

INVITATION FOR BIDS

IFB #09-3463TR – SUN MAINTENANCE

Manatee County, a political subdivision of the State of Florida, (hereinafter "Manatee County" or the "County") will receive sealed bids 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.

TIME AND DATE DUE: 2:00 PM, Wednesday, January 14, 2009

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**Important Note:** A prohibition of Lobbying has been enacted. Please review paragraph A.20 carefully to avoid violation and possible sanctions.

**FOR INFORMATION CONTACT:**

**Tim Russell**

Phone (941) 749-3036 - Fax (941) 749-3034

AUTHORIZED TO RELEASE: \_\_\_\_\_

*RJN*

## INFORMATION TO BIDDERS

### A.01 OPENING LOCATION

These bids will be publicly opened in the Manatee County Purchasing Office, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205 in the presence of County officials at the time and date stated. All bidders or their representatives are invited to be present.

### A.02 BID INFORMATION AND BID DOCUMENTS

Manatee County Purchasing Division posts notices of bid opportunities and addenda on the Purchasing Division's web page at <http://www.myanatee.org> which can be accessed by clicking on the "Purchasing" button on the left side of the screen and then clicking on the "Bids and Proposals" button and on the County's document distribution service at <http://www.demandstar.com>. The bid documents are available in a portable document format (.PDF) files which you may view and print using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the County's web page if you do not have it.

Electronic copies of Bid documents may be requested at no cost per Florida Statute 119.01 (2) (e). These files in PDF format may be obtained by calling the person or persons identified to contact on page one.

Vendors may choose to download individual documents from DemandStar for a download fee posted on that services website. Vendors may contact DemandStar regarding an agency level subscription option that allows vendors to download bid documents and transact business with any one (1) agency for free. If a vendor chooses to increase the number of agencies beyond their single agency, subscription fees based on the level of service chosen will apply.

Documents may be purchased from Onvia DemandStar. The cost for copies of documents purchased from Onvia DemandStar is established per document and the cost information is published as part of the specific Proposal detail, subsection "Pre Bid Conference" on the Onvia DemandStar web pages. Award Document/Recommendations appear on the Onvia DemandStar web page. Notices of Source Selections appear on the Onvia DemandStar web page and the County's web page (Financial Management – Purchasing Division). Onvia DemandStar may be directly contacted at <http://demandstar.com>, or by calling 800-331-5537, if you have any questions. Bid Tabulation Sheets and Award Document/Recommendations appear on the DemandStar web page. Notices of Source Selections appear on the DemandStar web page when the solicitation was made using this bid delivery service and the County's web page (Financial Management – Purchasing Division). A public Internet connection to DemandStar is available during regular business hours in the lobby of the Purchasing Division. If you have questions which cannot be answered by these sources, please contact the individual named on the first page of the bid.

### A.03 BID FORM DELIVERY REQUIREMENTS

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

### A.04 CLARIFICATION & ADDENDA

Each bidder shall examine all Invitation for Bids 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 Invitation for Bids 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 Invitation for Bids, the County will attempt to notify all prospective bidders who have secured same, however, it shall be the responsibility of each bidder, prior to submitting their bid, 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 bid.

### A.05 SEALED & MARKED

Three signed copies of your bid shall be submitted in one sealed package, clearly marked on the outside "Sealed Bid #09-3463TR – SUN MAINTENANCE" with your company name.

Address package to: Tim Russell

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

### A.06 LEGAL NAME

Bids shall clearly indicate the legal name, address and telephone number of the bidder. Bids shall be signed above the typed or printed name and title of the signer. The signer must have the authority to bind the bidder to the submitted bid.

### A.07 BID EXPENSES

All expenses for making bids to the County are to be borne by the bidder.

#### A.08 IRREVOCABLE OFFER

Any bid may be withdrawn up until the date and time set for opening of the bid. Any bid 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 bids have been duly accepted by the County.

#### A.09 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the bid 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 each item or for all items combined, the bid of the lowest responsive, responsible bidder will be accepted, unless all bids are rejected. The lowest responsible bidder shall mean that bidder who makes the lowest bid 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 specifications or otherwise required by the County, and who is fit and capable to perform the bid as made.

To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the Invitation for Bids. To be a responsible bidder, the bidder 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 bidder to deliver the goods or service requested. Information the County deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

#### A.10 APPLICABLE LAWS

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Purchasing Code Ordinance 08-43, as amended. Any actual or prospective Bidder who is aggrieved in connection with the solicitation or award of a contract may protest to the Board of County Commissioners of Manatee County as required in Section 2-26/61 of the Purchasing Code. A protest with respect to this Invitation For Bid shall be submitted in writing prior to the scheduled opening date of this bid, unless the aggrieved person did not know and could not have been reasonably expected to have knowledge of the facts giving rise to such protest prior to the scheduled opening date of this bid. The protest shall be submitted within seven calendar days after such aggrieved person knows or could have reasonably been expected to know of the facts giving rise thereto.

Upon receipt, all inquires and responses to inquires related to this Invitation For Bid become "Public Records" and are subject to public disclosure consistent with Chapter 119, Florida Statutes.

#### A.11 CODE OF ETHICS

With respect to this bid, if any Bidder 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 Bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for work or for goods or services for Manatee County.

The County anticipates that all statements made and materials submitted in a bid will be truthful. If a bidder is determined to be untruthful in its bid, such bidder may be disqualified from further consideration regarding this Invitation For Bid.

#### A.12 COLLUSION

By offering a submission to this Invitation for Bids, the bidder certifies that the bidder has not divulged, discussed or compared their bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to their own organization, that in connection with this bid:

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

### A.13 BID FORMS

Bids must be submitted on attached County forms, although additional pages may be attached. **Bidders must fully comply with all bid specifications, terms and conditions.** 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.

### A.14 DISCOUNTS

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

### A.15 TAXES

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

### A.16 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 bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

### A.17 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the specifications, 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 specifications, 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.

### A.18 MODIFICATION OF BID SPECIFICATIONS

If a bidder wishes to recommend changes to the bid specifications, the bidder shall furnish in writing, data and information necessary to aid the County in evaluating the request to modify the bid specifications. The County is not obligated to make any changes to the bid specifications. Unless an addendum is issued as outlined in paragraph A.04, six calendar days prior to the opening date of this bid, the bid specifications shall remain unaltered. **Bidders must fully comply with the bid specifications, terms, and conditions.**

#### A.19 AMERICANS WITH DISABILITIES ACT

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

#### A.20 LOBBYING

After the issuance of any Invitation for Bids, prospective bidders, any agent, representative or person acting at the request of such bidder shall not contact, communicate with or discuss any matter relating in any way to the Invitation for Bids with any officer, agent or employee of Manatee County other than the Purchasing Director or as directed in the Invitation for Bids. This prohibition begins with the issuance of any Invitation for Bids, and ends upon execution of the final contract or when the invitation or request has been canceled. 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 the Purchasing Office, in writing.

#### A.21 DRUG FREE WORK PLACE

In accordance with Resolution R-93-22, Manatee County Board of County Commissioners adopted a policy regarding Bidders maintaining a Drug Free Work Place. This policy prohibits the award of bids pursuant to Manatee County Procurement Code 84-02, Article 3-101 to any person or entity that has not submitted written certification to the County that it has complied with those requirements. A Drug Free Work Place Certification Form is attached to this bid for this purpose.

#### A.22 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (as of 1/01/2005 is \$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

**A.23 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**

In accordance with Ordinance 08-43, adding Article 5, Manatee County Board of County Commissioners adopted a policy prohibiting the award of County contracts to persons, business entities, or affiliates of business entities who have not submitted written certification to the County that they have not been convicted of bribery, attempted bribery, collusion, restraints of trade, price fixing, and violations of certain environmental laws. A Non-Conviction Certification Form is attached for this purpose.

**A.24 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 vendors 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 bids 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.

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



## GENERAL TERMS AND CONDITIONS

### B.01 CONTRACT FORMS

The agreement resulting from the acceptance of a bid shall be made by a purchase order and be bound by the terms and conditions herein.

### B.02 AUTHORIZED PRODUCT REPRESENTATION

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

### B.03 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 bid, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. Also, the vendor shall refund to Manatee County any money which has been paid for same. The vendor will be responsible for attorney fees in the event the supplier defaults and court action is required.

### B.04 ROYALTIES AND PATENTS

The vendor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services he is furnishing. Vendor 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.

### B.05 INDEMNIFICATION

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

### B.06 REGULATIONS

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

**B.07 MANUALS, SCHEMATICS, HANDBOOKS**

All manuals, schematics and handbooks shall be provided which are applicable to the equipment delivered. An operators manual, parts manual and technician manual must also be provided. Parts lists (manuals) must include OEM part numbers for items not manufactured by the bidder. Vendor shall furnish two (2) copies of each publication.

## SPECIFIC TERMS & CONDITIONS

### C.01 PURPOSE

It is the intent of the County of Manatee to purchase SUN hardware and software maintenance for the Information Services Department with the option to add and/or remove items from the contract on an "AS REQUIRED" basis. Any item(s) added or removed shall have their unit cost prorated accordingly.

### C.02 QUANTITIES

The bid submitted shall be based on quantity of one (1) each, or, unless otherwise stated on the Bid Form. The County has the right to add or remove, as required, from the existing list of equipment / software / service in order to maintain equal quality of service, or to provide better than service to the County. The cost may be prorated to cover service for the period of the contract terms at the time of any additional or removal occur to existing service. Each request will be submitted in writing to the Service provider. A written acknowledgement/approval shall be presented to the County with five (5) working days upon receipt of the request.

### C.03 PRICES & TERM

Bidders shall bid unit prices, F.O.B. destination, including all discounts in accordance with all items indicated on the Bid Form. The prices bid shall be used for payment and shall be deemed to include payment in full.

The term of this agreement shall be through Manatee County's fiscal year ending September 30, 2009 with renewal options as stated below.

### C.04 RENEWAL

If not cancelled by the Vendor or the County, **this bid shall be automatically extended/renewed** beyond the first twelve (12) month contract period for two (2) additional twelve (12) month periods not to exceed a total contract duration of thirty-six (36) months providing there are no change of prices, terms or conditions. **Written notice of intention not to renew must be submitted by the successful bidder 90 days prior to the end of a contract period.** Should any Vendor choose not to renew the bid awarded, the County reserves the right to terminate the Contract with that Vendor and select the next qualified bidder, ore re-advertise for those bid items, or solicit a new Invitation for Bid for all items (including multiple bid awards).

### C.05 CANCELLATION

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

C.06 PAYMENT

The County shall pay the total monthly maintenance charges as set forth in the Bid Form and Purchase Order monthly, in advance, on or before the first day of each month for the duration of this contract. All additional charges will be processed within 30 days after delivery by bidder, acceptance by County and presentation of an appropriate invoice, the County shall pay the total amount due. All invoices must indicate the Purchase Order number.

C.07 WARRANTY, MAINTENANCE SERVICE AND SUPPORT

The successful bidder shall furnish factory warranty on all equipment furnished hereunder against defect in material and/or workmanship. The factory warranty shall become effective on the date of delivery and acceptance by the County. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the County immediately upon written notice from the Director of Purchasing. The successful bidder will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control and without the fault or negligence of the bidder, such as misuse or neglect by the County, acts of God, fires, floods and hurricanes.

C.08 INSURANCE

The bidder will not commence work under a contract until the bidder has obtained all insurance under this section and such insurance coverage as might be required by the County. The bidder 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:

Each Accident	<u>\$100,000</u>
Disease-Policy Limit	<u>\$500,000</u>
Disease-Each Employee	<u>\$100,000</u>

## INSURANCE (continued)

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 minimum limits.

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

c. Business Auto Policy

Each Occurrence Bodily Injury and Property Damage Liability Combined  
\$300,000

Annual Aggregate (If Applicable)                      Three Times Each  
Occurrence Limit

d. Owners Protective Liability Coverage (OPC)

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

e. Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the 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 bid 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.

## INSURANCE (continued)

**ADDITIONAL INSURED: - The successful bidder shall name Manatee County as additional insured in items a., b., and c. of the required policies.**

If the initial insurance expires prior to the completion of operations and/or services by the bidder, renewal certificates of insurance and required copies of policies shall be furnished by the bidder and delivered to the Purchasing Director 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 bidder for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the bidder or his sureties to the County or to any workers, suppliers, material men or employees.

**Holder: Manatee County Board of Commissioners  
P.O. Box 1000  
Bradenton, Florida 34206-1000**

**Certificates shall be mailed to:**

**Manatee County Purchasing  
1112 Manatee Avenue West, 8<sup>th</sup> Floor  
Bradenton, Florida 34205  
(Attn: Tim Russell)**

## TECHNICAL SPECIFICATIONS

### D.01 GENERAL SCOPE OF WORK

1. Hardware/Software Model Numbers and Serial Numbers are listed on the Bid Form.
2. Bidder must be a SUN authorized reseller/service provider in the state of Florida.
3. Manatee County Information Services Department must be authorized to contact SUN directly (1-800-USA-4SUN) for all service needs.
4. Support levels (Sun GOLD, SILVER or BRONZE) are grouped and identified.
5. All services must be performed by a certified SUN Technician using genuine SUN replacement parts.

## BASIS OF AWARD

### E.01 BASIS OF AWARD

Evaluation factors are price, quality, and perceived ability of the vendor to supply the product in the timeliest and efficient manner, and the bid which will overall best meet the needs of Manatee County as determined from the responses and subsequent investigation by the County. Note that all submittals shall be judged on their relative merits; therefore, price shall not be the sole evaluative factor in making the recommendation.

Pursuant to Florida Statute 119.071(b)1.a. General exemptions from inspection or copying of public records:

“Sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from s.119.07(1) and 24(a), Art. 1 of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to 120.57(3)(a) or within 10 days after bid or proposal opening, whichever is earlier.”



**BID FORM**

(Submit in Triplicate)

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

RE: IFB 09-3463TR – SUN Maintenance

**GOLD W/7X24 PHONE SUPPORT UPLIFT CONTRACT**

Hardware Model / Product Code	Serial Number	Cost per Year
V880 Server - 2 Processors, A30-2P	308V0088	\$
SunFire E2900 Server -12 Processors, E29-12P48GB-1350-P	0618NNA003	\$
<b>Sub-Total – Gold Contract</b>		<b>\$</b>

**SILVER CONTRACT**

Hardware Model / Product Code	Serial Number	Cost per Year
V880 Server - 4 Processors, A30-4P	245V00D8	\$
E280R Server, 280R	148C0416	\$
E280R Server, 280R	152C08A8	\$
V880 Server - 2 Processor, A30-2P	152V0007	\$
V880 Server - 4 Processor, A30-4P	215V01FF	\$
280R Server, 280R	216C53A3	\$
V880 Server - 4 Processor, A30-4P	237B004F	\$
280R Server, A35-WSPF1-1GZA1OS	312Z04B4	\$
V280R Server, 280R	0340AD11B5	\$
D2 Array, D2K	0338HH2804	\$
V480 Server, A37-WTPF4-16GRB	0342AM01FD	\$
SunFire V440 Server, A42-XAB4-08GD	0407AD1ACF	\$
SunFire V440 Server, A42-XAB4-08GD	0407AD18CB	\$
SunFire V440 Server, A42-XAB2-04HD	0430AD1910	\$
SunFire V440 Server, A42-XAB2-04HD	0424AD2058	\$
SunFire V100 Server, N19-UTE1-A1-102XB1	FV42610047	\$
SunFire V100 Server, N19-UTE1-A1-102XB1	FV42610062	\$
SunFire V100 Server, N19-UTE1-A1-102XB1	FV43120518	\$
SunFire V100 Server, N19-UTE1-A1-102XB1	FV43430004	\$
SunFire V240 Server, N32-XWB2-9S-202AV2	FN43450018	\$
SunBlade 150 Workstation, A41-UTA19C-512M-DL	FT41750163	\$
Brocade SW4100 16P, SG-XSWBRO4100-16P	0613LX0040	\$
SunFire T2000 Server, T20-104A-08GA2C	0551NNN0PC	\$
SunFire T2000 Server, T20-104A-08GA2C	0551NNN0CL	\$
SunFire X2100 Server, A75-BFB1-H-2GB-FA8	0610FU401C	\$
SunFire X2100 Server, A75-BFB1-H-2GB-FA8	0610FU5003	\$
SunFire X2100 Server, A75-BFB1-H-2GB-FA8	0610FU500D	\$
SunFire X2100 Server, A75-BFB1-H-2GB-FA8	0610FU500G	\$
SunFire X2100 Server, A75-BFB1-H-2GB-FA8	0610FU500Q	\$

Bidder Name: \_\_\_\_\_

**BID FORM (Continued)****SILVER CONTRACT (continued)**

<b>Hardware Model / Product Code</b>	<b>Serial Number</b>	<b>Cost per Year</b>
SunFire E2900 Server -12 Processors, E29-12P48GB-1350-P	0618NNA004	\$
SunFire V490 Server, A52-JNG4C216GTB-P	0617AM1249	\$
SunFire V490 Server, A52-CLH4C216GTB	0624AM1935	\$
SunFire V210 Server, N31-XM41C1512HA	FM61420051	\$
Sun Fire V4100 Server, A64-NGB2-2H-4G-CA7	0610AM1783	\$
Sun Fire V4100 Server, A64-NGB2-2H-4G-CA7	0610AM1787	\$
Sun Fire V440 Server, A42-XH42C2-04HD	0623BD05BF	\$
Sun Fire V440 Server, A42-XH42C2-04HD	0623BD05E6	\$
Sun Fire X2100 Server, W9D-A75-3S	0635FU1023	\$
Sun Fire X2100 Server, W9D-A75-3S	0635FU1024	\$
Sun Fire X2100 Server, W9D-A75-3S	0635FU1025	\$
Sun Fire X2100 Server, W9D-A75-3S	0635FU1026	\$
Sun Fire X2100 Server, W9D-A75-3S	0635FU1027	\$
Sun Fire X2100 Server, W9D-A75-3S	0635FU1028	\$
Sun Fire X2100 Server, W9D-A75-3S	0635FU1029	\$
Sun Fire V215 Server, 215-ELZ1C11GC1	0708FL4058	\$
Sun Fire V215 Server, 215-ELZ1C11GC1	0708FL4059	\$
Sun Fire V215 Server, 215-ELZ1C11GC1	0708FL5003	\$
Sun Fire V215 Server, 215-ELZ1C11GC1	0708FL402E	\$
Sun Fire V215 Server, 215-ELZ1C11GC1	0708FL405B	\$
Sun Fire V215 Server, 215-ELZ1C11GC1	0708FL402N	\$
Sun Fire V215 Server, 215-ELZ1C11GC1	0708FL402S	\$
Sun Fire X4100 M2, A86-FJZ2BH4GCBA	0717BD039C	\$
Sun Fire X4100 M2, A86-FJZ2BH4GCBA	0717BD0396	\$
Sun Fire X2200 M2, A85-JWZ1-H-2GB-JL8	0715QAT082	\$
Sun Fire X2200 M2, A85-JWZ1-H-2GB-JL8	0715QAT083	\$
Sun Fire X2200 M2, A85-JWZ1-H-2GB-JL8	0716QAT008	\$
Sun Fire X2200 M2, A85-JWZ1-H-2GB-JL8	0716QAT0B4	\$
Sun Fire X2200 M2, A85-JWZ1-H-2GB-JL8	0716QAT0B8	\$
Sun Fire X2200 M2, A85-JWZ1-H-2GB-JL8	0714QAT0A8	\$
Sun Fire X2200 M2, A85-JWZ1-H-2GB-JL8	0715QAT084	\$
Sun Fire X2200 M2, A85-JWZ1-H-2GB-JL8	0716QAT0B0	\$
Sun Fire X2200 M2, A85-JWZ1-H-2GB-JL8	0716QAT0AE	\$

Bidder Name: \_\_\_\_\_

**BID FORM (Continued)****SILVER CONTRACT (continued)**

Hardware Model / Product Code	Serial Number	Cost per Year
Sun Fire X2200 M2, A85-JWZ1-H-2GB-JL8	0714QAT0AD	\$
SunFire T2000, 4-core Server, W9D-T2000-4-3S	0729BD17DB	\$
SunFire T2000, 4-core Server, W9D-T2000-4-3S	0729BD17F6	\$
SunFire T2000, 4-core Server, W9D-T2000-4-3S	0729BD17D1	\$
SunFire T2000, 4-core Server, W9D-T2000-4-3S	0729BD182A	\$
Sun Fire V215 Server, 215-ELZ1C11GC1	0729FL200K	\$
SunFire V240 Server, N32-XWB2-9S-202AV2	FN41440016	\$
Rack 900, SR9-XKM038A	0746OWD-0622000201	\$
Rack 900, SR9-XKM038A	0746OWD-0623000591	\$
<b>Sub-Total – Silver</b>		<b>\$</b>

**BRONZE CONTRACT**

Hardware Model / Product Code	Serial Number	Cost per Year
V280R Server, 280R	0340AD1030	\$
V880 Server - 8 Processors, A30-WUF8-16GRF	0429AM01AF	\$
SunFire V210 Server, N31-XUB2B1204HB	FM43220125	\$
SunFire V210 Server, N31-XUB2B1204HB	FM43220146	\$
SunFire V210 Server, N31-XUB2B1204HB	FM43220122	\$
SunBlade 150 Workstation, A41-UTA19C-512M-DL	FT41810004	\$
SunFire V120 Server, N25-UTA1-A1-512HA1	FF50940046	\$
SunFire V210 Server, N31-XMB2C1204HB	FM53120095	\$
SunFire V20z Server, A55-NFB2-1-2GRA5Q	XG053083108	\$
SunFire V20z Server, A55-NFB2-1-2GRA5Q	XG053083146	\$
Sun Java Workstation W2100z, A59-NWB2-9D1GBDQ-P	0525EM304J	\$
Ultra 20 Workstation, A63-LFB1-AC-1GB-DR	0536FK403H	\$
SunFire V120 Server, N25	FF40330009	\$
SunFire T2000 Server, T20-104A-08GA2C	0550NNN10R	\$
SunFire T2000 Server, T20-104A-08GA2C	0550NNN17E	\$
Sun Fire V240 Server, N32-XM41C1512HA	FN61910039	\$
Sun Fire V210 Server, N31-XM42C1204HB	FM62350024	\$
SunFire V240 Server, N32-XUB1B1512HA	FN51030091	\$
SunFire V120 Server, N25	FF41130047	\$
SunFire V120 Server, N25	CF23801730	\$
E3500 Server w/1 CPU/Memory Board, E35	913H203A	\$
E3500 System Board, E260,ENBD	913H203A-260	\$
<b>Sub-Total - Bronze</b>		<b>\$</b>

Bidder Name: \_\_\_\_\_

**BID FORM (Continued)****STANDARD SOFTWARE CONTRACT**

<b>Software Model</b>	<b>Product Code</b>	<b>Cost per Year</b>
SunONE Studio 7, Enterprise Edition	FDEIS-700-T999	\$
Forte C/C++ Enterprise (Workshop Compiler Fortran)	FDEIS-700-T999	\$
Forte C/C++ Enterprise (Workshop Compiler Fortran)	FDEIS-700-T999	\$
Forte C/C++ Enterprise (Workshop Compiler Fortran)	FDEIS-700-T999	\$
Solstice Backup Network Edition	EBSIS-999-2102	\$
Solstice Backup 5-Client Connections	EBSV9-999-2021	\$
Solstice Backup 5-Client Connections	EBSV9-999-2021	\$
Solstice Back-up Network Edition Media	EBSMS-700-2088	\$
Solstice Backup 25-Solaris Client Licenses	EBSY9-999-2022	\$
Solstice Enterprise Backup 25-Client Connection	EBSY9-999-2022	\$
Solstice Backup ClientPak3-Novell	EBSIV-999-3303	\$
Solstice Backup ClientPak3-Novell	EBSIV-999-3303	\$
Solstice Backup ClientPak4-NT	EBSIN-999-3304	\$
Solstice Backup ClientPak4-NT	EBSIN-999-3304	\$
Legato ClientPak for Linux	EBSIL-999-3321	\$
Veritas Volume Manager License	VVMGS-9999-2B99	\$
Veritas Volume Manager License	VVMGS-9999-1A99	\$
Veritas Volume Manager License	VVMGS-9999-1C99	\$
Veritas Volume Manager License	VVMGS-9999-1C99	\$
Veritas Volume Manager License	VVMGS-9999-1C99	\$
Veritas Volume Manager License	VVMGS-9999-1B99	\$
Sun StorEdge Ent. NDNP Agent	EBSIS-999-2120	\$
Sun StorEdge EBS Dynamic Drive Sharing	EBSIN-999-2107	\$
Sun StorEdge EBS Dynamic Drive Sharing	EBSIN-999-2107	\$
Sun StorEdge EBS Dynamic Drive Sharing	EBSIN-999-2107	\$
Sun StorEdge EBS Dynamic Drive Sharing	EBSIN-999-2107	\$
Sun StorEdge Ent. NDNP Agent	EBSIS-999-2120	\$
Sun StorEdge EBS SW Client (25) Connect	EBSY9-999-2022	\$
Sun StorEdge EBS Network Edition Storage Node Unix	EBSIS-999-2080	\$
Sun StorEdge EBS NDNP Agent	EBSIS-999-2119	\$
Sun StorEdge EBS 1-256 Slot	EBSIS-999-2044	\$

Bidder Name: \_\_\_\_\_

**BID FORM (Continued)**

**STANDARD SOFTWARE CONTRACT (continued)**

Software Model	Product Code	Cost per Year
Sun N1 System Manager Media Kit	SMRZ9-132-997M	\$
Sun N1 System Manager Entitlement	SMRI9-133-G92M	\$
Sun Secure Global Software - 25 User License	TTAI9-430C9929	\$
Sun StorEdge Ent. NDNP Agent	EBSIS-999-2120	\$
Sun StorEdge Ent. NDNP Agent	EBSIS-999-2120	\$
Sun StorEdge EBS Dynamic Drive Sharing	EBSIN-999-2107	\$
Sun StorEdge EBS Dynamic Drive Sharing	EBSIN-999-2107	\$
Sun StorEdge EBS Dynamic Drive Sharing	EBSIN-999-2107	\$
<b>Sub-Total – Software</b>		<b>\$</b>

<b>SUMMARY:</b>		Cost per Year
Gold Contract	Sub-Total	\$
Silver 7/24 Contract	Sub-Total	\$
Silver Contract	Sub-Total	\$
Bronze	Sub-Total	\$
Software Only	Sub-total	\$
<b>TOTAL BID OFFER</b>		<b>\$</b>

Bidder Name: \_\_\_\_\_

Bid Form (Continued)

We, the undersigned, hereby declare that we have carefully reviewed the bid documents, and with full knowledge and understanding of the aforementioned herewith submit this bid, meeting each and every specification, term and condition contained in this Invitation for Bids.

We understand that the bid specifications, terms and conditions in their entirety shall be made a part of any agreement or contract between Manatee County and the successful bidder. Failure to comply shall result in contract default, whereupon, the defaulting vendor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

\_\_\_\_\_  
(Print Name & Title of Signer)

DATE: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TEL. NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

FEIN NO.: \_\_\_\_\_

Acknowledge Addendum No. \_\_\_\_ Dated: \_\_\_\_\_

Acknowledge Addendum No. \_\_\_\_ Dated: \_\_\_\_\_

Acknowledge Addendum No. \_\_\_\_ Dated: \_\_\_\_\_

Attachment "A"

STATEMENT OF NO BID

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

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

We, the undersigned, have declined to bid on Bid No.: IFB #09-3463TR,
for the following reason(s):

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

REMARKS:

We understand that if we do not submit a Bid and this Statement of No Bid is not executed
and returned, our name may be deleted from your Bidders List for this commodity or
service.

Company Name:
Company Address:
Telephone:
Date:
Signature:

(Print or type name and title of above signer)

**ATTACHMENT "B"****Drug Free Work Place Certification**

SWORN STATEMENT PURSUANT TO SECTION 6-101(7)(B),  
MANATEE COUNTY PURCHASING CODE, ON DRUG FREE WORK PLACES

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 will provide a drug free work place by:

(1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by § 893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

(i) the dangers of drug abuse in the work place;

(ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;

(iii) any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) the penalties that may be imposed upon employees for drug abuse violations.

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).



**ATTACHMENT "B" (continued)**

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

- (i) abide by the terms of the statement; and
- (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

(4) Notifying the County within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug free work place through implementation of sections (1) through (5) stated above.

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:

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by subsection 3-101(7)(B).

\_\_\_\_\_  
[Signature]

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 200\_\_\_ by \_\_\_\_\_

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
[Type of identification]

\_\_\_\_\_  
Notary Public Signature My commission expires \_\_\_\_\_

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

**Attachment "C"****PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION****SWORN STATEMENT PURSUANT TO ARTICLE 6,  
MANATEE COUNTY PURCHASING CODE**

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

This sworn statement is submitted to the Manatee County Board of County Commissioners by:

\_\_\_\_\_ [print individual's name and title]  
For: \_\_\_\_\_  
[print name of entity submitting sworn statement]

Whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no FEIN, include

the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_

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

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

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

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

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

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

**Attachment "C" (continued)**

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 \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
[Type of identification]

\_\_\_\_\_  
Notary Public Signature My commission expires \_\_\_\_\_

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

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