



**MANATEE COUNTY GOVERNMENT
REQUEST FOR QUOTATION #13-2025-DS
Three Phase Uninterrupted Power System**

DATE ISSUED: **August 8, 2013**

DUE DATE: **August 30, 2013 at 3:00 PM**

Clarification of Question Deadline: August 16, 2013 at 2:00 pm

Acceptable methods of receipt:

Email Address: donna.stevens@mymanatee.org

FAX: (941) 749-3034

US MAIL to: Manatee County Purchasing Division Department
1112 Manatee Avenue West, Suite 803, Bradenton FL 34205

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Manatee County invites your participation in the following quotation. The specifications stated herein are of the minimum requirements. All quotes submitted must be in accordance with the General Terms and Conditions, and Specific Terms and Conditions.

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

Important Note: A prohibition of Lobbying has been enacted. Please review paragraph (page 3) carefully to avoid violation and possible sanctions.

FOR CLARIFICATION/INFORMATION CONTACT:

donna.stevens@mymanatee.org

Authorization to release DMS 8/8/13

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PURPOSE

It is the intent of Manatee County to obtain an electrical contractor/equipment provider to furnish and install a 480V-3P Input/ 208-120V Output 80kVA UPS System. The system shall be installed in accordance with NFPA 70 NEC requirements. A 125 Amp breaker shall be installed in Panel MDP (for the input of the UPS system) and match existing KAIC rating. Provide a new panel board "LU" with a 225 Amp breaker and replace the existing panel "LU" for the output of the UPS system. Re-use as many breakers as possible for panel "LU". A new surge suppression device shall be provided and installed on the new "LU" panel with a 30A breaker. Provide equipment as defined in the specifications attached.

SPECIFICATIONS

Vendor must submit quotes strictly in accordance with the Request for Quote specifications.

CLARIFICATION & ADDENDA

Each Quoter shall examine all Request for Quote 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 Quote shall be made through the Manatee County Purchasing Division. 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.

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. **85-801262206C-6**).

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.

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AUTHORIZED PRODUCT REPRESENTATION

The supplier, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. The supplier'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.

QUALIFICATIONS OF QUOTER

No person who is not certified or registered as a Electrical 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 on this project. 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 on this project 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 that Quote 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.

A complete list of all subcontractors proposed for any portion of the Work may be requested of any Quoter deemed necessary by the County. Subcontracts shall be awarded only to those Subcontractors considered satisfactory by the County.

BASIS OF AWARD

Award will be made to the responsive, responsible quoter having the lowest grand total price meeting specifications (Inclusive of all necessary labor, equipment, material inclusive of inbound freight to perform all services described in the Scope of Work). The contractor shall give **72 hour notification** to the Laboratory Supervisor of the Manatee County Utilities – Central Laboratory Department, Ms Kayse Hasiak-Solan at (941) 792-8811 ext. 5166 prior to commencement of work.

LOBBYING

After the issuance of any Request for Quotation, prospective Quoters, or any agent, representative or person acting at the request of such quoter shall not contact, communicate with or discuss any matter relating in any way of the Request for Quote with any officer, agent, or employee of Manatee County other than the Purchasing Official or as directed in the Request for Quotation. This prohibition includes the act of carbon copying officers, agents or employees of Manatee County on email correspondence. This requirement begins with the issuance of any Request for Quote, and ends upon execution of the final Contract or when the quotation has been canceled.

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LOBBYING (continued)

Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code of Laws Chapter 2-26.

WITHDRAWAL of OFFERS

Contractors may withdraw offers as follows: a) Mistakes discovered before the opening of a solicitation may be withdrawn by written notice from the Quoter submitting the offer. This request must be received in the office designated for receipt of offers in the solicitation document prior to the time set for delivery and opening of the offers. A copy of the request shall be retained and the unopened offer returned to the Contractor. B) After the responses to a solicitation are opened or a selection has been determined, but before a Contract is signed, a Contractor alleging a material mistake of fact may be permitted to withdraw their offer if: (1) the mistake is clearly evident on the solicitation document; or (2) the quoter submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw an offer must be in writing and approved by the Purchasing Official.

INDEMNIFICATION

The Contractor 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.

BE GREEN

All Quoters are encouraged to use as many **environmentally preferable** "green" products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. **Environmentally preferable are products or services that have a reduced adverse effect on the environment.** Provide detail of your organization's initiative and its ability to meet the goal of environmental sustainability as an attachment to your quote submittal.

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RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all quotes, to waive irregularities and technicalities and to request resubmission. Also, the County reserves the right to accept all or any part of the quote and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County. For all items combined, the quote of the lowest responsive, responsible quoter will be accepted, unless all quotes are rejected. The lowest responsible quoter shall mean that quoter who makes the lowest quote to sell goods and/or services of a quality which meets or exceeds the quality of goods and/or services set forth in the attached specifications 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 Quote. 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 furnish the 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.

REGULATIONS

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

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.

COLLUSION

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

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EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

In accordance with the provisions of Title VI of the Civil Rights Act 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.

ENCLOSURE

Public Entity Crime Affidavit (Form No. PUR: 7068) shall be submitted complete with all quotes in excess of \$ 10,000.

The Statement of No Offer (Attachment C) shall be submitted if applicable.

DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the specifications, 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 specifications, reference to any equipment, materials, 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.

CODE OF ETHICS

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

By submitting a quote, the Quoter represents to the County that all statements made and materials submitted are truthful, with no relevant facts withheld. If a Quoter is determined to have been untruthful in its quote or any related presentation, such Quoter will be disqualified from eligibility to perform the work described in this Request for Quote and may also be disqualified from furnishing future goods or services to, and from submitting any future quotes to supply goods or services to, Manatee County.

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LEGAL NAME

Quotes shall clearly indicate the **legal name, address, telephone number and email address** of the Quoter. Quotes shall be signed as indicated on the Quote Form. The signer must have the authority to bind the Quoter to the submitted Quote.

CANCELLATION

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

COLLUSION

By offering a submission to this Quotation, the Quoter certifies that he has not divulged, discussed or compared their quote with any other Quoter, and has not colluded with any other Quoter or parties to this bid 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 bid have not been knowingly disclosed by the Quoter and will not knowingly be disclosed by the Quoter, prior to the scheduled opening, directly or indirectly to any other Quoter or to any competitor;
- c. no attempt has been made or will be made by the Quoter to induce any other person or firm to submit or not to submit a quote for the purpose of restricting competition;
- d. the only person or persons interested in this quote, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this quote or in the 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

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INSURANCE COVERAGE

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

a. Workers' Compensation/Employers' Liability

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

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

\$ 100,000	(Each Accident)
\$ 500,000	(Disease-Policy Limit)
\$ 100,000	(Disease-Each Employee)

b. Commercial General Liability

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

ADDITIONAL INSURED: Manatee County, a political subdivision of the State of Florida, shall be specifically named as additional insured on the Commercial General Liability Policy.

Products/Completed Operations Aggregate	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage (Any one fire)	\$ NIL
Medical Expense (Any one person)	\$ NIL

c. Business Auto Policy

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

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INSURANCE COVERAGE (continued)

ADDITIONAL INSURED: Manatee County, a political subdivision of the State of Florida, shall be specifically named as additional insured on the Commercial General Liability Policy.

d. County's Protective Liability Coverage

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

e. Property Insurance

If this Contract includes construction of or additions to above ground buildings or structures, Contract shall provide "**Builder's Risk**" insurance with the minimum amount of insurance to be 100% of the value of such addition (s), building (s), or structure (s).

f. Installation Floater

If this contract does not include construction of or additions to above ground building or structures, **but does involve** the installation of machinery or equipment, contractor shall provide an "**Installation Floater**" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).

g. Certificates of Insurance Copies of Policies

Certificates of Insurance evidencing the insurance coverage specified herein 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 Quote number and title of the project All insurance policies required herein shall be issued by companies that are authorized to do business under the laws of the State of Florida and hold an A.M. Best rating of A- or better. Insurance, as specified herein, shall remain in force and effect for the duration of the project including any warranty periods.

h. **Complete Policies:** The entire and complete insurance policies herein shall be provided to the County on request.

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INSURANCE COVERAGE (continued)

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

- i. Certification Requirements In order for the certificate of insurance to be accepted it must comply with the following:

1. The certificate holder shall be:
**Manatee County, Board of Commissioners, a political
subdivision of the State of Florida
P.O. Box 1000
Bradenton, FL 34206-1000**

2. Certificate shall be mailed to:
**Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
Attn: Donna M. Stevens, Contract Specialist**

- j. Retainage
(Contract under \$ 100,000)

A **retainage** of 10% of the total contract amount shall be withheld from all payments until 50% of the Work has been completed. After 50% completion, the retainage shall be reduced to 5% of the total contract amount, and one half of the previously withheld amount shall be paid to the Contractor. The remaining retainage shall be included in the final payment.

(Contract over \$ 100,000)

A **retainage** of 2.5% of the total contract amount shall be withheld from payments after 75% completion of the Work. Upon substantial completion, this retainage shall be reduced to 1% of the total contract amount plus such amount as the Owner reasonably deem necessary to repair, replace, complete or correct any damaged, defective, incorrect or incomplete work.

COMPLETION OF WORK

The work will be substantially complete and ready for occupancy with the specific calendar days from the date the Contract Time commences run (upon issuance of Notice to Proceed) The County has the sole authority to select the quote based on the Completion time which is in the best interest of the County. **Only one award shall be made.**

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MATHEMATICAL ERRORS

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

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.

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.

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).

SCHEDULE OF VALUES

Unit Prices shall be established for this contract by the submission of a schedule of values. The Contractor shall submit a Schedule of Values within **ten days** of Notice to Proceed date. The Schedule shall include quantities and prices of items equaling the total Price and will subdivide the Work into component parts in sufficient detail to serve as a basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of work. Upon request of the County, the Contractor shall support the values with data which will substantiate their correctness.

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 **ninety (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.

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QUOTE EXPENSES

All expenses for making Quotes to the County are to be borne by the Quoter.

APPLICABLE LAWS

Quoters 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 Ordinance as amended. Any actual or prospective Quoter 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 Manatee County Code of Laws.

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

A person or affiliate who has been placed on the State's convicted vendor list following a conviction for a public entity crime. As that term is defined in Florida Statute (F.S.) § 287.017 for **CATEGORY TWO** for a period of thirty-six (36) months following the date of being placed on the convicted list.

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

END OF SECTION

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AUTHORIZED PRODUCT REPRESENTATION

The Quoter, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. Failure to 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.

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.

MANUALS, SCHEMATICS, HANDBOOKS (IF APPLICABLE)

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

NO DAMAGES FOR DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Quoter shall not be entitled to an increase in the in the Total Quote Price or payment or compensation of any kind from the County or direct, indirect, consequential impact or other costs, expenses for damages, including but limited to costs of the acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by Contractor for hindrance or delays due solely to fraud, bad faith, or active interference on part of the County or its agents. Otherwise, the Contractor shall only be entitled to extensions of the Contract time as a sole and exclusive remedy for such resulting delay, in accordance with and to the extend specifically provided above.

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WARRANTY AND GUARANTEE PROVISIONS

All work, materials, and equipment furnished as defined herein shall be guaranteed and warranted by the Quoter for a minimum period of three (3) years, unless otherwise specified, from final acceptance by the County to be free from defects due either to faulty materials or equipment or faulty workmanship.

All materials, equipment, and workmanship and installed by the Quoter is warranted and guaranteed by the Quoter to meet the required standards and to accomplish the purposes and functions of the project as defined, detailed, and specified herein.

The County shall, following discovery thereof, promptly give written notice to the Quoter of faulty materials, equipment, or workmanship within the period of the guarantee and the Quoter shall promptly replace any part of the faulty equipment, material, or workmanship at his own cost. These warranty and guarantee provisions create no limitations on the County as to any claims or actions for breach of guaranty or breach of warranty that the County might have against parties other than the Quoter, and do not constitute exclusive remedies of the County against the Quoter.

ROYALTIES AND PATENTS

The Quoter shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services being furnished. Quoter 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.

END OF SECTION

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

Vendor Registration

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

Enclosed are a copy of the current Manatee County law that details the County's Local Preference and the County's 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, 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.manatee-chamber.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 registration: **www.mymanatee.org**

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

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 17th day of March, 2009.

END OF SECTION

**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 Laws, 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 Laws, 2-26-6.*

Signature of Affiant _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2013, 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 Division, Suite 803, 1112 Manatee Avenue W.,
Bradenton, FL 34205.**

STATEMENT OF NO OFFER

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

Acceptable methods of return:

EMAIL-----see front of Request for Quote.

FAX----- (941) 749-3034

MAIL TO:

**Manatee County Purchasing Division
Attention: Donna M. Stevens
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205**

We, the undersigned, have declined to quote on RFQ#13-2025-DS, for the following reason(s):

- ☐ Specifications too restrictive
- ☐ Insufficient time to respond
- ☐ We do not offer this product or service
- ☐ Our schedule would not permit us to perform
- ☐ Unable to meet specifications
- ☐ Specifications unclear (explain below)
- ☐ Other (specify below)

REMARKS PLEASE PRINT

Company Name _____

Company Address _____

Telephone: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE V, MANATEE COUNTY CODE OF LAWS

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 _____

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.