

REQUEST FOR QUOTATION RFQ #17-0445GE

Utilities Generator Preventative Maintenance Services

Manatee County, a political subdivision of the State of Florida, (hereinafter "County") invites your participation in the following requests for quotes. The specifications stated herein are of the minimum requirements. All quotes submitted must be in accordance with the Request for Quotes documents in their entirety.

INFORMATIONAL CONFERENCE:

In order to ensure all prospective quoters have sufficient information and understanding of County's needs, an information Conference will be held at: 9:00 AM on March 2, 2017 at the Utilities SouthEast Maintenance Conference Room, 3325 Lena Rd., Bradenton, FL 34211. Attendance is not mandatory, but is highly encouraged

A-2-14

B-1-3

DATE ISSUED: February 22, 2017

DEADLINE FOR CLARIFICATIONS REQUESTS: 3:00 on March 7, 2017

TIME AND DATE DUE: 3:00 PM on March 10, 2017

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FOR INFORMATION CONTACT:

George Earnest CPPB, Buyer PHONE (941) 749- 3044 FAX (941) 749-3034

george.earnest@mymanatee.org

Manatee County Financial Management Department

Procurement Division

AUTHORIZED FOR RELEASE:

SECTION A INFORMATION TO QUOTERS

A.01 QUOTATION FORM DELIVERY REQUIREMENTS

Any quotes received after the stated time and date will not be considered. Acceptable methods of delivery of quotes are as follows:

Email Address: george.earnest@mymanatee.org

FAX: (941) 749-3034

US MAIL to: Manatee County Procurement Division

1112 Manatee Avenue West, Suite 803, Bradenton FL 34205

A.02 QUOTATION FORMS

All blank spaces on the quotation 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 bid shall be executed by its President or other legally authorized corporate officer or agent.

Quotes must be submitted on attached provided forms, although additional pages may be attached. Quoters 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. Quoters must fully comply with all requirements of this RFQ in its entirety. Failure to comply shall result in default of the resulting Contract, whereupon, the defaulting Contractor shall be required to pay for any and all reprocurement costs, damages, and attorney fees as incurred by County.

A.03 MATHEMATICAL ERRORS

Quotation Forms without imbedded 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.

Ouotation Forms with imbedded mathematical formulas:

Interactive Quotation Forms that contain mathematical formulas may be used for automating lengthy and complex quotation 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 quotation form and therefore shall verify that the calculations are correct before submitting their quote.

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

A.04 EXAMINATION OF QUOTE DOCUMENTS AND SITE(S)

It is the responsibility of each quoter before submitting a quote to (a) examine all RFQ documents thoroughly; (b) consider federal, state, and local codes, laws, and regulations which may affect costs, progress, performance, or furnishing of the work; (c) study and carefully correlate bidder's observations with the RFQ documents; and (d) notify the County of all conflicts, errors, or discrepancies in the RFQ documents prior to the deadline for clarification requests.

A.05 NON-EXCLUSIVE

Unless otherwise stated in this quote specification, any contracts resulting from this quote 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 Procurement Policy. The County reserves the rights to solicit separate quotes for requirements that are a portion of a larger contract quote/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.

A.06 MODIFICATION OF RFO 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 Specifications. County is not obligated to make any changes to the RFQ documents. Unless an Addendum is issued, the RFQ documents shall remain unaltered. <u>Ouoters must fully comply with the RFQ documents in their entirety</u>.

A.07 CLARIFICATION & ADDENDA

Each quoter shall examine all RFQ 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 Procurement Division. Owner shall not be responsible for oral interpretations given by any Owner employee, representative, or others.

3:00 PM on March 7, 2017 shall be the deadline to submit to the Procurement Division, in writing, all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this RFQ.

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

The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

It shall be the <u>responsibility of each quoter</u>, prior to submitting a quote, to contact the Procurement Division (see contact information on the cover page) to <u>determine if any addenda were issued</u> and to make such addenda a part of their quote.

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.

A.08 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 owner 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.

A.09 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 Procurement Official or the contact identified on the first page of 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.

A.10 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 the 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, bids, price lists, letters of intent, etc., which the quoter obtained and upon which the quoter relied upon to develop its quote. County reserves the right to reject as nonresponsive any presumptive unbalanced quotes where the quoter is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

A.11 WITHDRAWAL OF QUOTES

Quoters may withdraw quotes as follows:

- a. 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 Procurement Official.

A.12 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 <u>irrevocable offer for a period of ninety (90) days</u> to sell to Manatee County the goods or services set forth in the attached RFQ until one or more of the bids have been duly accepted by County.

A.13 QUOTE EXPENSES

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

A.14 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, to increase or decrease quantities or to add related services 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 <u>lowest</u>, 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 RFQ documents or otherwise required by County.

To be <u>responsive</u>, a quoter shall submit a quote which conforms in all material respects to the requirements set forth in the RFQ. <u>Quoters must fully comply with the RFQ</u> documents in their entirety.

To be a <u>responsible</u> 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.

A.15 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 Procurement Division shall be in accordance with the Manatee County Procurement Ordinance as amended.

A.16 COLLUSION

By submitting a quote in response to this RFQ, quoter certifies that it has not divulged, discussed or compared its quote with any other quoter, and <u>has not colluded</u> 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.

A.17 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 Florida Statutes Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such quoter will be disqualified from eligibility to perform services or provide the goods described in this RFQ, 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 provide the goods and/or services described in this RFQ, 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.

A.18 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 Procurement Code 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 Procurement 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 Procurement 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.

A.19 CONTRACT

The Agreement made as a result of the acceptance of any quote from this Request for Quotes shall be made in the form of a Purchase Order and the successful Quoter shall be bound by the terms and conditions contained in this Request for Quotes as well as the Purchase Order.

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

A.20 TERMINATION OF CONTRACT

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

A.21 PURCHASING COOPERATIVE

It is the intent of this Request for Quotation to include requirements and to obtain quotes on behalf of Manatee County and reserve the right for the entities belonging to the Sarasota Bay Chapter of NIGP to obtain purchases from this quote proposal. This opportunity is also made available to any and all local, County, Public Educational Institutions, non-profits, and the State of Florida.

Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Manatee County will not be financially responsible for the purchase of other entities from this solicitation.

A.22 DISCOUNTS

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

A.23 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.

A.24 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.

A.25 DELIVERY

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

A.26 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 do so may, in the 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.

A.27 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.

A.28 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 RFQ document at least twenty-four (24) hours in advance of either activity.

A.29 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, County hereby notifies all quoters 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, national origin, religion, sex, age, handicap, or marital status in consideration of bid award.

A.30 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.

A.31 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 RFQ, 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.

A.32 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this RFQ become "Public Records", and shall be subject to public disclosure consistent with Florida Statues, 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 quote opening.

If Owner rejects all quotes and concurrently notices its intent to reissue the solicitation, the rejected quotes are exempt from public disclosure until such time as Owner provides notice of an intended decision concerning the reissued solicitation or until Owner 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 **OWNER'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.

A.33 LOCAL PREFERENCE

Local business is defined as a business legally authorized to engage in the sale of the goods and/or services, and which certifies within its bid that for at least six (6) months prior to the announcement of the Invitation For Bid 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 governing the funds prohibit the preference.
- 2. Any quote announcement which specifically provides that local preference, as set forth in this section, is 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 provide certification to County by completing an "Affidavit as to Local Business" form which is available for download at www.mymanatee.org/vendor. Click on "Affidavit for Local Business" to access and print the form. Complete, notarize, and <a href="mailto:m

It is the responsibility of the quoter to ensure accuracy of the affidavit and notify County of any changes affecting same.

A.34 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. 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 Procurement 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.

A.35 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.

A.36 ePAYABLES

Manatee County Board of County Commissioners and the Manatee County 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 of the Circuit Court will issue a unique credit card number to vendor after goods are delivered or services rendered, vendors submit invoices to the remit to address on the purchase order. 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.

A.37 FUNDING

This quote is subject to the appropriation of funds in an amount sufficient to allow continuation of the County's performance in accordance with the terms and conditions of this quote. 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 quote, 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 quote.

A.38 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) hours phone number in the event of such an emergency.

A.39 PRECEDENCE

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

END OF SECTION A

SECTION B TERMS AND CONDITIONS

B.01 PURPOSE

It is the intent of the County of Manatee to acquire Utilities Generator Preventative Maintenance Services. It is the specific purpose of this RFQ to establish an annual Blanket Purchase Order for the required materials and services and to secure the cost and availability of the service for procurement.

B.02 ASSIGNMENT OF CONTRACT

Vendor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of his right, title, or interest therein, or his power to execute such Agreement, or to assign any monies due or to become due there under to any other person, firm or corporation unless first obtaining the written consent of the County. The giving of such consent to a particular subcontractor assignment shall not dispense with the necessity of such consent to any further or other assignment.

B.03 FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, lack of or failure of transportation facilities, any law, proclamation, regulation ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this item B.03, is beyond the control and without the fault or negligence of the party seeking relief.

B.04 BLANKET ORDER

Blanket Purchase Order(s) shall be issued as a result of this quote. A Blanket Purchase Order number, only when accompanied by a valid Release Order number provided by an authorized County department, will authorize purchases under this contract. Each invoice must indicate the Blanket Purchase Order number followed by a valid Release Order number. The Contractor is not authorized to proceed with, and will not be compensated for, any work that is not authorized by a valid Release Order Number issued by the County's Representative.

B.05 QUANTITIES (valid only for "as needed" services)

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

B.06 PRICES & TERM

Quoters shall quote unit prices, F.O.B. destination, including all discounts in accordance with unit of quantity indicated on Quote Form. The prices quoted shall be firm for the contract period and shall include payment in full for all transportation, labor, and equipment used in providing the services as specified herein.

B.07 CONTRACT TERM

This contract shall be for a period of three (3) years, commencing from the date of issuance of the Blanket Purchase Order, unless renewed or terminated as provided in this RFQ document.

B.08 PAYMENT (Net 45)

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

B.09 CANCELLATION

Any failure of the contractor to furnish or perform the Work (including commencement of the Work, supplying sufficient skilled workers or suitable materials or equipment) in accordance with the contract, the County may order the stop of the Work, or any portion thereof, until the cause for such order has been eliminated. If the vendor persistently fails to perform the Work in accordance with the contract, the County reserves the right to terminate the contract and select the next qualified bidder or re-advertise this procurement in part or in whole.

It is mutually agreed that any award made as a result of this quote may be canceled by the Vendor upon 90 days written notice by Certified Mail to the County. However, the County is hereby authorized to procure, in accordance with the prices quoted, continual services during this 90 day interim.

The County reserves the right to terminate a contract (or item award) by giving 30 days written notice of intention to terminate if at any time the Vendor fails to abide by or fulfill any of the terms and conditions of the contract

B.10 QUALITY GUARANTEE

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

B.11 INDEMNIFICATION

The successful vendor covenants and agrees to <u>indemnify and save harmless</u> the County, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the County, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof.

Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.

B.12 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.

END OF SECTION B

SECTION C SCOPE OF WORK

C.01 SCOPE OF WORK

Contractor shall furnish all labor, materials, equipment and supervision needed to provide the manufacturer's minimum prescribed maintenance services that allow Manatee County Utilities to operate our generators and associated equipment reliably, safely and effectively at various Manatee County locations. This work also includes a limited provision for repairs and replacement of associated power generation components.

C.02 CONTRACTOR REQUIREMENTS

A. Provide required "One-time" service on all units

The Contractor will be responsible to provide labor and material to top off any fluids (as needed), change all belts, coolant hoses and clamps, air filters (must be dated and list engine hours), block heater hoses and clamps, replace coolant thermostat and coolant one time during the <u>FIRST</u> year term of this contract on each generator on this RFQ.

Note: Any additional belts, hoses, air filters and coolant beyond the one time required, will be invoiced on a time and material basis.

- **B.** Provide Scheduled Inspections All Generators on this list shall be serviced twice per year. Generally the Contractor shall provide an annual (major) inspection around November / December and a semi-annual (minor) Inspection around April / May, but specific service schedule(s) shall be determined per the County's authorized representative.
 - 1. Provide Annual Service: that include at a minimum: (Nov / Dec)
 - Engine inspection and test run,
 - Oil change with corresponding filter change,
 - Oil testing with report copy sent to the County representative,
 - Fuel filter(s) change,
 - Fuel system inspection and operation,
 - Cooling system inspection, testing specific gravity and proper operation of coolant system,
 - Air intake system,
 - Exhaust inspection and operation,
 - Block heater inspection,
 - Starting system inspection and operation,
 - Generator system, inspection and operation,
 - Transfer switch operation.
 - 2. Provide Semi-Annual Service that include at a minimum (April / May)

Everything in the annual service minus:

- Oil change with corresponding filter change.
- Fuel filter
- Transfer switch operation

C. Provide a 4-hour load bank test, on an "as required" basis per the County's authorized representative. At the discretion of the County, at least one load bank test of each unit may be required every two years during the five year span of the contract. The Contractor shall provide adequate equipment and materials to provide this testing. No standby generators will be required for any load bank test. All generator locations provide easy access to the generator for this test.

C.03 DESCRIPTION OF THE WORK

- A. <u>Inspections:</u> Furnish all labor, material and tools to professionally perform the major and minor inspections as part of the cost for the quoted inspection price.
 - 1. Annual Inspections (Major) (see scope)
 - 2. Semi-annual Inspections (Minor) (see scope)

B. Repairs required

Repairs will be authorized by the Utilities' representative on an "as needed" basis and will be invoiced on a time and material basis per prices on tabulation sheet.

C. Load Bank

Shall be on an "as required" basis. The prices quoted shall include all time, travel and material to perform a four hour load bank test of the particular equipment and return it to normal operation.

C.04 PERFORMANCE AND GENERAL WORK INFORMATION

work schedule pre-approved by the County.

- A. Response time (emergency and routine situations)
 Generally most work shall be performed during normal weekday hours, 7:00 A.M. to 3:30 P.M. Monday through Friday, excluding holidays. In accordance with a
- **B.** However, the County requires the Contractor to provide the following response times:

Contractor must be able to respond via phone with-in two hours of initial contact from the County.

If the County calls with an emergency service request the Contractor shall send a qualified technician to the site within four (4) hours of the request. Or as agreed to by the County and the Contractor. A Call Out charge will be allowed for this requirement as submitted on the Quote Response Form.

In the unlikely event that scheduled maintenance or repairs cannot be performed during normal business hours there <u>could be</u> weekend or evening work scheduled to accommodate these rare circumstances. This work shall be charged at the Overtime Labor Rate as submitted on the Quote Response Form.

C. General Contractor Rules:

The Contractor's employees shall confine their operations to those areas indicated by the County's authorized representative and shall conform to all site rules and regulations affecting the work and work area. These rules and regulations include, but are not limited to:

- 1. Not passing into areas beyond the designated limits of the work.
- 2. Keeping all areas free of waste materials.
- 3. Keeping generator and rooms clean from all fluids associated with the generator.
- 4. Conducting themselves in a professional manor.
- 5. Removing <u>all</u> rubbish from the work site at end of the work period. Areas are to be cleaned to as found conditions, before leaving the premises.
- 6. Observe all electric and OSHA safety codes while on County property.
- 7. Follow all rules associated with site security, to include sign-in and sign-out, without exception!

Any work related deficiencies found shall be reported in writing (on service report) immediately to the county authorized representative, along with recommendations for rectifying such deficiencies.

Once the repair measures have been approved and authorized by the County, the Contractor shall commence work as soon as possible after receiving authorization from the contact person. All Repairs shall be tested for proper operation with a County representative present.

C.05 SERVICE REPORTS, (INVOICES & PAYMENTS)

A. Service Reports: It is the Contractors' responsibility to:

Provide written service reports detailing all repairs or service done at the work site.

Include on the Service Reports:

- 1. Arrival and departure times of every person on the job,
- 2. The date performed,
- 3. The location of work.
- 4. The type of work performed.

Reports shall show listing of all parts and materials approved and used.

The Contractor shall obtain a signature from the County site contact person at the end of each service performed.

The Contractor is required to leave a hard copy of the service report with the County authorized representative prior to leaving the site, in addition, the Contractor shall email a legible final service report to the site contact.

B. Invoices and payments:

- 1. It is required that all invoices match the service reports.
- 2. An invoice should only be for one site, do not include multiple sites.

- 3. It is required that all costs billed match the quoted prices on the tabulation sheet of this RFQ.
- 4. If parts or equipment are required for repairs, the County will pay the Contractor's cost without any markup. Receipts are required to verify the Contractor's cost.
- 5. Including all hours actually on site. (Do not include travel time.)
- 6. All invoices must be itemized.
- 7. Do not charge for "miscellaneous supplies", parts must be itemized per item 4.
- 8. All repair service will be at the hourly rate for time actually at the site and must match the service report recorded times.

Generator units may be added or deleted to this RFQ as necessary by the County during the five year term of this agreement. All future additions must be priced uniformly to other similarly sized unit already quoted.

All prices quoted are to include: all labor, material and travel time needed to properly perform the particular Preventive Maintenance (PM), load bank test or the one-time service.

END OF SECTION C

SECTION D QUOTE SUMMARY

D.01 MINIMUM QUALIFICATIONS OF QUOTERS

The Contractor shall have been in business for at least three (3) years in the state of Florida. The Contractor shall have factory certification for at least two (2) of the following manufacturers: Kohler, Generac, Baldor, Caterpillar, New Spectrum, Detroit Diesel, Cummins and Katolight generator brands. These certifications shall be submitted with the Contractor's Quote.

The Contractor shall have on staff:

- Personnel that are fully trained and experienced in the requirements of this work.
- The ability to provide qualified technicians on an "on call" status 24/7/365, to respond timely to requests for emergency repairs.
- All certifications shall be current.

D.02 BASIS OF AWARD

Award shall be made to the lowest responsive and responsible quoter having the lowest total offer listed on the Quote Form. In evaluating quotes, the County shall consider the qualifications of the quoters; and if required, may also consider the qualifications of the subcontractors, suppliers, and other persons and organizations proposed.

In evaluating quotes, the County shall consider the qualifications of the quoters; and if required, may also consider the qualifications of the subcontractors, suppliers, and other persons and organizations proposed. The County may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work.

Whenever two or more quotes are equal with respect to price, the quote received from a local business shall be given preference in award.

Whenever two or more quotes are equal with respect to price, and all other evaluative factors are otherwise equal, including local preference policies, if the company provides documented environmentally preferable "green" products, materials, or supplies, they shall be given preference in award.

Whenever two or more quotes which are equal with respect to price are received, and neither of these quotes are from a local business, and neither of these quotes provides documented "green" products, the award shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the Procurement Division and open to the public.

END OF SECTION D

SECTION E

INSURANCE AND BONDING REQUIREMENTS

The successful quoter will not commence Work under the resulting Agreement until all insurance under this section, and such insurance coverage as might be required by Owner, has been obtained. The successful quoter shall obtain, and submit to the Purchasing Division within ten (10) calendar days from the date of notice of intent to award, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

Insurance / Bond Type	Required Limits		
1. Automobile Liability:	Bodily Injury and Property Damage, Owned/Non-Owned/Hired; Automobile included \$ 1,000,000 each occurrence This policy shall contain severability of interests' provisions.		
Commercial General Liability: (Occurrence Form - patterned after the current ISO form)	Bodily Injury and Property Damage \$ 1,000,000 single limit per occurrence; \$ 2,000,000 aggregate This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability. This policy shall contain severability of interests' provisions.		
3. Employer's Liability:	\$ 100,000 single limit per occurrence		
4. Morker's Compensation:	Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits & Requirements		
5. Other Insurance, as noted:	 a. Aircraft Liability \$ per occurrence 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. b. Installation Floater \$ If the resulting Agreement does not include construction of or additions to above ground building or structures, but does involve the installation of machinery or equipment, successful quoter shall provide an "Installation Floater" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s). c. Maritime Coverage (Jones Act) \$ per occurrence Coverage shall be maintained where applicable to the completion of the Work. 		

Insurance / Bond Type	Required Limits		
	d. Pollution \$ per occurrence		
	e. Professional Liability		
	\$ per claim and in the aggregate		
	\$1,000,000 per claim and in the aggregate		
	 \$2,000,000 per claim and in the aggregate 		
	f. Project Professional Liability \$ per occurrence		
	g. Property Insurance \$		
	If the resulting Agreement includes construction of or additions to above ground buildings or structures, quoter shall provide "Builder's Risk" insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).		
	To the extent that property damage is covered by commercial insurance, Owner and successful quoter agree to waive all subrogation rights against each other, except such rights as they may have to the proceeds of such insurance. Successful quoter shall require a similar waiver of subrogation from each of its quoter personnel and subconsultants, to include Special Consultants; successful quoter shall provide satisfactory written confirmation to Owner of these additional waivers.		
	h. U.S. Longshoreman's and Harborworker's Act		
	Coverage shall be maintained where applicable to the completion of the Work.		
	i.		
	j.		
6. Bid Bond:	Bid bond shall be 5% of the total offer of the bid. Bid bond shall be submitted with the bid and shall include project name, location, and / or address and project number.		
	In lieu of the bond, the contractor may file an alternative form of security in the amount of 5% of the total offer, in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit.		
7. Payment and Performance Bond:	Payment and Performance Bond shall be submitted by quoter for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award.		

INSURANCE REQUIREMENTS

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in this Exhibit, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If successful quoter has any self-insured retentions or deductibles under any of the listed minimum required coverage, successful quoter 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 successful quoter's sole responsibility.

Nothing herein shall in any manner create any liability of Owner in connection with any claim against the successful quoter for labor, services, or materials, or of Subcontractors; and nothing herein shall limit the liability of the successful quoter or successful quoter's sureties to Owner or to any workers, suppliers, material men or employees in relation to the resulting Agreement.

Builder's Risk Coverage. The successful quoter shall procure and maintain during the entire course of the Work a builder's risk policy, completed value form, insured to provide coverage on an all risk basis, including coverage for off-site stored materials and including coverage for theft. This coverage shall not be lapsed or cancelled because of partial Acceptance by the Owner prior to final Acceptance of the Project. Successful quoter shall recommend to Owner any additions to the Project Costs resulting from any casualty described in Article XII General Conditions of the Construction Agreement, including those costs, expenses and other charges (including normal and ordinary compensation to the successful quoter) necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications. The nature, level and type of builder's risk coverage (including completed value or replacement cost coverage) shall be determined by Owner through insurers selected by successful quoter and approved by Owner.

Excess Policy or Umbrella. An excess policy or umbrella may be used to cover limits over and above Commercial General Liability.

Subcontractor's Public Liability and Property Damage Insurance. The successful quoter shall require each Subcontractor to procure and maintain during the term of the subcontract, insurance of the type specified above, or insure the activities of Subcontractors in its policy, as approved by Owner prior to performance of any services. The levels of coverage as set forth in the table above may be adjusted to require a reduced level of coverage consistent with the scope of Work to be provided by that particular Subcontractor. Any reduction in the levels of insurance coverage required by the successful quoter's standard form of subcontract shall be approved by the Owner.

Waiver of Subrogation. Owner and successful quoter waive against each other and the Owner's separate Vendors, Contractors, Design Consultants, 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 successful quoter and Owner shall, where appropriate, require similar waivers of subrogation from the Owner's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

Worker's Compensation Insurance. The successful quoter shall procure and maintain during the term of the Contract Documents, workers' compensation insurance for all its employees connected with the Work and shall require all Subcontractors similarly to provide workers' compensation insurance for all their employees unless such employees are covered by the protection afforded by successful quoter. Such insurance shall comply with the Florida Workers' Compensation Law. The successful quoter shall provide adequate insurance, satisfactory to Owner, for the protection of employees not otherwise protected.

By way of its submission of a bid hereto, quoter:

- a. Represents that quoter maintains, and will maintain during the term of any Agreement arising from this solicitation, all insurance coverage required herein from responsible companies duly authorized to do business under the laws of the State of Florida that hold a rating of "A-" or better by Best's Key Guide, latest edition, and are deemed acceptable to Owner as set forth in this solicitation.
- b. Agrees that insurance, as specified herein, shall remain in force and effect without interruption from the date of commencement of the Work throughout the duration of the Project, and shall remain in effect for at least two (2) years after the termination of the Contract Documents.
- c. Agrees that if the initial or any subsequently issued certificate of insurance expires prior to completion of the Work, successful quoter shall furnish to Owner renewal or replacement certificate(s) of insurance no later than ten (10) calendar days after the expiration date on the certificate. Failure of successful quoter to provide Owner with such renewal certificate(s) shall be considered justification for Owner to terminate any and all Agreements.
- d. Agrees that quoter and/or its insurance carrier shall provide thirty (30) days written notice to Owner of policy cancellation or non-renewal on the part of the insurance carrier or the successful quoter. Successful quoter shall also notify Owner, 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 successful quoter from its insurer and nothing contained herein shall relieve successful quoter of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by successful quoter hereunder, successful quoter shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- e. Agrees that failure of successful quoter to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the resulting Agreement, which may result in immediate termination.
- f. Agrees that, should at any time the successful quoter not maintain the insurance coverage(s) required herein, Owner may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge successful quoter for such coverage(s) purchased. If successful quoter fails to reimburse Owner for such costs within thirty (30) days after demand, Owner has the right to offset these costs from any amount due successful quoter under this Agreement or any other agreement between Owner and successful quoter. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance companies used. The decision of Owner 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.
- g. Agrees to provide, upon request, the entire and complete insurance policies required herein.
- h. The payment of deductibles for insurance required of the successful quoter by the Contract Documents shall be the sole responsibility of the successful quoter.

RFQ Master 12-7-2016

Certificate of Insurance Requirements:

- a. Certificates of insurance in duplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division <u>before operations are begun</u>. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also <u>shall refer specifically to the bid number and title of the Project, and must read: For any and all work performed on behalf of Manatee County.</u>
- b. **Additional Insured:** The Automobile Liability and Commercial General Liability policies provided by the successful quoter to meet the requirements of this IFB shall name Manatee County, Board of County Commissioners, as an additional insured as to the operations of the successful quoter under this IFB and shall contain severability of interests provisions.
- c. In order for the certificate of insurance to be accepted it **must** comply with the following:
 - 1. The "Certificate Holder" shall be:

Manatee County
Board of County Commissioners
Bradenton, FL
RFQ# 17-0445GE, Utilities Generator Preventative Maintenance Services
For any and all work performed on behalf of Manatee County.

Certificate shall be mailed to:

Manatee County Purchasing Division 1112 Manatee Avenue West, Suite 803 Bradenton, FL 34205

Attn: George Earnest CPPB, Buyer

BONDING REQUIREMENTS

Bid Bond/Certified Check. By submitting a bid to this IFB, the quoter agrees should the quoter's bid be accepted, to execute the form of Agreement and present the same to Manatee County for approval within ten (10) calendar days after notice of intent to award. The quoter further agrees that failure to execute and deliver said form of Agreement within ten (10) calendar days will result in damages to Manatee County and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed bid in the amount of five (5%) percent of the total amount of the bid. The quoter further agrees that in case the quoter fails to enter into an Agreement, as prescribed by Manatee County, the bid bond/certified check accompanying the bid shall be forfeited to Manatee County as agreed liquidated damages. If Owner enters into an Agreement with a quoter, or if Owner rejects any and/or all bids, accompanying bond will be promptly returned.

Payment and Performance Bonds. Prior to commencing Work, the successful quoter shall obtain, for the benefit of and directed to Owner, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the successful quoter of its obligation under the Contract Documents, including but not limited to the construction of the Project on the Project Site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the successful quoter to provide the Payment and Performance Bond shall be approved by Owner prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in successful quoter being deemed nonresponsive. Bonds must be in the form prescribed in Section 255.05, Florida Statutes, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Section 255.05, Florida Statutes.

Surety of such bonds shall be in an amount equal to 100% of the Contract Price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to Owner. Surety shall be rated as "A-" or better by Best's Key Guide, latest edition. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to Manatee County, a political subdivision of the State of Florida, within ten (10) calendar days after notice of intent to award.

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing Work, the successful quoter shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Purchasing Division upon filing. Pursuant to Section 255.05(1)(b), Florida Statutes, Owner will make no payment to the successful quoter until the successful quoter has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with Owner. Said Payment and Performance Bonds will remain in force for the duration of the Agreement with the premiums paid by the successful quoter. Failure of the successful quoter to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. Owner may then contract with the next lowest, responsive and responsible quoter or re-advertise this IFB. If another quoter is accepted, and notice given within ninety (90) days after the opening of the bids, this Acceptance shall bind the quoter as though they were originally the successful quoter.

Failure of Owner at any time to require performance by the successful quoter of any provisions set out in the resulting Agreement will in no way affect the right of Owner, thereafter, to enforce those provisions.

QUOTER'S INSURANCE STATEMENT

THE UNDERSIGNED hereto have read and understand the aforementioned insurance requirements of this IFB and note that the evidence of insurability shall be required within ten (10) days from the date of notice of intent to award.

Quoter Name:	Date:
Quoter's Signature:	
Print Name:	
Insurance Agency:	
Agent Name:	Agent Phone:

Please return this completed and signed statement with your bid.

END OF SECTION E

QUOTATION FORM

DATE DUE: 3:00 on March 10, 2017

To: Manatee County Procurement

1112 Manatee Avenue West, Suite 803

Bradenton, Florida 34205

Attention: George Earnest CPPB, Buyer Or via email: george.earnest@mymanatee.org

Or via Fax @ (941) 749-3034

RE: RFQ #17-0445GE Utilities Generator Preventative Maintenance Services

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 the Request for Quotes.

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

COMPANY NAME:	<u> </u>	
AUTHORIZED SIGNATURE: _		
	DATE:	
(Print Name & Title of Signer)		
COMPANY ADDRESS:		
TEL. NO.:	FAX NO.:	
EMAIL ADDRESS:		
Acknowledge Addendum No.	Dated:	

QUOTE FORM RFQ 17-0445GE, UTILITIES GENERATOR PREVENTATIVE MAINTENANCE SERVICES

A	Location	KW	Annual PM Cost	Semi-annual PM Cost	1 st Yr. One-time Svc. Cost
		LI	FT STATION GENER		
1	Glenn Lakes 1	80	\$	\$	\$
2	31-A	80	\$	\$	\$
3	29-A	80	\$	\$	\$
4	27-A MASTER	230	\$	\$	\$
5	12-A MASTER	250	\$	\$	\$
6	THE LOOP		\$	\$	\$
7	WINN-DIXIE PLAZA		\$	\$	\$
8	1-M MASTER	400	\$	\$	\$
9	16-D	20	\$	\$	\$
10	9-D	180	\$	\$	\$
11	1-D MASTER	350	\$	\$	\$
12	36-A	180	\$	\$	\$
13	30-AA	200	\$	\$	\$
14	KINNAN SCHOOL	35	\$	\$	\$
15	37-A	60	\$	\$	\$
16	32-A	60	\$	\$	\$
17	SAMOSET 1	125	\$	\$	\$
18	MANATEE PALMS 1	150	\$	\$	\$
19	TARA 20 MASTER	300	\$	\$	\$
20	BRADEN RIVER (#17)	80	\$	\$	\$
21	LINGER LODGE (#14)	60	\$	\$	\$
22	BRADEN WOODS (#18)	125	\$	\$	\$
23	ROSEDALE 1	100	\$	\$	\$
24	MISSIONARY VILLAGE	125	\$	\$	\$
25	UPPER MANATEE RIVER ROAD	200	\$	\$	\$
26	MARINELAND	30	\$	\$	\$
27	RIVERDALE 1	80	\$	\$	\$
28	30-EE		\$	\$	\$
29	32-AA	35	\$	\$	\$
30	S-5	60	\$	\$	\$
31	S-6	20	\$	\$	\$
32	RIVER CLUB 3	30	\$	\$	\$
33	TARA 3	15	\$	\$	\$
34	CREEKWOOD 1	100	\$	\$	\$
35	MILL CREEK 1	60	\$	\$	\$
36	RIVER CLUB 4	100	\$	\$	\$

COMPANY NAME:	

A	Location	KW	Annual PM Cost	Semi-annual PM Cost	1 st Yr. One-time Svc. Cost
37	TARA 5	30	\$	\$	\$
38	RYE ROAD SCHOOL	60	\$	\$	\$
39	LAKEWOOD RANCH 1	25	\$	\$	\$
40	LAKEWOOD RANCH MASTER	400	\$	\$	\$
41	LAKEWOOD TOWN CENTER 1	130	\$	\$	\$
42	SABAL HARBOR 1	60	\$	\$	\$
43	WATERLEFE 1	150	\$	\$	\$
44	13-A MASTER	400	\$	\$	\$
45	23-A	70	\$	\$	\$
46	39-A MASTER	500	\$	\$	\$
47	40-A	60	\$	\$	\$
48	21-A	80	\$	\$	\$
49	14-A	60	\$	\$	\$
50	2-A	155	\$	\$	\$
51	PALM AIRE 3	100	\$	\$	\$
52	THE GARDENS @ PALMAIRE	40	\$	\$	\$
53	41-A	150	\$	\$	\$
54	PALM AIRE 5	80	\$	\$	\$
55	COUNTRY OAKS	80	\$	\$	\$
56	SABAL COVE	125	\$	\$	\$
57	BASHAW ELEMENTARY SCHOOL	100	\$	\$	\$
58	MANATEE OAKS	50	\$	\$	\$
59	GARDEN LAKES	50	\$	\$	\$
60	PERIDIA 1	60	\$	\$	\$
61	MOTE RANCH 1	100	\$	\$	\$
62	COOPER CREEK (#15)	80	\$	\$	\$
63	UNIVERSITY PARK	50	\$	\$	\$
64	3-A	40	\$	\$	\$
65	RIVER CLUB 1	30	\$	\$	\$
66	RIVER CLUB 2	60	\$	\$	\$
67	TARA 1	25	\$	\$	\$
68	TARA 2	25	\$	\$	\$
69	PLANTATION BAY	80	\$	\$	\$
70	COLONY COVE 6	200	\$	\$	\$

COMPANY NAME:	

				Semi-annual PM	1st Yr.
A	Location	KW	Annual PM Cost	Cost	One-time Svc. Cost
71	RIVER WILDERNESS 1	27	\$	\$	\$
72	RIVER WILDERNESS 4	125	\$	\$	\$
73	TIDEVIEW 4 MASTER	340	\$	\$	\$
74	MEMPHIS ROAD	80	\$	\$	\$
75	FOX CHASE	20	\$	\$	\$
76	N8B	100	\$	\$	\$
77	N1C	150	\$	\$	\$
78	REGENCY OAKS 1	80	S	\$	\$
79	N2B	180	\$	\$	\$
80	N1B MASTER	400	\$	\$	\$
81	N7A		\$	\$	\$
82	FAIRWAY IMPERIAL		\$	\$	\$
83	TWIN RIVERS 1		\$	\$	\$
84	LEXINGTON 1	150	\$	\$	\$
85	LAKEWOOD RANCH RIVERWALK	100	\$	\$	\$
86	LAKEWOOD RANCH RE- PUMP	180	\$	s	\$
87	TARA 6	25	\$	\$	\$
88	TARA 7	25	\$	\$	\$
89	TARA 8	25	\$	\$	\$
90	GREYHAWK LANDINGS 1	80	\$	\$	\$
91	GREENBROOK 2	100	\$	\$	\$
92	UNIVERSITY PLACE 1	70	\$	\$	\$
93	RIVER PLACE	60	\$	\$	\$
94	HERITAGE HARBOUR MASTER		\$	\$	\$
95	MILL CREEK 6	80	\$	\$	\$
96	BRADEN RIVER HIGH SCHOOL	200	\$	\$	S
97	University Groves 1		\$	\$	\$
98	LEGACY 10	130	\$	\$	\$
99	428 BOOSTER STATON	300	\$	\$	\$
100	SOUTHEAST MASTER LIFT STATION	380	\$	\$	\$
101	UNIVERSITY GROVE 2	N/A	\$	\$	\$
102	POPE ROAD MASTER	600	\$	\$	\$

COMPANY NAME:	

A	Location	KW	Annual PM Cost	Semi-annual PM Cost	1 st Yr. One-time Svc. Cost
103	ARNOLD PALMER GREEN 1	80	\$	\$	\$
104	#5 MASTER	250	\$	\$	\$
105	Mills Elementary School	N/A	\$	\$	\$
106	HARRISON RANCH 1	N/A	\$	\$	\$
107	COPPERSTONE 1	100	\$	\$	\$
108	CROSS CREEK	125	\$	\$	\$
109	ARTESAN LAKES MASTER	380	\$	\$	\$
		P	ORTABLE GENERA	TORS	
110	South East Master	80	\$	\$	\$
111	South East Master	60	\$	\$	\$
112	South East Easter	125	\$	\$	\$
113	Elwood Park	25	\$	\$	\$
114	South East Master	40	\$	\$	\$
115	Atrison Lakes	80	\$	\$	\$
116	NWWTP	80	\$	\$	\$
117	Tideview MLS	60	\$	\$	\$
118	Atrison Lakes	60	\$	S	\$
119	Atrison Lakes	125	\$	\$	\$
120	NWWTP	25	\$	\$	\$
121	SEWWTP	65	\$	\$	\$
122	POPE RD MASTER	25	S	\$	\$
123	POPE RD MASTER	65	\$	\$	\$
124	POPE RD MASTER	125	\$	\$	\$
125	SEWWTP	125	\$	\$	\$
126	65th St. SWWTP	125	\$	\$	\$
127	Bayshore Yacht Basin	125	\$	\$	\$
128	27 MLS Shelter	80	\$	\$	\$
129	SWWTP	125	\$	\$	\$
130	27 MLS Shelter	25	\$	\$	\$
131	12A MLS	300	\$	\$	\$
132	12A MLS	80	\$	\$	\$
133	39 A	60	\$	\$	\$
134	Elwood Park	25	\$	\$	\$
135	SWWTP	125	\$	\$	\$
136	39 A	60	\$	\$	\$
137	39 A	80	\$	\$	\$
138	1 M	80	\$	\$	\$
139	1-D	25	\$	\$	\$
140	1-D	80	\$	\$	\$

COMPANY NAME:	
COMMENT MARKET	

A	Location	KW	Annual PM Cost	Semi-annual PM Cost	1 st Yr. One-time Svc. Cost
141	1-D	125	\$	\$	\$
142	SWWTP	60	\$	\$	\$
		ATER T	REATMENT PLANT	GENERATORS	
143	S-East WWRF, Cat	2000	\$	\$	\$
144	S-East WWRF, 3331 Lena Rd., Cat	1825	\$	\$	\$
145	S-East WWRF, 3332 Lena Rd., Cat	1825	\$	\$	\$
146	S-West WWRF, Cat	2000	\$	\$	\$
147	S-West WWRF, Cat	1825	\$	\$	\$
148	North WWRF, Cat	2000	\$	\$	\$
149	North WWRF, Cat	1825	\$	\$	\$
150	Parrish MARS, Detroit Diesel	300	\$	\$	\$
151	Rye Road MARS, Detroit Diesel	420	\$	\$	\$
152	63 Rd Ave MARS, Detroit Diesel	650	\$	\$	\$
	LA	NDFILL	GENERATORS (333	3 LENA ROAD)	
153	Landfill, Caterpillar	125	\$	\$	\$
154	Landfill, Kohler	200	\$	\$	\$
155	Landfill, Kohler	80	\$	\$	\$
156	Landfill, Generac	50	\$	\$	\$
	CE	NTRAL	LAB GENERATOR (66 TH ST WEST)	
157	Kohler	350	\$	\$	\$
	COLUMN TOTALS		\$	\$	\$
A	SUBTOTAL (sum of all three columns totals)				\$

COMPANY NAME:			

1.3	LO	LOAD BANK TESTING COST				
В	Manufacturer	KW	Cost per occurrence			
1	Baldor	300	\$			
2	Baldor	200	\$			
3	Baldor	125	\$			
4	Baldor	80	\$			
5	Baldor	65	\$			
6	Baldor	60	\$			
7	Baldor	50	\$			
8	Baldor	40	\$			
9	Baldor	30	\$			
10	Baldor	25	\$			
11	Caterpillar	2,000	\$			
12	Caterpillar	1,825	\$			
13	Caterpillar	400	\$			
14	Caterpillar	350	\$			
15	Caterpillar	340	\$			
16	Caterpillar	250	\$			
17	Caterpillar	125	\$			
18	Cummins	500	\$			
19	Cummins	380	\$			
20	Cummins	200	\$			
21	Cummins	150	\$			
22	Cummins	125	\$			
23	Cummins	80	\$			
24	Detroit Diesel	650	\$			
25	Detroit Diesel	420	\$			
26	Detroit Diesel	300	\$			
27	Generac	400	\$			
28	Generac	250	\$			
29	Generac	150	\$			
30	Generac	130	\$			
31	Generac	100	\$			
32	Generac	80	\$			
33	Generac	70	\$			
34	Generac	60	S			
35	Generac	50	\$			
36	Generac	35	\$			
37	Generac	30	\$			
38	Generac	20	\$			
39	Generac	15	\$			

COMPANY NAME:		

B	LOAD BANK	K TESTING	COST (continued)
ID)	Manufacturer	KW	Cost per occurrence
40	Katolight	200	\$
41	Katolight	125	\$
42	Kohler	600	\$
43	Kohler	400	\$
44	Kohler	230	\$
45	Kohler	200	\$
46	Kohler	180	\$
47	Kohler	155	\$
48	Kohler	150	\$
49	Kohler	130	\$
50	Kohler	125	\$
51	Kohler	100	\$
52	Kohler	80	\$
53	Kohler	60	\$
54	Kohler	50	\$
55	Kohler	40	\$
56	Kohler	30	\$
57	Kohler	27	\$
58	Kohler	25	\$
59	New Spectrum	125	\$
60	New Spectrum	60	\$
B	SUBTOTAL		\$

COMPANY NAME:		

C	Water Trea	atment Plant Lat	or Cost for Repairs	
1	Hourly rate: Normal Time (M-F, 8-5) On site only, no travel time accepted	\$	X 40 Hours =	\$
2	Hourly rate: Overtime On site only, no travel time accepted	\$	X 16 Hours =	\$
3	"Call Out" charge for 4 hour emergency response services. One charge per service event.	\$	X 1 Each =	\$
C	SU	BTOTAL		\$

ħ	Lifts	iation Labor	Cost for Repairs	
1	Hourly rate: Normal Time (M-F, 8-5) On site only, no travel time accepted	\$	X 250 Hours =	s
2	Hourly rate: Overtime On site only, no travel time accepted	\$	X 24 Hours =	\$
3	"Call Out" charge for 4 hour emergency response services. One charge per service event.	\$	X 1 Each =	\$
D	SU	BTOTAL		\$

Section A:	•
Maintenance Costs Subtotal	Ψ
Section B:	•
Load Back Testing Cost Subtotal	3
Section C:	6
Water Treatment Plant Labor Costs Subtotal	3
Section D:	•
Lift Station Labor Costs Subtotal	20
Grand Total For Award Purposes	0
(sum of all four subtotals)	\$

ATTACHMENT "A" - CONTRACTOR'S QUESTIONNAIRE

$\frac{\textbf{THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR}}{\textbf{QUOTE}}$

1.	Your firm has been in business under this name for how many years?
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 factory certifications your company currently holds.
4.	Have you ever failed to complete work awarded to you? If so, where and why?
Comp	any Name:

ATTACHMENT "A" - CONTRACTOR'S REFERENCES

$\frac{\text{THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR}}{\text{QUOTE}}$

5. Three current references from	om commercial projects in Florida for sim	ilar services.
A. CUSTOMER NAME:		
	SERVICE PERIOD:	
CONTACT PERSON:		
ADDRESS:		
TELEPHONE NO:	SERVICE PERIOD:	
SERVICE DETAILS:		
ADDRESS:		
TELEPHONE NO:	SERVICE PERIOD:	
SERVICE DETAILS:		
Company Name:		

Attachment "B" STATEMENT OF NO QUOTE

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

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

We, the undersigned, have declined to quote on <u>RFQ #17-0445 Utilities Generator Preventative Maintenance Services</u>, for the following reason(s):

Insufficient time We do not offe Our schedule v Unable to mee Unable to mee Specifications Unable to mee	r this product or service would not permit us to perform t specifications t Bond requirement unclear (explain below) t insurance requirements m your "Bidders List"
REMARKS:	
	if we do not submit a Quote and this Statement of No Quote is not ned, our name may be deleted from your Bidders List for this e.
Company Na	me:
Company Ado	dress:
Telephone:	
Date:	
Signature:	
	(Print or type name and title of above signer)

END OF ATTACHMENT "B"

Attachment "C"

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE 5, SECTION 2-26-54, <u>MANATEE COUNTY PROCUREMENT CODE</u>

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

This sy	worn 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	f 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:
goods (rstand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of or services (including professional services) or a county lease, franchise, concession or management agreement, or shall 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 Procurement Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
	(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
	(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgement has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the County's Procurement 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 FLOCUNTY OF					
Sworn to and su	abscribed before me this day	of		by	
Personally	known		OR	Produced [Type of identification	identification
	Notary Public Signature		My commission expires	3	
Print, type or st	amp 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.

END OF ATTACHMENT "C"

Exhibit A
RFQ#17-0445GE, Generator List
Lift Stations

STATIONARY GENERATORS

33	32	31	30	29	28	27	26	25	24	23	22	21	20	19	18	17	16	15	14	13	12	ੜ	10	9	œ	7	o	Ċī	4	ω	2				
TARA 3	RIVER CLUB 3	\$-6	S-5	32-AA	30-EE	RIVERDALE 1	MARINELAND	UPPER MANATEE RIVER ROAD	MISSIONARY VILLAGE	ROSEDALE 1	BRADEN WOODS (#18)	LINGER LODGE (#14)	BRADEN RIVER (#17)	TARA 20 MASTER	MANATEE PALMS 1	SAMOSET 1	32-A	37-A	KINNAN SCHOOL	30-AA	36-A	1-D MASTER	9-D	16-D	1-M MASTER	WINN-DIXIE PLAZA	THE LOOP	12-A MASTER	27-A MASTER	29-A	31-A	GLENN LAKES 1		LIFT STATION NAME/NO	Point Of Contact
GENERAC	BALDOR	GENERAC	GENERAC	GENERAC	GENERAC	GENERAC	KOHLER	CUMMINS	CUMMINS	KOHLER	CUMMINS	GENERAC	CUMMINS	BALDOR	CUMMINS	KOHLER	BALDOR	Kohler	GENERAC	KOHLER	KOHLER	CATAPILLAR	KOHLER	GENERAC	GENERAC	GENERAC	GENERAC	GENERAC	KOHLER	GENERAC	KOHLER	GENERAC	MANUFACTURE	GEN	Ralph Braun
12586890100	IDLC-3030-JD	12761480100	13934980100	12770190100	19149340100 D4.5F.	13830270100	30REOZJC	DSHAC60HZ	DSHAE60HZ	100REOZJE	DSHAE60HZ	12584420100	DGDA60HZ	HC1434F1L-0080	DSHAA60HZ	125REOZJD	1DLC60-3JU	30REOZIC	19149300100 D4.5F.	200REOZID	180REOZIE	CL15/LC6	180REOZJD	12586720100	1456290050	19149400100 D4.5F.	19149300100 D4.5F.	97A2524-S	230ROZ271	12584320100	80REO25-NH	12770060100	MODEL	GENERATOR	941-792-8811, x-5381
2108819	P1109060002	2109321	2114397	2109325	9553099	2114108	2267598	C070035622	B070017253	2335903	B070017255	2108958	B070019381	P0912020001	A070016326	2220200	P1311050003	SGM323MPG	-	2219683	2335871	FSE02561/G6B15727	4444554	2108818	2062187		_	2034826	240945	2109049	2273006	2109607	SERIAL NO	GENERATOR	1
15	30	20	68	35		80	30	200	125	100	125	60	80	300	150	125	60	60	35	200	180	350	180	20	400			250	230	80	80	80	KW		
m	m	SE	SE	SC	SE	NE.	Е	NE	NE	ш	m	т		Е	NE	SE	SC		SE	SC	SC	WS	WS	WS	WS	SC	WS	S	SC	SC	SC	SC		REGION	
253	230	185		283	0		425	494	489	310	475	245	494	307	300	556		0	0		250		321	390	218			1701	478	270	331	283	Hours	REGION PM Run	
253 6718 PLEASANT HILL RUBRADENTON	230 10205 CLUB HOUSE DR. BRADENTON	185 2800 27th.ST.E.	2206 26th.AV.E.	283 509 28AV.W.	3831 11TH ST. E.	412 43RD ST. BLVD. E.	6729 65TH AVE, E.	494 1010 UPPER MAN. RIVER BRADENTON	489 1201 117 ST.E.	310 5320 87th.ST.E.	475 6555 99TH ST. E.	245 7030 85ST.CT.E, (LINGER BRADENTON	494 6290 LINGER LODGE ROBRADENTON	307 7211 STONE RIVER ROABRADENTON	300 115 KAY ROAD	556 1801 34AV.E.	3011 14ST.W.	800 39AV.W.	0 PROSPECT & TALLEVAS	4602 34ST.W.		1806 51ST. ST. W	321 6504 5TH. AVE. N.W	390 4629 26AV.W.	218 8720 44TH AVE. W.	0 3534 53RD AVE. W.	0 9400 17AV.N.W.	1701 2007 BAY DR.	478 2484 53RD AVE. W.	270 1801 55AV.W.	331 1710 47TH AVE. DR. W.	283 5005 47ST.W.		Address	
BRADENTON	BRADENTON	SAMOSET	SAMOSET	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	SAMOSET	BRADENTON	BRADENTON	SBRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON		City	

Exhibit A RFQ #17-0445GE, Generator List Lift Stations

	Т	Т	Т	Т	Т	Т	Т	Т	Т	Т	Т	Т	Т	Т	Т	Т	Т	Т	Т	т	Т	Т		Г	Г	г	Г	Г	Т	т	_	$\overline{}$	т	$\overline{}$	\top	Т
71	70	69	88	67	66	65	2	63	Ŕ	3 3	68	59	58	57	56	ध	54	53	52	2	50	49	8	47	46	5	4	23	\$	4.	8	38	38	37	မွ	35
RIVER WILDERNESS 1	COLONY COVE 6	PLANTATION BAY	TARA 2	TARA 1	RIVER CLUB 2	RIVER CLUB 1	3-A	UNIVERSITY PARK	COOPER CREEK (#15)	MOTE RANCH 1	PERIDIA 1	GARDEN LAKES	MANATEE OAKS	BASHAW ELEMENTARY SCHOOL	SABAL COVE	COUNTRY OAKS	PALM AIRE 5	41-A	THE GARDENS @ PALMAIRE	PALM AIRE 3	2-A	14-A	21-A	40-A	39-A MASTER	23-A	13-A MASTER	WATERLEFE 1	SABAL HARBOR 1	LAKEWOOD TOWN CENTER 1	LAKEWOOD RANCH MASTER	LAKEWOOD RANCH 1	RYE ROAD SCHOOL	TARA 5	RIVER CLUB 4	MILL CREEK 1
KOHLER	KATOLIGHT	BALDOR	KOHLER	KOHLER	GENERAC	GENERAC	BALDOR	BALDOR	KOHLER	KOHLER	BALDOR	KOHLER	BALDOR	KOHLER	BALDOR	BALDOR	KOHLER	KOHLER	KOHLER	KOHLER	KOHLER	KOHLER	GENERAC	KOHLER	CUMMINS	GENERAC	GENERAC	GENERAC	GENERAC	KOHLER	KOHLER	KOHLER	BALDOR	BALDOR	KOHLER	KOHLER
20RF07IC	D200FRJ4	IDLC80-3JU	30REZG	25REZG	12586920100	12586950100	וטונכ-40-יום	ILDC50-JU	80REO25D	100REOZJD	1DLC60-3JU	80REO2JF	IDLC50-3JU	100REOZJE	IDLC125-3JU	IDLC80-3JU	80REO25-D	150REOZID	45REZG	100REOZJE	150REOZJE	60REOZIC	12584390100	60REOZIC	500DFED#3241	12587080100	1456290050	12769860100	13935050100	125REOZJF	400ROZD71	25REZG	IDLC60JD	ILDC-30-JD	100REOZJE	60REOZJC
SGM323ECI	1VA535776	P100104001	SGM3237GN	2287592	2108959	2108820	P1108090006	P1108080003	2773005	2266356	JP1311060002	SGM3238MF	P1108090003	2335060	P0912020005	P1002220002	2773111	2268430	2336485	2335077	2335834	2266383	2108622	2264937	K020437339	2108790	2062186	2109688	2114398	2335869	368726	2287593	P0912140003	P1109060003	2335650	2267615
27	200	80	25	25	60	30	40	50	80	100	60	50	50	100	125	80	88	150	40	100	155	8	80	8	500	70	400	150	60	130	400	25	60	30	100	88
2 1	Z	z	Е	ш	Е	т	SE	т	m	m	SE	SE	SE	Z.	SE	m	m	т	ш	Е	SC	æ	SE	SE	:E	SC	SE	N.	SE	ш	m	т	NE	т	П	×
	36	360		348	239	241	245	165	284	359				228	16	310	312	380	147	196.	197	160	279	362		247	305	198		195	1630	322	146	227	226	358
3//1 BBOOKBINGE IN	162 COLONY DR. N.	625 25TH.AVE.DR.E. (Bel ELLENTON	6901 STONE RIVER RD. BRADENTON	348 6501 STONE RIVER RD. BRADENTON	239 6700 PINEHURST PL.	١ۏ	2850 TELLEVAST RD.	165 6926 LANGLEY PL.	284 8300 COOPER CREEK BI	5850 CARRIAGE DR.	5050 PERIDIA BLVD.E.	5407 37ST.E.	4702 34th.CT.E.	228 3603 57TH ST. E	16 5340 33ST.E.	310 3397 COUNTRY OAKS DIBRADENTON	6200 COUNTRY CLUB W BRADENTON	380 5195 WHITFIELD AVE.	147 5790 GARDENS DR.	196 7583 WHITFIELD AV.	197 350 MAGELLAN DR.	160 902 WHITFIELD AVE.	279 5503 12ST.E.	362 3550 63RD. AVE. E.	5621 39TH ST. E	247 1312 53 AVE.W.	305 112 63AV.E.	198 10335 WATERLEFE AVE	4503 SABAL KEY DR.	195 8070 NATURES WAY	1630 11600 CLUBHOUSE DR.	322 6735 TUMBLEWEED TR. BRADENTON	146 206 RYE ROAD E.	227 6514 TURNER GAP RD.	226 6925 RIVER CLUB BLVD. BRADENTON	358 711 MILL RUN E.
DADDICH	ELLENTON	ELLENTON	BRADENTON	BRADENTON	BRADENTON		BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	ONECO	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON			BRADENTON		BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON

Exhibit A RFQ #17-0445GE, Generator List Lift Stations

_	_		_	_	_		_			_	_						-															
104	103	102	101	100	99	98	97	96	95	94	93	92	91	98	89	88	87	86	85	84	83	82	81	80	79	78	77	76	75	74	73	72
#5 MASTER	ARNOLD PALMER GREEN 1	POPE ROAD MASTER	UNIVERSITY GROVE 2	SOUTHEAST MASTER LIFT STATICUMMINS	428 BOOSTER STATON	LEGACY 10	University Groves 1	BRADEN RIVER HIGH SCHOOL	MILL CREEK 6	HERITAGE HARBOUR MASTER	RIVER PLACE	UNIVERSITY PLACE 1	GREENBROOK 2	GREYHAWK LANDINGS 1	TARA 8	TARA 7	TARA 6	LAKEWOOD RANCH RE-PUMP	LAKEWOOD RANCH RIVERWALK	LEXINGTON 1	TWIN RIVERS 1	FAIRWAY IMPERIAL	N7A	N1B MASTER	N2B	REGENCY OAKS 1	N1C	N8B	FOX CHASE	MEMPHIS ROAD	TIDEVIEW 4 MASTER	RIVER WILDERNESS 4
CATAPILLAR	GENERAC	KOHLER	KOHLER	CUMMINS	BALDOR	GENERAC	Kohler	BALDOR	BALDOR	GENERAC	BALDOR	GENERAC	KOHLER	KOHLER	KOHLER	KOHLER	KOHLER	KOHLER	KOHLER	KOHLER	GENERAC	KOHLER	KOHLER	CATAPILLAR	KOHLER	BALDOR	CUMMINS	GENERAC	GENERAC	CUMMINS	CATAPILLAR	KOHLER
3/102	13932680100	600REOZM	60REOZID	DQAF5769138	IDLC300-3DU	13830260100	60REOZJD	IDLC200-3J	IDLC80-3JU	IDLC350.3DV	IDLC-60-JD	12584240100	100REOZID	80REOZJD	30REZG	45REZG	25REZG	180REOZID	100REOZJD	50REOZTD	1383020100	100REOZJF	40REOZJC	SR4	180REOZID	IDLC80-3JU	DSHAA60HZ	12769920100	12770400100	DGDA60HZ	N23250000	125REOZJD
1501 232351 /G5A02278	2114333	209Z887	SGM32B6B3	1060967230	M10L501119	2114166	SGM32B6B3	P1003040001	P0912030002	P1409240002	P1108090001	2108789	2266355	2271963	SGM3237GP	SGM3238L9	SGM3237GM	2222555	2266382	SGM32BB39	2114284	SGM32BB7F	SGM32BB8	6CA01748	2270709	P131104004	B070017254	2109713	2109485	B070019382	92577	2217912
300	86	600		380	300	130		200	80		60	70	100	80	25	25	25	180	100	150				400	180	08	150	100	20	80	340	125
2	т	Z _E	SE	SE	NE	E	SE	SE .	Z M	Æ	E	E	Е	NE	т	ш	m	m	m	NE	Z M	z	z	Z	Z	Z	Z	Z	Z.	z	Z	NE
324 4450 6111 6 125	7699 ARNOLD PALMER (BRADENTON	504 12405 44th.Ave.E.	0 3313 BROADWAY AVE.	RS AV		EVD.	•	288 5265 60th.ST.E.	200 14310 18TH.PL.E.	OINT C		248 8005 PLANTERS KNOLL	٦	201 1004 BRAMBLING WAY	6803 TAILFEATHER WAYBRADENTON	6507 TAILFEATHER WAYBRADENTON	7406 TARA PRESERVE L BRADENTON	8155 LAKEWOOD RANCHBRADENTON	<u>코</u>	0 5628 LEXINGTON DR.	3825 TWIN RIVERS TRAI PARRISH	ONES CT.	0 2889 16th.AV.E.	2442 2887 69 ST.E.	3122 326 47ST.W.	8808 71AV.E.	499 3800 ERIE RD.	267 1002 MARK AV.	266 9218 29TH ST. E.	821 1721 17ST.E.	2167 1355 41ST AVE. E.	358 11721 OLD TAMPA RD.
HOI MES REACH	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	BRADENTON	PARRISH	PARRISH		PALMETTO	PALMETTO	PALMETTO	PALMETTO	ELLENTON	ELLENTON	PALMETTO	PALMETTO	ELLENTON	PARRISH

Exhibit A RFQ #17-0445GE, Generator List Lift Stations

PALMETTO	437 9760 GILLETTE ROAD PALMETTO	437	NE	380	H070098480	DQHAB60HZ	CUMMINS	ARTESAN LAKES MASTER	109
PARRISH	465 12408 LARCHMERE LAN PARRISH	465	NE	125	C66LSDA00549	D125-6	CATAPILLAR	CROSS CREEK	108
PARRISH	458 11306 78TH.ST.E.	458	NE	100	2137023	100REOZIC	KOHLER	COPPERSTONE 1	107
PARRISH	0 5323 98TH.AVE.E.	0	Z		SGM32BCT2	200REOZJF	KOHLER	HARRISON RANCH 1	106
PALMETTO	0 7200 69th.ST.E.	0	Z		SGM32B9MX	30REOZIC	KOHLER	Mills Elementary School	105

Exhibit A RFQ #17-0445GE, Generator List Portable Generators

BRADENTON	5065 65th St W.	60 KW	3		2073073	CENEBAC		
BRADENTON	1806 51st St W	125KW	YES		1M396106986345060	KATOLIGHT	1-D	141
BRADENTON	5065 65th St W.	80 KW	NO		C0803090004	BALDOR	1-D	48
BRADENTON	1806 51st St W		NO	SKID	P0604100005	BALDOR	1-D	139
BRADENTON	5065 65th St W.		NO		C0801190008	BALDOR	M	138
BRADENTON	5511 39th Street E.		NO		2244750	KOHLER	39 A	137
BRADENTON	5511 39th Street E.		NO		388856	KOHLER	A 66	136
BRADENTON	5065 65th St W.	125 KW	YES		LM394353	KATOLIGHT	SWWTP	135
BRADENTON	44th Ave E and Useppa Dr	25 KW	NO	SKID	P0604110006	BALDOR	ELWOOD PARK	134
BRADENTON	5511 39th Street E.		YES		2073095	GENERAC	39 A	133
BRADENTON	5065 65th St W.		NO		C0707210011X	BALDOR	12A MLS	132
BRADENTON	2016 69th Street W		NO				12A MLS	131
BRADENTON	2484 53RD AVE. W.	25 KW	NO	SKID		BALDOR	27 MLS Shelter	130
BRADENTON	5065 65th St W.		No		P0704100001	BALDOR	ALMMS	129
BRADENTON	2484 53RD AVE. W.	80KW	NO		C0704280004	BALDOR	27 MLS Shelter	128
BRADENTON	5065 65th St W.	125	NO		677125	NEW SPECTRUM	Bayshore Yacht Basin	127
BRADENTON	5065 65th St W.	125KW	NO		LM244356	KATOLIGHT	65th St. SWWTP	126
BRADENTON	9158 Landfill Rd	125 KW	YES		P0610020001	BALDOR	SEWWTP	125
BRADENTON	12405 44th.Ave.E.	125 KW	YES		P0704160004	BALDOR	POPE RD MASTER	124
BRADENTON	12405 44th.Ave.E.	65 KW	YES		C0609240004	BALDOR	POPE RD MASTER	123
BRADENTON	12405 44th.Ave.E.	25 KW	NO	SKID	P0604110005	BALDOR	POPE RD MASTER	
BRADENTON	9158 Landfill Rd	65 KW	YES		C0609240009	BALDOR	SEWWTP	- 1
Ellenton	8472 69th St E.	25 KW	NO	SKID	P0604260005	BALDOR	NWWTP	120
PALMETTO	9760 GILLETTE ROAD	125KW	YES		LM393140	KATOLIGHT	Atrison Lakes	119
PALMETTO	9760 GILLETTE ROAD	60KW	YES		2073103	GENERAC	Atrison Lakes	118
ELLENTON	1355 41ST AVE. E.	60 KW	YES	_	2073029	GENERAC	Tideview MLS	117
Ellenton	8472 69th St E.	80 KW	NO		C0803090014	BALDOR	NWWTP	116
PALMETTO	9760 GILLETTE ROAD	80 KW	YES		2244749	KOHLER	Atrison Lakes	
BRADENTON	12405 AVE. E.	40 KW	YES		388855	KOHLER	South East Master	
BRADENTON	44th Ave E and Useppa Dr	25 KW	NO	SKID	P0604110004	BALDOR	ELWOOD PARK	
BRADENTON	14700 THE MASTERS AVE.	125KW	YES		LM392877	KATOLIGHT	South East Master	_
BRADENTON	14700 THE MASTERS AVE.	60 KW	NO		677124	NEW SPECTRUM	South East Master	
BRADENTON	14700 THE MASTERS AVE.	80KW			C0704280009	BALDOR	South East Master	10
	Address	KILOWATT RATING	SHELTER	STATIO	SERIAL NUMBER		LOCATION	

Exhibit A RFQ #17-0445GE, Ge

Water	
Water Treatment Plants	4 C #
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l andfill (RFQ #17-0445GE, Generator List
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15/		156	155	154	153		152	151	150	149	148	147	146	145	144	143		HEM	
KOHLER		GENERAC	KOHLER	KOHLER	CATERPILLAR		DETROIT DIESEL	DETROIT DIESEL	DETROIT DIESEL	CATEPILLAR	CATEPILLAR	CATEPILLAR	CATEPILLAR	CATEPILLAR	CATEPILLAR	CATEPILLAR		MANUFACTURER	П
350		50	80	200	125		650	420	300	1825	2000	1825	2000	1825	1825	2000		*	
350 REOZV		2712030200	80REOZJD	200REOZJD	D125-6		650DESB	400DSE	300DSE	3516	3516	3516	3516	3516	3516	3516	WAT	MODEL / UNIT#	Wate
2077914	CENTRAL LAB GENERATORS	2069595	2203130	2207405	CAT00C66	LENA ROAD LAND	2030367	2030153	2029432	2ED01714	4GN00995	5SJ00355	SBJ00307	5SJ00346	7RN01830	5SJ00350	ER TREATMENT PL	SERIAL	or Treatment Plants,
CENTRAL LAB	ENERATORS	LENA ROAD LANDFILL	LENA ROAD LANDFILL	LENA ROAD LANDFILL	LENA ROAD LANDFILL	3333 LENA ROAD LANDFILL GENERATORS	63RD AVENUE MARS	RYE ROAD MARS	SPENCER PARRISH MARS	NORTH COUNTY WWRF	NORTH COUNTY WWRF	SOUTHWEST WWRF	SOUTHWEST WWRF	SOUTHEAST WWRF	SOUTHEAST WWRF	SOUTHEAST WWRF	WATER TREATMENT PLANT GENERATORS	LOCATION	Water Treatment Plants, Landfill, Central Lab
4751 66TH ST. W, BRADENTON		3333 LENA RD., BRADENTON		3550 63RD AVENUE EAST, BRADENTON	14481 WATERLINE ROAD, BRADENTON	7665 SPENCER PARRISH ROAD, PARRISH	8501 69TH STREET EAST, PALMETTO	8500 69TH STREET EAST, PALMETTO	5101 65TH STREET WEST, BRADENTON	5101 65TH STREET WEST, BRADENTON	3332 LENA ROAD, BRADENTON	3331 LENA ROAD, BRADENTON	3331 LENA ROAD, BRADENTON		ADDRESS				

End of Exhibit A