



## REQUEST FOR QUOTATION #12-2835GE SUSPENDED ACOUSTICAL CEILING SERVICES

DATE ISSUED: APRIL 8, 2013

DUE DATE: APRIL 17, 2013 at 3:00 PM

### PROJECT BACKGROUND

Manatee County is requesting quotations from qualified and licensed Commercial General Contractors to provide suspended acoustical ceiling services on an "as needed" basis.

Manatee County invites your participation in the following Request for Quotations (RFQ). The specifications stated herein are of the minimum requirements. All quotes submitted must be in accordance with the General and Technical Specifications.

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

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Important Note: A prohibition of Lobbying has been enacted. Please review the paragraph on (page 2) carefully to avoid violation and possible sanctions.

### CLARIFICATION

It shall be the responsibility of all quoters to request any additional clarification of the contents herein. Clarification deadline is April 12, 2013 at 3:00pm, with no requests allowed after that time. Clarification will be furnished by written addendum from Purchasing. Quoters shall not accept any verbal or telecommunication explanation as an authorized clarification of the contents herein.

Authorization to release: DWW

## **GENERAL TERMS AND CONDITIONS**

### **QUOTE FORMS**

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

### **AMERICAN DISABILITIES ACT**

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities.

### **CLARIFICATION & ADDENDA**

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

### **CODE OF ETHICS**

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

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

### **COLLUSION**

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

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

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

#### DISCLOSURE

Upon receipt all inquiries and responses to inquiries related to the Request for Quotation become "Public Records" and are subject to public disclosure consistent with Chapter 119, Florida Statutes.

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

#### DISCOUNTS

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

#### DISQUALIFYING CRIMINAL MATTERS; CERTIFICATION REQUIRED

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

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

### EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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

### IRREVOCABLE OFFER

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

### LEGAL NAME

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

### LOBBYING

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

### MATHEMATICAL ERRORS

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

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

### MBE/WBE

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

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

### MODIFICATION OF QUOTATION DOCUMENTS

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

### QUOTE EXPENSES

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

### REGULATIONS

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

### RESERVED RIGHTS

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

To be responsive, a quoter shall submit a quote which conforms in all material respects to the requirements set forth in the Request for Quotation. To be a responsible quoter, the quoter shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any quoter to deliver the goods or service requested. Information the County deems necessary to make this determination shall be provided by the quoter. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

### TAXES

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

## **SPECIFIC TERMS AND CONDITIONS**

### **PURPOSE**

It is the intent of the County of Manatee to purchase on an as required basis, Suspended Acoustical Ceiling Services, which may consist of complete ceiling installation or replacement of suspended grids and tiles at various County buildings. It is the specific purpose of this RFQ to establish annual blanket purchase orders for the required materials and services and to secure the cost and availability of the materials for procurement.

### **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.

### **QUALITY GUARANTEE AND REMEDIAL CLAUSE**

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

### **QUALITY TERMS**

The County reserves the right to reject any or all work or materials used in the work, if in its judgment the work or materials reflect unsatisfactory workmanship, or manufacturing defects.

### **CANCELLATION**

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

The County reserves the right to terminate a contract 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.

### **USE OF TRADE NAMES**

Brand or trade names referenced in the specifications are for comparison purposes only. Vendors may submit quotes on items manufactured by other than the manufacturer specified. In these instances quotes must be accompanied with all descriptive information necessary for a thorough evaluation of the proposed material or equipment such as detailed drawings and specifications, certified operation and test data, and experience

records, as well as an itemized list of any variances from, or exceptions taken to the specifications. Failure of any vendor to furnish this data will be cause for rejection of the specified item to which it pertains.

### **BLANKET ORDER**

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

Each invoice must indicate the Blanket Purchase Order number followed by a valid Release Order number. The vendor is not authorized to proceed with, and will not be compensated for, any work that is not authorized by a valid Release Order Number issued by the County's Representative.

### **QUANTITIES**

The quantities listed are estimated and only given as a guideline for preparing your quote and should not be construed as representing actual quantities to be purchased. Orders will be issued on an "as required basis"; this may include all or part of the quantities specified, or may result in additional quantities.

### **WORK AUTHORIZATION**

The vendor shall be given a scope of work for each project and shall be required to visit the work site. The vendor's quote to the County for completing the work shall include the start date, the number of days to complete the work and the total price to complete the work, including the work items required in accordance with the attached Quote Form. The County reserves the right to disapprove the quote and shall have no obligation to issue a Release Order for the work.

If during performance of the Work, additional work is determined to be required, a written proposal must be provided to the County for approval before any additional work is performed.

### **DELIVERY TIME**

The primary goal of this contract is the speedy acquisition of ceiling services; vendor's responsiveness under the terms of this contract is paramount. Upon notification (verbal or written) of a need for services, the vendor shall acknowledge the request and shall be expected to prepare a quote for presentation to the County Representative within 72 hours from time of notification, unless otherwise agreed to by County Representative. Failure to respond within the time specified may result in the work being performed by others and/or termination of this contract.

### **PRICES AND TERMS**

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

**RENEWAL**

If not cancelled by the Vendor or the County, this term agreement shall be automatically extended/ renewed beyond the first 12-month contract period for two (2) additional twelve (12) month optional periods providing there are no changes of prices, terms or conditions. Written notice of intention not to renew must be submitted by the successful vendor 90 days prior to the end of the first contract period. Should the Vendor choose not to renew the quote, the County reserves the right to terminate the Contract with that Vendor and select the next qualified quoter or solicit a new Request for Quote.

**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 the Purchase Order number.

**BASIS OF AWARD**

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

Whenever two or more quotes are equal with respect to price, quality and service, the bid received from a local business shall be given preference in award. Whenever two or more quotes which are equal with respect to price, quality and service are received, and both 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.



## **MINIMUM TECHNICAL SPECIFICATIONS**

### **SCOPE**

The Work shall consist of, but not limited to, the furnishing of all labor, supervision, equipment, and materials as necessary to perform suspended acoustical ceiling services at County maintained facilities, on an as required basis. The work specified herein will be performed on public property, based on release orders issued by the County.

### **VENDOR QUALIFICATIONS AND ABILITIES**

No person who is not certified or registered as a General Contractor pursuant to the terms of Florida Statutes Chapter 489 on the day the Quote is submitted, and who has continuously held that certification or registration for a period of at least three (3) consecutive years immediately prior to the day the Quote is submitted, may be qualified to quote to this RFQ. In the event that a Quoter is a business organization, including a partnership, corporation, business trust or other legal entity as set forth in F.S. 489.119(2), then the Quoter shall only be qualified to quote to this RFQ if: 1) the Quoter (the business organization) is on the day the Quote is submitted, and for at least three (3) consecutive years immediately prior to the day the Quote is submitted has been, in continuous existence, properly licensed and registered as required by Florida law; and 2) the Quoter, on the day the Quote is submitted, has a certified or registered Qualifying Agent, as required by F.S. 489.119, and that Qualifying Agent has been the same Qualifying Agent of the Quoter for a period of at least three (3) consecutive years immediately prior to the day the Quote is submitted.

**In addition to these requirements, the quoter must have a minimum five (5) years experience performing this type of work.** Three (3) commercial references of comparable scope are required. Each quoter shall submit as a portion of their quote a completed Contractor's Questionnaire included herein as part of this quote document.

### **GENERAL SUSPENDED ACOUSTICAL CEILING REQUIREMENTS**

- a. The Contractor shall not proceed with installation until all wet work such as gypsum board taping compound, paint, plaster, stucco and wood has been completed and thoroughly dried out.
- b. The Contractor shall measure each ceiling area and establish layout of acoustical units to balance boarder widths at opposite edges of each ceiling; comply with all reflected ceiling plans and coordinate panel layout with mechanical and electrical fixtures and fire protection devices and appurtenances.
- c. The Contractor shall take all necessary precautions to protect the building's adjoining surfaces and equipment from damage incurred with their operation.
- d. All furnishings and equipment shall be placed back in the original locations. All spaces, including but not limited to floors and furniture, must be cleaned and left in an acceptable condition.
- e. The Contractor shall be responsible for the provision of adequate and proper safety precautions for both their workmen and all persons in or around the work area at all times.

- f. Contractor will be responsible to repair all damage to County owned and non- County owned property damaged by their operations or employees.
- g. All work shall conform to all existing Governing Authorities Codes and Regulations. The work must be accomplished with professional methods and standards of the trade.
- h. The Contractor must be mindful of different security protocols at different County locations and abide by them.
- i. The Contractor shall maintain proper respectful demeanor around all County employees and the general public by maintaining proper clothing standards (employees must wear a uniform shirt identifying the Contractor), language and attitude.

## **MATERIALS**

- a. The majority of the suspended acoustical ceiling components that will be used in conjunction with these services shall be from Armstrong Ceiling Systems and shall be furnished and installed by the Contractor, unless otherwise specified on a per project basis.
  - 1. Ceiling panels and suspension systems shall be from Armstrong World Industries Inc., unless otherwise stated.
  - 2. Acoustical Ceiling Units:
    - i. Ultima Tegular Beveled #1911; 2' x 2' x 3/4" Class A
    - ii. Fine Fissured Square Edge #1729; 2' x 4'x 5/8"
  - 3. Suspension Grids:
    - i. Prelude XL 15/16" Exposed Tee
    - ii. Cross Tee XL #7328
    - iii. Molding #7800 White.
- b. For any projects where Armstrong Ceiling Systems is not specified or used, the Contractor shall supply the alternate ceiling materials at cost plus the applicable markup as noted on the quote form.
- c. The Contractor shall be responsible to provide all equipment and ancillary items needed to complete each project, and these shall be included in the price listed on the quote form. These items include, but are not limited to, drop cloths and scaffolding.

## **JOB MEASUREMENTS**

All jobs shall be based on a square foot price, as listed on the quote form, for the area(s) where acoustical ceiling services are to be performed. It shall be the responsibility of the Contractor to verify the square footage of all areas where acoustical ceiling services are to be performed when preparing their quote estimate for each project done under this contract.

## **SUSPENDED ACOUSTICAL CEILING SPECIFICATIONS SCOPE OF WORK**

Typical types of service to be provided by the contractor:

- a. Furnish and install all ceiling tile and mechanical suspension systems at various locations as required by the County.
- b. Remove and dispose of the old ceiling tile and the original grid system at various locations as required by the County. For any job that requires the Contractor to remove and dispose of the old ceiling tile and/or the original grid system, the Contractor shall properly dispose of all material off site. The Contractor shall provide the construction dumpster and/or dump truck for removal and disposal off-site as required. The cost of such removal and disposal shall be included in their unit prices stated on the quote form.
- c. Furnish and install ceiling tile, utilizing existing grid system, at various locations as required by the County.
- d. Furnish only ceiling tile at various locations as required by the County.

Upon notification of installation projects, the Contractor must visit the job site with a representative from the County. At this time, the Contractor will be informed of the project. It will then be the Contractor's responsibility to develop a scope of work in writing of how the project will be completed, the total cost and the time schedule using the prices quoted and awarded.

e. Installation:

- 1. Install suspension systems and panels in accordance with the manufacturer's instructions, and in compliance with ASTM C 636 and with the authorities having jurisdiction.
  - 2. Suspend main beams from overhead construction with hanger wires spaced 4'-0" on center, or as recommended by the manufacturer, along the length of the main runner. Install hanger wires plumb and straight.
  - 3. Install wall moldings at intersection of suspended ceiling and vertical surfaces. Miter corners where wall moldings intersect or install corner caps.
  - 4. For reveal edge panels: Cut and reveal or rabbet edges of ceiling panels at border areas and vertical surfaces.
  - 5. Install acoustical panels in coordination with suspension system, with edges resting on flanges of main runner and cross tees. Cut and fit panels neatly against abutting surfaces. Support edges by wall moldings.
- f. Periodic and Final Cleanup- Upon completion of the work and before acceptance and final payment is made, the Contractor shall clean and remove from the premises all surplus and discarded materials, rubbish and temporary structures. All property, both public and private, which has been damaged during the prosecution of the work shall be restored in an acceptable manner and shall leave the work area in a neat and presentable condition. All buildings and grounds shall be left in the same or better state of cleanliness as was found before job commencement.

The Contractor shall schedule periodic cleaning to keep the worksite and adjacent properties free from accumulations of waste materials, rubbish and debris resulting from the ceiling process. The Contractor shall leave all work sites in a neat and orderly fashion at the end of each work day. At completion of work, the Contractor shall remove all work materials, tools, machinery, and surplus materials from the work site and shall leave project in ready to use condition.

The Contractor shall replace all damaged and/or broken ceiling panels prior to completion of job.

The Contractor shall clean all exposed surfaces of acoustical ceilings including trim, edge moldings, and suspension members prior to completion of job. The Contractor shall also comply with the manufacturer's instructions for cleaning and touch-up minor finish damage. The Contractor shall remove and replace work that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

### **SUBCONTRACTORS**

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

### **WARRANTY**

The Contractor shall warrant all work performed under this contract to be free from defects in material and workmanship for a minimum period of three (3) years.

In the event that any suspended acoustical tile ceiling fails to maintain its integrity during the warranty period, the Contractor shall supply all labor and materials necessary to return the surface to its condition as accepted by Owner, or to replace the defective components; whichever remedy the County chooses. All repaired areas shall be indiscernible from adjacent non-repaired areas; this may require an entire new ceiling. All warranty work shall be accomplished in a timely manner at no cost to the County.

**REQUEST FOR QUOTATION #12-2835GE  
SUSPENDED ACOUSTICAL CEILING SERVICES**

**QUOTATION FORM  
(four pages total)**

**DATE DUE:** April 17, 2013 @ 3:00 pm

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

We, the undersigned, hereby declare that we have carefully reviewed the quote documents, and with full knowledge and understanding of the RFQ submit this quote, meeting each and every specification, term, and condition contained in the RFQ.

We understand that the quote specifications, terms, and conditions in their entirety shall be made a part of any agreement or contract between Manatee County and the successful quoter. Failure to comply may result in termination of the Blanket Purchase Order and any cost incurred by the County due to the failure to comply.

We fully understand and agree that should we be awarded any part or all of the items stated and not have the ability to provide the service at the time requested, the County shall have the option to select the next qualified lowest vendor who can meet the County's needs.

COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TEL. NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_  
Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

**QUOTATION PRICE FORM**  
**RFQ 12-2835GE SUSPENDED ACOUSTICAL CEILING SERVICES**

<b>Item</b>	<b>Description</b>	<b>Est. Qty</b>	<b>U/M</b>	<b>Unit Price</b>	<b>Extended Price</b>
<b>1</b>	<b>Remove ceiling tile and dispose (labor only); 1 to 3,000 SF</b>	<b>3,000</b>	<b>SF</b>	<b>\$</b>	<b>\$</b>
<b>1a</b>	<b>Remove ceiling tile and dispose (labor only); 3,001 to 5,000 SF</b>	<b>4,000</b>	<b>SF</b>	<b>\$</b>	<b>\$</b>
<b>1b</b>	<b>Remove ceiling tile and dispose (labor only); 5,001 SF and above</b>	<b>6,000</b>	<b>SF</b>	<b>\$</b>	<b>\$</b>
<b>2</b>	<b>Remove ceiling tile and complete grid system (labor only); 1 to 3,000 SF</b>	<b>3,000</b>	<b>SF</b>	<b>\$</b>	<b>\$</b>
<b>2a</b>	<b>Remove ceiling tile and complete grid system (labor only); 3,001 to 5,000 SF</b>	<b>4,000</b>	<b>SF</b>	<b>\$</b>	<b>\$</b>
<b>2b</b>	<b>Remove ceiling tile and complete grid system (labor only); 5,001 SF and above</b>	<b>6,000</b>	<b>SF</b>	<b>\$</b>	<b>\$</b>
<b>3</b>	<b>Furnish and install 2'X2' ceiling tiles into existing grid system using Armstrong Ultima Tegular beveled #1911; 1 to 3,000 SF</b>	<b>3,000</b>	<b>SF</b>	<b>\$</b>	<b>\$</b>
<b>3a</b>	<b>Furnish and install 2'X2' ceiling tiles into existing grid system using Armstrong Ultima Tegular beveled #1911; 3,001 to 5,000 SF</b>	<b>4,000</b>	<b>SF</b>	<b>\$</b>	<b>\$</b>
<b>3b</b>	<b>Furnish and install 2'X2' ceiling tiles into existing grid system using Armstrong Ultima Tegular beveled #1911; 5,001 SF and above</b>	<b>6,000</b>	<b>SF</b>	<b>\$</b>	<b>\$</b>
<b>4</b>	<b>Furnish and install 2'X4' ceiling tiles into existing grid system using Armstrong Fine Fisured Square Edge #1729; 1 to 3,000 SF</b>	<b>3,000</b>	<b>SF</b>	<b>\$</b>	<b>\$</b>
<b>4a</b>	<b>Furnish and install 2'X4' ceiling tiles into existing grid system using Armstrong Fine Fisured Square Edge #1729; 3,001 to 5,000 SF</b>	<b>4,000</b>	<b>SF</b>	<b>\$</b>	<b>\$</b>
<b>4b</b>	<b>Furnish and install 2'X4' ceiling tiles into existing grid system using Armstrong Fine Fisured Square Edge #1729; 5,001 SF and above</b>	<b>6,000</b>	<b>SF</b>	<b>\$</b>	<b>\$</b>

<b>5</b>	<b>Furnish and install 2'X2' ceiling tiles and new grid system using Armstrong Ultima Tegular #1911 beveled tile and Prelude XL 15/16" exposed tee with cross tee XL #7328 and #7800 white molding; 1 to 3,000 SF</b>	<b>3,000</b>	<b>SF</b>	<b>\$</b>	<b>\$</b>
<b>5a</b>	<b>Furnish and install 2'X2' ceiling tiles and new grid system using Armstrong Ultima Tegular #1911 beveled tile and Prelude XL 15/16" exposed tee with cross tee XL #7328 and #7800 white molding; 3,001 to 5,000 SF</b>	<b>4,000</b>	<b>SF</b>	<b>\$</b>	<b>\$</b>
<b>5b</b>	<b>Furnish and install 2'X2' ceiling tiles and new grid system using Armstrong Ultima Tegular #1911 beveled tile and Prelude XL 15/16" exposed tee with cross tee XL #7328 and #7800 white molding; 5,001 SF and above</b>	<b>6,000</b>	<b>SF</b>	<b>\$</b>	<b>\$</b>
<b>6</b>	<b>Furnish and install 2'X4' ceiling tiles and new grid system using Armstrong Fine Fisured Square Edge #1729 tile and Prelude XL 15/16" exposed tee with cross tee XL #7328 and #7800 white molding; 1 to 3,000 SF</b>	<b>3,000</b>	<b>SF</b>	<b>\$</b>	<b>\$</b>
<b>6a</b>	<b>Furnish and install 2'X4' ceiling tiles and new grid system using Armstrong Fine Fisured Square Edge #1729 tile and Prelude XL 15/16" exposed tee with cross tee XL #7328 and #7800 white molding; 3,001 to 5,000 SF</b>	<b>4,000</b>	<b>SF</b>	<b>\$</b>	<b>\$</b>
<b>6b</b>	<b>Furnish and install 2'X4' ceiling tiles and new grid system using Armstrong Fine Fisured Square Edge #1729 tile and Prelude XL 15/16" exposed tee with cross tee XL #7328 and #7800 white molding; 5,001 SF and above</b>	<b>6,000</b>	<b>SF</b>	<b>\$</b>	<b>\$</b>

<b>7</b>	<b>Furnish 2'X2' Armstrong Ultima Tegular #1911 beveled ceiling tiles only; 1 to 3,000 SF</b>	<b>3,000</b>	<b>SF</b>	<b>\$</b>	<b>\$</b>
<b>7a</b>	<b>Furnish 2'X2' Armstrong Ultima Tegular #1911 beveled ceiling tiles only; 3,001 to 5,000 SF</b>	<b>4,000</b>	<b>SF</b>	<b>\$</b>	<b>\$</b>
<b>7b</b>	<b>Furnish 2'X2' Armstrong Ultima Tegular #1911 beveled ceiling tiles only; 5,001 SF and above</b>	<b>6,000</b>	<b>SF</b>	<b>\$</b>	<b>\$</b>
<b>8</b>	<b>Furnish 2'X2' Armstrong Fine Fisured Square Edge #1729 ceiling tiles only; 1 to 3,000 SF</b>	<b>3,000</b>	<b>SF</b>	<b>\$</b>	<b>\$</b>
<b>8a</b>	<b>Furnish 2'X2' Armstrong Fine Fisured Square Edge #1729 ceiling tiles only; 3,001 to 5,000 SF</b>	<b>4,000</b>	<b>SF</b>	<b>\$</b>	<b>\$</b>
<b>8b</b>	<b>Furnish 2'X2' Armstrong Fine Fisured Square Edge #1729 ceiling tiles only; 5,001 SF and above</b>	<b>6,000</b>	<b>SF</b>	<b>\$</b>	<b>\$</b>
<b>QUOTE TOTAL FOR AWARD PURPOSES (sum of extended prices for all items listed above)</b>					<b>\$</b>
<b>For all other ceiling systems that are not specified above.</b>					
<b>9</b>	<b>Vendor's Cost plus a % markup</b>				<b>%____ Markup</b>

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

Contractor's Questionnaire & References ..... Pages 17 - 18

Public Contracting & Environmental Crimes ..... Attachment "B"

Insurance Requirements ..... Attachment "C"



## CONTRACTOR'S QUESTIONNAIRE & REFERENCES

**BOTH PAGES OF THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR QUOTE.**

1. LICENSE #: \_\_\_\_\_

License Issued to \_\_\_\_\_

DATE LICENSE RECEIVED: MM/DD/YR \_\_\_\_\_

COMPANY'S NAME: \_\_\_\_\_

CO. PHYSICAL ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

\_\_\_\_\_ STATE of INCORPORATION, (IF APPLICABLE) \_\_\_\_\_ (ZIP CODE)

(\_\_\_\_\_) \_\_\_\_\_ TELEPHONE NUMBER: (\_\_\_\_\_) \_\_\_\_\_ FAX

EMAIL ADDRESS: \_\_\_\_\_

2. Quoting 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 ventures' and the same if any venture are 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? \_\_\_\_\_ Is this firm in bankruptcy? \_\_\_\_\_

\_\_\_\_\_ **Years holding a Certified General Contractors License.**

\_\_\_\_\_ **Years experience performing this type of project.**

5. Has license ever been suspended, revoked, removed or under investigation? If yes, please explain:

\_\_\_\_\_  
\_\_\_\_\_

6.List references (within Florida) of your services that are comparable to this scope of work:

CUSTOMER NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NO: \_\_\_\_\_ SERVICE PERIOD: \_\_\_\_\_

SERVICE DETAILS: \_\_\_\_\_

\_\_\_\_\_

CUSTOMER NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NO: \_\_\_\_\_ SERVICE PERIOD: \_\_\_\_\_

SERVICE DETAILS: \_\_\_\_\_

\_\_\_\_\_

CUSTOMER NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NO: \_\_\_\_\_ SERVICE PERIOD: \_\_\_\_\_

SERVICE DETAILS: \_\_\_\_\_

\_\_\_\_\_

Attachment "A"

STATEMENT OF NO QUOTE

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

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

We, the undersigned, have declined to quote on RFQ No.: 12-2835GE- SUSPENDED ACOUSTICAL CEILING SERVICES , for the following reason(s):

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

REMARKS:

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

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
(Print or type name and title of above signer)

## Attachment "B"

### PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

#### SWORN STATEMENT PURSUANT TO ARTICLE 5, 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

\_\_\_\_\_ for  
[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 judgement 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 \_\_\_\_\_

\_\_\_\_\_  
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 "C"**  
**Insurance and Bonding Requirements**

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

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

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

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

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

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

Manatee County  
Board of County Commissioners  
Bradenton, Florida

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

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

The Vendor and/or its insurance carrier shall provide 30 days written notice to the County of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor. The Vendor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Vendor hereunder, Vendor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

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

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

**Insurance and Bonding Requirements Worksheet  
(mandatory with quote submittal)**

Insurance / Bond Type	Required Limits
1. <input checked="" type="checkbox"/> Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements
2. <input checked="" type="checkbox"/> Employer's Liability	<u>\$1,000,000</u> single limit per occurrence
3. <input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage  <u>\$1,000,000</u> single limit per occurrence, \$1,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
4. <input checked="" type="checkbox"/> Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless Manatee County, its officers and employees from and against all claims, suits, actions, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees; caused or contributed to by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.
4. <input checked="" type="checkbox"/> Automobile Liability	<u>\$ 300,000</u> Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included
5. <input type="checkbox"/> Other insurance as noted:	<input type="checkbox"/> Watercraft Occurrence \$ _____ Per <input type="checkbox"/> United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence <input type="checkbox"/> Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence <input type="checkbox"/> Aircraft Liability coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the Services under this Agreement. \$ _____ Per Occurrence <input type="checkbox"/> Pollution Occurrence \$ _____ Per Occurrence <input type="checkbox"/> Professional Liability \$ _____ per claim and in the aggregate <ul style="list-style-type: none"> <li>• \$1,000,000 per claim and in the aggregate</li> <li>• \$2,000,000 per claim and in the aggregate</li> </ul>



☐ Project Professional Liability Occurrence \$\_\_\_\_\_ Per

☐ Valuable Papers Insurance Occurrence \$\_\_\_\_\_ Per

6. ☐ Bid bond Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the County Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Manatee County Board of County Commissioners on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.
7. ☐ Performance and Payment Bonds For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
8. ☒ Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide County with certificates of insurance meeting the required insurance provisions.
9. ☒ Manatee County must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.
10. ☒ The Certificate Holder shall be named as Manatee County Board of County Commissioners, OR, Board of County Commissioners in Manatee County, OR Manatee County Government, OR Manatee County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Manatee County.
- ☒ **Thirty (30) Days Cancellation Notice** required.

#### Vendor's Insurance Statement

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

Name of Firm \_\_\_\_\_ Date \_\_\_\_\_

Vendor  
Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Insurance  
Agency \_\_\_\_\_

Agent Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

**ATTACHMENT “D”**  
**MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION**

**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;

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

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;

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 17<sup>th</sup> 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 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] \_\_\_\_\_

**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 within 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 legal current 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 W., Bradenton, FL 34205**