replacements for the other locations will be scheduled as needed during the initial contract period.

For any locations that are not replaced during the first year of the contract period, the replacements shall be done at the hourly rate and mark-up or mark-down as shown on the bid form.

All replaced batteries are to meet or exceed the load rating and capacity of the existing batteries.

Quarterly Maintenance Reports are to provide data that details the operating capacity and "battery health" of all batteries within every string. Batteries identified as not operating to full capacity will be replaced as per the single battery rate and pricing detailed on the bid form.

D.07 CAPACITORS

Capacitors have a rated life similar to the batteries, and to this end Manatee County will require periodic change out of critical capacitors. Manatee County Property Management will require a power train capacitor bank change out every 5 years.

The Property Management Department has identified locations where the Power Train Capacitor Banks are to be replaced at the same time the batteries are being replaced during the first three months of the contract period. The power train capacitor bank replacements for all other County Department locations will be scheduled as needed.

The Power Train Capacitor Bank shall include the following:

1. Input AC filter bank
2. DC Buss bank
3. Output AC filter bank

D.08 ADDITIONAL LOCATIONS

The County may add additional locations and/or sites as needed or as new equipment comes on-line. The vendor agrees to add these sites at a cost that is proportional to existing sites and equipment type.

D.09 SERVICE REPORTS

Service reports shall detail the operating condition and all repairs or maintenance done on the equipment at the completion of every site visit. All service reports are to be location and equipment specific, show all work performed, show all materials or parts used on each system and the time on-site by the vendor, including vendor's arrival and departure time. The vendor is responsible to include on each service report any conditions found which may adversely affect the operation of the equipment. The service report must be signed by the County's site manager for the location that the service is being performed.

D.10 USE OF PREMISES

The vendor must conform to all site rules and regulations. These include but are not limited to keeping the public areas free of waste materials, removing all rubbish from site(s) daily before leaving the premises, and strictly adhering to all local and/or State safety codes.

D.11 WORK SCHEDULE

All maintenance work is to be scheduled with the Departmental contact person identified on the Site Location List that is attached to this Bid document. The County may require the vendor to perform the maintenance services during "off hours" or during normal business hours as needed. No additional fees will be billable if "off hours" are required. The vendor will not be required to do maintenance on official County holidays. In general, maintenance work that will take the system off-line and result in an unsecured electrical supply will be performed after regular working hours.

D.12 WARRANTY

All parts, labor, and batteries replaced as part of this contract will be considered under full replacement warranty for a minimum period of one (1) year from installation.

The vendor shall provide a full manufacturer's warranty on all batteries replaced as part of this contract, and shall provide the requesting Department with the written manufacturer's warranty at the time of replacement.

All costs associated with a warranty repair will be at no cost to Manatee County.

BASIS OF AWARDE.01 BASIS OF AWARD

Award shall be made to the lowest, responsive and responsible bidder meeting all vendor qualifications and having the lowest overall total price.

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

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

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

SECTION F

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION**F.01 Vendor Registration**

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

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

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

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

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

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

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

A link to "Purchasing" is listed under the "Quick Links" on page one of this County Web Site.

On the left hand side of the Purchasing Web page, click on "Vendor Registration."

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

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

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION**F 02 Section 2-26-6. Local preference, tie bids, local business defined.**

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

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

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

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

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

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

1. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
2. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;
3. Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
4. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;

F.02 Section 2-26-6. Local preference, tie bids, **local business defined.** (Continued)

5. Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county commission or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

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

1. Has not within the five years prior to the bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;

2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the bid announcement;

3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

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

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

A. Authorized Representative

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

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

Business Phone Number: _____

Email Address: _____

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

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

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

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

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

Signature of Affiant _____

STATE _____ OF _____ FLORIDA
COUNTY OF _____

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

(Notary Seal) Signature of Notary: _____

Name of Notary: (Typed or Printed) _____

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

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

BID FORM
(Submit in Triplicate)

TO: Manatee County Purchasing
1112 Manatee Avenue West
Bradenton, Florida 34205

RE: "Sealed Bid # 12-0471CD – Maintenance and Repair of Uninterruptible Power Systems, Static Transfer Switches, and Associated Power Distribution Units and Batteries"

We, the undersigned, hereby declare that we have carefully reviewed the bid documents, and with full knowledge and understanding of the aforementioned herewith submit this bid, meeting each and every specification, term and condition contained in this Invitation for Bids.

We understand that the bid specifications, terms and conditions in their entirety shall be made a part of any agreement or contract between Manatee County and the successful bidder. Failure to comply shall result in contract default, whereupon, the defaulting vendor shall be required to pay for any and all re-procurement 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: _____

UPS & Battery PM (Include Static Transfer Switches & PDU)										
A	Locations	Maintenance 1 st Quarter (Mar.)	Maintenance 2 nd Quarter (June)	Maintenance 3 rd Quarter (Sept.)	Maintenance 4 th Quarter (Dec.)	=	Annual Maintenance Cost	Multiplied by # of Years of Initial Contract Period	=	Total Contract Maintenance Cost
	PROPERTY MANAGEMENT DEPARTMENT LOCATIONS									
1	Administration Building	\$	\$	\$	\$	=	\$	3	=	\$
2	Desoto Center (MSO)	\$	\$	\$	\$	=	\$	3	=	\$
3	GTE Building	\$	\$	\$	\$	=	\$	3	=	\$
4	Manatee County Detention Facility (MSO)	\$	\$	\$	\$	=	\$	3	=	\$
5	Manatee County Emergency Operations Center (EOC)	\$	\$	\$	\$	=	\$	3	=	\$
6	Manatee County Judicial Center (UPS Room)	\$	\$	\$	\$	=	\$	3	=	\$
7	Manatee County Judicial Center (Command Ctr)	\$	\$	\$	\$	=	\$	3	=	\$
8	Duette Radio Tower	\$	\$	\$	\$	=	\$	3	=	\$
9	Myakka City Radio Tower	\$	\$	\$	\$	=	\$	3	=	\$
10	East Bradenton Radio Tower	\$	\$	\$	\$	=	\$	3	=	\$
11	CR 675 Radio Tower	\$	\$	\$	\$	=	\$	3	=	\$

VENDOR NAME: _____

UPS & Battery PM (Include Static Transfer Switches & PDU)									
Locations	Maintenance 1 st Quarter (Mar.)	Maintenance 2 nd Quarter (June)	Maintenance 3 rd Quarter (Sept.)	Maintenance 4 th Quarter (Dec.)	=	Annual Maintenance Cost	Multiplied by # of Years of Initial Contract Period	=	Total Contract Maintenance Cost
A					=			=	
12	1st Ave Water Tower (Start on 10/1/2012) \$	\$	\$	\$	=	\$	2.25	=	\$
13	Cortez Water Tank(Start on 10/1/2012) \$	\$	\$	\$	=	\$	2.25	=	\$
UTILITIES DEPARTMENT LOCATIONS									
14	Southeast Water Reclamation Facility \$	\$	\$	\$	=	\$	3	=	\$
15	North County Water Reclamation Facility \$	\$	\$	\$	=	\$	3	=	\$
16	Central Laboratory \$	\$	\$	\$	=	\$	3	=	\$
17	Water Treatment Plant Facility \$	\$	\$	\$	=	\$	3	=	\$
TOTAL CONTRACT MAINTENANCE COSTS									\$

VENDOR NAME: _____

BATTERY STRING REPLACEMENTS (ONE TIME DURING FIRST YEAR OF CONTRACT PERIOD)					
B	Locations	All Batteries of each UPS system are to be replaced once during the initial contract period (Each vendor shall indicate the type and model # of batteries being offered for replacement of each location's battery string)	=	One time Battery String Replacement Cost	
PROPERTY MANAGEMENT DEPARTMENT LOCATIONS		(Locations marked urgent shall have batteries replaced during the first three months of initial contract period- all other locations shall be done as needed or requested by Department.)	Quantity	Unit Cost	=
1	GTE Building- urgent	A total of (48) Batteries	48	\$	= \$
2	Manatee County Emergency Operations Center (EOC)- urgent	A total of (320) Batteries	320	\$	= \$
3	Manatee County Judicial Center (UPS Room)- urgent	A total of (80) Batteries	80	\$	= \$
4	Manatee County Judicial Center (Command Ctr)- urgent	A total of (160) Batteries	160	\$	= \$

VENDOR NAME : _____

BATTERY STRING REPLACEMENTS (ONE TIME DURING FIRST YEAR OF CONTRACT PERIOD)					
B	Locations	All Batteries of each UPS system are to be replaced once during the initial contract period (Each vendor shall indicate the type and model # of batteries being offered for replacement of each location's battery string)	=	One time Battery String Replacement Cost	
	UTILITIES DEPARTMENT LOCATIONS (Locations marked urgent shall have batteries replaced during the first three months of initial contract period- all other locations shall be done as needed or requested by Department.)	Quantity	Unit Cost	=	
5	Central Laboratory urgent	A total of (24) Batteries	24	\$	\$
6	Water Treatment Plant- Toshiba UPS	A total of (20) Batteries- 8 Batteries were changed in 7/2011- Balance needs to be changed out	12	\$	\$
7	Water Treatment Plant- APC UPS	A total of (16) Batteries	16	\$	\$
8	Water Treatment Plant- Controlled Power UPS	A total of (10) Batteries	10	\$	\$
			TOTAL ONE TIME BATTERY REPLACEMENT COSTS		\$

VENDOR NAME : _____

CAPACITOR REPLACEMENTS (ONE TIME DURING CONTRACT PERIOD)			
C	Locations	All Capacitors of the Power Train Capacitor Bank of each UPS system may need to be replaced once during the initial contract period. The Power Train Capacitor Bank shall include the Input AC filter bank, the DC Buss bank, and the Output AC filter bank for each UPS system.	One time Power Train Capacitor Bank Replacement Cost
			=
	PROPERTY MANAGEMENT DEPARTMENT LOCATIONS (The power train capacitor banks of these locations shall be replaced during the first three months of initial contract period)		
1	Administration Building	1. Input AC filter bank 2. DC Buss bank 3. Output AC filter bank	= \$
2	Desoto Center (MSO)	1. Input AC filter bank 2. DC Buss bank 3. Output AC filter bank	= \$
3	GTE Building	1. Input AC filter bank 2. DC Buss bank 3. Output AC filter bank	= \$
4	Manatee County Detention Facility (MSO)	1. Input AC filter bank 2. DC Buss bank 3. Output AC filter bank	= \$
	UTILITIES DEPARTMENT LOCATIONS (All power train capacitor banks for this department shall be done on an as required basis).		
5	Central Laboratory	1. Input AC filter bank 2. DC Buss bank 3. Output AC filter bank	= \$
	TOTAL ESTIMATED ONE TIME POWER TRAIN CAPACITOR BANK REPLACEMENT COSTS		
			= \$

VENDOR NAME : _____

LABOR COSTS FOR REPAIRS					
D	DESCRIPTION	Estimated Annual Quantity	Unit Cost Rate	=	Estimated Total Annual Labor Costs for Repairs
1	Minimum Call Out Charge for Repairs (M-F, 8-5)	5 Each	\$	=	\$
2	Labor Rate for repairs as directed (M-F, 8-5) (On site time only, no travel charges will be accepted)	25 Hours	\$	=	\$
3	Minimum Call Out Charge for Repairs (Hours other than M-F, 8-5)- Including Holidays	2 Each	\$	=	\$
4	Overtime Labor Rate for repairs as directed (Hours other than M-F, 8-5) (On site time only, no travel charges will be accepted)	10 Hours	\$	=	\$
TOTAL ESTIMATED ANNUAL LABOR COSTS					= \$

MATERIAL COSTS FOR REPAIR PARTS	
1	Vendors Cost plus a % markup _____ % Markup
2	Percentage discount from a published price list (if applicable) _____ % Discount

VENDOR NAME : _____

CONTRACTOR'S QUESTIONNAIRE

(Must submit with Bid Form)

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

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR QUOTE.

1. LICENSE # and COMPANY'S NAME: _____

CO. PHYSICAL ADDRESS: _____

TELEPHONE NUMBER: () _____ FAX: () _____

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

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

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

5. Describe and give the date and owner of the last three government projects you've completed which are similar in cost, type, size, and nature as the one proposed (for a public entity). Include contact name and phone number:

6. Have you ever been assessed liquidated damages under a contract during the past five (5) years? If so, state when, where (contact name, address, and phone number) and why.

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

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

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

1. _____

2. _____

3. _____

10. What date(s), and with whom, did you perform the mandatory site inspection?

11. What specific steps have you taken to examine the physical conditions at or contiguous to the site, including but not limited to, the location of existing underground facilities?

12. What specific physical conditions, including, but not limited to, the location of existing underground facilities have you found which will, in any manner, affect cost, progress, performance, or finishing of the work?

Attachment "A"

STATEMENT OF NO BID

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 bid on Bid No.: 12-0471CD – Maintenance and Repair of Uninterruptible Power Systems, Static Transfer Switches, and Associated Power Distribution Units and Batteries, 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 Bid and this Statement of No Bid 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 6,
MANATEE COUNTY PURCHASING CODE

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

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

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

whose business address is: _____

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

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

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

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction shall prove the same with documentation satisfactory to the County's Purchasing Director. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the County.

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

[Signature]

STATE OF FLORIDA
COUNTY OF _____

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

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

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.

UPS EQUIPMENT LIST			
Locations	Address	Contact	Equipment
PROPERTY MANAGEMENT DEPARTMENT LOCATIONS			
A			
1	Administration Building (Liebert Site ID 72437) 1112 Manatee Ave West; Bradenton, FL	Tim Funk @ 941-737-3156 OR David Thompson @ 941-749-3016	(2) Liebert UPS's Model S610 Liebert S610 Static Transfer Switch External UPS By-Pass Cutler Hammer Model PRL4 Alber UPS Battery Monitoring System Model DA-40 Power Distribution, Inc. Model 117M T PDU 150KVA (2) Battery Strings
2	Desoto Center (MSO) (Liebert Site ID 101717) 601 301 Boulevard East; Bradenton, FL	Randy Siebert @ 941-737-3217 OR David Thompson @ 941-749-3016	Liebert UPS Model FRA63125ART03-1 Liebert UPS Model UDA63125A25D503 (2) Battery Strings Load Bus Synchronization Liebert Static Transfer Switch (2) Liebert PDU's Model PDA125C (1) Liebert PDU Model PDA100C
3	GTE Building 1009 4th Avenue East; Bradenton, FL	Tim Funk @ 941-737-3156 OR David Thompson @ 941-749-3016	Powerware UPS Model 9330 35 KVA 208 VAC 1 Battery String
4	Manatee County Detention Facility (MSO) (Liebert Site ID 55006) 14470 Harlee Road; Palmetto, FL	Jeff Wilson @ 941-748-4501 x 2685 OR David Thompson @ 941-749-3016	Liebert Model UPB 102 1 Battery String
5	Manatee County Emergency Operations Center (EOC) 2101 47th Terr. Ave. East; Bradenton, FL	Gary Underwood @ 941-737-3149 OR David Thompson @ 941-749-3016	Powerware System 9315-500 (2) Model 500 KVA Units Serial Number EY4712XX06 and EY4722XX01 (2) Battery Strings (4) Powerware PDU's Model 100 KVA (3) Powerware PDU's Model 75KVA
6	Manatee County Judicial Center (UPS Room) 1051 Manatee Ave. West; Bradenton, FL	Phil Hoffman @ 941-737-3246 OR David Thompson @ 941-749-3016	Powerware System 9315-225 (2nd FL. UPS Room) Model 225 KVA Serial Number EY503ZXX01 (1) Battery String
7	Manatee County Judicial Center (Command Ctr)		Powerware System 9315-15 (2nd FL. Command Center) Model 15 KVA Serial Number FB094JBA01

UPS EQUIPMENT LIST				
Locations	Address	Contact	Equipment	
A				
8	Duette Radio Tower 3755 Duette Road; Parrish, FL	Earl Hasenflu @ 941-748-4501 ext 7938 or cell # 941-737-3123	Powerware System 9170 Plus Model 9170 Serial Number EY053T0011	
9	Myakka City Radio Tower 36660 Arcadia Avenue; Myakka City, FL		Powerware System 9170 Plus Model 9170 Serial Number C66IN9000F051026	
10	East Bradenton Radio Tower 15015 59th Avenue East; Bradenton, FL		Powerware System 9170 Plus Model 9170 Serial Number EY452T0014	
11	CR 675 Radio Tower 23655 County Road 675; Parrish, FL		Toshiba Model 1400 XL Plus Serial Number UC3G2L100C6; NP7-12 Battery (Quantity of 30)	
12	1st Ave Water Tower (Start 10/1/2012) 7200 1st Ave West; Bradenton, FL		Liebert Model # N112C0312600 Serial Number	
13	Cortez Water Tank (Start 10/1/2012) 5907 Cortez Road West; Bradenton, FL		Liebert Model # N112C0412600 Serial Number	
UTILITIES DEPARTMENT LOCATIONS				
14	Southeast Water Reclamation Facility 3331 Lena Road; Bradenton, FL		Dalton Cook @ 941-792-8811 ext 8021 OR Chuck Froman @ 941-792- 8811 ext 5162	KW Controls T2 UPS System Model 10KVA Serial Number SRNO0869UPST2
15	North County Water Reclamation Facility 8500 69th Steet East; Palmetto, FL		Chris West @ 941-792-8811 ext 8057 OR Chuck Froman @ 941-792-8811 ext 5162	KW Controls T2 UPS System Model 5100028104 Serial Number SRNO0870UPST2
16	Central Laboratory 4751 66th Street West; Bradenton, FL		Jeff Goodwin @ 941-792-8811 ext 5235	Chloride Power Protection (Libert) EDP70 Plus Model EP2418S22S Serial Number B260924; (24) Internal Batteries

UPS EQUIPMENT LIST			
Locations	Address	Contact	Equipment
A			
17	Water Treatment Plant Facility 17915 Waterline Road; Bradenton, FL	Kirk Cameron @ 941-792-8811 ext 5028	(1) Toshiba UPS Typeform: UE3EIE220-51T 22kVA Serial Number: 080203505 20 Battery Packs Battery Cab Number: UE31-BC-1825 Serial Number: 080106172 Start-Up 4/1/2008 (1) APC Model: Smart-UPS VT 30 kVA Serial Number: PS0923240281 Number of battery packs: 16 Model: SYBTU1-PLP Battery capacity 7.2 Ah Start-up Date 08/2009 (1) Controlled Power Model: HV18000 14.5 kVA Serial Number: 10-8-3737-93 Number of Batteries: 10 Datasafe: HX300-FR 12 Vdc 284W/Cell 15 min. Start-up Date: 1993