Manatee County Sheriff’s Office
Invitation to Negotiate

ITN-2010-15-001-COPIERS
INVITATION TO NEGOTIATE (2010-15-001-COPIERS)

DATE: February 23, 2010
TO: All Submitters
FROM: Bid Coordinator, Manatee County Sheriff’s Office

The Manatee County Sheriff’s Office, a political subdivision of the State of Florida (hereinafter "Sheriff’s Office") is inviting sealed replies from vendors authorized to do business in the State of Florida, for the purpose of negotiating contract pricing to reduce costs on multi-function and specialty copiers to be purchased and/or leased and/or maintained over the next four years. The first purchase is anticipated in during the next fiscal year, contingent on available funds. This does not preclude earlier purchases based on need and funding. Contract renewal may be an option based on performance.

The intended coverage of this ITN and any Agreement resulting from this solicitation shall be for the use of all Departments that are part of the Manatee County Sheriff’s Office in Manatee County, Florida. With the consent and agreement of the successful proposer, other governmental agencies within the State of Florida, may access the agreement resulting from this solicitation issued and administrated by the Sheriff’s Office to make purchases. Such purchases shall be governed by the same terms and conditions stated in the proposal solicitation.

Proposers shall note exceptions to the above paragraph in any proposal submitted, if there are any.

The Sheriff’s Office reserves the right to add and/or delete elements, or to change any element of the coverage and participation at any time without prior notification and without any liability of any kind or amount, with 30 days notice to the vendor.

You are invited to submit a sealed reply subject to the terms, conditions, and specifications contained herein.

TIMELINE OF EVENTS:
- Release: FEBRUARY 23, 2010
- Pre-Bid (not mandatory): MARCH 5, 1:00 p.m. MCSO, Operations Center
- Proposals due: APRIL 13, 2010 - 3:30 p.m. MCSO, Operations Center
- Proposal opening: APRIL 13, 2010 - 4:00 pm. MCSO, Operations Center
- Evaluation: APRIL 23, 2010 - 9:00 a.m. MCSO, Operations Center
- Negotiations: TBD

Proposals will be opened publicly on April 13. Proposals received after this date and time will be rejected. Proposals will NOT be evaluated at the time of opening. The evaluation date and time is noted above.

FOR INFORMATION RELATED TO THIS INVITATION TO NEGOTIATE DIRECT YOUR QUESTIONS IN WRITING TO:
Bid Coordinator, via email: Bids@ManateeSheriff.com or via regular mail at this address:
Fiscal Section, Bid Coordinator
ATTN: ITN-2010-15-001-COPIERS
Manatee County Sheriff's Office
600 U.S. Highway 301 Boulevard, West, Suite 202
Bradenton, FL 34205

All inquiries, with responses, will be made available to all proposers on an equal basis without prejudice.

Important note: A prohibition of Lobbying has been enacted. Please review paragraph A.25 carefully to avoid violation and possible sanctions.

AUTHORIZED FOR RELEASE: February 23, 2010
# CONTENTS OF THIS INTENT TO NEGOTIATE

**INVITATION TO NEGOTIATE (2010-15-001-COPIERS)................................................................. 1**

**SECTION A: GENERAL CONDTIONS AND SPECIAL CONDITIONS .................................................. 4**

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.1</td>
<td>OPENING LOCATION AND DATE</td>
<td>4</td>
</tr>
<tr>
<td>A.2</td>
<td>PROPOSAL INFORMATION AND DOCUMENTS</td>
<td>4</td>
</tr>
<tr>
<td>A.3</td>
<td>INQUIRES</td>
<td>4</td>
</tr>
<tr>
<td>A.4</td>
<td>PROPOSAL FORM DELIVERY REQUIREMENTS</td>
<td>4</td>
</tr>
<tr>
<td>A.5</td>
<td>CLARIFICATION &amp; ADDENDA</td>
<td>4</td>
</tr>
<tr>
<td>A.6</td>
<td>SEALED &amp; MARKED</td>
<td>4</td>
</tr>
<tr>
<td>A.7</td>
<td>LEGAL NAME</td>
<td>4</td>
</tr>
<tr>
<td>A.8</td>
<td>PROPOSAL EXPENSES</td>
<td>5</td>
</tr>
<tr>
<td>A.9</td>
<td>EXAMINATION OF OFFER</td>
<td>5</td>
</tr>
<tr>
<td>A.10</td>
<td>DISCLOSURE</td>
<td>5</td>
</tr>
<tr>
<td>A.11</td>
<td>UNDERWRITERS LABORATORIES</td>
<td>5</td>
</tr>
<tr>
<td>A.12</td>
<td>PRICES, TERMS AND PAYMENT</td>
<td>5</td>
</tr>
<tr>
<td>A.13</td>
<td>BEST PRICING</td>
<td>5</td>
</tr>
<tr>
<td>A.14</td>
<td>ORDERING</td>
<td>5</td>
</tr>
<tr>
<td>A.15</td>
<td>PURCHASES BY OTHER ENTITIES</td>
<td>5</td>
</tr>
<tr>
<td>A.16</td>
<td>RESERVED RIGHTS</td>
<td>5</td>
</tr>
<tr>
<td>A.17</td>
<td>APPLICABLE LAWS</td>
<td>5</td>
</tr>
<tr>
<td>A.18</td>
<td>PROTEST</td>
<td>5</td>
</tr>
<tr>
<td>A.19</td>
<td>CODE OF ETHICS</td>
<td>6</td>
</tr>
<tr>
<td>A.20</td>
<td>COLLUSION</td>
<td>6</td>
</tr>
<tr>
<td>A.21</td>
<td>PROPOSAL FORMAT</td>
<td>6</td>
</tr>
<tr>
<td>A.22</td>
<td>PUBLIC ENTITY CRIMES</td>
<td>6</td>
</tr>
<tr>
<td>A.23</td>
<td>PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES</td>
<td>7</td>
</tr>
<tr>
<td>A.24</td>
<td>DRUG FREE WORK PLACE</td>
<td>7</td>
</tr>
<tr>
<td>A.25</td>
<td>LOBBYING</td>
<td>7</td>
</tr>
<tr>
<td>A.26</td>
<td>EQUAL EMPLOYMENT OPPORTUNITY</td>
<td>7</td>
</tr>
<tr>
<td>A.27</td>
<td>AMERICANS WITH DISABILITIES ACT</td>
<td>7</td>
</tr>
<tr>
<td>A.28</td>
<td>MAINTENANCE OF EQUIPMENT</td>
<td>7</td>
</tr>
<tr>
<td>A.29</td>
<td>EXCLUSIVE OEM PARTS, SUPPLIES &amp; CONSUMABLES</td>
<td>7</td>
</tr>
<tr>
<td>A.30</td>
<td>DE-INSTALLATION OF LEASED EQUIPMENT</td>
<td>7</td>
</tr>
<tr>
<td>A.31</td>
<td>MOVING OF EQUIPMENT</td>
<td>7</td>
</tr>
</tbody>
</table>
SECTION A: GENERAL CONDITIONS AND SPECIAL CONDITIONS
Proposers must comply with the following instructions to be considered for the negotiation process.

GENERAL CONDITIONS

A.1 OPENING LOCATION AND DATE
These proposals will be opened at the Manatee County Sheriff’s Office, 600 U.S. Highway 301 Boulevard West, Suite 202, Bradenton, Florida 34205 on the date and time indicated on the first page of this Invitation.

A.2 PROPOSAL INFORMATION AND DOCUMENTS
Proposal information and documents can be accessed via the Sheriff’s Office website at www.manateesheriff.com. From the home page, click on the Budget tab to go to Fiscal Services, then click the Purchasing link in the left-hand column. Documents may also be obtained via email or regular mail by calling the Manatee County Sheriff’s Office Bid Coordinator at (941)-747-3011 x2043.

A.3 INQUIRES
For information related to this Invitation to Negotiate, please contact the Bid Coordinator, in writing via email or regular mail using the addresses below and reference ITN-2010-15-001-COPIERS in your correspondence.

E-mail: Bids@ManateeSheriff.com
Regular mail: Fiscal Section, Bid Coordinator
Manatee County Sheriff’s Office
600 U.S. Hwy 301 Blvd West, Suite 202
Bradenton, Fl 34205

Responses will be provided by the Bid Coordinator who will confer with personnel who can provide information related to specific work situations as needed. The Sheriff’s Office will endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date. You are requested to acknowledge receipt of this proposal and to indicate whether or not you intend to submit a proposal. A “No Bid” form is included in this package.

A.4 PROPOSAL FORM DELIVERY REQUIREMENTS
Any proposals received after the stated time and date will not be considered. It shall be the sole responsibility of the Proposer to have the proposal delivered to the Manatee County Sheriff’s Office 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.

A.5 CLARIFICATION & ADDENDA
Each Proposer shall examine all documents associated with this Invitation to Negotiate 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 Intent to Negotiate shall be made in writing through the Manatee County Sheriff’s Office Bid Coordinator no later than ten days prior to the designated opening date for the ITN. The Sheriff’s Office shall not be responsible for oral interpretations given by any Sheriff’s Office 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 Intent to Negotiate, the Sheriff’s Office will provide the addenda information on the Sheriff’s Office website www.manateesheriff.com. Proposers should check the website before responding to this Invitation to Negotiate.

A.6 SEALED & MARKED
Six (6) signed copies of the proposal binder and one copy of the proposal on CD in a WORD compatible or Adobe pdf format shall be submitted in one sealed package clearly marked on the outside “Sealed Proposal – Invitation to Negotiate 2010-15-001-COPIERS” and addressed to:

Fiscal Section, Bid Coordinator
Manatee County Sheriff’s Office
600 U.S. Hwy 301 Blvd West, Suite 202
Bradenton, Fl 34205

A.7 LEGAL NAME
Proposals shall clearly indicate the legal name, address and telephone number of the Proposer (company, firm, partnership, or individual) on the Proposal Signature form. Proposals shall be signed below the typed or printed representative name and title of the signer. The signer shall have the authority to bind the Proposer to the submitted proposal.
A.8  PROPOSAL EXPENSES
All expenses for making proposals to the Sheriff’s Office are to be borne by the Proposer.

A.9  EXAMINATION OF OFFER
The examination of the proposal and the Proposer’s background information generally requires a period of not less than thirty (30) calendar days from the date of the opening of the proposals.

A.10 DISCLOSURE
In accordance with the provisions of Chapters 119 and 120 of Florida Statutes, submissions become public records at the time a notice of a decision or intended decision is provided or within twenty days after the solicitation opening, whichever is earlier. The tabulation results will be posted on the website at www.manateesheriff.com. When requested, results may also be provided by mail when the requester provides a stamped, self-addressed envelope.

A.11 UNDERWRITERS LABORATORIES
Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.

A.12 PRICES, TERMS AND PAYMENT
Firm prices shall be quoted, typed or printed in ink and include all packaging, handling, shipping charges and delivery to the destination shown herein.

A.13 BEST PRICING
During the Contract terms, if the Sheriff’s Office becomes aware of better pricing offered by the Proposer for substantially the same product outside the Contract, but upon the same or similar terms of the Contract, then, at the discretion of the Sheriff, the price under the Contract shall be immediately reduced to the lower price.

A.14 ORDERING
The Sheriff’s Office reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs.

A.15 PURCHASES BY OTHER ENTITIES
With the consent and agreement of the successful Proposer, purchases and/or leases may be made under this bid by other government agencies in the State of Florida. Such purchases shall be governed by the same terms and conditions stated in the bid/proposal solicitation. Each entity will establish its own contract with the successful Proposer, place its own orders, be invoiced directly and make its own payments to the successful Proposer in accordance with the contract negotiated between the government entity and the successful Proposer. The Sheriff’s Office will not be a legally bound party to any contractual agreement made between a successful firm and any other entity who may make a piggyback purchase.

A.16 RESERVED RIGHTS
The Sheriff’s Office 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 Sheriff’s Office, depending on available competition and timely needs of the Sheriff’s Office. The Sheriff’s Office 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 Sheriff’s Office. The Sheriff’s Office 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 Sheriff’s Office reserves the right to make such investigations as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Information the Sheriff’s Office 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.17 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 the Sheriff’s Office will apply to any resulting agreement.

A.18 PROTEST
Any proposer who decides to protest the Sheriff’s decision or intended decision regarding award for solicitation shall file, in writing, with the Sheriff’s Office a notice of protest. The notice of protest shall be filed within seventy-two hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within seventy-two hours after the posting of the solicitation. A formal written protest shall
be filed within ten days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays and holidays so designated by the State of Florida shall be excluded in the computation of the allotted 72-hour time period.

Upon receipt of a formal written protest that has been filed in allotted time frame, the solicitation evaluation committee will have 7 days to consider the protest as written and resolve the protest by mutual agreement between the two parties. If the protest is unresolved by mutual agreement, the solicitation evaluation committee shall forward its findings to the Comptroller. The Comptroller shall review the findings and make a recommendation of resolution to the Sheriff. The decision of the Sheriff will be communicated to the protestor in writing. The decision of the Sheriff shall be final.

During such time as a protest is ongoing, the agency shall halt the solicitation or contract award process until the protest is resolved by final agency action unless continuance of the solicitation or award process is necessary to avoid an immediate and serious danger to the health, safety or welfare of the public. In such case the agency will set forth, in writing, the particular facts and circumstances which require the continuance of the solicitation or contract award process without delay.

A.19 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 or Manatee County Sheriff’s Office per Manatee County’s Purchasing Ordinance 2-26, Article V., Ethics in Public Contracting, and/or the State of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work or for goods or services for the Manatee County Sheriff’s Office. A copy of Purchasing Ordinance 2-26 is available for review on Manatee County’s website. A hard copy can be provided on request.

A.20 Collusion
By offering a submission to this Invitation to Negotiate 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, 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.21 Proposal Format
Proposals must be submitted in a three-ring binder in the format specified in Section B within this document. Additional support information may be included, but should be inserted after the required content. Tabs are required to identify each item defined in Section B, Form of Proposal, thereby facilitating expedient review of all responses.

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 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 (as of 1/01/2005 it is $25,000) for a period of 36 months from the date of being placed on the convicted vendor list.
A.23 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES
In accordance with Ordinance 2-26, the Sheriff’s Office adopted a policy prohibiting the award of Sheriff’s Office contracts to persons, business entities, or affiliates of business entities who have not submitted written certification to the Sheriff’s Office that they have not been convicted of bribery, attempted bribery, collusion, restraints of trade, price fixing, and violations of certain environmental laws. Public Contracting and Environmental Crimes Certification form is attached for this purpose. By nature of the business within the Sheriff’s Office, individuals working for the Proposer must be able to pass a background check to be admitted on premises if required.

A.24 DRUG FREE WORK PLACE
The Manatee County Sheriff’s Office has a policy regarding maintaining a Drug Free Work Place. Proposers are asked to describe their firm’s policy or program as it relates to maintaining a drug free workplace. A Drug Free Work Place Certification is included with this proposal for this purpose. This response will be considered with the other criteria described herein.

A.25 LOBBYING
After the issuance of any Request for Proposals, Invitation to Negotiate or Invitation for Bids, prospective bidders, proposers or any agent, representative or person acting at the request of such bidder or proposer shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposals, Invitation to Negotiate, or Invitation for Bids with any officer, agent or employee of Manatee County Sheriff’s Office other than the Comptroller or Purchasing Director or Bid Coordinator without expressed permission of the Comptroller or Purchasing Director. This prohibition begins with the issuance of any Request for Proposals, Invitation to Negotiate, or Invitation for Bids, and ends upon execution of the final contract or when the invitation or request has been canceled.

A.26 EQUAL EMPLOYMENT OPPORTUNITY
Manatee County Sheriff’s Office, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all prospective Proposers that they will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the basis of race, color, creed, sex, age or national origin in consideration for an award.

A.27 AMERICANS WITH DISABILITIES ACT
The Manatee County Sheriff’s Office does not discriminate upon the basis of any individual’s disability status. This non-discrimination policy involves every aspect of the Sheriffs Office’s functions including one’s access to, participation, employment, or treatment in its programs or activities.

SPECIAL CONDITIONS

A.28 MAINTENANCE OF EQUIPMENT
All equipment placed under this proposal shall be maintained in accordance with the manufacturer’s specifications; with only those supplies which meet such specifications. It will be the successful firm’s responsibility to keep the equipment in good condition, except for ordinary wear and tear.

A.29 EXCLUSIVE OEM PARTS, SUPPLIES & CONSUMABLES
At all times throughout the term of this proposal, the successful firm shall exclusively utilize the manufacturer’s officially approved OEM parts, supplies and consumables in all equipment placed under this proposal.

A.30 DE-INSTALLATION OF LEASED EQUIPMENT
Upon completion of each lease under this proposal, the successful firm will be responsible for de-installing the equipment and returning it to the leasing company (as applicable) with pre-paid freight and insurance, at no charge to this agency within 30 days following the expiration of that specific lease.

A.31 MOVING OF EQUIPMENT
The successful firm shall, upon request and at no cost to the Sheriff’s Office, move any of the equipment placed under this proposal either within the same facility or to another Sheriff’s Office facility.

A.32 PARTS & SUPPLIES WAREHOUSE LOCATIONS
Furnish, with your proposal, the city and state of your company’s warehouse nearest to Manatee County, FL that provides parts and supplies that will support the products offered under this proposal.
SECTION B: FORM OF PROPOSAL

All proposals must be executed and submitted in a single container. Faxsed proposals will not be accepted. The face of the envelope shall contain the Invitation to Negotiate number [ITN 2010-15-001-COPIERS], the company name, and delivered to:

Fiscal – ATTN: Bid Coordinator
Manatee County Sheriff’s Office
600 U.S. Hwy 301 Blvd West, Suite 202
Bradenton, Florida 34205

In order to insure uniformity, all proposals must be submitted on the enclosed forms or exact photo copies and be signed by an authorized representative of the company submitting the proposal. Proposals not submitted in accordance with the terms, conditions, specifications, and other instructions contained herein may be subject to rejection.

Sealed replies must be submitted in 3-ring binders. This section details requirements and specific information which must be included with each responding proposer’s submission. The contents of each proposal shall be separated and arranged with tabs in the same order as listed in Sections B.1 through B.7 below, including all forms and information as outlined.

B.1 TITLE PAGE
This page must contain the following:
- ITN number: ITN 2010-15-001-COPIERS
- Proposer’s Company Name
- Proposer’s Tax ID #
- Company Address
- Contact Name
- Contact Phone
- Contact e-mail

Please note: Do not use logos or other symbols related to the Manatee County Sheriff’s Office in your proposal.

B.2 CHECKLIST OF PROPOSAL REQUIREMENTS
A checklist is included in Section F of this Invitation to Negotiate. Check each item included and insert the form in the proposal.

B.3 PROVIDER PROFILE AND QUALIFICATIONS
At a minimum, the proposer should have prior experience in a local and state government environment and experience providing the services enumerated in this invitation.
1) Provide a summary that demonstrates the minimum qualifications as described below:
   a. Provide a description of the firm's background and size.
   b. Include a statement of qualifications that includes experience with government agencies.
   c. Include the firm’s professional credentials, experience in providing the services enumerated in this Invitation to Negotiate, and the legal status of the organization.
   d. Describe your corporate structure and indicate whether your company is under the control of any other corporation or organization.
e. Provide the name, location, and telephone contact of the Proposer's representative to contact for all matters.

f. Describe the competitive advantage that your company possesses versus other potential providers.

g. Include any other information that would assist the Sheriff's Office in evaluating your proposal.

2) The Proposer must be able to meet negotiated timelines. Provide examples and related references that can speak to past successes.

3) The Proposer's key staff must have the competencies and knowledge required to deliver services that meet or exceed the requirements necessary for the size and scope of this project. Identify each principal of the firm and all "key personnel" who will be professionally associated with the Sheriff's Office. Provide résumés detailing capabilities. The key personnel proposed shall not be changed without written Sheriff's Office approval in advance of the change.

4) The Proposer should have the ability to acquire and provide all products, parts and service in accordance with the requirements and conditions as described in this Invitation to Negotiate. Provide a description of the high level of functionality your system will deliver in delivering products and service in accordance with the proposal, i.e. service response time, parts availability, and how maintenance is scheduled.

5) Identify the location of the main office that will provide these services to the Sheriff's Office.

6) Describe the level of involvement anticipated/required from Sheriff's Office staff in preparation of ordering and receiving equipment related to the project.

B.4 ADMINISTRATIVE FORMS
1. Proposal Signature Form
2. Drug Free Work Place Certification
3. Public Contracting and Environmental Crimes Certification Form
4. Note: A successful bidder will be required to submit a Certificate of Insurance as well.

B.5 REFERENCES
Please provide details on at least three (3) references. Use the form provided.

B.6 DESCRIPTION OF SERVICES
- Include manufacturer information (equipment models and specifications)
- Warranty information
- Service technician certifications
- Preventative maintenance policy and schedule
- Repair response time

B.7 PRICING FORM
Use the form provided to submit your proposed price for each type and class of machine. Indicate the features that are included by marking the appropriate boxes. In the event that additional comments are needed to clarify equipment features, please include them in the space provided or attach a separate page.

The Sheriff's Office 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 Invitation to Negotiate.
SECTION C: SELECTION

C.1 EVALUATION FACTORS
Although not all inclusive, evaluation factors include price, repair response time and perceived ability of the Proposer to perform the Scope of Services as stated in this Invitation in the most timely and efficient manner. Consideration will be given to the proposal(s) which will overall best meet the needs of the Manatee County Sheriff’s Office as determined from the responses to this Invitation to Negotiate and subsequent investigation by the Sheriff’s Office.

C.2 RELATIVE IMPORTANCE OF EVALUATION FACTORS
No weight has been assigned to the Evaluation Factors stated above.

C.3 PRELIMINARY RANKING
A Selection Committee may determine from the response to this Intent to Negotiate and subsequent investigation as needed, the Proposers most likely to be selected for award.

C.4 REVIEW OF PROPOSERS AND PROPOSALS
Review shall be conducted with responsible Proposers who may be reasonably perceived as being selected for award. The purpose of the review will be to clarify and/or assure full understanding of and conformance to the solicitation requirements and the abilities of the Proposer and the proposal submitted. Firms responding to this Request for Proposal shall be available for presentations and/or interviews upon notification from the Purchasing Office at a time and date determined by the Sheriff’s Office.

C.5 SELECTION FOR NEGOTIATION
Each response to this Invitation to Negotiate will be evaluated based on the overall competence conveyed via the proposal. The Proposer whose ability and proposal is determined to be the most advantageous to the Sheriff’s Office shall be recommended to the Sheriff for authorization to negotiate an agreement for the stated Scope of Services. Pricing may be a criterion; however the Sheriff’s Office is under no obligation to select the proposal that demonstrates the lowest pricing when taking into account all evaluation criteria.

C.6 AWARD
Although the Sheriff’s Office reserves the right to negotiate with any vendor(s) to arrive at a final decision and/or to request additional information or clarification on any matter included in the proposal, it also reserves the right to select the most responsive vendor(s) without further discussion, negotiation, or prior notice. The Sheriff’s Office may presume that any proposal is a best and final offer. Award of an agreement is subject to the successful negotiation and final approval by the Sheriff to authorize execution of the agreement.

SECTION D: NEGOTIATION OF THE AGREEMENT

D.1 GENERAL
The following general terms and conditions apply to the proposal submitted for consideration and the subsequent negotiations:
1. The proposal will serve as a basis for negotiating an agreement.
2. Upon submission, all proposals become the property of the Sheriff’s Office which has the right to use any or all ideas presented in any proposal submitted in response to this Invitation whether or not the proposal is accepted.
3. All products and papers produced in the course of this engagement become the property of the Sheriff’s Office upon termination or completion of the engagement.

D.2 AGREEMENT

The selected Proposer shall be required to negotiate a formal agreement, in a form acceptable to the Manatee County Sheriff’s Office. The Manatee County Sheriff’s Office will be presented the negotiated agreement as the best and final offer for consideration of award and execution. The Sheriff shall determine if award of the agreement is to be: a) considered; b) rejected with direction for further negotiations; c) rejected with negotiations terminated; or d) accepted.

SECTION E: SCOPE OF SERVICES

E.1 GENERAL OVERVIEW

Manatee County is located on the west coast of Florida, south of the Tampa/St. Petersburg area, and is home to approximately 320,000 residents. With state and national accreditations, the Sheriff’s Office serves the county with over 1150 employees, making it one of the largest agencies in the nation. Close to 58% of the workforce is comprised of certified patrol deputies and/or corrections deputies. These frontline deputies are supported by civilians who make up the remaining 42% of the workforce. Employee demographics demonstrate the Sheriff’s commitment to building a diverse team to serve the county. Thirty-six percent of employees are female, and minorities make up twenty-one percent of the workforce.

The Sheriff’s Office has various centers of operation throughout the county. As a result, there is a great need to have dependable equipment, enabling personnel to communicate with one another and the community as a whole. While not all inclusive, some of the locations where Sheriff’s Office copiers are located include:

Operations Center
In 2007, the Sheriff’s Office moved its Operations Center to its current location at 600 U.S. Highway 301 Boulevard, West near Desoto Square Mall. Support services needed for the day-to-day operations of the Sheriff’s Office are housed at this site. Fingerprinting, Civil Records and Crime Prevention services are offered to citizens from this location as well.

Manatee County Central Jail and Training
Accredited by the American Correctional Association, the Manatee County Central Jail complex is comprised of several buildings. Construction on the current facility was completed in 1995 on 70 acres of property belonging to Port Manatee in northern Manatee County. The average inmate population is between 1100 and 1300. The facilities are manned by a total of 202 sworn deputies and supervisors, and 135 civilian employees.

The training center operates from the same location with a staff of seven employees providing training programs for certified personnel.

Judicial Center
The new Judicial Center, located in downtown Bradenton, was completed in 2008. Sixty bailiffs are among the Sheriff’s Office personnel that provide vital services in the daily operations of the judicial process at that location.
District Offices
There are four district offices that serve as the hub of services for law enforcement throughout the county. Each satellite is the base of operations for deputies responsible for designated sections of the county. The offices are also provided with civilian support staff. In addition juveniles are served from the Juvenile Booking Facility.

Child Protective Services and Crimes Against Children
At this location, nearly fifty Sheriff’s Office employees are charged with the investigations and documentation required to keep the county’s children safe.

Fleet Maintenance
Fleet Maintenance personnel communicate with staff throughout the agency to keep the Sheriff’s deputies in vehicles that that are both safe and effective for patrolling the county.

Public Safety Communications Center
Sheriff’s Office personnel manage emergency calls from this location.

The successful proposer shall fulfill all obligations under the resulting contract in accordance with generally accepted professional standards and shall provide the Manatee County Sheriff’s Office with the best possible equipment and service within the proposer’s authority and capacity. The scope of work will include, but is not limited to the following:

E.2 TECHNICAL REQUIREMENTS FOR PURCHASED EQUIPMENT
Some of the minimum requirements that must be met before any proposal will be accepted are listed below. The Sheriff’s Office reserves the right to amend these requirements in the event that it is determined that new factors should be included.

1. All equipment must be new.
2. Commercial level surge protectors must be provided with all hardware installations.
3. All machines that have a PC attached (e.g. machine designated for E-Copy) must have a Commercial Level Uninterrupted Power Supply (UPS) provided.
4. All hardware must be network capable and ready.
5. All machines must be ready to be networked to a Central Management Console which provides user visibility and management of all machines. (The Management Console will have the capability of sending a single, regularly scheduled, consolidated e-mail to the vendor detailing usage for maintenance purposes.)
6. Hardware must be e-copy and fax ready.
7. Hardware must be scan ready and e-mail ready.
8. Voltage requirements must be compatible with designated locations.

E.3 TECHNICAL REQUIREMENTS FOR LEASED EQUIPMENT
Some of the minimum requirements that must be met before any proposal will be accepted are listed below. The Sheriff’s Office reserves the right to amend these requirements in the event that it is determined that new factors should be included.

1. Contract pricing must include all regular service, emergency service, delivery costs, removal costs, all parts, all supplies (except paper and staples), all software updates, all connecting cables, all bulbs, all mounting stands and any/all hardware necessary for normal operation.
2. All equipment must be new.
3. All machines that have a PC attached (e.g. machine designated for E-Copy) must have a Commercial Level Uninterrupted Power Supply (UPS) provided.
4. No click minimums will be included in contract.
5. Commercial level surge protectors must be provided with all hardware installations.
6. All hardware must be network capable and ready.
7. All machines must be ready to be networked to a Central Management Console which provides user visibility and management of all machines. (The Management Console will have the capability of sending a single, regularly scheduled, consolidated e-mail to the vendor detailing usage for maintenance purposes.)
8. Hardware must be e-copy and fax ready.
9. Hardware must be scan ready and e-mail ready.
10. Hardware/upgrades during term of the lease will be at competitive pricing.
11. Voltage requirements must be compatible with designated locations

E.4 REQUIREMENTS FOR ALL COPIERS
In addition, all copiers whether leased or purchased must include:
1. Control panel and function display for copy quantity, jam detector and user prompts
2. Presets for reducing originals
3. Presets for enlarging originals
4. Zoom magnification from 50%-400%, with ability to adjust in 1% increments
5. A scan feature
6. At least two paper feed sources
7. Paper size capability up to 11x17 (Higher for Maximum Service equipment)
8. A minimum Document Feeder Capacity of 50 pages
9. Capacity to feed paper weighing 20 lb to 32 lb. (Higher for Maximum Service equipment)
10. Paper capacity of 2,000 sheets of 20 lb. bond paper for Standard and Moderate Service copiers
11. Duplex imaging: one-sided to two-sided; two-sided to two-sided; and two-sided to one-sided
12. Warm-up time not to exceed 7 minutes from cold start to warm-up
13. First copy times no greater than 13 seconds after warm-up for Basic and Low Volume copiers and no greater than 10 seconds for copiers of higher volume.

E.5 MAINTENANCE AND TECHNICAL SUPPORT
The following requirements are for both leased and purchased machines.
1. No click minimums will be included in contract
2. Service standards must, at a minimum, include parts and labor.
3. All parts and supplies are to be included with the exception of paper and staples
4. All parts, supplies and toner must be of the same brand as the installed equipment.
5. All equipment will be delivered and installed and moved as needed.
6. A Central Management Console which provides user visibility and management of all machines will be provided. In addition, the Central Management Console will have the capability of sending a single, regularly scheduled, consolidated e-mail to the vendor detailing usage for maintenance purposes.
7. All regularly scheduled maintenance is to be performed during normal business hours.
8. All updates and safety modifications recommended by the manufacturer, State of Florida, OSHA or any recognized industry association.
9. All recall items required by the manufacturer, state or federal government agency.
10. Copier breakdown service: if copier(s) under an agreement contract require out-of-order repair service must be provided within four (4) hours of notification to servicing distributor/manufacturer. A copier in an area designated as “critical” requires service or replacement on an emergency basis.
11. All other non-out-of-order service to repair faulty equipment must be provided within twenty-four (24) hours of notification to servicing distributor/manufacturer.
12. The Sheriff’s Office reserves the right to request that any copier that has required an out-of-order service response more than three (3) times in a given thirty (30) day period be replaced with a similar copier.

13. Any copier requiring removal from any Sheriff’s Office location for service will be replaced with a loaner for the duration of the service repair. The loaner must meet or exceed current PPM specifications and be delivered and installed.

E.6 COPIERS

CURRENT USAGE IN AGENCY
Number of Locations: 10
Number of Copiers: 62
Annual print volume: 550,000 clicks (Number is approximate)

Four types of digital copiers are included in the scope of this invitation based on service needs. They are: Standard Service, Moderate Service, Expanded Service and Maximum Service, which is for the Document Development Unit. Each type includes two classes: 1) black and white and 2) color. Descriptions are listed in the chart below in accordance with the following key:

- Required
- Optional (May be included on machine, but not required)

<table>
<thead>
<tr>
<th>Type and Class</th>
<th>CPM</th>
<th>Network Ready</th>
<th>Fax</th>
<th>Scan to email, folder, disk and iFax</th>
<th>Multiple document scan</th>
<th>Network print</th>
<th>Duplex imaging</th>
<th>Staple</th>
<th>Collate</th>
<th>Punch</th>
<th>Cut</th>
<th>Book Maker</th>
<th>Page Insertions</th>
<th>Folding</th>
<th>Print Resolution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard B/W</td>
<td>25-35</td>
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<td>600</td>
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<td>Standard Color</td>
<td>25-35</td>
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<td>600</td>
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<tr>
<td>Moderate B/W</td>
<td>36-50</td>
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<td>600</td>
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<tr>
<td>Moderate Color</td>
<td>36-45</td>
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<td>600</td>
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<tr>
<td>Expanded B/W</td>
<td>51-75</td>
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<td>□</td>
<td>□</td>
<td>1200</td>
</tr>
<tr>
<td>Expanded Color</td>
<td>46-60</td>
<td>•</td>
<td>•</td>
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<td>1200</td>
</tr>
</tbody>
</table>

The next page includes minimum copier requirements for the Document Development Unit, which handles all the “print shop” needs for the Manatee County Sheriff’s Office.
<table>
<thead>
<tr>
<th>Type And Class</th>
<th>Prints Per Minute</th>
<th>Network Ready</th>
<th>Web Browsing/Printing</th>
<th>Internet Ready</th>
<th>Document Collaboration via Web</th>
<th>Image Server Memory</th>
<th>E Machine</th>
<th>Desktop Integration</th>
<th>Open Platform Integration</th>
<th>High Performance Controller</th>
<th>Archive for Documents</th>
<th>Large Color User Interface Panel</th>
<th>Remote UI Interface (fiery)</th>
<th>High Speed Scan to email, folder, disk, iFax</th>
<th>Multiple document scan</th>
<th>Network print</th>
<th>Print Resolution</th>
</tr>
</thead>
<tbody>
<tr>
<td>MAXIMUM SERVICE (Document Development) B/W</td>
<td>105 Mailboxes</td>
<td>High Capacity Stacking</td>
<td>Media Weight</td>
<td>Media Size</td>
<td>Secure Watermark</td>
<td>High Volume Fax</td>
<td>Stapling: Corner, double, saddle</td>
<td>Multiple Professional Punching Options</td>
<td>Perfect Binder</td>
<td>Book Maker</td>
<td>Page Insertions – Post Process</td>
<td>High Speed Scan to Interface (fiery)</td>
<td>Create searchable PDF’s</td>
<td>PDF High Compression Tech.</td>
<td>Advanced workgroup collaboration</td>
<td>True 1200 DPI</td>
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<td></td>
<td>Up to 6000</td>
<td>Up to 140#</td>
<td>Up to 12 x 18</td>
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</tr>
<tr>
<td>MAXIMUM SERVICE (Document Development) Color</td>
<td>51-95 B/W</td>
<td>Mailboxes</td>
<td>High Capacity Stacking</td>
<td>Media Weight</td>
<td>Media Size</td>
<td>Secure Watermark</td>
<td>High Volume Fax</td>
<td>Stapling: Corner, double, saddle</td>
<td>Multiple Professional Punching Options</td>
<td>Perfect Binder</td>
<td>Book Maker</td>
<td>Page Insertions – Post Process</td>
<td>High Speed Scan to Interface (fiery)</td>
<td>Create searchable PDF’s</td>
<td>PDF High Compression Tech.</td>
<td>Advanced workgroup collaboration</td>
<td>True 1200 DPI</td>
</tr>
<tr>
<td></td>
<td>Up to 5000</td>
<td>Up to 140#</td>
<td>Up to 12 x 18</td>
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</tbody>
</table>
SECTION F. FORMS

See subsequent pages for forms needed to submit a proposal.
### F.1 PROPOSAL SUBMISSION CHECKLIST

<table>
<thead>
<tr>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title Page</td>
</tr>
<tr>
<td>Completed Checklist (This form)</td>
</tr>
<tr>
<td>Provider Profile and Qualifications</td>
</tr>
<tr>
<td>Proposal Signature Form</td>
</tr>
<tr>
<td>Drug Free Workplace Certification Form</td>
</tr>
<tr>
<td>Public Contracting and Environmental Crimes Certification Form</td>
</tr>
<tr>
<td>Reference Form with Information for Three References</td>
</tr>
<tr>
<td>Description of Services</td>
</tr>
<tr>
<td>Pricing Form</td>
</tr>
</tbody>
</table>
This is to certify that I (authorized representative) have read and understood the terms, conditions, specifications and other instructions contained in this invitation to negotiate, and further, that the items of materials and/or services rendered do meet minimum specifications set forth in this invitation.

I further certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or persons submitting a proposal for the same materials, supplies, or equipment and is in all respect fair and without collusion or fraud. I agree to abide by all conditions of this request and certify that I am authorized to sign this proposal for the bidder.

| Company Name: |  |
| Bidding as: (Check one) | Corporation | Individual | Other (Explain) |
| Tax ID Number |  |
| Address: |  |
| City: | State: | Zip: |
| Telephone: | Fax: |
| Email address: |  |
| Representative Name: |  |
| Representative Title: |  |
| Authorized Signature: |  |
MANATEE COUNTY SHERIFF'S OFFICE
Drug Free Work Place Certification

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 Sheriff’s Office 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 Manatee County Sheriff’s Office contract for public improvements, procurement of goods or services (including professional services) or a Manatee County Sheriff’s Office lease, franchise, concession or management agreement, or shall receive a grant of Manatee County Sheriff’s Office monies unless such person or entity has submitted a written certification to the Manatee County Sheriff’s Office 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 S893.02(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.
NOTIFYING THE MANATEE COUNTY SHERIFF'S OFFICE WITHIN TEN (10) DAYS AFTER RECEIVING NOTICE UNDER SUBSECTION (3) FROM AN EMPLOYEE OR OTHERWISE RECEIVING ACTUAL NOTICE OF SUCH CONVICTION.

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.

MAKING A GOOD FAITH EFFORT TO CONTINUE TO MAINTAIN A DRUG FREE WORKPLACE THROUGH IMPLEMENTATION OF SECTIONS (1) THROUGH (5) STATED ABOVE.

I UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE SHERIFF OF MANATEE COUNTY 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).

3. SUCH A NUMBER OF EMPLOYEES OF SUCH PERSON OR ENTITY HAVE BEEN CONVICTED OF VIOLATIONS OCCURRING IN THE WORKPLACE AS TO INDICATE THAT SUCH PERSON OR ENTITY HAS FAILED TO MAKE A GOOD FAITH EFFORT TO PROVIDE A DRUG FREE WORKPLACE.

________________________
(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)
MANATEE COUNTY SHERIFF’S OFFICE
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

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 Sheriff’s Office 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 Manatee County Sheriff’s Office contract for public improvements, procurement of goods or services (including professional services) or a Manatee County Sheriff’s Office lease, franchise, concession or management agreement, or shall receive a grant of Manatee County Sheriff’s Office monies unless such person or entity has submitted a written certification to the Manatee County Sheriff’s Office 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 Sheriff’s Office 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 prosecutors. 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 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 inability 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 Sheriff's Office Purchasing Director. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the Manatee County Sheriff's Office.

I UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE SHERIFF OF MANATEE COUNTY 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)

________________________________________ My commission expires _________________________

Notary Public Signature

________________________________________
(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.
F.5 REFERENCES

This form must be used to list references.

<table>
<thead>
<tr>
<th>Business (Please see note below)</th>
<th>Type of Business</th>
<th>Contact Name</th>
<th>Contact Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Note * A minimum of three responsive, references are required. Contact names and contact phone numbers must be active at your reference location and must be accessible to the Sheriff’s Office. Any contacts that cannot or will not provide a reference may result in the rejection of your proposal as non-responsive. At least one (1) reference must be from a government agency.
F.6 PRICING FORMS

Please indicate features of the proposed model by marking the appropriate boxes. Include pricing as requested in the space provided.

<table>
<thead>
<tr>
<th>Type and Class</th>
<th>CPM</th>
<th>Color</th>
<th>Network Ready</th>
<th>Fax</th>
<th>Scan to email, folder, disk and iFax</th>
<th>Multiple document scan</th>
<th>Network print</th>
<th>Staple</th>
<th>Collate</th>
<th>Punch</th>
<th>Cut</th>
<th>Book Maker</th>
<th>Page Insertions</th>
<th>Folding</th>
<th>Print on Tabs</th>
<th>Interface (fiery)</th>
<th>Print Resolution</th>
<th>Proposed Model #</th>
<th>Purchase Cost Per Unit</th>
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<th>Annual Lease Cost Per Unit</th>
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</table>

For any additional feature that might be added in the future, the proposed discount on the Manufacturer’s Suggested Retail Price (MSRP) will be ____________

Comments:

The following page is the pricing form for the Document Development Unit, which handles all the “print shop” needs for Manatee County Sheriff’s Office.
## Pricing Form for Maximum Service Machines

Please indicate features of the proposed model by marking the appropriate boxes. Include pricing as requested in the space provided.

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<tr>
<th>Type And Class</th>
<th>Print Resolution</th>
<th>Network Print</th>
<th>Network Resolution</th>
<th>Network Print</th>
<th>Maximum Cost Per Unit</th>
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</tbody>
</table>

For any additional feature that might be added in the future, the proposed discount on the Manufacturer’s Suggested Retail Price (MSRP) will be ____________

Comments:
F.7 STATEMENT OF NO BID

If you do not intend to bid, please complete and return this form to:

Bid Coordinator
Manatee County Sheriff’s Office
600 U.S. Highway 301 West, Suite 202
Bradenton, FL 34205

We, the undersigned, have declined to submit a bid in response to:
Invitation to Negotiate - ITN 2010-15-001-COPIERS

Comments:

Company Name: ____________________________________________

Company Address: __________________________________________

Telephone: _____________ Email: _____________________________

Signature: _________________________________________________

Print Name and Title for Above: ________________________________