



**INVITATION FOR BID #09-2455JS
CISCO SYSTEM I-NET CONDUIT PROJECT EQUIPMENT**

Manatee County, a political subdivision of the State of Florida (hereinafter "Manatee County" or the "County") will receive bids from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida.

DEADLINE FOR CLARIFICATION REQUESTS: July 15, 2009 at 3:00 P.M.

DATE DUE AND TIME

Bids will be received until **July 29, 2009 at 3:00 P.M.** at which time they will be **publicly opened**. All interested parties are invited to attend this opening.

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**Important note: A prohibition of Lobbying has been enacted.
Please review paragraph A.21 carefully to avoid violation and possible sanctions.**

FOR INFORMATION CONTACT:
JESSICA SMITH
PHONE (941) 749-3043 FAX (941) 749-3034
EMAIL: jessica.smith@mymanatee.org

AUTHORIZED FOR RELEASE: 

SECTION A: INFORMATION TO BIDDERS**A.01 OPENING LOCATION**

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

A.02 BID INFORMATION AND PROPOSAL DOCUMENTS

Bids and Proposals 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 and Proposals." You may view and print these files using Adobe Acrobat software. You may download a free copy of Adobe Acrobat from the County's web page if necessary.

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

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

Note: The County posts Notice of Source Selection(s) for seven calendar days prior to the effective date of the award for purchases in Category Four and above (greater than \$250,000.00).

IT IS THE RESPONSIBILITY OF EACH VENDOR, PRIOR TO SUBMITTING THEIR BID, TO CONTACT THE MANATEE COUNTY PURCHASING OFFICE (see contact information on page 1 of this document) TO DETERMINE IF ADDENDA WERE ISSUED AND TO MAKE SUCH ADDENDA A PART OF THEIR BID.

A.03 BID FORM DELIVERY REQUIREMENTS

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

A.04 DEADLINE FOR CLARIFICATION REQUESTS

July 15, 2009 at 3:00 P.M. shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bid to the Manatee County Purchasing Office.

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.05 CLARIFICATION & ADDENDA

Each Bidder shall examine all Invitation for Bid 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 Bid shall be made through the Manatee County Purchasing Division. 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 MANATEE CHAMBER OF COMMERCE WEB SITE AND ONVIA DEMANDSTAR, IF USED, TO "PLANHOLDERS" IDENTIFIED ON THIS WEB SERVICE; however, it shall be the responsibility of each Bidder, prior to submitting their bid, to contact the Manatee County Purchasing Office (see contact information on page 1) to determine if addenda were issued and to make such addenda a part of their bid.

A.06 SEALED & MARKED

One original and two copies of your bid shall be submitted in one sealed package, clearly marked on the outside "**IFB #09-2455JS Cisco System I-Net Project Equipment**" and addressed to:

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

A.07 LEGAL NAME

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

A.08 BID EXPENSES

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

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 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 DISCLOSURE

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

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

Based on the above, Manatee County will receive bids at the date and time stated, and will make public at the opening the names of the business entities of all that submitted an offer and any amount presented as a total offer without any verification of the mathematics or the completeness of the offer. Upon the expiration of the statutory term for exemption the actual documents may be inspected or copied. When County staff have completed a mathematic validation and inspected the completeness of the offers, the tabulation shall be posted on www.mymanatee.org.

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 conforms closest to or most exceeds the quality of goods and/or services set forth in the attached specifications or otherwise required by the County, and who is fit and capable to perform the bid as made.

To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the Invitation for 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

A.11 RESERVED RIGHTS (cont'd)

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 Ordinance 08-43, as amended. Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of a contract may protest to the Board of County Commissioners of Manatee County as required in Section 2-26/61 of the Purchasing Code.

A protest with respect to this Invitation for Bid shall be submitted in writing prior to the scheduled opening date of this bid, unless the aggrieved person did not know and could not have been reasonably expected to have knowledge of the facts giving rise to such protest prior to the scheduled opening date of this bid. The protest shall be submitted within seven calendar days after such aggrieved person knows or could have reasonably been expected to know of the facts giving rise thereto.

A.13 CODE OF ETHICS

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

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

A.14 COLLUSION

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

- a. any prices and/or 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;

A.14 COLLUSION (cont'd)

- b. any prices and/or cost data quoted for this bid have not been knowingly disclosed by the Bidder prior to the scheduled opening directly or indirectly 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 as 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 for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees.

A.15 BID FORMS

Bids must be submitted on attached County forms, although additional pages may be attached. **Bidders must fully comply with all bid specifications, terms and conditions.** Failure to comply shall result in contract default, whereupon, the defaulting vendor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

A.16 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.17 TAXES

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

A.18 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.19 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.20 MODIFICATION OF BID OR PROPOSAL 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 as outlined in paragraph A.05, six calendar days prior to the bid, the bid specifications shall remain unaltered. **Bidders must fully comply with the bid specifications, terms, and conditions.**

A.21 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 Director 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 request has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code.

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

A.22 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (as of 1/01/2005 is \$25,000.00) for a period of 36 months from the date of being placed on the convicted vendor list.

A.23 DRUG FREE WORK PLACE

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

A.24 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

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

A.25 AMERICANS WITH DISABILITIES ACT

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

A.26 EQUAL EMPLOYMENT OPPORTUNITY

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

A.27 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.

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

SECTION B: GENERAL TERMS AND CONDITIONS**B.01 CONTRACT FORMS**

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

B.02 ASSIGNMENT OF CONTRACT

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or of his right, title, or interest therein, or his power to execute such contract, or to assign any monies due or to become due thereunder to any other person, firm or corporation unless first obtaining the written consent of the County. The giving of such consent to a particular subcontractor assignment shall not dispense with the necessity of such consent to any further or other assignment.

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, County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. Also, the vendor shall refund to Manatee County any money which has been paid for same. The vendor will be responsible for attorney fees in the event the supplier defaults and court action is required.

B.04 ROYALTIES AND PATENTS

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

B.05 INDEMNIFICATION

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

B.06 REGULATIONS

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

SECTION C: SPECIFIC TERMS AND CONDITIONS**C.01 PURPOSE**

To provide product listed on the Bid Form to Manatee County's Information Services Department. All product listed on the Bid Form shall conform to the specifications as provided by the manufacturer. No substitutes shall be allowed.

C.02 QUANTITIES

All quantities listed on the Bid Form may be changed at the time of final award as deemed necessary by Manatee County authorized personnel. All changes shall be computed at the same unit cost provided in the submission of the Bid Form attached to this Information for Bid.

C.03 DELIVERY/ACCEPTANCE

All deliveries shall be coordinated with Manatee County Government's Information Services Department, Neal Zipper, telephone (941) 748-4501 extension 3570, or the appropriate designee.

Delivery of product will be scheduled in accordance with installation schedule to be provided by the above contact.

NO DELIVERIES SHALL BE ACCEPTED WITHOUT PROPER**APPROVAL**

Supplier shall guarantee delivery of product per a pre-arranged schedule per the above coordinator and ensure all products shall be available when required.

C.04 PRICES & TERM

The prices quoted shall be used for payment and shall be deemed to include payment in full for all transportation, labor, and equipment used in delivering all supplies and materials to the point of delivery – destination Bradenton, Florida 34203.

C.05 PAYMENT

Within 45 days after delivery by bidder, acceptance by County and presentation of an appropriate invoice, the County shall pay the total amount due. Payment invoices must indicate the Purchase Order number.

C.06 WARRANTY, MAINTENANCE SERVICE AND SUPPORT

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

C.07 INSURANCE

The contractor 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 contractor shall obtain, and submit to Purchasing within 15 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 Worker's Compensation Act or any other coverage required by the contract documents which are customarily insured under Part One of the standard Worker's 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:

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

b. Commercial General Liability

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

General Aggregate:

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

c. Business Auto Policy

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

d. Owners Protective Liability Coverage

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

C.07 INSURANCE (cont'd)**e. Certificates of Insurance and Copies of Policies**

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the six above paragraphs a., b., c., and d., shall be filed with the Purchasing Director before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number, project title and location of project. Insurance shall remain in force at least one year after completion and acceptance of the project by the County, in the amounts and types as stated herein, with coverage for all products and services completed under this contract.

ADDITIONAL INSURED: - The contractor shall name Manatee County as additional insured in each of the applicable policies.

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

SECTION D: LOCAL PREFERENCE LAW AND VENDOR REGISTRATION**D.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 Administrative Center, Purchasing Division, 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 online registration: **www.mymanatee.org**

A link to "Purchasing" is listed under the "Quick Links" on page one of the 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 online 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.

D.02 SECTION 2-26-6 LOCAL PREFERENCE, TIE BIDS, LOCAL BUSINESS DEFINED

1. 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.
2. 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 Bid when the bidder's location materially affects the provisions of the services or supplies that are required by the invitation.
3. 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 employee at that location.
4. **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.**
5. 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.

6. Local preference shall not apply to the following categories of contracts:
 - a. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
 - b. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;
 - c. 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;
 - d. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;
 - e. 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.

7. To qualify for local preference under this section, a local business must certify to the County that it:
 - a. 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;
 - b. 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;
 - c. 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 Bid, 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] _____

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 within 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 legal current appeal. [Initial] _____

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

Signature of Affiant _____

STATE OF FLORIDA, COUNTY OF _____

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

(Notary Seal) Signature of Notary: _____

Name of Notary (Typed or Printed): _____

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

Submit executed copy to Manatee County Purchasing, 1112 Manatee Avenue W., Suite 803, Bradenton, FL 34205.

SECTION E: BASIS OF AWARD**E.01 BASIS OF AWARD**

Award shall be to the most responsive, responsible bidder meeting specifications and having the lowest Total Bid Offer for the requirements listed on the Bid Form for the Work as set forth in this Invitation for Bid. Bid Prices shall include costs for furnishing all labor, equipment and/or materials for the completion of the Work in accordance with and in the manner set forth and described in the Contract Documents to the County's satisfaction within the prescribed time.

In evaluating bids, the County shall consider the qualifications of the bidders; and if required, may also consider the qualifications of the subcontractors, suppliers, and other persons and organizations proposed. County may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work.

SECTION F: BID FORM
 (Submit in Triplicate)

RE: IFB 09-2455JS Cisco System I-Net Conduit Project Equipment

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 the Invitation for Bid.

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 contractor shall be required to pay for any and all reprourement costs, damages, and attorney fees as incurred by the County.

Communications concerning this Bid shall be addressed as follows:

Contact Name	Contact Phone	
Contact Email Address		
Company Name	Phone Number	Fax Number
Address	City, State, Zip	
Authorized Signature	Print Name and Title of Signer(s)	
Date		
Acknowledge Addendum Nos.	Addendum Dates	

BID FORM (cont'd)
(Submit in Triplicate)

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

RE: IFB #09-2455JS – Cisco System I-Net Conduit Project Equipment

Item #	Description	Part #	Qty	Unit Price	Extended Price
1	12 X2-based 10 Gigabit Ethernet Port	WS-C3560E-12D-E	1	\$	\$
2	12 SFP based Gigabit Ethernet ports + 2 X2-based 10 Gigabit Ethernet Ports	WS-C3560E-12SD-E	2	\$	\$
3	48 10/100/1000 ports + 2 X2-based 10 Gigabit Ethernet Ports	WS-C3750E-48TD-S	4	\$	\$
4	24 10/100/1000 ports + 2 X2-based 10 Gigabit Ethernet ports	WS-C3750E-24TD-S	4	\$	\$
5	StackWise 1M Stacking Cable	CAB-STACK-1M	2	\$	\$
6	Catalyst 6500 Enhanced 9-slot chassis, 15RU, no PS, no Fan Tray	WS-C6509-E	2	\$	\$
7	Bootflash for SUP720-64MB-RP	BF-S720-64MB-RP	2	\$	\$
8	Catalyst 6500 Compact Flash Memory 1GB	MEM-C6K-CPTFL1GB	2	\$	\$
9	Catalyst 6500 Central Fwd Card for WS-X67xx modules	WS-F6700-CFC	2	\$	\$
10	6500 Dist Fwd Card for WS-X67xx Modules	WS-F6700-DFC3C	2	\$	\$
11	Catalyst 6500 256MB DDR, xCEF720 (67xx interface, DFC3A)	MEM-XCEF720-256M	2	\$	\$
12	Multilayer Switch Feature Card III	MSFC	2	\$	\$
13	NA (Locking) 200-240 VAC Operation NEMA L6-20	CAB-AC-C6K-TWLK	4	\$	\$
14	AC Power Cord North America (110V)	CAB-7513AC	4	\$	\$
15	SP Adapter for SUP720 and SUP720-10G	CF-ADAPTER-SP	2	\$	\$
16	Cisco CAT6000-VSS720 IOS IP Services	SV33IS-12233SXH	2	\$	\$

COMPANY NAME: _____

BID FORM (cont'd)
(Submit in Triplicate)

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

RE: IFB #09-2455JS – Cisco System I-Net Conduit Project Equipment

Item #	Description	Part #	Qty	Unit Price	Extended Price
17	CAT 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C	VS-S720-10G-3c	2	\$	\$
18	Catalyst 6509-E Chassis Fan Tray	WS-C6509-E-FAN	2	\$	\$
19	CAT 6500 6000W AC Power Supply	WS-CAC-6000W	4	\$	\$
20	Catalyst 6500 16 port 10 Gigabit Ethernet w/DFC3C (req X2)	WS-X6716-10G-3C	2	\$	\$
21	Catalyst 6500 16 port 10 GigE Mod: fabric-enabled (req SFPs)	WS-X6724-SFP	2	\$	\$
22	Catalyst C3560 24 Port IP Service Feature Set	WS-C3560-24TS-E	5	\$	\$
23	100 Prepaid Training Credits Redeem w/Cisco Learning	TRN-CLC-001	2	\$	\$
24	40 Hours Onsite Configuration in 8 hour Blocks as needed. Minimum CCNP 3 years experience for Cisco 6500. Must have experience with Virtual Switching System (VSS)	40 hours	1	\$	\$
25	Cisco TwinGig Convert Mod	CVR-X2-SFP	14	\$	\$
26	10GBASE-LRM X2 Module	X2-10GB-LRM	15	\$	\$
27	GB SFP LC Conn. SX Trans	GLC-SX-MM	24	\$	\$
28	10GBASE-ER X2 Module	X2-10GB-ER	6	\$	\$
29	N5000 1RU Chassis no PS 2 Fan Modules 20 ports (req SFP+)	N5K-C5010P-BF	2	\$	\$
30	Nexus 5000 Base OS Software Release 4.00N1(2a)	N5KUK9-401AN2.1	2	\$	\$
31	10GBASE-CU SFP+Cable 5 Meter	SFP-H10GB-CU5M	20	\$	\$
32	10GBASE-CU SFP+Cable 3 Meter	SFP-H10GB-CU3M	15	\$	\$

COMPANY NAME: _____

BID FORM
(Submit in Triplicate)

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

RE: IFB #09-2455JS – Cisco System I-Net Conduit Project Equipment

Item #	Description	Part #	Qty	Unit Price	Extended Price
33	10GBASE-CU SFP+Cable 1 Meter	SFP-H10GB-CU1M	15	\$	\$
34	Nexus 5010 PSU module, 100-240VAC 550W	N5K-PAC-550W	4	\$	\$
35	Power Cord, 125V 12A North America NEMA 5-15 Plug 2.5M	CAB-9K12A-NA	4	\$	\$
36	GB SFP LC Conn. LX Trans-CAT	GLC-LH-SM	14	\$	\$
37	Nexus 5010 Accessory Kit Option	N5010-ACC-KIT	2	\$	\$
38	N5000 1000 Series Expansion Module Blank	M5K-M1-BLNK	2	\$	\$

TOTAL BID OFFER: \$ _____

COMPANY NAME: _____

Attachment A

STATEMENT OF NO BID

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

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

We, the undersigned, have declined to bid on Bid No.: IFB 09-2455JS, Cisco System I-Net Conduit Project Equipment, for the following reason(s):

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

REMARKS: _____

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

Company Name: _____

Company Address: _____

Telephone: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)

ATTACHMENT B

Drug Free Work Place Certification

SWORN STATEMENT PURSUANT TO SECTION 3-101(7)(B),
MANATEE COUNTY PROCUREMENT CODE, ON DRUG FREE WORK PLACES

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

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

_____ For _____
[name of entity submitting sworn statement]

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it will provide a drug free work place by:

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

- (i) the dangers of drug abuse in the work place;
- (ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
- (iii) any available drug counseling, rehabilitation, and employee assistance programs;
and
- (iv) the penalties that may be imposed upon employees for drug abuse violations.

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

ATTACHMENT B, Con't.

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

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

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

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

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

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

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

[Signature]

STATE OF FLORIDA
COUNTY OF _____

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

Personally known _____ OR Produced identification _____
Type of identification]

Notary Public Signature My commission expires _____

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

ATTACHMENT C

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE 6,
MANATEE COUNTY PURCHASING CODE

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

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

_____ For _____
[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 an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For

purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests amount 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 _____, 200____ by _____.

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

Notary Public Signature My commission expires _____

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

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.