



**INVITATION FOR BID
IFB # 15-2855BLS
VCE INTEGRATED DUAL SITE SERVER & STORAGE SOLUTION**

Manatee County, a political subdivision of the State of Florida, (hereinafter "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.

NON-MANDATORY INFORMATION CONFERENCE

In order to ensure all prospective bidders have sufficient information and understanding of County's needs, an Information Conference will be held at: **10:00 AM on September 25, 2015** at the **County Administration Building**; a **site visit will immediately follow the information conference meeting**. Attendance is not mandatory, but is highly encouraged.

DEADLINE FOR CLARIFICATION REQUESTS: **3:00 PM on September 30, 2015**

Reference Bid Article A.09

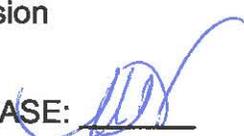
BID OPENING TIME AND DATE DUE: **10:00 AM on October 6, 2015**

FOR INFORMATION CONTACT:

Bonnie Sietman, Sr. Buyer
(941) 749-3046

bonnie.sietman@mymanatee.org

Manatee County Financial Management Department
Purchasing Division

AUTHORIZED FOR RELEASE: 

SECTION A
INFORMATION TO BIDDERS

A.01 OPENING LOCATION

Sealed bids will be **publicly opened** at the **Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205** in the presence of County officials at the time and date stated, or soon thereafter. All bidders or their representatives are invited to attend the sealed bid opening.

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 Division** for receipt on or before the stated time and date. Bidder shall be solely and strictly responsible for its timely delivery to the Purchasing Division. Bids delayed by mail, courier, or bids delayed for any other reason, 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.02 SEALED & MARKED

Bids shall be submitted in **duplicate, one original (marked Original) and one copy/copies (marked Copy)** of your **signed bid** shall be submitted in one **sealed package**, clearly marked on the outside "**Sealed Bid #15-2855BLS, VCE Integrated Dual Site Server & Storage Solution**" along with your company name.

For your convenience, a mailing label is provided with this Invitation for Bid or you may address the package as follows:

Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205
Sealed Bid #15-2855BLS,
VCE Integrated Dual Site Server & Storage Solution

All blank spaces on the bid form must be filled in as noted with amounts extended and totaled and no modifications shall be made in the wording of the forms or in the items thereupon. In the event an edit is made in your submittal, the bidder shall write its initials by the change. Any bid may be rejected which contains any omissions, alterations, irregularities of any kind, or which in any manner fail to conform to the requirements of this IFB.

A bid made by an individual, either in his/her own or proper person or under a trade or firm name, shall be executed under the individual's signature. If made by a partnership, the bid shall be executed by two or more of the general partners. If made by a corporation, the bid shall be executed by its President or other legally authorized corporate officer or agent.

A.03 BID FORMS

Bids must be submitted on the provided bid forms, although additional pages may be attached. **Bidders must fully complete all pages of the bid forms. Bid forms must be executed by an authorized signatory who has the legal authority to make the bid and bind the company. Bidders must fully comply with all requirements of this IFB in its entirety.** Failure to comply may result in bidder being deemed nonresponsive.

Bids shall clearly indicate the legal name, address and telephone number of the bidder on the bid form. Bid forms 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.

When bidder is a partnership, the Bid Form shall be signed in the name of the firm and by all partners required under the terms of the partnership agreement. When a corporation is a bidder, the authorized corporate officer(s) shall sign.

Bidders shall provide a certified copy of their permit to transact business in the State of Florida, preferably along with the Bid Form, or within forty-eight (48) hours after request by the County.

A.04 MATHEMATICAL ERRORS

Bid Forms without imbedded mathematical formulas:

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. In the event the dollar amount for contract contingency is omitted, it will be added to the total price of the bid.

Bid Forms with imbedded mathematical formulas:

Interactive Bid Forms that contain mathematical formulas may be used for automating lengthy and complex bid forms. In the event these forms are used and a multiplication/extension error(s) is discovered, the unit price entered by the vendor shall prevail. The vendor shall assume the responsibility and accuracy of the information input in the bid form and therefore shall verify that the calculations are correct before submitting their bid.

Regardless of which type of bid form is used, all bids shall be reviewed mathematically and corrected by the Purchasing Division, if necessary, using these standards, prior to additional evaluation.

A.05 SECURING BID DOCUMENTS

IFB's and all documents issued pursuant to the IFB are available for download at no charge at mymanatee.org by clicking on "Bids and Proposals" on the left side of the home page. You may view and print these pdf files using Adobe Reader software.

Manatee County may also use DemandStar to distribute bids. Visit the DemandStar website at www.Demandstar.com for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Complete copies of the IFB and all related documents are available for public inspection at the Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205, or by calling (941) 749-3014. Appointments are encouraged. Documents are available between the hours of 9:00 AM and 4:00 PM Monday through Friday, with the exception of holidays.

In addition, Manatee County informs the Manatee Chamber of Commerce of all active solicitations who then distributes the information to their members.

A.06 EXAMINATION OF BID DOCUMENTS AND SITE(S)

It is the responsibility of each bidder before submitting a bid to (a) examine all IFB documents thoroughly; (b) consider federal, state, and local codes, laws, and regulations which may affect costs, progress, performance, or furnishing of the work; (c) study and carefully correlate bidder's observations with the IFB documents; and (d) notify the County of all conflicts, errors, or discrepancies in the IFB documents prior to the deadline for clarification requests.

A.07 NON-EXCLUSIVE

Unless otherwise stated in this bid specification, any contracts resulting from this bid are nonexclusive. The County reserves the right, in its sole opinion, to purchase items listed in this bid through the State of Florida contracts, cooperatives, other current government contracts, and nonprofit contracts as provided in the Manatee County Purchasing Policy. The County reserves the rights to solicit separate bids for requirements that are a portion of a larger contract bid as a whole. Additionally at the County's sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

A.08 MODIFICATION OF BID DOCUMENTS

If a bidder wishes to recommend changes to any portion of the IFB documents, the bidder shall furnish, in writing, data and information necessary to aid County in evaluating the request to modify the IFB documents. County is not obligated to make any changes to the IFB documents. Unless an addendum is issued, the IFB documents shall remain unaltered.

A.09 CLARIFICATION REQUESTS & ADDENDA

Each bidder shall examine all IFB documents and shall judge all matters relating to their adequacy and accuracy. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this IFB shall be made through the Manatee County Purchasing Division. County shall not be responsible for oral interpretations given by any County employee, representative, or others.

3:00 PM on September 30, 2015 shall be the deadline to submit to the Purchasing Division, in writing, all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this IFB.

This deadline has been established to maintain fair treatment of all potential bidders, while maintaining progression of the work.

If any addenda are issued to this IFB, County will post the documents on the Purchasing Division's web page at <http://www.mymanatee.org/purchasing>, and then by clicking on "Bids and Proposals". If the original solicitation was broadcast via DemandStar, the addenda will also be broadcast on the DemandStar distribution system to "Planholders" on this web service.

The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

It shall be the **responsibility of each bidder, prior to submitting a bid**, to contact the Purchasing Division (see contact information on the cover page) to **determine if any addenda were issued** and to make such addenda a part of their bid.

A complete set of the IFB documents must be used in preparing bids. County assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of bid documents.

A.10 LOBBYING

After the issuance of any IFB, prospective bidders or their agents, representatives or persons acting at the request of such bidder shall not contact, communicate with or discuss any matter relating to the IFB with any officer, agent or employee of Manatee County other than the Purchasing Official or the contact identified on the first page of this IFB, pursuant to the Manatee County Code of Laws. This prohibition includes copying such persons on all written communication, including email correspondence. This requirement begins with the issuance of an IFB and ends upon execution of the final agreement or when the IFB has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code of Laws.

A.11 UNBALANCED BIDDING PROHIBITED

County recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the County such variation does not appear to be justified, given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids will include:

- a. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
- b. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive bidders for the same line item unit costs.
- c. Bids where the unit costs offered are in excess of or below reasonable cost analysis values.

In the event County determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., which the bidder obtained and upon which the bidder relied upon to develop its bid. County reserves the right to reject as nonresponsive any presumptive unbalanced bids where the bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

A.12 WITHDRAWAL OF BIDS

Bidders may withdraw bids as follows:

- a. Mistakes discovered before the public bid opening may be withdrawn by written notice from the bidder submitting the bid. This request must be received in the Purchasing Division prior to the time set for delivery and opening of the bids. A copy of the request shall be retained and the unopened bid returned to the bidder; or
- b. After the bids are opened or a selection has been determined, but before an agreement is signed, a bidder alleging a material mistake of fact may be permitted to withdraw their bid if:
 1. The mistake is clearly evident in the solicitation document; or
 2. Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw a bid must be in writing and approved by the Purchasing Official.

A.13 IRREVOCABLE OFFER

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

A.14 BID EXPENSES

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

A.15 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 successful Bidder 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 successful Bidder shall refund to Manatee County any money which has been paid for same. The successful Bidder will be responsible for attorney fees in the event the successful Bidder defaults and court action is required.

A.16 RESERVED RIGHTS

County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Also, 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 County. Any sole response received by the first submission date may or may not be rejected by County depending on available competition and current needs of County. 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 meets or exceeds the quality of goods and/or services set forth in the IFB documents or otherwise required by County.

To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the IFB. **Bidders must fully comply with the IFB documents in their entirety.**

To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the bid requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Also, County reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to furnish the service requested. Information 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.17 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 the Manatee County Purchasing Division shall be in accordance with the Manatee County Purchasing Ordinance as amended.

A.18 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.

A.19 SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of \$1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Form #5A is provided for the bidder's convenience.

A.20 COLLUSION

By submitting a bid in response to this IFB, bidder certifies that it has not divulged, discussed or compared its bid with any other bidder, 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 resulting agreement to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure the resulting agreement upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by bidder for purpose of doing business.

A.21 CODE OF ETHICS

With respect to this bid, if any bidder violates, directly or indirectly, the ethics provisions of the Manatee County Procurement Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder will be disqualified from eligibility to perform services or provide the goods described in this IFB, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids to supply goods or services to Manatee County.

By submitting a bid, the bidder represents to County that all statements made and materials submitted are truthful, with no relevant facts withheld. If a bidder is determined to have been untruthful in their bid or any related presentation, such bidder will be disqualified from eligibility to provide the goods and/or services described in this IFB, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids to supply goods or services to Manatee County.

A.22 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, as that term is defined in Section 287.133, Florida Statutes, may not submit a bid to provide any goods or services to a public entity; may not submit a bid with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted list.

In addition, the Manatee County Procurement Code prohibits the award of any bid to any person or entity who/which has, within the past five (5) years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any 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 matter.

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to do business with 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 such a record and is therefore eligible to seek and be awarded business with 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 Public Contracting and Environmental Crimes Certification form is attached herein for this purpose.

A.23 INDEMNIFICATION

The successful Bidder 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 contract 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.

A.24 CONTRACT

The agreement resulting from the acceptance of a bid shall be in the form of purchase order.

A.25 TERMINATION OF CONTRACT

Manatee County reserves the right to terminate any contract, at any time, with or without cause.

A.26 PURCHASING COOPERATIVE

It is the intent of this Invitation for Bid to include requirements and to obtain bids on behalf of Manatee County and reserve the right for the entities belonging to the Sarasota Bay Chapter of NIGP to obtain purchases from this bid proposal. This opportunity is also made available to any and all local, County, Public Educational Institutions, non-profits, and the State of Florida. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Manatee County will not be financially responsible for the purchase of other entities from this solicitation.

A.27 DISCOUNTS

Any and all discounts must be incorporated in the prices contained in the bid and not shown separately. The prices indicated on the Bid Form shall be the prices used in determining award.

A.28 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. No. 59-78-0089K; Florida Sales Tax Exempt Cert. No. 85-8012622206C-6); therefore, the bidder is prohibited from delineating a separate line item in his bid for any sales or service taxes. Nothing herein shall affect the bidder's normal tax liability.

The successful bidder shall be responsible for the payment of taxes of any kind and character, including, but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and materials furnished under the award in accordance with the laws and regulations of the place of the project which are applicable during the performance of the work. Nothing herein shall affect the bidder's normal tax liability.

A.29 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the IFB documents, all equipment, materials and articles provided shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the IFB 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.

A.30 DELIVERY

Unless otherwise specified, all prices are to be FOB Destination.

A.31 AUTHORIZED PRODUCT REPRESENTATION

The bidder, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. Failure to do so may, in the County's sole discretion, be deemed a material breach of the resulting agreement and shall constitute grounds for County's immediate termination of the resulting agreement.

A.32 ROYALTIES AND PATENTS

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

A.33 AMERICANS WITH DISABILITIES ACT

County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of 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 cover page of this IFB document at least twenty-four (24) hours in advance of either activity.

A.34 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, County hereby notifies all bidders that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this IFB and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of bid award.

A.35 MINORITY BUSINESS ENTERPRISE / DISADVANTAGED BUSINESS ENTERPRISE

The State of Florida Office of Supplier Diversity provides the certification process and the database for identifying certified MBE/DBE firms. Additional information can be obtained at <http://www.osd.dms.state.fl.us/iframe.htm> or by calling (850) 487-0915.

A.36 SUBCONTRACTORS.

The successful bidder will obtain prior written approval from the County for any subcontractor(s) and the work they will perform. A subcontractor is defined as any entity performing work within the scope of the project who is not an employee of the successful bidder.

Bidders subcontracting any portion of the work shall include a list of subcontractors along with their bid. The list shall include: name and address of subcontractor, type of work to be performed and the percent of the contract amount to be subcontracted.

Prior to the employment of any person under this contract, the successful bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the successful bidder to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the successful bidder to perform work pursuant to the contract with Manatee County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

Only those individuals determined eligible to work within the United States shall be employed under this contract.

By submission of a bid in response to this IFB, the successful bidder commits that all employees and subcontractors will undergo e-verification before placement on this contract.

If County has reasonable objection to any subcontractor, the County may request the successful bidder to submit an acceptable substitute without an increase in contract sum or contract time.

If successful bidder declines to make any such substitution, the County may award the resulting agreement to the next lowest qualified bidder that proposes to use acceptable subcontractors, who County does not make written objection to. In the event the

successful bidder declines to make any such substitution post award, the County may exercise its right to terminate the agreement.

The successful bidder shall maintain sole responsibility for the actions of its employees and subcontractors. New employees brought in after contract award shall follow the same requirement stated above for the life of the contract.

A.37 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this IFB become public records, and shall be subject to public disclosure requirements pursuant to Florida Statute, Chapter 119.

Bids become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No review or analysis of the bid shall be conducted at the public bid opening.

Based on the above, County will receive bids at the time and date stated and will make public at the opening the names of the business entities which submitted a bid and any amount presented as a total offer without any verification of the mathematics or the completeness of the bid.

If the County rejects all bids and concurrently notices its intent to reissue the solicitation, the rejected bids are exempt from public disclosure until such time as County provides notice of an intended decision concerning the reissued solicitation or until County withdraws the reissued solicitation. A bid is not exempt for longer than twelve (12) months after the initial notice rejecting all bids.

In any agreement entered into by the County wherein the successful bidder is acting on behalf of the County, the successful bidder is required to comply with Florida Statute, Section 119.0701 which requires keeping, maintaining and disclosing public records.

A.38 LOCAL PREFERENCE

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

Local preference shall not apply to the following categories of agreements:

1. Purchases or agreements which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions governing the funds prohibit the preference.

2. Any bid announcement which specifically provides that local preference, as set forth in this section, is 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.
3. For a competitive solicitation for construction services in which fifty percent (50%) or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.

To qualify for local preference under this section, a **local business must provide certification to County** by completing an **"Affidavit as to Local Business"** form which is available for download at www.mymanatee.org/vendor. Click on "Affidavit for Local Business" to access and print the form. Complete, notarize, and mail the notarized original to: Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

It is the responsibility of the bidder to ensure accuracy of the affidavit and notify County of any changes affecting same.

A.39 VENDOR REGISTRATION

Registering your business will provide Manatee County a sourcing opportunity to identify supplies of goods and services, plus identify local businesses.

You may register online at www.mymanatee.org/vendor. If you need any assistance, please call (941) 749-3014, Monday – Friday, 8:00 A.M. to 5:00 P.M., excluding holidays, and the Purchasing Division can assist you as needed.

Registration is not mandatory; however, by taking the time to register, you are helping the County to provide timely notification of quotation, bid and proposal opportunities to your business.

A.40 ENVIRONMENTAL SUSTAINABILITY

All bidders 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 have a reduced adverse effect on the environment.

Bidders shall acknowledge whether or not their organization has an environmental sustainability initiative by checking the appropriate box on the bid form. In addition, the bidder shall submit a summary of their environmental sustainability initiative along with their bid. This information will be used as a determining factor in the award decision when all other evaluative factors, including local preference policies are otherwise equal.

A.41 ePAYABLES

Manatee County Board of County Commissioners and the Manatee County Clerk of the Circuit Court have partnered to offer the ePayables program, which allows payments to be made to vendors via credit cards.

The Clerk of the Circuit Court will issue a unique credit card number to vendor after goods are delivered or services rendered, vendors submit invoices to the remit to address on the purchase order. When payments are authorized, an email notification is sent to the vendor. The email notification includes the invoice number(s), invoice date(s), and amount of payment. There is no cost for vendors to participate in this program; however, there may be a charge by the company that processes your credit card transactions.

If you are interested in participating in this program, please complete the ePayables Application attached herein and return the completed form via email to Ms. Lori Bryan, Supervisor at lori.bryan@manateeclerk.com.

A.42 PAYMENT / PARTIAL PAYMENTS

Within forty-five (45) days after completion of services by the supplier, acceptance by the County, and presentation of an appropriate invoice, the County shall pay the total amount due. Invoices shall include the Purchase Order number. Receipts showing the vendor's cost for materials must accompany invoices where billing for materials is allowed.

A.43 FUNDING

This bid is subject to the appropriation of funds in an amount sufficient to allow continuation of the County's performance in accordance with the terms and conditions of this bid. The county shall provide prompt written notice to the vendor that sufficient funds have not been appropriated to continue its full and faithful performance under the terms of this bid, and shall, effective thirty (30) days after giving such notice or upon the expiration of the time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to the bid.

A.44 CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER – TERM CONTRACTS

It is hereby made a part of this Invitation for Bid that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Manatee County shall require a "first priority" basis for services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Contractor agrees to provide services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all services required during an emergency situation. Contractor shall furnish a twenty-four (24) hours phone number in the event of such an emergency.

A.45 PRECEDENCE

Statements contained in the Specific Terms and Conditions and Minimum Technical Specifications section of this Invitation for Bid, which vary from the information contained in this section A, Information to Bidders, shall have precedence.

END OF SECTION A

SECTION B

MINIMUM TECHNICAL SPECIFICATIONS

B.01 PURPOSE

It is the intent of Manatee County to solicit bids from qualified and experienced Contractors to provide a turn-key solution for the implementation of a VBlock® System and additional software, hardware, and related services as specified herein. The selected Contractor shall provide all necessary labor, equipment, parts and services required to install and to ensure the VBlock® System is complete, tested, validated, and fully operational and all requested services are performed and completed. The selected Contractor shall also provide all drawings, documentation, training and warranty services requested herein at no additional cost to the County.

B.02 GENERAL REQUIREMENTS

All equipment provided and installed for this project shall be new and unused, and meet or exceed the manufacturer specifications of the equipment specified herein. No substitutions will be accepted. The County shall be the sole judge in determining equipment equivalence. Any excess/unused equipment and materials from the project and any additional purchases shall remain in the County's possession.

The selected Contractor shall be required to ensure that all electronic and electrical components provided in this project are UL Laboratory approved and shall be properly identified with UL Laboratory approved labels. The selected Contractor shall be responsible for recording and submitting the corresponding serial numbers, quantities, manufacturers, and model numbers of all equipment installed in this project to the County.

B.03 SCOPE OF SERVICES

As part of the County's converged technology deployment, the County is soliciting pricing on a VBlock® system built on the Cisco unified computing system with Intel® Xeon processor and storage from EMC and virtualization from VMware. Included in this deployment are the following services:

- Perform post-install quality check that ensures no faults or other error conditions.
- Verify solution for production operation including power, cooling, software, firmware, hardware, configuration.
- Work with County staff to integrate the system into existing network, backup, monitoring, and other solutions.
- Migrate licensing and establish vendor maintenance and support.

- Configure all elements according to best practices for availability, performance, capacity, maintainability and transfer knowledge to staff about these best practices. Install, test, verify, and demonstrate management facilities including hardware and software.
- Provide documentation, including as-built diagrams, inventory, procedures, run books, and related resources necessary for maintenance, troubleshooting, monitoring, and other operations of the environment.
- Perform pre-production testing including typical virtual server operations (create, destroy), storage operations (present file and block), and network operations (assign ports, add VLANs). Test and verify redundancy and failover of each layer of the solution
- Migrate existing data from current NetApp storage controllers (NFS and 5MB) and virtual servers into new infrastructure. This includes VMWare data stores as well as direct NFS | 5MB mounts.
- Work with County staff to resolve any outstanding functional, performance, reliability, capacity or other issues to ensure the solution works as expected prior to final acceptance and, upon final acceptance, will provide a warranty period to cover all aspects of the solution.

B.04 DELIVERABLES AND PAYMENTS

The selected Contractor shall provide, design, configure, install, test, and validate all the items specified herein. Deliverables and payment milestones for these items shown below shall be met unless delayed by the County in writing.

The selected Contractor shall provide a minimum of one (1) week prior notice to the County for the delivery and installation of all items requested herein.

All work shall be performed at the following two (2) sites:

- 1) Manatee County Administration Building
1112 Manatee Avenue West
Bradenton, FL 34205
- 2) Manatee County Public Safety Center
2101 47th Terrace East
Bradenton, Florida 34203

Progress payments shall be made in accordance with actual work completed as determined by the County. Partial payments other than the payment schedule listed herein may be made at the sole discretion of the County. It is envisioned that this would only be necessary in the event of delays on the County's part that are not caused by the Contractor.

Final system acceptance shall occur when all tests have been successfully completed, all equipment and systems are fully operational and all contractual requirements have been fulfilled. The County will be the sole judge in determining the success of the system's performance.

B.05 SUBCONTRACTING

The selected Contractor shall be responsible for 100% of the materials and services requested herein. In no case shall the use of subcontractors relieve the Contractor of any obligations or services as set forth in this specification.

B.06 PROJECT MANAGER

The selected Contractor shall assign a Project Manager to oversee all aspects of this project. The selected Contractor shall submit a resume of the assigned Project Manager to the County for review upon award of this Bid. The County may, at its sole discretion, request replacement of the assigned Project Manager at any time during the project upon giving the Contractor a ten (10) day written notice.

The Project Manager shall be responsible for submitting project status reports representing the current project status every week until the final payment has been made by the County.

B.07 TIME OF COMPLETION

The selected Contractor shall provide all tools, vehicles, test equipment, parts, materials, and any personnel necessary to ensure that the project will be completed within the specified milestones listed herein.

- **Milestone 1:** Deliver, install, configure, commission, and test primary site infrastructure within 60 days of receipt of purchase order.
- **Milestone 2:** Deliver, install, configure, commission, and test secondary site infrastructure within 75 days of receipt of purchase order.
- **Milestone 3:** Configure, test, and commission replication between two sites within 90 days of receipt of purchase order. Complete integration with backup and monitoring systems.
- **Payment 1:** 40% of the total bid value
- **Milestone 4:** Successful migration of 50% of existing virtual servers and storage to new environment within 120 days of receipt of purchase order.
- **Payment 2:** 15% of total bid value
- **Milestone 5:** Successful migration of 100% of existing virtual servers and storage to new environment within 180 days of receipt of purchase order.
- **Payment 3:** 15% of total bid value
- **Milestone 6:** Install, configure, commission, and test automation tools for infrastructure management within 180 days of receipt of purchase order.

- **Milestone 7:** Deliver documentation, knowledge transfer, and training within 180 days of receipt of purchase order.
- **Payment 4:** 10% of total bid value
- **Milestone 8:** Upon completion of Milestone 5, all systems must run without fault or error for three consecutive months and all hardware, software, and firmware shall be registered with Manatee County as the owner. All automated and manual support shall be established and operational.
- **Payment 5:** 20% of total bid value

B.08 WORK HOURS

All work shall be performed between the hours of 8:00 AM and 5:00 PM for all system installation and replication (unless authorized in advance by the County in writing at the County's sole discretion). All work including testing that may impact any production system shall be scheduled to minimize impact with prior approval from the County.

Contractor shall coordinate all required tests with the County and provide a minimum of 48 hour notice prior to the start of testing.

B.09 PROTECTION OF PERSON'S AND PROPERTY

The selected Contractor shall have the obligation to protect persons and all private and public property from damage, injury and death until the final acceptance of the completion of the entire project.

B.10 WARRANTY

The selected Contractor shall fully guarantee the performance of all equipment and components furnished under this contract and warrant them against defects in materials and workmanship for a period of three (3) years from the date of acceptance by the County.

Warranty service calls made by telephone and/or email to the Contractor or his/her designated representative shall hereby define as proper notification of required warranty service. The Contractor shall email the disposition of the service calls to the County within twenty-four (24) hours of the resolution of that service call.

Any malfunctioning component shall be restored to normal operation within four (4) hours upon receipt of notification from the County. All warranty related services shall be performed at no cost to the County.

The effective date of warranty shall commence upon system acceptance.

B.11 SYSTEMS ACCEPTANCE

The selected Contractor shall provide a detailed description of all tests to be performed for approval at least forty-eight (48) hours prior to the scheduled test date. Contractor shall demonstrate the operation of the total system.

B.12 DOCUMENTATION REQUIREMENTS

Upon completion of installation and after the final acceptance of all systems, the selected Contractor shall supply a complete set of as-built documentation two (2) hard copies and one (1) digital as follows:

- System block diagram
- Multi-wire line diagram
- As-built prints of the equipment configuration
- Final acceptance test data sheet
- Updated material list with quantities, model numbers, and serial numbers
- Manufacturer manuals/data sheets on all equipment
- Manufacturer representatives and telephone numbers
- Operation manual
- Maintenance manual
- User manual
- Warranty cards
- All software media and / or download locations
- All software license keys, activation codes or similar

The above documentation shall be legible and shall illustrate in detail the interconnection of every component in its correct functional relationship showing the positional and geographical location. All diagrams and documents shall be provided in an editable format (e.g., docx, xlsx, vsdx) to allow for future maintenance. All such documentation shall be provided at no additional cost to the County.

All information including, but not limited to, the definition of symbols, terms, and acronyms shall be included to assist a clear understanding of the documentation.

B13. COMPLETION AND ACCEPTANCE

The work shall be under the charge and care of the selected Contractor until final acceptance of the work. The selected Contractor shall take every precaution against injury or damage to the work from the action of the elements or any other cause, whether arising from the execution of the work. The selected Contractor shall rebuild, restore, and make good, at the selected Contractors expense, all injuries or damage to the work occurring before acceptance of the work.

Any loss of damage arising from all unforeseen obstructions or difficulties, either natural or artificial, encountered in the prosecution of the work; or from any act or omission not authorized by these specifications, on the part of the selected Contractor or subcontractor shall be sustained by the bidder.

B14. CONTRACTOR'S PROBLEM LOG

If services and / or delivery fall below an acceptable level, as determined by the County, the County shall notify the selected Contractor in writing of the problems. The selected Contractor shall respond in writing to the County, indicating what steps are being taken to correct the unacceptable service. If the unacceptable service is not corrected payment may be withheld by the County until corrections are made.

B15. CARE AND CUSTODY

The selected Contractor accepts full responsibility for the security against loss or damage to the equipment involved while in his possession of any of his agents. The selected Contractor shall reimburse the County for any loss or damage to County equipment in his or his agents care or custody.

B16. DEFECTIVE PARTS / MATERIALS / EQUIPMENT

The selected Contractor agrees to replace any and all defective parts / materials / equipment supplied herein, at no cost to the County.

B17. DELIVERY COSTS

Prices bid shall include all delivery and unloading charges as specified herein.

END OF SECTION B

SECTION C
BASIS OF AWARD

Award shall be made to the lowest, responsive, responsible Bidder meeting specifications and having the lowest Total Bid Price. Bid prices shall include shipping FOB Destination, costs for furnishing all labor, equipment, materials, and services as specified for the completion of the Work in accordance with and in the manner set forth and described in the IFB documents.

Successful Bidder shall be an authorized VCE/VBlock® reseller and have performed similar complexity of service successfully for a minimum period of three (3) continuous years from the date of release of this Information for Bid.

Whenever two or more bids are equal with respect to price, quality and service, the bid received from a local business shall be given preference in award. Whenever two or more bids, which are equal with respect to price, quality and service are received, and both or neither of these bids 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 that for at least six (6) months prior to the announcement of the solicitation of bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one fulltime employees at that location.

END OF SECTION C

VCE INTEGRATED DUAL SITE SERVER & STORAGE SOLUTION

CONTRACTOR'S QUESTIONNAIRE

(Must submit with Bid Form)

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

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID

1. COMPANY'S NAME: _____
CO. PHYSICAL ADDRESS: _____
TELEPHONE NUMBER: (____) _____ FAX: (____) _____

2. Bidding as an; individual; ___ a partnership; ___ a corporation; ___ a joint venture; ___

3. If a partnership: list names and addresses of partners; if a corporation: list names of officers, directors, shareholders, and state of incorporation; if joint venture: list names and address of venturers and the same if any venturer is a corporation for each such corporation, partnership, or joint venture:

4. Your organization has been in business (under this firm's name) as a _____ for how many years? _____

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

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

Company Name: _____

IFB #15-2855BLS

VCE INTEGRATED DUAL SITE SERVER & STORAGE SOLUTION

CONTRACTOR'S QUESTIONNAIRE

(Must submit with Bid Form)

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

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID

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

1)

2)

3)

8. Provide with your bid evidence that you are an authorized VCE/VBlock® reseller.

Company Name: _____

Attachment "A"

STATEMENT OF NO BID
INVITATION FOR BID #15-2855BLS
VCE INTEGRATED DUAL SITE SERVER & STORAGE SOLUTION

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

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

We, the undersigned, have declined to bid on IFB #15-2855BLS, 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)

ATTACHMENT B

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

**SWORN STATEMENT PURSUANT TO ARTICLE V,
MANATEE COUNTY PROCUREMENT 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 an Owner's Agreement for public improvements, procurement of goods or services (including professional services) or an Owner's lease, franchise, concession or management agreement, or shall receive a grant of Owner's monies unless such person or entity has submitted a written certification to Owner 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 Owner's Purchasing Official, 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 Owner's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Owner.

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 AGREEMENT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

[Signature]

STATE OF FLORIDA
COUNTY OF _____

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

Personally known _____ OR Produced identification _____
[Type of identification]

_____ 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.

Attachment "C"

INSURANCE REQUIREMENTS

The successful Bidder will not commence Work under the resulting Agreement until all insurance under this section, and such insurance coverage as might be required by Owner, has been obtained. The successful Bidder shall obtain and submit to the Purchasing Division within ten (10) calendar days from the date of notice of intent to award, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

Insurance / Bond Type	Required Limits
<input type="checkbox"/> Automobile Liability:	Bodily Injury and Property Damage, Owned/Non-Owned/Hired; Automobile included \$ 1,000,000 each occurrence <i>This policy shall contain severability of interests' provisions.</i>
<input type="checkbox"/> Commercial General Liability: (Occurrence Form - patterned after the current ISO form)	Bodily Injury and Property Damage \$ 1,000,000 single limit per occurrence; \$ 1,000,000 aggregate This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability. <i>This policy shall contain severability of interests' provisions.</i>
<input type="checkbox"/> Employer's Liability:	\$ 100,000 single limit per occurrence
<input type="checkbox"/> Worker's Compensation:	Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits & Requirements
<input type="checkbox"/> Other Insurance, as noted:	<input type="checkbox"/> Aircraft Liability \$ per occurrence Coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the services under this Agreement. <input type="checkbox"/> Installation Floater \$ If the resulting Agreement does not include construction of or additions to above ground building or structures, but does involve the installation of machinery or equipment, successful Bidder shall provide an " Installation Floater " with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s). <input type="checkbox"/> Maritime Coverage (Jones Act) \$ per occurrence Coverage shall be maintained where applicable to the completion of the Work.

Nothing herein shall in any manner create any liability of Owner in connection with any claim against the successful bidder for labor, services, or materials, or of Subcontractors; and nothing herein shall limit the liability of the successful bidder or successful bidder's sureties to Owner or to any workers, suppliers, material men or employees in relation to the resulting Agreement.

Builder's Risk Coverage. The successful bidder shall procure and maintain during the entire course of the Work a builder's risk policy, completed value form, insured to provide coverage on an all risk basis, including coverage for off-site stored materials and including coverage for theft. This coverage shall not be lapsed or cancelled because of partial Acceptance by the Owner prior to final Acceptance of the Project. Successful bidder shall recommend to Owner any additions to the Project Costs resulting from any casualty described in Article XII General Conditions of the Construction Agreement, including those costs, expenses and other charges (including normal and ordinary compensation to the successful bidder) necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications. The nature, level and type of builder's risk coverage (including completed value or replacement cost coverage) shall be determined by Owner through insurers selected by successful bidder and approved by Owner.

Excess Policy or Umbrella. An excess policy or umbrella may be used to cover limits over and above Commercial General Liability.

Subcontractor's Public Liability and Property Damage Insurance. The successful bidder shall require each Subcontractor to procure and maintain during the term of the subcontract, insurance of the type specified above, or insure the activities of Subcontractors in its policy, as approved by Owner prior to performance of any services. The levels of coverage as set forth in the table above may be adjusted to require a reduced level of coverage consistent with the scope of Work to be provided by that particular Subcontractor. Any reduction in the levels of insurance coverage required by the successful bidder's standard form of subcontract shall be approved by the Owner.

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

Worker's Compensation Insurance. The successful bidder shall procure and maintain during the term of the Contract Documents, workers' compensation insurance for all its employees connected with the Work and shall require all Subcontractors similarly to provide workers' compensation insurance for all their employees unless such employees are covered by the protection afforded by successful bidder. Such insurance shall comply with the Florida Workers' Compensation Law. The successful bidder shall provide adequate insurance, satisfactory to Owner, for the protection of employees not otherwise protected.

By way of its submission of a bid hereto, bidder:

- a. Represents that bidder maintains, and will maintain during the term of any Agreement arising from this solicitation, all insurance coverage required herein from responsible companies duly authorized to do business under the laws of the State of Florida that hold a rating of "A-" or better by Best's Key Guide, latest edition, and are deemed acceptable to Owner as set forth in this solicitation.

- b. Agrees that insurance, as specified herein, shall remain in force and effect without interruption from the date of commencement of the Work throughout the duration of the Project, and shall remain in effect for at least two (2) years after the termination of the Contract Documents.
- c. Agrees that if the initial or any subsequently issued certificate of insurance expires prior to completion of the Work, successful bidder shall furnish to Owner renewal or replacement certificate(s) of insurance no later than ten (10) calendar days after the expiration date on the certificate. Failure of successful bidder to provide Owner with such renewal certificate(s) shall be considered justification for Owner to terminate any and all Agreements.
- d. Agrees that bidder and/or its insurance carrier shall provide thirty (30) days written notice to Owner of policy cancellation or non-renewal on the part of the insurance carrier or the successful bidder. Successful bidder shall also notify Owner, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by successful bidder from its insurer and nothing contained herein shall relieve successful bidder of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by successful bidder hereunder, successful bidder shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- e. Agrees that failure of successful bidder to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the resulting Agreement, which may result in immediate termination.
- f. Agrees that, should at any time the successful bidder not maintain the insurance coverage(s) required herein, Owner may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge successful bidder for such coverage(s) purchased. If successful bidder fails to reimburse Owner for such costs within thirty (30) days after demand, Owner has the right to offset these costs from any amount due successful bidder under this Agreement or any other agreement between Owner and successful bidder. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance companies used. The decision of Owner to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- g. Agrees to provide, upon request, the entire and complete insurance policies required herein.
- h. The payment of deductibles for insurance required of the successful bidder by the Contract Documents shall be the sole responsibility of the successful bidder.

Certificate of Insurance Requirements:

- a. Certificates of insurance in duplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division 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 and title of the Project, and must read: For any and all work performed on behalf of Manatee County.
- b. Additional Insured: The Automobile Liability and Commercial General Liability policies provided by the successful bidder to meet the requirements of this IFB shall name Manatee County, Board of County Commissioners, as an additional insured as to the operations of the successful bidder under this IFB and shall contain severability of interests provisions.

c. In order for the certificate of insurance to be accepted it **must** comply with the following:

1. The "Certificate Holder" shall be:

Manatee County

Board of County Commissioners

Bradenton, FL

IFB# 15-2855BLS, VCE INTEGRATED DUAL SITE SERVER & STORAGE SOLUTION

For any and all work performed on behalf of Manatee County.

2. Certificate shall be mailed to:

Manatee County Purchasing Division

1112 Manatee Avenue West, Suite 803

Bradenton, FL 34205

Attn: BONNIE SIETMAN, SR. BUYER

BIDDER'S INSURANCE STATEMENT

THE UNDERSIGNED hereto have read and understand the aforementioned insurance requirements of this IFB and note that the evidence of insurability shall be required within ten (10) days from the date of notice of intent to award.

Bidder Name: _____ Date: _____

Bidder's Signature: _____

Print Name: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

Please return this completed and signed statement with your bid.

BID FORM

INVITATION FOR BID #15-2855BLS

VCE INTEGRATED DUAL SITE SERVER & STORAGE SOLUTION

We, the undersigned, hereby declare that we have carefully reviewed the IFB Documents in their entirety and with full knowledge and understanding of the aforementioned herewith submit this bid, completely meeting each and every specification, term, and condition contained therein.

As bidder, we understand that the IFB documents, in its entirety, including but not limited to, all specifications, terms, and conditions shall be made a part of any resulting Agreement between Manatee County and the successful bidder. Failure to comply shall result in Agreement default, whereupon, the defaulting successful bidder shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by County.

Communications concerning this bid shall be addressed as follows: **(Complete all fields)**

Bidders' Name: _____

Mailing Address: _____

Telephone: __ () _____ Fax: __ () _____

Email Address: _____

Acknowledge Addendum No. _____ Dated: _____

Acknowledge Addendum No. _____ Dated: _____

Acknowledge Addendum No. _____ Dated: _____

Environmental Sustainability - The Company submitting this bid has an environmental sustainability initiative currently in place. ____ Yes ____ No If yes, the bidder shall submit a summary of their environmental sustainability initiative along with their bid.

Authorized Signature(s): _____

Name and Title of Above Signer(s): _____

Date: _____

BID FORM

INVITATION FOR BID #15-2855BLS

VCE INTEGRATED DUAL SITE SERVER & STORAGE SOLUTION

VCE SKU:	ITEM DESCRIPTION:	QTY	TOTAL BID PRICE
----------	-------------------	-----	-----------------

6.0

Manatee County Gov DC Transformation
with three (3) years of maintenance and support
(inclusive of all necessary materials, equipment, labor, and
supplies) and fully conforming to all requirements specified in
this IFB

1

\$ _____

COMPANY NAME: _____