

**REQUEST FOR PROPOSAL #11-0703FL
AVAYA/NORTEL MERIDIAN TELEPHONE SYSTEMS, PLANT/CML
VESTA SYSTEMS, NICE LOG SYSTEM AND ASSOCIATED EQUIPMENT
ANNUAL MAINTENANCE SERVICES**

Manatee County, a political subdivision of the State of Florida (hereinafter "Manatee County" or the "County") will receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, for the purpose of providing annual maintenance for the county's emergency communications telephone systems and call taker applications. The systems to be maintained include, but are not limited to AVAYA/Nortel Meridian telephone switches, two Plant/CML (Cassidian) Vesta Systems with 45 workstations, Nice Log system and associated peripheral equipment for the Public Safety Department.

DEADLINE FOR CLARIFICATION REQUESTS: April 26, 2011 at 5:00 PM shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request For Proposals to the Manatee County Purchasing Office.

TIME AND DATE DUE: Proposals will be received until 4:00 p.m., Tuesday, May 10, 2011, at which time they will be **publicly opened**. All interested parties are invited to attend this opening.

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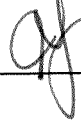
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**Important note: A prohibition of Lobbying has been enacted.
Please review paragraph A.17 carefully to avoid violation and possible sanctions.**

FOR INFORMATION CONTACT:

Frank Lambertson, Contracts Negotiator / frank.lambertson@mymanatee.org
PHONE (941) 749-3042 / FAX (941) 749-3034
Manatee County, Financial Management Department, Purchasing Division

AUTHORIZED FOR RELEASE: _____



REQUEST FOR PROPOSAL #11-0703FL
SECTION A: INFORMATION TO PROPOSERS

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

A.01 OPENING LOCATION

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

A.02 PROPOSAL INFORMATION AND PROPOSAL DOCUMENTS

Bids and Proposals on <http://www.mymanatee.org>

Bid or Proposal documents and the Notices of Source Selection related to those Bids or Proposals are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "Bids and Proposals". You may view and print these files using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the County's web page if you do not have it.

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

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

Note: The County posts the **Notice of Source Selection** seven (7) calendar days prior to COMMENCING NEGOTIATIONS with the selected firms.

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

A.03 REQUIREMENTS FOR FORMAT AND DELIVERY OF PROPOSALS

Any proposals received after the stated time and date will not be considered. It shall be the sole responsibility of the proposer to have their proposal delivered to the Manatee County Purchasing office for receipt on or before the stated time and date. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Purchasing Office.

Proposals delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the proposer's request and expense.

Proposals must be submitted in the format specified in Section B hereof. The contents of each proposal shall be **separated and arranged with tabs in the same order as listed in the Subsections within Section B** identifying the response to each specific item thereby facilitating expedient review of all responses.

A.04 CLARIFICATION & ADDENDA

Each proposer shall examine all Request For Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request For Proposal shall be made in writing through the Manatee County Purchasing Office. The County shall not be responsible for oral interpretations given by any County employee, representative, or agent. The issuance of a written addendum by the Purchasing Official's Office is the only official method whereby interpretation, clarification or additional information can be given.

Addenda shall be posted on <http://www.mymanatee.org>

It shall be the responsibility of each proposer, prior to submitting their proposal, to contact the Manatee County Purchasing Office at (941)748-4501, ext. 3042 to determine if addenda were issued and to make such addenda a part of the proposal.

DEADLINE FOR CLARIFICATION REQUESTS

April 26, 2011 at 5:00 PM shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request For Proposals to the Manatee County Purchasing Office.

This deadline has been established to maintain fair treatment for all potential bidders or proposers, while ensuring an expeditious transition to a final agreement.

A.05 SEALED & MARKED

One signed Original (please mark the original) and Four (4) copies of your proposal shall be submitted in one sealed package, clearly marked on the outside "**Sealed Proposal #11-0703FL**" and addressed to:

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

A.06 LEGAL NAME

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

A.07 PROPOSAL EXPENSES

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

A.08 EXAMINATION OF PROPOSAL

The examination of the proposal and the proposer generally requires a period of not less than ninety (90) calendar days from the date of the opening of the proposals.

A.09 DISCLOSURE

Proposals become "Public Records" ten (10) days after the proposal opening or if an award decision is made earlier than this time as provided by Florida Statute 119.071 (1) (b). **No review of the proposal documents shall be conducted at the public opening of the proposals.**

Manatee County will make public at the opening, the names of the business entities that submitted an offer and any amount presented as offers without any verification of the mathematics or the completeness of the offer.

A.10 ERRORS OR OMISSIONS

Once a proposal is submitted, the County shall not accept any request by any proposer to correct errors or omissions in the proposal.

A.11 RESERVED RIGHTS

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

A.12 APPLICABLE LAWS

Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Code of Laws Chapter 2-26, as amended. Procedures and deadlines concerning protests related to this Request For Proposals shall be those which are set forth in §2-26-61 of the County Code.

A.13 CODE OF ETHICS

With respect to this proposal, if any proposer violates or is a party to a violation of the Code of Ethics of Manatee County per Manatee County Code of Laws, Article III, Ethics in Public Contracting, and/or Florida criminal or civil laws related to public procurement including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work or for goods or services for Manatee County.

The County presumes that all statements made and materials submitted in a proposal will be truthful. If a proposer is determined to be untruthful in its proposal

or any related presentation, such proposer may be disqualified from further consideration regarding this Request for Proposals.

A.14 COLLUSION

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

- a. any prices and/or data submitted have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other proposer or with any competitor;
- b. any prices and/or cost data quoted for this proposal have not been knowingly disclosed by the proposer prior to the scheduled opening directly or indirectly to any competitor;
- c. no attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition;
- d. the only person or persons interested in this proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees.

A.15 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted proposer list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 for a period of 36 months from the date of being placed on the convicted proposer list. In addition, Manatee Code of Laws Chapter 2-26 Article V prohibits the award of County contracts 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 reasonable manner.

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to contract with the County to execute and file with the purchasing official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with the County.
Proposer is to complete Attachment "A"

A.16 DRUG FREE WORKPLACE

Drug Free Workplace Program: Manatee County has adopted a policy requiring Contractors to maintain a Drug Free Workplace (Resolution R-93-22). Proposers are asked to review the attached 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. **Proposer to complete Attachment "B"**

A.17 LOBBYING

After the issuance of any Request For Proposals, prospective proposers or any agent, representative or person acting at the request of such proposer shall not contact, communicate with or discuss any matter relating in any way to the Request For Proposals with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the Request For Proposals. This prohibition begins with the issuance of any

Request For Proposals and ends upon an award of the final contract, when all solicitations have been rejected, or when the request has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code of Law Chapter 2-26.

A.18 EQUAL EMPLOYMENT OPPORTUNITY

Manatee County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all prospective proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, women or 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.19 AMERICANS WITH DISABILITIES ACT

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

SECTION B: FORM OF PROPOSAL

This section identifies specific information which must be included with each response. The contents of each proposal shall be separated and arranged with tabs in the same order as listed in this Section B, identifying the response to each specific item.

B.01 MINIMUM QUALIFICATIONS

Proposer has provided annual maintenance and support for owned AVAYA/Nortel Meridian telephone systems, Plant/CML Vesta systems, Nice Log system and associated equipment; and has staff certified to perform maintenance on the AVAYA/Nortel Meridian Option 61 and Option 11, AVAYA/Nortel Contact Center Management product, Plant/CML Vesta product, Plant/CML MagIC product and the Nice Log product. The Proposer, the legal business that has the power to contract or sue and be sued that proposed to enter into a contract for the services outlined herein must have provided the required services in the last three (3) years for local, state, federal or private entities.

If subcontractors are included in the agreement given to meet the minimum qualification, detail the business entities, description of the service provided, and responses in the same level of detail and tabbed order as instructed in this Request For Proposal for the proposer.

B.02 ADMINISTRATIVE SUBMITTAL

- a. Proposal Signature Form.
- b. Drug Free Work Place Certification (Attachment A).
- c. Public Contracting and Environmental Crimes Certification (Attachment B).

B.03 INFORMATION TO BE SUBMITTED

- a. Provide an **explanation of the business entity which you represent**. Specify the business entity which would be bound by a contract, should your firm be selected: company or corporation; subcontractor roles; and if a joint venture, include the specific experience that the joint venture partners have working together on similar projects.
- b. **Specify the office location of the business entity** explained in the response to item B.03, (a.) which is to be the primary location of the principal and key personnel. List the key personnel at that location. For the remaining key personnel detail at what location(s) they will work from and how they will

provide management or service or supply support from the locations that they will work from.

- c. Executive summary. In narrative form identify the proposed approach you plan to take for this requirement and the preliminary work program proposed.
- d. Description of your firm's background and size. Include a statement of qualifications that includes the firm's professional credentials and experience in providing these types of services detailed in this RFP. Include a summary of your firm's current workload and evidence to reflect your firm's ability to satisfy the requirements of the County.
- e. Submit a narrative **explaining the direct economic benefit to Manatee County to be realized by selecting your firm.** During the term of this engagement detail the employment, subcontracting, and support services contracting as economic stimulus that your entity may generate that would directly benefit Manatee County.
- f. Submit a list of **Clients** for whom your firm has provided similar services within the last three (3) years with the following information
 - Name
 - Professional credentials; Title; Telephone number
 - Office address
 - Email address
 - Brief description of the type of services provided
- g. Identify each principal of the firm and other "key personnel" who will be associated with the County. Describe their respective areas of expertise; include their personalized resumes, which identify the qualifications, training and experience of each key personnel.
- h. Provide a summary of your firm's workload and evidence to demonstrate your firm's ability to satisfy the County's requirements.
- i. Discuss your firm's knowledge as it relates to the ability to provide annual maintenance and support for the AVAYA/Nortel Meridian telephone systems, Plant/CML Vesta systems, Nice Log system and associated equipment.
- j. Specify the office and its' location of the business entity which is to be the primary location of the principal and key and key personnel. List the key personnel at that location. For the remaining key personnel detail at what locations(s) they will work from and how they will provide management or technical support from the locations that they will work from.

- k. Provide a annual cost for service and multiyear cost for service at one, two and/or three year periods. Provide a proposed fee schedule for professional services and all other associated costs that may be required.
- l. Submit any other additional information which would assist the County in the evaluation of your proposal.

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

SECTION C: SELECTION

C.01 EVALUATION FACTORS

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

C.02 RELATIVE IMPORTANCE OF EVALUATION FACTORS

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

C.03 PRELIMINARY RANKING

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

C.04 REVIEW OF PROPOSERS AND PROPOSALS

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

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

C.05 SELECTION FOR NEGOTIATION

The proposer whose ability and proposals are determined to be the most advantageous to the County, taking into consideration the evaluation factors set forth in this Request For Proposal, shall be selected to negotiate an agreement for the stated Scope of Services

C.06 AWARD

Award of an agreement is subject to the successful negotiations and the vote of the approval of the Purchasing Official to authorize execution of the agreement

SECTION D: NEGOTIATION OF THE AGREEMENT

D.01 GENERAL:

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

- a. The proposal will serve as a basis for negotiating an agreement.
- b. Upon submission, all proposals become the property of the County which has the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposal whether or not the proposal is accepted.
- c. All products and papers produced in the course of this engagement become the property of the County upon termination or completion of the engagement.

D.02 AGREEMENT:

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

Negotiated Agreements may or may not include all elements of this RFP or the resulting Successful proposal where alternative terms or conditions become more desirable to the County, and the parties agree to such terms.

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

SECTION E: SCOPE OF SERVICES

MERIDIAN TELEPHONE SYSTEMS AND ASSOCIATED EQUIPMENT ANNUAL MAINTENANCE AND SUPPORT

E.01 PURPOSE

This scope of services outlines the annual maintenance and support services, which are required to be provided by qualified personnel ("CONTRACTOR")/("PROPOSER"). The items to be maintained include, but are not limited to the AVAYA/Nortel Meridian telephone systems, Plant/CML Vesta systems, Nice Log system and associated equipment listed in paragraph E.03 SCOPE OF WORK.

:

The administration shall be followed as indicated by the CONTRACT/PROPOSAL. Scope of the work shall be as described by the Contract and work request/notification issued.

E.02 SUMMARY OF SERVICES

Services under the CONTRACT shall begin on the date of CONTRACT execution. The CONTRACTOR services for the project shall begin upon issuance and acceptance of a work request/notification of a problem. Work request/notifications will be issued any time subsequent to the award of the CONTRACT at MCG discretion.

The objective of services under the Contract is to ensure a continuous (24 hours per day, 7 days per week, 365 days per year) system operation and functionality of all components.

MCG designated representative(s) shall issue work request/notification by phone to authorize the CONTRACTOR to begin work on any and all services. Each notification issued by the MCG designated representative and agreed to by the CONTRACTOR shall serve as a formal notice-to-proceed and will include an effective time period. The CONTRACTOR shall have a main office within the State of Florida, preferably within 75 miles of the City of Bradenton. The CONTRACTOR shall have an office located such that it allows the CONTRACTOR to meet the time requirements established in Section 4.2.2 – Response Times for the duration of the CONTRACT.

The CONTRACTOR shall be on-call at all times, 24 hours a day, 7 days a week, for the duration of the CONTRACT to respond to *emergency* repair/replacement work, including hurricane warning situations. Normal priority service calls are to be handled during normal business hours. The CONTRACTOR shall provide the MCG designated representative(s) with a list of telephone numbers that will be answered at all times (24 hours a day, 7 days a week) by the CONTRACTOR'S personnel. Alternatively, an answering service that can contact the CONTRACTOR immediately may be used during the hours between 10 PM and 6 AM.

The CONTRACTOR shall maintain a maintenance staff of adequate size to respond to the

maintenance requirements of the Contract at all times during the term of the CONTRACT. The staff assigned by the CONTRACTOR shall be fully qualified and trained to handle all sections under the Contract for the duration of the CONTRACT. The CONTRACTOR shall inform MCG of any staff changes in personnel that interact with MCG.

Throughout the term of the Contract, the MCG designated representative at his or her discretion may conduct reviews of the CONTRACTOR'S operations. The CONTRACTOR shall cooperate and assist the MCG designated representative(s) throughout this review process.

E.03 SCOPE OF WORK

The CONTRACTOR will provide MCG with preventative maintenance and repair activities for the following equipment located in the Public Safety Center (PSC), BPD, LKPD or PPD facilities defined in this scope of work. The administration shall be followed as indicated in the Contract.

PSC Data Center:

1. AVAYA/Nortel Meridian Option 61 Telephone System
2. Plant/CML Vesta System running on two HP ProLiant ML370G5 servers with two ALL circuits delivered via a Cisco router
3. Plant/CML MagIC Information System running on an HP ProLiant ML370G5 server
4. Call Center Management Information System running on four Dell Power Edge 2950 servers
5. Nice Log Call Recording System consisting of:
 - a. Call Logger Server
 - b. Nice CLS Server running on a Dell Power Edge 2950
 - c. Nice Storage Center running on an HP ProLiant 320 server
6. Symon display board application running on an HP ProLiant 360 server with WAP to the display boards.

PSC ECC:

1. 16 Vesta Workstations consisting of:
 - a. M2216 Telephone Set with two Add On Modules
 - b. HP Personal Computer
 - c. 19" Touchscreen Display
 - d. Audio Control Unit
2. Two Symon Display Boards

PSC MSO Dispatch:

1. Nine Vesta Workstations consisting of:
 - a. M2216 Telephone Set with two Add On Modules
 - b. HP Personal Computer
 - c. 19" Touchscreen Display
 - d. Audio Control Unit

2. One Symon Display Board

PSC EOC

1. Symon Display Board

BPD:

1. Remote Shelf
2. Four Vesta Workstations consisting of:
 - a. M2216 Telephone Set with two Add On Modules
 - b. HP Personal Computer
 - c. 19" Touchscreen Display
 - d. Audio Control Unit
3. One Adtran TSU120
4. One Cisco 1841 Router

LKPD:

1. Remote Shelf
2. Two Vesta Workstations consisting of:
 - a. M2216 Telephone Set with two Add On Modules
 - b. HP Personal Computer
 - c. 19" Touchscreen Display
 - d. Audio Control Unit
3. One Adtran TSU120
4. One Cisco 1841 Router

PPD: (Currently being installed with a one year warranty, please include this site for multi-year pricing beginning February 2012)

1. Remote Shelf
2. Two Vesta Workstations consisting of:
 - a. M2216 Telephone Set with two Add On Modules
 - b. HP Personal Computer
 - c. 19" Touchscreen Display
 - d. Audio Control Unit
3. One Adtran TSU120
4. One Cisco 1841 Router

BUECC:

1. AVAYA/Nortel Meridian Option 11 Telephone System
2. Plant/CML Vesta System with Orion Mapstar running on two HP ProLiant DL380 servers and two analog ALI circuits delivered via 9.6 modems
3. 12 Vesta Workstations consisting of:
 - a. M2216 Telephone Set with two Add On Modules
 - b. HP Personal Computer
 - c. 19" Touchscreen Display

- d. 19" Orion Mapstar Display
- e. Audio Control Unit
- 4. One 15" Rack Mounted Maintenance Terminal/KVM
- 5. One 24 Port Procurve Ethernet Switch

4.1 – Communication

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

4.1.2 – Personnel

The CONTRACTOR shall keep staff of adequate size to respond to all requirements of the Contract at all times during the term of the CONTRACT. The CONTRACTOR'S work shall be performed and/or overseen by the key personnel identified in the Request for Proposal (RFP) submitted by the CONTRACTOR. Any changes in the indicated personnel in charge or identified to work on the Contract shall be subject to review and approval by the MCG designated representative(s) 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.

4.1.2.1 – Contractor Reviews

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

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

4.1.2.2 – Staffing Minimums

As proposed and/or negotiated.

4.1.3 – Record Keeping

The CONTRACTOR shall maintain complete and accurate records, in hard copy and electronic file, acceptable to, and approved by the MCG designated representative(s), 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.

4.2.1 – 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
 - Attendant console and /or night answer position failure
 - 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
 - Failure of the PBX system interface connecting to a call accounting system
 - Any other failure mutually agreed to in writing between the CONTRACTOR and MCG.

- **Minor failures** are defined as any system failure or malfunction other than that as defined as a Major System failure.

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

4.2.2 – Response Times for Failures

Response times for the failures characterized above are defined below:

- Upon notification of a **Major failure** by the MCG designated representative(s), the CONTRACTOR 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 MCG designated representative, the CONTRACTOR 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.

5.0 Spares

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

6.0 OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS

The CONTRACTOR shall follow all safety requirements outlined in the National Electric Safety Code (NESC), the Occupational Safety and Health Administration (OSHA), and any Standards or practices for safe installation of required equipment per the Contract.

PROPOSAL SIGNATURE FORM
RFP #11-0703FL

Firm Name

Mailing Address:

City, State, Zip Code

() _____
Telephone Number

The undersigned attests to his (her, their) authority to submit this proposal and to bind the firm herein named to perform as per agreement. If the firm is selected by the County the undersigned certifies that he/she will negotiate in good faith to establish an agreement to provide annual maintenance for the county's emergency communications telephone systems and call taker applications according to the requirements of this RFP #11-0703FL.

Signature

Witness Signature

Date: _____

Date: _____

Name and Title of Above Signer

Name and Title of Above Signer

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

Name and Title of Firm's Representative for Manatee County

Telephone Number of Firm's Representative for Manatee County

ATTACHMENT "A"

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

**SWORN STATEMENT PURSUANT TO
MANATEE COUNTY CODE OF LAW**

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

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

_____ for _____
[print name of entity submitting sworn statement]

whose business address is: _____

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

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

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

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

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

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

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

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

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

[Signature]

STATE OF FLORIDA
COUNTY OF _____

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

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

Notary Public Signature My commission expires _____

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

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

ATTACHMENT "B"

Drug Free Work Place Certification

SWORN STATEMENT PURSUANT TO RESOLUTION R-93-22, ON DRUG FREE WORK PLACES

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

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

_____ for _____
[print individual's name and title] [print name of entity submitting sworn statement]

whose business address is: _____

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

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

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

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

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

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

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

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

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

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

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

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or Resolution R-01-36 Section 4, E (1) (a) or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by Resolution R-01-36 Section 4, E (1) (a).

[Signature]

STATE OF FLORIDA
COUNTY OF _____

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

Personally known _____ OR Produced identification) _____
(Type of identification)

Notary Public Signature My commission expires _____

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