



**REQUEST FOR PROPOSAL #10-0674BS**  
**Security Access – Judicial Center**  
**Annual Maintenance Agreement**  
**Certified “GE Strategic Partner” for Diamond II & Facilities Commander**

Manatee County, a political subdivision of the State of Florida (hereinafter "Manatee County" or the "County") will receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, for the purpose of providing annual maintenance for security access at the Judicial Center Facility.

**TIME AND DATE DUE:** Proposals will be received until 4:00 p.m., Tuesday, January 26, 2010, at which time they will be **publicly opened**. All interested parties are invited to attend this opening.

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**Important note: A prohibition of Lobbying has been enacted. Please review paragraph A.18 carefully to avoid violation and possible sanctions.**

**FOR INFORMATION CONTACT:**  
 Bonnie Sietman, Buyer, Phone 941.749.3046, Fax 941.749.3034  
 Manatee County, Financial Management Department, Purchasing Division

AUTHORIZED FOR RELEASE: \_\_\_\_\_

REQUEST FOR PROPOSAL #10-0674BS  
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SECTION A: INFORMATION TO PROPOSERS

PROPOSERS MUST COMPLY WITH THE FOLLOWING INSTRUCTIONS TO BE CONSIDERED FOR SELECTION.

A.01 OPENING LOCATION

These proposals will be publicly opened at Manatee County Purchasing, 1112 Manatee Avenue West, 8th Floor, Suite 803, Bradenton, Florida 34205, in the presence of County officials at the time and date stated on the cover sheet. All proposers or their representatives are invited to attend.

Proposals become “Public Records” ten (10) days after the proposal opening or if an award decision is made earlier than this time as provided by Florida Statute 110.071. **No announcement of pricing or review of the proposal documents shall be conducted at the public opening of the proposals.**

A.02 PROPOSAL INFORMATION AND PROPOSAL DOCUMENTS

**Bids and Proposals** on <http://www.mymanatee.org> Bid or Proposal documents and the Notices of Source Selection related to those Bids or Proposals are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under “Bids and Proposals.” You may view and print these files 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.

**Manatee County collaborates with the Manatee Chamber of Commerce** on distributing solicitations using the RFP Tool web page on the Chambers website: <http://www.Manateechamber.com> to post Bid and Proposal documents in a portable document format (.PDF) file. This step is in addition to the posting on Manatee County Government web pages.

Manatee County may also use an internet service provider to distribute Bids and Proposals. A link to that service <http://www.DemandStar.com>, is provided on this website under the Tab “DemandStar”. Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Note: The County posts the Notice of Source Selection seven calendar days prior to the effective date of the award.

**A.03 PROPOSAL FORM DELIVERY REQUIREMENTS**

Any proposals received after the stated time and date will not be considered. It shall be the sole responsibility of the proposer to have their proposal delivered to the Manatee County Purchasing office for receipt on or before the stated time and date.

If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Purchasing Office. Proposals 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 proposer's request and expense.

**A.04 CLARIFICATION & ADDENDA**

Each proposer shall examine all Requests for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Proposal shall be made in writing 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.

It shall be the responsibility of each proposer, prior to submitting their proposal, to contact the Manatee County Purchasing Office (see contact information on page 1) to determine if addenda were issued and to make such addenda a part of the proposal.

Tuesday, January 19, 2010 @ 4:00 shall be the deadline for clarification requests, inquiries, suggestions or interpretations and/or additional information pertaining to this Request for Proposals. This deadline has been established to maintain fair treatment for all potential bidders or proposers.

**A.05 SEALED & MARKED**

**Three (3) signed copies** of your proposal shall be submitted in one sealed package, clearly marked on the outside "**Sealed Proposal #10-0674BS**" and addressed to:

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

A.06 LEGAL NAME

Proposals shall clearly indicate the legal name, address and telephone number of the proposer (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the proposer to the submitted proposal.

A.07 PROPOSAL EXPENSES

All expenses for making proposals to the County are to be borne by the proposer.

A.08 EXAMINATION OF OFFER

The examination of the proposal and the proposer generally requires a period of not less than thirty (30) calendar days from the date of the opening of the proposals.

A.09 DISCLOSURE

Proposals become "Public Records" ten (10) days after the proposal opening or if an award decision is made earlier than this time as provided by Florida Statute 119.071. No announcement or review of the proposal documents shall be conducted at the public opening of the proposals.

A.10 ERRORS OR OMISSIONS

Once the proposal is submitted, the County shall not accept any request by any proposer to correct errors or omissions in the proposal. No changes shall be allowed until a selection is made and contract negotiations actually begin.

A.11 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received by the first submission date may or may not be rejected by the County, depending on available competition and timely needs of the County. The County reserves the right to award the contract to a responsible proposer submitting a responsive proposal, with a resulting negotiated agreement which is most advantageous and in the best interests of the County. The County shall be the sole judge of the proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to: current financial statements prepared by an independent CPA; verification of availability of equipment and personnel; and past performance records.

#### A.12 APPLICABLE LAWS

Proposer 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 Code of Laws 2-26, as amended. Any actual or prospective proposer 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 Chapter 2-26-61 of the Manatee County Code of Laws. A protest with respect to this Request for Proposal shall be submitted in writing prior to the scheduled opening date of this proposal, 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 proposal. 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.

#### A.13 CODE OF ETHICS

With respect to this proposal, if any proposer violates or is a party to a violation of the Code of Ethics of Manatee County per Manatee County Code of Laws, Article III, 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 proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work or for goods or services for Manatee County.

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

#### A.14 COLLUSION

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

- a. any prices and/or 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 proposer or with any competitor;
- b. any prices and/or cost data quoted for this proposal have not been knowingly disclosed by the proposer prior to the scheduled opening directly or indirectly to any competitor;
- c. no attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition;
- d. the only person or persons interested in this proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal 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 for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees.

#### A.15 PROPOSAL FORMS

Proposals must be submitted in the format specified in Section B of the Request for Proposal. The contents of each proposal shall be separated and arranged with tabs in the same order as listed in the subsections within Section B indentifying the response to each specific item to facilitate an expedient review of all responses.

#### A.16 DRUG FREE WORK PLACE

Drug Free Workplace Program: Manatee County Board of County Commissioners adopted a policy regarding maintaining a Drug Free Workplace, Resolution R-93-22. Proposers are asked to review the attached copy of the Resolution and provide either a certification of compliance with the program outlined in this Resolution or describe your firm's policy or program as it relates to maintaining a drug free workplace. This response will be considered with the other criteria described herein.

A.17 LOBBYING

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

A.18 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES;  
CERTIFICATION REQUIRED

A person or affiliate who has been placed on the State's convicted vendor list following a conviction for a public entity crime, as that term is defined in Florida Statute s. 287.133, may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of 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 Florida Statute s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

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

A.19 EQUAL EMPLOYMENT OPPORTUNITY

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 prospective proposers that they will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color, creed, sex, age or national origin in consideration for an award.

A.20 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 the **public meetings** specified herein (i.e. Information Conference or Proposal Opening), should contact the person named on the first page of this document at least twenty four (24) hours in advance of the activity.



## SECTION B: FORM OF PROPOSAL

This section identifies specific information which must be included with each response. Each proposal shall be arranged with tabs identifying the response to each specific item. Proposals must contain:

### B.01 MINIMUM QUALIFICATIONS

Manatee County is seeking Certified "GE Strategic Partners", that employ factory-certified technicians on GE's "Diamond II" and "Facilities Commander" software to provide full service maintenance, from professional service agencies, companies, corporations, partnerships, individuals, organization and/or other legal entities organized under the laws of the State of Florida to provide preventative maintenance, certified parts and repair services for the Manatee County Judicial Center. Components include, but are not limited to PTZ (pan/tilt/zoom) and fixed camera's, access readers, intercom system, ACU panels, DVR's, camera controllers, Dell towers, Fargo Card Printer, GE Card Photo Camera, labor rate and service calls in increments of 2, 4 and 8 hour on-site response for the Judicial Center, Diamond II program. This maintenance agreement shall also fully include the bailiffs monitor and intercom system that connects to the Judicial Center system located in the Historical Courthouse. The Proposer, the legal business that has the power to contract or sue and be sued that proposed to enter into a contract for the services outlined herein must be a Certified GE Strategic Partner and have provided professional certified GE Strategic repairs and maintenance service in the last three (3) years. Failure to assign at least one factory-certified technician to any resulting account with Manatee County will be considered grounds for termination.

### B.02 ADMINISTRATIVE SUBMITTAL

- a. Proposal Signature Form.
- b. Drug Free Work Place Certification (Attachment B).
- c. Public Contracting and Environmental Crimes Certification (Attachment C).
- d. Certificate of Insurance.

**B.03 INFORMATION TO BE SUBMITTED**

- a. Description of your firm's background and size. Include a statement of qualifications that includes your firm's professional credentials and experience in providing the specific types of services enumerated in the RFP, especially as it relates to Diamond II and/or Facilities Commander installations in a secure environment, or for a safety sensitive customer.
- b. Identify each principal of the firm and other "key personnel" who will be professionally associated with the County, i.e. all factory certified technicians, the length of time they have held certification and where they are located. Describe their background and respective areas of expertise. Include personalized resumes which identify the qualifications, training and experience of each person(s).
- c. Provide a list of clients for whom your firm has provide similar maintenance and service within the last three (3) years. Such information should include, but not be limited to:  
  
Company name, contact name, title, address and phone number of the organization(s) and individual(s) provided as references(s), the date and duration (by month and year) when these services were provided.
- d. Provide a summary of your firm's workload and evidence to demonstrate your firm's ability to satisfy the County's requirements.
- e. Provide a proposed schedule of preventative maintenance inspections and remedial maintenance services recommended by your firm that will occur during normal working hours.
- f. Provide detailed list of equipment that requires any repair or adjustments necessary to bring the equipment up to good operating conditions prior to commencement of maintenance service agreement.
- g. In the event that the Judicial Center installs new components not originally included in this proposal, the bidder may be requested to submit a price schedule to add the new components.
- h. Upon notification that a service problem exists, the bidder will visit the site within eight (8) normal business day hours for a routine problem, within four (4) hours for an emergency and within two (2) hours for an extreme emergency. The County determines whether an incident is to be considered "routine", "emergency" or an "extreme emergency".

- i. The following items listed are components that are currently installed and functional as part of the overall security system at the Judicial Center. The items marked with "stk" must be maintained as a spare component. These parts must be new components (with full factory warranty). *If any items listed below are unique to Manatee County, identify items and issue a price proposal separately.*
- |     |     |   |
|-----|-----|---|
| 1)  | stk | Panasonic PTZ camera's                    |
| 2)  | stk | Panasonic Fixed camera's                  |
| 3)  | stk | i series HID readers                      |
| 4)  | stk | Zentil intercom system                    |
| 5)  | stk | GE ACU panels (including Ethernet panels) |
| 6)  | stk | Power Supply (for ACU panels)             |
| 7)  | stk | Panasonic DVR's                           |
| 8)  | stk | Panasonic camera controllers              |
| 9)  | stk | Dell towers                               |
| 10) | stk | Fargo card printer                        |
| 11) | stk | GE card photo camera                      |
| 12) | stk | battery backups                           |
| 13) | stk | Pelco monitors                            |
- j. Annual maintenance agreement with detailed pricing schedule of hourly rates, overtime rates (night, weekends & holidays), service calls, travel rates and technical specialists (Network & programming), project manager and any other contract labor rate clarifications that may apply to the resulting agreement and descriptive information detailing when such rates apply.
- k. Include specific software support agreement guidelines including Diamond II licenses, Facilities Commander licenses, antivirus updates, patches, and software upgrades properly entitled to GE support.
- l. Outline technical support for all non-emergency technical questions.
- m. Provide part pricing structure for years 1, 2 and 3. Include discount percentage of MSRP for each year individually. Any OEM accelerated parts price increase adjustment during the contract duration must be documented.
- n. Submit any other additional information which would assist the County in evaluating your proposal.

- o. Submit a narrative explaining the direct economic benefit to Manatee County to be realized by selecting your firm. During the term of this agreement detail the employment, subcontracting, and support service contracting as economic stimulus that your entity may generate that would directly benefit Manatee County.

**NOTE:** The County reserves the right to make such investigation and solicit additional information or submittals as it deems necessary to determine the ability of any proposer to perform the Scope of Services stated in this Request for Proposal.

## SECTION C: SELECTION

### C.01 EVALUATION FACTORS

Evaluation factors are price and perceived ability of the Proposer to perform the Scope of Services as stated in this Request for Proposal in the timeliest and efficient manner, and the proposal(s) which will overall best meet the needs of Manatee County as determined from the responses to this Request for Proposal and subsequent investigation by the County.

### C.02 RELATIVE IMPORTANCE OF EVALUATION FACTORS

No weight has been assigned to the Evaluation Factors stated above.

### C.03 PRELIMINARY RANKING

A Selection Committee may determine from the response to this Request for Proposal and subsequent investigation as necessary, the Proposers most susceptible of being selected for award.

### C.04 REVIEW OF PROPOSERS AND PROPOSALS

Review shall be conducted with responsible Proposers who may be reasonably susceptible of being selected for award, for the purposes of clarification to assure full understanding of and conformance to the solicitation requirements, the abilities of the Proposer, and the proposal submitted.

Firms responding to this Request for Proposal shall be available for presentation/interviews, to the Selection Committee and/or Board of County Commissioners upon notification from the Purchasing Office at a time and date determined by the County.

### C.05 SELECTION FOR NEGOTIATION

The Proposer whose ability and proposal is determined to be the most advantageous to the County, taking into consideration the evaluation factors set forth in this Request for Proposal, shall be recommended to the County Administrator for authorization to negotiate an agreement for the stated Scope of Services.

### C.06 AWARD

Award of an agreement is subject to the successful negotiations and the vote of the Board of County Commissioners to authorize execution of the agreement.

SECTION D: NEGOTIATION OF THE AGREEMENT

D.01 GENERAL

The following general terms and conditions apply to the proposal submitted for consideration and the subsequent negotiations:

- a. The proposal will serve as a basis for negotiating an agreement.
- b. Upon submission, all proposals become the property of the County which has the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposal whether or not the proposal is accepted.

D.02 AGREEMENT

The selected proposer shall be required to negotiate a formal agreement, in a form acceptable to Manatee County.

The Manatee County Administrator will be presented the negotiated agreement as the best and final offer for consideration of award and execution. The Manatee County Administrator shall determine if award of the agreement is to be: considered; rejected and direct further negotiations; rejected and terminate negotiations; or accepted, authorizing the chairman to execute the agreement.

## SECTION E: SCOPE OF SERVICES

### E.01 OVERVIEW

The intent of this Request for Proposal and resulting agreement is to provide to Manatee County an agreement to maintain in good condition all components of the security system including an annual software support agreement for all software installed at the Judicial Center.

### E.02 BASIC SERVICE

The Proposer will perform all services specified in this Proposal in accordance with generally accepted professional standards. The Proposer will perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, will conform to and be in compliance with applicable codes, laws, ordinances, regulations and restrictions. The following generally describes the "Scope of Services" that will be the successful Proposer's responsibility.

### E.03 OBJECTIVE

Enter into a full service contract to ensure the continued and proper operation of all hardware and software described in this proposal to the maximum service level required by Manatee County.

### E.04 FIELD WORK

- 1) Vendor warrants that all work shall be performed in a good and workmanlike manner meeting the standards of quality prevailing for services of like kind. Vendor further warrants that trained and skilled technicians are "GE Certified" and previously approved by the County shall perform all work.
- 2) Security clearance is required for all vendor technicians requiring access in controlled areas of the Manatee County Judicial Center.

### E.05 INDEMNIFICATION AND INSURANCE

- 1) To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any purchase order, the vendor shall defend, indemnify, and hold harmless the County, its officers, directors, agents, guests, and employees from and against all liabilities, damages, losses, and costs direct, or indirect, or consequential, arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the vendor, any subcontractor or any person or organization directly or indirectly employed by vendor to perform or furnish any of the work.
- 2) Vendor shall carry and maintain commercial general liability, business automobile liability and workers' compensation insurance.

E.06 ARBITRATION

The County and vendor shall promptly notify each other of any controversy which shall arise with respect to the computation of any payments or fees.

E.07 TERM AND TERMINATION

This contract shall be effective when fully executed by both parties.

E.8 APPLICABLE

This contract is subject to all laws of the State, County, the County Charter and Ordinances of the County, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body having jurisdiction.

E.9 AGREEMENT

This contract shall contain all the agreements of the parties relating to the subject matter. This contract may be modified or amended only by written agreement signed by all parties



**PROPOSAL SIGNATURE FORM**  
RFP #10-0674BS

\_\_\_\_\_  
Firm Name

Mailing Address:

\_\_\_\_\_

( ) \_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
City, State, Zip Code

The undersigned attests to his (her, their) authority to submit this proposal and to bind the firm herein named to perform as per agreement. If the firm is selected by the County the undersigned certifies that he/she will negotiate in good faith to establish an agreement to provide Maintenance and Services according to the requirements of this RFP #10-0674BS.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title of Above Signer

\_\_\_\_\_  
Name and Title of Above Signer

\_\_\_\_\_  
Date of Judicial Center on site visit:

\_\_\_\_\_  
Address of any branch office  
proposed to service Manatee County other than above

\_\_\_\_\_  
Name and Title of Firm's Representative for Manatee County

\_\_\_\_\_  
Telephone Number of Firm's Representative for Manatee County

**ATTACHMENT A**  
**Manatee County Resolution R-93-22**

ATTACHMENT "A"

RESOLUTION R-93-22

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, IMPLEMENTING ¶3-101(7)3(1) OF THE MANATEE COUNTY PROCUREMENT CODE (ORDINANCE 84-02 AS AMENDED) TO ESTABLISH MINIMUM REQUIREMENTS FOR BIDDERS WITH RESPECT TO MAINTAINING A DRUG FREE WORKPLACE; REQUIRING WRITTEN CERTIFICATION TO THE COUNTY OF COMPLIANCE WITH THE REQUIREMENTS ESTABLISHED HEREIN; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Manatee County recognizes that substance abuse is a complex societal problem that continues to threaten the welfare of the residents and community; and

WHEREAS, the Board of County Commissioners considers substance abuse on the job to be an unsafe and counter-productive work practice; and

WHEREAS, consistent with its policy to promote a safe work environment and encourage personal health for all citizens of Manatee County, the Commission finds it necessary to combat substance abuse in the workplace by promoting education and awareness; and

WHEREAS, consistent with the Drug Free Workplace Act (§112.0455, Florida Statutes) and policies applicable to Manatee County employees pursuant to Resolution R-93-10, the Board of County Commissioners of Manatee County has determined that it is necessary and in the best interest of the County to adopt the drug free workplace requirements for persons or entities contracting with Manatee County; and

WHEREAS, ¶3-101(7)B of the Manatee County procurement Code (Ordinance 84-02, as amended) authorizes the adoption of requirements for maintaining a drug free workplace applicable to persons or entities bidding on contracts with Manatee County.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Manatee County, Florida, as follows:

1. **Certification Required:** No person or entity submitting a bid pursuant to ¶3-101 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, unless such person or entity has submitted a written certification to the county that it will provide a drug free workplace by:

- a. 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 in §893.02(4), Florida statutes, as the same may be amended from time to time, in the person's or entity's workplace 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 workplace;
  - (ii) the person's or entity's policy of maintaining a drug free environment at all its workplaces, 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.
- b. 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 workplaces a written statement of its policy containing the foregoing elements (i) through (iv).
- c. 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 workplace no later than five (5) days after such a conviction.

- d. At all times pertinent to the performance of any contract with Manatee County, notify the county within ten (10) days after receiving notice under subsection c. from an employee or otherwise receiving actual notice of such conviction.
  - e. 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.
  - f. Making a good faith effort to continue to maintain a drug free workplace through implementation of sections a. through e. of this subsection.
2. **Severability.** If any part, section, subsection, or other portion of this Resolution, or any application thereof to any person or circumstances declared to be void, unconstitutional, or invalid for any reason, such part, section, subsection, or other portion, or the prescribed application thereof, shall be severable, and the remaining provisions of this Resolution, and all applications thereof not having been declared void, unconstitutional or invalid, shall remain in full force and effect.
3. **Effective Date.** This Resolution shall take effect ninety (90) days after adoption by the Board of County Commissioners.

**ADOPTED** in open session by a majority of the duly elected Board of County Commissioners of Manatee County, Florida, this 2nd day of February, 1993.

**ORIGINAL DOCUMENT SIGNED BY BOARD OF COUNTY COMMISSIONERS  
CHAIRMAN MS. LARI ANN HARRIS ON FEBRUARY 2, 1993 AND IS ON FILE AT  
MANATEE COUNTY CLERK'S OFFICE.**

<R93-22>

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

**ATTACHMENT "B"**

**Drug Free Work Place Certification**

SWORN STATEMENT PURSUANT TO RESOLUTION R-93-22, 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:

\_\_\_\_\_ for \_\_\_\_\_  
[print individual's name and title] [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).

(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 Resolution R-01-36 Section 4, E (1) (a) 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 Resolution R-01-36 Section 4, E (1) (a).

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

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

Personally known \_\_\_\_\_ OR Produced identification) \_\_\_\_\_  
(Type of identification)

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

\_\_\_\_\_  
(Print, type or stamp Commissioned name of Notary Public)



ATTACHMENT C  
Public Contracting and Environmental  
Crimes Certification

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.

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

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

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

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

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

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

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

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

ATTACHMENT "D"

**STATEMENT OF NO BID**

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

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

We, the undersigned, have declined to bid on \_\_\_\_\_, 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)