

REQUEST FOR QUOTATION #15-1381GE HEAVY EQUIPMENT RENTAL

DATE ISSUED: <u>APRIL 13, 2015</u> DUE DATE: <u>MAY 8, 2015 at 3:00 PM</u>

DESCRIPTION

Manatee County invites your participation in the following Request for Quotes (RFQ). It is the intent of Manatee County to engage suppliers to provide Heavy Equipment Rental, most without operators but some with operators. The specifications stated herein are of the minimum requirements. All quotes submitted must be in accordance with the General Conditions and Minimum Technical Specifications.

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

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<u>Important Note</u>: A prohibition of Lobbying has been enacted. Please review the paragraph on (page 4) carefully to avoid violation and possible sanctions.

CLARIFICATION

It shall be the responsibility of all quoters to request any additional clarification of the contents herein. Clarification deadline is May 5, 2015 at 3:00pm, with no requests allowed after that time. All clarification requests shall be directed to George Earnest CPPB, at fax (941) 749-3034 or email to george.earnest@mymanatee.org. Clarification will be furnished by written addendum from Purchasing. Quoters shall not accept any verbal or telecommunication explanation as an authorized clarification of the contents herein.

Authorization for Release:

GENERAL TERMS AND CONDITIONS

QUOTE FORMS

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

AMERICAN DISABILITIES ACT

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

CLARIFICATION & ADDENDA

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

CODE OF ETHICS

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

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

COLLUSION

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

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

COLLUSION (continued)

e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by quoter for purpose of doing business.

DISCLOSURE

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

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

DISCOUNTS

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

DISQUALIFYING CRIMINAL MATTERS; CERTIFICATION REQUIRED

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

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

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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

IRREVOCABLE OFFER

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

LEGAL NAME

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

LOBBYING

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

MATHEMATICAL ERRORS

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

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

MBE/WBE

The State of Florida, Office of Supplier Diversity provides the certification process and the database for identifying certified MBE/WBE firms. This service may be directly accessed at: http://www.osd.dms.state.fl.us/iframe.htm If you have any questions regarding this State service, please contact their office at (850) 487-0915.

MODIFICATION OF QUOTATION DOCUMENTS

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

QUOTE EXPENSES

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

REGULATIONS

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

RESERVED RIGHTS

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

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

TAXES

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

END OF GENERAL TERMS AND CONDITIONS

SPECIFIC TERMS AND CONDITIONS

PURPOSE

It is the intent of the County of Manatee to rent <u>HEAVY EQUIPMENT</u> on an as required basis, to consist of various types of heavy equipment associated with diverse projects throughout the County, with and without operators. It is the specific purpose of this RFQ to establish an annual contract for the required equipment and to secure the cost and availability of the equipment for procurement. Of special note to suppliers is that Manatee County does carry Commercial Inland Marine insurance coverage for applicable equipment and work situations.

BLANKET ORDER

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

Each invoice must indicate the Blanket Purchase Order number followed by a valid Release Order number. The Supplier 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 a County Representative before the delivery of the equipment.

QUALIFICATIONS OF THE SUPPLIER

The Supplier shall have been in this line of business for at least three (3) years in the state of Florida. The Supplier shall also be registered to do business in Florida. Suppliers shall supply three (3) references of current similar contracts on the Supplier's References form. All quoters must submit with their quote the Supplier's Questionnaire form included herein.

CANCELLATION

It is mutually understood and agreed that any award made as a result of this RFQ may be canceled by the Supplier upon 90 days written notice by Certified Mail to the County. However, the County is hereby authorized to purchase, in accordance with the prices quoted, any quantity of materials and/or services during this 90 day interim provided the County requests delivery during this period. The County reserves the right to terminate a contract by giving 30 days written notice of intention to terminate if at any time the Supplier 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.

UNSUCCESSFUL SERVICES

In the event the work performance of the Supplier or the quality of the Supplier's equipment is unsatisfactory, the Supplier will be notified by the County and given a time frame to correct the situation. There will be no cost to the County for these corrections. If the situation is not corrected, or if the Supplier fails to perform any required service within the time frame agreed to, the County reserves the right to obtain the service of an alternate Supplier. Deductions of the cost of such substitute will be made from the Supplier's payments. Exemptions may be given by the County if notified of any delays, problems or conflicts that may arise during the course of a particular project. Repetitive unsatisfactory performance shall result in the termination of the contract.

RENEWAL

If not cancelled by the Supplier or the County, this term agreement shall be automatically extended/ renewed beyond the first 12-month contract period for three (3) additional twelve (12) month optional periods providing there are no changes of prices, terms or conditions. The total contract period shall not exceed four (4) years unless agreed to by the County and the Supplier under the Terms and Conditions as of the extention. The contract period begins with the issue and acceptance of the blanket purchase order. Written notice of intention not to renew or to request a pricing adjustment must be submitted by the Supplier 90 days prior to the end of the contract period. Should the Supplier choose not to renew the quote, the County reserves the right to terminate the Contract with that Supplier and select the next qualified supplier or solicit a new Request for Quote.

PAYMENT

Within forty-five (45) days after delivery by the Supplier, acceptance by the County, and presentation of an appropriate invoice, the County shall pay the total amount due. This is mandated by Florida State Statute 218.74. Payment invoices must indicate the Purchase Order and Release Order number.

PRICES

Suppliers shall quote unit prices, F.O.B. Destination, including all discounts, in accordance with item description indicated on the Quote Response Form. Quote items, units of measure, and unit prices shall be listed on the invoice as they are listed on the Quote Response Form. Price adjustments during the life of the contract will only be considered in writing within the 90 day Renewal Anniversary. The prices quoted shall be used for payment and shall be deemed to include payment in full for all transportation, labor, and equipment used in delivering all equipment and materials to the point of delivery to include, but not be limited to, the following:

Option #1- Equipment Rental Only (No Operator)

The quote price shall include: Fuel, Maintenance, Lubrication, Rigging, Set-up and Dismantling, Transportation charges (from Vendor's stated place of business to County designated address and return to the Vendor's place of business), Permits (when applicable), and required Insurance. The County carries complete liability insurance coverage that includes \$1,000,000 limits for any equipment being rented or leased by the County while in the County's possession. The machine shall be delivered with a full fuel tank and the County will return it with a full tank. Provide one total price per item being quoted to cover all of these expenses.

PRICES (continued)

Option #2- Equipment Rental with Operator

The quote price shall include: Operator, Maintenance, Lubrication, Rigging, Set-up and Dismantling, Transportation charges (from Vendor's stated place of business to County designated address and return to the Vendor's place of business), Permits (when applicable), and required Insurance. Machine shall be delivered with a full fuel tank and the County shall return it with a full tank. The County shall be responsible for refueling at the County's expense. The County's resources (fuel inventory) shall be used unless field conditions prohibit such use. Provide one total price per item being quoted to cover all of these expenses.

No additional charges may be added at the time of order unless otherwise stated in detail on the Quote Response Form or amended by way of a change order to the Blanket Purchase Order.

All quoters have the option to quote each piece of equipment with an operator and without an operator as indicated on the Quote Response Form.

Each vendor shall state on the Quote Response Form the minimum number of hours or days which shall constitute the minimum charge for that time period.

QUANTITIES

Quantities, if listed, are estimates only and are not guaranteed.

MAINTENANCE

The Supplier will provide written instructions for the daily and weekly operating maintenance procedures which will be performed by the County.

All scheduled Preventive Maintenance and Service Repair will be performed by the Supplier, as required. The Supplier will provide the County with the maintenance schedule for the rented equipment. The County will notify the Supplier when equipment requires maintenance according to the schedule provided. Maintenance and repairs shall be included on and paid from the same Release Order provided for the equipment reantal.

PHYSICAL DAMAGE- NO OPERATOR PROVIDED

Upon finding by the County that all rental equipment is in satisfactory working condition and free from obvious mechanical and structural defects, the County agrees to return the equipment, at the expiration of the rental period, in the same rented condition, excepting normal wear and tear.

In case of **theft** or **total loss** of equipment, the fair market value shall be established in accordance with generally accepted accounting practices for this type of equipment.

BASIS OF AWARD

Award shall be made to the responsive and responsible quoters having the lowest total quote price for each item. Suppliers may quote on any or all select number of items in any or all groups. The County reserves the right to make multiple awards to this RFQ. Also, the County reserves the right to place orders with other Suppliers, in the event of an urgent, immediate need, and/or delivery time and availability of service requested cannot be met by the lowest priced Supplier at the time of need.

Whenever two or more quotes are equal with respect to price, quality and service, the bid received from a local business shall be given preference in award. Whenever two or more quotes which are equal with respect to price, quality and service are received, and both quotes or neither of these quotes are received from a local business, the award shall be determined by a chance drawing conducted by the Purchasing Office and open to the public. Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its bid that for at least six (6) months prior to the announcement of the solicitation of bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employees at that location.

QUOTE RESPONSE FORM

RFQ #15-1381GE for HEAVY EQUIPMENT RENTAL

DATE DUE: May 8, 2015 @ 3:00 pm

To: Manatee County Purchasing
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205
Attention: George Earnest CPPB, Buyer

Email to: george.earnest@mymanatee.org

Or via Fax @ (941) 749-3034

We, the undersigned, hereby declare that we have carefully reviewed the quote documents, and with full knowledge and understanding of the aforementioned herewith submit this quote, meeting each and every specification, term and condition contained in this Request for Quotation. We understand that the quote specifications, terms and conditions in their entirety shall be made a part of any agreement or contract between Manatee County and the successful supplier. Failure to comply shall result in contract default, whereupon, the defaulting supplier shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

We fully understand and agree that should we be awarded any part or all of the items stated and not have the equipment available at the time requested, the County shall have the option to select the next qualified lowest supplier who can provide the required equipment.

Company Name	Phone Number
Address	Fax Number
City, State Zip Code	Email
AUTHORIZED SIGNATURE(S):	
	Printed Name and Title of Signer
	nay list here a discount from the Supplier's regular rate/price for all it listed on the attached Quote Response Form. If the Supplier will not ent discount.
The following shall be com	pleted, signed and submitted with this Quotation Form:
Public Contracting & Environmental Cri	imes

REQUEST FOR QUOTATION 15-1381GE HEAVY EQUIPMENT RENTAL

SUPPLIER'S QUESTIONNAIRE

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR QUOTE

	Vec	No	(check one) for	continuous vears':	
				Expiration:	
	Current	Tiona bu	siliess itegistration #	LAPITOLION.	
2.	services	provided.	The summary shall state	uoter in the past five years which is related to to the nature of the litigation, a brief description and the monetary amounts involved.	he of the
3.			iolations, formal notices o in a Worker's Compensa	of regulatory non-compliance, safety violations ation claim.	and
4.	Have yo	ou ever faile	ed to complete work awa	rded to you? If so, where and why?	

REQUEST FOR QUOTATION 15-1381E HEAVY EQUIPMENT RENTAL

SUPPLIER'S REFERENCES

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR QUOTE

5. Three current references from commercial projects in Florida for similar services.											
A.	CUSTOMER NAME:										
CON	TACT PERSON:										
ADD	RESS:										
		SERVICE PERIOD:									
CON	TACT PERSON:										
ADD	RESS:										
TELE	EPHONE NO:	SERVICE PERIOD:									
		SERVICE PERIOD:									
SER	VICE DETAILS:										
Com	ipany Name:										

Attachment "A"

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE 6, MANATEE COUNTY PURCHASING CODE

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

This sworn statement is submitted to the Manatee County Board of County Commissioners by

[print individual's name and title]

for

[print name of entity submitting sworn statement]

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is

and (if applicable) its Federal Employer Identification Number (FEIN) is

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

(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

written certification to the County that it has not:

- (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	
	day of, 20 by
Personally known OR Produc	
	My commission expires
Notary Public Signature	
[Print, type or stamp Commissioned nam	ne of Notary Public]

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

Attachment "B"

STATEMENT OF NO QUOTE

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

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

We, the undersigned, have declined to quote on RFQ No.: 15-1381GE – HEAVY EQUIPMENT RENTAL for the following reason(s):
Specifications too restrictive, i.e., geared toward one brand or manufacturerInsufficient time to respondWe do not offer this product or serviceOur schedule would not permit us to performUnable to meet specificationsUnable to meet Bond requirementSpecifications unclear (explain below)Unable to meet insurance requirementsRemove us from your "Bidders List"Other (specify below)
REMARKS:
We understand that if we do not submit a quote and this Statement of No Quote is not executed and returned our name may be deleted from your Bidders List for this commodity or service.
Company Name:
Company Address:
Telephone:
Date:
Signature:
(Print or type name and title of above signer)

Attachment "C"

INSURANCE AND BONDING REQUIREMENTS

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

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

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

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

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

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

Manatee County Board of County Commissioners Bradenton, Florida

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

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

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

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

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

Insurance and Bonding Requirements Compliance Submittal (mandatory)

Ins	surance / Bond Type	Required Limits		
1.		Statutory Limits of Florida Statutes, Cha Government Statutory Limits and Requi		all Federal
2.		\$1,000,000 single limit per occurrence		
3.		Bodily Injury and Property Damage		
	(Occurrence Form) patterned after the current ISO form	\$1,000,000 single limit per occurrence, \$1 Injury Liability and Property Damage Liab and Operations; Independent Contractors Operations and Contractual Liability.	ility. This shal	Il include Premises
4.	☑ Indemnification	To the maximum extent permitted by Flor indemnify and hold harmless Manatee Co from and against all claims, suits, actions costs, including, but not limited to, reason paralegals' fees; caused or contributed to recklessness, or intentionally wrongful co anyone employed or utilized by the Contra Agreement. This indemnification obligation negate, abridge or reduce any other rights may be available to an indemnified party oparagraph or deemed to affect the rights, County on set forth in Elevido Statuto See	ounty, its office, damages, lia able attorneys by the negligonduct of the Cactor in the peon shall not be or remedies or person descriptions.	ers and employees abilities, losses and s' fees and ence, contractor or erformance of this e construed to which otherwise cribed in this
4.		County as set forth in Florida Statute Sec \$ 500,000 Each Occurrence; Bodily Injury Owned/Non-owned/Hired; Automobile Inc.	& Property D	amage,
5.	Other insurance as noted:	☐ Watercraft ☐ United States Longshoreman's and Habe maintained where applicable to the colo	mpletion of the	e work. Per Occurrence
			oe maintained	
		Aircraft Liability coverage shall be carr \$5,000,000 each occurrence if applicable Services under this Agreement.	to the comple	etion of the
			\$	Per Occurrence
		Pollution	\$	_ Per Occurrence
		Professional Liability • \$1,000,000 per claim and in the a • \$2,000,000 per claim and in the a	ggregate	nd in the aggregate
		☐ Project Professional Liability	\$	Per Occurrence
		☐ Valuable Papers Insurance	\$	Per Occurrence

6.	☐ Bid bond	Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the County Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Manatee County Board of County Commissioners on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.									
728	Performance and Payment Bonds	For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.									
8. 9. 10.	required to meet. The satinsurance provisions. Manatee County must General Liability where read: The Certificate Hold County Commissioners in Certificates of Insurance must read: For any and	ler shall be named as Manatee County Board of County Commissioners, OR, Board of in Manatee County, OR Manatee County Government, OR Manatee County. The must state the Contract Number, or Project Number, or specific Project description, or all work performed on behalf of Manatee County. ancellation Notice required.									
	e understand the insurance hin five (5) days of the awa	Contractor's Insurance Statement e requirements of these specifications and that the evidence of insurability may be required ard of this solicitation.									
Na	me of Firm	Date									
	ntractor										
Pri	nt Name										
Ins	urance Agency										
Δα	ent Name	Talanhona Number									

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QUOTE RESPONSE FORM

HEAVY EQUIPMENT RENTAL

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Without Operator	With Operator	50 Ton, Hydraulic, Truck mounted, Rubber Tire	Without Operator	With Operator	Accessories		35 Ton, Hydraulic, Metal Track Crawler, Boom	Without Operator	With Operator	Accessories	Tire, Boom Length up to 155', Spreader Bar &	35 Ton, Hydraulic, Truck Mounted, Rubber	Without Operator	With Operator	25 Ton, Hydraulic, Metal Track Crawler	Without Operator		25 Ton, Hydraulic, Truck Mounted, Rubber Tire	veitnout Operator		20 Ton, Hydraulic, Metal Track Crawler With Operator	Without Operator	With Operator	20 Ton, Hydraulic, Truck Mounted, Rubber Tire		GROUP A - CRANES	EQUIPMENT DESCRIPTION	
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Without Operator	With Operator	30 I on capacity with 10' width, Mack Tractor and Roger Trailer or Equal	Without Operator	With Operator	and Roger Trailer or Equal	50 Ton capacity with 12' width, Mack Tractor	GROUP B - LOW BOYS	Without Operator	With Operator		120 Ton, Truck Mounted, for Counter-Weight	Without Operator	With Operator	A11 90 Ton, Friction, Truck Mounted, Rubber Tire	Without Operator	With Operator	A10 50 Ton, Friction,Truck Mounted, Rubber Tire	Without Operator	With Operator	FO Top Cristian Matel Track Comite	With the Colors	With Operator		EQUIPMENT DESCRIPTION
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Grappler Hooks	Grapple Rake	Root Rake	Bucket	Forks	Hydraulic Quick Couplers	Air Conditioned Cab	"add"	Without Operator	With Operator	2.0 Cubic Yard Bucket, Cat 918F or Equal	Grappier Hooks	Grapple Rake	Root Rake	Bucket	Forks	Hydraulic Quick Couplers	Air Conditioned Cab	*add*	Without Operator	With Operator	1.5 Cubic Yard Bucket, Cat 910F or Equal	GROUP C - FRONT END WHEEL LOADER	NO. EQUIPMENT DESCRIPTION	
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Grappler Hooks	Grappie Rake	Root Rake	Bucket	Forks	Hydraulic Quick Couplers	Air Conditioned Cab	"add"	Without Operator		4.0	Grappler Hooks	Grapple Rake	Root Rake	Bucket	Forks	Hydraulic Quick Couplers	Air Conditioned Cab	"add"	Without Operator	With Operator	3.0 Cubic Yard Bucket, Cat 938F or Equal	Grappler Hooks	Grapple Rake	Root Rake	Bucket	Forks	Hydraulic Quick Couplers	Air Conditioned Cab	"add"	Without Operator	With Operator	2.5 Cubic Yard Bucket, Cat 928F or Equal	NO. EQUIPMENT DESCRIPTION	
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Grappler Hooks	Grapple Rake	Root Rake	Bucket	Forks	Hydraulic Quick Couplers	Air Conditioned Cab	"add"	Without Operator	With Operator	175C or Equal	7.0 Cubic vard Bucket, Cat 980F, IH 550, Clark	Grappler Hooks	Grapple Rake	Root Rake	Bucket	Forks	Hydraulic Quick Couplers	Air Conditioned Cab	"add"	Without Operator	With Operator	5.0 Cubic Yard Bucket, Cat 966F or Equal	NO. EQUIPMENT DESCRIPTION
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Without Operator	With Operator	D4 5 Yard	Without Operator	With Operator	D3 1 1/2 Yard	Without Operator	With Operator	D2 1 1/4 Yard	Without Operator	With Operator	D1 3/4 Yard	LOADER	GROUP D - FRONT END CRAWLER	NO. EQUIPMENT DESCRIPTION
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		E7	Г		E6	Π		E5	Γ		T ₄	Π		E3			E2			Щ		NO.	
Without Operator		Articulated Dump Truck, 40-Ton Capacity	Without Operator	With Operator		Without Operator		Flatbed - 2 Ton Capacity	Without Operator	With Operator	Semi-tractor trailer dump	Without Operator		Tri-axle - 18 Yard Capacity	Without Operator		Tandem - 15 Yard Capacity	Without Operator		5 Yard Capacity	GROUP E - DUMP TRUCKS	EQUIPMENT DESCRIPTION	
\$	\$		₩	\$		\$	\$		\$	\$		\$	\$		\$	₩		\$	₩.			HOUR	
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				<u>Q</u>			93			G2				ਹੁ			Г		F4			F3			F2			F1				NO.	
Without Operator		qual	enclosed cab w/AC: Menzi Muck,	Walkiing Excavator, all wheel drive,	Without Operator		Mini Excavator, 11,000 lbs with Rubber Tracks, Kubota V2203-M Model or Equal	_		#TB25 or Equal	th Trailer Takeuchi Model	tor		Gradall, Badger or Equal	Excavator with Hydroscopic Boom, 30' Reach,	GROUP G - EXCAVATORS	Without Operator		3 - 4 Yard	Without Operator		2 Yard	Without Operator	With Operator	1 1/4 Yard	Without Operator	erator	3/4 Yard	CLAMSHELL	GROUP F - DRAGLINE - BUCKET &		NO. EQUIPMENT DESCRIPTION	
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vvitnout Operator	With Operator	CAT D8n or Equal	Without Operator	With Operator	CAT D7H or Equal	Without Operator	With Operator	Air Conditioned Cab	CAT D7 LGP - With Landfill Package, Enclosed	Without Operator	With Operator	CAT D6HLGP or Equal	Without Operator	With Operator	CAT D6D or Equal	Without Operator	With Operator	CAT D4HLGP or Equal	Without Operator	With Operator	CAT D3CLGP or Equal	GROUP H - BULLDOZERS		EQUIPMENT DESCRIPTION	
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Extended Boom	4 Wheel Drive	Rear Bucket	"add"	Without Operator	With Operator	1 1/4 Yard Bucket	Extended Boom	4 Wheel Drive	Rear Bucket	"add"	Without Operator	With Operator	1 Yard Bucket	Extended Boom	4 Wheel Drive	Rear Bucket	"add"	Without Operator	With Operator	3/4 Yard Bucket	GROUP I - BACKHOE, RUBBER TIRE	NO. EQUIPMENT DESCRIPTION	
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Without Operator		CA EL330L or Equal. Min. 65,000#, Max. 70,000#, Min. Digigng Depth 26'			60,000#, Min. Digging Depth 24'	al Min 50 000# Max	Without Operator		45,000#, Max. 50,000#, Min. Digging Depth 38'	CAT 320L Long Reach or Equal. , Min.	Without Operator	With Operator	50,000#, Min. Digging Depth 21'	CAT 320L or Equal. Min 42,000#, Max.	Without Operator	With Operator	30,000#, Min. Digging Depth 19'	CAT 312 or Fougl Min 26 000# May	Without Operator	With Operator	Depth 18' 4" w/rubber tracks	Min 25,600# - Max 30,000#, Min. Digging	Without Operator	With Operator	17,500#, Min. Digging Depth 15'	CAT E 70 B or Equal. Min 14,500#, Max	TRACK	GROUP J - BACKHOE, CRAWLER/METAL	EQUIPMENT DESCRIPTION
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Without Operator	With Operator	Potable Water - Size Available:	Without Operator	With Operator	5,000 Gallon Capacity for Clear Water	GROUP L - TANKER TRUCKS	Without Operator	With Operator	Crawler/Metal Track or Equal.	Without Operator	With Operator	Rubber tired, Vermier 450 or Equal.	GROUP K - TRENCHERS	Without Operator	With Operator	190,000#, Min. Digging Depth 35'	VALUE OF EAST MIN 120 COM INC.	With Operator			
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without Operator		18/20 I on Rough Terrain Crane, Lorain LRT- 18V or Equal	<u> </u>		275 or Equal	Rough Tei	GROUP N - CHERRY PICKER	Without Operator	Operator		Pneumatic Tired Sakai Model TS150H or		With Operator	Vibrating Sneeproot Roller with 84" Drum, CAT Model CP563 or Equal					With Operator	Tandem, Riding, Vibratory, Asphalt 30" Drum	Without Operator			Static, Double Drum Riding, 30" Drum, Asphalt	GROUP M - ROI I ERS	EQUIPMENT DESCRIPTION
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8 Cubic Feet Without Operator	rator	6 Cubic Feet	GROUP Q - MOTAR MIXERS	Without Operator		CAT 826 or Equal	with Air Conditioned Con	afor	With Operator	Equal	halt Catamillar CB 224 B or	afor	With Operator	Greater	Soil, Vibratory, Riding, Single Drum, 7 Ton or	GROUP P - COMPACTOR	Without Operator	With Operator	Scrapper, Caterpillar 623 or Equal	Without Operator	With Operator	Scrapper, Caterpillar 615 or Equal	GROUP O - SCRAPPER	NO. EQUIPMENT DESCRIPTION
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↔		€S	\$	\$		49	59 TU Header Pipe (20 ft. length)
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eя	€9	\$	\$	S		₩	6
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							R1 Equal
							60' One Man Bucket
							GROUP R - AFRIAI WORK DI ATEODMS
PICKUP CHARGES	(6) MONTHS	(3) MONTHS	MONTH	WEEK	DAY	HOOK	
DELIVERY &					2		NO ROLLEMENT DESCRIPTION

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		8			77			16				15	Ī		14			- T3			T2			T1a		_	1		N _O	_
without Operator		Rock Breaker, Tractor/Truck Mounted			Wheel Tractor, w/Broom or w/Blade	Without Operator	Operator	Equal	mper) Bomag MPH-100 or	Without Operator		Arm	L		Sidewinder Mower Tractor			or, 10' Bushog or Equal			Mowing Tractor, 5' Bushog or Equal	Without Operator		T1a Motor Grader - JD 570 or Equal	Without Operator		Motor Grader - JD 670, CAT 120G or Equal	GROUP T - MISCELLANEOUS	EQUIPMENT DESCRIPTION	
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T20	T19	<u>_</u>	10		T17						T16		T15			T14			T13			T12			T11			T10				61	NO.	
T20 Volts			125 KW Portable Cenerator 220/280 Volta			Truck (4X4), Ford F250 or	Without Operator		60' One Man Bucket	"add"	Boom Truck, 12 Ton	Without Operator	4" Jet Pump	Without Operator		T14 Bobcat, 800 Series or equal	Without Operator		T13 Bobcat, 700 Series or equal	Without Operator	With Operator	Short Bed	Without Operator		Flatbed Tractor Trailer, Long Bed	Without Operator	With Operator	T10 Diameter	Power Post Hole Digger, Mounted, 6" to 36"	Without Operator	With Operator	Truck mounted Aerial Lift & Aerial Bucket	NO. EQUIPMENT DESCRIPTION	
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S O	NO FOLIDMENT DESCRIPTION	<u> </u>						DELIVERY &
	1500 KW Generator (Truck Mounted), 4160					(o) WOW I IO	(o) MONITO	PICAUP CHARGES
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T22	T22 5,000 Gallon Water Wagon, Scraper Style	÷	A	A		•		
Ţ			•	6	₩	- 6	47	69
T23	T23 Ingersoll-Rand 185 Portable Air Compressor	()	€9	69	(s)	 -	A	A
	Screening Plant, 1" to 4" Screens, Motor, 47+							6
T24		₩	co	69	S	· A	A .	9
	Conveyor Belt, 40" H, 20" W. Height of							•
 Τ25		₩	€9	69	\$	69	SA T	A
T26	T26 Scissor Lift 19-20 ft; must fit door opening							•
	of 74" (safety bars collapse down)	\$	₩	€A	€	₩	\$	GA T
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