



**REQUEST FOR QUOTATION #14-2364GE
AUTOMOTIVE BATTERIES**

DATE ISSUED: JUNE 30, 2014

DUE DATE: JULY 11, 2014 at 3:00 PM

PROJECT BACKGROUND

Manatee County is requesting quotations from qualified Vendors to provide automotive batteries and associated part or equipment on an "as-needed" basis. Manatee County, a political subdivision of the State of Florida, (hereinafter "Manatee County" or the "County") will accept Request for Quotations (RFQ) submittals 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

Manatee County invites your participation in the following quotation. The specifications stated herein are of the minimum requirements. All quotes submitted must be in accordance with the General and Technical Specifications.

TABLE OF CONTENTS

General Terms & Conditions.....	Pages 2-5
Specific Terms & Conditions.....	Pages 6-7
Basis of Award.....	Page 7
Minimum Technical Specifications.....	Page 8
Quotation Form.....	Pages 9-10
Supplier's Questionnaire/References (mandatory).....	Pages 11-12
Public Contracting & Environmental Crimes (mandatory)	Attachment "A"
Statement of No Quote (optional)	Attachment "B"

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

CLARIFICATION

It shall be the responsibility of all quoters to request any additional clarification of the contents herein from George Earnest CPPB, Buyer via email (george.earnest@mymanatee.org) or fax (941) 749-3034. Clarification deadline is July 8, 2014 at 3:00pm, with no requests allowed after that time. Clarification will be furnished by written addendum from Purchasing. Quoters shall not accept any verbal or telecommunication explanation as an authorized clarification of the contents herein.

Authorization to Release: 

GENERAL TERMS AND CONDITIONS

QUOTE FORMS

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

AMERICAN DISABILITIES ACT

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

CLARIFICATION & ADDENDA

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

CODE OF ETHICS

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

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

COLLUSION

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

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

DISCLOSURE

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

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

DISCOUNTS

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

DISQUALIFYING CRIMINAL MATTERS; CERTIFICATION REQUIRED

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

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

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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

IRREVOCABLE OFFER

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

LEGAL NAME

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

LOBBYING

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

MATHEMATICAL ERRORS

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

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

MBE/WBE

The State of Florida, Office of Supplier Diversity provides the certification process and the database for identifying certified MBE/WBE firms. This service may be directly accessed at: <http://www.osd.dms.state.fl.us/iframe.htm>

If you have any questions regarding this State service, please contact their office at (850) 487-0915.

MODIFICATION OF QUOTATION DOCUMENTS

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

QUOTE EXPENSES

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

REGULATIONS

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

RESERVED RIGHTS

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

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

TAXES

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

END OF GENERAL TERMS AND CONDITIONS

SPECIFIC TERMS & CONDITIONS

PURPOSE

Manatee County has a need for a Vendor to provide automotive batteries and associated parts or equipment on an “**as required**” basis. It is the specific purpose of this quote to establish annual contracts for the required materials and service, and to secure the cost and availability for procurement.

QUALIFICATIONS OF THE VENDOR

The Vendor shall have been in this line of business for at least three (3) years in the state of Florida. All quoters must submit with their quote the Questionnaire/References form included herein. The Vendor shall be registered to do business in Florida and shall provide that information on the Questionnaire/Reference form.

PICK UP AND DELIVERY TICKET REQUIREMENT

The Vendor shall provide a separate pickup/delivery ticket for each order and will obtain authorized signatures from the appropriate County employee. A copy of the pickup/delivery ticket shall be left with the appropriate County employee upon each pickup/delivery.

QUANTITIES

The exact quantities to be purchased under this quote cannot be determined at this time. Orders will be issued on an “**as required**” basis; this may include all or part of the items on Quote Form.

WARRANTY

The Vendor shall provide a warranty for batteries purchased as a result of this RFQ, against failure or malfunction due to design, product manufacture, defective materials and workmanship for a minimum of two (2) years from the date of installation, not from the date of delivery.

PRICES & TERM

Quotes shall be inclusive of all material, labor, transportation, and equipment costs associated with the service as specified herein. Price adjustments during the life of the contract will only be considered in writing within the 90 day Renewal period.

BLANKET ORDER

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

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

RENEWAL

If not cancelled by the Vendor or the County, **this agreement shall be automatically renewed** beyond the first twelve (12) month period for three (3) additional twelve (12) month periods not to exceed total contract duration of 48 months providing there are no changes of prices, terms or conditions. **Written notice of intention not to renew must be submitted by the successful bidder 90 days prior to the end of a contract period.** This agreement can only be extended beyond the five year term with mutual consent adhering to the terms, conditions and specifications as of the time of term expiration.

Should the Vendor choose not to renew the agreement, the County reserves the right to terminate the Contract with the Vendor and select the next qualified quoter, or re-solicit for those items, or issue a new RFQ for all items.

CANCELLATION

The County reserves the right to terminate a contract by giving 30 days written notice of intention to terminate if at any time the Vendor fails to abide by or fulfill any of the terms and conditions of the Contract. The County also reserves the right to terminate this contract for the convenience of the County, with or without cause.

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

UNSUCCESSFUL SERVICES

In the event the work performance of the 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. Deductions of the cost of such substitute will be made from the Vendor's payments. Exemptions may be given by the County if notified of any delays, problems or conflicts that may arise during the course of a particular project. Repetitive unsatisfactory performance shall result in the termination of contract and a transfer of the award to the next lowest responsive and responsible quoter.

BASIS OF AWARD

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

BASIS OF AWARD (continued)

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

END OF SPECIFIC TERMS AND CONDITIONS

MINIMUM TECHNICAL SPECIFICATIONS

FREQUENCY OF BATTERY STOCK ROTATION

The Vendor shall perform pick-up of any unused battery inventory every six (6) months at each location listed below.

PICK-UP AND DELIVERY LOCATIONS (FLEET)

All deliveries shall be made between the hours of 8:00 AM and 3:00 PM, Monday through Friday, excluding holidays to the following designated locations:

Manatee County Fleet Services 1100 26 th Avenue East Bradenton, FL 34208	Manatee County Fleet Services 4700 66 th Street West Bradenton, FL 34210	Manatee County Fleet Services 3055 Lena Road (Landfill) Bradenton, FL 34202
---	---	---

WORK REQUIREMENTS

- The County reserves the right to delete from, or request additional batteries or associated parts and equipment to be added to, the resulting blanket Purchase Order during the term of the agreement. This shall be done through a quote request from the County and a written response from the Vendor to establish the price of any new items.
- The items listed on the Quote Response Form are a sampling of the County's battery inventory and the quantities listed are an estimation only. Additional batteries added to the resulting Blanket Purchase Order shall be priced at a discount equal or greater to the discount offered under this RFQ. The Vendor shall make this discount available to the County for their entire battery price/inventory list.
- The Vendor shall provide a separate delivery ticket for each delivery and/or service, and will obtain receiving signatures from the appropriate County representative. At least one copy of the delivery ticket shall be left with the County's representative on each delivery. Invoices shall be sent to Manatee County Clerk of Court as detailed on the Blanket Purchase Order. Payment cannot be authorized without a copy of this ticket signed by a County representative.
- Orders shall be delivered the next day for any battery covered under the Blanket Purchase Order or any associated part or equipment.
- There shall be no charge for cores and the Vendor shall pick up the cores at the time of delivery.

END OF MINIMUM TECHNICAL SPECIFICATIONS

QUOTE RESPONSE FORM (two pages)
RFQ #14-2364GE AUTOMOTIVE BATTERIES

SUBMITTAL DEADLINE: July 11, 2014 AT 3:00 PM, SEND TO
EMAIL: george.earnest@mymanatee.org OR VIA FAX TO (941) 749-3034

Note: all quantities listed are annual estimates only and in no way are a guarantee of actual quantities to be expected within any given year.

Item	Description	Unit Price	Estimated Annual Quantity	Extended Price
1	Cold Cranking Amp (CCA) minimum 970, V4D-7. Part #1D1025	\$	X 8 =	\$
2	CCA minimum 1400, V8D-7. Part #1D1035	\$	X 50 =	\$
3	CCA minimum 700, V24F-7. Part #1D1045	\$	X 6 =	\$
4	CCA minimum 615, V48-6. Part #1D1048	\$	X 50 =	\$
5	CCA minimum 700, V24-7. Part #1D1050	\$	X 35 =	\$
6	CCA minimum 700, V27-7. Part #1D1055	\$	X 10 =	\$
7	CCA minimum 850, V65-6. Part #1D1060	\$	X 45 =	\$
8	CCA minimum 900, VMF31P-7. Part #1D1065	\$	X 20 =	\$
9	Cold Cranking Amp (CCA) minimum 900, VMF31S-7. Part #1D1071	\$	X 150 =	\$
10	CCA minimum 650, V75-86-7. Part #1D1090	\$	X 6 =	\$
11	CCA minimum 700, V78-7. Part #1D1095	\$	X 90 =	\$
12	CCA minimum 250, VU1LH-8. Part #U1LH-8	\$	X 15 =	\$
13	CCA minimum 925, AGM31S. Part # N/A	\$	X 50 =	\$
14	6 volt Golf Cart battery, U2000UT. Part # N/A	\$	X 24 =	\$
15	8 volt Golf Cart battery, U8VGCUT. Part # N/A	\$	X 24 =	\$
16	Minimum discount for batteries, parts or equipment not listed on this Quote Response Form.	%	X \$100 =	\$

QUOTE RESPONSE FORM
RFQ #14-2364GE AUTOMOTIVE BATTERIES

SUBMITTAL DEADLINE: July 11, 2014 AT 3:00 PM, SEND TO
EMAIL: george.earnest@mymanatee.org OR VIA FAX TO (941) 749-3034

TOTAL QUOTE PRICE (sum of extended price for items 1 thru 16)	\$
--	----

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

We understand that the RFQ documents in its entirety shall be made a part of any agreement or Blanket Purchase Order between Manatee County and the successful quoter. Failure to comply shall result in contract default, whereupon, the defaulting contractor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

 (Print Name & Title of Signer)

COMPANY ADDRESS: _____

DATE: _____ EMAIL: _____

TEL. NO.: _____ FAX NO.: _____

Acknowledge Addendum No. ____ Dated: _____

Acknowledge Addendum No. ____ Dated: _____

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

Supplier's Questionnaire & References..... Pages 11-12

Public Contracting & Environmental Crimes Attachment "A"

REQUEST FOR QUOTATION 14-2364GE

AUTOMOTIVE BATTERIES

SUPPLIER'S QUESTIONNAIRE & REFERENCES

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR QUOTE

1. Registered as a business in Florida:
Yes _____ No _____ (check one) for _____ continuous years';
Current Florida Business Registration # _____ Expiration: _____

2. Summary of any litigation filed against the quoter in the past five years which is related to the services provided. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.

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

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

Company Name: _____

REQUEST FOR QUOTATION 14-2364GE

AUTOMOTIVE BATTERIES

SUPPLIER'S QUESTIONNAIRE & REFERENCES

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR QUOTE

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

A. CUSTOMER NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE NO: _____ SERVICE PERIOD: _____

SERVICE
DETAILS: _____

B. CUSTOMER NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE NO: _____ SERVICE PERIOD: _____

SERVICE DETAILS: _____

C. CUSTOMER NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE NO: _____ SERVICE PERIOD: _____

SERVICE DETAILS: _____

Company Name: _____

Attachment "A"

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

**SWORN STATEMENT PURSUANT TO ARTICLE 6,
MANATEE COUNTY PURCHASING CODE**

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

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

_____ [print individual's name and title]

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

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

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

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if,

directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

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

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

[Signature]

STATE OF FLORIDA
COUNTY OF _____

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

_____.

Personally known _____ OR Produced identification _____
[Type of identification]

_____ My commission expires

Notary Public Signature

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

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

Attachment "B"

STATEMENT OF NO QUOTE

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

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

We, the undersigned, have declined to bid on RFQ No.: 14-2364 – AUTOMOTIVE 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)