



MANATEE COUNTY GOVERNMENT

REQUEST FOR QUOTATION: #13-1736CB

TELEPHONE ANSWERING SERVICE

DATE ISSUED: June 7, 2013 DATE DUE: June 26, 2013, 3:00pm

Manatee County Government
Purchasing Division, Suite 803
1112 Manatee Avenue West
Bradenton, FL 34205
For Information Contact: Charles Bentley
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Charles.Bentley@mymanatee.org

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

It shall be the responsibility of all vendors to request any additional clarification of the contents herein. Clarification deadline is June 19, 2013 at 3:00pm. 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.

Manatee County, a political subdivision of the State of Florida, (hereinafter "Manatee County" or the "County") will receive quotations from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Florida or authorized to conduct business in the State of Florida.

Important Note: A prohibition of Lobbying has been enacted. Please review paragraph (page 2) carefully to avoid violation and possible sanctions.

GENERAL CONDITIONS

PURPOSE

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

SPECIFICATIONS

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

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.

RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all quotes, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the quote and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County.

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.

TAXES

Manatee County is exempt from Federal and State Sales Taxes.

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.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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 offerors 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.

AUTHORIZED PRODUCT REPRESENTATION

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

QUALITY GUARANTEE

If any product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this quote, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. Also, the vendor shall refund to Manatee County any money which has been paid for same. The vendor will be responsible for attorney fees in the event the supplier defaults and court action is required.

USE OF TRADE NAMES

Brand or trade names referenced in the specifications are for comparison purposes only. Vendors may submit quotes on items manufactured by other than the manufacturer specified. In these instances quotes must be accompanied with all descriptive information necessary for a thorough evaluation of the proposed material or equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variances from, or exceptions taken to the specifications. Failure of any vendor to furnish this data will be cause for rejection of the specified item to which it pertains.

INDEMNIFICATION

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

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.

PRICES AND TERMS

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

CONTRACT TERM

This contract shall be for a period of one year, commencing from date of award, unless renewed or terminated as provided in this quote document.

RENEWAL

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

PRICE ADJUSTMENTS FOR RENEWAL PERIODS

Prices shall remain firm for the first twelve month base contract term. Requested price changes for the remaining terms may be adjusted in accordance with the Consumer Price Index for Urban Wage Earners Series ID CWUSA321SA0. The base index shall be the index effective on the date of award. The index used for each successive renewal period shall be the effective index on the date of renewal.

The maximum acceptable increase for any renewal term shall be the percentage calculated in accordance with the method described in the Consumers Price Index from the Bureau of Labor Statistics.

The example below illustrates the method by which Pricing shall be adjusted:

INDEX POINT CHANGE

Commodity _____ Index	115.2 (Renewal Index)
Commodity _____ Index	<u>112.8</u> (Base Index or previous Index)
Equals Index Point Change	2.4 Index Point Change

INDEX PERCENT CHANGE

Index Point Change from above	2.4
Divided by Base Index (or previous Index)	112.8
Equals	0.0213 or 2.13 Percent

CANCELLATION

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

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

PAYMENT

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

WARRANTY

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

MATERIAL SAFETY DATA SHEET

It shall be the responsibility of the awarded quoter to submit, upon notification of award, a Material Safety Data Sheet (MSDS) for all toxic substances in accordance with Florida Statutes Chapter 442, The Right To Know Law, which mandates on-site MSDS for all toxic substances appearing in the work place.

BASIS OF AWARD

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

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

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

MINIMUM TECHNICAL SPECIFICATIONS

SCOPE OF WORK

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

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

Procedures for answering calls are outlined below:

TELEPHONE ANSWERING PROCEDURES

A. Greeting shall be, "Manatee County Utilities, how may I help you?", after which:

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

- B. Answering Service shall have capabilities to provide either an emergency recording or provide access to Manatee County staff to make an emergency recording.
1. In the case of a water line break or the need to supply other emergency information to callers, the answering service shall make a recording from information supplied by Manatee County or Manatee County Utilities shall call in to make a recording. This recording shall be played when customer calls come in and shall alleviate the handling of a large volume of calls due to one emergency situation & provide the caller with pertinent information possibly related to their address.
 Example: Manatee County experiences a water line break affecting a large number of customers. Instead of the answering service answering all of those calls and explaining this to each customer, a message would be recorded explaining there was a break affecting a certain area. On-call staff will provide an estimated time for no water, etc. This information shall also be on the recording. Many customers in the affected area will then hang up after hearing a message that provided them with information regarding a break in their area.
 2. Caller will still have the option of speaking with an operator.
 3. This recording only applies to rare circumstances involving an emergency situation affecting a large volume of customers.
- C. Manatee County Utilities Department after hours schedule procedures:
1. The County representative (or designee) will email the After Hours "Draft" report to the answering service midweek. The contractor must acknowledge that they received the draft.
 2. The contractor will send test pages to all 'Water Line Leaks/Breaks/Low Pressure' (Water Distribution) personnel who will be on call for the upcoming week; this must be done before 2:30 pm, Thursday.
(This is required to verify that the phones are working and the phone numbers are correct.)
 3. If there is a problem and the employee(s) did not receive the test pages, the answering service will be asked to re-send the test pages.
 4. If there are changes throughout the week (example, in personnel or phone numbers), a revised schedule will be emailed to the answering service. If the change is to the Water Distribution Division staff new test pages will need to be sent.
 5. If there are no revisions the final schedule will typically be sent on Friday.
- D. In the event of a storm or other circumstance that would affect communication the answering service must have the capability to route calls to another secure location.
- E. Cost per Call on Quote Form shall include any and all of the procedures listed above.
- F. Manatee County shall not be billed for hang ups, no message or testing telephone calls.

REPORTS

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

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

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

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

C. Format, Cost

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

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

ESTIMATED QUANTITIES

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

**QUOTATION FORM
RFQ #13-1736CB**

DATE DUE: Wednesday, June 26, 2013 by 3:00pm

RETURN QUOTATION VIA FAX TO (941) 749-3034 or EMAIL TO Charles.Bentley@mymanatee.org
Manatee County Purchasing
Attention: Charles Bentley, Buyer

We, the undersigned hereby declare that we have reviewed the quote documents and with full knowledge and understanding of the aforementioned, herewith submit our quote, meeting each and every specification, term and condition contained in this Request for Quote. We understand the quote specifications, terms and conditions in their entirety shall be made part of any agreement or contract between Manatee County and the successful bidder. Failure to comply shall result in contract default, whereupon the defaulting vendor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

(Print Name and Title of Signer) DATE: _____

COMPANY ADDRESS: _____

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

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

NUMBER OF YEARS COMPANY HAS BEEN IN BUSINESS: _____

	Annual Estimate	x	Unit Price	=	Extended Annual Pricing
Item 1: Cost per <u>call</u> received by the answering service.	4,500	x	\$ _____	=	\$ _____
Item 2: Cost per <u>call</u> from the answering service to Manatee County Staff.	2,250	x	\$ _____	=	\$ _____
Item 3: Cost per <u>text message</u> from the answering service to Manatee County Staff.	2,250	x	\$ _____	=	\$ _____
Item 4: Cost per <u>text message or call</u> received by answering service from Manatee County Staff	4,500	x	\$ _____	=	\$ _____
Item 5: Cost of Daily & Monthly Reports & E-mailing (Monthly Cost)	12	x	\$ _____	=	\$ _____
Item 6: Cost of dedicated line (For Manatee County Staff to call the Answering Service) (Monthly Cost)	12	x	\$ _____	=	\$ _____

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

The Total Quote shall be all inclusive of all labor, equipment, and material necessary to perform the services described herein.

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

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

Vendor Registration

All vendors are encouraged to register with Manatee County using the on-line "Vendor Registration" web page on www.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.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 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 17th day of March, 2009.

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

A. Authorized Representative

I, [name] _____, am the [title] _____
and the duly authorized representative of: [name of business] _____

_____, and that I possess direct personal knowledge to make informed responses to these certifications and the legal authority to make this Affidavit on behalf of myself and the business for which I am acting; and by electing to submit a 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.

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

is: _____ [Initial]

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

B. 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]_

C. 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] _

D. 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

CONTRACTOR'S QUESTIONNAIRE

(Must submit with Quote Form)

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

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR QUOTE.

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

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

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

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

1. _____
2. _____
3. _____

ATTACHMENT "A"

STATEMENT OF NO QUOTE

If you do not intend to quote 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 #13-1736CB 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 5,
MANATEE COUNTY PURCHASING CODE

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

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

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

whose business address is: _____

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

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

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

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

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

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

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF

PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

[Signature]

STATE OF FLORIDA
COUNTY OF _____

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

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.