



**INVITATION FOR BID  
IFB 17-0573BLS**

**MAINTENANCE AND REPAIR OF UNINTERRUPTIBLE POWER SYSTEMS (UPS),  
STATIC TRANSFER SWITCHES (STS), AND  
ASSOCIATED POWER DISTRIBUTION UNITS (PDU) AND BATTERIES**

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

**All clarification requests shall be directed to the contact person listed below.**

**DEADLINE FOR CLARIFICATION REQUESTS:**      **3:00PM on May 9, 2017**  
Reference Bid Article A.09

**BID OPENING TIME AND DATE DUE:**      **3:00PM on May 19, 2017**

**FOR INFORMATION CONTACT:**

Bonnie Sietman, Sr. Buyer  
(941) 749-3046

[bonnie.sietman@mymanatee.org](mailto:bonnie.sietman@mymanatee.org)

Manatee County Financial Management Department  
Procurement Division

AUTHORIZED FOR RELEASE:

A handwritten signature in blue ink, appearing to be "B.S.", is written over a horizontal line. The signature is slanted and stylized.

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**SECTION A**  
**INFORMATION TO BIDDERS**

**A.01 OPENING LOCATION**

Sealed bids will be **publicly opened** at the **Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205** in the presence of County officials at the time and date stated, or soon thereafter. All bidders or their representatives are invited to attend the sealed bid opening.

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

**A.02 SEALED & MARKED**

Bids shall be submitted in **duplicate, one original (marked Original) and one copy/copies (marked Copy)** of your **signed bid** shall be submitted in one **sealed package**, clearly marked on the outside **"Sealed Bid 17-0573BLS Maintenance and Repair of Uninterruptible Power Systems, Static Transfer Switches, and Associated Power Distribution Units and Batteries"** along with your company name.

For your convenience, a mailing label is provided with this Invitation for Bid or you may address the package as follows:

Manatee County Procurement Division  
1112 Manatee Avenue West, Suite 803  
Bradenton, Florida 34205  
Sealed Bid 17-0573BLS Maintenance and Repair of  
Uninterruptible Power Systems, Static Transfer Switches, and  
Associated Power Distribution Units and Batteries

All blank spaces on the bid form must be filled in as noted with amounts extended and totaled and no modifications shall be made in the wording of the forms or in the items thereupon. In the event an edit is made in your submittal, the bidder shall write its initials by the change. Any bid may be rejected which contains any omissions, alterations, irregularities of any kind, or which in any manner fail to conform to the requirements of this IFB.

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

**A.03 BID FORMS**

Bids must be submitted on the provided forms, although additional pages may be attached. **Bidders must fully complete all pages of the Bid Forms. Bid Forms must be executed by an authorized signatory who has the legal authority to make the bid and bind the company. Bidders must fully comply with all requirements of this IFB in its entirety.** Failure to comply shall result in bidder being deemed nonresponsive.

**A.04 MATHEMATICAL ERRORS**

Bid 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 bid.

Bid Forms with imbedded mathematical formulas:

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

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

**A.05 SECURING BID DOCUMENTS**

IFB's and all documents issued pursuant to the IFB are available for download at no charge at [mymanatee.org](http://mymanatee.org) by clicking on "Bids and Proposals" on the left side of the home page. You may view and print these pdf files using Adobe Reader software.

Manatee County may also use DemandStar to distribute bids. Visit the DemandStar website at [www.Demandstar.com](http://www.Demandstar.com) for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Complete copies of the IFB and all related documents are available for public inspection at the Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205, or by calling (941) 749-3014. Appointments are encouraged. Documents are available between the hours of 9:00 AM and 4:00 PM Monday through Friday, with the exception of holidays.

In addition, Manatee County informs the Manatee Chamber of Commerce of all active solicitations who then distributes the information to their members.

**A.06 EXAMINATION OF BID DOCUMENTS AND SITE(S)**

It is the responsibility of each bidder before submitting a bid to (a) examine all IFB 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 IFB documents; and (d) notify the County of all conflicts, errors, or discrepancies in the IFB documents prior to the deadline for clarification requests.

**A.07 NON-EXCLUSIVE**

Unless otherwise stated in this bid specification, any contracts resulting from this bid are nonexclusive. The County reserves the right, in its sole opinion, to purchase items listed in this bid 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 bids for requirements that are a portion of a larger contract bid as a whole. Additionally at the County's sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

**A.08 MODIFICATION OF BID DOCUMENTS**

If a bidder wishes to recommend changes to any portion of the IFB documents, the bidder shall furnish, in writing, data and information necessary to aid County in evaluating the request to modify the IFB documents. County is not obligated to make any changes to the IFB documents. Unless an addendum is issued, the IFB documents shall remain unaltered.

**A.09 CLARIFICATION REQUESTS & ADDENDA**

Each bidder shall examine all IFB documents and shall judge all matters relating to their adequacy and accuracy. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this IFB shall be made through the Manatee County Procurement Division. County shall not be responsible for oral interpretations given by any County employee, representative, or others.

**3:00PM on May 9, 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 IFB.

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

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

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

It shall be the **responsibility of each bidder, prior to submitting a bid**, to contact the Procurement Division (see contact information on the cover page) to **determine if any addenda were issued** and to make such addenda a part of their bid.

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

**A.10 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.11 LOBBYING**

After the issuance of any IFB, prospective bidders or their agents, representatives or persons acting at the request of such bidder shall not contact, communicate with or discuss any matter relating to the IFB with any officer, agent or employee of Manatee County other than the Procurement Official or the contact identified on the first page of this IFB, 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 IFB and ends upon execution of the final agreement or when the IFB has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code of Laws.

#### **A.12 UNBALANCED BIDDING PROHIBITED**

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

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

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

#### **A.13 WITHDRAWAL OF BIDS**

Bidders may withdraw bids as follows:

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

#### **A.14 IRREVOCABLE OFFER**

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

#### **A.15 BID EXPENSES**

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



**A.16 RESERVED RIGHTS**

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

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

To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the IFB. **Bidders must fully comply with the IFB documents in their entirety.**

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

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

**A.17 APPLICABLE LAWS**

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with the Manatee County Procurement Division shall be in accordance with the Manatee County Procurement Ordinance as amended.

**A.18 SCRUTINIZED COMPANIES**

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

**A.19 COLLUSION**

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

- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor;
- b. any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to the scheduled opening, directly or indirectly to any other bidder or to any competitor;
- c. no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- d. the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the 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 bidder for purpose of doing business.

**A.20 CODE OF ETHICS**

With respect to this bid, if any bidder 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 bidder will be disqualified from eligibility to perform services or provide the goods described in this IFB, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids to supply goods or services to Manatee County.

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

**A.21 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 bid to provide any goods or services to a public entity; may not submit a bid with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under 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 bid to any person or entity who/which has, within the past five (5) years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible matter.

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to do business with County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification form is attached herein for this purpose.

**A.22 CONTRACT**

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

**A.23 TERMINATION OF CONTRACT**

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

**A.24 PROCUREMENT COOPERATIVE**

It is the intent of this Invitation for Bid to include requirements and to obtain bids 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 bid 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.25 DISCOUNTS**

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

**A.26 TAXES**

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

The successful bidder 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 bidder's normal tax liability.

**A.27 DESCRIPTIVE INFORMATION**

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

**A.28 DELIVERY**

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

**A.29 AUTHORIZED PRODUCT REPRESENTATION**

The bidder, 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.30 ROYALTIES AND PATENTS**

The successful bidder shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services being furnished. Successful bidder 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.31 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 Bid Opening should contact the person named on the cover page of this IFB document at least twenty-four (24) hours in advance of either activity.

**A.32 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 bidders that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this IFB 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.33 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.34 SUBCONTRACTORS**

The successful bidder 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 bidder.

Bidders subcontracting any portion of the work shall include a list of subcontractors along with their bid. 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 bidder 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 bidder to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the successful bidder 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 bid in response to this IFB, the successful bidder 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 bidder to submit an acceptable substitute without an increase in contract sum or contract time.

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

The successful bidder 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.35 DISCLOSURE**

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

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

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

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

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.

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

**A.36 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 bid 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](http://www.mymanatee.org/vendor). Click on “Affidavit for Local Business” to access and print the form. Complete, notarize, and mail the notarized original to: Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

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

**A.37** **VENDOR REGISTRATION**

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

You may register online at [www.mymanatee.org/vendor](http://www.mymanatee.org/vendor). If you need any assistance, please call (941) 749-3014, Monday – Friday, 8:00 A.M. to 5:00 P.M., excluding holidays, and the 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.38** **ENVIRONMENTAL SUSTAINABILITY**

All bidders 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.

Bidders shall acknowledge whether or not their organization has an environmental sustainability initiative by checking the appropriate box on the bid form. In addition, the bidder shall submit a summary of their environmental sustainability initiative along with their bid. 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.39** **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](mailto:lori.bryan@manateeclerk.com).

**A.40 FUNDING**

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

**A.41 CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER – TERM CONTRACTS**

It is hereby made a part of this Invitation for Bid 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.

**END OF SECTION A**

## **SECTION B**

### **GENERAL TERMS AND CONDITIONS**

#### **B.01 AGREEMENT FORMS**

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

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

#### **B.02 AUTHORIZED PRODUCT REPRESENTATION**

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

#### **B.03 INDEMNIFICATION**

The Successful Bidder covenants and agrees to indemnify and save harmless the County, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the County, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, resulting agreement, agreement or Blanket 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.04 QUALITY GUARANTEE**

If any product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this bid, the Successful Bidder 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 Successful Bidder shall refund to Manatee County any money which has been paid for same. The Successful Bidder will be responsible for attorney fees in the event the supplier defaults and court action is required.

#### **B.05 REGULATIONS**

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

**B.06 ROYALTIES AND PATENTS**

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

**B.07 MANUALS, SCHEMATICS, HANDBOOKS**

All manuals, schematics and handbooks shall be provided which are applicable to the equipment delivered. An operator's manual, parts manual and technician manual shall also be provided. Parts lists (manuals) shall include OEM part numbers for materials / items not manufactured by the Successful Bidder. Successful Bidder shall furnish two (2) copies of each publication

**END OF SECTION B**

## **SECTION C**

### **SPECIFIC TERMS & CONDITIONS**

#### **C.01 PURPOSE**

It is the intent of the County of Manatee to procure annual preventative maintenance (PM), quarterly service inspections and repair of specified uninterruptible power systems (UPS), static transfer switches (STS), associated power distribution units (PDU) and batteries that will allow the County to operate the equipment continuously, reliably, safely and effectively.

#### **C.02 AGREEMENT TERM**

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

#### **C.03 ASSIGNMENT OF AGREEMENT**

Successful Bidder 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.

#### **C.04 COUNTY CONTRACT MANAGER(S)**

Manatee County shall designate a County Contract Manager (CCM) with respect to services to be performed by the Contractor pursuant to this agreement. This is an agreement with Manatee County, by and through its Board of County Commissioners, which can only be amended by the Board of County Commissioners. Within the term of this Agreement, the County's Contract Manager shall have the authority specifically delegated to him as well as the authority to transmit instructions, receive information, interpret and define the policy of the County and make decisions pertinent to services covered by this Agreement. The County's Contract Manager shall have the right, from time to time, to designate such other employees of Manatee County as he desires to serve in his absence and may delegate to such other all or part of the authority delegated to him herein. The County reserves the right to designate a different CCM, provided that the Contractor is given written notice thereof.

The CCM shall give prompt notice to the Contractor whenever the County observes or otherwise becomes aware of any defect in the performance of the service under this Agreement. The CCM shall give careful and reasonable consideration to the findings and recommendations of the Contractor and to respond in a timely manner so as not to unduly delay the Contractor's service.

#### **C.05 BLANKET ORDER**

Blanket Purchase Order shall be issued as a result of this Invitation for Bid. Written Blanket Purchase Order when accompanied by a valid Release Order number provided by an authorized County designee will authorize services on an "as required" basis.

**C.06 CANCELLATION**

It is mutually understood and agreed that any award made as a result of this bid may be canceled by the Successful Bidder upon 180-day written notice by Certified Mail to the County. However, the County is hereby authorized to purchase, in accordance with the prices bid, any quantity of materials and/or services during this 180-day interim provided the County requests delivery during this period.

The County reserves the right to terminate an agreement by giving 30-day written notice of intention to terminate if at any time the Successful Bidder fails to abide by or fulfill any of the terms and conditions of the agreement. The County also reserves the right to terminate this agreement for the convenience of the County, with or without cause.

**C.07 DELIVERY TIME**

Inspections shall be pre-scheduled with each building supervisor. Successful Bidder shall provide maintenance and repairs "as required" between the hours of 7:30 AM and 5PM, Monday through Friday, excluding County holidays for the designated locations listed herein, unless otherwise agreed to by the County.

**C.08 EMERGENCY SERVICES**

When Successful Bidder is contacted for emergency services (voice message center or email box) by the County, the Successful Bidder shall in turn contact the County Contract Manager (or designee) via phone **within two (2) hours** of the initial emergency service call to coordinate the emergency event repair regardless of the time of day or the day of the week.

Successful Bidder shall provide the County with an emergency phone contact which may be reached 24 hours per day, seven (7) days per week.

The Successful Bidder may charge a call out charge, however the hourly rate paid will be authorized for on-site time only. All parts required for repair will be billed as shown on the Successful Bidder's factory invoice plus mark-up or mark-down as referenced on bid form.

Failure to respond within the time specified may result in liquidated damages and/or termination of this agreement.

**C.09 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 C.07, is beyond the control and without the fault or negligence of the party seeking relief.

**C.10 LIQUIDATED DAMAGES**

Should Successful Bidder fail to perform, as specified, the emergency services required in this agreement, the County will have been damaged by that lack of performance. Since it is difficult to define the amount of damage caused, Successful Bidder shall agree to the following liquidated damages:

1. If trained personnel do not report within the time specified to provide the emergency services required by the agreement, the County will incur damages; and liquidated damages of \$100 per every half hour trained personnel do not report will be deducted from payments due the Successful Bidder. Successful Bidder will be notified of the assessment of liquidated damages by telephone or e-mail within twenty-four (24) hours of failure to report for emergency services within time specified.

**C.11 PAYMENT**

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

**C.12 PRICES**

The prices bid shall be used for payment and shall be deemed to include payment in full for all transportation, labor, permits/notices, materials, incidentals and equipment required for the complete delivery and/or service of each unit. The prices bid shall be in accordance with the Bid Form(s) and shall remain firm and irrevocable for the agreement period.

Non-scheduled maintenance (additional services not specified herein) are anticipated but the frequency of need cannot be determined at this time. Successful Bidders are to provide pricing for non-scheduled, i.e., emergency and non-emergency services, under the same conditions as stated above per the unit prices bid.

The County reserves the right to competitively bid non-scheduled services or use the bid pricing from the Successful Bidder on a case by case basis upon evaluation of the circumstances at the time of need.

**C.13 QUANTITIES**

Locations requiring routine service are listed on the Bid Form. During the term of the agreement, the County may add or delete equipment as needed. The Successful Bidder will be given the first opportunity to bid additional equipment. If the price is considered to be equitable with other previously bid maintenance, it will be added to the term agreement. If the County does not agree with the Successful Bidder's price for new equipment, a new bid for that equipment will be issued.

**C.14 SECURITY**

Successful Bidder shall check with and comply with each County facility's security requirements for deliveries and drivers. Minimal requirements are that deliveries will be accepted only from a driver who has a photo copy of their driver's license on file with the County. The Successful Bidder shall provide driver's name, license number, and photo. Background checks may be required in sensitive areas.

**C.15 MATERIAL SAFETY DATA SHEET**

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

**C.16 WARRANTY, MAINTENANCE, SERVICE AND SUPPORT**

If any product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this bid, the Successful Bidder shall pick up the product from the County at no expense to the County. Also, the Successful Bidder shall refund to Manatee County any money which has been paid for same. The Successful Bidder will be responsible for attorney fees in the event the supplier defaults and court action is required.

If the Successful Bidder cannot meet the delivery requirements for any of the materials / items specified herein, the County reserves the right to procure the product or service from the next lowest responsive, responsible Successful Bidder or to solicit new pricing.

**END OF SECTION C**

## **SECTION D**

### **TECHNICAL SPECIFICATIONS**

#### **D.01 MAINTENANCE AND SERVICE SPECIFICATIONS**

The Successful Bidder shall meet or exceed the manufacturers documented preventative maintenance (PM) service as described by the manufacturer of the UPS system, static transfer switches, and all associated PDU's (see attached list).

1. The Successful Bidder is to perform repairs "as required" and other services as directed by the County and as part of the scope of service. Any and all repairs "as required" shall be performed in order that the equipment meets the original manufacturer's specifications for performance.
2. The Successful Bidder is responsible for battery maintenance and testing as part of the quarterly inspections and annual scheduled maintenance. Replacement of batteries is defined below.
3. The Successful Bidder is responsible for power train capacitor maintenance and testing as part of the quarterly inspections and annual scheduled maintenance. Planned replacement of capacitors is defined below.
4. It is the understanding of the County that this agreement is to be considered a **full service** maintenance agreement with no additional billable services authorized unless pre-approved by the County. The only additional billable hours applicable would be for emergency repairs "as required", unscheduled repairs "as required" and a call out charge (if applicable).
5. The Successful Bidder shall perform quarterly scheduled maintenance/inspections and/or scheduled service and repairs "as required" only as directed or pre-approved by the County.

#### **D.02 SCHEDULED SERVICE PROCEDURES**

The Successful Bidder is required to maintain the equipment in accordance with the manufacturers' service maintenance specifications.

In addition, the Successful Bidder is required to visit each site quarterly to service and inspect all equipment and batteries and to submit a written service report which details the status and functionality of all of the specified equipment.

At **no time** is the Successful Bidder authorized to transfer load to a generator set without the location Manager's prior knowledge and approval; nor is the Successful Bidder authorized to power down any equipment without the location Manager's prior knowledge and approval.

Please refer to the attached list for the make and model of the UPS, PDU's, Static Switches, and Batteries operated by different departments of the County. (This list is provided for informational purposes and is not intended to be a list of all of the UPS equipment in operation by Manatee County Government.) The Successful Bidder is required to confirm the make, model, and serial number of all identified equipment.



**D.03 REPAIR PROCEDURES**

When the Successful Bidder is notified that repair services are needed, the Successful Bidder is required to schedule with the contact manager respond to the location within four (4) hours to diagnose the problem, stabilize the system and make any and all repairs "as required". The four (4) hour time schedule may be waived by the Contract Manager during the initial telephone conversation. Once the equipment is repaired the Successful Bidder is required to complete a service report detailing all service and repairs before leaving the site. This report is to detail all hours spent on-site and all parts used to make the repairs to the equipment.

The Successful Bidder may charge a call out charge, however, repair services shall be charged at the authorized hourly rate for on-site services only. All parts required for repair shall be billed as bid. A factory invoice plus mark-up or discount as shown on the bid form shall be provided with Successful Bidders invoices.

**D.04 BIDDER SUBMITTALS**

1. Documentation indicating that the Bidder has staff personnel who can complete the manufacturers' service and maintenance for the specified UPS systems, associated equipment, controls, capacitors and batteries; (i.e., Liebert and PowerWare service manuals.)
2. Shall provide the number of years in business and the name of the person or persons with the authority to resolve agreement disputes. Submit documentation showing the name and contact information for other public entities for which the Bidder has done UPS system maintenance and repairs.
3. Submit documentation showing the Bidder's direct knowledge of the manufacturers' documented maintenance requirements for the listed equipment and documentation showing that all maintenance service done by the Bidder will meet or exceed the manufacturers' requirements.
4. Submit documentation showing the Bidder can supply repair parts for Liebert and PowerWare equipment quickly if needed.
5. Submit qualifications of workforce assignment to perform service under this agreement.

**D.05 UPS & Battery PM (Group A – Bid Form)**

The County has eighteen (18) Property Management and Utilities locations requiring preventative scheduled maintenance on a quarterly basis.

**D.06 BATTERIES / REPLACEMENTS (Group B – Bid Form)**

- ◆ Property Management (locations 1 through 15, referenced Attachment E)

All battery strings are to be replaced once in the first year of this three-year agreement. Scheduled replacement of all battery strings shall be between October 1, 2017 and March 31, 2018.

◆ Utilities (locations 16-18, referenced Attachment E)

All batteries or battery strings are to be replaced on an “as needed” basis at the direction of the Contract Manager by location. Successful Bidder shall notify the County of individual failed battery test and of normal life cycle replacement dates for consideration of battery and / or battery string replacements.

The costs associated with this battery replacement and disposal of existing batteries are to be included in the replacement cost.

All replaced batteries are to meet or exceed the load rating and capacity of the existing batteries and must be fully warranted for twelve (12) months from the date of installation. All batteries must be labeled with the date of installation – top of each battery.

Quarterly Maintenance Reports are to provide data that details the operating capacity and “battery health” of all batteries within every string. Batteries identified as not operating to full capacity shall be replaced at the single battery rate and pricing detailed on the bid form.

**D.07 CAPACITORS (Group C – Bid Form)**

The Power Train Capacitor Bank, on an as required basis only, shall include the following:

1. Input AC filter bank
2. DC Buss bank
3. Output AC filter bank

**D.08 LABOR AND REPAIRS (Group D & E – Bid Form)**

Labor rates and material costs are for repairs / replacements on an “as required” basis only.

**D.09 ADDITIONAL LOCATIONS**

The County may add additional locations and/or sites as needed or as new equipment comes on-line. The Successful Bidder agrees to add these sites at a cost that is proportional to existing sites and equipment type.

**D.10 USE OF PREMISES**

The Successful Bidder shall conform to all site rules and regulations. These include but are not limited to keeping the public areas free of waste materials, removing all rubbish from site(s) daily before leaving the premises, and strictly adhering to all local and/or State safety codes.

Manatee County Sheriff security controlled locations may require background checks prior to performing any services. The locations are, but not limited to: Desoto Center, Judicial Center, Detention Center (Jail). Application, Attachment F, is attached.

**D.11 SERVICE REPORTS**

Service reports shall detail the operating condition and all repairs or maintenance done on the equipment at the completion of every site visit. All service reports are to be location and equipment specific, show all service performed, show all materials or parts used on each system and the time on-site by the Successful Bidder, including Successful Bidder's arrival and departure time. The Successful Bidder is responsible to include on each service report any conditions found which may adversely affect the operation of the equipment. The service report shall be signed by the County's site manager for the location that the service is being performed.

**D.12 SERVICE SCHEDULE**

All scheduled maintenance services shall be scheduled with the Contract Manager identified on Attachment E, UPS Equipment list attached to this Bid document. The majority of repairs shall be scheduled during normal working hours. The County may require repairs or emergency repairs after hours or weekend hours. In general, scheduled maintenance / repairs that may take the system off-line and result in an unsecured electrical supply will be performed after regular working hours.

**D.13 WARRANTY**

All parts, labor, and batteries replaced as part of this agreement will be considered under full replacement warranty for a minimum period of one (1) year from installation.

The Successful Bidder shall provide a full manufacturer's warranty on all batteries replaced as part of this agreement, and shall provide the requesting Department with the written manufacturer's warranty at the time of replacement.

All costs associated with a warranty repair will be at no cost to Manatee County.

**END OF SECTION D**

## **SECTION E**

### **QUALIFICATION & BASIS OF AWARD**

#### **E.01 QUALIFICATIONS OF THE BIDDER**

The Bidder shall be a licensed and trained UPS service company with a minimum of five (5) years of experience servicing, repairing and maintaining uninterruptible power systems that service data centers.

The Successful Bidder work force assigned to perform service under this Agreement shall have a minimum of three (3) years of experience servicing, repairing and maintaining uninterruptible power systems of similar size or larger as contained in this agreement.

The Successful Bidder shall also be licensed to handle all materials associated with this type of service. All service performed on site shall be done by the Successful Bidders employees. No subcontractors or independent contractors hired by the Successful Bidder shall on on-site without prior approval from the County.

#### **E.01 BASIS OF AWARD**

County may not make award to a bidder who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By submitting this solicitation response, bidder attests that it is not delinquent in payment of any such debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event the bidder's statement is discovered to be false, bidder will be subject to suspension and/or debarment and the County may terminate any award it has with bidder.

A single award shall be made to the responsive, responsible Bidder meeting all Bidder qualifications, meeting all specifications and having the lowest total bid price for the services / materials listed on the bid form as set forth in this Invitation for Bid.

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

Whenever two or more bids 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 bids which are equal with respect to price are received, and neither of these bids are from a local business, and neither of these bids 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.

Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its bid that for at least six (6) months prior to the announcement of the solicitation of bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employees at that location.

**END OF SECTION E**

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**SECTION "F"**  
**INSURANCE REQUIREMENTS**

The Successful Bidder will not commence service under the resulting Agreement until all insurance coverages indicated herein have been obtained. The Successful Bidder shall obtain and submit to the Procurement 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. <input checked="" type="checkbox"/> Automobile Liability:	<p>Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles.</p> <p>\$ <u>1,000,000</u> combined single limit, or \$ _____ bodily injury and \$ _____ property damage. Coverage must also include \$10,000 Personal Injury Protection (No Fault), \$ _____ Hired-Non Owned Liability and \$10,000 Medical Payments.</p> <p><i>This policy shall contain severability of interests' provisions.</i></p>
2. <input checked="" type="checkbox"/> Commercial General Liability: (Occurrence Form - patterned after the current ISO form)	<p>Coverage shall be afforded under a per occurrence policy form.</p> <p>\$<u>1,000,000</u> single limit per occurrence;</p> <p>\$<u>1,000,000</u> aggregate</p> <p>\$ _____ Products/Completed Operations Aggregate</p> <p>\$1,000,000 Personal and Advertising Injury Liability</p> <p>\$100,000 Fire Damage Liability</p> <p>\$10,000 Medical Expense, and</p> <p>\$ _____ Third Party Property Damage.</p> <p>\$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000)</p> <p><i>This policy shall contain severability of interests' provisions.</i></p>
3. <input checked="" type="checkbox"/> Employer's Liability:	<p>\$<u>100,000</u> each accident</p> <p>\$ _____ disease each employee</p> <p>\$ _____ disease policy limit</p>
4. <input checked="" type="checkbox"/> Worker's Compensation:	<p>Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits &amp; Requirements.</p> <p>If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen &amp; Harbor Workers Act and Jones Act.</p> <p><u>Note:</u> Should "leased employees" be retained for any part of the project or service, the employee leasing agency shall</p>

Insurance / Bond Type	Required Limits
	<p>provide evidence of workers' compensation coverage and employee liability coverage for all personnel on the worksite and in compliance with the above requirements.</p> <p><u>Note:</u> Workers' compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.</p>
<p>5. <input checked="" type="checkbox"/> Other Insurance, as noted:</p>	<p>a. <input type="checkbox"/> Aircraft Liability</p> <p>\$ _____ per occurrence</p> <p>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.</p> <p>b. <input checked="" type="checkbox"/> Installation Floater</p> <p>If the resulting Agreement <b>does not</b> include construction of or additions to above ground building or structures, but does involve the installation of machinery or equipment, Successful Bidder shall provide an "<b>Installation Floater</b>" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).</p> <p>c. <input type="checkbox"/> Pollution</p> <p>\$ _____ per occurrence</p> <p>d. <input type="checkbox"/> Professional Liability and/or Errors and Omissions (E&amp;O) Liability</p> <p>Professional (E&amp;O) Liability shall be afforded for the Bodily Injury and Property Damage for not less than \$ _____</p> <p>Each Claim, \$1,000,000 Policy Aggregate.</p> <p>e. <input type="checkbox"/> Builder's Risk Insurance</p> <p>When this contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, the following insurance coverage must be afforded:</p> <p>Coverage Form: Completed Value, All Risk (Roadways/Buildings and Machinery/Equipment) in an amount equal to 100% of the value upon completion or the value of the equipment to be installed.</p> <p>Coverage should include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.</p> <p>The policy shall not carry a self-insured retention/deductible</p>

Insurance / Bond Type	Required Limits
	greater than \$10,000.
	<p>f. <input type="checkbox"/> <b>Cyber Liability</b></p> <p>Coverage must comply with Florida Statute 501.171 and must be afforded under a per occurrence policy form for limits not less than \$_____ Security Breach Liability, \$_____ Security Breach Expense (each occurrence), \$_____ Security Breach Expense (aggregate), \$_____ Replacement or Restoration of Electronic Data, \$_____ Extortion Threats, \$_____ Business Income and Extra Expense, and \$_____ Public Relations Expense.</p> <p>The policy must not carry a self-insured retention/deductible greater than \$_____.</p> <p>g. <input type="checkbox"/> <b>Hazardous Materials Insurance</b></p> <p>Hazardous materials includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules of regulations of Florida or any Federal Agency.</p> <p><i>Pollution Liability</i></p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><i>Asbestos Liability (If handling within scope of Contract)</i></p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><i>Disposal</i></p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate and not less than the value of the contract, subject to a \$_____ minimum, for Liability for Non-Sudden Occurrences, each claim and aggregate.</p> <p><i>Hazardous Waste Transportation Insurance</i></p>

Insurance / Bond Type	Required Limits
	<p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, per accident.</p> <p>The Successful Bidder shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability Insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials.</p> <p>The Successful Bidder must also provide the EPA Identification Number.</p> <p>(a) h. <input type="checkbox"/> Liquor Liability</p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than \$_____ Each Occurrence and Aggregate.</p> <p>(b) i. <input type="checkbox"/> Garage Keeper's Liability</p> <p>Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.</p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than equal to the full replacement value of the lot or garage.</p> <p>(c) j. <input type="checkbox"/> Bailee's Customer</p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than equal to the full replacement value of the lot or garage.</p> <p>k. <input type="checkbox"/> Watercraft</p> <p>\$_____ per occurrence</p>
<p>6. <input type="checkbox"/> Bid Bond:</p>	<p>A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer. Bid bond shall be submitted with the sealed bid and shall include project name, location, and / or address and project number.</p> <p>In lieu of the bond, the Bidder 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 issued to Manatee County.</p>
<p>7. <input type="checkbox"/> Payment and Performance Bond:</p>	<p>A construction project over \$100,000 requires a Payment and Performance Bond be submitted by Successful Bidder 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.</p>



Reviewed by Risk: WLK

## **INSURANCE REQUIREMENTS**

### **I. THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:**

#### **Commercial General Liability and Automobile Liability Coverages**

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the Successful Bidder, his agents, representatives, and employees; products and completed operations of the Successful Bidder; or automobiles owned, leased, hired or borrowed by the Successful Bidder. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the Successful Bidder shall provide the endorsement that evidences Manatee County being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The Successful Bidder's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Successful Bidder's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

#### **Workers' Compensation and Employers' Liability Coverages**

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from service performed by the Successful Bidder for the County.

### **II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:**

- a. Prior to the execution of contract or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, Successful Bidder shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.
- b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the County, Successful Bidder will provide the County with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**Manatee County, a Political Subdivision of the State of Florida**  
**Attn: Risk Management Division**  
**1112 Manatee Avenue West, Suite 969**  
**Bradenton, FL 34205**

- c. The project's solicitation number and title shall be listed on each certificate.
  - d. Successful Bidder shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
  - e. Successful Bidder agrees that should at any time Successful Bidder fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this contract.
  - f. The Successful Bidder waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
  - g. The Successful Bidder has sole responsibility for all insurance premiums and policy deductibles.
  - h. It is the Successful Bidder's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Bidder shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Successful Bidder shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
  - i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the Successful Bidder's deductible or self-insured retention and to require that it be reduced or eliminated.
- III.** Successful Bidder understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of Successful Bidder's obligation to provide and maintain the insurance coverage specified.
- IV.** The enclosed Hold Harmless Agreement shall be signed by the Successful Bidder and shall become a part of the contract.

- V. Successful Bidder understands and agrees that the County does not waive its immunity and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.
- VI. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

## **VII. BONDING REQUIREMENTS**

**Payment and Performance Bonds.** Prior to commencing work, the Successful Bidder shall obtain, for the benefit of and directed to County, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the Successful Bidder 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 Bidder to provide the Payment and Performance Bond shall be approved by County 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 Bidder 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.

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 County. 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 issuance of notice of intent to award.**

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing work, the Successful Bidder 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 Procurement Division upon filing. Pursuant to Section 255.05(1)(b), Florida Statutes, County will make no payment to the Successful Bidder until the Successful Bidder has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with County. Said Payment and Performance Bonds will remain in force for the duration of the Agreement with the premiums paid by the Successful Bidder. Failure of the Successful Bidder to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. County may then contract with the next lowest, responsive and responsible Bidder or re-advertise this IFB.

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

**BIDDER'S INSURANCE STATEMENT**

**THE UNDERSIGNED** has read and understands the aforementioned insurance and bond requirements of this RFQ/IFB and shall provide the insurance and bonds required by this section within ten (10) days from the date of notice of intent to award.

Bidder Name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized  
Bidder's  
Signature: \_\_\_\_\_

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

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

Agent Name: \_\_\_\_\_ Agent Phone: \_\_\_\_\_

Surety Agency: \_\_\_\_\_

Surety Name: \_\_\_\_\_ Surety Phone: \_\_\_\_\_

***Please return this completed and signed statement with your Bid.***

The Successful Bidder 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 Bidder shall obtain, and submit to the Procurement 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):

**Manatee County, a Political Subdivision of the State of Florida**

**Indemnity and Hold Harmless**

Respondent shall defend, indemnify and hold harmless the County and all of the County's officers, agents, employees, and volunteers from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Respondent, its officers, employees, representatives and agents in performance or non-performance of its obligations under the Contract/Agreement. Respondent recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the County in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Contract/Agreement. Compliance with any insurance requirements required elsewhere within this Contract/Agreement shall not relieve Respondent of its liability and obligation to defend, hold harmless and indemnify the County as set forth in this article of the Contract/Agreement.

Nothing herein shall be construed to extend the County's liability beyond that provided in section 768.28, Florida Statutes.

<b>PROJECT NUMBER AND/OR NAME</b>	
<b>INSURANCE AGENT</b>	
<b>RESPONDENT SIGNATURE</b>	<b>DATE</b>

Acknowledgement:

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,

20\_\_ by \_\_\_\_\_ [YOUR FULL LEGAL NAME], who is

personally known to me or who has produced \_\_\_\_\_ as

identification.

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

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

**BID FORM**  
**(Submit in Duplicate)**

TO: Manatee County Procurement Division  
1112 Manatee Avenue West  
Bradenton, Florida 34205

RE: **"Sealed Bid IFB 17-0573BLS Maintenance and Repair of Uninterruptible Power Systems, Static Transfer Switches, and Associated Power Distribution Units and Batteries".**

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

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

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

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

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

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

\_\_\_\_\_

TEL. NO.: \_\_\_\_\_ Email: \_\_\_\_\_

FEIN NO.: \_\_\_\_\_

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

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

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

BF-1

## GROUP A

## UPS &amp; BATTERY PM (3-YR AGREEMENT)

IFB 17-0573BLS

PM includes static transfer switches and power distribution units

GRP "A"	Locations	Maintenance 1 <sup>st</sup> Quarter March	Maintenance 2nd Quarter June	Maintenance 3rd Quarter September	Maintenance 4th Quarter December	ANNUAL Maintenance Cost

## PROPERTY MANAGEMENT DEPARTMENT LOCATIONS

1	County Administration Bldg	\$	\$	\$	\$	=	\$
2	Desoto Center (MSO)	\$	\$	\$	\$	=	\$
3	Central Records Building (GTE)	\$	\$	\$	\$	=	\$
4	Detention Facility (MSO Jail)	\$	\$	\$	\$	=	\$
5	Public Safety - EOC	\$	\$	\$	\$	=	\$
6	Judicial Center (UPS Room)	\$	\$	\$	\$	=	\$
7	Judicial Center (Command Center)	\$	\$	\$	\$	=	\$
8	Duette Radio Tower	\$	\$	\$	\$	=	\$
9	Myakka City Radio Tower	\$	\$	\$	\$	=	\$
10	East Bradenton Radio Tower	\$	\$	\$	\$	=	\$
11	CR 675 Radio Tower	\$	\$	\$	\$	=	\$
12	North West Water Tower	\$	\$	\$	\$	=	\$
13	Cortez Water Tank	\$	\$	\$	\$	=	\$
14	Buffalo Creek Water Tower	\$	\$	\$	\$	=	\$
15	CPD - Child Protective Investigation Division	\$	\$	\$	\$	=	\$

## UTILITIES DEPARTMENT LOCATIONS

16	Southeast Water Reclamation Facility	\$	\$	\$	\$	=	\$
17	Central Laboratory	\$	\$	\$	\$	=	\$
18	Water Treatment Plant Facility	\$	\$	\$	\$	=	\$

TOTAL MAINTENANCE COSTS (Group A, items 1-19)

\$

Bidder: \_\_\_\_\_

**GROUP B IIR 17-0573BLS**

**Battery String Replacements (FIRST YEAR)**

**PROPERTY MANAGEMENT (locations 1-15)**

**REPLACE ALL - October 2017 through March 2018**

**REPLACEMENT COSTS FOR EACH PROPERTY MANAGEMENT LOCATION WITHIN THE FIRST YEAR**

GRP "B"	Locations	Quantity/Batteries	Unit Cost	=	One time Battery Replacement Cost (first year)
1	County Administration Bldg	80			
2	Desoto Center (MSO)	60			
3	Central Records Building (GTE)	48			
4	Detention Facility (MSO Jail)	17			
5	Public Safety - EOC	320			
6	Judicial Center (UPS Room)	80			
7	Judicial Center (Command Center)	160			
8	Duette Radio Tower	40			
9	Myakka City Radio Tower	40			
10	East Bradenton Radio Tower	80			
11	CR 675 Radio Tower	30			
12	North West Water Tower	80			
13	Cortez Water Tank	80			
14	Buffalo Creek Water Tower	80			
15	CPD - Child Protective Investigation Division	30			

**UTILITIES (locations 16-18) REPLACE "AS REQUIRED" ONLY**

**NOTE: pricing firm for first year only**

16	Southeast Water Reclamation Facility	48			
17	Central Laboratory	40			
	Water Treatment Plant Facility; Toshiba	120			
18	Water Treatment Plant Facility; Gamatronics	96			
	Water Treatment Plant Facility; Control Power	10			

**TOTAL ONE TIME BATTERY REPLACEMENT COSTS (Group B, items 1-8)**

**= \$**



GROUP C		IFB 17-0573BLS		CAPACITOR REPLACEMENTS	
REPLACEMENT "AS REQUIRED" ONLY DURING 3-YR AGREEMENT					
GRP "C"	Locations	All Capacitors of the Power Train Capacitor Bank of each UPS system may need to be replaced once during the initial contract period. The Power Train Capacitor Bank shall include the Input AC filter bank, DC Buss bank, and Output AC filter bank for each UPS system.	=	One time Power Train Capacitor Bank Replacement Cost	
PROPERTY MANAGEMENT DEPARTMENT LOCATIONS					
1	County Administration Building	1. Input AC filter bank 2. DC Buss bank 3. Output AC filter bank	=	\$	
2	Desoto Center (MSO)	1. Input AC filter bank 2. DC Buss bank 3. Output AC filter bank	=	\$	
3	Central Records Building (GTE)	1. Input AC filter bank 2. DC Buss bank 3. Output AC filter bank	=	\$	
4	Detention Facility (MSO, Jail)	1. Input AC filter bank 2. DC Buss bank 3. Output AC filter bank	=	\$	
5	Judicial Center (UPS Room)	1. Input AC filter bank 2. DC Buss bank 3. Output AC filter bank	=	\$	
6	Public Safety (EOC)	1. Input AC filter bank 2. DC Buss bank 3. Output AC filter bank	=	\$	
UTILITIES DEPARTMENT LOCATIONS					
7	Central Laboratory	1. Input AC filter bank 2. DC Buss bank 3. Output AC filter bank	=	\$	
TOTAL (Group C, items 1-7)			=	\$	

Bidder \_\_\_\_\_

GROUP D IFB 17-0573BLS LABOR RATE 3-YR AGREEMENT "AS REQUIRED"					
GRP "D"	Description	Estimated Annual Quantity	Unit of Measure	Unit Rate	Extended Cost
1	Initial Call Out Charge for Repairs, per event (M-F, 8-5)	5	Each	\$	\$
2	Regular Hour - Labor Rate for repairs as directed (M-F, 8-5); (on site time only, no travel charges allowable)	25	Hour	\$	\$
3	Initial Call Out Charge for Repairs, per event (hours other than M-F, 8-5); including weekends and holidays	2	Each	\$	\$
4	Overtime Hour - Labor Rate for Repairs (hours other than M-F, 8-5); including weekends and holidays; (on site time only, no travel charges allowable)	10	Hour	\$	\$
TOTAL LABOR RATE (Group D, items 1-4)					\$

GROUP E IFB 17-0573BLS MATERIAL COST/REPAIR PARTS 3-YR AGREEMENT "AS REQUIRED"					
GRP "E"	Description	Markup -or- Discount	Estimated Parts Amount	Extended Cost	
1	Vendor Cost plus a % markup from published MSRP price list; (original parts invoice must be provided with invoice for verification)	____%	Markup	\$2500.00 =	\$
OR					
2	Percentage discount from published MSRP price list; parts invoice must be provided with invoice for verification)	(original _____%	Discount	\$2500.00 =	\$

Bidder \_\_\_\_\_

## **ATTACHMENT "A"** **QUESTIONNAIRE**

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

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

1. Company name under which you do business: \_\_\_\_\_

Physical address: \_\_\_\_\_

24-hour contact name: \_\_\_\_\_ Phone: \_\_\_\_\_

Business license: \_\_\_\_\_ Expiration: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

For how many years? \_\_\_\_\_ Is this firm in bankruptcy? \_\_\_\_\_

5. Provide the source location(s) of the material along with the quantity of material that is available from the source locations(s) (attach additional page, if necessary):

\_\_\_\_\_

\_\_\_\_\_

6. Does your organization own the Source Location (s)? If no, list the name(s) of the Source Location(s) owner(s) and provide a copy of an agreement between your organization and the owner(s) of the source locations(s).

\_\_\_\_\_

\_\_\_\_\_

BIDDER: \_\_\_\_\_

7. Have you ever failed to complete service awarded to you? Or provide projects not completed within Agreement time. If so, state when, where (contact name, address, phone number) and why.

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8. Have you ever been debarred or prohibited from bidding on a governmental entity's project? If yes, name the entity and describe the circumstances:

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9. Name of person supervising this agreement and their experience? \_\_\_\_\_

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

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11. List the quantity and types of equipment you own to accomplish this Service? (A listing may be attached)

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12. List the quantity and types of equipment you propose to purchase/rent/lease for this agreement:

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13. Describe and give the date and County of the last three government or private service of similar scope of services you've completed, include contact name and phone number. Provide the budget, actual cost, size and summary of service for each project. Attach additional pages as necessary.

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

BIDDER: \_\_\_\_\_

**Attachment "B"**  
**STATEMENT OF NO BID**

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

Manatee County Procurement Division  
1112 Manatee Avenue West, Suite 803  
Bradenton, Florida 34205  
Email: [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org)

We, the undersigned, have declined to bid on Bid Number: 17-0753BLS, Maintenance and Repair of Uninterruptible Power Systems, Static Transfer Switches, and Associated Power Distribution Units and Batteries for the following reason(s):

- ☐ Specifications too restrictive, i.e., geared toward one brand or manufacturer.
- ☐ Insufficient time to respond
- ☐ We do not offer this product or service
- ☐ Our schedule would not permit us to perform
- ☐ Unable to meet specifications
- ☐ Unable to meet Bond requirement
- ☐ Specifications unclear (explain below)
- ☐ Unable to meet insurance requirements
- ☐ Remove us from your "Bidders List"
- ☐ Other (specify below)

**REMARKS:**

We understand that if we do not submit a Bid and this Statement of No Bid is not executed and returned, our name may be deleted from your Bidders List for this commodity or service.

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

Company Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
(Print or type name and title of above signer)

## Attachment "C"

### PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

#### SWORN STATEMENT PURSUANT TO ARTICLE V, MANATEE COUNTY PROCUREMENT CODE

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

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

\_\_\_\_\_ for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is: \_\_\_\_\_

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

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

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

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

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

(3) been convicted of a violation of an environmental law that, in the sole opinion of the County's 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 judgment 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 FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_ [Type of  
identification]

\_\_\_\_\_  
Notary Public Signature      My commission expires \_\_\_\_\_

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

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

**Attachment D**  
**BIDDER CERTIFICATION REGARDING**  
**SCRUTINIZED COMPANIES LISTS**

I am agent authorized by the company responding to this solicitation to make the following certification: I hereby certify that the company has reviewed Florida Statutes § 287.135, and that after such review, the company is not prohibited by the terms of that statute from entering into an agreement with Manatee County for the commodities and/or services which are the subject of this solicitation. I further acknowledge that my submission of a false certification may subject me and/or my company to civil penalties, attorney's fees, and/or costs.

Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Certified by: \_\_\_\_\_

Who is authorized to sign on behalf of the company listed above.

Authorized Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



ATTACHMENT E - IFB 15-0573BLS - UPS EQUIPMENT LIST				
Item	Locations	Address	Contact	Equipment
<b>PROPERTY MANAGEMENT DEPARTMENT LOCATIONS</b> (Quarterly services to be during normal business hours)				
1	County Administration Building	1112 Manatee Avenue West; Bradenton, FL	Tim Funk @ 941-737-3156 OR David Thompson @ 941-749-3016	UPS (2) Stayco Energy First Line, Model FLU-125-00; 125 KVA/112.5KW each; S/N of A - MR46AP539550007; S/N of B - MR44AP547990007; Bypass Panel - Qty 2 - Square D, I-line 480/277 400a Kirk; Battery Breaker Cabinet - Qty 2, Liebert, Model 51263 w/300ACB. (2) Battery Strings of 40; 80 total Liebert UPS-A Model AP 381 Liebert UPS-B Model AP 381 125 KVA ea, (2) Battery Strings- 30 batteries each model UPS12-350MR; 60 total Load Bus Synchronization Liebert Static Transfer Switch (2) Liebert PDU's Model PDA125C (1) Liebert PDU Model PDA100C Powerware UPS Model 9330 35 KVA 208 VAC 1 Battery String; 48 batteries Model UPS12-150FR
2	Desoto Center (MSO)	601 301 Boulevard East; Bradenton, FL	Mark Petrilla @ 941-737-3217 OR David Thompson @ 941-749-3016	Liebert Model UPB 102-10 KVA, 8KW 1 Battery String-Battery Type S12V102 w/17 batteries
3	Central Records Building (GTE)	1009 4th Avenue East; Bradenton, FL	Tim Funk @ 941-737-3156 OR David Thompson @ 941-749-3016	Powerware System 9315-500 (2) Model 500 KVA Units S/N EY4712XX06 and EY4722XX01 (2) Battery Strings; 320 total batteries, Model HX505-12FR (4) Powerware PDU's Model 100 KVA (3) Powerware PDU's Model 75KVA
4	Detention Facility (MSO Jail)	14470 Harlee Road; Palmetto, FL	Scott Ridgeway @ 941-748-4501 x 2685 OR David Thompson @ 941-749-3016	Powerware System 9315-500 (2) Model 500 KVA Units S/N EY4712XX06 and EY4722XX01 (2) Battery Strings; 320 total batteries, Model HX505-12FR (4) Powerware PDU's Model 100 KVA (3) Powerware PDU's Model 75KVA
5	Public Safety / EOC	2101 47th Terrace Avenue East Bradenton, FL	Bob Vanettan @ 941-527-9379 OR David Thompson @ 941-749-3016	Powerware System 9315-225 (2nd Fl UPS Room) Model 225 KVA S/N EY503ZXX01 (1) Battery String-80 batteries Model HX300-12FR
6	Judicial Center (UPS Room)	1051 Manatee Avenue West; Bradenton, FL	Josh Easto @ 941-737-0358 OR David Thompson @ 941-749-3016	

# ATTACHMENT E - IFB 15-0573BLS - UPS EQUIPMENT LIST

Item	Locations	Address	Contact	Equipment
<b>PROPERTY MANAGEMENT DEPARTMENT LOCATIONS</b> <b>(Quarterly services to be during normal business hours)</b>				
7	Judicial Center (Command Center)	1051 Manatee Avenue West; Bradenton, FL	Josh Easto @ 941-737-0358 OR David Thompson @ 941-749-3016	Powerware System 9355-15 (2nd Fl Command Center) Model 15 KVA S/N FB094JBA01 - 160 batteries, Model HRL 1234W2FR
8	Duette Radio Tower	3755 Duette Road; Parrish, FL	Rodney Terrell@ 941-748-4501 ext 3682 or cell # 941-737-3149	Powerware System 9170 Plus Model 9170; 6 KVA, 4.8 KW S/N EY053T0011; NP7-12 Battery (Qty of 40)
9	Myakka City Radio Tower	36660 Arcadia Avenue; Myakka City, FL	Rodney Terrell@ 941-748-4501 ext 3682 or cell # 941-737-3149	Powerware System 9170 Plus Model 9170; 6 KVA, 4.8KW S/N C66IN9000F051026; 12v9AH Battery (Qty of 40)
10	East Bradenton Radio Tower	15015 59th Avenue East; Bradenton, FL	Rodney Terrell@ 941-748-4501 ext 3682 or cell # 941-737-3149	Liebert Nfinity 16 KVA, 12.8KW S/N 1211706109002G3; CSB 12v Battery (Qty of 80)
11	CR 675 Radio Tower	23655 County Road 675; Bradenton, FL	Rodney Terrell@ 941-748-4501 ext 3682 or cell # 941-737-3149	Toshiba Model 1400 XL Plus; 10 KVA S/N UC3G2L100C6; NP7-12 Battery (Qty of 30)
12	North West Water Tower	7200 1st Avenue West; Bradenton, FL	Rodney Terrell@ 941-748-4501 ext 3682 or cell # 941-737-3149	Liebert Nfinity Model # N112C0312600 ; 18 KVA S/N1106002004 2 strings of 40 batteries, 80 total, 12-9AH
13	Cortez Water Tank	5907 Cortez Road West; Bradenton, FL	Rodney Terrell@ 941-748-4501 ext 3682 or cell # 941-737-3149	Model # N112C0412600 ; 18 KVA S/N 1016102013 2 strings of 40 batteries, 80 total, WKA-12F2
14	Buffalo Creek Water Tower	7920 69th Street East Palmetto, FL 34221	Rodney Terrell@ 941-748-4501 ext 3682 or cell # 941-737-3149	Liebert Nfinity; 16KVA, 12.8KW S/N 1218603081001G1, 80 batteries, 12v-9AH
15	CIPD - Child Protective Investigation Division	3500 9th Street W Bradenton, FL 34205	Mark Petrilla @ 941-737-3217	Toshiba ECC3, 10KVA, 8KW S/N 4Z5304 batteries, 12v-9AH

# ATTACHMENT E - IFB 15-0573BLS - UPS EQUIPMENT LIST

Item	Locations	Address	Contact	Equipment
UTILITIES DEPARTMENT LOCATIONS				
16	Southeast Water Reclamation Facility	3331 Lena Road; Bradenton, FL	Dalton Cook @ 941-792-8811 ext 8021 OR Chuck Froman @ 941-792- 8811 ext 5162	Power + 30KVA; Xtreme PC 6-FM-9 Model P + 30KVA/24 KW UL S/N 1418-832262; 3 Battery Packs; 48 batteries total
17	Central Laboratory	4751 66th Street West; Bradenton, FL	Kayse Hasiak-Solan @ 941-792-8811 ext 5166	Toshiba G9000 Series UPS Model T90S3S10KSXSN; 100 KVA (40) External Batteries, DATA SAFE 12HX205-FR Toshiba 1600EP UPS Typeform: UE3EIE220-51T 22kVA S/N 080203505, 20 Battery Packs; 48 batteries total; Toshiba Battery Cabinet Number: UE31-BC-1825 S/N 080106172; 72 batteries total Combined battery total 120
18	Water Treatment Plant Facility	17915 Waterline Road; Bradenton, FL	Kirk Cameron @ 941-792-8811 ext 5028	Gamatronics Model POWER+30KVA/24KW UL Cat No. 101SC46-1-3 S/N 1135-754297 Battery Manuf. Werker Type WKA12-7F2; 96 batteries total Battery Controlled Power Model: HV18000 14.5 kVA S/N 10-8-3737-93 Number of Batteries: 10 Datasafe: HX300-FR 12 Vdc 284W/Cell 15 min.

**MANATEE COUNTY SHERIFF'S OFFICE  
CORRECTIONS BUREAU  
APPLICATION FOR FACILITY ENTRY**

**Section A:** *To be completed by Visitor / Contracted Employee / Volunteer:*

By completing and signing this form, I authorize a Manatee County Sheriff's Office employee or authorized representative bearing this release, or copy thereof, to obtain my criminal history by conducting an FCIC/NCIC check prior to my being granted entry. Consent is granted for the agency to furnish such information, as is described above, to third parties in the course of fulfilling its official responsibilities. I hereby release you, as the custodian of such records, both individually and collectively from any and all liability for damages of whatever kind, which may at any time result to me, my heirs, family, or associates because of compliance with this authorization, or any attempt to comply with it. A photocopy of this form will be as effective as the original.

Printed Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Race (white or black): \_\_\_\_\_ Sex: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Home Address: \_\_\_\_\_

Office phone: \_\_\_\_\_ Home phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Florida Private Investigator License # (if applicable): \_\_\_\_\_

Company/Organization represented: \_\_\_\_\_

Reason for facility entry: \_\_\_\_\_

Have you ever been convicted: Yes \_\_\_\_\_, No \_\_\_\_\_, If yes Explain: \_\_\_\_\_

Non-contact visits are conducted on the second floor of the jail where a glass window separates the inmate from the visitor. Participants speak to each other using a telephone. If documents are brought in and require signatures, a Deputy will pass the document over to the inmate for signature and then will return it to the visitor.

***If you require a face-to-face contact visit with an inmate (conducted on the 1<sup>st</sup> floor of the facility); it must be pre-approved by the Operations Commander. Please state the reason why you need a face-to-face contact visit:***

**WAIVER:** By signing below, I hereby acknowledge that the Manatee County Sheriff's Office is hereby released, both individually and collectively, from any and all liability for damages of whatever kind, which may at any time, result to me as a direct or indirect consequence of any injury or harm inflicted during a contact visit with any inmate in the jail facility, and I agree to proceed at my own risk.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Section B:** *To be completed by Authorized Personnel:*

Authorized Personnel completing check: \_\_\_\_\_ Date: \_\_\_\_\_

**Section C:** *To be completed by Operations Commander:*

Face-to-Face visit (1st floor): Approved: \_\_\_\_\_ Denied: \_\_\_\_\_ One time only: \_\_\_\_\_

Face-to-Face visit (2nd floor): Approved: \_\_\_\_\_ Denied: \_\_\_\_\_ One time only: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Revised: 1/9/14



**MANATEE COUNTY SHERIFF'S OFFICE**  
**Corrections Bureau**  
**Prison Rape Elimination Act (PREA)**  
**Hiring and Promotion Decisions 115.17 (a)(1-3)**  
**Sexual Assault/Abuse Awareness/History Form**



The standards for the Prison Rape Elimination Act (PREA) of 2003 (Public Law 108-79 September 4, 2003) were officially signed into federal law August of 2012 to protect the Eighth Amendment rights of all inmates. PREA was enacted by the United States Congress to address the problem of sexual assault of inmates in all penal facilities. PREA requires that standards be developed and implemented for the detection, prevention, reduction and punishment of all sexual abuse/harassment.

It is the responsibility of the Manatee County Sheriff's Office personnel to be familiar with all the information readily available to prevent, detect, report and respond to incidents of sexual abuse and sexual harassment.

In accordance with the Prison Rape Elimination Act of 2003, the Manatee County Sheriff's Office has a zero tolerance policy towards inmate sexual assault, abuse and harassment. The Manatee County Sheriff's Office will investigate all reported incidents of sexual assaulted, abused or harassed and will discipline and/or prosecute those who sexually assault, abuse or harass inmates.

Any employee, volunteer, contractor, vendor or official visitor can and will accept any information from an inmate regarding sexual abuse, sexual assault or sexual harassment and will immediately forward the report to a supervisor. An inmate may feel more comfortable reporting sexual assault, sexual abuse or sexual harassment to someone other than a corrections deputy, and all individuals are legally bound to immediately report the information for further actions including medical and mental treatment, segregation from the suspect, collection of evidence, criminal investigation and other necessary procedures. Time is of the essence in reporting sexual abuse and sexual assault.

The definition of sexual assault/abuse is engaging in, or attempting to engage in, a sexual act with any inmate or the intentional touching of an inmate's genitalia, anus, groin, breast, inner thigh or buttocks with the intent to abuse, humiliate, harass, degrade, arouse or gratify the sexual desire of any person. Sexual acts or contacts between an inmate and a staff member, even when no objections are raised, are always illegal, and by law, considered non-consensual.

**Sexual abuse includes -**

- (1) Sexual abuse of an inmate, detainee, or resident by another inmate, detainee, or resident; and
- (2) Sexual abuse of an inmate, detainee, or resident by a staff member, contractor, or volunteer.

*Sexual abuse of an inmate, detainee, or resident by another inmate, detainee, or resident* includes any of the following acts, if the victim does not consent, is coerced into such act by overt or implied threats of violence, or is unable to consent or refuse:

- (1) Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
- (2) Contact between the mouth and the penis, vulva, or anus;
- (3) Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument; and
- (4) Any other intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or the buttocks of another person, excluding contact incidental to a physical altercation.

*Sexual abuse of an inmate, detainee, or resident by a staff member, contractor, or volunteer* includes any of the following acts, with or without consent of the inmate, detainee, or resident:

- (1) Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
- (2) Contact between the mouth and the penis, vulva, or anus;
- (3) contact between the mouth and any body part where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
- (4) Penetration of the anal or genital opening, however slight, by a hand, finger, object, or other instrument, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
- (5) Any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
- (6) Any attempt, threat, or request by a staff member, contractor, or volunteer to engage in the activities described in paragraphs (1)-(5) of this section;
- (7) Any display by a staff member, contractor or volunteer of his or her uncovered genitalia, buttocks, or breast in the presence of an inmate, detainee, or resident, and
- (8) Voyeurism by a staff member, contractor, or volunteer.

*Voyeurism by a staff member, contractor, or volunteer* means an invasion of privacy of an inmate, detainee, or resident by staff for reasons unrelated to official duties, such as peering at an inmate who is using a toilet in his or her cell to perform bodily functions; requiring an inmate to expose his or her buttocks, genitals, or breasts; or taking images of all or part of an inmate's naked body or of an inmate performing bodily functions.

**INSTITUTION - (1)** The term "institution" means any facility or institution-

(A) which is owned, operated, or managed by, or provides services on behalf of any State or political subdivision of a State; and

(B) which is -

(i) for persons who are mentally ill, disabled, or retarded, or chronically ill or handicapped;

(ii) a jail, prison, or other correctional facility;

(iii) a pretrial detention facility;

(iv) for juveniles -

(i) held awaiting trial;

(ii) residing in such facility or institution for purposes of receiving care or treatment; or

(iii) residing for any State purpose in such facility or institution (other than a residential facility providing only elementary or secondary education that is not an institution in which reside juveniles who are adjudicated delinquent, in need of supervision, neglected, placed in State custody, mentally ill or disabled, mentally retarded, or chronically ill or handicapped); or

(IV) providing skilled nursing, intermediate or long-term care, or custodial or residential care.

**MANDATORY:** All Manatee County Sheriff's Office employees, contractors, volunteers and vendors must answer (3) questions required by the PREA 115.17 titled: "Hiring and Promotion Decisions". (*see the last page*)

MANATEE COUNTY SHERIFF'S OFFICE  
Corrections Bureau  
Prison Rape Elimination Act (PREA)  
**Sexual Assault/Abuse Awareness/History Form**

***PREA 117.17 (A) (1-3) The agency shall not hire or promote anyone who may have contact with inmates, and shall not enlist the services of any contractor or volunteer who may have contact with inmates who answer YES to any of the following questions:***

1) Have you ever engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution?

YES ☐ NO ☐

2) Have you been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent, was unable to consent or refused?

YES ☐ NO ☐

3) Have you been civilly or administratively adjudicated to have engaged in the activity described in question (2)?

YES ☐ NO ☐

*By signing below you swear and affirm you have truthfully answered the above questions and/or understand the Manatee County Sheriff's Office Zero - Tolerance Sexual Assault, Sexual Abuse and Sexual Harassment policy. Additionally, you confirm you have read and understand the PREA definitions.*

*Check here if you are not an employee, vendor, volunteer or contractor.* ☐

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Occupation/Title

\_\_\_\_\_  
Company/Agency

\_\_\_\_\_  
Company/Agency Telephone

*Distribution: Applicant Pages 1 & 2*

*PREA Coordinator Page 3*

## **MAILING LABEL**

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

### **SEALED BID - DO NOT OPEN**

**BIDDER:** \_\_\_\_\_

**SEALED BID NO:** 17-0573BLS

**BID TITLE:** Maintenance and Repair of Uninterruptible Power Systems, Static Transfer Switches, and Associated Power Distribution Units and Batteries

**DUE DATE/TIME:** \_\_\_\_\_ @ \_\_\_\_\_