



REQUEST FOR QUOTATION: #13-1848GE
HANDYMAN SERVICES

Date Issued: June 5, 2013
Due Date: June 20, 2013 at 3:00PM to

**MANATEE COUNTY PURCHASING,
ATTN: GEORGE EARNEST,
At FAX: 941-749-3034 or
E-MAIL: george.earnest@mymanatee.org**

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

Important Note: A prohibition of Lobbying has been enacted. Please review the paragraph on (page 3) carefully to avoid violation and possible sanctions.

CLARIFICATION

It shall be the responsibility of all quoters to request any additional clarification of the contents herein from George Earnest CPPB, Buyer via email (george.earnest@mymanatee.org) or fax (941) 749-3034. Clarification deadline is June 13, 2013 at 3:00pm, with no requests allowed after that time. Clarification will be furnished by written addendum from Purchasing. Quoters shall not accept any verbal or telecommunication explanation as an authorized clarification of the contents herein.

The following must be completed, signed and submitted with the Quotation Price Form:

- Contractor's Questionnaire & References..... Pages 8-9
Insurance Requirements Compliance Submittal Pages 10 – 13

The following is optional and may be submitted with the Quotation Price Form:

- Manatee County Local Preference Law and Contractor Registration Pages 14-17

GENERAL CONDITIONS

PURPOSE

It is the intent of Manatee County to secure handyman services on an **as required** basis for a four (4) year term. Blanket purchase orders will be awarded to one or more qualified Contractors to ensure the needs of the County are met in a timely manner.

TERM AGREEMENT AND RENEWAL

If not canceled by the Contractor or the County, **this agreement shall be automatically renewed** beyond the first 12-month period for three (3) additional 12-month periods not to exceed a total contract duration of 48 months providing there are no changes of terms or conditions. Should the awarded Contractor(s) choose not to renew the agreement, the County reserves the right to terminate the contract with that Contractor and select the next qualified quoter or solicit a new Request for Quotation.

TAXES

Manatee County is exempt from Federal and State Sales Taxes.

QUALITY TERMS

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

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, to increase or decrease quantities and to add related goods or services to meet additional or reduced requirements of the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County.

WARRANTY

The Contractor shall provide a warranty for all materials or equipment purchased as a result of this quote, against parts failure or malfunction due to design, construction, or installation, errors in assembly or components, defective materials and workmanship, for a minimum of one (1) year from date of acceptance.

REGULATIONS

It shall be the responsibility of each Contractor 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 Contractors, 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.

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 Director, 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.

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.

BASIS OF AWARD

Award shall be to the responsive, responsible quoter having the lowest Total Quote Price. Contractors must quote all items for their quote to be considered responsive. Prices submitted shall include costs for furnishing all labor, equipment and/or materials for the completion of the Work in accordance with all specifications and requirements as listed herein. The County reserves the right to make multiple awards.

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

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. The Manatee County Local Preference Law and Registration is provided with this quote request. Contactors that qualify for local preference are encouraged to submit with their quote response the completed Local Preference Affidavit provided.

END OF GENERAL CONDITIONS

TECHNICAL SPECIFICATIONS

SCOPE

The Contractor shall provide services on an "as needed" basis. Skills required shall include, but not be limited to door repairs, window repairs, siding repairs, screen work, drywall and stucco installation and repairs and carpentry work.

QUALIFICATIONS OF THE CONTRACTOR

The successful Contractor shall have a Florida Contractor's License. The Contractor shall have been in business for at least three (3) years in Florida at the same address and shall possess a license to do business in Florida. The Contractor shall provide three (3) references for the same type of work on the Contractor's Questionnaire/Reference form provided and submitted with the quote response. The Contractor shall also show the ability to provide the insurance coverage required under the Insurance and Bonding Requirements Compliance Submittal provided. The worksheet portion of the Insurance Requirements shall be completed and submitted with the quote response.

DESCRIPTION OF THE WORK

Furnish all labor, material and tools to professionally perform (with minimal supervision) any maintenance or repair request related to, but not limited to:

- Door repairs – adjustments to hinges, repair or replacement of hardware, closures, handles, toe kicks, door stops, locks, frames;
- Window repairs – adjustments to window frames and hardware, replacing windows, installing blinds;
- Siding repairs of various types;
- Screening repairs and installation;
- Drywall repairs including finishing to match textures;
- Stucco repairs including finishing to match textures;
- Cabinet and countertop, hardware replacement, installation and or replacement;
- Carpentry work, wood and metal framing, siding and finish work as needed.

EXECUTION OF WORK

The primary goal of this contract is the speedy acquisition of services. The Contractor's timely responsiveness is critical. Upon notification of a need for services the Contractor shall acknowledge the request and shall be expected to prepare a free quote for presentation to the County. Once the quote is accepted by the County the Contractor shall begin repairs within 24 hours from time of notification. Emergency situations will not require a quote and response times shall be within two (2) hours to the jobsite.

GENERAL WORK INFORMATION

Generally, work shall be performed during normal weekday hours, 8:00AM to 5:00PM, Monday through Friday, excluding holidays, in accordance with a work schedule pre-approved by the County. However, there may be weekend or evening work depending on the needs of the County. Weekend and evening work shall be priced at the Other Than Normal Hours rate.

The Contractor must report to the designated contact person at both arrival and departure.

The Contractor's employees shall confine their operations to those areas indicated by the County, and shall conform to all site rules and regulations affecting the work and work area. These rules include, but are not limited to:

- Not passing into areas beyond the designated limits of the work;
- Keeping public areas free of waste materials;
- Professional conduct, acceptable attire and hygiene;
- Removal of all rubbish from the worksite (above and below the ceiling) and all areas are to be cleaned to "as found" conditions before leaving the premises;
- Observe all safety codes while on County property.

WORK REQUIREMENTS

It is the Contractor's responsibility to:

- Report any work related deficiencies immediately in writing on a service report with recommendations for rectifying such deficiencies;
- Once repair measures have been approved and authorized by the County, the Contractor shall commence work as soon as possible thereafter;
- Notify the County when finished so that repairs/work can be tested for proper operation;
- Provide written service reports detailing all repairs or service work done at the site at the completion of the work. The service reports shall include:
 - Arrival and departure times of every person on the job,
 - Date(s) work is performed,
 - Location of work,
 - Type of work performed;
- Provide a listing of all parts and materials approved and used (parts and materials, if not provided by the County, shall be priced at the Percentage Markup Over Cost as quoted);
- Obtain a signature of the site contact person;
- Leave a hard copy of the service report with the contact person prior to leaving the site. The service report must be signed by the County representative.

INVOICES AND PAYMENTS

It is required that all invoices match the service reports performed for the specific job including;

- Blanket Purchase Order Number and Release Order Number;
- Hours on site;
- Parts cost (Parts and materials will be reimbursed at the Percentage Markup Over Cost as quoted; a copy of Contractor's material invoices must be submitted);
- Invoices must be itemized;
- Do not charge for "Miscellaneous" supplies or parts;
- Do not charge for travel time.

UNSUCCESSFUL SERVICES

In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the County and given a time frame to correct the work. There will be no cost to the County for these corrections. If work is not corrected, or if the Contractor fails to perform any required service within the time frame given, the County reserves the right to obtain the service of an alternate Contractor. Deductions of the cost of such substitute will be made from the primary Contractor's payments. Exemptions may be given by the County if notified of any delays, problems or conflicts that may arise during the course of a particular project. Repetitive unsatisfactory performance shall result in the termination of contract and a transfer of the award to the next lowest responsive and responsible Contractor.

END OF TECHNICAL SPECIFICATIONS

QUOTATION PRICE FORM: HANDYMAN SERVICES

RFQ #13-1848GE

PLEASE RETURN THIS QUOTE TO
 MANATEE COUNTY PURCHASING,
 ATTN: GEORGE EARNEST,
 AT FAX: 941-749-3034 OR

E-MAIL: george.earnest@mymanatee.org

DATE DUE: JUNE 20, 2013 NO LATER THAN 3PM VIA FAX OR E-MAIL

We propose to furnish Handyman Services per the specifications at the following prices:

ITEM	DESCRIPTION	RATE OR %	MULTIPLIER	EXTENDED PRICE
1	Normal Working Hours Labor Rate	\$	X 100 HOURS =	\$
2	Other Than Normal Working Hours Labor Rate	\$	X 25 HOURS =	\$
3	Percentage Markup Over Cost For Parts & Materials	%	X \$100 =	\$
TOTAL QUOTE PRICE FOR AWARD (sum of items 1 to 3 Extended Prices)			\$	

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;

Company Name: _____ Date: _____

Address: _____ Zip: _____

Phone #: _____ Fax #: _____

Signature of Representative / *Print name & title of signer*

Email address: _____

REQUEST FOR QUOTATION 13-1848GE

HANDYMAN SERVICES

CONTRACTOR'S QUESTIONNAIRE & REFERENCES

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR QUOTE

1. Licensed Florida Business:

Yes _____ No _____ (check one) for _____ continuous years';

Current Florida Business License # _____ Expiration: _____

Florida Contractor's License # _____ Expiration: _____

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

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

Company Name: _____

REQUEST FOR QUOTATION 13-1848GE

HANDYMAN SERVICES

CONTRACTOR'S QUESTIONNAIRE & REFERENCES

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR QUOTE

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

A. CUSTOMER NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE NO: _____ SERVICE PERIOD: _____

SERVICE
DETAILS: _____

B. CUSTOMER NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE NO: _____ SERVICE PERIOD: _____

SERVICE DETAILS: _____

C. CUSTOMER NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE NO: _____ SERVICE PERIOD: _____

SERVICE DETAILS: _____

Company Name: _____

Attachment "C"

Insurance and Bonding Requirements

The Contractor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in the Insurance and Bonding attachment of this solicitation. The Contractor shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work.

The County and the Contractor waive against each other and the County's separate Contractors or Subcontractors agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Contractor and County shall, where appropriate, require similar waivers of subrogation from the County's separate Contractors or Subcontractors and shall require each of them to include similar waivers in their contracts.

Manatee County shall be responsible for purchasing and maintaining, its own liability insurance.

Certificates issued as a result of the award of this solicitation must identify "For any and all work performed on behalf of Manatee County."

The General Liability Policy provided by Contractor to meet the requirements of this solicitation shall name Manatee County, Florida, as an additional insured as to the operations of Contractor under this solicitation and shall contain a severability of interests provisions.

Manatee County Board of County Commissioners shall be named as the Certificate Holder. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Manatee County. The "Certificate Holder" should read as follows:

Manatee County
Board of County Commissioners
Bradenton, Florida

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in Insurance and Bonding attachment, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Contractor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Contractor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Contractor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the scope of work by the County or as specified in this solicitation, whichever is longer.

The Contractor and/or its insurance carrier shall provide 30 days written notice to the County of policy cancellation or non-renewal on the part of the insurance carrier or the Contractor. The Contractor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Contractor from its insurer and nothing contained herein shall relieve Contractor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Contractor hereunder, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

Should at any time the Contractor not maintain the insurance coverage(s) required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Contractor for such coverage(s) purchased. If Contractor fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due Contractor under this Agreement or any other agreement between the County and Contractor. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s)

purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Contractor shall furnish to the County renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Contractor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate any and all contracts.

Insurance and Bonding Requirements Compliance Submittal (mandatory)

Insurance / Bond Type	Required Limits
1. <input checked="" type="checkbox"/> Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements
2. <input checked="" type="checkbox"/> Employer's Liability	<u>\$500,000</u> single limit per occurrence
3. <input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage <u>\$500,000</u> single limit per occurrence, \$500,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
4. <input checked="" type="checkbox"/> Indemnification	To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless Manatee County, its officers and employees from and against all claims, suits, actions, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees; caused or contributed to by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.
4. <input checked="" type="checkbox"/> Automobile Liability	<u>\$ 300,000</u> Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included
5. <input type="checkbox"/> Other insurance as noted:	<input type="checkbox"/> Watercraft \$ _____ Per Occurrence <input type="checkbox"/> United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence <input type="checkbox"/> Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence <input type="checkbox"/> Aircraft Liability coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the Services under this Agreement. \$ _____ Per Occurrence <input type="checkbox"/> Pollution \$ _____ Per Occurrence <input type="checkbox"/> Professional Liability \$ _____ per claim and in the aggregate <ul style="list-style-type: none"> • \$1,000,000 per claim and in the aggregate • \$2,000,000 per claim and in the aggregate <input type="checkbox"/> Project Professional Liability \$ _____ Per Occurrence <input type="checkbox"/> Valuable Papers Insurance \$ _____ Per Occurrence
6. <input type="checkbox"/> Bid bond	Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the County Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Manatee County Board of County Commissioners on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corp.

7. Performance and Payment Bonds

For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

8. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide County with certificates of insurance meeting the required insurance provisions.
9. Manatee County must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.
10. The Certificate Holder shall be named as Manatee County Board of County Commissioners, OR, Board of County Commissioners in Manatee County, OR Manatee County Government, OR Manatee County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Manatee County.
 Thirty (30) Days Cancellation Notice required.

Contractor's Insurance Statement

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of this solicitation.

Name of Firm _____ Date _____

Contractor Signature _____

Print Name _____

Insurance Agency _____

Agent Name _____ Telephone Number _____

MANATEE COUNTY LOCAL PREFERENCE LAW AND CONTRACTOR REGISTRATION

Contractor Registration

All Contractors are encouraged to register with Manatee County using the on-line "Contractor 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 quote, have the completed document notarized, and mail the original to the following address: Manatee County Administration Center, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

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

You will note that Manatee County collaborates with the Manatee Chamber of Commerce, posting quotes on www.manateechamber.com as well as using the same Contractor 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 "Contractor Registration."

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

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

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

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

county's ability to track the award of contracts to local businesses and to allow the county to provide future notifications to its local businesses concerning other quoting opportunities.

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

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

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

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

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

1. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;

2. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;

3. Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;

4. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;

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

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

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

1. Has not within the five years prior to the quote announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;

2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the quote announcement;

3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

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

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

A. Authorized Representative

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

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

Business Phone Number: _____

Email Address: _____

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

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

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

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

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

Signature of Affiant _____

STATE OF FLORIDA COUNTY OF _____

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

(Notary Seal) Signature of Notary: _____

Name of Notary: (Typed or Printed) _____

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

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