



**REQUEST FOR QUOTATION  
RFQ 16-1572OV  
Photovoltaics (PV) Solar System Services**

Manatee County, a political subdivision of the State of Florida, (hereinafter "County") will receive sealed quotes 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.

**NON-MANDATORY INFORMATION CONFERENCE**

In order to ensure all prospective quoters have sufficient information and understanding of County's needs, an Information Conference will be held at: 11:00 AM on June 14, 2016 at the Manatee County Administration Building, 8<sup>th</sup> Floor, Staples Conference Room, 1112 Manatee Avenue West, Bradenton, FL 34205. Attendance is not mandatory, but is highly encouraged.

**DEADLINE FOR CLARIFICATION REQUESTS:**      **3:00 PM on June 24, 2016**  
Reference Quote Article A.06

**THIS SOLICITATION IS A REQUEST FOR QUOTATION. REPLIES ARE DUE VIA  
EMAIL: OLGA.VALCICH@MYMANATEE.ORG, U.S. MAIL, (Mail to Manatee County  
Administration Building, 1112 Manatee Avenue West, Suite 803, Bradenton, FL34205)  
OR FAX: 941-749-3014**

**QUOTE OPENING TIME AND DATE DUE:**      **3:00 PM on July 14, 2016**

**FOR INFORMATION CONTACT:**  
Olga Valcich, CPPB, Contract Specialist  
(941) 749-3055  
[olga.valcich@mymanatee.org](mailto:olga.valcich@mymanatee.org)  
Manatee County Financial Management Department  
Purchasing Division

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## **GENERAL TERMS AND CONDITIONS**

### **OPENING LOCATION**

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

Quoters must fully complete all pages of the Quote Form. Quote Forms must be executed by an authorized signatory who has the legal authority to make the quote and bind the company. Quoters must fully comply with all requirements of this RFQ in its entirety. Failure to comply shall result in quoter being deemed nonresponsive.

**This solicitation is not a Sealed Bid. This solicitation is a Request for Quotation and replies may be submitted via email at: [olga.valcich@mymanatee.org](mailto:olga.valcich@mymanatee.org), by U.S. Mail or via fax: 941-749-3014.**

All blank spaces on the quote form 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 thereupon. In the event a change is made in your submittal, the quoter shall write its initials by the change. Any quote may be rejected which contains any omissions, alterations, irregularities of any kind, or which shall in any manner fail to conform to the requirements of this RFQ.

A quote 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 quote shall be executed by two or more of the general partners. If made by a corporation, the quote shall be executed by its President or other legally authorized corporate officer or agent.

### **NON-EXCLUSIVE**

Unless otherwise stated in the quote specification, any contracts resulting from this bid are nonexclusive. The County reserves the right, in its sole opinion, to purchase items listed in this quote through the State of Florida contracts, cooperatives, other current government contracts and nonprofit contracts as provided in the Manatee County Purchasing Policy. The County reserves the rights to solicit separate quotes for requirements that are a portion of a larger contract bid as a whole. Additionally at the County's sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

### **SECURING QUOTE DOCUMENTS**

RFQ's and related documents are available on <http://www.mymanatee.org/purchasing> for download in a portable document format (.PDF) file by clicking on "[Quotes and Proposals](#)" on the left side of the home page. You may view and print these pdf files using Adobe Reader software.

Manatee County may also use DemandStar to distribute quotes. On the DemandStar website, <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.

A complete set of the RFQ documents must be used in preparing quotes. County assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of quote documents.

#### **MODIFICATION OF QUOTE DOCUMENTS**

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

#### **CLARIFICATION REQUESTS & ADDENDA**

Each quoter shall examine all IFB documents and shall judge all matters relating to their adequacy and accuracy. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this RFQ 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.

**3:00 PM on June 24, 2016** shall be the deadline to submit to the Purchasing Division, in writing, all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this IFB.

This deadline has been established to maintain fair treatment of all potential quoters, while maintaining progression of the Work.

If any addenda are issued to this IFB, County will post the documents on the Purchasing Division's web page at <http://www.mymanatee.org/purchasing>, and then by clicking on "**Quotes 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. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

It shall be the **responsibility of each quoter, prior to submitting a quote**, to contact the 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 quote.

### **CONFIDENTIALITY OF SECURITY RELATED RECORDS**

(a) Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as "the Confidential Security Records") are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):

1. A Security System Plan or portion thereof for any property owned by or leased to the County or any privately owned or leased property held by the County.
2. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by the County.
3. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to the County.

(b) Contractor/Vendor agrees that it shall not, as a result of a public records request or for any other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of the County's Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Contractor/Vendor receives a request for such records, it shall immediately contact the County's designated Contract Manager who shall coordinate the County's response to the request. Notwithstanding the foregoing, the Contractor/Vendor may

1. Disclose or release Security System Plans to:

- (A) The property County or leaseholder; or
- (B) Another state or federal agency to prevent, detect, guard against, respond to, investigate, or manage the consequences of any attempted or actual act of terrorism, or to prosecute those persons who are responsible for such attempts or acts.

2. Disclose or release building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by the County:

- (A) To another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities;
- (B) To a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by the County and is contractually bound

by the Contractor/Vendor to comply with this Article/Section; or  
(C) Upon a showing of good cause before a court of competent jurisdiction.

(c) For purposes of this Article/Section, the term "Security System Plan" includes all:

1. Records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security of the facility or revealing security systems;
2. Threat assessments conducted by any agency or any private entity;
3. Threat response plans;
4. Emergency evacuation plans;
5. Sheltering arrangements; or
6. Manuals for security personnel, emergency equipment, or security training.

### **LOBBYING**

After the issuance of any RFQ, prospective quoters or their agents, representatives or persons acting at the request of such quoter shall not contact, communicate with or discuss any matter relating to the RFQ with any officer, agent or employee of Manatee County other than the Purchasing Official or the contact identified in this RFQ, pursuant to the Manatee County Code of Laws. This prohibition includes copying such persons on all written communication, including email correspondence. This requirement begins with the issuance of an RFQ and ends upon execution of the final Agreement or when the RFQ has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code of Laws.

### **UNBALANCED QUOTING 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 quote requirements and industry and market conditions, the quote will be presumed to be unbalanced. Examples of unbalanced quotes will include:

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

In the event County determines that a quote is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, quotes, price lists, letters of intent, etc., which the quoters obtained and upon which the quoter relied upon to develop its quote.

County reserves the right to reject as nonresponsive any presumptive unbalanced quote where the quoter is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

#### **FRONT LOADING OF QUOTE PRICING PROHIBITED**

Prices offered for performance and/or acquisition activities which occur early in the Project Schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive quoters within the same portion of the Project Schedule, will be presumed to be front loaded. Front loaded quotes could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the quoter to complete the Work or otherwise creating an appearance of an undercapitalized quoter.

In the event County determines that a quote is presumed to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, quotes, price lists, letters of intent, etc., which the quoter obtained and upon which the quoter relied upon to develop the pricing or acquisition timing for these quote items. County reserves the right to reject as nonresponsive any presumptive front loaded quotes where the quoter is unable to demonstrate the validity and/or necessity of the front loaded costs.

#### **WITHDRAWAL OF QUOTES**

Quoters may withdraw quotes as follows:

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

#### **IRREVOCABLE OFFER**

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

#### **QUOTE EXPENSES**

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

### **RESERVED RIGHTS**

County reserves the right to accept or reject any and/or all quotes, to waive irregularities and technicalities, and to request resubmission. Also, County reserves the right to accept all or any part of the quote and to increase or decrease quantities to meet additional or reduced requirements of 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 quote of the lowest, responsive, responsible quoter will be accepted, unless all quotes are rejected.

The lowest, responsible quoter shall mean that quoter who makes the lowest quote to sell goods and/or services of a quality which meets or exceeds the quality of goods and/or services set forth in the IFB documents or otherwise required by County.

To be responsive, a quoter shall submit a quote which conforms in all material respects to the requirements set forth in the IFB.

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

Also, County reserves the right to make such investigation as it deems necessary to determine the ability of any quoter to furnish the service requested. Information 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.

### **APPLICABLE LAWS**

Quoter 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 the Manatee County Purchasing Division shall be in accordance with the Manatee County Purchasing Ordinance as amended.

### **COLLUSION**

By submitting a quote to this RFQ, quoter certifies that it has not divulged, discussed or compared its quote with any other quoter, and has not colluded with any other quoter or parties to this quote whatsoever. Also, quoter certifies, and in the case of a joint quote each party thereto certifies as to their own organization, that in connection with this quote:

- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other quoter or with any competitor;



- b. any prices and/or cost data quoted for this quote have not been knowingly disclosed by the quoter and will not knowingly be disclosed by the quoter, prior to the scheduled opening, directly or indirectly to any other quoter or to any competitor;
- c. no attempt has been made or will be made by the quoter to induce any other person or firm to submit or not to submit a quote for the purpose of restricting competition;
- d. the only person or persons interested in this quote, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this quote or in the resulting Agreement to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure the resulting Agreement upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by quoter for purpose of doing business.

### **CODE OF ETHICS**

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

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

### **PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, as that term is defined in Section 287.133, Florida Statutes, may not submit a quote to provide any goods or services to a public entity; may not submit a quote with a public entity for the construction or repair of a public building or public work; may not submit quotes on leases of real property to a public entity; may not be awarded or perform Work as a contractor, supplier, Subcontractor, or consultant under an agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted list.

In addition, the Manatee County Code of Laws prohibits the award of any quote 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 do business 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 attached herein for this purpose.

### **SCRUTINIZED COMPANIES**

Florida Statutes § 287.135, as amended from time to time, may contain limitations on the part of a company to conduct business with the County. Submission of a response to this solicitation shall be subject to all procedural requirements contained within that statute including the submission of any required certification of eligibility to contract with the County. It shall be the responsibility of the company responding to this solicitation to concurrently review the current version of the statute and ensure it is compliant. To the extent a certification is required, it shall be provided on the form located at **Attachment E Vendor Certification Regarding Scrutinized Companies Lists**.

### **QUOTE FORMS**

Quotes must be submitted on the provided forms, although additional pages may be attached.

**Quoter must fully complete all pages of the Quote Forms. Quote Forms must be executed by an authorized signatory who has the legal authority to make the quote and bind the company. Quoter must fully comply with all requirements of this IFB in its entirety.** Failure to comply shall result in quoter being deemed nonresponsive.

### **CONTRACT**

The agreement resulting from the acceptance of this quote shall be in the form of a purchase order.

### **TERMINATION OF CONTRACT**

Manatee County reserves the right to terminate any contract, at any time, with or without cause.

### **DISCOUNTS**

Any and all discounts must be incorporated in the prices contained in the quote and not shown separately. The prices indicated on the Quote Form shall be the prices used in determining award.

### **DELIVERY**

Unless otherwise specified, all prices are to be FOB Destination.

## **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 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.

The successful quoter shall be responsible for the payment of taxes of any kind and character, including, but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and materials furnished under the award in accordance with the laws and Regulations of the place of the project which are applicable during the performance of the work. Nothing herein shall affect the quoter's normal tax liability.

## **DESCRIPTIVE INFORMATION**

Unless otherwise specifically provided in the RFQ 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 RFQ 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.

## **AUTHORIZED PRODUCT REPRESENTATION**

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

## **ROYALTIES AND PATENTS**

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

## **AMERICANS WITH 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 Quote Opening should contact the person named on the cover page of this IFB document at least twenty-four (24) hours in advance of either activity.

### **EQUAL EMPLOYMENT OPPORTUNITY**

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 and the Civil Rights Act of 1992, County hereby notifies all bidders that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this RFQ and will not be discriminated against on the grounds of race, color or national origin in consideration for quote award.

### **MINORITY BUSINESS ENTERPRISE / DISADVANTAGED BUSINESS ENTERPRISE**

The State of Florida Office of Supplier Diversity provides the certification process and the Database for identifying certified MBE/DBE firms. Additional information can be obtained at <http://www.osd.dms.state.fl.us/iframe.htm> or by calling (850) 487-0915.

### **MATHEMATICAL ERRORS**

Quote Forms without mathematical formulas:

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. In the event the dollar amount for contract contingency is omitted, it will be added to the total price of the quote.

Quote Forms with mathematical formulas:

Interactive Quote Forms that contain mathematical formulas may be used for automating lengthy and complex quote forms. In the event these forms are used and a multiplication/extension error(s) is discovered, the unit price entered by the vendor shall prevail. The vendor shall assume the responsibility and accuracy of the information input in the quote form and therefore shall verify that the calculations are correct before submitting their quote.

Regardless of which type of quote form is used, all quotes shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

### **SUBCONTRACTORS**

The successful quoter will obtain prior written approval from the County for any subcontractor(s) and the work they will perform. A subcontractor is defined as any entity performing work within the scope of the project who is not an employee of the successful quoter.

Quoters subcontracting any portion of the work shall include a list of subcontractors along with their quote. The list shall include: name and address of subcontractor, type of work to be performed and the percent of the contract amount to be subcontracted.

Prior to the employment of any person under this contract, the successful quoter shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the successful quoter to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the successful quoter to perform work pursuant to the contract with Manatee County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

**Only those individuals determined eligible to work within the United States shall be employed under this contract.**

By submission of a quote in response to this IFB, the successful quoter commits that all employees and subcontractors will undergo e-verification before placement on this contract.

If County has reasonable objection to any subcontractor, the County may request the successful quoter to submit an acceptable substitute without an increase in contract sum or contract time.

If successful quoter declines to make any such substitution, the County may award the resulting agreement to the next lowest qualified quoter that proposes to use acceptable subcontractors, who County does not make written objection to. In the event the successful quoter declines to make any such substitution post award, the County may exercise its right to terminate the agreement.

The successful quoter shall maintain sole responsibility for the actions of its employees and subcontractors. New employees brought in after contract award shall follow the same requirement stated above for the life of the contract.

#### **DISCLOSURE**

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

Quotes 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 quote shall be conducted at the public quote opening.

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

If County rejects all quotes and concurrently notices its intent to reissue the solicitation, the rejected quotes 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 quote is not exempt for longer than twelve (12) months after the initial notice rejecting all quotes.

#### **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY**

**TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT: (941) 742-5845, debbie.scaccianoce@mymanatee.org, Attn: Records Manager, 1112 Manatee Ave W., Bradenton, FL 34205.**

Pursuant to Florida Statutes 119.0701, to the extent CONTRACTOR is performing services on behalf of the COUNTY, contractor must:

- a. Keep and maintain public records required by public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### **LOCAL PREFERENCE**

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 quote that for at least six (6) months prior to the announcement of the solicitation of quotes 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.

Local preference shall not apply to the following categories of Agreements:

1. Purchases or Agreements 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 quote 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.
3. For a competitive solicitation for construction services in which fifty percent (50%) or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.

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](http://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.

It is the responsibility of the quoter to ensure accuracy of the Affidavit as to Local Business and notify County of any changes affecting same.

### **VENDOR REGISTRATION**

Registering your business will provide Manatee County a sourcing opportunity to identify supplies of goods and services, plus identify local businesses.

You may register online at [www.mymanatee.org/vendor](http://www.mymanatee.org/vendor). If you need any assistance, please call (941) 749-3014, Monday – Friday, 8:00 A.M. to 5:00 P.M., excluding holidays, and the Purchasing Division can assist you as needed.

Registration is not mandatory; however, by taking the time to register, you are helping the County to provide timely notification of quotation, bid and proposal opportunities to your business.

### **ENVIRONMENTAL SUSTAINABILITY**

All quoters are encouraged to use as many environmentally preferable "green" products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. Environmentally preferable are products or services that have a reduced adverse effect on the environment.

Quoters shall acknowledge whether or not their organization has an environmental sustainability initiative by checking the appropriate box on the quote form. In addition, the quoter shall submit a summary of their environmental sustainability initiative along with their quote. This information will be used as a determining factor in the award decision when all other evaluative factors, including local preference policies are otherwise equal.

### **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. 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 the ePayables Application attached herein and return the completed form via email to Ms. Lori Bryan, Supervisor at [lori.bryan@manateeclerk.com](mailto:lori.bryan@manateeclerk.com).

### **FUNDING**

This quote is subject to appropriation of funds in an amount sufficient to allow continuation of the County's performance in accordance with the terms and conditions of this bid. The county shall provide prompt written notice to the vendor that sufficient funds have not been appropriated to continue its full and faithful performance under the terms of this bid, and shall, effective thirty (30) days after giving such notice or upon the expiration of the time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to the bid.

### **CONDITIONS FOR EMERGENCY/ HURRICANE OR DISASTER – TERM CONTRACTS**

It is hereby made a part of this Request for Quotation that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Manatee County shall require a "first priority" basis for services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Contractor agrees to provide services to the County or other governmental entities as opposed to a private citizen, on a first priority basis.

The County expects to pay contractual prices for all services required during an emergency situation. Contractor shall furnish a twenty-four (24) hour phone number in the event of such as emergency.

### **PRECEDENCE**

Statements contained in the Scope of Work or Quote Summary section of this Request for Quotation, which may vary from the information contained in the General Terms and Conditions, shall have precedence.

## **END OF GENERAL TERMS AND CONDITIONS**



## **SPECIFIC TERMS & CONDITIONS**

### **PURPOSE**

The purpose of this RFQ is to obtain the services of a **Qualified and Highly Skilled Local Electrical Contractor to maintain and repair “on an as needed basis” the Photovoltaics (PV) Solar Systems, primarily on existing systems,** at various Manatee County locations. Secondary purpose of this Request for Quotation includes the installation of new Photovoltaics (PV) Solar Systems within the County.

It is the specific purpose of this quote to establish an annual contract for the required labor and materials and to secure the cost and availability of materials for procurement.

It is prohibited for any work or release order resulting from this agreement to exceed \$75,000. Projects costing more than \$75,000 shall be “competitively awarded” in accordance with Florida Statutes 255.20 and shall be bid separately.

### **QUALIFICATIONS OF THE CONTRACTOR**

Each Contractor must secure all licenses required (in accordance with 489 Florida Statutes) for the Work which is the subject of this quote; and, shall submit a true copy of all applicable licenses with the Quote Reply. **The Contractor shall be a Florida Certified Electrical Contractor and have performed verifiable commercial work on Solar System repairs as specified herein.**

**The contractor shall have been working as a licensed electrical contractor for at least five (5) continuous years under the business name as provided on the Quote Response Form.**

The electrical contractor shall have the ability to provide labor, material and equipment to perform repairs / maintenance and new installations (if required) on county-wide solar systems. The electrical contractor shall have the experience, knowledge and skill in all facets of solar system maintenance, repair work and installation of new equipment.

To demonstrate qualifications to perform the Work, each contractor must be prepared to submit within five days of County's request; written evidence such as previous experience, present commitments and other such data as may be requested. The Contractor must be able to provide evidence of the Contractor's qualification to do business in the state of Florida. Each contractor shall submit as a portion of their quote submittal a completed Contractor's Questionnaire included with this RFQ package.

All service personnel shall be uniformed with visible personal identification. In order to ensure compliance with the County's service response requirement, the Contractor must have service personnel based within 75 miles of Manatee County.

## **SECURITY**

The Contractor must comply with County security requirements for each facility. Some facilities are high-security level buildings such as the Public Safety Building, Judicial Center or the Jail. The County will make the Contractor aware of special security needs when submitting a service request to the Contractor. **Any work scheduled at the Jail facility would be subject to all security protocols and present limitations to access of equipment.**

## **QUANTITIES**

The quantities listed are estimated and only given as a guideline for preparing your quote and should not be construed as representing actual quantities to be purchased. Orders will be issued on an "as required basis".

## **PRICES AND TERMS**

Contractors shall quote unit prices for labor rate, percentage markup or discount for parts or materials or equipment. Any items ordered specifically for a county project shall be F.O.B. Destination with no shipping costs assessed to the County. 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 providing services and delivering supplies and materials to the point of service. No associated costs such as travel time or fuel surcharges will be allowed. Price adjustments during the life of the contract will only be considered in writing within the 90 day Renewal Anniversary.

## **RENEWAL**

If not cancelled by the Contractor or the County, **this agreement shall be automatically extended/renewed** beyond the first twelve (12) month period for four (4) additional twelve (12) month periods not to exceed total contract duration of sixty (60) months providing there are no changes of prices, terms or conditions. **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 Contractor choose not to renew the agreement the County reserves the right to terminate the Contract with that Contractor and select the next qualified quoter, or re-advertise for those bid items, or solicit a new RFQ for all items.

## **CANCELLATION**

The County reserves the right to terminate a contract by giving 30 days written notice of intention to terminate if at any time the Contractor 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. Failure to adhere to all terms and conditions of the contract may be just cause for the County to dispose of all batteries collected during the balance of the period covered by the contract on the open market and charge any loss occasioned thereby to the Contractor and cancel the agreement without further notice.

It is mutually understood and agreed that any award made as a result of this quote may be cancelled by the Contractor upon 60 days written notice by Certified Mail to the County. However, the County shall secure services, in accordance with the RFQ terms, during this 60 day period.

### **RESTRICTIONS ON SUBCONTRACTING**

All work performed on site shall be done by the vendor's employees. **No subcontractors or independent contractors hired by the vendor shall be on site without prior written approval from the Manatee County Department requesting the service.**

### **UNSUCCESSFUL SERVICES**

In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the County and given a time frame to correct the work. There will be no cost to the County for these corrections. If the work is not corrected, or if the Contractor fails to perform any required service within the time frame given, the County reserves the right to obtain the service from an alternate Contractor. Deductions of the cost of such substitute will be made from the Contractor'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 and a transfer of the award to the next lowest responsive and responsible Contractor.

### **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 County to be free from defects due either to faulty materials or equipment or faulty workmanship. The County 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.

### **BLANKET PURCHASE ORDER**

A master agreement blanket purchase order shall be issued as a result of this bid. A blanket purchase order number, when accompanied by a valid written release order provided by an authorized county department, will authorize work on an "**as required**" basis, bound by the terms and conditions of this RFQ. The Contractor is not authorized to proceed with, and will not be compensated for, any work that is not authorized by a valid written release order issued by the County. **Perform no work until a valid written release order is provided.**

In order to be considered complete for payment all invoices shall reference in detail, the name and address of the project, the blanket purchase order number, the release order number, the bid item numbers and quantity for each item.

### **BASIS OF AWARD**

Award shall be to the responsive, responsible Contractor meeting specifications and having the lowest Total Quote Price. Contractors must quote all items for their quote to be considered responsive. Prices submitted shall include costs for furnishing all inspections, labor, equipment or materials or equipment for the completion of the Work in accordance with all specifications and requirements as listed herein. The County reserves the right to make multiple awards.

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

#### **END OF SPECIFIC TERMS AND CONDITIONS**

## **MINIMUM TECHNICAL SPECIFICATIONS**

### **SCOPE**

The goal of this Request for Quotation is to obtain the services of local electrical companies skilled in all aspects of Photovoltaics (PV) Solar System services, primarily in the repair and maintenance of existing systems on an "as needed basis". Secondly, the installation of new systems.

### **GENERAL REQUIREMENTS**

On some jobs, (if required), the use of contractor owned specialty equipment may be required. This equipment is in addition to any equipment used in the regular course of solar system maintenance and repair work. Contractor shall provide a list of all contractor-owned equipment. The Contractor's Questionnaire to be completed by the quoter shall be submitted with the Quote Reply.

Written approval from the authorized County's Representative is required prior to the use of specialty equipment.

Work shall include, but is not limited to the following:

1. Repairing or replacing Inverters and associated parts.
2. Testing PV Panels
3. Maintaining PV Panel roof support systems hardware
4. Troubleshooting and repairing all aspects of a PV system
5. Installing new devices
6. Preventive maintenance of related electrical panels and equipment.
7. 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.
8. Contractor shall be responsible to 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.
9. For any work where a permit is required, the contractor shall furnish a copy of the approved City or County permit to the County before starting the work
10. All fire wall penetrations or floor penetrations must maintain the wall or floor smoke or fire rating.

11. All work must be approved by the Property Management department
12. All new work must be labeled at the user end device on the panel index.
13. No passing into areas beyond the designated areas of the work
14. Observe all safety codes while on County property
15. The contractor shall keep public areas free of waste materials
16. The contractor shall remove all rubbish from the site (above and below the ceiling).  
All work areas are to be as clean as to the found conditions, before leaving the premises.
17. The contractor must clean up debris and replace all ceiling tiles at all job sites.
18. The contractor must be mindful of different security protocols at different County locations and abide by them
19. The contractor shall maintain proper and respectful demeanor around all County employees as well as the general public by maintaining proper clothing standards, language and attitude
20. The County shall require the contractor to be available twenty-four (24) hours per day seven (7) days per week for emergency work

#### **REGULAR AND OVERTIME HOURS**

The primary goal of this contract is the speedy acquisition of repair / maintenance services; the contractor's responsiveness under the terms of this contract is paramount. Upon written notification of a need for maintenance and / or repair services, the contractor shall acknowledge and, if necessary, provide temporary repairs within 24 hours from time of notification.

Emergency situation response times shall be within two (2) hours to the jobsite. All work must be preceded by a valid Release Order and 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 this time frame may be cause for the County to use an alternate contractor. A pattern or response failure may result in the termination of the contract.

The contractor shall provide only the appropriate amount of qualified personnel for the scope of work to be performed on each service call. However, the contractor must have the staff capacity to provide service to at least two projects simultaneously.

The following work hours shall control the hourly pricing to be charged for any project and shall match the pricing on the Quotation Price Form:

**Regular Hours** –normal hours are Monday through Friday from 8:00 AM to 5:00 PM.

**Weekend or Evening** - work may be required, depending on the needs of Manatee County.

**Emergency Hours** – shall be considered hours outside of normal business hours to include County or national holidays.

#### **TYPES OF SERVICES AND DEFINITIONS**

The types of repair / maintenance service under this contract shall include: corrective maintenance (both emergency and non-emergency), troubleshooting, as well as new Photovoltaics (PV) Solar System Installations.

All service types shall be on an as required basis. The cost for all services shall be in accordance with the hourly rate quoted for this contract. All hourly rates shall begin at the time that the Contractor arrives to the job site.

#### **A. Corrective Maintenance**

Shall be:

1. Repairing or replacing inverters and associated parts
  2. Testing PV panels
  3. Maintaining PV panel roof support systems hardware
  4. Troubleshooting and repairing all aspects of a PV system
  5. Installing new devices
  6. Preventive maintenance of related electrical panels and equipment
- 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 a Release Order from the County. Normal hours are Monday through Friday, 8:00 AM to 5:00 PM.
  - b. **Weekend or Evening** work may be required, depending on the needs of Manatee County.
  - c. **Emergency Corrective Maintenance**- Shall be performed at any time during the week outside of normal business hours. 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 the County.

**B. Troubleshooting**

At the request of the County, the contractor shall perform troubleshooting to identify a problem and make recommendations for repair and/or correction of problem.

**C. New Installations**

At the request of the County, the contractor shall provide services for new Photo Voltaic (PV) Solar System installations that shall include the furnishing of all materials, labor, equipment, and incidentals for the performance of the required work providing the work does not exceed \$75,000.

**D. Parts and Equipment**

- 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.

**E. Call Out Charges**

"Call Out" charges shall not be allowed for any services under this RFQ.

**PROJECT CLOSE-OUT**

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

- A. Clean the Work area and remove any and all excess materials and debris. Correct any damages to property that may have occurred as a result of the work.
- B. The Contractor shall remedy any deficiencies / incomplete items promptly. Any work related deficiencies found shall be reported in writing on the Service Report and immediately notify the County representative at the Work location along with recommendations for rectifying such deficiencies.
- C. Once the repair measures have been approved by the County representative and authorized Property Management personnel, the contractor shall commence work as soon as possible after receiving authorization and a Release Order Number from the County representative. All repair shall be thoroughly testing for proper operation.

**SERVICE REPORTS (INVOICING)**

- A. Contractor shall provide written service reports detailing all repairs or service one at the work site at the completion of the visit.
- B. Include Arrival and departure time of every person on the job
- C. The date the job was performed / job no.
- D. Location of the Work
- E. Scope of Work



- F. Show listing of all parts and materials approved and used.
- G. Obtain a signature from the County representative on site.
- H. Leave a hard copy of the Service Report with the County representative prior to leaving the site.
- I. The Service Report **SHALL** be signed by County representative for Manatee County.

#### **Invoices and Payments**

It is required that all invoices match the service reports performed for a specific job.

- A. Include Release Order No., and Blanket Purchase Order No.
- B. Include Scope of Work.
- C. Include hours on site and parts cost.
- D. All invoices must be itemized.
- E. Do NOT charge for "Misc. Supplies".
- F. Do NOT charge for Travel Time.
- G. All Repair / Maintenance Services shall be at the hourly rate for time actually at the site and must match the Service Report recorded times.
- H. A copy of the Invoice for the job shall be sent to the person supplying the written Release **Order and a copy sent to invoice@manateeclerk.com.**

#### **REGULATIONS / MATERIAL DISPOSAL**

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

#### **END OF MINIMUM TECHNICAL SPECIFICATION**

**QUOTE RESPONSE FORM (part one of two) for RFQ#16-1572OV**  
**Photovoltaics (PV) Solar System Services**

ITEM	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE
<b>Regular Repairs / Maintenance Services-</b> Charge per Hour for Labor as directed during normal business hours, as agreed to by Contractor and the County. This shall include any troubleshooting requested by the County ( Hrs.: M - F 8:00 am to 5:00 pm)				
1	Electrician	\$	X 240 hours =	\$
2	Helper	\$	X 240 hours =	\$
<b>Overtime / Repairs / Maintenance Services</b> (Charge per Hour for Labor as directed during Overtime hours, as agreed to by Contractor and the County. (Hours other than M – F 8:00 am to 5:00 pm)				
3	Electrician	\$	X 40 hours =	\$
4	Helper	\$	X 40 hours =	\$
<b>New Installations-</b> performed during normal business hours, (Hrs.: M – F 8:00 am to 5:00 pm)				
5	Electrician	\$	X 240 hours =	\$
6	Helper	\$	X 240 hours =	\$
<b>Material Costs for Parts and Equipment (As Required / As Needed Basis)</b>				
7	Contractor's cost plus % markup	%	X \$100 =	\$
<b>OR</b>				
8	% Discount from published price list	%	X \$100 =	\$
<b>TOTAL QUOTE PRICE FOR AWARD PURPOSES:</b> Sum of extended prices for items 1 thru 8				\$

**QUOTE RESPONSE FORM (part two of two)**

**RFQ16-1572OV, Photovoltaics (PV) Solar System Services**

**SUBMITTAL DEADLINE: July 14, 2016 at 3:00 PM**

**EMAIL: [olga.valcich@mymanatee.org](mailto:olga.valcich@mymanatee.org) OR VIA FAX TO (941) 749-3034**

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

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

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

\_\_\_\_\_  
(Print Name & Title of Signer)

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

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

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

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

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

Contractor's Questionnaire & References..... Pages 26-27

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

Insurance Requirements Compliance Submittal ..... Attachment "C"

REQUEST FOR QUOTATION 16-1572OV

Photovoltaics (PV) Solar System Services

CONTRACTOR'S QUESTIONNAIRE & REFERENCES

**THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR QUOTE**

1. Current Florida Electrical Contractor's License # \_\_\_\_\_ Expiration: \_\_\_\_\_
2. Summary of any litigation filed against the quoter in the past five years which is related to the services provided. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.
3. List any notice of violations, formal notices of regulatory non-compliance, safety violations and accidents resulting in a Worker's Compensation claim.
4. Have you ever failed to complete work awarded to you? If so, where and why?  
\_\_\_\_\_  
\_\_\_\_\_

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

REQUEST FOR QUOTATION 16-15720V  
Photovoltaics (PV) Solar System Services  
CONTRACTOR'S QUESTIONNAIRE & 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: \_\_\_\_\_

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

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

TELEPHONE NO: \_\_\_\_\_ SERVICE PERIOD: \_\_\_\_\_

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

\_\_\_\_\_

B. CUSTOMER NAME: \_\_\_\_\_

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

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

TELEPHONE NO: \_\_\_\_\_ SERVICE PERIOD: \_\_\_\_\_

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

\_\_\_\_\_

C. CUSTOMER NAME: \_\_\_\_\_

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

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

TELEPHONE NO: \_\_\_\_\_ SERVICE PERIOD: \_\_\_\_\_

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

\_\_\_\_\_

Company 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 \_\_\_\_\_. 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]

\_\_\_\_\_ My commission expires

\_\_\_\_\_  
Notary Public Signature

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

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

**Attachment "B"**

**STATEMENT OF NO QUOTE**

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

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

We, the undersigned, have declined to bid on RFQ No.: 16-1572OV, Photovoltaics (PV) Solar System 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"**

### **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)

Insurance / Bond Type	Required Limits
1. <input checked="" type="checkbox"/> Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements
2. <input checked="" type="checkbox"/> Employer's Liability	\$ <u>1,000,000</u> single limit per occurrence
3. <input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage  \$ <u>1,000,000</u> single limit per occurrence, \$1,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
4. <input checked="" type="checkbox"/> Indemnification	To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless Manatee County, its officers and employees from and against all claims, suits, actions, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees; caused or contributed to by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.
4. <input checked="" type="checkbox"/> Automobile Liability	\$ <u>500,000</u> Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included
5. <input type="checkbox"/> Other insurance as noted:	<div style="margin-left: 20px;"> <input type="checkbox"/> Watercraft                                 \$ _____ Per Occurrence  <input type="checkbox"/> United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work.  <span style="float: right;">\$ _____ Per Occurrence</span>  <input type="checkbox"/> Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work.  <span style="float: right;">\$ _____ Per Occurrence</span>  <input type="checkbox"/> Aircraft Liability coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the Services under this Agreement.  <span style="float: right;">\$ _____ Per Occurrence</span>  <input type="checkbox"/> Pollution                                         \$ _____ Per Occurrence  <input type="checkbox"/> Professional Liability      \$ _____ per claim and in the aggregate  <div style="margin-left: 40px;"> <ul style="list-style-type: none"> <li>• \$1,000,000 per claim and in the aggregate</li> <li>• \$2,000,000 per claim and in the aggregate</li> </ul> </div>   <input type="checkbox"/> Project Professional Liability                 \$ _____ Per Occurrence  <input type="checkbox"/> Valuable Papers Insurance                         \$ _____ Per Occurrence </div>

6. ☐ Bid bond

Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the County Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Manatee County Board of County Commissioners on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.

7. ☐ Performance and Payment Bonds

For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

8. ☒ Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide County with certificates of insurance meeting the required insurance provisions.
9. ☒ Manatee County must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.
10. ☒ The Certificate Holder shall be named as Manatee County Board of County Commissioners, OR, Board of County Commissioners in Manatee County, OR Manatee County Government, OR Manatee County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Manatee County.
- ☒ **Thirty (30) Days Cancellation Notice** required.

#### Contractor's Insurance Statement

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

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

Contractor  
Signature \_\_\_\_\_

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

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

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