



INVITATION FOR BIDS (IFB) #14-2073CD ELECTRICAL SERVICES

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

INFORMATION CONFERENCE: None. (All clarification requests are to be directed to contact person at bottom of this page).

DEADLINE FOR CLARIFICATION: 3:00 PM on July 10, 2014

TIME AND DATE DUE: 3:00 PM on July 18, 2014

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Important Note: A prohibition of Lobbying has been enacted. Please review paragraph A.07 carefully to avoid violation and possible sanctions.

FOR INFORMATION CONTACT:
CHRIS DALEY, CPPB- CONTRACT SPECIALIST
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AUTHORIZED TO RELEASE: 

INFORMATION TO BIDDERSA.01 OPENING LOCATION

Sealed Bids will be **publicly opened** at the **Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205** in the presence of County officials at the time and date stated, or soon thereafter. All Bidders or their representatives are invited to be present.

Any Bids received after the stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have their Bid delivered to the Manatee County Purchasing Division for receipt on or before the stated time and date. Bidder shall be solely and strictly responsible for its timely delivery to the Purchasing Division. Bids delayed by mail, courier, or Bids delayed for any other reason, shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the Bidder's request and expense.

A.02 SEALED & MARKED

Bids shall be submitted in **triplicate, one original (marked Original) and two (2) copies (marked Copy)** of your **signed Bid** shall be submitted in one **sealed** package, clearly marked on the outside "**Sealed Bid #14-2073CD- Electrical Services**" along with your company name. For your convenience, a mailing label is provided with this Invitation for Bid package. Or, you may address the package as follows:

Address package to: Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205
Sealed Bid # _____, Title _____

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

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

A.03 SECURING OF DOCUMENTS

Invitation for Bids (IFB) and related documents are available on <http://www.mymanatee.org/purchasing> for download in a portable document format (.PDF) file by clicking on “Bids and Proposals” from the Purchasing Division’s web page. You may view and print these files using Adobe Reader software. If necessary, you may download a free copy of Adobe Reader from the link provided on the “Bids and Proposals” page.

Additionally, Manatee County collaborates with the Manatee Chamber of Commerce by emailing solicitation opportunities to its members.

Manatee County may also use DemandStar to distribute Bids. On the DemandStar web site, <http://www.DemandStar.com>, click on the tab titled “My DemandStar” for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Complete copies of the IFB and all related documents are available for public inspection at the Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205, or by calling (941) 749-3014. Appointments are encouraged. Documents are available between the hours of 9:00 AM and 4:00 PM Monday through Friday, with the exception of holidays. A complete set of the IFB documents must be used in preparing Bids. County assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of Bid Documents.

A.04 MODIFICATION OF IFB DOCUMENTS

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

A.05 DEADLINE FOR CLARIFICATION REQUESTS

3:00 PM on July 10, 2014 shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Invitation for Bid to the Manatee County Purchasing Division.

This deadline has been established to maintain fair treatment of all potential Bidders, while maintaining progression of the Project to promote economic stimulus.

A.06 CLARIFICATION & ADDENDA

Each Bidder shall examine all Invitation for Bid 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 this Invitation for Bid shall be made through the Manatee County Purchasing Division. 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.

A.06 CLARIFICATION & ADDENDA (Continued)

If any Addenda are issued to this Invitation for Bid, County will post the documents on the Purchasing Division's web page, which can be accessed at <http://www.mymanatee.org/purchasing>, and then by clicking on "Bids and Proposals". If the original solicitation was broadcast via DemandStar, the addenda will also be broadcast on the DemandStar distribution system to "Planholders" on this web service.

It shall be the **responsibility of each Bidder, prior to submitting their Bid**, to contact the Manatee County Purchasing Division (see contact information on the cover page) to **determine if any Addenda were issued** and to make such Addenda a part of their Bid.

A.07 LOBBYING

After the issuance of any Invitation for Bid prospective Bidders, or any agent, representative or person acting at the request of such Bidder shall not contact, communicate with or discuss any matter relating in any way to the Invitation for Bid with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the Invitation for Bid, pursuant to the Manatee County Code. This prohibition includes the act of carbon copying officers, agents or employees of Manatee County on all correspondence, including email correspondence. This requirement begins with the issuance of an Invitation for Bid, and ends upon execution of Contract or when the invitation has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code.

A.08 UNBALANCED BIDDING PROHIBITED

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

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

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

A.09 WITHDRAWAL OF OFFERS

Bidders may withdraw offers as follows:

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

A.10 IRREVOCABLE OFFER

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

A.11 BID EXPENSES

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

A.12 RESERVED RIGHTS

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

The lowest, responsible Bidder shall mean that Bidder who makes the lowest Bid to sell goods and/or services of a quality which meets or exceeds the quality of goods and/or services set forth in the IFB documents or otherwise required by County, and who is fit and capable to perform the Bid as made.

To be responsive, a Bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the Invitation for Bid.

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

A.12 RESERVED RIGHTS (Continued)

Also, County reserves the right to make such investigation as it deems necessary to determine the ability of any Bidder to furnish the service requested. Information County deems necessary to make this determination shall be provided by the Bidder. Such information may include, but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

A.13 APPLICABLE LAWS

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Purchasing Code of Laws as amended. Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of a Contract may protest to the Board of County Commissioners of Manatee County as required in Manatee County Code of Laws.

A.14 COLLUSION

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

- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor;
- b. any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to the scheduled opening, directly or indirectly to any other bidder or to any competitor;
- c. no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- d. the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the Contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by bidder for purpose of doing business.

A.15 CODE OF ETHICS

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

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

A.16 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

A person or affiliate who has been placed on the State's convicted vendor list following a conviction for a public entity crime, as that term is defined in Florida Statute § 287.133, may not submit a Bid to provide any goods or services to a public entity; may not submit a Bid with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases of real property to a public entity; may not be awarded or perform Work as a Contractor, Supplier, Subcontractor, or Consultant under a Contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes § 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 prohibits the Award of any resulting 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 ensure compliance with the foregoing, the Code requires all persons or entities desiring to contract with County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification form is included (reference Form B of this document) for this purpose.

A.17 BID FORMS

Bids must be submitted on attached County forms, although additional pages may be attached. - **Bidders must fully complete all pages of the Bid Forms. Bid Forms must be executed by an authorized signatory who has the legal authority to make the offer and bind the company. Bidders must fully comply with all bid specifications, terms and conditions.** Failure to comply shall result in Contract default, whereupon, the defaulting vendor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

A.18 LEGAL NAME

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

When Bidder is a partnership, the Bid Form shall be signed in the name of the firm and by all partners required under the terms of the partnership agreement. When a corporation is a Bidder, the authorized corporate officers shall sign.

Bidders who are corporations or limited partnerships shall provide a certified copy of their permit to transact business in the State of Florida, preferably along with the Bid Form, or within forty-eight (48) hours after request by County.

When submitting a Bid as a joint venture, it must have filed paper documents with the Division of Profession's Construction Industry Licensing Board prior to submitting a Bid.

A.19 DISCOUNTS

Any and all discounts must be incorporated in the prices contained in the Bid and not shown separately. The prices as shown on the Bid Form shall be the prices used in determining Award

A.20 TAXES

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

A.21 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the IFB documents, all equipment, materials and articles provided shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the IFB documents, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

A.22 AMERICAN DISABILITIES ACT

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

A.23 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, County hereby notifies all prospective Bidders 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 Bid Award.

A.24 MBE/WBE

The State of Florida, Office of Supplier Diversity provides the certification process and the database for identifying certified MBE/DBE 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.

A.25 MATHEMATICAL ERRORS

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

A.26 DISCLOSURE

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

Bids become subject to disclosure thirty (30) days after the opening or if a Notice of Intent to Award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the Bid shall be conducted at the public opening.

Based on the above, County will receive Bids at the time and date stated, and will make public at the opening the names of the business entities of all that submitted a Bid and any amount presented as a total offer without any verification of the mathematics or the completeness of the Bid.

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

A.26 DISCLOSURE (Continued)

Pursuant to Florida Statutes 119.0701, to the extent Successful Bidder is performing services on behalf of County, Successful Bidder must:

- a. Keep and maintain public records that ordinarily and necessarily would be required by County in order to perform the service;
- b. Provide the public with access to public records on the same terms and conditions that County would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and;
- d. Meet all requirements for retaining public records and transfer, at no cost, to County all public records in possession of Successful Bidder upon termination of the awarded Contract and/or PO and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to County in a format that is compatible with County's information technology systems.

A.27 LOCAL PREFERENCE

- a. 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 employee at that location.
- b. Local preference shall not apply to the following categories of Contracts:
 1. 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;
 2. 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.
- c. To qualify for local preference under this section, **a local business must certify to County** by completing an **"Affidavit as to Local Business Form"**, which is available for download at www.mymanatee.org/vendor. Click on "Affidavit for Local Business" to access and print the form. Complete, notarize, and mail the notarized original to the following address: Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

A.27 LOCAL PREFERENCE (Continued)

It is the responsibility of the Bidder to ensure accuracy of the Affidavit as to Local Business and notify County of any changes affecting same. Bidder attests that it:

1. Has not within the five (5) 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.

A.28 VENDOR REGISTRATION

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

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 (www.manateechamber.com) by emailing solicitation opportunities to its members.

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/purchasing

A link to Vendor Registration is listed on the Purchasing Division's web page under "Register as a Vendor".

Click on "Vendor Registration Form" for on-line input.

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 County to provide timely notifications of Quotation, Bid and Proposal opportunities to your business.

A.30 ePAYABLES

Manatee County and Clerk of the Circuit Court have partnered to offer the ePayables program, which allows payments to be made to vendors via credit cards. The Clerk will issue a unique credit card number to each vendor; the card has a zero balance until payments have been authorized.

After goods are delivered or services rendered, vendors submit invoices to the remit to address on the purchase order according to the current process. When payments are authorized, an email notification is sent to the vendor. The email notification includes the invoice number(s), invoice date(s), and amount of payment. Once the vendor receives the email, the credit card has been authorized to be charged for the amount listed in the email. When the vendor charges the full amount authorized in the email, the card will return to a zero balance until the next payment is authorized.

There is no cost for vendors to participate in this program; however, there may be a charge by the company that processes your credit card transactions.

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

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

END OF SECTION A

GENERAL TERMS AND CONDITIONSB.01 CONTRACT FORMS

The Agreement made as a result of the acceptance of any bid from this Invitation for Bids shall be made in the form of a Purchase Order and the successful Bidder shall be bound by the terms and conditions contained in this Invitation for Bids as well as the Purchase Order.

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

B.02 AUTHORIZED PRODUCT REPRESENTATION

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

B.03 QUALITY GUARANTEE

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

B.04 ROYALTIES AND PATENTS

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

B.05 INDEMNIFICATION

The successful vendor covenants and agrees to indemnify and save harmless the County, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the County, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.

B.06 REGULATIONS

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

B.07 MANUALS, SCHEMATICS, HANDBOOKS

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

END OF SECTION B

SPECIFIC TERMS & CONDITIONSC.01 PURPOSE

It is the intent of the County of Manatee to purchase on an as required basis, Electrical Services, which may consist of installation of new electrical wiring and components as well as a range of electrical repairs, at various job sites within Manatee County. It is the specific purpose of this bid to establish an annual contract for the required materials and services and to secure the cost and availability of the materials for procurement.

C.02 BLANKET ORDER

Blanket Purchase Order(s) shall be issued as a result of this bid. A Blanket Purchase Order number, when accompanied by a valid Release Order number provided by an authorized County department, will authorize purchases on an "**as required**" basis. (Note: The quantities shown on the Bid Form are estimates only. There is no guarantee that these quantities will be released).

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

Quantities of purchases will vary depending on the authorized budget of each authorized County department. No work shall proceed, including supplying parts and making shipments until a valid release order is provided.

C.03 QUANTITIES

Exact quantities of service to be procured under this contract cannot be determined at this time. Orders will be issued on an "as required basis"; this may include none, all, or part of the quantities specified, or may result in additional 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.

C.04 WORK AUTHORIZATION

Any work authorized for procurement under this contract shall be on an "as required" basis at various locations within the County. 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. All work shall be scheduled with the County's Representative.

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 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.

C.05 DELIVERY

The primary goal of this contract is the speedy acquisition of repair 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 and at a minimum provide temporary repairs within 24 hours from time of notification; emergency situation response time shall be within two (2) hours of notification. The repair work shall be completed within seven (7) calendar days after County's acceptance of the quote (unless otherwise approved by the County). Failure to respond within the time specified may result in the work being performed by others and/or termination of this contract.

C.06 LIMITATIONS PER PROJECT

Any single project estimated to exceed the single project limitations for electrical work as established in Florida Statutes 255.20, must be competitively awarded by sealed bids. As such, no single project for electrical work that exceeds the limitations established in Florida Statute 255.20 (currently at \$75,000) shall be performed under this contract.

Instead a separate bidding process shall occur for those projects that exceed the amount established under Florida Statute 255.20.

If your quotation for any single project under this contract would be in an amount that would exceed the limits established under Florida Statute 255.20 (currently at \$75,000.00), please do not submit your quote or reveal your pricing, but return the quote form stating that your quotation would exceed this amount.

C.07 CONTRACT TERM

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

C.08 RENEWAL

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

C.09 CANCELLATION

It is mutually understood and agreed that any award made as a result of this bid 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 bid, any quantity of materials and/or services during this 90 day interim provided the County requests delivery during this period.

C.09 CANCELLATION (Continued)

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

C.10 PRICES & TERM

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

C.11 PAYMENT

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

C.12 WARRANTY, MAINTENANCE, SERVICE AND SUPPORT

All work, materials, and equipment furnished as defined herein shall be guaranteed and warranted by the contractor for a minimum period of one (1) year, unless otherwise specified, from final acceptance by the Owner to be free from defects due either to faulty materials or equipment or faulty workmanship. The Owner shall, following discovery thereof, promptly give written notice to the contractor of faulty materials, equipment, or workmanship within the period of the guarantee and the contractor shall promptly replace any part of the faulty equipment, material, or workmanship at his own cost.

C.13 INSURANCE

The vendor 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. The vendor shall obtain, and submit to purchasing within ten (10) calendar days of request, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

a. Workers' Compensation/Employers' Liability

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

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

(Each Accident)	<u>\$100,000</u>
(Disease-Policy Limit)	<u>\$500,000</u>
(Disease-Each Employee)	<u>\$100,000</u>

C.13 INSURANCE (Continued)b. Commercial General Liability

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

General Aggregate:	
Products/Completed Operations Aggregate	<u>\$1,000,000</u>
Personal and Advertising Injury	<u>\$1,000,000</u>
Each Occurrence	<u>\$1,000,000</u>
Fire Damage (Any One Fire)	<u>\$Nil</u>
Medical Expense (Any One Person)	<u>\$Nil</u>

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.

c. Business Auto Policy

Each Occurrence Bodily Injury and	
Property Damage Liability Combined	<u>\$300,000</u>
Annual Aggregate (if applicable)	<u>\$1,000,000</u>

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

d. Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate 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 Bid 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.

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

Nothing herein shall in any manner create any liability of County in connection with any claim against the Contractor for labor, services, or materials, or of Subcontractors; and nothing herein shall limit the liability of the Contractor or Contractor's Sureties to County or to any Workers, Suppliers, material men or employees in relation to the resulting Contract.

C.13 INSURANCE (Continued)

f. By way of its submission of a Bid hereto, Bidder:

1. Represents that Bidder maintains, and will maintain during the term of any Contract arising from this solicitation, insurance coverage from responsible companies duly authorized to do business in the State of Florida, as set forth in this solicitation; and
2. Agrees that, upon County's request, appropriate evidence of the insurance requirements set forth in this solicitation will be produced by Bidder within ten (10) calendar days from the date of Notice of Intent to Award.
3. Agrees that, insurance should not be cancelled without thirty (30) days notice to County and must be endorsed to provide same. Failure of Bidder to obtain and maintain proper amounts of insurance as called for herein shall constitute a material breach of Contract by successful Bidder, which may result in immediate termination.

g. 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
IFB# 14-2073CD- Electrical Services**
2. Certificate shall be mailed to:
**Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
Attn: Chris Daley-CPPB, Contract Specialist**

C.14 MATERIAL/SAFETY DATA SHEET

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

END OF SECTION C

TECHNICAL SPECIFICATIONSD.01 SCOPE

The Work shall consist of, but is not limited to, installation of or replacing of conduit and wire, adding new circuit breakers, motor replacements and control work, repair of parking lot lighting, trouble shooting and repairing, installation of new devices, and preventive maintenance of electrical panels and equipment. The Vendor shall provide all labor, material, equipment and supervision necessary for any electrical installation or electrical repairs as specified by Manatee County Property Management Department. The work specified herein will be performed on public property, based on work orders issued by the County.

The Contractor shall have the ability to provide labor, material and equipment to perform repairs and new installations county-wide in the electrical trade field. The Contractor shall have the experience, knowledge, and skill to install, repair, alter, add to, or design, in compliance with law, electrical wiring, fixtures, appliances, apparatus, raceways, conduit, or any part thereof, which generates, transmits, transforms, or utilizes electrical energy in any form, including electrical installations, and systems within county owned and leased facilities and properties.

D.02 EXECUTION OF WORK

The primary goal of this contract is the speedy acquisition of repair services; Contractor'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 and at a minimum provide temporary repairs within 24 hours from time of notification; emergency situation response time shall be within two (2) hours of notification. The repair work shall be completed within seven (7) calendar days after County's acceptance of the quote (unless otherwise approved by the County). Failure to respond within the time specified may result in the work being performed by others and/or termination of this contract.

The Contractor shall provide only the appropriate amount of qualified personnel for the scope of work to be performed on each service call.

The Contractor shall provide the County with free estimates for any new installations, preventive maintenance requirements, or non-emergency repairs.

D.03 GENERAL ELECTRICAL REQUIREMENTS

- a. All work must be completed per the latest edition of the National Electrical Code as well as any state and local laws, ordinances, rules and regulations.
- b. The vendor shall obtain any and all necessary permits, licenses, and certificates or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules and regulations, for the proper execution and completion of the work specified herein.
- c. For any work where a permit is required, the Contractor shall furnish a copy of the approved City or County permit to the Manatee County Property Management Department before starting the work.
- d. All fire wall or floor penetrations shall maintain their respective smoke and/or fire rating.

D.03 GENERAL ELECTRICAL REQUIREMENTS (Continued)

- e. All new installation(s) must be properly labeled at the user end device and on the panel index.
- f. The Contractor must clean up all debris and replace all ceiling tiles at all job sites upon completion of work.
- g. All work must be approved by the Property Management Department, and the Contractor must present a service ticket to the Building Supervisor or staff for each visit that will show the time of arrival, the time of departure, the material used, and the job assigned.
- 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 as well as the general public by maintaining proper clothing standards, language and attitude.
- j. The County shall require the Contractor to be available twenty four (24) hours per day, seven (7) days per week for emergency work.

D.04 TYPES OF SERVICES AND DEFINITIONS

The types of electrical services under this contract shall include corrective maintenance (both emergency and non-emergency), preventive maintenance and troubleshooting, as well as new electrical installations. All service types shall be on an as required basis. The cost for all services shall be in accordance with the hourly rate bid for this contract and the Work Authorization as described in section D.03 of the bid documents. All hourly rates shall begin at the time that the Contractor arrives to the job site.

A. Corrective Maintenance

Shall be repairs made when a system failure or equipment failure occurs and the contractor has to supply labor, equipment, and possibly materials.

- a. **Non-Emergency Corrective Maintenance**- Shall be performed during normal business hours, or as agreed to by the Contractor and the County upon receipt of approved work order from the County. The County and the Contractor shall mutually agree on the response time for non-emergency corrective maintenance on a per job basis.
- b. **Emergency Corrective Maintenance**- Shall be performed at any time during the week. The Contractor shall be obligated to respond for immediate repairs and the response time shall not exceed two (2) hours to be on the jobsite after being notified by County personnel. Failure to respond within the time specified may result in the work being performed by others and/or termination of this contract.

B. Preventive Maintenance

At the request of the County, the Contractor shall perform preventive maintenance that shall include, but not limited to, the following:

- a. Inspect, clean, lubricate and tighten lugs, fasteners, clamps, and other hardware.
- b. Perform measurements on voltage, amps, power factor, and power and insulation resistance.

D.04 TYPES OF SERVICES AND DEFINITIONS (Continued)

- c. Infrared inspections of the electrical distribution system at any County facility to identify any hot spots on equipment and/or connections. The cost for any infrared inspections shall be done on a per day basis (up to 8 hours), which shall include all costs for equipment, travel, and reports. Each thermal report shall contain side by side pictures of any hot spots; one shall be a color infrared photograph identifying the hot spot pointed out by an arrow, and the other shall be a color photograph identifying the equipment inspected. The report shall also contain a description of any Thermal problem, the date, time of day, estimated temperature of the problem area, and the perceived severity of the problem. **Infrared inspections must be done by a Certified Level II Thermographer by the Infrasppection Institute or equivalent.**

C. Preventive Maintenance Reports

After any preventive maintenance is performed, the Contractor shall provide a written report detailing what was done, any infrared images from infrared inspections, and any recommendations on what work might need to be done in the future to keep the system in good working order. The Contractor shall notify the County immediately if the preventive maintenance indicates imminent equipment or system failure.

Any corrective maintenance that is deemed necessary through the preventive maintenance process shall be authorized by the County before any corrective work is performed.

D. NEW ELECTRICAL INSTALLATIONS

At the request of the County, the Contractor shall provide services for new electrical installations that shall include the furnishing of all materials, labor, equipment, and incidentals for the performance of the required work. The cost for new installations shall be in accordance with the hourly rate bid for this contract and the Work Authorization as described in section C.04 of the bid documents.

E. Parts

- a. The cost of parts and/or equipment shall be at the Contractor's cost plus a percentage markup, or a percentage discount from a published price list. A copy of the material invoice from the supply house, or the published price list, shall be submitted along with the Contractor's invoice for payment.
- b. The County reserves the right to purchase any equipment or parts for the Contractor to install.

D.05 PROJECT CLOSE-OUT

At the close-out of all projects, the vendor shall:

- A. Clean Work area and remove any and all excess materials and debris. Correct any damages to property that may have occurred as a result of your Work.
- B. The Vendor shall remedy any deficiencies / incomplete items promptly.
- C. The Vendor shall provide a written report of what repairs were made, list materials used and man hours required to complete the repairs on a daily basis. If the project lasts longer than one day, the vendor shall obtain a signature/approval from the On-site County supervisor or his/her designee at the end of each day for the man hours used each day.

D.06 REGULATIONS / MATERIAL DISPOSAL

The Contractor shall be responsible for disposal of all old and new electrical materials generated in the performance of the Work. The Contractor shall apply for, acquire, post, and achieve inspections' compliance for all applicable permits required by federal, state, or local rules, regulations, or law.

END OF SECTION D

BASIS OF AWARDE.01 BASIS OF AWARD

Awards will be made to the three (3) responsive and responsible multiple bidders having the lowest total for Bid award purposes listed on the Bid Form. Bidders are required to bid all items listed on the Bid Form to be considered responsive.

It is the intent of the County to place orders with the lowest priced responsive, responsible bidders who can provide the material or service at the time needed for the length of time required. 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 bids 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 bids which are equal with respect to price, quality and service are received, and both bids or neither of these bids 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.

E.02 MINIMUM QUALIFICATIONS OF BIDDERS

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

The Electrical Contractor shall have a minimum of four (4) two-man crews with the capacity and ability to successfully handle several jobs at one time.

To demonstrate qualifications to perform the Work, each bidder must be prepared to submit within five days of County's request; written evidence such as financial data, previous experience, present commitments and other such data as may be requested. Bidder must be able to provide evidence of Bidder's qualification to do business in the state of Florida. Each bidder shall submit as a portion of their bid a completed Contractor's Questionnaire included as Attachment A of this bid document.

END OF SECTION E

BID FORM
(Submit in Triplicate)

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

RE: "Sealed Bid # 14-2073CD – Electrical Services"

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

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

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

DATE:

(Print Name & Title of Signer)

COMPANY ADDRESS: _____

TEL. NO.: _____ Email: _____

FEIN NO.: _____

Acknowledge Addendum No. ____ Dated: _____

Acknowledge Addendum No. ____ Dated: _____

Acknowledge Addendum No. ____ Dated: _____

BID FORM- (CONTINUED)
(SUBMIT IN TRIPLICATE)

IFB #14-2073CD

ITEM NO.	DESCRIPTION	EST. ANNUAL QTY	U/M	UNIT PRICE	EXTENDED PRICE
1	Non-Emergency Corrective Maintenance- performed during normal business hours, or as agreed to by Contractor and the County; this shall include any preventative maintenance (other than infrared thermography).				
	a Journeyman Electrician	1500	Hour	\$ _____	\$ _____
	b Helper	1500	Hour	\$ _____	\$ _____
2	Emergency Corrective Maintenance- performed at any time of day or night during the year. Response time of two (2) hours or less to job site.				
	During Regular Hours: From : _____ AM to _____ PM ; Days of Week _____				
a	Minimum Call Out Charge	20	Each	\$ _____	\$ _____
b	Journeyman Electrician	100	Hour	\$ _____	\$ _____
c	Helper	100	Hour	\$ _____	\$ _____
During Overtime Hours: From : _____ AM to _____ PM ; Days of Week _____					
d	Minimum Call Out Charge	10	Each	\$ _____	\$ _____
e	Journeyman Electrician	50	Hour	\$ _____	\$ _____
f	Helper	50	Hour	\$ _____	\$ _____

Bidder Name: _____

Authorized Signature: _____

BID FORM- (CONTINUED)
(SUBMIT IN TRIPLICATE)

IFB #14-2073CD

ITEM NO.	DESCRIPTION	EST. ANNUAL QTY	U/M	UNIT PRICE	EXTENDED PRICE
3	New Installations- performed during normal business hours, or as agreed to by Contractor and the County				
a	Journeyman Electrician	1500	Hour	\$ _____	\$ _____
b	Helper	1500	Hour	\$ _____	\$ _____
4	Infrared Thermography- performed on a per day basis (up to 8 hours per day)	3	Day (up to 8 hrs)	\$ _____	\$ _____
5	Material Costs for Parts and Equipment				
a.	Vendors Cost plus a % markup	_____ % Markup		\$1,000.00	\$ _____
b.	Percentage discount from a published price list (if applicable)	_____ % Discount		\$1,000.00	\$ _____
TOTAL FOR BID AWARD PURPOSES					\$ _____

Bidder Name: _____

Authorized Signature: _____

MAILING LABEL

Cut along the outside border and affix this label to your sealed Bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the Bid and the Bid due date and time where requested.

MAILING LABEL TO AFFIX TO OUTSIDE OF SEALED BID PACKAGE:

SEALED BID - DO NOT OPEN

CONTRACTOR: _____

SEALED BID NO: 14-2073CD

BID TITLE: Electrical Services

DUE DATE/TIME: _____ @ _____

FORM A
CONTRACTOR'S QUESTIONNAIRE
(Submit in Triplicate)

The Bidder warrants the truth and accuracy of all statements and answers herein contained.
(Attach additional pages if necessary.)

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID

1. Contact Information:

License #: _____

License Issued to: _____

Date License Received (MM/DD/YR): _____

Company Name: _____

Physical Address: _____

City: _____ State of Incorporation: _____ Zip Code: _____

Phone Number: () _____ Fax Number: () _____

Email address: _____

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

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

4. Bidder is authorized to do business in the State of Florida: Yes No

For how many years? _____

5. Your organization has been in business (under this firm's name) as a

Is this firm in bankruptcy? _____

BIDDER: _____

FORM A
CONTRACTOR'S QUESTIONNAIRE
(Submit in Triplicate)

6. Bidder's electrical contractor service is fully equipped and staffed to maintain this contract as specified herein and has the experience to perform Infrared Thermography and ~~preventive~~ maintenance on a variety of electrical equipment with varying degrees of voltage. Respond with the education, experience, and certification of your staff who will be assigned to this contract. (Attach additional pages as necessary).

7. Number of employees employed by your business: _____
Subcontracted: _____ Number of crews: _____

8. Name of supervisor (scheduling and supervising work):

_____ : for Crew #1
_____ : for Crew #2 (If Applicable)
_____ : for Crew #3 (If Applicable)
_____ : for Crew #4 (If Applicable)

9. Bidder's staff shall be uniformed with shirts with name of vendor displayed, pants, and shoes. Uniforms shall be neat and clean in appearance when on the job site. Provide a description of attire:

10. Describe and give the date and County of the last three government or private work of similar scope you've completed which are similar in cost, type, size, and nature as this Project. Include contact name and phone number. Provide the budget, actual cost, size and summary of work for each project. Attach additional pages as necessary.

BIDDER: _____

FORM A
CONTRACTOR'S QUESTIONNAIRE
(Submit in Triplicate)

11. Have you ever failed to complete projects awarded to you? Or failed to complete projects within Contract Time? If so, state when, where (contact name, address, phone number) and why.

12. Have you ever been debarred or prohibited from providing a Bid to a governmental entity? If yes, name the entity and describe the circumstances:

13. Will you subcontract any part of this Work? If so, describe which major portion(s):

14. If any, list (with Contract amount) MBE/DBE to be utilized:

15. What equipment do you own to accomplish this Work? (A listing may be attached)

16. What equipment will you purchase/rent for the Work? (Specify which)

BIDDER: _____

Attachment "B"

STATEMENT OF NO BID

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

Manatee County Purchasing
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205
Email: purchasing@mymanatee.org

We, the undersigned, have declined to bid on Bid No.: 14-2073CD – Electrical 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 Bid and this Statement of No Bid is not executed and returned, our name may be deleted from your Bidders List for this commodity or service.

Company Name: _____

Company Address: _____

Telephone: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)

Attachment "C"

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE V,
MANATEE COUNTY PURCHASING CODE

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

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

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

whose business address is: _____

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

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

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

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

(2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

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

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

[Signature]

STATE OF FLORIDA
COUNTY OF _____

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

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

Notary Public Signature My commission expires _____

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

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