



MANATEE COUNTY FLORIDA

REQUEST FOR QUOTATION #16-1734CB

TELEPHONE ANSWERING SERVICE

DATE ISSUED: May 23, 2016

DUE DATE: June 23, 2016 at 3:00pm

Manatee County Government
Purchasing Division, Suite 803
1112 Manatee Avenue West
Bradenton, FL 34205
For Information Contact: Charles Bentley, Buyer
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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 Conditions and Minimum Technical Specifications.

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

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

AUTHORIZED TO RELEASE: CB

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

ASSIGNMENT OF CONTRACT

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of his right, title, or interest therein, or his power to execute such Contract, 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.

AUTHORIZED PRODUCT REPRESENTATION

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

CLARIFICATION & ADDENDA

Each quoter shall examine all Request for Quote 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 Division. 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 Division (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 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 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 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.

COSTS INCURRED IN RESPONDING

This solicitation does not commit the County to pay any costs incurred in the submission of quotes or make necessary studies or designs for the preparation thereof, nor to procure or contract for the equipment.

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.

E-VERIFY

The employment of unauthorized aliens by any successful quoter is considered a violation of Section 274(e) of the Immigration and Employment Act. If successful quoter knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the resulting Agreement.

A complete list of all subcontractors proposed for any portion of the Work may be requested of any quoter deemed necessary by County. Subcontracts shall be awarded only to those subcontractors considered satisfactory by County.

The successful quoter shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the successful quoter during the term of the Agreement. The successful quoter shall expressly require any subcontractors performing work or providing services pursuant to the state contract to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement.

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.

INDEMNIFICATION

The successful quoter supplier 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 contract 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.

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.

The County reserves the right to amend or to add to the names listed as persons to contact. All amendments or additions to the names listed as persons to contact shall be issued by Purchasing, in writing.

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 Vendor 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.

QUALITY GUARANTEE

If any work or material does not meet specifications, or materials furnished in conjunction with the work will not produce the results required of the work, the contractor will be required to rectify any and all work involved in the unsatisfactory situation. If the unsatisfactory work or materials involves other contractors who are blameless, then it shall be the responsibility of the contractor responsible for the faulty work or the furnishing of unsatisfactory materials to reimburse the blameless contractors for any and all additional work or materials required due to the faulty work or materials. The County reserves the right to reject any or all work or materials used in the work, if in its judgment the work or materials reflect unsatisfactory workmanship, or manufacturing defects.

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 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.

ROYALTIES AND PATENTS

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

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.

NOTE: ANY OR ALL STATEMENTS CONTAINED IN THE FOLLOWING SECTIONS: GENERAL INFORMATION, GENERAL TERMS AND CONDITIONS, SPECIFIC TERMS AND CONDITIONS, MINIMUM TECHNICAL SPECIFICATIONS OR BASIS OF AWARD, WHICH VARY FROM THE INFORMATION TO QUOTERS SHALL HAVE PRECEDENCE

BE GREEN

All vendors/bidders/quoters/proposers (as applicable) 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 the reduced adverse effect on the environment. Provide detail of your organization’s initiative and its ability to meet the goal of environmental sustainability.

SPECIFIC TERMS & CONDITIONS

PURPOSE

It is the intent of Manatee County to establish an annual contract for an after hour, weekend and holiday telephone answering service for the Manatee County Utilities Department.

SPECIFICATIONS

Vendors must submit quotes strictly in accordance with specifications. Each variance to these specifications must be explicitly stated by the vendor on the quote form. Should the vendor not furnish the County a list of exceptions and supporting data, the County will assume the vendor is quoting in accordance with the specifications.

QUANTITIES

Locations and systems are listed in the technical specification section of this Request for Quote, however during the term of the contract the County may add or delete additional equipment as needed. The contracted vendor will be given the first opportunity to quote additional equipment. If the price is considered to be equitable with other previously quoted maintenance, it will be added to the term contract. If the County does not agree with the vendor's price for new equipment, a quote for that equipment will be issued.

PAYMENT

Within forty-five (45) days after delivery by the Vendor, acceptance by the County, and presentation of an appropriate invoice, the County shall pay the total amount due. Invoice will be based on the number of calls which are itemized in the monthly report. Payment invoices must indicate the Purchase Order number and a valid Release Order number.

ePAYABLES

Manatee County and Clerk of the Circuit Court have partnered to offer the ePayables program, which allows payments to be made to vendors via credit cards. The Clerk will issue a unique credit card number to each vendor; the card has a zero balance until payments have been authorized.

Vendors shall submit invoices to the remit to address on the purchase order according to the current process after goods are delivered or services rendered. 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. Please complete the ePayables Application attached herein and return the completed form via email to Ms. Lori Bryan, Supervisor at lori.bryan@manateeclerk.com if you are interested in participating in this program.

PRICES AND TERMS

The prices quoted shall be used for payment and shall be deemed to include payment in full for all transportation, labor, permits/notices, materials, and equipment required for the complete delivery and service of each unit. Prices shall remain firm and irrevocable for the contract period.

CONTRACT TERM AND RENEWAL

This contract shall be for a period of one year, commencing August 1, 2016. If not cancelled by the Vendor or the County, **this quote shall be automatically extended/renewed** beyond the first twelve (12) month contract period for additional twelve (12) month periods not to exceed a total contract duration of thirty-six (36) months providing there are no changes of prices, terms or conditions. **Written notice of intention not to renew must be submitted by the successful quoter 90 days prior to the end of a contract period.** Should any Vendor choose not to renew the quote awarded, the County reserves the right to terminate the Contract with that Vendor and select the next qualified quoter, or re-advertise for those quoted items, or solicit a new Request for Quotation for all items (including multiple quote awards).

CANCELLATION

It is mutually agreed that any award made as a result of this quote may be cancelled by the vendor upon 90 days written notice by Certified Mail to the County. However, the County is hereby authorized to purchase, in accordance with the prices quoted, any quantity of materials during this 90 day interim provided the County requests delivery during this period.

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

REGULATIONS

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

SECURITY

Vendor must check with and comply with each County facility's security requirements for entry into secured facilities. County representative will provide specific instructions for entry. At a minimum, vendor will provide name, license number, and photo of personnel to be utilized for this contract.

SUBCONTRACTORS

It is expected the vendor shall have in-house capability to provide all the services required by this contract. However, should the vendor find it necessary to utilize the services of a subcontractor, the vendor shall first obtain the approval of the County. The vendor shall also require each subcontractor to adhere to applicable provisions of this contract, including obtaining the Certificate of Liability Insurance from the subcontractor(s). The utilization of any subcontractor shall not relieve the vendor from any liability or responsibility to the County pursuant to the provisions of this contract or obligate the County to the payment of any compensation to the subcontractor or additional compensation to the vendor.

MINIMUM TECHNICAL SPECIFICATIONS

A. SCOPE

Provide all labor, materials and equipment necessary to answer incoming telephone calls for Manatee County Utilities from 5:00 PM to 8:00 AM on weekdays and all day on Saturdays, Sundays and holidays. This will include unscheduled office closures (storms, hurricanes, etc.). The County holidays are:

New Year's Day
Martin Luther King, Jr. Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Thanksgiving Friday
Christmas Eve
Christmas Day

Procedures for answering calls are outlined below:

B. TELEPHONE ANSWERING PROCEDURES

1. Greeting shall be, "Manatee County Utilities, how may I help you?", after which:
 - a. Ask Caller if situation he or she is reporting is an emergency. If not, request that Caller calls back after 8:00 AM Monday through Friday.
 - b. If situation is an emergency, send text message to Verizon/Push-to-Talk-cell phone of the appropriate after-hours, on-call staff (list of persons to contact for sewer, water, lift stations and locate issues will be provided by Manatee County Utilities) which includes customer name, address, subdivision, phone number & brief description of problem. (Example: water break, water off, sewer backup, etc.) Message is to be brief and to the point. Answering service will also leave their phone number for staff to call.
 - c. A dedicated phone line shall be available for the on-call staff to reply back to the answering service. The answering service will also have the capability to receive text message responses from staff. Inform Caller that if staff has not contacted them within 15 minutes, to call back. On-call staff will reply within 15 minutes.
 - i. Answering service staff are not to repeatedly text or call on-call staff for a problem that was already acknowledged by the on-call staff.
 - ii. If answering service has not heard from on-call staff within 15 minutes, answering service shall call staff member at home. If unable to reach on-call staff either by texting or calling or at home, then:
 - iii. Answering service shall immediately call that person's supervisor. If supervisor does not respond within 15 minutes, then as a last resort the answering service shall call superintendent. The names and phone numbers will be provided on contact list.
 - d. Answering service shall not page anyone between 7:00 AM and 8:00 AM weekdays, but shall ask caller to contact Manatee County Utilities at 792-8811 after 8:00 AM. Manatee County Utilities will provide

the answering service with a limited list of extensions to provide a caller for certain emergency situations occurring between 7:00 AM and 8:00 AM weekdays only.

2. Answering Service shall have capabilities to provide either an emergency recording or provide access to Manatee County staff to make an emergency recording.

- a. In the case of a water line break or the need to supply other emergency information to callers, the answering service shall make a recording from information supplied by Manatee County or Manatee County Utilities shall call in to make a recording. This recording shall be played when customer calls come in and shall alleviate the handling of a large volume of calls due to one emergency situation & provide the caller with pertinent information possibly related to their address.

Example: Manatee County experiences a water line break affecting a large number of customers. Instead of the answering service answering all of those calls and explaining this to each customer, a message would be recorded explaining there was a break affecting a certain area. On-call staff will provide an estimated time for no water, etc. This information shall also be on the recording. Many customers in the affected area will then hang up after hearing a message that provided them with information regarding a break in their area.

- b. Caller will still have the option of speaking with an operator.
- c. This recording only applies to rare circumstances involving an emergency situation affecting a large volume of customers.

3. Manatee County Utilities Department after hours schedule procedures:

- a. The County representative (or designee) will email the After Hours "Draft" report to the answering service midweek. The contractor must acknowledge that they received the draft.
- b. The contractor will send test pages to all 'Water Line Leaks/Breaks/Low Pressure' (Water Distribution) personnel who will be on call for the upcoming week; this must be done before 2:30 pm, Thursday. **(This is required to verify that the phones are working and the phone numbers are correct.)**
- c. If there is a problem and the employee(s) did not receive the test pages, the answering service will be asked to re-send the test pages.
- d. If there are changes throughout the week (example, in personnel or phone numbers), a revised schedule will be emailed to the answering service. If the change is to the Water Distribution Division staff new test pages will need to be sent.
- e. If there are no revisions the final schedule will typically be sent on Friday.

4. In the event of a storm or other circumstance that would affect communication the answering service must have the capability to route calls to another secure location.

5. Cost per Call on Quote Form shall include any and all of the procedures listed above.

6. Manatee County shall not be billed for hang ups, no message, or telephone testing calls.

C. REPORTS

A record of all text messages from County cellular phones to the answering service shall be maintained. This data shall be provided in a searchable format such as plain text files or, preferably, in tab delimited format. The County needs to be able to script this data. The data shall be transferred securely from the provider's server and secured for the County's future access and review. All text messaging data shall include the entire message content. The answering service provider shall maintain a record of all text messages, and shall provide a monthly report of these text messages to the designated Manatee County recipient. This report shall include the content of all text messages.

The original or record copy of the logs of calls needs to be retained for a period of one year. Duplicate copies need to be retained until administrative value is lost.

1. Daily Reports shall be e-mailed to Manatee County Utilities each morning. This report shall include, at a minimum, the Manatee County employee's name, caller's name, address, phone number and problem, who was paged, date and time Contractor received call, and subdivision if known. The e-mail address for this report shall be provided to vendor after contract is awarded.
2. Monthly Reports shall be mailed at end of each month along with a copy of the invoice to: Manatee County Utilities, 4410 66th St. W., Bradenton, FL 34210. (This report shall document all calls answered for Manatee County Utilities, not just the calls paged out. This report shall briefly list problem, caller name, address, phone number and shall support the number of calls being charged on the accompanying invoice.) The Contractor shall maintain a record of all text messages, and shall provide a monthly report of these text messages to the Manatee County Utilities Senior Fiscal Manager. This report must include the content of all text messages.

This service shall be billed monthly. Mail original invoice to: Clerk of the Circuit Court, Manatee County Finance Department, P.O. Box 1000, Bradenton, FL 34206-1000. A copy of the invoice and monthly billing report to be e-mailed to the Utilities Senior Fiscal Services Manager, e-mail address to be provided.

3. Cost and Format

Cost of services shall include any costs for compiling and e-mailing the daily and compiling and mailing out the monthly reports, as requested on the Quote Form.

PLEASE PROVIDE EXAMPLES OF REPORTS GENERATED BY YOUR SOFTWARE WITH YOUR QUOTE.

4. Invoicing

Invoices should be submitted monthly with the monthly report and shall include the following:

- Number of Inbound Calls
- Number of Outbound calls
- Number of Text messages, received and sent.

All of the amounts being invoiced must match the amounts on the reports.

No charges shall be billed for any hang ups, no message, or telephone testing calls (see B. #6 on previous page).

D. ESTIMATED QUANTITIES

It is estimated that the successful vendor shall handle 300 to 600 calls per month. This call number estimate is based on usage over the past three years, growth in Manatee County, and taking into consideration possible increases due to water breaks, storms and other problems. Some months may average a low number of calls, but a month in which an emergency occurs may incur a very high volume of calls.

BASIS OF AWARD

Award shall be made to the lowest responsive, responsible quoter on an "All-or-None Total Offer" per the Quotation Form. Quoters are required to quote all items to be considered for award. If an item on the Quotation Form is not a billable item, enter "0" for the Unit Price and Extended Annual Pricing. Quoters are also required to accept the terms and conditions of this Request for Quotation and meet the specifications herein.

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.

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.

QUOTATION FORM

RFQ #16-1734CB

DATE DUE: June 14, 2016 by 3:00pm

RETURN QUOTATION VIA FAX TO (941) 749-3034 or EMAIL TO Charles.Bentley@mymanatee.org

**Manatee County Purchasing
Attention: Charles Bentley, Buyer**

We, the undersigned hereby declare that we have reviewed the quote documents and with full knowledge and understanding of the aforementioned, herewith submit our quote, meeting each and every specification, term and condition contained in this Request for Quote. We understand the quote specifications, terms and conditions in their entirety shall be made part of any agreement or contract between Manatee County and the successful bidder. Failure to comply shall result in contract default, whereupon the defaulting vendor 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 and Title of Signer) DATE: _____

COMPANY ADDRESS: _____

E-MAIL ADDRESS: _____ PHONE: (____) - _____

FAX: (____) - _____ FEID: _____ BUSINESS LICENSE #: _____

NUMBER OF YEARS COMPANY HAS BEEN IN BUSINESS: _____

	Annual Estimate		Unit Price		Extended Annual Price
Item 1: Cost per <u>call</u> received by the answering service.	5,200	x	\$ _____	=	\$ _____
Item 2: Cost per <u>call</u> from the answering service to Manatee County Staff.	2,250	x	\$ _____	=	\$ _____
Item 3: Cost per <u>text message</u> from the answering service to Manatee County Staff.	2,250	x	\$ _____	=	\$ _____
Item 4: Cost per <u>text message</u> or <u>call</u> received by answering service from Manatee County Staff	5,200	x	\$ _____	=	\$ _____
Item 5: Cost of Daily & Monthly Reports & E-mailing (Monthly Cost)	12	x	\$ _____	=	\$ _____
Item 6: Cost of dedicated line (For Manatee County Staff to call the Answering Service) (Monthly Cost)	12	x	\$ _____	=	\$ _____

TOTAL QUOTE (Sum of Items 1 through 6): = \$ _____

The Total Quote shall be all inclusive of all labor, equipment, and material necessary to perform the services described herein. Enter a zero for the Unit Price and Extended Annual Price for any line item in which you do not charge a fee.

To be submitted with your quote: One example of Daily and Monthly reports.

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

Vendor Registration

All vendors are encouraged to register with Manatee County using the on-line "Vendor Registration" web page on **www.myanatee.org**.

Enclosed is a copy of the current Manatee County law that details the County's Local Preference and definition of a Local Business.

If you assert that your firm meets the stated definition of a Local Business, we ask that in addition to registering on the County's Web page, you fill out the attached "Affidavit As To Local Business Form" that is included in this section of the quote, have the completed document notarized, and mail the original to the following address: Manatee County Administration Center, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

Your cooperation in registering your business with Manatee County will enhance our opportunities to identify sources for goods and services, plus identify Local Businesses. This information is used for soliciting quotations up to \$250,000.00 and for competitive solicitations of larger purchases.

You will note that Manatee County collaborates with the Manatee Chamber of Commerce, posting quotes on www.manateechamber.com as well as using the same vendor categories for registration.

Our staff can assist you with your registration as needed. Our office hours are 8:00 A.M. to 5:00 P.M., Monday through Friday on regular business days. Please call (941) 749-3014 if you wish to have a purchasing staff member assist you.

Quick steps to on line registration: **www.myanatee.org**

A link to "Purchasing" is listed under the "Quick Links" on page one of this County Web Site. On the left hand side of the Purchasing Web page, click on "Vendor Registration."

This will bring up the Vendor Registration form for on-line input. Please note that the definition of a "Local Business" changed on March 17, 2009. The Web page will be updated to include the current Law which has been provided in this section of the quote.

Thank you for reviewing this information and considering registering your business with Manatee County. Registration is not mandatory; however, by taking the time to register, you are helping the County to provide timely notifications of quotation, quote, and proposal opportunities to your

Section 2-26-6. Local preference, tie quotes, local business defined.

(a) Whenever a responsible local business quoter and a responsible non-local business quoter are found, upon the opening of quotes, to have both submitted the lowest responsive quote, the quote of the local quoter shall be awarded the contract. Should more than one responsible local business quoter match the responsible non-local business quoter's lowest responsive quote, or should no responsible local business quoter match the lowest responsive quote but two or more responsible non-local business quoters submit lowest responsive quotes for equal amounts, then the award of the contract shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the purchasing office and open to the public. Any quoters seeking to be recognized as local businesses for purposes of this local business preference provision may be required by the terms of the quote announcement to certify they meet the definition of local business set forth in this section, and to register as a local business with the county in the manner prescribed by the county to facilitate the county's ability to track the award of contracts to local businesses and to allow the county to provide future notifications to its local businesses concerning other quoting opportunities.

(b) Nothing herein shall be deemed to prohibit the inclusion of requirements with respect to operating and maintaining a local place of business in any invitation for quotes when the quoter's location materially affects the provisions of the services or supplies that are required by the invitation.

(c) 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.

(d) Each solicitation for quotes made by the county shall contain terms expressly describing the local business preference policies of the county, and shall provide that by electing to submit a quote pursuant to a request for quotes, all quoters are deemed to understand and agree to those policies.

(e) For all contracts for architecture, professional engineering, or other professional services governed by Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, the county shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

(f) Local preference shall not apply to the following categories of contracts:

1. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
2. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;
3. Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
4. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;

F.02 Section 2-26-6. Local preference, tie quotes, local business defined. (Continued)

5. Any quote announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county commission or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

(g) To qualify for local preference under this section, a local business must certify to the County that it:

1. Has not within the five years prior to the quote announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;
2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the quote announcement;
3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

Ref: Ordinance 09-21 and 09-23 PASSED AND DULY ADOPTED in open session, with a quorum present and voting, on the 17th day of March, 2009.

MANATEE COUNTY GOVERNMENT - AFFIDAVIT AS TO LOCAL BUSINESS
(Complete and Initial Items B-F)

A. Authorized Representative

I, [name] _____, am the [title] _____ and the duly authorized representative of: [name of business] _____, and that I possess direct personal knowledge to make informed responses to these certifications and the legal authority to make this Affidavit on behalf of myself and the business for which I am acting; and by electing to submit a quote pursuant to this Request for Quotation, shall be deemed to understand and agree to the local business preference policies of Manatee County; and that I have the direct knowledge to state that this firm complies with all of the following conditions to be considered to be a Local Business as required by the Manatee County Code of Law, Section 2-26-6.

B. Place of Business: I certify that the above business is legally authorized to engage in the sale of goods and/or services and has a physical place of business in Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one (1) fulltime employee at that location. The physical address of the location which meets the above criteria is: _____ [Initial] _____

Business Phone Number: _____

Email Address: _____

C. Business History: I certify that business operations began at the above physical address with at least one fulltime employee on [date] _____ [Initial] _____

D. Criminal Violations: I certify that within the past five years of the date of this Quote announcement, this business has not admitted guilt nor been found guilty by any court or local, state or federal regulatory enforcement agency of violation of any criminal law or administrative regulation regarding fraud. [Initial] _____

E. Citations or Code Violations: I certify that this business is not currently subject to any unresolved citation or notice of violation of any Manatee County Code provision, with the exception of citations or notices which are the subject of a legal current appeal within the date of this quote announcement. [Initial] _____

F. Fees and Taxes: I certify that this business is not delinquent in the payment of fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, with the exception of those which are the subject of a current legal appeal. [Initial] _____

Each of the above certifications is required to meet the qualification of "Local Business" under Manatee County Code of Law, 2-26-6.

Signature of Affiant _____

STATE OF FLORIDA COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by (name of person making statement).

(Notary Seal) Signature of Notary: _____

Name of Notary: (Typed or Printed) _____

Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____

Submit executed copy to Manatee County Purchasing - Suite 803 - 1112 Manatee Avenue West - Bradenton, FL 34205

CONTRACTOR'S QUESTIONNAIRE

(Must submit with Quote Form)

The Quoter warrants the truth and accuracy of all statements and answers herein contained. (Include additional sheets if necessary.)

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR QUOTE.

1. COMPANY'S NAME: _____
CO. PHYSICAL ADDRESS: _____
TELEPHONE NUMBER: () _____ FAX: () _____
2. Bidding as an; individual: ___ ; a partnership: ___ ; a corporation; ___ ; a joint venture; ___
3. If a partnership: list names and addresses of partners; if a corporation: list names of officers, directors, shareholders, and state of incorporation; if joint venture: list names and address of venturers and the same if any venturer is a corporation for each such corporation, partnership, or joint venture:

4. Your organization has been in business (under this firm's name) as a _____
for how many years? _____
5. Do you have prior experience with your personnel performing similar type work during the past five (5) years? Include name of counties, addresses, contact names, phone numbers, and job descriptions.

6. Have you ever failed to complete work awarded to you? If so, state when, where (contact name, address, phone number) and why?

7. Name three individuals, governmental entities, or corporations for which you have performed similar work and to which you refer. Include contact name and phone number:

1. _____

2. _____

3. _____

Attachment "A"

STATEMENT OF NO OFFER

REQUEST FOR QUOTATION #16-1734CB
TELEPHONE ANSWERING SERVICE

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 #16-1734CB, for the following reason(s):

- ☐ Specifications too restrictive
- ☐ Insufficient time to respond
- ☐ We do not offer this product or service
- ☐ Our schedule would not permit us to perform
- ☐ Unable to meet specifications
- ☐ Specifications unclear (explain below)
- ☐ Other (specify below)

REMARKS:

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

Company Name: _____

Company Address: _____

Telephone: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)

Attachment "B"

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 quoters or prospective quoters in restraint of freedom of competition, by agreement to quote 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 an 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 _____.

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.



Angelina M. Colonnese

CLERK OF THE CIRCUIT COURT AND COMPTROLLER OF MANATEE COUNTY

1115 Manatee Avenue West, Bradenton, Florida 34205 - Phone (941) 749-1800 - Fax (941) 741-4082
P.O. Box 25400, Bradenton, Florida 34206 - www.manateeclerk.com

ATTACHMENT C: E PAYABLES APPLICATION

Company name_____

Contact person_____

Phone number_____

Email Address_____

FINANCE USE ONLY

Open orders: YES or NO

PEID _____

CREATE DATE _____

CONFIRMED WITH _____

Name and phone number

IFAS _____

BANK _____

INITIALS _____

Return completed form to:

Via email to:

lori.bryan@manateeclerk.com

Via fax to: (941) 741-4011

Via mail:

PO Box 1000

Bradenton, FL 34206

Revised: September 30, 2015

FINANCE USE ONLY

Open orders: YES or NO

PEID _____

CREATE DATE _____

CONFIRMED WITH _____

Name and phone number

IFAS _____

BANK _____

INITIALS _____

Return completed form to:

Via email to:

lori.bryan@manateeclerk.com

Via fax to: (941) 741-4011

Via mail:

PO Box 1000

Bradenton, FL 34206

Revised: September 30, 2015