



MANATEE COUNTY FLORIDA

REQUEST FOR QUOTATION: #12-1209CB

9-1-1 COMMUNICATIONS PBX (AVAYA/NORTEL) MAINTENANCE

DATE ISSUED: March 7, 2012 DATE DUE: March 21, 2012 at 3:00 P.M.

Manatee County invites your participation in the following quotation. The specifications stated herein are of the minimum requirements. All quotes submitted must be in accordance with the General Conditions and Minimum Technical Specifications

INFORMATION CONFERENCE

In order to insure that all prospective Quoters have sufficient information and understanding of the County's needs, an information conference will be held **March 14, 2012 at 10:00 A.M.** at the Manatee County Administrative Center, Purchasing Conference Room, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida.

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

Important Note: A prohibition of Lobbying has been enacted. Please review paragraph (page 3) carefully to avoid violation and possible sanctions.

AUTHORIZED TO RELEASE: DWW

GENERAL CONDITIONS

PURPOSE

This scope of services outlines the annual maintenance and support services, which are required to be provided by qualified personnel by qualified personnel ("CONTRACTOR")/("PROPOSER") on an **as required** basis for use by the Information Technology Department, Communications Division. 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 the SCOPE OF WORK.

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

SPECIFICATIONS

Vendors must submit quotes strictly in accordance with specifications. Each variance to these specifications must be explicitly stated by the vendor on the quote form. Should the vendor not furnish the County a list of exceptions and supporting data, the County will assume the vendor is quoting in accordance with the specifications.

CLARIFICATION

It shall be the responsibility of all vendors to request any additional clarification of the contents herein. Clarification deadline is March 26, 2012 at 3:00pm. Clarification will be furnished by written addendum from Purchasing. Vendors shall not accept any verbal or telecommunication explanation as authorized clarification of the contents herein.

COSTS INCURRED IN RESPONDING

This solicitation does not commit the County to pay any costs incurred in the submission of quotes or make necessary studies or designs for the preparation thereof, nor to procure or contract for the equipment.

RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all quotes, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the quote 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.

COLLUSION

All vendors, by virtue of submitting their quote, certify that it is without any previous understanding, agreements or connections, with any persons, firm or corporation submitting a quote for same, and is in all respects fair, and without collusion or fraud.

DISCLOSURE

Upon receipt all inquiries and responses to inquiries related to the Request for Quotation become "Public Records" and are subject to public disclosure consistent with Chapter 119, Florida Statutes.

Quotes/Proposals become subject to disclosure 30 days after the Opening or if a notice of intended award decision is made earlier than this time as provided by Florida Statute 119.071(1)(b). No announcement or review of the offer shall be conducted at the public opening. If the County rejects all offers and concurrently notices its intent to reissue the solicitation, initial offers are exempt until the County provide notice of its intended decision or, 30 days after the opening of the new offers.

LOBBYING

After the issuance of any Request for Quote, prospective quoters, or any agent, representative or person acting at the request of such quoter shall not contact, communicate with or discuss any matter relating in any way to the Request for Quote with any officer, agent or employee of Manatee County other than the Purchasing Official, or as directed in the Request for Quote. This prohibition begins with the issuance of any Request for Quote and ends upon the execution of a purchase order, or when the Request for Quote has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code.

TAXES

Manatee County is exempt from Federal and State Sales Taxes.

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 quotes shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, Manatee County hereby notifies all prospective offerors that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of contract.

AUTHORIZED PRODUCT REPRESENTATION

The vendor, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. The vendor's failure to perform accordingly may, in the County's sole discretion, be deemed a breach of contract, and shall constitute grounds for the County's immediate termination of the contract.

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 quote, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. Also, the 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.

USE OF TRADE NAMES

Brand or trade names referenced in the specifications are for comparison purposes only. Vendors may submit quotes on items manufactured by other than the manufacturer specified. In these instances quotes must be accompanied with all descriptive information necessary for a thorough evaluation of the proposed material or equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variances from, or exceptions taken to the specifications. Failure of any vendor to furnish this data will be cause for rejection of the specified item to which it pertains.

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.

REGULATIONS

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

BLANKET ORDER

Blanket Purchase Order(s) shall be issued as a result of this quote. A Blanket Purchase Order number, when accompanied by a valid Release Order number provided by an authorized County department, will authorize purchases on an "**as required**" basis.

A master agreement with subsequent individual orders shall be used, therefore for payment; each invoice must indicate the Blanket Purchase Order number followed by a valid Release Order number. The vendor is not authorized to proceed with, and will not be compensated for, any work that is not authorized by a valid Release Order Number issued by the County's Representative.

Quantities of purchases will vary depending on the authorized budget of each authorized County department. Quote items, package size, and unit prices shall be as itemized on the attachment to the Blanket Purchase Order. Make no shipments until a valid release order is provided.

QUANTITIES

The exact quantities of the required supplies cannot be determined at this time, but approximated past annual usage is indicated on the Quotation Form. This quotation award may result in similar quantities of purchases; however, this is not guaranteed. Purchase Orders/Release Orders shall be issued on an **as required** basis; covering all or part of the specified items on quote. During the term of the contract, the County may add or delete parts as needed.

PRICES AND TERMS

The prices quoted shall be used for payment and shall be deemed to include payment in full for all transportation, labor, permits/notices, materials, and equipment required for the complete delivery and service of each unit. Prices shall remain firm and irrevocable for the contract period.

CONTRACT TERM

This contract shall be for a period of one year, commencing from date of award, unless renewed or terminated as provided in this quote document.

RENEWAL

If not cancelled by the Vendor or the County, **this quote shall be automatically extended/renewed** beyond the first twelve (12) month contract period for two (2) additional twelve (12) month periods not to exceed a total contract duration of thirty-six (36) months providing there are no changes of prices, terms or conditions. Renewal prices may be adjusted only as permitted in paragraph below Price Adjustments For Renewal Periods. **Written notice of intention not to renew must be submitted by the successful quoter 90 days prior to the end of a contract period.** Should any Vendor choose not to renew the quote awarded, the County reserves the right to terminate the Contract with that

Vendor and select the next qualified quoter, or re-advertise for those quoted items, or solicit a new Request for Quotation for all items (including multiple quote awards).

PRICE ADJUSTMENTS FOR RENEWAL PERIODS

Prices shall remain firm for the first twelve month base contract term. Requested price changes for the remaining terms may be adjusted in accordance with the Producers Price Index for Copper and Copper Alloy Wire & Cable, Bare & Tinned Code #WPU10260314. The base index shall be the index effective on the date of award. The index used for each successive renewal period shall be the effective index on the date of renewal.

The maximum acceptable increase for any renewal term shall be the percentage calculated in accordance with the method described in the Producers Price Index from the Bureau of Labor Statistics.

The example below illustrates the method by which Pricing shall be adjusted:

INDEX POINT CHANGE

Commodity _____ Index	115.2 (Renewal Index)
Commodity _____ Index	<u>112.8</u> (Base Index or previous Index)
Equals Index Point Change	2.4 Index Point Change

INDEX PERCENT CHANGE

Index Point Change from above	2.4
Divided by Base Index (or previous Index)	112.8
Equals	0.0213 or 2.13 Percent

CANCELLATION

It is mutually agreed that any award made as a result of this quote may be cancelled by the vendor upon 90 days written notice by Certified Mail to the County. However, the County is hereby authorized to purchase, in accordance with the prices quoted, any quantity of materials during this 90 day interim provided the County requests delivery during this period.

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

PAYMENT

Within forty-five (45) days after delivery by the Vendor, acceptance by the County, and presentation of an appropriate invoice, the County shall pay the total amount due. Payment invoices must indicate the Purchase Order number and a valid Release Order number.

WARRANTY

All work, materials, and equipment furnished as defined herein shall be guaranteed and warranted by the contractor for a minimum period of one (1) year, unless otherwise specified, from final acceptance by the Owner to be free from defects due either to faulty materials or equipment or faulty workmanship. The Owner shall, following discovery thereof, promptly give written notice to the contractor of faulty materials, equipment, or workmanship within the period of the guarantee and the contractor shall promptly replace any part of the faulty equipment, material, or workmanship at his own cost.

MATERIAL SAFETY DATA SHEET

It shall be the responsibility of the awarded quoter to submit, upon notification of award, a Material Safety Data Sheet (MSDS) for all toxic substances in accordance with Florida Statutes Chapter 442, The Right To Know Law, which mandates on-site MSDS for all toxic substances appearing in the work place.

INSURANCE COVERAGE

The quoter 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. Minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy) shall be as follows:

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, the Longshoremen's and Harbor 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 for the coverage required by the contract documents which are customarily insured under Part Two of the standard Worker's Compensation Policy shall be:

\$ 100,000	(Each Accident)
\$ 500,000	(Disease-Policy Limit)
\$ 100,000	(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 the Limits of Insurance (Designated Project of Premises) endorsement (ISO Form GC 25 03) to a Commercial General Liability Policy with the following minimum limits:

Products/Completed Operations Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 300,000
Fire Damage (Any one fire)	\$ 1,000,000
Medical Expense (Any one person)	\$ 1,000,000

c. Business Auto Policy

Each Occurrence Bodily Injury and Property	
Damage Liability Combined	\$ 500,000
Annual Aggregate (If Applicable)	Three times each occurrence limit.

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 quoter 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.

e. Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the three above paragraphs a., b., and c., shall be filed with the Purchasing Director before operations are begun. The required certificates of insurance shall not only name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the quote number, project title and location of project. Insurance shall remain in force at least one (1) year after completion and acceptance of the project by the County, insurance in the amounts and types as stated herein, coverage for all products and services completed under this contract.

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

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

BASIS OF AWARD

Award will be made on a Total Quote basis to the responsive, responsible quoter having the lowest total quote listed on the Quote Form. Quoters shall quote each item for their quote to be responsive.

It is the intent of the County to place orders with the lowest priced responsive, responsible quoter who can provide the services at the time needed. However, the County reserves the right to place orders with other vendors in the event of an urgent, immediate need and the availability of the services requested cannot be met by the lowest price vendor at the time of need.

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

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

MINIMUM TECHNICAL SPECIFICATIONS

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 and associated equipment listed in paragraph 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.

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.

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 w/ACD/PRI/Q-Sig/911 Option Package

2. (25) M2216 Telephones sets w/MCA CTI adapters
3. Call Center Management Information System running on four Dell Power Edge 2950 servers

BPD:

1. Nortel Remote Shelf
2. (4) M2216 Telephones sets w/MCA CTI adapter and (2) add on modules

LKPD:

1. Nortel Remote Shelf
2. (2) M2216 Telephones sets w/MCA CTI adapter and (2) add on modules

PPD:

1. Nortel Remote Shelf
2. (2) M2216 Telephones sets w/MCA CTI adapter and (2) add on modules

BUECC:

1. AVAYA/Nortel Meridian Option 11 Telephone System
2. (12) M2216 Telephones sets w/MCA CTI adapter and (2) add on modules

COMMUNICATION

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

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.

The CONTRACTOR shall supply dependable staff **certified** to perform maintenance on the AVAYA/Nortel Meridian Option 61 and Option 11 and AVAYA/Nortel Contact Center Management product. The CONTRACTOR shall continuously monitor personnel activity as part of its own management activity.

STAFFING MINIMUMS

As proposed and/or negotiated.

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
 - Any failure of 911 CAMA trunk or delivery 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 management 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.

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 four (4) 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.

SPARES

The vendor shall maintain an inventory of spare equipment required in order to meet all service requirements. The vendor shall provide Manatee County with a list of recommended spare parts (crash kit) to replace in effect of failure.

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

Vendor Registration

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

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

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

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

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

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

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

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

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

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

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

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

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

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

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

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

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

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

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

1. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
2. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;

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

3. Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
4. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;
5. Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county commission or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

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

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

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

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

A. Authorized Representative

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

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

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, Suite 803, 1112 Manatee Avenue W., Bradenton, FL 34205

QUOTATION FORM

RFQ #12-1209CB 9-1-1 COMMUNICATIONS PBX (AVAYA/NORTEL) MAINTENANCE

We, the undersigned declare that we have reviewed the quote documents and with full knowledge and understanding of the, herewith submit our quote.

We propose to furnish **9-1-1 COMMUNICATIONS PBX (AVAYA/NORTEL) MAINTENANCE** on an as **required** basis to include material, labor and freight F.O.B. Destination, as specified herein, at the following prices:

ITEM NO.	DESCRIPTION	EST. QTY	U/M	UNIT PRICE	EXTENDED PRICE
1	Non-Emergency Corrective Maintenance- performed during normal business hours, or as agreed to by Contractor and the County. This shall include any troubleshooting requested by the County.				
		80	Hour	\$ ____ .00	\$ ____ .00
2	Emergency Corrective Maintenance- performed at any time of day or night during the year. Response time of four (4) hours or less to job site.				
	During Regular Hours: From : ____ AM to ____ PM ; Days of Week ____				
a	Minimum Call Out Charge	10	Each	\$ ____ .00	\$ ____ .00
	During Overtime Hours: From : ____ AM to ____ PM ; Days of Week ____				
b	Minimum Call Out Charge	5	Each	\$ ____ .00	\$ ____ .00
Total Quote					\$ ____ .00
Material Cost for Parts and Equipment					
a.	Vendors Cost plus a % markup				% Markup
b.	Percentage discount from a published price list (if applicable)				% Discount

Please complete the notarized Manatee County Government Affidavit As To Local Business form, Quotation Form, and the Contractor's Form (pages 15-17) and return via mail, e-mail, or fax no later than March 21, 2012, 3:00pm.

Manatee County Purchasing
 1112 Manatee Avenue West
 Suite 802
 Bradenton, FL 34205

Charles Bentley, Buyer, Purchasing Department
 (941) 749-3036, FAX (941) 749-3034
Charles.Bentley@mymanatee.org

CONTRACTOR'S FORM

Contact Name Contact Phone

Contact Email Address

Company Name Phone Number Fax Number

Company Address City, State, Zip

Authorized Signature Print Name and Title of Signer(s)

Date Acknowledge Addendum/Date

FEIN Business License Number

Number of Years Company Has Been In Business: _____

ATTACHMENT A

STATEMENT OF NO OFFER

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 quote on RFQ #12-1209CB 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 quote and this Statement of No Offer is not executed and returned, our name may be deleted from your Bidders List for this commodity or service.

Company Name: _____

Company Address: _____

Telephone: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)

ATTACHMENT B

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE 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.