

**REQUEST FOR PROPOSAL #13-0589FL
COMMUNITY CARE FOR THE ELDERLY
EMERGENCY ALERT RESPONSE (EAR)**

Manatee County, a political subdivision of the State of Florida (hereinafter "Manatee County" or the "County") will receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, to provide Community Care for the Elderly Emergency Alert Response (EAR).

DEADLINE FOR CLARIFICATION REQUESTS: **May 2, 2013 at 5:00 PM** shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to the Manatee County Purchasing Division. This deadline has been established to maintain fair treatment for all potential bidders or Proposers, while ensuring an expeditious transition to a final agreement.

TIME AND DATE DUE: Proposals will be received until **May 10, 2013 at 2:30 P.M.** at which time they will be **publicly opened**. All interested parties are invited to attend this opening.

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Important Note: **A prohibition of Lobbying is in place. Please review paragraph A.17 carefully to avoid violation and possible sanctions.**

FOR INFORMATION CONTACT:

Blair Getz, Purchasing Division Contracts Negotiator
(941) 749-3053, Fax (941) 749-3034
Email: blair.getz@mymanatee.org
Manatee County Financial Management Department
Purchasing Division

AUTHORIZED FOR RELEASE: 

SECTION A: INFORMATION TO PROPOSERS

PROPOSERS MUST COMPLY WITH THE FOLLOWING INSTRUCTIONS TO BE CONSIDERED FOR SELECTION.

A.01 OPENING LOCATION

These proposals will be publicly opened at Manatee County Purchasing Division, 1112 Manatee Avenue West, 8th Floor, Suite 803, Bradenton, Florida 34205, in the presence of County officials at the time and date stated on the cover sheet. All Proposers or their representatives are invited to attend.

A.02 PROPOSAL INFORMATION AND PROPOSAL DOCUMENTS

Bids and Proposals on <http://www.mymanatee.org>

Bid or Proposal documents and the Notices of Source Selection related to those Bids or Proposals are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "Bids and Proposals". You may view and print these files using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the County's web page if you do not have.

Manatee County collaborates with the Manatee Chamber of Commerce on distributing solicitations using the RFP Tool web page on the Chambers website: <http://www.ManateeChamber.com> to post Bid and Proposal documents in a portable document format (.PDF) file. This step is in addition to the posting on Manatee County Government web page.

Manatee County may also use an internet service provider to distribute Bids and Proposals. A link to that service <http://www.DemandStar.com>, is provided on this website under the Tab "MyDemandStar". Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Note: The County posts the **Notice of Source Selection** seven (7) calendar days prior to COMMENCING NEGOTIATIONS with the selected firms.

IT IS THE RESPONSIBILITY OF EACH PROPOSER, PRIOR TO SUBMITTING THEIR PROPOSAL, TO CONTACT THE MANATEE COUNTY PURCHASING DIVISION (see contact information on page one of this document) TO DETERMINE IF ADDENDA WERE ISSUED AND TO MAKE SUCH ADDENDA A PART OF THEIR PROPOSAL.

A.03 REQUIREMENTS FOR FORMAT AND DELIVERY OF PROPOSALS

Any proposals received after the stated time and date will not be considered. It shall be the sole responsibility of the Proposer to have their proposal delivered to the Manatee County Purchasing Division for receipt on or before the stated time and date. If a proposal is sent by U.S. Mail, the Proposer shall be responsible for its timely delivery to the Purchasing Division. Proposals delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the Proposer's request and expense.

Proposals must be submitted in the format specified in Section C hereof. The contents of each proposal shall be **separated and arranged with tabs in the same order as listed in the Subsections within Section C** identifying the response to each specific item thereby facilitating expedient review of all responses.

A.04 CLARIFICATION & ADDENDA

Each Proposer shall examine all Request for Proposal 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 Proposal shall be made in writing through the Manatee County Purchasing Division. The County shall not be responsible for oral interpretations given by any County employee, representative, or agent. The issuance of a written addendum by the Purchasing Division is the only official method whereby interpretation, clarification or additional information can be given.

Addenda shall be posted on <http://www.mymanatee.org>.

It shall be the responsibility of each Proposer, prior to submitting their proposal, to contact the Manatee County Purchasing Division at (941)748-4501, ext. 3014 to determine if addenda were issued and to acknowledge receipt of same on the Proposal Signature page (Attachment A).

DEADLINE FOR CLARIFICATION REQUESTS: May 2, 2013 at 5:00 PM shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to the Manatee County Purchasing Division.

This deadline has been established to maintain fair treatment for all potential bidders or Proposers, while ensuring an expeditious transition to a final agreement.

A.05 SEALED & MARKED

One signed Original (marked Original) and Five (5) Copies (marked Copy) of your proposal shall be submitted in one sealed package, clearly marked on the outside "**Sealed Proposal #13-0589FL, Community Care for the Elderly Emergency Alert Response**" and addressed to:

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

A.06 LEGAL NAME

Proposals shall clearly indicate the legal name, address and telephone number of the Proposer (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the Proposer to the submitted proposal.

A.07 PROPOSAL EXPENSES

All expenses for making proposals to the County are to be borne by the Proposer.

A.08 EXAMINATION OF OFFER

The examination of the proposal and the Proposer generally requires a period of not less than ninety (90) calendar days from the date of the opening of the proposals.

A.09 DISCLOSURE

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

Proposals become subject to disclosure thirty (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 of 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 provides notice of its intended decision or, thirty (30) days after the opening of the new offers.

A.10 ERRORS OR OMISSIONS

Once a proposal is submitted, the County shall not accept any request by any Proposer to correct errors or omissions in the proposal.

A.11 DISQUALIFICATION DUE TO NON-RESPONSIVENESS

Manatee County reserves the right to find that any proposal received which does not contain all of the information, attachments, verification, forms or other information, may be considered non-responsive and therefore be disqualified from eligibility to proceed further in the RFP process.

A.12 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received by the first submission date may or may not be rejected by the County, depending on available competition and timely needs of the County. The County reserves the right to award the contract to a responsible Proposer submitting a responsive proposal, with a resulting negotiated agreement which is most advantageous and in the best interests of the County. The County shall be the sole judge of the proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the Proposer. Such information may include, but shall not be limited to: current financial statements prepared by an independent CPA; verification of availability of equipment and personnel; and past performance records.

A.13 APPLICABLE LAWS

Proposer 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 any Manatee County procurement shall be in accordance with Manatee County Code Chapter 2-26. Procedures and deadlines concerning protests related to this Request for Proposal shall be those which are set forth in § 2-26-61 of the County Code.

A.14 CODE OF ETHICS

With respect to this proposal, if any Proposer violates, directly or indirectly, the ethics provisions of the Manatee County Purchasing Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida

A.14 CODE OF ETHICS(continued)

Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Proposer will be disqualified from eligibility to perform the work described in this Request for Proposal, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids or proposals to supply goods or services to, Manatee County.

By submitting a proposal, the Proposer represents to the County that all statements made and materials submitted are truthful, with no relevant facts withheld. If a Proposer is determined to have been untruthful in its proposal or any related presentation, such Proposer will be disqualified from eligibility to perform the work described in this Request for Proposal, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids or proposals to supply goods or services to, Manatee County.

A.15 COLLUSION

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

- a. any prices and/or 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 Proposer or with any competitor;
- b. any prices and/or cost data quoted for this proposal have not been knowingly disclosed by the Proposer prior to the scheduled opening directly or indirectly to any competitor;
- c. no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition;
- d. the only person or persons interested in this proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into; and

A.15 COLLUSION(continued)

- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees.

A.16 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, 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 Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

In addition, Manatee Code of Laws Chapter 2-26 Article V prohibits the award of County contracts 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 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 reasonable 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 such a record and is therefore eligible to seek and be awarded business with the County. **Proposer is to complete Attachment "C" and submit with your proposal.**

A.17 LOBBYING

After the issuance of any Request for Proposal, prospective Proposers, or any agent, representative or person acting at the request of such Proposer shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the Request for Proposal. This prohibition includes the act of carbon copying officers, agents or employees of Manatee County on email correspondence.

A.17 LOBBYING(continued)

This requirement begins with the issuance of a Request for Proposal, and ends upon execution of the final Contract or when the Proposal has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code of Law Chapter 2-26.

A.18 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, Manatee County hereby notifies all prospective Proposers that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate 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 of contract.

A.19 AMERICANS WITH 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 the **public meetings** specified herein (i.e. Information Conference or Proposal Opening), should contact the person named on the first page of this document at least twenty four (24) hours in advance of the activity to request accommodations.

END SECTION A

SECTION B: SCOPE OF SERVICES

B.01 BACKGROUND

The Scope of Service is contingent upon the availability of funds from the West Central Florida Area Agency on Aging, Inc. The Board of County Commissioners of Manatee County, as County Lead Agency for the Community Care for the Elderly (CCE) calls for the provision of Emergency Alert Response (EAR) equipment to monitor frail homebound elderly persons (client).

1. To provide twenty four (24) hour, seven (7) days a week surveillance in a waterproof portable wireless button (EAR Unit).
2. Response to the Client generated emergency signal by the Emergency Response Center via electronic surveillance.
3. Emergency telephone communication from the Emergency Response Center to local emergency agencies such as 911, police or fire departments who are capable of directing emergency services to the Client's home.
4. To provide care with minimal disruption in the Client's life style so the Client may remain at home.

B.02 Emergency Alert Response Units of Service

Beginning July 1, 2013, Proposer shall have demonstrated the capacity to deliver, at a minimum, the following number of units for the Emergency Alert Response Service.

EAR UNITS PER WEEK OF SERVICE: 252

Monitoring service is to be delivered from July 1, 2013 to June 30, 2014 with provision for extension of Proposal for two (2) additional twelve (12) month periods. This extension is at the discretion of the Board of County Commissioners and the availability of funds, as determined by the County and the West Central Florida Area Agency on Aging.

The County incurs certain costs for transferring clients from a current contractor to a new contractor. These transfer costs are calculated as shown below and will be factored into the evaluation criteria for selection of responsive Proposers.

The following is the cost to transfer Emergency Alert Response Service clients to a new provider:

B.02 Emergency Alert Response Units of Service(continued)

- 1) Total Active Cases (Client Files): 36
- 2) Total Units of EAR Service: 1,094 per month
- 3) Total Transfer Cost: \$ 493.20
(Administrative Cost of \$13.70 Multiplied by the Number of Active Client Files)

B.03 Provider Requirements and Responsibilities

- A. Emergency Alert Response Service is the accomplishment of a community based electronic surveillance service which monitors the frail homebound elderly persons by means of an electronic communication link with a emergency response center.
- B. Home unit equipment specifications:
 1. The home unit shall consist of a waterproof portable button, carried by the Client and a communicator, attached to the Client's existing telephone. Batteries and telephone jack installation fees are costs incurred by the Provider. All equipment is to be Federal Communication Commission (FCC) approved and both the button and communicator must have proper identification numbers.
 2. The portable button shall be capable of sending a wireless signal, up to two hundred (200) feet, to a receiver located in the communicator.
 3. The communicator shall have a receiver to receive the wireless signal, a manual button for signaling an alarm directly, a reset button for signaling the arrival of help, a digital dialer, a rechargeable battery pack with charger and timer for indicating a specified period of inactivity in the home and ten (10) hours of backup in case of a power outage.
 4. The communicator shall be attached to the telephone line and shall not interfere with the normal use of the telephone. It shall have the capability of automatically seizing the telephone line even if the adjacent telephone is off the hook, dialing the number of the Emergency Response Center and giving identifying information that indicates the person having an emergency.

B.03 Provider Requirements and Responsibilities(continued)

5. The communicator shall be capable of looking for a ready signal to ensure that it is on-line with the Emergency Response Center and a confirmation signal to ensure that the message has been received.

If either of these signals is not received, the communicator must be capable of hanging up and trying again until the message has been received.

6. The system shall be useful for the visually and hearing impaired. The communicator, when activated must give visual and audible indications of the system's operation. The visual flashing light shall assist the responder to activate the reset bottom.
7. The communicator shall have a timer that allows the Client to automatically activate a signal after a specified period of inactivity in the home. The timer must have the capability of being turned off manually or at set intervals and reset by activity in the home, such as when the telephone is off the hook, or when the manual reset button is pressed. Prior to sending a time-out alarm, the communicator shall be capable of giving visual and audible signals for several minutes, prompting the Client to reset the timer. The unit shall be able to be turned off when the Client leaves the home without affecting other modes of operation.
8. The communicator shall have a battery to provide at least ten (10) hours of operation in the event of a power failure. The battery shall then automatically recharge.
9. The communicator shall have a self diagnostic program which it performs once in each twenty four (24) hour period with the Emergency Response Center with an activation required by the Client.
10. Provider must keep the clients ORIGINAL, SIGNED installment agreement in the current client's file for review when requested.

C. Twenty four (24) hour monitoring equipment specification:

1. The Emergency Response Center's equipment shall consist of a primary receiver, a backup receiver, a clock printer, a backup power supply and a telephone line monitor. The system shall be capable of continuing operations when a single element fails without causing a loss of a signal.

B.03 Provider Requirements and Responsibilities(continued)

2. The primary receiver and backup receiver shall be independent and interchangeable. Signals shall have the capability of being received and processed with only one of the receivers on-line. When a call comes into the Emergency Response Center, the receiver shall verify receipt of the message by comparing multiple transmissions.

When the message is verified a confirmation signal is sent and the telephone line is released. The receivers shall have an audible signal to indicate a message is being received and a digital message shall be visibly displayed by the receiver.

3. The printer shall be capable of printing out the time and date of the emergency signal, the Client's identification code, and emergency codes indicating active or passive alarm or responder reset.
4. The backup power supply shall provide for in excess of six (6) hours of Emergency Response Center operation in the event of a power failure.
5. The telephone line monitor shall be capable of giving visual and audible signals if the incoming telephone line is disconnected for more than ten (10) seconds.
6. Provider shall support all functions of the Home Unit as specified in paragraph 3 above.

D. Each Provider must submit written procedures for the following:

1. Procedures for performing Emergency Alert Response Services.
2. Specific procedures when an emergency signal is received.
3. Ensuring that adequate records are maintained to record and evaluate Emergency Alert Response Service for responsible fiscal management and to provide timely and accurate data, for inclusion into the Client Information Registration and Tracking System (CIRTS) by the County's Community Care for the Elderly (CCE) Lead Agency; and reports in accordance with Department of Elder Affairs requirements.

B.04 Training Requirements

- A. Provider shall provide pre-service training to all Emergency Response Center personnel on site in all operational aspects of the equipment, subscriber

B.04 Training Requirements(continued)

installation, equipment testing, and program implementation. Areas to be covered must be appropriate to job responsibilities. Training topics shall include but not limited to the record keeping system, emergency procedures, recognizing changes in Client's condition or behavior, job responsibilities, project policies and procedures. Pre-Service Training shall be documented in the Providers records as to content, duration and the individuals providing the training.

The provider shall place in the employees personnel file the subjects that have been covered and the number of training hours received.

- B. Provider shall develop in-service training for each position which identifies the training materials, course content and number of hours to be covered. A total of four hours per year of in-service training is required. Content and duration shall be documented by the Provider in staff personnel records.

B.05 Special Conditions

- A. Provider responding to this Request for Proposals for Emergency Alert Response Service must be appropriately licensed or registered with the Department of Professional Regulation, as applicable and required within the State of Florida. A copy of the appropriate license must be submitted with the response to this Proposal.
- B. Provider shall maintain detailed technical materials relating to the operational aspects and program elements of the system including technical specifications, installation, equipment testing, field coordination, physical arrangement of equipment, installation of all elements, testing procedures, emergency reporting and response procedures, servicing, equipment functioning response protocol, record keeping and reporting procedures, and written emergency procedures to be followed in the event of a crisis during the course of the monitoring.
- C. Provider must be able to install emergency alert units within ten (10) calendar days after authorization has been made by the Case Manager.
- D. Provider shall have a fully operational office, deliver monitoring service twenty four (24) hours per day, seven (7) days a week, installation service shall be Monday through Friday from 8:00 A.M. to 5:00 P.M., with sufficient staff to deliver, install, repair, monitor, supervise and administer services not later than July 1, 2013.

The Provider shall have emergency procedures whereby the Provider can be contacted after normal working hours should an emergency arise.

B.05 Special Conditions(continued)

- E. Provider shall have a staff member designated as the Emergency Alert Response (EAR) Supervisor and telephone contact person for the County Case Managers. This person shall be available from 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding holidays.
- F. Provider shall train the Client in the operation of the EAR Unit at the time the equipment is installed in the Client's home. This shall include a demonstration and test of the EAR Unit.

Written material in large print, which is easy to read, shall be given to the Client describing the use of the EAR Unit. Provider shall have the Client sign a statement that training in the proper use of the EAR Unit was received at the time of installation. This shall be placed in the Client's folder at the Emergency Alert Response Center.
- G. Provider shall comply with provisions contained in Department of Children and Family (DCF) Manual 0-10-1 regarding the reporting of unusual incidents and utilize the Unusual Incident Report Form 251.
- H. Provider shall comply with EAR service standards pursuant to the Department of Elder Affairs Program and Services Manual Chapter III-10.
- I. The Providers must submit with their Proposal, the job description of staff providing Homemaker Service to ensure that staff involved have duties clearly described in their respective job descriptions. Education and training must be appropriate for the level of responsibilities.
- J. Provider agrees that a unit of service delivered to a Client shall be documented daily, the Client's name recorded on the invoice with the monthly total of units provided to each individual Client.
- K. Provider shall have a person who speaks Spanish at the center or on call to respond to Spanish speaking Clients twenty four (24) hours a day seven days a week.
- L. The Provider shall utilize the appeal procedures as outlined in the Department of Elder Affairs Programs and Services Manual and the CCE grant application through which providers and Clients may request a fair hearing. In each step of appeal procedure, a written response shall be mailed to the Provider within ten (10) working days of the receipt of the request. Provider can obtain a copy of the appeal procedures and request for a fair hearing from the County's Representative.

B.05 Special Conditions(continued)

- M. The Provider shall be fully responsible for carrying out all functions assigned to it by the County under the terms of the agreement.
- N. The Provider shall comply with all requirements of the Health Insurance Portability and Accountability Act (HIPPA) of 1996 by agreeing to not use or disclose protected health information for any purpose other than what is allowable by contract to provide services to clients.

B.06 Liaison

- A. The Provider shall be fully responsible for carrying out all functions assigned to it by the County under the terms of the Proposal, Contract and Agreement. All activities and decisions of the Provider shall be subject to review and approval by the County's Contract Manager.

B.07 Performance Acceptance Procedures

- A. During the entire duration of the Agreement, the County Contract Manager shall monitor the performance of the Provider in terms of delivery of services, quality of services delivered, meeting scheduled time frames for implementation of services, and reviewing pre-service and in-service training requirements. The Provider shall cooperate with and assist the County's Contract Manager or designee in the delivery of services monitoring review. When deficiencies are indicated, the Provider shall take immediate action to correct the deficiencies.

B.08 Definitions

- A. County: Manatee County Government, Departments and Divisions.
- B. Provider: The entity retained by the County to perform Emergency Alert Response Services.
- C. Provider's Project Manager: The Provider's staff member with the overall responsibility and authority to make decisions on behalf of the Provider regarding the services provided to the County in accordance with the Proposal, Contract and Agreement.
- D. DOEA: Department of Elder Affairs.
- E. WCFAAA: West Central Florida Area Agency on Aging.

B.08 Definitions(continued)

- F. Community Care for the Elderly (CCE) Emergency Alert Response: Community based electronic surveillance service which monitors the frail homebound elderly by means of an electronic communication link with a emergency response center.
- G. FDLE: Florida Department of Law Enforcement.
- H. DCF: State Department of Children and Families Services

B.09 Payment and Compensation Requirements

- A. Provider office staff shall read and familiarize themselves with all areas of the service agreement with Manatee County including Payment and Compensation as stated even if they are not responsible for submitting the billing.
1. The Provider shall be paid by the County for the actual number of EAR units of service it has provided during the period. Compensation payable to the Provider for performing the scope of services shall not exceed \$_____.
 2. The Provider shall be paid on a monthly basis. The Provider shall be paid at a rate of \$_____ per unit of service provided in accordance with Scope of Service, and documented in accordance with #3 and #4 below. Year 2 rate \$_____ and Year 3 rate \$_____.
 3. To receive compensation from the County, the Contractor shall submit a "Request For Payment" form provided by the County by 5:00 P.M., on the date identified below as Due to County. Late payment requests will only be accepted for the last seven (7) days of the billing cycle. To receive compensation from the County for all other late payment requests, the Provider shall submit a "Late Request For Payment" within five (5) working days (excluding County holidays) following the date identified below as "Due to County." Any "Late Request For Payment" received after this date shall not be honored by the County and the Provider shall not be compensated for the service provided.
 4. The Provider shall submit a detailed invoice along with the "Request For Payment." The invoice shall clearly identify the services performed during the period including the dates of service, the client's name (first and last), the client's social security number, the number of units of service provided by date and the total units provided.

B.09 Payment and Compensation Requirements(continued)

5. The billing cut-off dates shall be as follows:

| <u>Month</u> | <u>Cut-Off Date</u> | <u>Number of Weeks</u> | <u>Due To Community Services</u> |
|----------------|---------------------|------------------------|--------------------------------------|
| July 2013 | July 27, 2013 | 4 | July 31, 2013 |
| August 2013 | August 24, 2013 | 4 | August 28, 2013 |
| September 2013 | September 28, 2013 | 5 | October 2, 2013 |
| October 2013 | October 26, 2013 | 4 | October 30, 2013 |
| November 2013 | November 23, 2013 | 4 | November 27, 2013 |
| December 2013 | December 28, 2013 | 5 | January 2, 2014 |
| January 2014 | January 25, 2014 | 4 | January 29, 2014 |
| February 2014 | February 22, 2014 | 4 | February 26, 2014 |
| March 4 | March 29, 2014 | 5 | April 2, 2014 |
| April 2014 | April 26, 2014 | 4 | April 30, 2014 |
| May 2014 | May 24, 2014 | 4 | May 28, 2014 |
| June 2014 | June 30, 2014 | <u>5</u> | July 3, 2014 |
| | | 52 Weeks | |

- All **daily** time sheets reviewed during the physical monitoring shall be **used** as supporting documentation to the monthly Request For Payment chosen to be reviewed and shall be **the original time sheets with original client signatures.**
- County shall give Provider prompt notice of any dispute with respect to Provider's invoice.
- The County shall remit payment for each invoice within forty-five (45) days after the receipt of an acceptable invoice.

B.10 SPECIAL CONDITIONS

- Provider shall meet the licensure certification or registration requirements set forth in F.S. Chapter 489, Part II with the Department of Professional Regulation (DPR). Provider shall submit a copy of their licensure certification or registration to the County Representative annually.
- Provider shall maintain detailed technical materials relating to the operational aspects and program elements of the system including technical specifications, installation, equipment testing, field coordination, physical arrangement of equipment, installation of all elements, testing procedures, emergency reporting and response procedures, servicing, equipment functioning response protocol, record keeping and reporting procedures, and written emergency procedures to be followed in the event of a crisis during the course of the monitoring.
- Provider shall have a fully operational office, open Monday through Friday from 8:00 A.M. to 5:00 P.M., with sufficient staff to deliver, install, repair, monitor, supervise and administer services.

B.10 SPECIAL CONDITIONS(continued)

The Provider shall have emergency procedures whereby Provider can be contacted after normal working hours should an emergency arise.

4. Provider shall have a staff member designated as the Emergency Alert Response (EAR) Supervisor and a telephone contact person for the County's Case Managers. This person shall be available from 8:00A.M. to 5:00P.M. Monday through Friday, excluding holidays.
5. Provider shall train the Client in the operation of the EAR Unit at the time the equipment is installed in the Client's home. This shall include a demonstration and test of the EAR unit. Written material, in large print, which is easy to read shall be given to the Client describing the use of the EAR unit.

Provider shall have the Client sign a statement that training in the purpose use of the EAR unit was received at the time of installation. This shall be placed in the Client's folder at the EAR Center.

6. The Provider shall comply with provisions contained in the DCF Manual 0-10-1 regarding reporting unusual incidents and utilize the Unusual Incident Report Form #251.
7. The Provider agrees to comply with the Emergency Alert Response service standards pursuant to the Department of Elder Affairs Programs and Services Manual, Chapter II-2.35, 2.36, and 2.37.
8. Provider agrees that a unit of service delivered to a Client shall be documented daily, the Client's name recorded on the invoice with the monthly total of units provided to each individual Client.
9. Provider shall have a person who speaks Spanish at the center or on call to respond to Spanish speaking Clients twenty four (24) hours a day seven days a week.
10. The Provider shall utilize the appeal procedures as outlined in the Department of Elder Affairs Programs and Service Manual and the CCE grant application through which Providers and clients may request a fair hearing. In each step of the appeal procedure a written response will be mailed to the Provider within ten (10) working days of the receipt of the request. The Provider may obtain a copy of the appeal procedures and request for a fair hearing from the County's Case Managers.

B.10 SPECIAL CONDITIONS(continued)

11. In the event the President of the United States, the Governor of the State of Florida or the Chairman of the Board of Commissioners declares a disaster or a state of emergency, the Provider shall permit the Department of Elder Affairs, or the County Administrator, or the County's Representative or their designee, to exercise authority over the Provider in order to implement emergency relief measures and/or activities to the elderly in the local disaster area. Only the Secretary or Deputy Secretary or his or her designee of the Department of Elderly Affairs or County Administrator or the County's Representative or their designee, shall have such authority to order the implementation of emergency relief measures. All actions directed by the Department of Elder Affairs or the County Administrator or the County's Representative or their designee, shall be for the purpose of ensuring the health, safety and welfare of the elderly in the disaster area.
12. Provider shall comply with Manatee County's Board of County Commissioners policy for maintaining a Drug Free Work Place.
13. The Provider shall have written policies and procedures pertaining to employees conduct to include but limited to:
 - a. Not accepting gifts from clients.
 - b. Not lending or borrowing money from clients.
 - c. Not selling or buying goods or services to or from clients.
 - d. Not giving clients home telephone numbers or addresses of employees or agent of the Provider.
 - e. Not disclosing any information concerning a client under this agreement for any purpose unless required by law or in conformity with Federal, State, or County regulations or requirements.
 - f. Reporting and notification by an employee when a client's personal property is broken by the employee.
 - g. Allegations of theft made by a client against an employee of the Provider and responsibilities for notification by the Provider to the County's Case Manager and the completion of a written incident report. If the employee is proven guilty by due process of law, payment to the client at full replacement value of any item(s) not returned or repair of the item(s) returned in damaged condition.

B.10 SPECIAL CONDITIONS(continued)

- h. Breakage of a client's personal property by an employee or agent of the Provider and the responsibilities for notification by the employee to the Provider and subsequent notification by the Provider to the County's Case Manager. The Provider shall repair or replace a client's personal property if broken or damage by an employee or an agent of the Provider. The Provider shall also reassign the employee or agent if requested by the client.
14. The Provider shall by telephone contact the County's Fiscal Section by 1:00 P.M. on Tuesday of each week to report units of EAR service provided during the previous week.
15. The Provider shall, at the request of the County's Contract Administrator or designee, participate in periodic planning and evaluation sessions, client case reviews and training sessions presented by the County.
16. The Provider shall provide services to all geographic areas of Manatee County.
17. The Provider shall not impose fees upon clients; nor shall payments, contributions, gratuities be accepted from clients, by either the Provider or employees or agents of the Provider.
18. Compensation to the Provider by the County shall be made only for authorized EAR services per this Agreement for eligible clients.
19. The Provider shall complete the Civil Rights Compliance Questionnaire, Department of Elderly Affairs Forms 101 A and B, if fifteen (15) or more persons are employed by the Provider to provide services per this Agreement to eligible clients. The Provider can obtain the forms from the County's Case Manager.
20. Where activities supported by the Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the County and the Area Agency on Aging has the right to use duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever.
21. The Provider shall maintain adequate records in order to evaluate the EAR Service, provide for responsible fiscal management, provide timely and accurate data for inclusion into the Client Information and Tracking System (CIRTS) by the County's Representative and other reports in accordance with requirements of the Department of Elder Affairs and the West Central Florida Area Agency on Aging, Inc.

B.10 SPECIAL CONDITIONS(continued)

22. This Agreement may be renewed by the mutual agreement of the parties for two (2) additional one (1) year option periods.
Such renewal shall be in writing, executed by the County's Contract Administrator and Contractor in the form of an Addendum to the agreement and approved by the Board of County Commissioners.

END SECTION B

SECTION C: FORM OF PROPOSAL

This section identifies specific information which must be contained within each proposal. The contents of each proposal shall be **separated** and **arranged with tabs** in the same order as listed in **Sections C.01, through C.04**, identifying the response to each specific item.

The information that you provide shall be used to determine those Proposers with perceived ability to perform the Scope of Services as stated in this Request for Proposal which may overall best meet the needs of Manatee County. A review with those Proposers reasonably susceptible of being selected for award may be conducted for the purposes of clarification of both ability and benefit to Manatee County. See Section D. Selection.

C.01 MINIMUM QUALIFICATIONS (Licensing) TO BE CONSIDERED

To qualify for any consideration, the Proposer(s) must present proof of any licensing, certification and/or registration which will be required by law to perform the services set out in the scope of services required in this RFP.

Proposals may be presented by a single business entity, a joint venture, or partnership.

After Manatee County staff validates the Minimum Qualifications have been met, those Proposals found to be in compliance will be considered by the evaluation committee.

C.02 ADMINISTRATIVE SUBMITTAL

- a. Proposal Signature Form (Attachment A).
- b. Public Contracting and Environmental Crimes Certification (Attachment C).
- c. Background Screening Affidavit of Compliance Employer (Exhibit A)

C.03 INFORMATION TO BE SUBMITTED REGARDING PROPOSER(S)

Prior to any consideration of the responses to the criteria in this Request for Proposal, Proposers are to document in their Proposals they have the following experience:

Note: Tabs are required to identify each item defined in this Section.

C.03 INFORMATION TO BE SUBMITTED REGARDING PROPOSER(S)(continued)

- a. Proposers shall have substantial, current and verifiable experience in performing the services described within the scope of services set forth herein.

To validate experience, expertise and capabilities, Proposers shall provide a list of clients for whom your firm has provided similar Emergency Response Services (EAR) within the last two (2) years. Such information should include, but not be limited to:

Name, title, address and phone number of the organization(s) or individual(s) provided as references(s), the date (by month and year) when these services were provided.

- b. Provide a description of each Proposers' **background and size**. Provide a general statement of qualifications to include Proposers' professional credentials, legal status, and experience in providing the service enumerated in this Request for Proposal.
- c. Submit a narrative **explaining the direct economic benefit to Manatee County to be realized by selecting Proposer(s)**. Please include a discussion of the employment, subcontracting, and support services contracting which would be procured within Manatee County.
- d. Provide an **explanation of the Proposers' legal capacity** to perform all parts of the scope of services. Include a description of corporate or other structure and governance, and detail the legal, financial, and technical capabilities of Proposer(s) relevant to performing the scope of services. If more than one Proposer is teaming up to file a proposal, any prior work any two or more joint proposers have done before should be detailed.
- e. Identify each **principal of the firm and other "key personnel"** who will be professionally associated with the County. Do not include personnel that will not have a key role in providing services. Describe their respective areas of expertise.

For each identified person, provide the following:

- Full Name
- Title
- Professional credentials
- Area of expertise, individual's roles and duties in providing services
- Office address
- Email address
- Telephone number
- Personalized resumes which identify the qualifications, training and experience of each key personnel

C.03 INFORMATION TO BE SUBMITTED REGARDING PROPOSER(S)(continued)

- f. **Local Office, Procurement, Hiring.** Gaining maximum economic impact is paramount. Proposer(s) should therefore describe whether the managing office will be located within the County, and detail what plans and policies will be adopted to help ensure County citizens receive preferential consideration for employment, and vendors located within the County will be used as suppliers of goods and services needed to perform the scope of services.
- g. Disclose **any ownership interest in other entities** involved in these services which might reasonably be selected to perform work under the scope of services set forth in this Request for Proposal. This ownership disclosure shall be included, whether such ownership occurs by the Proposer through a parent, subsidiary or holding company or any other form of business entity. Submit entity names and the percent of ownership for each.
- h. **Provide authorization for a Manatee County auditor and/or financial analysts to have access to your financial records at the primary location of the business entity** explained in response to item C.03.6, or such other location as may be agreed, for the purposes of verifying your financial representations, review and assessment of the historical and current financial capacity of your business entity and its expected ability to meet ongoing financial obligations to the County as proposed in this proposal to Manatee County. The County's audit and /or financial analyst agents will report their findings in a summary report to the Manatee County Purchasing Official, which will be placed in the proposal files for subsequent use and review.
- i. Cost - Provide unit cost for a three year period, number of staff and cost analysis. (Use attached forms Appendix I.
- j. Implementation Plan - Include steps and time frame proposer will follow to have the office fully operational so as to deliver two hundred fifty two (252) units of service weekly for approximately thirty six (36) clients beginning July 1, 2013. Describe screening, hiring procedures and time frames required for meeting Department of Elderly Affairs (DOEA) submission deadlines to the Florida Department of Law Enforcement (FDLE) and Department of Children and Family Services (DCF) Abuse Registry for all personnel who are employed.
- k. Scheduling System - Describe in detail the system that will be used to ensure delivery of the approximately two hundred fifty two (252) units of Emergency Alert Response Services (EAR) weekly to thirty six (36) clients.

C.03 INFORMATION TO BE SUBMITTED REGARDING PROPOSER(S)(continued)

- i. Personnel and Table of Organization - Include the number of personnel by job titles. Provide job descriptions and organizational chart for the office.

Identify staff member designated as the EAR representative and a telephone contact person.
- m. Resumes of Management and Administrative Personnel - Please attach copies of all resumes.
- n. Data Recording Procedures - Describe procedures for implementing changes in care plans, documenting service delivery in client files, reporting and billing for units of service and unduplicated count on the monthly billing report, worker activity reports, service provision logs, performance evaluation of employees, and include samples of forms which will be used.
- o. Financial Capability - Include documentation for fulfilling availability of cash reserves.
- p. Training Program - Include content outline, hours scheduled dates for training, and instructor qualifications for pre-service and in-service training.
- q. Telephone Service - Describe how toll-free phone service will be provided for all geographic areas of Manatee County as required.
- r. Organizational Experience - Provide a brief history of your organization and its activities. Describe the organization's experience in providing EAR Service as outlined in this Request For Proposal, including similar services delivered under other contracts with governmental or non-profit entities. Give contract amount(s) and dates of service. Provide the names of two (2) references who can address the quality of delivered service(s). References will be contacted to verify quality of delivered services.
- s. Specify the office and its' location of the business entity which is to be the primary location of the principal and key and key personnel. List the key personnel at that location. For the remaining key personnel detail at what locations(s) they will work from and how they will provide management or technical support from the locations that they will work from.
- t. The Providers must submit with their Proposal, the job description of staff providing EAR Service to ensure that staff involved have duties clearly described in their respective job descriptions. Education and training must be appropriate for the level of responsibilities.

C.03 INFORMATION TO BE SUBMITTED REGARDING PROPOSER(S)(continued)

- u. Submit a narrative explaining the direct economic benefit to Manatee County to be realized by selecting your firm. During the term of this engagement detail the employment, subcontracting, and support services contracting as economic stimulus that your entity may generate that would directly benefit Manatee County.
- v. Have any contracts for EAR Services held by your organization ever been canceled or terminated before the end of the contract? If yes, please explain.
- w. Submit any other information which would assist the County in the evaluation of your proposal.

END SECTION C

SECTION D: SELECTION

D.01 EVALUATION FACTORS

Evaluation of proposals will be conducted by an evaluation committee. The committee's goal will be to identify the proposal which will overall best meet the needs of Manatee County as determined from the proposals received and subsequent investigation by the County. General factors to be applied will be: (1) the perceived ability of the Proposer(s) to perform the Scope of Services as stated in this Request for Proposal in the most timely and efficient manner possible, (2) the legal, technical and financial capabilities of Proposer(s), and (3) the experience of Proposer(s).

These evaluation factors shall determine the successful proposal.

D.02 RELATIVE IMPORTANCE OF EVALUATION FACTORS

Unless noted, no weight will be assigned to the Evaluation Factors stated above.

D.03 PRELIMINARY RANKING

An evaluation committee shall determine from the responses to this Request for Proposal and subsequent investigation as necessary, the Proposer(s) most qualified to be selected to negotiate an agreement.

D.04 REVIEW OF PROPOSERS AND PROPOSALS

In-person reviews may be conducted with responsible Proposers who are deemed reasonably susceptible of being selected for award, for the purposes of assuring full understanding of: (a) conformance to the solicitation requirements, (b) the abilities of the Proposer, and (c) the proposal submitted.

Proposers shall be available for presentations to and interviews with the evaluation committee, upon reasonable notification from the Purchasing Division. The date(s) and time(s) of any such presentations / interviews shall be determined solely by the County, and may be closed to the public in the discretion of the Purchasing Official, and to the extent permitted by law.

D.05 SELECTION FOR NEGOTIATION

The evaluation committee will make a recommendation to the County Administrator as to the proposer which the County should enter into negotiations. The County Administrator will act upon that recommendation and, if accepted, the successful Proposer will be invited to enter negotiations led by the Purchasing Division.

D.06 AWARD

Award of an agreement is subject to the successful negotiations and the approval of either the County Administrator or the Board of County Commissioners (as provided for in the current Purchasing Code and Procurement Procedures).

END SECTION D

SECTION E: NEGOTIATION OF THE AGREEMENT

E.01 GENERAL

The following general terms and conditions apply to the proposal submitted for consideration and the subsequent negotiations:

- a. The proposal will serve as a basis for negotiating an agreement, but not compel adherence to its terms or conditions.
- b. Upon submission, all proposals become the property of the County which has the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposal whether or not the proposal is accepted.
- c. All products and papers produced in the course of this engagement become the property of the County upon termination or completion of the engagement.

E.02 AGREEMENT

The selected Proposer shall be required to negotiate an agreement, in a form and with provisions acceptable to Manatee County.

Negotiated Agreements may or may not include all elements of this RFP or the resulting successful proposal where alternative terms or conditions become more desirable to the County, and the parties agree to such terms.

The parties will negotiate the term of the agreement, and the circumstances in which it may be renewed, assigned or terminated.

The parties will negotiate matters of insurance, liability, record-keeping, auditing, and all other relevant contractual matters.

END SECTION E

ATTACHMENT A

**PROPOSAL SIGNATURE FORM
RFP #13-0589FL**

The undersigned represents that by signing the proposal, that he/she has the authority and approval of the legal entity purporting to submit the proposal, and that all of the facts and responses set forth in the proposal are true and correct. If the proposer is selected by the County to negotiate an agreement, the undersigned certifies that the proposer's negotiators will negotiate in good faith to establish an agreement to provide the services described in the Scope of Services of this Request for Proposal.

Print or Type Proposer's Information Below:

| | |
|--|---------------------------------|
| _____ | _____ |
| Name of Proposer | Telephone Number |
| _____ | |
| Street Address | |
| _____ | _____ |
| Email Address | Web Address |
| _____ | _____ |
| Print Name & Title of Authorized Officer | Signature of Authorized Officer |
| _____ | |
| Date Signed | |
| Acknowledge Addendum No. _____ | Dated: _____ |
| Acknowledge Addendum No. _____ | Dated: _____ |
| Acknowledge Addendum No. _____ | Dated: _____ |

ATTACHMENT B

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.mymanatee.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 the **last page** in this section of the proposal, have the completed document notarized, and mail the original to the following address: Manatee County Government Purchasing Division, 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 bids 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.mymanatee.org

A link to "Purchasing" is listed under the "Quick Links" on page one of the 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 "local business" is defined in the Purchasing Code.

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, bid, and proposal opportunities to your business.

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

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

- a) Whenever a responsible local business bidder and a responsible non-local business bidder are found, upon the opening of bids, to have both submitted the lowest responsive bid, the bid of the local bidder shall be awarded the contract. Should more than one responsible local business bidder match the responsible non-local business bidder's lowest responsive bid, or should no responsible local business bidder match the lowest responsive bid but two or more responsible non-local business bidders submit lowest responsive bids 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 bidders seeking to be recognized as local businesses for purposes of this local business preference provision may be required by the terms of the bid 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 bidding 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 bids when the bidder'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 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.
- d) Each solicitation for bids 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 bid pursuant to a request for bids, all bidders 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.

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

- 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;
 5. Any bid 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 bid 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 bid 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: Manatee County Purchasing Code § 2-26-6.

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 **proposal** pursuant to this **Request for Proposal**, 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 § 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]_____

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 **proposal** 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 **proposal** announcement. [Initial]_____

F. Fees and Taxes: I certify that within 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 legal current appeal. [Initial]_____

Each of the above certifications is required to meet the qualification of "Local Business" under Manatee County Code § 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, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

ATTACHMENT C

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 _____
[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 amount 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 _____, 200____ 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.

**APPENDIX I
RFP#130589FL**

PROPOSAL SUMMARY AND COST ANALYSIS

I. PROPOSAL SUMMARY

A. Name of Organization: _____

B. Emergency Alert Response (EAR)

1. Unit cost (7/1/13 - 6/30/14) \$ _____

2. Unit Cost (7/1/14 - 6/30/15) \$ _____

3. Unit Cost (7/1/15 - 6/30/16) \$ _____

4. Number of immediate staff
(FTE) assigned to Emergency Alert
Service on July 1, 2013. _____

EXHIBIT A

BACKGROUND SCREENING

Affidavit of Compliance - Employer

AUTHORITY: This form is required annually of all employers to comply with the attestation requirements set forth in section 435.05(3), Florida Statutes.

- The term "employer" means any person or entity required by law to conduct background screening, including but not limited to, Area Agencies on Aging, Aging Resource Centers, Aging and Disability Resource Centers, Lead Agencies, Long-Term Care Ombudsman Program, Serving Health Insurance Needs of Elders Program, Service Providers, Diversion Providers, and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.
- A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities; and volunteers." § 430.0402(1)(b), Fla. Stat.

ATTESTATION:

As the duly authorized representative of _____
Employer Name

located at _____
Street Address City State ZIP code

I, _____ do hereby affirm under penalty of perjury
Name of Representative

that the above named employer is in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes, regarding level 2 background screening.

Signature of Representative Date

STATE OF FLORIDA, COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____ (Name of Representative) who is personally known to me or produced _____ as proof of identification.

Print, Type, or Stamp Commissioned Name of Notary Public

Notary Public