



MANATEE COUNTY FLORIDA

REQUEST FOR QUOTATION #14-2190BS

UTC FACILITIES COMMANDER SYSTEM INTEGRATOR, SOFTWARE AND HARDWARE MAINTENANCE SERVICES

DATE ISSUED: August 12, 2014

DUE DATE: September 8, 2014 at 3:00pm

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

For Information Contact: Bonnie Sietman, Senior Buyer
P 941.749.3046 F 941.749.3034
bonnie.sietman@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 shall be in accordance with the General Terms and Conditions, and Specific Terms and Conditions.

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.

INFORMATION CONFERENCE

In order to insure that all prospective quoters have sufficient information and understanding of the County's needs, an information conference will be held **Tuesday, August 19, 2014 at 9:30am** at the Manatee County Administration Building located at 1112 Manatee Avenue West, Purchasing – Suite 803, Bradenton, FL 34205. It shall be the responsibility of all quoters to request any additional clarification of the contents herein. Clarification deadline is August 20, 2014 at 3:00pm. Clarification will be furnished by written addendum from Purchasing. Quoters shall not accept any verbal or telecommunication explanation as authorized clarification of the contents herein.

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

AUTHORIZED TO RELEASE: DWW

GENERAL TERMS AND CONDITIONS

QUOTE FORMS

Quotes shall be submitted on attached County forms, although additional pages may be attached. Quoters shall fully comply with all Quotation Documents, terms, and conditions.

AMERICAN DISABILITIES ACT

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an **Information Conference** or **Bid Opening** should contact the person named on the first page of this Quote Document at least twenty-four (24) hours in advance of either activity.

AUTHORIZED PRODUCT REPRESENTATION

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

CLARIFICATION & ADDENDA

Each quoter shall examine all Request for Quote documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Quotes shall be made through the Manatee County Purchasing Office. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this Request for Quotation, the County will attempt to notify all prospective quoters who have secured same, however, it shall be the responsibility of each quoter, prior to submitting their quote, to contact the Manatee County Purchasing Office (see contact on page 1) to determine if addenda were issued and to make such addenda a part of their quote.

CODE OF ETHICS

With respect to this quote, if any Quoter violates or is a party to a violation of the Code of Ethics of Manatee County per Manatee County Purchasing Code Ordinance 08-43, Article 3, Ethics in Public Contracting, and/or the state of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Quoter may be disqualified from performing the work described in this quote or from furnishing the goods or services for which the quote is submitted and shall be further disqualified from submitting any future quotes or proposals for work or for goods or services for Manatee County.

The County anticipates that all statements made and materials submitted in a quote will be truthful. If a quoter is determined to be untruthful in its quote or any related presentation, such quoter may be disqualified from further consideration regarding this Request for Quotation.

COLLUSION

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

- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other quoter or with any competitor;
- b. any prices and or cost data quoted for this quote have not been knowingly disclosed by the quoter and will not knowingly be disclosed by the quoter, prior to the scheduled opening, directly or indirectly to any other quoter or to any competitor;
- c. no attempt has been made or will be made by the quoter to induce any other person or firm to submit or not to submit a quote for the purpose of restricting competition;

- d. the only person or persons interested in this quote, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this quote or in the contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by quoter for purpose of doing business.

DISCLOSURE

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

Quotes/Proposals become subject to disclosure 30 days after the Opening or if a notice of intended award decision is made earlier than this time as provided by Florida Statute 119.071(1)(b). No announcement or review of the offer shall be conducted at the public opening. If the County rejects all offers and concurrently notices its intent to reissue the solicitation, initial offers are exempt until the County provide notice of its intended decision or, 30 days after the opening of the new offers

DISCOUNTS

Any and all discounts shall be incorporated in the prices contained in the quote; and not shown separately. The prices as shown on the quote form shall be the price used in determining award(s).

DISQUALIFYING CRIMINAL MATTERS; CERTIFICATION REQUIRED

A person or affiliate who has been placed on the State's convicted supplier list following a conviction for a public entity crime, as that term is defined in Florida Statute s. 287.133, may not submit a quote, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a quote, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit quotes, proposals, or replies on leases of real property to a public entity; s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted supplier list. may not be awarded or perform work as a supplier, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted supplier list.

In addition, the Manatee County Code prohibits the award of any contract to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of an environmental law that, in the reasonable opinion of the purchasing official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible manner; To ensure compliance with the foregoing, the Code requires all persons or entities desiring to contract with the County to execute and file with the purchasing official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have a such a record and is therefore eligible to seek and be awarded business with the County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A confirming Criminal Matters Certification Affidavit is attached for this purpose.

DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the Quotation Documents, all equipment, materials and articles incorporated in the work covered by this contract shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Quotation Documents, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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

INDEMNIFICATION

The successful supplier covenants and agrees to indemnify and save harmless the County, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting 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.

IRREVOCABLE OFFER

Any quote may be withdrawn up until the date and time set for opening of the quote. Any quote not so withdrawn shall, upon opening, constitute an **irrevocable offer for a period of 90 days** to sell to Manatee County the goods or services set forth in the attached specifications until one or more of the quotes have been duly accepted by the County.

LEGAL NAME

Quotes shall clearly indicate the legal name, address and telephone number of the quoter. Quotes shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the quoter to the submitted quote.

LOBBYING

After the issuance of any Invitation for Bids or Request for Quotation, prospective quoters, proposers or any agent, representative or person acting at the request of such quoter or proposer shall not contact, communicate with or discuss any matter relating in any way to the Invitation for Bids or Request for Quotations with any officer, agent or employee of Manatee County other than the Purchasing Director or as directed in the Invitation for Bids or Request for Quotations. This prohibition begins with the issuance of any Invitation for Bids, or Request for Quotations, and ends upon execution of the final contract or when the invitation or request has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code.

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

MATHEMATICAL ERRORS

Quotes submitted shall be based on the quantities stated on the Quote Form. Quantities shall be used for the comparison of Quotes. Payment to the Supplier will be made based on the actual quantity of work completed and accepted at the date of payment request, in accordance with the terms of the contract.

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

MBE/WBE

The State of Florida, Office of Supplier Diversity provides the certification process and the database for identifying certified MBE/WBE firms. This service may be directly accessed at: <http://www.osd.dms.state.fl.us/iframe.htm>

If you have any questions regarding this State service, please contact their office at (850) 487-0915.

MODIFICATION OF QUOTATION DOCUMENTS

If a quoter wishes to recommend changes to the Quotation Documents, the quoter shall furnish in writing, data and information necessary to aid the County in evaluating the request to modify the Quotation Documents. The County is not obligated to make any changes to the Quotation Documents. Unless an addendum is issued as outlined in Article A.04, the Quotation Documents shall remain unaltered. **Quoters shall fully comply with the Quotation Documents, terms, and conditions.**

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 supplier 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 supplier shall refund to Manatee County any money which has been paid for same. The supplier will be responsible for attorney fees in the event the supplier defaults and court action is required.

QUOTE EXPENSES

All expenses for submitting quotes to the County are to be borne by the quoter.

REGULATIONS

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

RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all quotes, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the quote and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County. For all items combined, the quote of the lowest responsive, responsible quoter will be accepted, unless all quotes are rejected. The lowest responsible quoter shall mean that quoter who makes the lowest quote to sell goods and/or services of a quality which conforms closest to or most exceeds the quality of goods and/or services set forth in the attached Quotation Documents or otherwise required by the County, and who is fit and capable to perform the quote as made.

To be responsive, a quoter shall submit a quote which conforms in all material respects to the requirements set forth in the Request for Quotation. To be a responsible quoter, the quoter shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any quoter to deliver the goods or service requested. Information the County deems necessary to make this determination shall be provided by the quoter. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

ROYALTIES AND PATENTS

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

TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes (F.E.T. Exempt Cert. No. 59-78-0089K and FL Sales Tax Exempt Cert. No. 51-02-027548-53C); therefore, the quoter is prohibited from delineating a separate line item in his quote for any sales or service taxes. Nothing herein shall affect the quoter's normal tax liability.

INSURANCE

The Supplier will not commence work under a contract until the Supplier has obtained all insurance under this section and such insurance coverage as might be required by the County. The Supplier shall obtain, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

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 Workers' Compensation Act or any other coverage required by the contract documents which are customarily insured under Part One of the standard Workers' 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 Workers' Compensation Policy shall be:

<u>\$100,000</u>	(Each Accident)
<u>\$500,000</u>	(Disease-Policy Limit)
<u>\$100,000</u>	(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 Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 03) to a Commercial General Liability Policy with the following minimums:

Products/Completed Operations Aggregate	<u>\$2,000,000</u>
Personal and Advertising Injury	<u>\$1,000,000</u>
Each Occurrence	<u>\$ 300,000</u>
Fire Damage (Any One Fire)	<u>\$1,000,000</u>
Medical Expense (Any One Person)	<u>\$1,000,000</u>

c. Business Auto Policy

Each Occurrence Bodily Injury and Property Damage Liability Combined	<u>\$500,000</u>
Annual Aggregate (If Applicable)	Three Times Each Occurrence Limit

d. Certifications of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the Purchasing Manager before operations are begun. The required certificates of insurance shall 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 year after completion and acceptance of the project by the County, in the amounts and types as stated herein, including coverage for all products and services completed under this contract.

ADDITIONAL INSURED: - The successful Supplier shall specifically name Manatee County, a political subdivision of the State of Florida, as additional insured on the insurance certificate for commercial general liability and auto liability where required.

Complete Policies – The entire and complete insurance policies required herein shall be provided to the County on request.

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

Nothing herein shall in any manner create any liability of the County in connection with any claim against the Supplier for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the Supplier or his sureties to the County or to any workers, Suppliers, material men or employees.

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

BE GREEN

All Vendors/bidders/quoters/proposers (as applicable) are encouraged to use as many environmentally preferable “green” products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. Environmentally preferable are products or services that the reduced adverse effect on the environment. Provide detail of your organization’s initiative and its ability to meet the goal of environmental sustainability.

SPECIFIC TERMS & CONDITIONS

PURPOSE

It is the intent of Manatee County to establish an annual agreement to procure, on an "as required" basis UTC Facilities Commander System Integrator, Software, and Hardware Maintenance Services for Manatee County Government. It is the specific purpose of this quotation to establish an agreement for the required services to secure the cost and availability.

BLANKET ORDER

Blanket Purchase Order shall be issued as a result of this Request for Quotation. A Blanket Purchase Order number, when accompanied by a valid Release Order number provided by an authorized County employee shall authorize services on an "As Required Basis".

CANCELLATION

It is mutually agreed that any award made as a result of this quotation may be cancelled by the Vendor upon ninety (90) days written notification 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 ninety (90) day interim provided the County requests delivery during this period.

The County reserves the right to terminate an agreement (or item award) by giving thirty (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 agreement. The County also reserves the right to terminate this agreement for the convenience of the County, with or without cause.

MATERIAL SAFETY DATA SHEETS

It shall be the responsibility of the awarded quoter, 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 (if applicable).

PAYMENT

Within forty-five (45) days after completion of services by the Vendor, acceptance by the County, and presentation of an appropriate invoice, the County shall pay the total amount due. Payment invoices shall indicate both the Blanket Purchase Order number and the Release Order number.

PRICING

Quoters shall quote specific services as referenced on the Quotation Form. All pricing shall include discounts in accordance with unit of quantity indicated on Quotation Form. The prices quoted shall be used for payment and shall include payment in full for all transportation, labor, on-site service, reports, and equipment used in delivering all services to the respective laboratories located in Manatee County.

PRICE ADJUSTMENTS FOR RENEWAL PERIODS

Prices shall remain firm for the first twelve month term. Requested price changes may be adjusted on the anniversary date of award of this agreement provided that upon review by the County of Vendor supplied documentation a price increase may be warranted. If the County should consider said increase unwarranted or unreasonable, the County reserves the right to refuse request, terminate the agreement with the Vendor and select a second Vendor, or re-advertise.

RENEWAL AND TERMINATION

If not cancelled by the Vendor or the County, the awarded Blanket Purchase Order(s) shall be automatically renewed beyond the first 12-month agreement for two (2) additional 12-month periods, not to exceed thirty-six (36) months provided there are no changes in prices, terms, or conditions.

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.

WARRANTY, MAINTENANCE SERVICE, AND SUPPORT

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 specification listed in this quotation, the Vendor shall pick up the product from the County at no expense to the County. Also, the Vendor shall refund to Manatee County any money which has been paid for same. The Vendor shall be responsible for attorney fees in the event the Vendor defaults and court action is required.

MINIMUM TECHNICAL SPECIFICATIONS

SCOPE OF SERVICES

Quotations are solicited on behalf of Manatee County to establish an annual agreement with a certified UTC Facilities Commander System Integrator, Software, and Hardware Maintenance Service. Additional support and services associated with this service include American Dynamics and Genetec Video monitoring, repairs, maintenance, and the associated software licenses and systems.

Section A - The installation, programming, troubleshooting, and **software support** of current and any additional UTC Facility Commander head-end and sub-controllers. Data base management and call center support staffed by experienced technicians providing telephone support, tracking trouble spots, and dispatch technicians for on-site emergency and non-emergency service calls shall be included in this agreement.

Section B - Full service maintenance and repair (24/7 agreement) support for all cameras, video controls, intercoms, and **Facility Commander Wnx (with ACU's)** security system and software, door controls, central command messaging, camera call ups, panic buttons, UPS power supplies, camera systems, transformers, and the associated door electronic security hardware throughout the entire Manatee County Judicial Center and Historic Court House.

Section C - Repairs, maintenance, installation, software updates and service on all hardware, equipment, and servers associated with the **American Dynamics** and the **Genetec** video system and software systems presently used at the Manatee County Detention Center, Juvenile Assessment Center, and throughout Manatee County.

Section D - The repair, maintenance, and installation of **Facility Commander** door readers, magnets, strikes, panic buttons, and any other associated hardware and software and the repair, maintenance, and installation of cameras, intercoms, and any other associated hardware and software at any site throughout Manatee County.

ANNUAL SOFTWARE SUPPORT AGREEMENTS AND SYSTEM LICENSES (Section A)

The Vendor shall supply annual Software Support Agreements (SSA's) and Operational licenses as shown below:

- 1) The annual licensing or SSA's for 400 cameras connected to the American Dynamics Video System and 22 clients for this video system in use at the Detention Center and Juvenile Processing center.
- 2) The annual licensing or SSA's for 512 readers, 8 clients, and 4 badging clients for the Facility Commander system in use by the County.
- 3) The annual licensing or SSA's for 256 readers, 10 clients, and 1 badging client for the MSO Facilities Commander access system in use at the Judicial Center and Historic Court House.
- 4) The annual licensing or SSA's for 250 cameras and 10 clients connected to the MSO Genetec Video system in use at the Judicial Center, Historic Court House, and Desoto Center.
- 5) The annual licensing or SSA's for 250 cameras and 10 clients for the Genetec Video System in use by the County at various buildings / facilities throughout Manatee County.

MINIMUM QUALIFICATIONS OF VENDORS:

The information provided shall be used to determine a Vendors ability to perform the Scope of Services as stated in this Request for Quotation.

1. The Vendor shall present copies of certifications and any current valid licensing that may be required in and by the State of Florida to provide the services required in this agreement. Vendor shall currently and continuously be UTC Facilities Commander Wnx (with ACU's) certified throughout the duration of this agreement. The Vendor shall also be Genetec Certified and American Dynamics Certified or provide certified subcontractors (approved by Manatee County) and their applicable certifications for the duration of this agreement.
2. The Vendor shall provide copies and current valid licensing for the State of Florida as a Low Voltage Contractor along with all subcontractors needing Manatee County approval prior to award.
3. If the Vendor chooses to use a sub-contractor (approved by Manatee County prior to award) all labor and all parts shall be invoiced by the awarded Vendor of this agreement. All invoices shall be forwarded to the Manatee County Clerk of the Circuit Court (Finance) at the quoted rate. The awarded Vendor shall be responsible for invoices and for their sub-contractors payment.

AUTHORIZATION TO ENTER SECURE MANATEE COUNTY FACILITIES – BACKGROUND CHECKS:

Manatee County Sherriff's Office (MSO), (including, but not limited to: Manatee Sherriff's Office,, Judicial Center (JC), Detention Center, and the Historical Court House) requires a FDLE (Florida Department of Law Enforcement) background check on all employees and / or sub-contracted employees prior to accessing any software via remote access, or physical access.

The Vendor shall make arrangements to conduct the background checks. The MSO shall exercise all reasonable speed to determine and convey to the Vendor an individual's access authority. In addition, the MSO reserves the right to perform additional random background checks on employees or sub-contractors after the initial check. The cost for these background checks are the responsibility of the MSO.

24/7/365 - COMPLETE SERVICE INFORMATION - Judicial Center and Historic Court House - only

The Vendor agrees to maintain, in full operable condition, ALL components related to the access control system and the CCTV system located in the Judicial Center and Historic Court House. The Vendor may perform all work needed during normal business hours.

All equipment repairs, maintenance, diagnostic, parts, materials, consumables, and all associated expenses are to be included in the annual cost.

The Vendor shall provide solutions that meet the needs of a fully secure and monitored facility.

The Vendor agrees to provide normal / non-emergency service within an agreed time frame when the service call is routine in nature but shall not exceed 48 hours (not including weekends and holidays).

If the Manatee County Property Management Department or the MSO deems the service (hardware or software) to be an emergency the Vendor agrees to respond within 4 (four) hours of notice (either written or verbal), 24/7/365.

Manatee County shall be responsible for all 110 vac power circuits used to energize lower voltage power supplies. The Vendor is responsible for all other power transformers and power supplies that operate the system.

This 24/7/365 service agreement shall also include all associated low voltage wiring, strikes, magnets, position switches, power supplies, electric solenoids, camera's, call up systems, miscellaneous supplies, and camera operational software and controls.

This 24/7/365 service agreement also includes the maintenance, repair, and upgrades to the UTC application software.

24/7/365 - COMPLETE SPARE PARTS INFORMATION - Judicial Center and Historic Court House - only

The Vendor shall maintain a supply of repair parts **on site** to be used in the Manatee County Judicial Center and the Historic Court House. Property Management shall supply a secure cabinet within the Judicial Center. The Vendor shall provide a lock for the cabinet and maintain the minimum spare parts inventory at all times. A list of the minimum spare parts inventory shall be displayed on the exterior of the cabinet. Manatee County may inspect the inventory upon request when the Vendor is on site and available for an inventory review.

The following is the minimum inventory parts list. These parts are to remain the Vendors on site inventory and owned by the Vendor. If the Vendor uses a part from the inventory it is to be replaced promptly.

List of required inventory:

1. One, ACUXL control panel
2. Four, RRE04 reader boards
3. Two, analog fixed Panasonic cameras
4. One, 16 channel encoder Axis 7210 or replacement equal
5. Two, IP fixed Panasonic cameras
6. Two, 1MP IP tilt / pan/ zoom Panasonic cameras
7. One, set of UPS batteries for the video cabinets
8. One, R40 door reader
9. One, RK40 keypad reader
10. Two, Von Duprin Chexit crash-bar solenoids and circuit boards

Note: At the conclusion of this agreement any parts remaining in inventory shall belong to the Vendor.

Exclusions to the 24/7/365 Complete Service Agreement for the Judicial Center and Historic Court House – only:

The mechanical keying systems being driven by these devices shall be maintained and serviced by Manatee County.

The PC's and monitors used by the MSO for viewing the cameras and card access are owned and operated by Manatee County and are not a part of this maintenance agreement. The operating system software is also owned and maintained by Manatee County - Property Management.

All 110vac power inputs and / or breakers shall be provided by Manatee County.

GENERAL WORK PROCEDURES AT ALL OTHER COUNTY FACILITIES

Property Management intends to have the awarded Vendor complete various tasks throughout the County directed by Property Management. Reference section D, labor rates.

- Regular Hours –normal hours are Monday through Friday from 8:00 AM to 5:00 PM
- Overtime Hours – shall be considered hours outside of regular / normal business hours and include County or national holidays and weekends. The County shall require the Vendor to be available 24/7/365 for emergency work orders and have a 24/7 “on call” system in place.

Emergency work orders shall require a 4 hour response time (after notified either written or verbal).

Routine work orders shall be scheduled as agreed to by the Vendor and Property Management.

The Vendor shall keep all public areas free of debris, removing all waste materials daily, and replace all ceiling tiles (if applicable) at all job sites upon completion of work or daily while observing all local safety codes.

All work shall be approved by the County before leaving the job site. The Vendor shall present a service ticket to Property Management, the Building Supervisor, or designated staff for each visit that indicates the time of arrival, the time of departure, the material and / or parts required, project name / location, and a description of the job assigned.

The Vendor shall be aware of specific security protocols at different County locations and abide by them.

The Vendor shall maintain proper respectful demeanor around all County employees as well as the general public by maintaining proper clothing standards, language, and attitude.

For all billable work orders the Vendor shall receive a Release Order number for each work order requested. This number shall be issued by Property Management at the time services are requested. This number shall appear on the service / repair tickets and invoices and be invoiced in accordance with the specifications stated in this agreement.

Property Management shall inform the Vendor if the requested work order is considered an emergency service call or a routine scheduled service call and shall be invoiced accordingly.

The Vendor shall provide a written service ticket for every work order requested. The service ticket shall indicate the time of arrival, the time of departure, the material and / or parts required, project name / location and a description of the service assigned. A signature from a Property Management team member or designee is required.

Unless Property Management requests more than one technician to respond to a work order only one technician per work order is authorized. If a team of technicians is needed for a specific service, Property Management and the Vendor shall agree to this in advance.

Miscellaneous Work

Project Estimates:

Occasionally Property Management shall require the Vendor to estimate the cost (for budget information and planning) of a project or specific job. This service shall be provided by the Vendor at no cost to Property Management. The Vendor is required to view the project and offer a written cost estimate.

Lenel On-Guard:

The Vendor is to create a UTC inventor report for Property Management to migrate to Lenel On-Guard at a future time yet to be determined. This inventory report is to be building specific and include a cost estimate to complete the transition to On-Guard. This inventory report and estimate is to be at no charge to Property Management and is to be completed within the first 6 months of this agreement.

Engineering or Design Work:

Property Management shall occasionally require the Vendor to provide UTC or camera software engineering or design type work. This is generally considered in office production of services or documents and is a billable charge. The work order shall require a pre-approved scope of services and a Release Order number.

Repair of Existing UTC or Camera Systems:

Property Management shall require the Vendor to repair, maintain, program, adjust, and replace various hardware component parts and software. These work orders shall be billable for **on-site** time only and are generally considered the repair, maintenance or programming of existing UTC or camera systems by on-site technical support staff.

BASIS OF AWARD

A single award shall be made to the responsive, responsible quoter having the lowest total quotation, for certified UTC Facilities Commander System Integrator, Software, and Hardware Maintenance Services for Manatee County Government BOCC, meeting all qualifications contained in this Request for Quotation. Section C is not included in the determination for award.

The effective date of this agreement is October 1, 2014 (Manatee County Fiscal Year 2015).

Whenever two or more quotes which are equal with respect to price, quality and service are received, a 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 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.

QUOTATION FORM

REQUEST FOR QUOTATION #14-2190BS

UTC FACILITIES COMMANDER SYSTEM INTEGRATOR,
SOFTWARE AND HARDWARE MAINTENANCE SERVICES

We, the undersigned, hereby declare that we have carefully reviewed the quote documents, and with full knowledge and understanding of the aforementioned herewith submit this quote, meeting each and every specification, term and condition contained in this Request for Quotation. We understand that the quote specifications, terms and conditions in their entirety shall be made a part of any agreement or contract between Manatee County and the successful quoter. 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.

Required Completed Documentation:

Quotation Form (pages 14-17), Questionnaire (pages 18-20), local preference (if applicable), and Attachment B (pages 25-26). Please return documentation, signed, no later than September 8, 2014 at 3:00pm via fax, e-mail or hand carried.

*MANATEE COUNTY PURCHASING
1112 MANATEE AVENUE WEST, SUITE 803
BRADENTON, FL 34205
BONNIE SIETMAN, SENIOR BUYER, PURCHASING DEPARTMENT
P 941.749.3046 F 941.749.3034
bonnie.sietman@mymanatee.org*

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

(Print Name & Title of Signer) DATE: _____

COMPANY ADDRESS: _____

E-MAIL ADDRESS: _____

TELEPHONE: _____ FAX: _____

FEIN #: _____

BUSINESS LICENSE NUMBER: _____

NUMBER OF YEARS COMPANY HAS BEEN IN BUSINESS: _____

Acknowledge Addendum No. _____ Dated: _____
Acknowledge Addendum No. _____ Dated: _____

QUOTATION FORM

REQUEST FOR QUOTATION #14-2190BS

**UTC Facilities Commander System Integrator Full Service
Tabulation Sheet**

Annual SSA and Licenses					
(Note: any additions or subtractions of SSA's and/or license will be prorated for the payment period.)					
1	<u>American Dynamics Video Systems</u> - SSA's at Detention Center and Juvenile Processing Center.	\$ _____ Cost per unit	X 400 Cameras	=	\$ _____ per yr.
	<u>American Dynamics Video Systems and - Clients</u> at Detention Center and Juvenile Processing Center.	\$ _____ Cost per unit	X 22 Clients	=	\$ _____ per yr.
2	<u>Facility Commander Access System</u> - SSA's for BCC at large.	\$ _____ Cost per unit	X 512 Readers	=	\$ _____ per yr.
	<u>Facility Commander Access System</u> - Clients for BCC at large.	\$ _____ Cost per unit	X 8 Clients	=	\$ _____ per yr.
	<u>Facility Commander Access System</u> - Clients for Badging.	\$ _____ Cost per unit	X 4 Badging Clients	=	\$ _____ per yr.
3	<u>Facility Commander Access System</u> - SSA's for Judicial Center & Hist. Courthouse.	\$ _____ Cost per unit	X 256 Readers	=	\$ _____ per yr.
	<u>Facility Commander Access System</u> - Clients for Judicial Center & Hist. Courthouse.	\$ _____ Cost per unit	X 10 Clients	=	\$ _____ per yr.
	<u>Facility Commander Access System</u> - Clients for Badging.	\$ _____ Cost per unit	X 1 Badging Clients	=	\$ _____ per yr.
4	<u>Genetec Video System</u> - SSA's for Judicial Center & Historic Courthouse. (includes MSO sites)	\$ _____ Cost per unit	X 250 Cameras	=	\$ _____ per yr.
	<u>Genetec Video System</u> - Clients for Judicial Center & Historic Courthouse.	\$ _____ Cost per unit	X 10 Clients	=	\$ _____ per yr.
5	<u>Genetec Video System</u> - SSA's for rest of BCC at large.	\$ _____ Cost per unit	X 250 Cameras	=	\$ _____ per yr.
	<u>Genetec Video System</u> - Clients for rest of BCC at large.	\$ _____ Cost per unit	X 10 Clients	=	\$ _____ per yr.
6	TOTAL AMOUNT – SECTION A			=	\$ _____

Company Name: _____

QUOTATION FORM
REQUEST FOR QUOTATION #14-2190BS

UTC Facilities Commander System Integrator Full Service Tabulation Sheet

B 24/7/365CCTV Full Service & Access Control - Judicial Center, Historic Courthouse					
1	Full Service for all Parts, Services, Labor, Diagnostics – (24/7/365) - per quotation (To be paid quarterly)	\$ _____ Cost per Month	X 12 months	=	\$ _____ per yr.

C Optional Parts & Services (Section C – is NOT included in the determination for award)			
1	American Dynamics - One time - Initial Install - New Camera License cost (New camera only as directed by Prop. Mgmt.)	=	\$ _____ per Unit
2	Genetech - One time - Initial Install - New Camera License cost (New camera only as directed by Prop. Mgmt.)	=	\$ _____ per Unit
3	Lenel - ACUXL control panel	=	\$ _____ per Unit
4	Lenel - RRE04 reader board	=	\$ _____ per Unit
5	Daily cost of rental personnel lift	=	\$ _____ per day

D Estimated Annual Labor Hours for Repairs (as required)					
1	Rate for Engineering and/or Design work as directed by Property Management <small>(Note: Property Management will not accept charges for Project estimating or for project supervision, this shall all be included in your hourly rates)</small>	\$ _____ per hour	X 25 hours	=	\$ _____ Total
2	Rate for Normal repair labor on existing equipment <small>(Note: MCPM will pay on site labor hours only and will not pay travel time)</small>	\$ _____ per hour	X 400 hours	=	\$ _____ Total
3	Rate for Emergency labor on existing equipment <small>(Note: MCPM will pay on site labor hours only and will not pay travel time)</small>	\$ _____ per hour	X 25 hours	=	\$ _____ Total
4	Overtime Rate for Labor as Directed (Hours other than M-F, 8-5) <small>(Note: MCPM will pay on site labor hours only and will not pay travel time)</small>	\$ _____ per hour	X 25 hours	=	\$ _____ Total
5	TOTAL AMOUNT – SECTION D			=	\$ _____ Total

E Repair Parts Allowance		
1	Mark-up on parts and materials used for repairs and replacement of items not mentioned in section "C" (mfg / dist original itemized parts invoice must be provided as backup with every Vendor invoice, and % markup listed on this form)	= _____%
2	Repair Parts budget allowance	= \$10,000.00

Company Name: _____

QUOTATION FORM

REQUEST FOR QUOTATION #14-2190BS

**UTC Facilities Commander System Integrator Full Service
Tabulation Sheet**

F	Totals		
1	Total Cost - Section A, line 6	=	\$ _____
2	Total Cost - Section B, line 1	=	\$ _____
3	Total Cost - Section D, line 5	=	\$ _____
4	Total Repair Parts budget allowance \$10,000.00 + _____% markup, Section E (Note: occasional shipping charges may be approved by the County to expedite parts)	=	\$ _____
5	TOTAL AMOUNT - SECTIONS A, B, D, AND E (Note: Section C is not included in the award determination)		\$ _____

Company Name: _____

QUESTIONNAIRE

REQUEST FOR QUOTATION #14-2190BS

UTC FACILITIES COMMANDER SYSTEM INTEGRATOR,
SOFTWARE AND HARDWARE MAINTENANCE SERVICES

THIS QUESTIONNAIRE SHALL BE COMPLETED AND SUBMITTED WITH YOUR QUOTE
Failure to provide questionnaire may result in disqualification.

1. Operating a full-time authorized professional certified UTC Facilities Commander Wnx (with ACU's) System Integrator, Software, and Hardware Maintenance Services Company:
___ Yes ___ No (check one) for _____ continuous years';
Current License/Certification # _____ Expiration: _____

2. Quoting as: an individual;; a partnership;; a corporation;; a joint venture: (circle one)

3. All equipment to be used in performing this service shall be maintained when on job site. List all major equipment on a separate page (if required) with complete description, i.e., age, general condition, maintenance status, etc.

4. Quoter's staff shall be in a company supplied vehicle (clearly identified), uniformed company shirts with company name / logs clearly displayed pants and shoes/boots. Uniforms shall be neat and clean in appearance when on the job site. Provide a description of attire:

5. Summary of any litigation filed against the quoter in the past five years which is related to the services provided. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.

6. Number of employees employed by your business: _____ Subcontracted: _____

7. Name of supervisor (scheduling and supervising work): _____

8. Respond with the education, experience, and certifications of your staff who will be assigned this agreement:

Company Name: _____

QUESTIONNAIRE

REQUEST FOR QUOTATION #14-2190BS

UTC FACILITIES COMMANDER SYSTEM INTEGRATOR,
SOFTWARE AND HARDWARE MAINTENANCE SERVICES

THIS QUESTIONNAIRE SHALL BE COMPLETED AND SUBMITTED WITH YOUR QUOTE
Failure to provide questionnaire may result in disqualification.

9. Three current references for which you provide like or similar certified UTC Facilities Commander services during the past three years.

Customer Name: _____
Contact Person: _____
Address: _____
Telephone No: _____ Service Period: _____
Service Details: _____

Customer Name: _____
Contact Person: _____
Address: _____
Telephone No: _____ Service Period: _____
Service Details: _____

Customer Name: _____
Contact Person: _____
Address: _____
Telephone No: _____ Service Period: _____
Service Details: _____

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

11. Vendor's acceptance that the use of subcontractors is not permitted without the written approval of the County. If a sub-contractor is necessary provide complete information in the form of an attachment.

Company Name: _____

QUESTIONNAIRE

REQUEST FOR QUOTATION #14-2190BS

UTC FACILITIES COMMANDER SYSTEM INTEGRATOR,
SOFTWARE AND HARDWARE MAINTENANCE SERVICES

THIS QUESTIONNAIRE SHALL BE COMPLETED AND SUBMITTED WITH YOUR QUOTE
Failure to provide questionnaire may result in disqualification.

12. Required documentation shall be attached to your quotation:

UTC Facilities Commander Wnx (with ACU's) certification
Enterprise Level Card Access and Video Services in the State of Florida
UTC Enterprise Level Network Help System
Genetec Video Certification (or previously approved sub-contractor)
American Dynamics Video Certification (or previously approved sub-contractor)
State of Florida license - Low Voltage Contractor
Lenel Certification

Vendors Professional Credentials:

Financial Background
Number of Employees
Professional Credentials
Legal Status – doing business in the State of Florida

Key Personnel:

Full Name
Title
Contact information (email address / telephone number(s))
Employee Credentials / Licensing / Certifications

Sub-contractors:

All documentation listed above is also required for any / all of the Vendors sub-contractors requiring Manatee County approval.

Company Name: _____

Attachment "A"

STATEMENT OF NO OFFER

REQUEST FOR QUOTATION #14-2190BS

UTC FACILITIES COMMANDER SYSTEM INTEGRATOR,
SOFTWARE AND HARDWARE MAINTENANCE SERVICES

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

Manatee County Purchasing
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205

We, the undersigned, have declined to quote on RFQ #14-2190BS, for the following reason(s):

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

REMARKS:

Thank you for your input.

Company Name: _____

Company Address: _____

Telephone: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

F.01 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 quote, have the completed document notarized, and mail the original to the following address: Manatee County Administration Center, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

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

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

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

Quick steps to on line registration: www.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 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

F.02 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 shall 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

Attachment "B"

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE 6,
MANATEE COUNTY PURCHASING CODE

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

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

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

whose business address is:

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

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

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

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

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

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

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

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

organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE COUNTY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

[Signature]

STATE OF FLORIDA
COUNTY OF _____

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

My commission expires _____

Notary Public Signature

[Print, type or stamp Commissioned name of Notary Public]

Signatory Requirement - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.