



**REQUEST FOR QUOTATION
RFQ 17-1488GE**

HVAC Repair Services, Up To 30 Tons

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

NON-MANDATORY INFORMATIONAL CONFERENCE:

In order to ensure all prospective quoters have sufficient information and understanding of County's needs, an information Conference will be held at: 9:00 AM on July 5, 2017 at the Manatee County Administration Center, Osprey Conference Room 4th Floor, 1112 Manatee Ave. W., Bradenton, FL 34205. Attendance is not mandatory, but is highly encouraged

DATE ISSUED: June 28, 2017

DEADLINE FOR CLARIFICATIONS REQUESTS: 3:00 PM on July 10, 2017

TIME AND DATE DUE: 3:00 PM on July 13, 2017

TABLE OF CONTENTS

A.	Information to Quoters	pages 2-14
B.	Terms and Conditions	pages 1-3
C.	Scope of Work	pages 1-3
D.	Quote Summary	page 1
E.	Insurance and Bonding Requirements	page 1-7
F.	Quotation Form	pages 1-2
	Vendor's Questionnaire	Attachment A
	Statement of No Quote	Attachment B
	Public Contracting and Environmental Crime Form	Attachment C

FOR INFORMATION CONTACT:

**George Earnest CPPB, Buyer
PHONE (941) 749-3044 FAX (941) 749-3034
george.earnest@mymanatee.org
Manatee County Financial Management Department
Purchasing Division**

AUTHORIZED FOR RELEASE: _____

SECTION A
INFORMATION TO QUOTERS

A.01 QUOTATION FORM DELIVERY REQUIREMENTS

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

Email Address: george.earnest@mymanatee.org
FAX: (941) 749-3034
US MAIL to: Manatee County Procurement Division
1112 Manatee Avenue West, Suite 803, Bradenton FL 34205

A.02 QUOTATION FORMS

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

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

Quotes must be submitted on attached provided forms, although additional pages may be attached. **Quoters must fully complete all pages of the Quote Forms. Quote Forms must be executed by an authorized signatory who has the legal authority to make the Quote and bind the company. Quoters must fully comply with all requirements of this RFQ in its entirety.** Failure to comply shall result in default of the resulting Contract, whereupon, the defaulting Contractor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by County.

A.03 MATHEMATICAL ERRORS

Quotation Forms without imbedded mathematical formulas:

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. In the event the dollar amount for contract contingency is omitted, it will be added to the total price of the quote.

Quotation Forms with imbedded mathematical formulas:

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

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

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

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

A.05 NON-EXCLUSIVE

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

A.06 MODIFICATION OF RFQ DOCUMENTS

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

A.07 CLARIFICATION & ADDENDA

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

3:00 PM on July 10, 2017 shall be the deadline to submit to the Purchasing Division, in writing, all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this RFQ.

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

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

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

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

A.08 CONFIDENTIALITY OF SECURITY RELATED RECORDS

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

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

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

1. Disclose or release Security System Plans to:
 - (A) The property owner or leaseholder; or
 - (B) Another state or federal agency to prevent, detect, guard against, respond to, investigate, or manage the consequences of any attempted or actual act of terrorism, or to prosecute those persons who are responsible for such attempts or acts.
2. Disclose or release building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by the County:
 - (A) To another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities;
 - (B) To a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by the County and is contractually bound by the Contractor/Vendor to comply with this Article/Section; or
 - (C) Upon a showing of good cause before a court of competent jurisdiction.

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

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

A.09 LOBBYING

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

A.10 UNBALANCED QUOTING PROHIBITED

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

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

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

A.11 WITHDRAWAL OF QUOTES

Quoters may withdraw quotes as follows:

- a. After the quotes are opened or a selection has been determined, but before an agreement is signed, a quoter alleging a material mistake of fact may be permitted to withdraw their quote if:
 1. The mistake is clearly evident in the solicitation document; or
 2. Quoter submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw a quote must be in writing and approved by the Purchasing Official.

A.12 IRREVOCABLE OFFER

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

A.13 QUOTE EXPENSES

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

A.14 RESERVED RIGHTS

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

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

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

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

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

A.15 APPLICABLE LAWS

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

A.16 COLLUSION

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

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

A.17 CODE OF ETHICS

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

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

A.18 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

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

In addition, the Manatee County Procurement Code prohibits the award of any quote to any person or entity who/which has, within the past five (5) years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the 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.19 CONTRACT

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

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

A.20 TERMINATION OF CONTRACT

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

A.21 PURCHASING COOPERATIVE

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

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

A.22 DISCOUNTS

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

A.23 TAXES

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

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

A.24 DESCRIPTIVE INFORMATION

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

A.25 DELIVERY

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

A.26 AUTHORIZED PRODUCT REPRESENTATION

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

A.27 ROYALTIES AND PATENTS

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

A.28 AMERICANS WITH DISABILITIES ACT

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

Anyone requiring **reasonable accommodation** for an Information Conference or Quote Opening should contact the person named on the cover page of this RFQ document at least twenty-four (24) hours in advance of either activity.

A.29 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, County hereby notifies all quoters that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this RFQ and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of quote award.

A.30 MINORITY BUSINESS ENTERPRISE / DISADVANTAGED BUSINESS ENTERPRISE

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

A.31 SUBCONTRACTORS

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

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

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

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

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

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

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

In the event the successful quoter declines to make any such substitution post award, the County may exercise its right to terminate the agreement.

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

A.32 DISCLOSURE

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT OWNER’S CUSTODIAN OF PUBLIC RECORDS AT: (941) 742-5845, debbie.scaccianoce@mymanatee.org, Attn: Records Manager, 1112 Manatee Ave W., Bradenton, FL 34205.

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

- a. Keep and maintain public records required by public agency to perform the service.
- b. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service.

If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A.33 LOCAL PREFERENCE

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

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

1. Purchases or agreements which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions governing the funds prohibit the preference.
2. Any quote announcement which specifically provides that local preference, as set forth in this section, is suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the County Commission or County Administrator, or where such suspension is, in the opinion of the County Attorney, required by law.
3. For a competitive solicitation for construction services in which fifty percent (50%) or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.

To qualify for local preference under this section, a **local business must provide certification to County** by completing an “**Affidavit as to Local Business**” form which is available for download at www.mymanatee.org/vendor. Click on “Affidavit for Local Business” to access and print the form. Complete, notarize, and mail the notarized original to: Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

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

A.34 VENDOR REGISTRATION

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

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

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

A.35 ENVIRONMENTAL SUSTAINABILITY

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

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

A.36 ePAYABLES

Manatee County Board of County Commissioners and the Manatee County Clerk of the Circuit Court have partnered to offer the ePayables program, which allows payments to be made to vendors via credit cards.

The Clerk of the Circuit Court will issue a unique credit card number to vendor after goods are delivered or services rendered, vendors submit invoices to the remit to address on the purchase order. When payments are authorized, an email notification is sent to the vendor. The email notification includes the invoice number(s), invoice date(s), and amount of payment. There is no cost for vendors to participate in this program; however, there may be a charge by the company that processes your credit card transactions.

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

A.37 FUNDING

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

A.38 CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER – TERM CONTRACTS

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

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

A.42 **PRECEDENCE**

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

END OF SECTION A

SECTION B
TERMS AND CONDITIONS

B.01 PURPOSE

It is the intent of the County of Manatee to enter into an annual contract to secure HVAC repair services on an "as needed" basis, for systems up to 30 tons. It is the specific purpose of this RFQ to secure the cost and reliable, experienced vendors to perform these services. The majority of the project management under this agreement shall be done by Manatee County Property Management (MCPM).

No single project shall exceed \$100,000. If an estimate or quotation for any single project under this contract would be in an amount that would exceed \$100,000.00, the contractor shall not submit an estimate or quote or reveal their pricing, but inform the County that the estimate or quotation would exceed \$100,000. A separate bidding process will be required for all projects exceeding \$100,000.

B.02 ASSIGNMENT OF CONTRACT

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

B.03 BLANKET ORDER

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

Each invoice must indicate the Blanket Purchase Order number followed by a valid Release Order number. The successful vendor is not authorized to proceed with, and will not be compensated for, any work that is not authorized by a valid Release Order Number issued by the County's Representative.

B.04 PRICES & TERM

Quoters shall quote unit prices, F.O.B. Destination, including all discounts in accordance with unit of quantity indicated on Quotation Form. The prices quoted shall be used for payment and shall be deemed to include payment in full for all transportation, labor, and equipment used in delivering all supplies and materials to the point of delivery. Prices are firm for each contract and renewal period.

B.05 CONTRACT TERM

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

B.06 RENEWAL

If not cancelled by the successful vendor or the County, this term agreement shall be automatically extended/ renewed beyond the first one (1) year of the contract period for four (4) additional contract years providing there are no changes of prices, terms or conditions. Written notice of intention not to renew must be submitted by the successful vendor 90 days prior to the end of the contract period for any contract year. The contract period begins with the issuance of the Blanket Purchase Order. Should the successful vendor choose not to renew the agreement, the County reserves the right to terminate the contract with that vendor and select the next qualified quoter or solicit a new Request for Quote.

B.07 PRICE ADJUSTMENTS FOR RENEWAL PERIODS

Written notice of intention to request a change in price must be submitted by a successful quoter 90 days prior to the end of the contract period for any contract year. The contract period begins with the issuance of the Blanket Purchase Order. The County reserves the right to accept the change request, negotiate a change in pricing, terminate the contract with that vendor and select the next qualified quoter or solicit a new Request for Quote.

B.08 PAYMENT (Net 45)

Payment will be made by the County on a monthly basis, within 45 days after services have been rendered, accepted, and an approved. Invoices must reference the Blanket Purchase Order number, Release Order number and shall have a listing of the dates and location of service or project sites for which payment is requested.

B.09 CANCELLATION

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

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

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

B.10 UNSUCCESSFUL SERVICES

In the event the work performance of the successful vendor is unsatisfactory, the vendor will be notified by the County and given a time frame to correct the work. There will be no cost to the County for these corrections. If work is not corrected, or if the vendor fails to perform any required service within the time frame given, the County reserves the right to obtain the service of an alternate vendor. Exemptions may be given by the County if notified of any delays, problems or conflicts that may arise during the course of a particular project. Repetitive unsatisfactory performance may result in the termination of contract and a transfer of the award to the next lowest responsive and responsible quoter.

B.11 INDEMNIFICATION

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

B.12 OTHER CONTRACTORS

The successful vendor shall directly interface with other contractors who do work or influence areas involved in any project, such as public utilities or Sunshine 811.

B.13 WARRANTY, MAINTENANCE, SERVICE AND SUPPORT

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

END OF SECTION B

SECTION C
SCOPE OF WORK

C.01 **SCOPE**

To provide “as needed” repairs to County HVAC systems up to 30 tons and an occasional need for repairs to ice makers and refrigeration equipment. The work will include, but not be limited to, complete HVAC systems (compressor, air-handler, condenser coil, evaporator coil, etc....), air quality control systems, and commercial ice makers and refrigeration equipment and systems. This work may also include the installation of new equipment or replacement/upgrade of existing equipment. The successful contractor shall supply skilled workers and tools needed for any services as specified in this RFQ.

The Contractor shall provide all tools and equipment considered to be normal and customary to the trade. The successful contractor(s) are not expected to need to rent equipment in the normal course of work under this specification. On some jobs, the use of Contractor owned specialty or rented equipment may be required. This equipment is in addition to any equipment used in the regular course of HVAC repairs of the size and type intended for this RFQ. Written approval from a County authorized agent is required prior to the use of specialty or rented equipment.

C.02 **CONFORMANCE TO SAFETY RULES AND REGULATIONS**

Quoters must conform to all site rules and regulations affecting the work. These include but are not limited to: keeping 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.

Some County sites where security is controlled by the Manatee Sheriff's Office (MSO) may require background checks of service personnel prior to working at the site (for example: the MSO Jail).

C.03 **SERVICE REQUIREMENTS**

The primary goal of this contract is the speedy acquisition of repairs. The successful contractor's timely responsiveness is critical. The contractor shall be contacted by MCPM via phone or email for services under this agreement. Due to emergency situations, and possible damage to associated equipment / materials needing climate control, **delays in responses will not be acceptable.**

The following response time for work situations are expected at the hourly pricing quoted on the Quotation Form:

Regular Hours – The contractor will be on site and commencing services within **four (4) hours**, unless otherwise scheduled with MCPM, during normal County business hours. Normal hours are Monday through Friday from 7:00 AM to 5:00 PM, excluding holidays. Failure to respond within this time frame may be cause for the County to use an alternate contractor. A pattern of response failure may result in the termination of the contract.

Overtime / After Hours – The contractor will be on site and commencing services within **four (4) hours** of the initial call being placed by MCPM during hours outside of normal business hours to include county or national holidays. Failure to respond within this time frame may be cause for the County to use an alternate contractor. A pattern of response failure may result in the termination of the contract.

C.04 EXECUTION OF WORK OUTSIDE OF REPAIR

Upon notification of a need for services that will require an estimate or proposal (usually the replacement of an existing system or the installation of a new system) the Contractor shall acknowledge the request and shall be expected to prepare an estimate (broken down between labor and materials) for presentation to the County. Once the estimate is accepted by the County, the Contractor will be issued a Release Order specific to that project and shall begin work within 24 hours from time of notification unless otherwise agreed to with the County. Repair situations will not require an estimate and response times shall be within four (4) hours to the jobsite.

C.05 GENERAL WORK INFORMATION

The successful contractor must report to the designated contact person upon arrival and departure.

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

- Not passing into areas beyond the designated limits of the work;
- Keeping public areas free of waste materials;
- Professional conduct, acceptable attire and hygiene;
- Removal of all rubbish from the worksite (above and below the ceiling) and all areas are to be cleaned to "as found" conditions before leaving the premises;
- Observe all safety codes while on County property.
- All service personnel shall be uniformed (or with visible personal identification) and be fully trained and skilled in all maintenance and repairs as listed herein.
- All work performed on site shall be done by the Contractor's employees, unless properly approved by the MCPM.

C.06 WORK REQUIREMENTS

It is the successful contractor's responsibility to:

- Report any work other related deficiencies immediately in writing on a service report with recommendations for rectifying such deficiencies;
- Notify the County when finished so that repairs/work can be tested for proper operation;
- Provide written service reports detailing all repairs or service work done at the site at the completion of the work. The service reports shall include:
 - Arrival and departure times of every person on the job,
 - Date(s) work is performed,
 - Location of work,
 - Type of work performed;
- Provide a listing of all parts and materials approved and used (parts and materials, if not provided by the County, shall be priced at the Percentage Markup Over Cost as quoted);
- Obtain a signature of the site contact person;
- Leave a hard copy of the service report with the contact person prior to leaving the site. The service report must be signed by the County representative.

C.07 INVOICES AND PAYMENTS

It is required that all invoices match the service reports performed for the specific job including;

- Blanket Purchase Order Number and Release Order Number;
- Hours on site;
- Parts cost: Parts and materials will be reimbursed at the Percentage Mark-up over cost as quoted; a copy of the vendor's material invoices, or other supporting documents as approved by the County, must be submitted with the invoice for verification purposes.
- If rental tools or equipment are required, these items shall not be allowed a percent markup but shall be itemized to the County separately at the Contractor's cost. A copy of the rental cost invoice will be required with the invoice for verification purposes.
- Invoices must be itemized;
- Do not charge for "Miscellaneous" supplies or parts;
- Do not charge for travel time, only time on-site will be allowed. Therefore, it is critical to "report in" with a designated County representative for timekeeping purposes.
- Do not charge a mark-up on sales tax, freight or shipping, these charges should be at cost.
- Send invoices via mail or email to:
Manatee County Clerk of the Circuit Court
PO Box 1000
Bradenton, FL 34206-1000

Or email invoice to: Invoice@manateeclerk.com

C.08 CODE COMPLIANCE AND PERMITTING RESPONSIBILITIES

All work must be completed per the latest edition of the building code applicable for the project as well as any state and local laws, ordinances, rules and regulations.

The contractor shall obtain any and all necessary permits, licenses, and certificates or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules and regulations, for the proper execution and completion of the work as specified herein.

For any work where a permit is required, the Contractor shall furnish a copy of the approved City or County permit to the MCPM representative before starting the work.

All fire wall or floor penetrations shall maintain their respective smoke and/or fire rating.

END OF SECTION C

SECTION D
QUALIFICATIONS AND BASIS OF AWARD

D.01 QUOTERS QUALIFICATIONS

The successful quoter shall have been in this line of business for at least three (3) years in the state of Florida at the same address. All quoters must submit with their quote the Questionnaire/References form included herein. The vendor shall be a fully licensed contractor as required to perform this type of work in Florida as well as being fully licensed to handle all materials associated with this type of work. The Contractor shall also show the ability to provide the insurance coverage required under the Insurance and Bonding Requirements Compliance Submittal provided. The worksheet portion of the Insurance Requirements shall be completed and submitted with the quote response.

D.02 BASIS OF AWARD

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

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

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

END OF SECTION D

SECTION E

INSURANCE AND BONDING REQUIREMENTS

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

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

Insurance / Bond Type	Required Limits
	<p>d. <input type="checkbox"/> Pollution \$ _____ per occurrence</p> <p>e. <input type="checkbox"/> Professional Liability \$ _____ per claim and in the aggregate</p> <ul style="list-style-type: none"> • \$1,000,000 per claim and in the aggregate • \$2,000,000 per claim and in the aggregate <p>f. <input type="checkbox"/> Project Professional Liability \$ _____ per occurrence</p> <p>g. <input type="checkbox"/> Property Insurance \$ _____</p> <p>If the resulting Agreement includes construction of or additions to above ground buildings or structures, quoter shall provide "Builder's Risk" insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).</p> <p><i>To the extent that property damage is covered by commercial insurance, Owner and successful quoter agree to waive all subrogation rights against each other, except such rights as they may have to the proceeds of such insurance. Successful quoter shall require a similar waiver of subrogation from each of its quoter personnel and sub-consultants, to include Special Consultants; successful quoter shall provide satisfactory written confirmation to Owner of these additional waivers.</i></p> <p>h. <input type="checkbox"/> U.S. Longshoreman's and Harborworker's Act Coverage shall be maintained where applicable to the completion of the Work.</p> <p>i. <input type="checkbox"/> Valuable Papers Insurance \$ _____ per occurrence</p> <p>j. <input type="checkbox"/> Watercraft \$ _____ per occurrence</p>
6. <input type="checkbox"/> Bid Bond:	<p>Bid bond shall be 5% of the total offer of the bid. Bid bond shall be submitted with the bid and shall include project name, location, and / or address and project number.</p> <p>In lieu of the bond, the contractor may file an alternative form of security in the amount of 5% of the total offer, in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit.</p>
7. <input type="checkbox"/> Payment and Performance Bond:	<p>Payment and Performance Bond shall be submitted by quoter for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award.</p>

Reviewed by Risk:



INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

- a. Represents that quoter maintains, and will maintain during the term of any Agreement arising from this solicitation, all insurance coverage required herein from responsible companies duly authorized to do business under the laws of the State of Florida that hold a rating of "A-" or better by Best's Key Guide, latest edition, and are deemed acceptable to Owner as set forth in this solicitation.
- b. Agrees that insurance, as specified herein, shall remain in force and effect without interruption from the date of commencement of the Work throughout the duration of the Project, and shall remain in effect for at least two (2) years after the termination of the Contract Documents.
- c. Agrees that if the initial or any subsequently issued certificate of insurance expires prior to completion of the Work, successful quoter shall furnish to Owner renewal or replacement certificate(s) of insurance no later than ten (10) calendar days after the expiration date on the certificate. Failure of successful quoter to provide Owner with such renewal certificate(s) shall be considered justification for Owner to terminate any and all Agreements.
- d. Agrees that quoter and/or its insurance carrier shall provide thirty (30) days written notice to Owner of policy cancellation or non-renewal on the part of the insurance carrier or the successful quoter. Successful quoter shall also notify Owner, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by successful quoter from its insurer and nothing contained herein shall relieve successful quoter of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by successful quoter hereunder, successful quoter shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- e. Agrees that failure of successful quoter to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the resulting Agreement, which may result in immediate termination.
- f. Agrees that, should at any time the successful quoter not maintain the insurance coverage(s) required herein, Owner may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge successful quoter for such coverage(s) purchased. If successful quoter fails to reimburse Owner for such costs within thirty (30) days after demand, Owner has the right to offset these costs from any amount due successful quoter under this Agreement or any other agreement between Owner and successful quoter. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance companies used. The decision of Owner to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- g. Agrees to provide, upon request, the entire and complete insurance policies required herein.
- h. The payment of deductibles for insurance required of the successful quoter by the Contract Documents shall be the sole responsibility of the successful quoter.

Certificate of Insurance Requirements:

- a. Certificates of insurance in duplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number and title of the Project, and must read: For any and all work performed on behalf of Manatee County.
- b. **Additional Insured:** The Automobile Liability and Commercial General Liability policies provided by the successful quoter to meet the requirements of this IFB shall name Manatee County, Board of County Commissioners, as an additional insured as to the operations of the successful quoter under this IFB and shall contain severability of interests provisions.
- c. In order for the certificate of insurance to be accepted it **must** comply with the following:
 1. The "Certificate Holder" shall be:
**Manatee County
 Board of County Commissioners
 Bradenton, FL
 RFQ# 17-1488GE, HVAC Repair Services
 For any and all work performed on behalf of Manatee County.**
 2. Certificate shall be mailed to:
**Manatee County Purchasing Division
 1112 Manatee Avenue West, Suite 803
 Bradenton, FL 34205
 Attn: George Earnest CPPB, Buyer**

BONDING REQUIREMENTS

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

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

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

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

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

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

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

QUOTER'S INSURANCE STATEMENT

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

Quoter Name: _____ Date: _____

Quoter's
Signature: _____

Print Name: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

Please return this completed and signed statement with your bid.

END OF SECTION E

QUOTATION FORM

DATE DUE: 3:00 PM on July 13, 2017

To: Manatee County Purchasing
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205
Attention: George Earnest CPPB, insert title
Or via email: George.earnest@mymanatee.org
Or via Fax @ (941) 749-3034

RE: RFQ 17-1488GE for HVAC Repair Services, Up To 30 Tons

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

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

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

_____ DATE: _____
(Print Name & Title of Signer)

COMPANY ADDRESS: _____

TEL. NO.: _____ FAX NO.: _____

EMAIL.: _____

Acknowledge Addendum No. ____ Dated: _____

THE FOLLOWING MUST BE SUBMITTED WITH THE QUOTE RESPONSE:
Quoters Insurance Statement.....Section E
Vendor’s Questionnaire & References Attachments “A”
Public Contracting & Environmental Crimes Attachment “C”

QUOTE PRICE FORM
RFQ 17-1488GE, HVAC REPAIR SERVICES, UP TO 30 TONS

We propose to furnish HVAC repair services per the specifications at the following prices:

ITEM	DESCRIPTION	RATE OR %	MULTIPLIER	EXTENDED PRICE
1	Normal Working Hours Labor Rate: Monday – Friday, 7 AM to 5 PM, excluding holidays (4 hour response time for repairs)	\$	X 100 HOURS =	\$
2	Overtime Working Hours Labor Rate: other than Normal Hours and including holidays (4 hour response time for repairs)	\$	X 40 HOURS =	\$
3	Percentage Markup Over Cost For Parts & Materials (<u>not to exceed 10%</u>)	%	X \$10,000 =	\$
TOTAL QUOTE PRICE FOR AWARD (sum of items 1 to 3 Extended Prices)			\$	

COMPANY NAME: _____

END OF QUOTATION FORM

QUESTIONNAIRE ATTCHMENT "A"

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR QUOTE.

1. Licensed Florida Business:

Yes _____ No _____ (check one) for _____ continuous years';

Current Florida Business License # _____ Expiration: _____

Current Contractor License and Type # _____

Expiration: _____

2. List any notice of violations, formal notices of regulatory non-compliance, safety violations and accidents resulting in a Worker's Compensation claim.

3. Have you ever failed to complete work awarded to you? If so, where and why?

Company Name: _____

4. Three current references from commercial projects in Florida for similar services.

A. CUSTOMER NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE NO: _____ SERVICE PERIOD: _____

SERVICE
DETAILS: _____

B. CUSTOMER NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE NO: _____ SERVICE PERIOD: _____

SERVICE DETAILS: _____

C. CUSTOMER NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE NO: _____ SERVICE PERIOD: _____

SERVICE DETAILS: _____

Quoting Company Name: _____

END OF ATTCHMENT "A"

Attachment "B"
STATEMENT OF NO QUOTE

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

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

We, the undersigned, have declined to quote on RFQ No.: 17-1488GE HVAC Repair Services, Up To 30 Tons, 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 "Quoters List"
- Other (specify below)

REMARKS:

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

Company Name: _____

Company Address: _____

Telephone: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)

END OF ATTACHMENT "B"

Attachment "C"

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

**SWORN STATEMENT PURSUANT TO ARTICLE 5, SECTION 2-26-54,
MANATEE COUNTY PURCHASING CODE**

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

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

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

whose business address is: _____

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

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

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

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

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

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

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

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

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

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

[Signature]

STATE OF FLORIDA
COUNTY OF _____

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

Personally known _____ OR Produced identification
[Type of identification]

Notary Public Signature My commission expires _____

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

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

END OF ATTACHMENT "C"