



INVITATION FOR BIDS (IFB) #14-2499DC VESTA® 4.x CALL PROCESSING SYSTEM

Manatee County, a political subdivision of the State of Florida, (hereinafter "Manatee County" or the "County") will receive sealed bids from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Florida or authorized to conduct business in the State of Florida, to supply, install, and maintain Cassidian Communications Geo-Diverse Vesta® customer premise equipment.

INFORMATION CONFERENCE AND MANDATORY SITE VISIT:

In order to insure that all prospective bidders have sufficient information and understanding of the County's needs, an **Information Conference** will be held **August 15, 2014 at 10:00 A.M. at the Manatee County Administrative Center, Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida.**

Because of security constraints, public access to the sites is restricted and an authorized County representative is required for entry. Immediately following the Information Conference, inspection of the host sites and remotes sites will commence at the Manatee County Administration Building, 1112 Manatee Avenue West, Bradenton, Florida. **Inspection of the sites is a requirement to be considered for award of this contract.**

DEADLINE FOR CLARIFICATION: **August 19, 2014 at 5:00 P.M.**

TIME AND DATE DUE: **Wednesday, August 27, 2014, at 3:00 P.M.**

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Important Note: **A prohibition of Lobbying has been enacted. Please review paragraph A.07 carefully to avoid violation and possible sanctions.**

FOR INFORMATION CONTACT:
DEBORAH CAREY-REED, CPPB- CONTRACT SPECIALIST

Phone (941) 749-3074 - Fax (941) 749-3034

deborah.carey-reed@mymanatee.org

AUTHORIZED TO RELEASE: 

INFORMATION TO BIDDERS

A.01 OPENING LOCATION

These bids will be **publicly opened** at **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 be present.

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. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Division. Bids delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the respondent's request and expense.

A.02 SEALED & MARKED

One original and two copies of your **signed bid** shall be submitted in one **sealed** package, clearly marked on the outside **"Sealed Bid #14-2499DC- VESTA® 4.x Call Processing System"** with your company name.

Address package to: Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205

A.03 BID INFORMATION AND BID DOCUMENTS

Bids on <http://www.mymanatee.org>, Bid documents and the Notices of Source Selection related to those Bids are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "Bids." You may view and print these files using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the Owner'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>. 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. A link to that service, <http://www.DemandStar.com>, is provided on our 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 Intent to Award seven (7) calendar days prior to the effective date of the award.

A.04 MODIFICATION OF BID SPECIFICATIONS

If a bidder wishes to recommend changes to the bid specifications, the bidder shall furnish in writing, data and information necessary to aid the County in evaluating the request to modify the specifications. The County is not obligated to make any changes to the bid specifications. Unless an addendum is issued, the bid specifications shall remain unaltered. **Bidders must fully comply with the bid specifications, terms, and conditions.**

A.05 DEADLINE FOR CLARIFICATION REQUESTS

August 19, 2014 at 5:00 P.M. shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids to the Manatee County Purchasing Division.

This deadline has been established to maintain fair treatment for all potential bidders, while maintaining the expedited nature of the economic stimulus that the contracting of this work may achieve

A.06 CLARIFICATION & ADDENDA

Each bidder shall examine all Invitation for Bids documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids shall be made through the Manatee County Purchasing. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

If any addenda are issued to this Invitation for Bid, the County will broadcast the addenda on the Demand Star distribution system to "Planholders" on this web service, and post the documents on the Purchasing Division's web page at <http://www.mymanatee.org> which can be accessed by clicking on the "Purchasing" button on the left side of the screen and then clicking on the "Bids and Proposals" button. It shall be the responsibility of each bidder, prior to submitting their bid, to contact Manatee County Purchasing (see contact on page 1) to determine if addenda were issued and to make such addenda a part of their bid.

IT IS THE RESPONSIBILITY OF EACH BIDDER, PRIOR TO SUBMITTING THEIR BID, TO CONTACT THE MANATEE COUNTY PURCHASING DIVISION (see contact information on page one of this document) TO DETERMINE IF ADDENDA WERE ISSUED AND TO MAKE SUCH ADDENDA A PART OF THEIR BID

A.07 LOBBYING

After the issuance of any Invitation For Bid, prospective bidders, or any agent, representative or person acting at the request of such bidder shall not contact, communicate with or discuss any matter relating in any way to the Invitation For Bid with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the Invitation For Bid. This prohibition begins with the issuance of any Invitation For Bid and ends upon execution of the final Contract or when the invitation For Bid has been canceled. Violators of this prohibition may be subject to sanctions as provided in the Manatee County Purchasing Code.

A.07 LOBBYING (cont'd)

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

A.08 WITHDRAWAL OF OFFERS

Vendors may withdraw offers as follows: a) Mistakes discovered before the opening of a solicitation may be withdrawn by written notice from the bidder submitting the offer. This request must be received in the office designated for receipt of offers in the solicitation document prior to the time set for delivery and opening of the offers. A copy of the request shall be retained and the unopened offer returned to that bidder. b) After the responses to a solicitation are opened or a selection has been determined, but before a Contract is signed, a vendor alleging a material mistake of fact may be permitted to withdraw their offer if the mistake is clearly evident on the solicitation document or the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw an offer must be in writing and approved by the Purchasing Official.

A.09 IRREVOCABLE OFFER

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

A.10 BID EXPENSES

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

A.11 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities and to request resubmission. Also, the County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County. For 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 attached specifications or otherwise required by the County, and who is fit and capable to perform the bid as made.

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

A.12 APPLICABLE LAWS

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Purchasing Code of Laws as amended.

A.13 COLLUSION

By offering a submission to this Invitation For Bid, the bidder certifies that he has not divulged, discussed or compared their bid with 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 Contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by bidder for purpose of doing business.

A.14 CODE OF ETHICS

With respect to this bid, if any bidder violates or is a party to a violation of the Code of Ethics of Manatee County per Manatee County Purchasing Code, Article 3, Ethics in Public Contracting, and/or the State of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for work or for goods or services for Manatee County. The County anticipates that all statements made and materials submitted in a bid will be truthful. If a bidder is determined to be untruthful in its bid or any related presentation, such bidder may be disqualified from further consideration regarding this Invitation For Bid.

A.15 BID FORMS

Bids must be submitted on attached County 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 offer and bind the company. Bidders must fully comply with all Invitation For Bid documents in its entirety.** Failure to comply shall result in Contract default, whereupon, the defaulting bidder shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

A.16 LEGAL NAME

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

A.17 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

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 § 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 Vendor, 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 § 287.017 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 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 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 insure 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 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.18 DISCOUNTS

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

A.19 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes (F.E.T. Exempt Cert. No. 59-78-0089K and FL Sales Tax Exempt Cert. No. 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.

A.20 DESCRIPTIVE INFORMATION

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

A.21 AMERICAN DISABILITIES ACT

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

A.22 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, Manatee County hereby notifies all prospective offerors that they will affirmatively ensure 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 or national origin in consideration for an award of contract.

A.23 MBE/WBE

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

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

A.24 MATHEMATICAL ERRORS

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. All bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

A.25 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this IFB become "Public Records", and shall be subject to public disclosure consistent with Florida Statutes, 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 announcement or review of the bid shall be conducted at the public bid opening.

A.25 DISCLOSURE (cont'd)

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 of all that submitted a bid and any amount presented as a total offer without any verification of the mathematics or the completeness of the bid.

If 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.

Pursuant to Florida Statutes 119.0701, to the extent successful bidder is performing services on behalf of County, successful bidder must:

- a. keep and maintain public records that ordinarily and necessarily would be required by County in order to perform the service;
- b. provide the public with access to public records on the same terms and conditions that County would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;
- c. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- d. meet all requirements for retaining public records and transfer, at no cost, to County all public records in possession of successful bidder upon termination of the awarded Agreement and/or PO and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to County in a format that is compatible with County's information technology systems.

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

END OF SECTION A

GENERAL TERMS AND CONDITIONS

B.01 CONTRACT FORMS

The agreement made as a result of the acceptance of any bid from this Invitation for Bids shall be made in the form of a Purchase Order or a two-party contract, and the successful Bidder shall be bound by the terms and conditions contained in this Invitation for Bids as well as the resulting agreement.

Should a conflict exist between the terms and conditions contained in this Invitation for Bids and the resulting agreement, the terms contained in this Invitation for Bids shall take precedence.

B.02 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. The bidder's failure to perform accordingly may, in the County's sole discretion, be deemed a breach of contract, and shall constitute grounds for the County's immediate termination of the contract.

B.03 QUALITY GUARANTEE

If any product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this bid, the 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 bidder shall refund to Manatee County any money which has been paid for same. The bidder will be responsible for attorney fees in the event the supplier defaults and court action is required.

B.04 ROYALTIES AND PATENTS

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

B.05 INDEMNIFICATION

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

B.06 REGULATIONS

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

B.07 MANUALS, SCHEMATICS, HANDBOOKS

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

END OF SECTION B

SPECIFIC TERMS & CONDITIONS

C.01 PURPOSE

It is the intent of the County of Manatee to purchase a public safety call processing system and support services from a single source in accordance with the terms and conditions specified in this Invitation For Bid.

C.02 QUANTITIES

Because of the number of items involved and the multiple components that are unknown to the County at this time, it is impossible for the County to provide an itemized list of the required equipment. The bidder is required to submit a fully itemized list of the required equipment that includes detailed description, quantities and if possible, part number of the proposed items and services.

C.03 CONTRACT PERIOD

The contract associated with this project shall have two components. The first component shall be the contract for the implementation of the system which is defined as the delivery, installation, and operation. The successful bidder shall provide the County with their project schedule specifying deliverables and final completion dates.

The second component of the contract shall be the annual support contract between the County and the bidder for the required annual support agreement which shall begin after the initial one year warranty. The contract period (after the initial year warranty) is proposed for four (4) optional one (1)-year renewal periods. Specific terms of the support and maintenance contract shall be included with the bid package. Warranty commencement date shall be specified and calculated from the system's acceptance date.

C.04 PRICES

The bidder shall provide firm, fixed pricing for all items listed in their equipment list included with their Bid Form. The prices bid shall be used for payment and shall be deemed to include payment in full for all software, hardware, professional services, licenses, credits, transportation, labor, equipment, installation, and support used in completing this project.

C.05 PAYMENT

All progress payments shall be payable by the County in accordance with the schedules set forth in successful bidder's project schedule. Within forty-five (45) days after receipt of payment request by the bidder, acceptance by the County, and presentation of an appropriate invoice, the County shall pay the amount due for the work completed and accepted.

C.06 ACCEPTANCE

The bidder shall be responsible for the delivery of a complete and operational system. Final acceptance shall be given only after a thorough inspection indicates the system is operating in accordance with the County requirements. Should the system differ in any respect from specifications, payment will be withheld until such time as the bidder takes necessary corrective action. If the corrective action is not acceptable to the County, the County may refuse acceptance of the system and shall not be liable for payment for any portion thereof.

C.07 TRAINING

The bidder shall provide on-site training per Cassidian Communications recommendation. The training location and County staff to be trained will be determined by the County. The bidder will provide training documentation and follow-up materials to serve as a user reference after the training session has been completed. Note: Bidder shall include description of proposed training course with bid submittal.

C.08 CANCELLATION

It is mutually understood and agreed that any award made as a result of this bid may be canceled by the bidder upon 90 days written notice by Certified Mail to the County. However, the County is hereby authorized to purchase, in accordance with the prices bid, any quantity of materials and/or services during this 90 day interim provided the County requests delivery during this period.

The County reserves the right to terminate a contract by giving 30 days written notice of intention to terminate if at any time the bidder fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for the convenience of the County, with or without cause.

C.09 INSURANCE

The bidder will not commence Work under a Contract until all insurance under this section and such insurance coverage as might be required by the County has been obtained. The bidder shall obtain, and submit to purchasing within ten (10) calendar days of request, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

a. Workers' Compensation/Employers' Liability

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Workers' Compensation Act or any other coverage required by the Contract documents which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage required by the Contract documents which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

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

b. Commercial General Liability

The limits are to be applicable only to Work performed under this Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 03) a Commercial General Liability Policy with the following minimum limits.

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

C.09 INSURANCE (cont'd)

ADDITIONAL INSURED: Manatee County, a political subdivision of the State of Florida, shall be specifically named as additional insured on the Commercial General Liability Policy.

c. Business Auto Policy

Each Occurrence Bodily Injury and Property Damage Liability Combined	<u>\$300,000</u>
Annual Aggregate (if applicable)	<u>\$1,000,000</u>

ADDITIONAL INSURED: Manatee County, a political subdivision of the State of Florida, shall be specifically named as additional insured on the Business Auto Policy.

d. Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Official 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. All insurance policies required herein shall be issued by companies that are authorized to do business under the laws of the State of Florida and hold an A.M. Best rating of A- or better. Insurance, as specified herein, shall remain in force and effect for the duration of the project including any warranty periods.

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

If the initial insurance expires prior to the completion of operations and/or services by the Bidder, renewal certificates of insurance and required copies of policies shall be furnished by the Bidder and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration. Nothing herein shall in any manner create any liability of the County in connection with any claim against the Bidder for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the Bidder or Bidder's sureties to the County or to any workers, suppliers, material men or employees in relation to this Contract.

f. Certification Requirements – In order for the certificate of insurance to be accepted it must comply with the following:

1. The certificate holder shall be:
Manatee County, a political subdivision of the State of Florida
P.O. Box 1000
Bradenton, FL 34206-1000
2. Certificate shall be mailed to:
Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
Attn: Deborah Carey-Reed, Contract Specialist

C.09 INSURANCE (cont'd)

g. By way of its submission of a Bid hereto, Bidder:

1. Represents that Bidder maintains, and will maintain during the term of any Contract arising from this solicitation, insurance coverage from responsible companies duly authorized to do business in the State of Florida, as set forth in this solicitation; and
2. Agrees that, upon County's request, appropriate evidence of the insurance requirements set forth in this solicitation will be produced by Bidder within ten (10) calendar days from the date of Notice of Intent to Award.
3. Agrees that, insurance should not be cancelled without thirty (30) days notice to County and must be endorsed to provide same. Failure of Bidder to obtain and maintain proper amounts of insurance as called for herein shall constitute a material breach of Contract by successful Bidder, which may result in immediate termination.

C.10 BID SECURITY

The bid submittal shall be accompanied by a certified check, cashier's check, or corporate surety bond in an amount equal to five percent (5%) of the highest configuration option total bid amount. Such check or bond shall be provided as bid security and be payable to the Manatee county Board of County Commissioners as a guarantee that bidder will enter into a contract with the County in accordance with the terms of this solicitation in case such bidder is awarded the contract. If a bond, the bond shall be issued by a surety authorized to do business in the state of Florida. Bidder shall use the bond form of an authorized surety.

C.11 PERFORMANCE BOND

The bidder shall, before the notice to proceed is issued, furnish a performance bond to the County in an amount equal to 100% of the awarded contract price (not including optional maintenance and support services after the initial year) for the faithful performance of the contract. Duration of the performance bond shall extend through the first year of warranty required by this specification. Additionally, the bidder shall furnish a payment bond in an amount equal to 100% of the awarded contract price with the obligation that the bidder shall promptly pay all persons supplying labor or material in the performance of the contract. Such performance and payment bonds shall be on the bidder's standard form and shall be furnished to the County. If the bidder fails to furnish such, the County may award the contract to the second lowest responsive responsible bidder and retain the bid security.

MINIMUM TECHNICAL SPECIFICATIONS

PURPOSE

A. OBJECTIVE:

Manatee County, hereinafter referred to as County, is requesting the supply, installation, and maintenance services of the Cassidian Communications Geo-Diverse VESTA® 4.x customer premise equipment (CPE), a public safety call processing system that will support all of the standard telephony interfaces, simplifying integration into existing telephony networks. It is the County's goal to replace the Emergency Communications Center (ECC) aging CPE system to ensure continued operations and maintain functionality with maintenance availability for the County E911 System. The proposed system will be installed at two host locations: (Host A) Manatee County Public Safety Complex (PSC), 2101 47th Terrace E, Bradenton, Florida 34203; (Host B) Manatee County Administration Building (MCA), 1112 Manatee Ave West, Bradenton, Florida 34205.

Implementation shall occur over a period of four (4) to six (6) months and shall include full project management and field engineering services, including a transition and cutover plan such that existing operations are not impacted during design and build-out of the new system.

B. BACKGROUND:

The County is a Type Four, Phase II compliant system including six (6) Public Safety Answering Points (PSAPs), two (2) Primary PSAPs and three (3) Secondary PSAPs, with one (1) backup center. The County PSAPs currently use an Avaya Meridian Option 61 with Remote Shelves and the Cassidian Vesta system. The Meridian Option 61 is running software release 5.5; the Cassidian Vesta is running software release 2.2 SPE.

There are twenty (20) 911 trunks terminated to the Avaya Option 61 (ECC) which is configured to automatically route the Bradenton Police Department (BPD) 911 trunks to the Option 61 Remote Shelf via a T-1 circuit.

The ECC is a Primary PSAP with sixteen (16) 911 trunks with sixteen (16) Vesta positions. The ECC receives all wireless calls and all wired calls except for the BPD wired calls. The Meridian Option 61 and Vesta servers were installed in the 2nd quarter of 2007. Neither system has been upgraded since installation. Manatee County Sheriff Office (MSO) communications dispatch center is co-located with the ECC. They are equipped with nine (9) Vesta positions. Seven (7) of the Vesta workstations were installed in the 2nd quarter of 2007; the other two were installed in the 1st quarter of 2009. All 911 calls are transferred station to station from ECC to MSO.

C. SCOPE OF WORK:

1. The PSC is a co-located Primary Public Safety Answering Point (PSAP) that currently operates a 45-position call center, including remotes and backup centers, and also houses the ECC (primary) and the MSO Communications Dispatch Center (secondary).
2. The Bidder will contract the services of Cassidian Communications, Inc. to perform the installation services.
3. The bidder will be responsible for the receiving, inventory, storage, and transport of the Cassidian Communications VESTA® 4.x to the onsite locations. The County will provide a storage/staging area for the equipment that can be used by the bidder.

4. The County is currently evaluating the operation of the existing PSAP and remote environments. The county is considering upgrading all existing PSAPs in the existing environment. We are also considering co-locating at the PSC retaining autonomy as well as consolidating at the PSC losing autonomy. It is also possible that some but not all remotes co-locate at the PSC. In a consolidated environment some Vesta workstations will be replaced with VoIP phones.

Vesta 4.x System:

The County will be served by a Geo-Diverse VESTA® 4.x system configured as follows:

- a) Host "A" – Public Safety Complex (PSC) – 2101 47th Terrace East, Bradenton, FL 34203
 1. Sixteen (16) VESTA® answering positions in ECC (two PSAPS in separate rooms reside at this location).
 2. Equipped for:
 - a. Twelve (12) analog Centralized Automatic Message Accounting (CAMA) 9-1-1 trunks
 - b. One (1) CAD interface port
 - c. One (1) administrative PRI circuit
 - d. One (1) Q-Sig PRI circuit for interconnection to County PBX network
- b) Host "B" – County Administration Building (MCA) - 1112 Manatee Ave West, Bradenton, Florida
 1. No answering positions
 2. Equipped for:
 - a. Twelve (12) analog Centralized Automatic Message Accounting (CAMA) 9-1-1 trunks
 - b. One (1) CAD interface port
 - c. One (1) administrative PRI circuits
 - d. One (1) Q-Sig PRI circuit for interconnection to County PBX network
- c) Communications Backup Center (CBC) – 1022 26th Ave E, Bradenton FL
 1. Twelve (12) VESTA® answering positions

Locations:

- a) Sheriff Communications Dispatch Center (MSO) - 2101 47th Terrace East, Bradenton, FL 34203
 1. Nine (9) VESTA® answering positions
 2. Fourteen (14) VoIP Phones
- b) Bradenton Police Department (BPD) – 100 10th St W, Bradenton, FL 34205
 1. Four (4) VESTA® answering positions
 2. One (1) CAD interface port
 3. Three (3) VoIP Phones
- c) Longboat Key Police (LKPD) – 5460 Gulf of Mexico Dr, Longboat Key, FL 34228
 1. Two (2) VESTA® answering positions
 2. One (1) VoIP Phone
- d) Palmetto Police Department (PPD) - 1115 10th St W, Palmetto, FL 34221
 1. Two (2) VESTA® positions
 2. One (1) CAD interface port
 3. One (1) VoIP Phone

D. REQUIRED SYSTEM SPECIFICATIONS:**1. Network**

- a. The network design requires that network devices and equipment be redundant to ensure that no failure of a link or device totally isolates Host A, Host B, and the CBC.
- b. A fail-over must be transparent, automatic and ensure continued, uninterrupted operation of emergency service applications or any service request currently in progress.
- c. The County network must be designed such that the failure of any one network module will not result in total system failure, nor result in blocked, dropped or busy calls.
- d. Only the loss of the equipment or connectivity associated with that module should be affected. The network provider must test and document this requirement.
- e. Bidders to provide as part of their bid, a diagram of the proposed network architecture with respect to the major components or modules, and must provide a call-flow diagram describing how the entire system will react to a failure of each major component or module.

2. LAN / WAN Hardware

- a. The VESTA® LAN shall include Cisco switches. The bidder is to provide all necessary equipment to establish the Vesta LAN / WAN at the primary and secondary PSAP locations. This shall include network switches, routers, CSU/DSU equipment as well as any other component necessary for a fully functional system.
- b. Network connection for Host A and Host B.
 - 1. The County has terminated and dark, single mode fiber in a diverse ring topology between the PSC (Host A) and the MCA (Host B).
- c. Network connection to remote PSAPs.
 - 1. BPD – The County has terminated and dark, single mode fiber in place from the Bradenton Police Station to the MCA. Additional fiber can be provided to the PSC as well. (See Note 1)
 - 2. LKPD – a point to point T-1 to the PSC, leased from Verizon, will be used to connect this location. (See Note 1)
 - 3. PPD – a point to point T-1 to the PSC, leased from Verizon, will be used to connect this location. (See Note 1)

Note 1: It will be the responsibility of the bidder to evaluate the existing WAN connection transport to determine the compatibility with the proposed solution.

3. Servers

- a. VESTA® 4.x Media Distribution Services (MDS) - are the software-based call-processing component of the VESTA® 4.x solution.
 - 1. The software must extend telephony features and functions to packet telephony network devices such as VESTA® 4.x Workstations and IP phones.
 - 2. The implementation of the VESTA® 4.x will consist of two (2) MDSs, which must include the following features:
 - a. Support for 911 and Admin queues
 - b. ACD schemes: longest idle, ring all, circular, and linear
 - c. Conferencing, transfer, and call overflow capabilities
 - d. Administrative phone features and services
 - e. Auto attendant features
 - f. Voice mail
- b. VESTA® 4.x Data Distribution Services (DDS) - provides advanced 9-1-1 call data handling and system monitoring services.
 - 1. The implementation of the VESTA® 4.x will consist of two (2) DDSs, which must include the following features:
 - a. Retrieve and extract ALI from ALI databases, perform ALI rebids
 - b. Interfaces to CAD (Computer Aided Dispatch) systems
 - c. Manages the transfer of call details to remote agencies
 - d. System activity events and logs for tracking, alarming and historical reporting
 - e. Management of overall system resources
 - f. A client applications software distribution mechanism for VESTA® 4.x 9-1-1 workstations, Aurora[®] MIS solution, and Activity Monitor™ management application
 - g. Real-time CDR (Call Detail Record) printing

4. Gateways - converts non-VoIP circuits to standard, SIP-based VoIP.

- a) Foreign Exchange Subscriber (FXS) – these gateways support the following interfaces:
 - 1. 2-wire CAMA 9-1-1 trunks
 - 2. “Dry” ring-down circuits
 - 3. Analog stations
 - 4. FAX machines/modems
- b) Foreign Exchange Office (FXO) – these gateways provide the following functionality and interfaces:
 - 1. Loop-start CO lines
 - 2. Ground-start CO lines (Cisco gateways ONLY)
 - 3. “Wet” ring-down circuits
 - 4. Direct Inward Dialing (DID) circuits to specific endpoints (phone sets)

5. Web-based GUI for configuration

- c) Median 1000 (M1000)- these gateways provide six (6) expansion slots which can be equipped with any combination of FXO, FXS and/or T1/PRI interface modules.

5. Remote CAD Port Servers

- a) In geo-diverse and/or remote PSAPs, Digi TS-4 RS-232-to-IP devices are deployed to extend serial CAD ports to the remote location. These devices shall provide the following features:
1. 4 RS-232 ports per unit.
 2. Each unit shall communicate with multiple PCS servers.
 3. Web-based GUI for configuration.
 4. To allow for CAD port redundancy, one (1) set of the following must be provided for each PSAP equipped with a CAD interface:
 - a. Blackbox TL601A-R2 port arbitrator
 - b. Blackbox TL158A-R4 4-port data sharing unit

6. Server Hardware Requirements:

- a) The MDS and DDS servers shall be Cassidian certified for installation of the VESTA® 4.x software and hardware. The servers shall be sized to support 70 total end points and offer full redundancy, including RAID disk array.
- b) Shall include a full five (5) year warranty.
- c) A new keyboard/video/mouse (KVM) switch is required to arbitrate the I/O functions between the VESTA® 4.x servers and other Cassidian Communications back-room servers.
- d) A 17" FP monitor is required to be used in the backroom to view the server applications.
- e) Two (2) keyboard cables and arbitrator adapter cables.
- f) SW Licensing
 1. The MDS servers utilize the CentOS Linux operating system.
 2. The DDS servers utilize the Windows Server operating system.
 3. The VESTA® 4.x system is running VESTA®/ 4.x software version 4.2 (or later).
- g) System Enclosure
 1. The County will supply necessary enclosed data cabinets for the backroom hardware at the PSC and MCA. The bidder shall provide the cabinet sizing requirement needed for proposed equipment.

7. VESTA® 4.x Workstations:

- a) The workstations shall be equipped with a SAM to provide basic telephony audio input and output, as well as radio interface, TTY communication, auxiliary audio inputs and arbitration for all audio sources.
- b) The workstations at the PSC shall be equipped with 12' extender cables for keyboard, video, mouse.
- c) Each position shall be equipped with a Genovation 682 24-key USB programmable keypad with 12' cable.
- d) Each position shall be equipped with a 19" or larger touchscreen display.
- e) SW Licensing:

1. Existing VESTA® workstation licenses to be transferred to VESTA® 4.x system at no charge.
2. VESTA® CDR monitor license.
3. Aurora Data Collection license.
4. VESTA® IRR/Radio application & SW support for all VESTA® positions.

8. Data Management

a) Aurora®

1. The Aurora MIS solution is the Cassidian Communications next-generation Management Information System (MIS). The Aurora MIS solution expands on the role of the MIS, becoming a comprehensive management platform.
2. A record of each incoming and outgoing VESTA® or Sentinel call shall be contained within the Aurora database. At a minimum, the records must contain the following information:
 - a. Seize Time
 - b. Answer Time
 - c. Transfer Time
 - d. Hang-up (disconnect) time
 - e. Position number
 - f. Agent
 - g. Incoming number (ANI)
 - h. Date/time
 - i. ALI
 - j. ANI log of disconnected calls showing arrival time and disconnected party abandonment time.
3. Microsoft Internet Explorer v. 6.0 or later is required to run the browser interface to the Aurora MIS solution.
4. Microsoft .Net support libraries v. 2.0 or higher are also required on the workstation accessing the Aurora MIS system.

b) MIS Server HW:

1. The MIS Server must support an annual call volume of 300,000 calls, with a full 2-year retention period and offer full redundancy, including RAID disk array. Data beyond this point must be archived by the Bidder.
2. The servers shall include a full five (5) year warranty.

c) MIS Client

1. No dedicated client software is required to access the Aurora MIS system. All access shall be performed using the Microsoft Internet Explorer 6.0 or later browser.
2. The workstation accessing the Aurora MIS system must:
 - a. Have Microsoft .Net 2.0 or later software libraries installed.
 - b. Be connected to the same network as the Aurora server or have other dedicated, secure access to the Aurora MIS server network (VPN, etc.).
 - c. Have three (3) MS-SQL licenses.

- d. Have three (3) Aurora access license to access the Aurora MIS system from any workstation connected to the network.

9. Cable Management

- a) All cabling must be bundled and neatly ran thru the cable management systems, when possible.
 - 1. Cable shall be labeled on both ends.
 - 2. Cable shall not be stretched beyond its pull load rating.
 - 3. Cable shall not have excessive twists, tension, or tight bend radius.
 - 4. Cable shall not be tightly cinched.
- b) It is not the responsibility of the bidder to provide infrastructure cabling to the workstations.

10. Time Synchronization

- a) The County will provide a NTP time server(s) to allow the time synchronization to occur.

E. PROJECT MANAGEMENT

- 1. The bidder shall be responsible for the primary, on-site project management, and for the coordination of all aspects of the project with the interested parties.
- 2. Cassidian Communications will provide secondary project management to coordinate activities between the County, Bidder, and Cassidian Communications.

F. PRIMARY & SECONDARY FIELD ENGINEERING

1. Cassidian Communication responsibilities:

- a) Shall perform the Primary Engineering, assuming the lead technical role for all in-factory matters pertaining to initial configuration and staging of the system.
- b) Provide server configuration services for the Aurora server prior to shipment.
- c) For each site configure and make operable the system as documented in the Detail Design Document.
- d) Perform Router Configuration on Cassidian Communications provided routers.
- e) Perform Firewall Configuration on Cassidian Communications provided firewalls.
- f) Perform Installation and Configuration of the Cassidian Communications provided mapping solution, (MapStar, Vela) and associated map data.
- g) Perform Installation and Configuration of the Cassidian Communications provided MIS solution, (MagIC, Aurora) and associated data set.
- h) Perform the installation and configuration of Managed Services.
- i) Ensure proper CDR data is presented to CAD and/or other third party products.
- j) Perform a Site Verification Checklist that displays the system is functioning as designed and configured and obtain customer sign off. The required tests will differ based on platform. These include but are not limited to:

1. Perform Basic Failover Testing
 2. Test and verify dial plans
 3. Test ringdown circuits
 4. Verify speed dial functionality
 5. Verify ANI/ALI display
 6. Verify automatic ALI rebid functionality
 7. Verify ANI ringback
 8. Verify abandoned call functionality
 9. Verify conference functionality
 10. Verify Transfer functionality
 11. Verify 911 tandem transfers
 12. Ensure call park feature is operational
 13. Test exclusive and non-exclusive hold
 14. Verify ALI FAX and ALI Print
 15. Ensure CDR printing is operational
 16. Verify IRR is operational
 17. Test Command Post on LAN and WAN (where applicable)
- k) Work with Cassidian Communications Technical Support Group on issues that cannot be immediately resolved.
 - l) Return to the site to perform the site cut.
 - m) Provide 24 hours of post cut support.
 - n) Participate in the 30-day Post Cut Follow-up Review Meeting if required

2. Bidder responsibilities:

- a) Work with the appropriate project managers to develop a site implementation strategy.
- b) Perform a Site Survey to ensure all facilities are ready for the implementation phase of the project.
- c) Receive shipment from Cassidian Communications and inventory the equipment.
- d) Unpack the equipment and facilitate the return and replacement of any damaged equipment.
- e) Physically place and cable the equipment into its permanent location.
- f) Verify the TCP/IP network is operational.
- g) Install remote connectivity medium.
- h) Install and continuity testing of all telco circuits required.
- i) For Geo-diverse Systems – ensure WAN meets IP Networking Guide requirements.
- j) Conduct QOS testing where necessary.
- k) Provide all appropriate data and accounts for Aurora and Vela.

- l) Work with the appropriate bidder to ensure the PBX is installed and configured per the call flow documentation.
- m) Configure external PBX/CO Interface (T1, PRI etc.).
- n) Participate in and sign-off the Site Verification Checklist activity with the Cassidian Communications FE.
- o) Participate in post cut support with Cassidian Communications FE.

3. Remote Configuration Services

a) Cassidian Communication responsibilities:

1. For each site configure and make operable the system as documented in the Detail Design Document.
2. Perform Router Configuration on Cassidian Communications provided routers.
3. Perform Firewall Configuration on Cassidian Communications provided firewalls.
4. Perform Configuration of the Cassidian Communications provided MIS solution, (MagIC, Aurora) and associated data set.
5. Ensure proper CDR data is presented to CAD and/or other third party products.
6. Perform a Site Verification Checklist that displays the system is functioning as designed and configured and obtain customer sign off. The required tests will differ based on platform. These include but are not limited to:
 - a. Perform Basic Failover Testing
 - b. Test and verify dial plans
 - c. Test ringdown circuits
 - d. Verify speed dial functionality
 - e. Verify ANI/ALI display
 - f. Verify automatic ALI rebid functionality
 - g. Verify ANI ringback
 - h. Verify abandoned call functionality
 - i. Verify conference functionality
 - j. Verify Transfer functionality
 - k. Verify 911 tandem transfers
 - l. Ensure call park feature is operational
 - m. Test exclusive and non-exclusive hold
 - n. Verify ALI FAX and ALI Print
 - o. Ensure CDR printing is operational
 - p. Verify IRR is operational
 - q. Test Command Post on LAN and WAN (where applicable)
7. Work with Cassidian Communications Technical Support Group on issues that cannot be immediately resolved.
8. Perform On-Site Site Verification and cut support.
9. Provide 24 hours of post cut support.
10. Participate in the 30-day Post Cut Follow-up Review Meeting if required.

b) Bidder responsibilities:

1. Work with the appropriate project managers to develop a site implementation strategy.
2. Perform a Site Survey to ensure all facilities are ready for the implementation phase of the project.
3. Receive shipment from Cassidian Communications and inventory the equipment.
4. Unpack the equipment and facilitate the return and replacement of any damaged equipment.
5. Physically place and cable the equipment into its permanent location.
6. Verify the Local Area Network is operational. Verify the Wide Area Network is operational.
7. Install remote connectivity medium (VPN). Install and continuity testing of all telco circuits required.
8. Provide all appropriate data and accounts for Aurora and Vela.
9. Configure external PBX/CO Interface (T1, PRI etc.).
10. Participate in and sign-off the Site Verification Checklist activity with the Cassidian Communications FE.
11. Participate in post cut support with Cassidian Communications FE.

G. MANAGED SERVICES:**1. Cassidian Communications Managed Services**

- a. The Cassidian Communications Managed Services must include:
 1. Remote monitoring and response;
 2. Patch management;
 3. Anti-Virus;
 4. Two (2) firewalls appliance for remote technical support and Monitoring & Response access;
 5. Network Management to include the repair, maintenance, and scalability of the Vesta network appliances.
- b. Services must be for one (1) year.
- c. Options for years 2-5 service renewal.

H. MONITORING AND MAINTENANCE SERVICES

The bidder must provide 24-hour remote monitoring and maintenance services to the PSAP via a combination of Internet Protocol (IP) and industry standard messaging. It is understood first year on-site maintenance is included with the cost of the system. Years two through five on-site maintenance cost are requested. Note: Help desk calls, service calls, and maintenance issues are included in this area of service.

1. Communication

The County requires that all personnel responsible for answering and responding to service needs of this contract have cellular telephones with text messaging capabilities.

2. **Personnel**

The bidder shall keep staff of adequate size to respond to all requirements of the contract at all times during the term of the contract. The bidder must provide the County with a copy of the on-site project manager's resume. The bidder's work shall be performed and/or overseen by the on-site project manager identified in the resume submitted by the bidder. Any changes in personnel identified to work on the contract shall be subject to review and approval by the County in writing before performing any services to the contract. All personnel requests must be accompanied by an up-to-date resume and description of the duties for which the individual being proposed is responsible.

3. **Bidder Reviews**

The County designated representative(s) may make periodic reviews to verify that the project control and management procedures are assuring project performance with reasonable conformity with the County procedures, plans, specifications, and contract provisions. The bidder shall assist the County designated representative in these reviews.

When deficiencies are identified in a review, the bidder will immediately implement remedial action to eliminate any deficiencies. Remedial actions may include further training of the bidder's personnel (in scope and/or frequency), subdivision of staff responsibilities, addition of staff, or replacement of personnel whose performance is considered inadequate.

4. **Record Keeping**

The bidder shall maintain complete and accurate records tracking moves, adds and changes as well as trouble tickets and repair in hard copy and electronic file, acceptable to, and approved by the County designated representative, for all work activities and any other events relating to the contract. Record keeping shall include such items as notification times, resolution times, database changes and inventory records.

5. **Failures**

Failures shall be characterized as **Major** and **Minor** system failures as defined below:

- **Major failures** are failures to the emergency communications network that render core voice and data services inoperable to include:
 - Total inability to originate voice communications
 - Total inability to receive and process incoming voice communications
 - In a multipoint network in which each point has a defined street address, the total inability to originate, receive, and process incoming and outgoing voice communications
 - Twenty percent (20%) or more of the trunk-side ports out of service
 - Twenty percent (20%) or more of the line-side stations and/or ports out of service
 - Any other failure mutually agreed to in writing between the bidder and the County.
- **Minor failures** are defined as any system failure or malfunction other than that as defined as a Major System failure.

The County reserves the right to designate priority of failure on a per incident basis. Evaluation will be made by the County designated representative(s) to determine the area, site or group affected and the severity of the situation.

6. **Response Times for Failures**

The 24/7/365 nature of the County E911 System requires the bidder to have technical support staff that can respond to problems within a specified time. Response times for the failures characterized above are defined below:

- Upon notification of a **Major failure** by the County designated representative, the bidder shall respond onsite to evaluate repairs **within two (2) hours** of the reported incident. The notification may be verbally by telephone, E-mail, facsimile, or text message.
- Upon notification of a **Minor failure** by the County designated representative, the bidder shall respond the next business day. The notification may be verbally by telephone or written by letter, system report, E-mail, facsimile, or text message.

7. Spares

The bidder shall maintain an inventory of spare equipment required in order to meet all service requirements.

8. Worksite Damage

Any damage to existing utilities, equipment, or finished surfaces resulting from the performance of this contract shall be repaired to the County's satisfaction at the bidder's expense.

I. SPECIAL REQUIREMENTS

1. The proposed VESTA® 4.X system shall receive customer acceptance and be fully operational by December 11, 2015.
2. The new equipment will be installed to run concurrently with the old equipment until cutover. It will be the responsibility of the County to remove and dispose of the existing equipment.
3. Provide system "as-built" (one paper copy and one digital) including, but not limited to: Network diagrams, Circuit/trunk IDs and phone numbers, Switch and patch-panel port layout, IP addresses, Network routes, Network quality of service (QoS) designations and reservations, System logons and passwords, Support contact information and procedures, Site/System IDs and customer identification information for support.
4. If the total service and support solution involves both manufacturer (Cassidian) and bidder support, the bidder shall specify which entity provides which support and whether manufacturer support is available to the County directly or only through the bidder. Any support or service the bidder will require from the manufacturer shall be included in this bid such that the County is never without a complete support solution for the implemented system.

DELIVERABLES – Bid Submittal

1. Bid Form shall include a price breakdown of the equipment and service requirements.
2. 5% Bid Bond.
3. Diagram of the proposed network architecture.
4. Proposed Training description.
5. On-site Project Manager's resume.

END OF MINIMUM TECHNICAL SPECIFICATIONS

BASIS OF AWARD

E.01 BASIS OF AWARD

This project will be partially funded by an E911 State Grant. Each municipality (Location) listed in the Bid Form is responsible for their portion of the proposed system; therefore, the award may or may not include one or more of the Locations listed on the Bid Form pages, dependent on the evaluation and acceptance of the proposed system by the individual municipality.

The Total Bid Price is calculated on the Base Bid, plus the inclusion, depending on the system environment, of the Alternate chosen by the County, plus any Location as accepted by the individual municipality. Award will be made to the responsive, responsible bidder meeting specifications and having the lowest Total Bid Price for the system as set forth in this Invitation For Bid.

Alternates and Locations specified on the Bid Form have no priority or preference in order of award. The County and each of the municipalities shall fully evaluate the cost effectiveness of each Bid Item for award determination. The Alternate chosen for award and the inclusion of any of the Locations in the award shall be the sole determination of the County. Any award, in the County's opinion, shall be in the best interest of the County. **Bidder is required to bid all Items as indicated on the Bid Form to be considered responsive.**

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

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

E.02 BIDDER QUALIFICATIONS

Bidder shall be equipped, properly registered and licensed and/or permitted, to provide the system, perform the installation, and provide the long-term support for the equipment and software.

Bidders shall be certified by Cassidian to sell and support the proposed system.

Inspection of the sites, as listed in the Minimum Technical Specifications item C Scope of Work, is a requirement to be considered for award of this Bid.

SECTION F

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION**F.01 Vendor Registration**

All vendors are encouraged to register with Manatee County using the on-line "Vendor Registration" web page on www.mymanatee.org.

Enclosed is a copy of the current Manatee County law that details the County's Local Preference and definition of a Local Business.

If you assert that your firm meets the stated definition of a Local Business, we ask that in addition to registering on the County's Web page, you fill out the attached "**Affidavit As To Local Business Form**" that is included in this section of the bid, have the completed document notarized, and mail the original to the following address: Manatee County Administration Center, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

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

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

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

Quick steps to on line registration: www.mymanatee.org

A link to "Purchasing" is listed under the "Quick Links" on page one of this County Web Site.

On the left hand side of the Purchasing Web page, click on "Vendor Registration."

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

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

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

F.02 Section 2-26-6. Local preference, tie bids, local business defined.

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

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

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

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

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

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

1. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
2. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;
3. Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;

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

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

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

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

1. Has not within the five years prior to the bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;
2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the bid announcement;
3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

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

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

A. Authorized Representative

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

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

Business _____ Phone _____ Number: _____

Email Address: _____

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

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

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

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

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

Signature of Affiant _____

STATE _____
COUNTY OF _____

OF

FLORIDA

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

(Notary Seal) Signature of Notary:_____

Name of Notary: (Typed or Printed)_____

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

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

BID FORM
(Submit in Triplicate)

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

RE: "Sealed Bid # 14-2499DC – VESTA® 4.x CALL PROCESSING SYSTEM"

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

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

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

(Print Name & Title of Signer)

DATE: _____

COMPANY ADDRESS: _____

TEL. NO.: _____ Email: _____

FEIN NO.: _____

Acknowledge Addendum No. ____ Dated: _____

Acknowledge Addendum No. ____ Dated: _____

Acknowledge Addendum No. ____ Dated: _____

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BID FORM
(Submit In Triplicate)

BASE BID	VESTA 4x SYSTEM	UNIT	EXTENDED PRICE
	Host "A" and Host "B" Supply and installation of Cassidian Communications VESTA® 4.x system including ECC VESTA® 4.x workstations	Lump Sum	\$
	Monitoring and Managed Services (Cassidian Communications services for up to one [1] year upon system acceptance)	\$ Per Month	\$
	Maintenance Services (for up to one [1] year upon system acceptance)	\$ Per Month	\$
1.	BASE BID – SUBTOTAL AMOUNT		\$
BASE BID - OPTIONAL (Not Included In Bid Award)		Monitoring/Managed Services (Cassidian Communications)	On-Site Maintenance Services
Renewal Options		Annual Cost	Annual Cost
2 nd Year		\$	\$
3 rd Year		\$	\$
4 th Year		\$	\$
5 th Year		\$	\$

BASE BID	VESTA 4x SYSTEM	UNIT	EXTENDED PRICE
	Communications Backup Center (CBC) Supply and installation of Cassidian Communications VESTA® 4.x workstations	Lump Sum	\$
	Monitoring and Managed Services (Cassidian Communications services for up to one [1] year upon system acceptance)	\$ Per Month	\$
	Maintenance Services (for up to one [1] year upon system acceptance)	\$ Per Month	\$
2.	BASE BID – SUBTOTAL AMOUNT		\$
BASE BID - OPTIONAL (Not Included In Bid Award)		Monitoring/Managed Services (Cassidian Communications)	On-Site Maintenance Services
Renewal Options		Annual Cost	Annual Cost
2 nd Year		\$	\$
3 rd Year		\$	\$
4 th Year		\$	\$
5 th Year		\$	\$

TOTAL BASE BID (ITEMS 1 AND 2 ABOVE): \$ _____

BID FORM
(Submit In Triplicate)

LOCATION – SHERIFF COMMUNICATIONS (MSO)				
	ALTERNATE 1 (County choice dependent on chosen environment)	UNIT	UNIT PRICE	EXTENDED PRICE
a)	MSO Supply and Install VESTA® 4.x Workstations	9 each	\$	\$
	Monitoring and Managed Services (Cassidian Communications services for up to one [1] year upon system acceptance)	12 Months	\$	\$
	Maintenance Services (for up to one [1] year upon system acceptance)	12 Months	\$	\$
ALTERNATE 1 - MSO SUBTOTAL AMOUNT				\$
MSO - OPTIONAL (Not Included In Bid Award)		Monitoring/Managed Services (Cassidian Communications)		On-Site Maintenance Services
Renewal Options		Annual Cost		Annual Cost
2 nd Year		\$		\$
3 rd Year		\$		\$
4 th Year		\$		\$
5 th Year		\$		\$

LOCATION – SHERIFF COMMUNICATIONS (MSO)				
	ALTERNATE 2 (County choice dependent on chosen environment)	UNIT	UNIT PRICE	EXTENDED PRICE
a)	MSO Supply and Install VoIP Phones	14 each	\$	\$
	Monitoring and Managed Services (Cassidian Communications services for up to one [1] year upon system acceptance)	12 Months	\$	\$
	Maintenance Services (for up to one [1] year upon system acceptance)	12 Months	\$	\$
ALTERNATE 2 - MSO SUBTOTAL AMOUNT				\$
MSO - OPTIONAL (Not Included In Bid Award)		Monitoring/Managed Services (Cassidian Communications)		On-Site Maintenance Services
Renewal Options		Annual Cost		Annual Cost
2 nd Year		\$		\$
3 rd Year		\$		\$
4 th Year		\$		\$
5 th Year		\$		\$

BID FORM
(Submit In Triplicate)

LOCATION – BRADENTON POLICE (BPD)				
	ALTERNATE 1 (County choice dependent on chosen environment)	UNIT	UNIT PRICE	EXTENDED PRICE
b)	BPD Supply and Install VESTA® 4.x Workstations	4 each	\$	\$
	Monitoring and Managed Services (Cassidian Communications services for up to one [1] year upon system acceptance)	12 Months	\$	\$
	Maintenance Services (for up to one [1] year upon system acceptance)	12 Months	\$	\$
ALTERNATE 1 - BPD SUBTOTAL AMOUNT				\$
BPD - LOCATION (Not Included In Bid Award)		Monitoring/Managed Services (Cassidian Communications)		On-Site Maintenance Services
Renewal Options		Annual Cost		Annual Cost
2 nd Year		\$		\$
3 rd Year		\$		\$
4 th Year		\$		\$
5 th Year		\$		\$

LOCATION – BRADENTON POLICE (BPD)				
	ALTERNATE 2 (County choice dependent on chosen environment)	UNIT	UNIT PRICE	EXTENDED PRICE
b)	BPD Supply and Install VoIP Phones	3 each	\$	\$
	Monitoring and Managed Services (Cassidian Communications services for up to one [1] year upon system acceptance)	12 Months	\$	\$
	Maintenance Services (for up to one [1] year upon system acceptance)	12 Months	\$	\$
ALTERNATE 2 - BPD SUBTOTAL AMOUNT				\$
BPD - OPTIONAL (Not Included In Bid Award)		Monitoring/Managed Services (Cassidian Communications)		On-Site Maintenance Services
Renewal Options		Annual Cost		Annual Cost
2 nd Year		\$		\$
3 rd Year		\$		\$
4 th Year		\$		\$
5 th Year		\$		\$

BID FORM
(Submit In Triplicate)

LOCATION – LONGBOAT KEY POLICE (LKPD)				
	ALTERNATE 1 (County choice dependent on chosen environment)	UNIT	UNIT PRICE	EXTENDED PRICE
c)	LKPD Supply and Install VESTA® 4.x Workstations	2 each	\$	\$
	Monitoring and Managed Services (Cassidian Communications services for up to one [1] year upon system acceptance)	12 Months	\$	\$
	Maintenance Services (for up to one [1] year upon system acceptance)	12 Months	\$	\$
ALTERNATE 1 - LKPD SUBTOTAL AMOUNT				\$
LKPD - LOCATION (Not Included In Bid Award)		Monitoring/Managed Services (Cassidian Communications)		On-Site Maintenance Services
Renewal Options		Annual Cost		Annual Cost
2 nd Year		\$		\$
3 rd Year		\$		\$
4 th Year		\$		\$
5 th Year		\$		\$

LOCATION – LONGBOAT KEY POLICE (LKPD)				
	ALTERNATE 2 (County choice dependent on chosen environment)	UNIT	UNIT PRICE	EXTENDED PRICE
c)	LKPD Supply and Install VoIP Phones	1 each	\$	\$
	Monitoring and Managed Services (Cassidian Communications services for up to one [1] year upon system acceptance)	12 Months	\$	\$
	Maintenance Services (for up to one [1] year upon system acceptance)	12 Months	\$	\$
ALTERNATE 2 - LKPD SUBTOTAL AMOUNT				\$
LKPD - OPTIONAL (Not Included In Bid Award)		Monitoring/Managed Services (Cassidian Communications)		On-Site Maintenance Services
Renewal Options		Annual Cost		Annual Cost
2 nd Year		\$		\$
3 rd Year		\$		\$
4 th Year		\$		\$
5 th Year		\$		\$

BID FORM
(Submit In Triplicate)

LOCATION - PALMETTO POLICE (PPD)				
	ALTERNATE 1 (County choice dependent on chosen environment)	UNIT	UNIT PRICE	EXTENDED PRICE
d)	PPD Supply and Install VESTA® 4.x Workstations	2 each	\$	\$
	Monitoring and Managed Services (Cassidian Communications services for up to one [1] year upon system acceptance)	12 Months	\$	\$
	Maintenance Services (for up to one [1] year upon system acceptance)	12 Months	\$	\$
ALTERNATE 1 - PPD SUBTOTAL AMOUNT				\$
PPD - LOCATION (Not Included In Bid Award)		Monitoring/Managed Services (Cassidian Communications)		On-Site Maintenance Services
Renewal Options		Annual Cost		Annual cost
2 nd Year		\$		\$
3 rd Year		\$		\$
4 th Year		\$		\$
5 th Year		\$		\$

LOCATION - PALMETTO POLICE (PPD)				
	ALTERNATE 2 (County choice dependent on chosen environment)	UNIT	UNIT PRICE	EXTENDED PRICE
d)	PPD Supply and Install VoIP Phones	1 each	\$	\$
	Monitoring and Managed Services (Cassidian Communications services for up to one [1] year upon system acceptance)	12 Months	\$	\$
	Maintenance Services (for up to one [1] year upon system acceptance)	12 Months	\$	\$
ALTERNATE 2 - PPD SUBTOTAL AMOUNT				\$
PPD - OPTIONAL (Not Included In Bid Award)		Monitoring/Managed Services (Cassidian Communications)		On-Site Maintenance Services
Renewal Options		Annual Cost		Annual Cost
2 nd Year		\$		\$
3 rd Year		\$		\$
4 th Year		\$		\$
5 th Year		\$		\$

BID FORM (Continued)
(Submit in Triplicate)
BIDDER'S QUESTIONNAIRE

This questionnaire must be fully completed and returned. Failure to do so may result in disqualification of your bid.

1. Company name under which you do business: _____

Physical address: _____

Business license #: _____ Expiration: _____

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 ventures' and the same if any venture are 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? _____ Is this firm in bankruptcy? _____

5. How many years at present location? _____ years

6. Total number of employees: _____ Full Time: _____ Part Time: _____

7. Number of employees planned for use on this contract: _____

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

9. Name of person supervising this contract and their experience? (Provide Resume)

10. Number of employees assigned for this contract that are certified on the Cassidian 4x systems: _____

11. Number of calendar days required after award for submittal of project plan: _____

12. Will you subcontract any part of this Work? If so, describe which major portion(s):

13. Describe and give the date and County of the last three government or private work of similar scope of services you've completed, include contact name and phone number. Provide the budget, actual cost, size and summary of work for each project. Attach additional pages as necessary.

Attachment "A"

STATEMENT OF NO BID

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

Manatee County Purchasing
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205
Email: purchasing@mymanatee.org

We, the undersigned, have declined to bid on Bid No.: 14-2499DC – VESTA® 4.x CALL PROCESSING SYSTEM, for the following reason(s):

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

REMARKS:

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

Company Name: _____

Company _____

Address: _____

Telephone: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)

Attachment "B"**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION****SWORN STATEMENT PURSUANT TO ARTICLE V,
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 _____

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.