



**REQUEST FOR QUOTATION: #12-2174CB**

**WARRANTY & NON-WARRANTY HEWLETT-PACKARD PRINTER REPAIR  
SERVICE**

**DATE ISSUED: JULY 2, 2012**

**DATE DUE: JULY 11, 2012 at 3:00 P.M.**

For Information Contact: Charles Bentley, Buyer  
Phone: (941) 749-3036 Fax: (941) 749-3034  
[charles.bentley@mymanatee.org](mailto:charles.bentley@mymanatee.org)

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**THIS IS NOT AN ORDER**

**DESCRIPTION**

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.

AUTHORIZED TO RELEASE: DWW

## **GENERAL CONDITIONS**

### **PURPOSE**

It is the intent of Manatee County to purchase warranty and non-warranty printer repair service on an "as required" basis for Manatee County Government's Information Technology Department. The specific purpose of this quotation is to establish an annual contract, effective July 16, 2012, for the required services and to secure the cost and availability of the services for procurement.

### **SPECIFICATIONS**

Vendors must submit quotes strictly in accordance with specifications. Each variance to these specifications must be specifically stated by the vendor on the quotation 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.

### **CLARIFICATION**

It shall be the responsibility of all vendors to request any additional clarification of the contents herein. Clarification will be furnished by written addendum from Purchasing. Vendors shall not accept any verbal or telecommunication explanation as authorized clarification of the contents herein.

### **TAXES**

Manatee County is exempt from Federal and State Sales Taxes.

### **QUALITY GUARANTEE AND REMEDIAL CLAUSE**

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.

### **QUALITY TERMS**

The County reserves the right to reject any or all materials used in the work, if in its judgment the materials reflect unsatisfactory results, or manufacturing defects.

### **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 not be rejected by the County depending on available competition and current needs of the County.

**REGULATIONS**

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

**COLLUSION**

All vendors, by virtue of submitting their quote, certify that it is without any previous understanding, agreements or connections with any persons, firm or corporation submitting a quote for same, and is in all respects fair and without collusion or fraud.

**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.

**LOBBYING**

After the issuance of any Request for Quote, prospective quoters, or any agent, representative or person acting at the request of such quoter shall not contact, communicate with or discuss any matter relating in any way to the Request for Quote with any officer, agent or employee of Manatee County other than the Purchasing Official, or as directed in the Request for Quote. This prohibition begins with the issuance of any Request for Quote and ends upon the execution of a purchase order, or when the Request for Quote has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code.

**PRICES AND TERMS**

Vendors shall quote hourly rate as indicated on the Quotation Form. This price shall be used for payment and shall be deemed to include payment in full for all transportation and labor involved in providing the required services.

**MATHEMATICAL ERRORS**

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

**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.

**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

The County of Manatee, Florida, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR Part 8) issued pursuant to such Act, hereby notifies all vendors that it will affirmatively ensure that in any contract entered into pursuant to this invitation, minority business enterprises will be afforded full opportunity to submit quotes in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration of an award.

**AWARD**

Award will be made to the responsive, responsible quoter having the lowest total offer meeting specifications.

**CANCELLATION**

The purchase order shall be subject to immediate cancellation if either product or service does not comply with the specifications, terms, or conditions stated herein. Products or services which do not comply with the specifications, terms or conditions stated herein will be returned and no payment for such defective items shall be due.

**RENEWAL**

The purchase order resulting from this Request for Quote shall be automatically renewable at the same terms and conditions for an additional three (3) twelve-month periods after the first, 12-month term (for a total contract duration of four years) unless cancelled by Manatee County or the Vendor.

**SERVICE**

Service shall be defined as repairs to all equipment specified herein as a result of normal operational failures. Service shall be performed Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays. Service shall be performed within twenty-four (24) hours of the initial service call (Next Business Day). **The vendor must be an authorized Hewlett Packard service provider.**

**EXEMPTIONS FROM SERVICE**

Service shall cover full maintenance for all Hewlett-Packard printers that are owned by Manatee County while subject contract is in force.

The vendor shall not be liable for any costs incurred repairing equipment that becomes inoperative due to abuse by County personnel, acts of God, etc., that are beyond the control and without fault or negligence on the part of the vendor. Any major repairs resulting from intentional abuse of the printer must be completely documented and forwarded to Purchasing for authorization to proceed with repair.

**ADDITIONS/DELETIONS**

The number of printers covered under this service contract may be added or deleted from the contract by the County on an as needed basis throughout the duration of the contract.

## INSURANCE COVERAGE

The quoter will not commence work under a contract until all insurance under this section, and such insurance coverage as might be required by the County, has been obtained. Minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy) shall be as follows:

### a. Workers' Compensation/Employers' Liability

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Worker's Compensation Act, the Longshoremen's and Harbor Worker's Compensation Act or any other coverage required by the contract documents which are customarily insured under Part One of the standard Worker's Compensation Policy.

Part Two - The minimum amount of coverage for the coverage required by the contract documents which are customarily insured under Part Two of the standard Worker's Compensation Policy shall be:

\$ 100,000	(Each Accident)
\$ 500,000	(Disease-Policy Limit)
\$ 100,000	(Disease-Each Employee)

### b. Commercial General Liability

The limits are to be applicable only to work performed under this contract and shall be those that would be provided with the attachment of the Amendment of the Limits of Insurance (Designated Project of Premises) endorsement (ISO Form GC 25 03) to a Commercial General Liability Policy with the following minimum limits:

Products/Completed Operations Aggregate	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 300,000
Fire Damage (Any one fire)	\$ 1,000,000
Medical Expense (Any one person)	\$ 1,000,000

### c. Business Auto Policy

Each Occurrence Bodily Injury and Property	
Damage Liability Combined	\$ 300,000
Annual Aggregate (If Applicable)	Three times each occurrence limit.

### d. Owners Protective Liability Coverage

The minimum OPC Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the quoter shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability Coverage. The limits afforded by the OPC Policy and any excess policies shall apply only to the Owner and the Owner's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

e. Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the three above paragraphs a., b., and c., shall be filed with the Purchasing Director before operations are begun. The required certificates of insurance shall not only name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the quote number, project title and location of project. Insurance shall remain in force at least one (1) year after completion and acceptance of the project by the County, insurance in the amounts and types as stated herein, coverage for all products and services completed under this contract.

**ADDITIONAL INSURED: Manatee County, a political subdivision of the State of Florida, shall be specifically named as additional insured on all policies.**

If the initial insurance expires prior to completion of operations and or services by the quoter, renewal certificates of insurance and required copies of policies shall be furnished by the quoter and delivered to the Purchasing Director thirty (30) days prior to the date of their expiration.

## **BASIS OF AWARD**

Award will be made on a Total Quote basis to the responsive, responsible quoter having the lowest total quote listed on the Quote Form. Quoters shall quote each item for their quote to be responsive.

It is the intent of the County to place orders with the lowest priced responsive, responsible quoter who can provide the services at the time needed. However, the County reserves the right to place orders with other vendors in the event of an urgent, immediate need and the availability of the services requested cannot be met by the lowest price vendor at the time of need.

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.

## **MINIMUM TECHNICAL SPECIFICATIONS**

Manatee County Information Technology requires warranty and non-warranty printer repair service for various printers on an "as required" basis for various locations throughout Manatee County. The printers covered by this repair service contract are mostly LaserJet printers, but may include some InkJet and DesignJet printers too.

1. DesignJet Models: 5500
2. InkJet Models: 1200, 2300, 2800
3. LaserJet Models: 1100, 1160, 1200, 1320N, 1600, 2300N, 2420, 2430, 2500, 2500CM Pro, 2550, 2600DN, 2650, 3700, 3800, 4100, 4200, 4300DTN, 4350DTN & TN, 4550, 4600, 5500DN & HDN, 5550, 8100N, 8150, 4, 5, 6, 6MP & L, P3010, 4650, 4700, P2015, P3005, CP2025, CP3505, CP3525, CP4020, CP4525N, P3015, 8000, M3027, M3035, M602X, P4010, P4015, P4515

Repairs shall be on-site to various locations throughout Manatee County.

Service shall be performed within twenty-four (24) hours of the initial service call (Next Business Day).

**Vendor must be an authorized and certified Hewlett Packard service provider.**

Vendor must have the ability to repair all variety of desktop printers.

**RETURN THE ATTACHED QUOTATION FORM TO:  
MANATEE COUNTY PURCHASING, ATTENTION: CHARLES BENTLEY,  
FAX (941) 749-3034 NO LATER THAN WEDNESDAY JULY 11, 2012 AT 3:00 P.M.**



## MINIMUM TECHNICAL SPECIFICATIONS

Manatee County Information Technology requires warranty and non-warranty printer repair service for various printers on an "as required" basis for various locations throughout Manatee County. The printers covered by this repair service contract are mostly LaserJet printers, but may include some InkJet and DesignJet printers too.

1. DesignJet Models: 5500
2. InkJet Models: 1200, 2300, 2800
3. LaserJet Models: 1100, 1160, 1200, 1320N, 1600, 2300N, 2420, 2430, 2500, 2500CM Pro, 2550, 2600DN, 2650, 3700, 3800, 4100, 4200, 4300DTN, 4350DTN & TN, 4550, 4600, 5500DN & HDN, 5550, 8100N, 8150, 4, 5, 6, 6MP & L, P3010, 4650, 4700, P2015, P3005, CP2025, CP3505, CP3525, CP4020, CP4525N, P3015, 8000, M3027, M3035, M602X, P4010, P4015, P4515

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**Vendor must be an authorized and certified Hewlett Packard service provider.**

Vendor must have the ability to repair all variety of desktop printers.

**RETURN THE ATTACHED QUOTATION FORM TO:  
MANATEE COUNTY PURCHASING, ATTENTION: CHARLES BENTLEY,  
FAX (941) 749-3034 NO LATER THAN FRIDAY JULY 6, 2012 AT 3:00 P.M.**

**QUOTATION FORM**  
**RFQ #12-2174CB WARRANTY & NON-WARRANTY**  
**PRINTER REPAIR SERVICE**

We, the undersigned declare that we have reviewed the quote documents and with full knowledge and understanding of the, herewith submit our quote.

We propose to furnish warranty and non-warranty printer repair services on an "as required" basis for the Information Technology Department. No quantities are guaranteed. Additional printers may be added throughout the course of the agreement by an authorized representative from Manatee County Information Technology.

Estimated Annual Number of Hours:                      50

Labor Rate per Hour:    \$           

Total Annual Rate (hours X rate):                      \$           

Parts Mark-up               %

\_\_\_\_\_  
Company Name    Phone Number                      Fax Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Address    City, State, Zip

\_\_\_\_\_  
Authorized Signature    Print Name of Contact

Date

**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. LICENSE # and COMPANY'S NAME: \_\_\_\_\_  
 CO. PHYSICAL ADDRESS: \_\_\_\_\_  
 TELEPHONE NUMBER: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_
2. Quoting 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. Describe and give the date and owner of the last three similar services within the past five (5) years you've completed which are similar in cost, type, size, and nature as the one proposed (for a public entity). Include project description, project location, total project amount, contact name and phone number, and completion date:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
6. Have you ever failed to complete work awarded to you? If so, state when, where (contact name, address, phone number) and why?  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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8. 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. 

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2. 

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3. 

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## **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](http://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 included in this section of the bid, 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 bids on [www.manatee-chamber.com](http://www.manatee-chamber.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](http://www.mymanatee.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 bid.

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.

(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;

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

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: Ordinance 09-21 and 09-23 **PASSED AND DULY ADOPTED** in open session, with a quorum present and voting, on the 17<sup>th</sup> 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 bid pursuant to this Invitation for Bids, 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]

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 Bid 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 bid 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 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 W., Bradenton, FL 34205**



## ATTACHMENT A

### STATEMENT OF NO OFFER

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

Manatee County Purchasing  
1112 Manatee Avenue West, Eighth Floor  
Bradenton, Florida 34205

We, the undersigned, have declined to quote on RFQ #12-1209CB for the following reason(s):

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

REMARKS: \_\_\_\_\_

We understand that if we do not submit a 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 \_\_\_\_\_  
 [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 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 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.