REQUEST FOR PROPOSALS
FOR IMPLEMENTATION, DELIVERY AND SUPPORT OF AN AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM (AFIS) FOR THE MANATEE COUNTY SHERIFF’S OFFICE

RFP NUMBER: RFP-2012-15-002-MCSO AFIS

The Manatee County Sheriff’s Office (MCSO) requires the implementation of a complete new Automated Fingerprint Identification System (AFIS) to support the automated criminal and civil identification needs in Manatee County. We anticipate awarding a contract under RFP-2012-15-002-MCSO AFIS for implementation and delivery of a complete turnkey AFIS along with associated implementation and support services.

This solicitation is limited to contractor organizations who are established prime manufacturers of AFIS systems and who have equivalent AFIS installations (equivalent in terms of AFIS functionality, database size, transaction throughput and identification accuracy) that are in current productive use in U.S. law enforcement installations.

This will be a competitively negotiated procurement. MCSO may decide to award a contract without negotiation; therefore, Proposers should submit their best proposal initially. MCSO reserves the right to award a contract to the Proposer submitting the proposal determined to be most advantageous and in the best interest of the Manatee County Sheriff’s Office, price and other factors considered. The initial contract period will cover the system design, delivery and implementation, followed by a 2-year warranty period, followed by an optional annual maintenance period or multi-year extended warranty period.

THE CLOSING DATE FOR THIS SOLICITATION IS JUNE 18, 2012.

PROPOSALS WILL BE RECEIVED UNTIL 3:00 PM EASTERN TIME ON THE CLOSING DATE at the MANATEE COUNTY SHERIFF’S OFFICE OPERATIONS CENTER, 600 Highway 301 Boulevard West Suite 202, Bradenton, FL 34205. Detailed proposal preparation and submission instructions are provided in the accompanying Request for Proposals (RFP) document.

This Solicitation Package includes the following:

- Request for Proposals RFP-2012-15-002-MCSO AFIS, which includes:
  - The procurement calendar of events and deadlines
  - Rules and provisions governing the solicitation and source selection process.
  - Detailed instructions for preparing and submitting proposals
  - A standard Pro Forma Contract.

- AFIS Requirements Specification (RFP Attachment 1), which includes:
  - A detailed specification of technical requirements for the AFIS system, including
functional, performance and system administration requirements.

- A detailed specification of requirements for implementation and support services associated with the implementation of the new AFIS, including Program Management, System Design/Delivery/Implementation, Conversion>Loading of Existing Records, Training, and Maintenance and Operations Support services.

Copies of the solicitation package documents and any addenda will be posted on the MCSO’s website [www.manateesheriff.com](http://www.manateesheriff.com), in the Active Bid List on the Purchasing page. The master copies offered for electronic download shall be considered the original.

Registered Proposers may make inquiries concerning this solicitation to obtain clarification of requirements. Questions and requests for clarification related to requirements, content or interpretation of this RFP shall be submitted as a Microsoft Word document attachment to an email to Deborah Merrill, MCSO’s Bid Coordinator (Deborah.Merrill@manateesheriff.com). MCSO will accept and respond to questions and clarification requests received prior to **12:00 pm EDT June 8, 2012**. Proposers are encouraged to submit questions or requests for clarification as soon as possible to allow sufficient time to develop a response and post Addenda to the RFP. The MCSO Bid Coordinator will ensure that registered Proposers receive timely notifications via e-mail of all announcements, answers to questions, formal RFP addenda, and other information related to this solicitation.

For background information on MCSO prospective Proposers and other interested parties should consult [www.manateesheriff.com](http://www.manateesheriff.com). If you have any questions or comments regarding this solicitation, please contact Deborah Merrill, MCSO Bid Coordinator, via email at Deborah.Merrill@manateesheriff.com.

**RFP Release Date: June 1, 2012**
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SECTION 1: OBJECTIVE OF THE RFP

The Manatee County Sheriff’s Office (MCSO) requires the implementation of a complete new Automated Fingerprint Identification System (AFIS) to support the automated criminal and civil identification needs of the agency. MCSO anticipates awarding a contract under RFP-2012-15-002-MCSO AFIS for implementation and delivery of a complete turnkey AFIS along with associated implementation and support services.

This will be a competitively negotiated procurement. MCSO may decide to award a contract without negotiation; therefore, Proposers should submit their best proposal initially. The MCSO reserves the right to award a contract to the Proposer submitting the proposal determined to be most advantageous and in the best interest of the agency, price and other factors considered. The initial contract period will cover the system design, delivery and implementation, followed by a 2-year warranty period, followed by an optional annual maintenance period or multi-year extended warranty period.

SECTION 2: CONTRACTOR QUALIFICATIONS

This solicitation is limited to contractor organizations who are established prime manufacturers of AFIS systems and who have equivalent AFIS installations (equivalent in terms of AFIS functionality, database size, transaction throughput and identification accuracy) that are in current productive use in U.S. law enforcement installations.

a) PROPOSALS WILL NOT BE ACCEPTED FROM MANUFACTURER REPRESENTATIVES, INTEGRATORS OR FROM MANUFACTURERS WHOSE SYSTEMS DO NOT MEET THE EQUIVALENCY REQUIREMENTS AND PRODUCTIVE USE REQUIREMENTS ESTABLISHED IN THIS SECTION.

b) The proposed AFIS system technology, including all proposed AFIS system software, applications software, database management software, and special-purpose hardware components must be current-generation technology that is non-developmental and in current operational use in a Law Enforcement AFIS that has capacity and performance specifications equivalent to or greater than those included in the accompanying AFIS Requirements Specification.

c) To be considered qualified, a Proposer must have demonstrated experience as the prime contractor in the production and successful delivery of at least three (3) law enforcement AFIS systems that are comparable in capacity, performance and functionality to the capabilities required for the MCSO AFIS.

d) Proposers will be evaluated on their ability to provide three (3) Law Enforcement AFIS installation references that are comparable in size and functionality to the MCSO AFIS, with performance that is equal to or greater than the workload capacity, response time, and accuracy requirements specified for the MCSO AFIS, and that clearly demonstrate that proposed AFIS technologies and products are non-developmental and in current productive operational use at the referenced location. References for systems installed in North America are preferred. Information that must be supplied for each reference is as follows:
- Agency and Department.
- Address.
- Point of Contact (Name and Title, Telephone and Fax Numbers).
- Brief system overview description.
- Comparative capabilities:
  - Database capacity: tenprints, latents, palm prints, photo images.
  - Current database size: tenprints, latents, palm prints, photo images.
  - Identification accuracy – tenprint, latent, palm print, facial recognition (indicate where the stated accuracy is supported by benchmark testing).
  - Identification throughput performance (number of transactions per hour) - tenprint, latent, palm print, facial recognition.
  - Identification response time performance - tenprint, latent, palm print, facial recognition.
- Date of Contract.
- FOC Date (the date that the system became fully operational).

e) The technical information provided with the references must demonstrate or support the ability of the proposed technology to satisfy the identification functionality and performance requirements of this solicitation.
SECTION 3: PROCUREMENT PROCESS

3.1 Bid Coordinator

The following individual is the designated sole point of contact for all matters relating to this acquisition. All inquiries and proposal submissions must be submitted to:

Deborah Merrill, MCSO Bid Coordinator
E-Mail: Deborah.Merrill@ManateeSheriff.com
Telephone (941) 747-3011 Extension 2043
Manatee County Sheriff’s Office Operations Center
600 Highway 301 Boulevard West, Suite 202
Bradenton, FL 34205

3.2 Timeline

The key milestones and planned dates associated with preparation, submission, and evaluation of proposals and contract award are provided in the following Table:

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Milestone Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Release</td>
<td>Friday, June 1 2012</td>
</tr>
<tr>
<td>Vendor Registrations Due</td>
<td>Tuesday, June 5, 2012</td>
</tr>
<tr>
<td>Clarification Period / Questions Due</td>
<td>12:00 pm, June 8, 2012</td>
</tr>
<tr>
<td>Closing / Proposal Due Date</td>
<td>3:00 pm, June 18, 2012</td>
</tr>
<tr>
<td>Proposal Opening</td>
<td>3:30 pm, June 18, 2012</td>
</tr>
<tr>
<td>Notice of Intent to Award</td>
<td>TBD</td>
</tr>
</tbody>
</table>

3.3 Vendor Registration / Letter of Intent to Submit a Proposal

All qualified Vendors planning to submit a proposal in response to this solicitation must register with the MCSO Bid Coordinator by submitting a Letter of Intent to Submit a Proposal which clearly identifies the Vendor’s organization, identifies the Vendor’s primary and alternate (if desired) points of contact for communications regarding the RFP, and provides detailed contact information (mailing address, telephone number(s) and email addresses) for the Vendor’s designated contacts. Vendors should e-mail the Letter of Intent to Submit a Proposal to the MCSO Bid Coordinator identified in §3.1 not later than 3 business days prior to the Deadline for Submission of Questions.

3.4 Written Inquiries

Registered Vendors may make inquiries concerning this solicitation to obtain clarification of requirements.

- All inquiries shall be in the form of Microsoft Word documents submitted as e-mail attachments. Send all inquiries to the MCSO Bid Coordinator identified in §3.1.
identify your inquiries with “AFIS PROCUREMENT QUESTIONS” as the subject of the e-mail.

- All inquiries should be submitted as soon as possible to allow adequate time for a response and for incorporation of new or clarified information into the response preparation.
- No inquiries will be accepted after 12:00 p.m. on the Clarification Period / Questions Due date shown in RFP §3.2.

Response to inquiries will be posted on the MCSO Procurement website in a timely manner.

### 3.5 General Terms and Provisions

#### 3.5.1 PROPOSALS

Proposals must be contained in SEALED packaging addressed to: Deborah Merrill, Manatee County Sheriff’s Office Operations Center, 600 Highway 301 Boulevard West Suite 202, Bradenton, FL 34205. Specific instructions for the content, organization and delivery of proposals is provided in §4 of this RFP.

#### 3.5.2 EXCEPTIONS

All proposal submittals must clearly state with specific detail all deviations and exceptions to the requirements imposed upon the Proposer by the RFP General Terms and Provisions and the Special Provisions, and by the AFIS Requirements Specifications. Such deviations and exceptions must be stated and described in Section 4 of the Technical Proposal response. Proposers are hereby advised that MCSO reserves the right to only consider proposals that meet the specifications and other requirements imposed upon them by this RFP package. In instances, where an exception is stated, said proposal may be subject to rejection in recognition of the fact that said proposal does not meet the exact requirements imposed upon the Proposer by the General Terms and Provisions, the Special Provisions and the Technical Specifications.

#### 3.5.3 RESPONSIBILITY

The responsibility for getting the proposal to the Manatee County Sheriff’s Office at or before the stated time and date will be solely and strictly the responsibility of the Proposer. The MCSO will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence, or any other method of delivery. The Proposer shall be responsible for reading very carefully and understanding completely the requirements in the specifications. Proposals will not be accepted after the time specified for receipt. Proposals received after the specified date and time shall be returned to the Proposer unopened with the notation "THIS PROPOSAL WAS RECEIVED AFTER THE DEADLINE FOR RECEIPT OF PROPOSALS."

#### 3.5.4 ON-LINE DOCUMENTS

The procurement documents and all updates will be published on the Manatee County Sheriff’s Office website for the convenience of vendors wanting to do business with MCSO and to save tax dollars. All published documents are public records. The MCSO is responsible only for documents as published. Any modifications or alterations to the original document language may be cause for rejection of a proposal.

#### 3.5.5 NON-RESPONSIVE SUBMISSIONS

Any submission may be construed as a non-responsive Proposal and deemed ineligible for consideration if it does not comply with the requirements of the Request for Proposal. Failures to comply with the technical specifications or the submission instructions, and failure to acknowledge receipt of amendments, are common causes for holding a Proposal non-responsive.
3.5.6 **TIME FOR CONSIDERATION**: Each Proposer warrants, by virtue of submitting a Proposal, that the prices quoted in the proposal will be good for an evaluation period of ninety (90) calendar days from the date of proposal opening unless otherwise stated. Vendors will not be allowed to withdraw or modify their proposals after the opening time and date.

3.5.7 **PRICES**: All proposals submitted must show the net proposal price after any and all allowable discounts have been deducted. State sales tax and federal excise taxes shall not be included as MCSO is tax-exempt. Tax exemption certificates will be issued to the selected Contractor upon request. Shipping must be F.O.B Destination.

The Proposer’s attention is directed to the fact that the tax laws of the State of Florida, including but not limited to Chapter 212, Florida Statutes, apply to this proposal as part of proposer’s material cost, when applicable.

3.5.8 **PROPOSAL ERRORS**: When errors are found in the extension of proposal prices, the unit prices will govern. Proposals having erasures or corrections must be initialed in ink by the Vendor.

3.5.9 **CONDITION OF MATERIALS & PACKAGING**: Unless otherwise indicated, it is understood and agreed that any item offered or shipped in the Proposal or in any contract resulting from this RFP shall be NEW and in FIRST CLASS CONDITION, that all containers shall be new and suitable for storage or shipment and that prices include standard commercial packaging for the items shipped. Shipping must be F.O.B Destination.

3.5.10 **CLAIMS**: The Vendor will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.

3.5.11 **WHEN TO MAKE DELIVERY**: Deliveries made pursuant to any contract resulting from this RFP are to be made during the normal working hours of MCSO. It is the selected Contractor’s responsibility to obtain this information.

3.5.12 **INFORMATION AND DESCRIPTIVE LITERATURE**: Proposers must furnish all information requested in the RFP. If specified, each Proposer must submit cuts, sketches, descriptive literature and/or complete specifications covering the products offered.

3.5.13 **PROPOSAL SUBMITTAL COSTS**: Costs associated with submitting a proposal in response to this RFP are the sole responsibility of the Proposer. The MCSO is not responsible in any way for costs incurred by the Proposer in preparation and submission of a response to this RFP, or attending pre-award negotiations. MCSO will not be responsible for any costs incurred by any Proposer, even if the procurement is canceled or if the RFP is retracted and re-issued.

3.5.14 **MCSO COMMITMENT**:

a. This RFP does not commit MCSO to make an award, nor does it commit MCSO to pay any cost incurred in the submission of the Proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no cost incurred in anticipation of a contract award will be reimbursed by MCSO.
b. MCSO reserves the right to cancel this RFP at any time prior to contract execution.

c. No prior, current, or post award verbal conversation or agreement(s) with any officer, agent, or employee of MCSO shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

3.5.15 **COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT**: Proposer certifies that all material, equipment, etc., contained in his proposal or made pursuant to any contract resulting from this RFP meets all OSHA requirements.

3.5.16 **PUBLIC ENTITY CRIMES**: Pursuant to Florida Statute 287.132 and 287.133, effective July 1, 1989, MCSO, as a public entity, may accept any proposal from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statute, for CATEGORY TWO (currently $35,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133 (3)(f), Florida Statute. If you submit a proposal in response to this request, you are certifying that Florida Statute 287.132 and 287.133 does not restrict your submission.

3.5.17 **ACCEPTANCE AND REJECTION**: MCSO reserves the right to reject any or all proposals or parts thereof, for any reason whatsoever, to waive irregularities, if any, in any proposal, and to accept the proposal or proposals which in the judgment of the agencies is in the best interest of Manatee County.

3.5.18 **INFORMATION PRIVACY**: It is understood and agreed upon by the Proposer that sealed bids, proposals, or replies received by MCSO pursuant to this solicitation are exempt from s. 119.07(1) and s. 24(a), Art I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. MCSO will be required to release information according to Public Records law.

Proposers are enjoined from discussing or disclosing the content of any proposal with competing Proposers during the evaluation and negotiation process.

### 3.6 Special Provisions

3.6.1 **CHANGES OR MODIFICATIONS TO SPECIFICATIONS OR OTHER CONDITIONS**: All changes required due to discrepancies, errors, omissions, or ambiguities in the specifications or conditions herein, shall be included in the form of a written addendum issued by the Bid Coordinator. Any oral statement or representation by any other representative of the Sheriff’s Office, changing or supplementing the Request for Proposal or any condition thereof, is unauthorized.

3.6.2 **DISPUTES**: 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 the allotted time frame, the RFP 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 in consultation with the Project Manager 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.

3.6.3 **NEGOTIATIONS:** Each response to this Request for Proposals will be evaluated on Proposer’s ability to meet the criteria set forth in the RFP. Cost will be considered. The Proposal that 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 requirements of the RFP. 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.

3.6.4 **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.

3.6.5 **CONTRACT PERIOD:** The initial contract period will cover the system design, delivery and implementation, followed by a 2-year warranty period, followed by an optional annual maintenance period or multi-year extended warranty period.

3.6.6 **DEFAULT:** The contract may be terminated by MCSO in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to the next best Proposer, or services specified may be purchased on the open market similar to those so terminated. Failure of the contractor to deliver services within the time stipulated in these specifications, unless extended in writing by the MCSO, shall constitute contract default.
3.6.7 **NEXT BEST PROPOSER:** In the event of a default by the awarded vendor, MCSO reserves the right to negotiate and award a contract to the next best Proposer.

3.6.8 **CONTRACT DOCUMENT:** The contract between MCSO and the selected Contractor shall consist of: (1) the Request for Proposal, the AFIS Requirements Specification as incorporated into the RFP as an attachment, and any amendments, and (2) the Contractor’s proposal submitted in response to the request for proposal. Upon award a written contract will be executed with the final Statement of Work and RFP conditions. MCSO reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the request for proposal or the contractor's responsive proposal. In all other matters not affected by the written clarification, if any, the request for proposal and all amendments thereto shall govern. The Proposer is cautioned that his proposal shall be subject to acceptance without further clarification.

3.6.9 **CONTRACTOR EMPLOYEE CLEARANCES:** All Contractor employees who may enter MCSO facilities shall agree with and cooperate with background investigations to be conducted by MCSO. All Contractor employees shall comply with MCSO policies and procedures.

3.6.10 **LICENSES, PERMITS, INSPECTION FEES, REGULATIONS AND ORDINANCES:** The awarded vendor will pay for all licenses, permits, taxes and inspection fees required for the duration of this contract. The Contractor shall comply with all local, state and federal codes, laws, orders, ordinances, regulations, directives and any other requirements applicable to the work specified at no additional cost to MCSO.

3.6.11 **HOLD HARMLESS CLAUSE:** Proposals shall provide for the awarded Contractor holding harmless the Manatee County Sheriff’s Office and its representatives from all suits, actions or claims of any kind brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding contract, work, or on account of any act or omission by the Contractor or its employees, or from any claims of amount arising or uncovered under any law, bylaw, ordinance, regulations or decree.

3.6.12 **PROPERTY DAMAGE:** All property shall be protected against damage by the Contractor, Contractors employees of subcontractors, which may occur by reason of his or their operation in the performance of the contract. The Contractor and any subcontractors shall replace or pay replacement costs for any property damaged by their operations. MCSO property shall be returned to the condition that existed before the damage occurred, and be repaired to the satisfaction of the Sheriff. Any equipment removed from the premises belonging to a previous contractor shall be cared for in a manner to safeguard the equipment.

**SECTION 4: PROPOSAL PREPARATION AND SUBMISSION**

The closing date for this solicitation is shown in RFP §3.2.
PROPOSALS WILL BE RECEIVED UNTIL 3:00 PM EASTERN TIME ON THE CLOSING DATE at the MANATEE COUNTY SHERIFF’S OFFICE OPERATIONS CENTER, 600 Highway 301 Boulevard West, Suite 202, Bradenton, FL 34205.

E-mail and/or faxed submission of proposals will not be accepted. All deliveries of written submissions by Proposers shall be addressed to the MCSO Bid Coordinator identified in RFP §3.1.

4.1 Proposal Contents and Organization

Proposals shall include all information solicited by this RFP, plus any additional data, prints, or literature that the Proposer deems pertinent to the understanding and evaluation of the Proposal. Proposals information shall be organized in three (3) separate documents: a Management Volume, a Technical Volume, and a Contract and Price Volume. The requirements for content and organization of each of the proposal volumes are provided in Sections 4.3-4.5, which follow.

4.2 Proposal Packaging for Delivery

The proposal volumes shall be packaged, labeled and delivered in accordance with the following organization and packing instructions.

The completed proposals shall be delivered in sealed, labeled packages. The content requirements for each of the three delivery packages are as follows:

Package 1: Package 1 of the proposal shipment shall contain one (1) set of the Original Proposal Documents together in a separately sealed package. The Original Proposal Documents Set shall include:

- A copy of the Management Volume, stamped or labeled “Original Copy” containing a signed original Transmittal Letter, bound in a 3-ring binder.
- A copy of the Technical Volume stamped or labeled “Original Copy,” bound in a three-ring binder.
- A copy of the Contract and Price Volume, stamped or labeled “Original Copy,” bound in a three-ring binder containing original, and including original signed copies of the MCSO “Request to Add a New Vendor” form, MCSO “Drug Free Workplace Certification” form and MCSO “Public Contracting and Environmental Crimes Certification” form (see RFP §6).
- One copy of a CD-ROM containing a complete electronic version of each of the proposal volume documents and all supporting documentation.

Package 2: Management & Technical Proposal Volumes

- Six (6) copies of the Management Volume. Each copy of the Management Volume shall be individually bound using GBC binding (preferred) or 3-ring binders.
- Six (6) copies of the Technical Proposal Volume. Each copy of the Technical Proposal shall be individually bound using GBC binding (preferred) or 3-ring binders.

Package 3: Contract & Price Proposal Volume
Three (3) copies of the Contract & Price Proposal Volume. Each copy of the Contract & Price Proposal shall be individually bound using GBC binding (preferred) or 3-ring binders.

Each of these three document sets must be sealed in separate packages, but the separate packages may be shipped in a single shipping box or up to three (3) separate shipping boxes as desired by the Proposer. The shipping box(es) and each sealed package must be clearly labeled, with the following content designation on outside cover:

**PROPOSAL DOCUMENT**

**AFIS SYSTEM PROPOSAL**
Proposal Package ## (1, 2, or 3)
**RFP-2012-15-002-MCSO AFIS**
[NAME OF PROPOSER]

All proposals must be received by 3:00 PM (local) the closing date. Proposals that are not received by the Closing Date and Time specified above shall be returned unopened.

To prevent inadvertent opening, the proposal must be marked as a PROPOSAL DOCUMENT (including the RFP number) on the outside of the package.

The requirements for content and organization of the proposal volumes are provided in the following paragraphs.

### 4.3 Management Volume

The Management Volume of the proposal response shall be a bound, labeled volume, separate from the Technical Volume and the Contract & Price Volume, and shall have the RFP #, Volume Title, Proposer Name, and the inventory number of the copy (e.g., Copy 1 of 6) included on the cover. The Management Volume must present company experience and qualifications and address the project management and implementation services requirements delineated in Sections 5-8 of the AFIS Requirements Specification. The content and organization of the Management Volume shall be as follows:

1) **Management Volume Section 1: Executive Summary**

   The Executive Summary shall provide an overview of the Proposer’s qualifications and the proposed approach to satisfying the requirements of this AFIS solicitation, including the technical solution, implementation plan and management plan. The Executive Summary shall be limited to a maximum of 10 pages and must not contain any system cost or pricing information.

2) **Management Volume Section 2: Organizational Overview and Qualifications**

   In this section of the proposal, each Proposer shall provide an overview of their organization, along with descriptions and supporting evidence of their corporate qualifications with respect to the qualification criteria specified in RFP Section 2. The same information must also be provided for each proposed subcontractor (if any) to demonstrate the subcontractor’s qualifications to perform a specifically designated portion of the project.
In their response, Proposers shall provide the required references for qualifying operational AFIS systems, and describe their experience in providing services similar to those required in this RFP to public safety clients. Proposers shall describe how and to what extent each of their references is relevant to this AFIS implementation. Subcontractor references incorporated to establish qualifications must be clearly identified and attributed.

3) **Management Volume Section 3: Master Project Schedule**

In this Section, Proposers shall include their proposed Master Project Schedule. The Master Project Schedule must be a complete detailed Gantt chart prepared using Microsoft Project showing the project tasks, planning and review activities, deliverables, milestones and dependencies, with a resolution of project-weeks.

4) **Management Volume Section 4: Project Management Plan**

In this Section, Proposers shall describe the proposed project organization and key personnel and must include a detailed response to each of the requirements of §5 of the RFP AFIS Requirements Specification (RFP/ARS).

5) **Management Volume Section 5: Record Conversion**

This Section must provide a specific response to each of the requirements listed in RFP/ARS §6 for the conversion of existing records and loading of the AFIS databases.

6) **Management Volume Section 6: Training**

This Section must provide a specific response to each of the requirements listed in RFP/ARS §7 for comprehensive training in all aspects of the AFIS system. This Section of the response must also include a reference to the milestones in the master program schedule associated with planning, preparation, coordination and delivery of AFIS training.

7) **Management Volume Section 7: Maintenance Services**

This Section must provide a specific response to each of the requirements listed in RFP RFP/ARS §8 for ongoing AFIS maintenance and support services.

4.4 **Technical Volume**

The Technical Volume of the proposal shall be a bound, labeled volume, separate from the Management Volume and Contract & Price Volume, and shall have the RFP #, Volume Title, Proposer Name, and the inventory number of the copy (e.g., Copy 1 of 6) included on the cover. The Technical Volume must address all technical requirements delineated in the AFIS Requirements Specification, and shall be submitted in the format and sequence described below.

1) **Technical Volume Section 1: System Design**

Proposers shall include in this Section a description of their proposed system design, including information that indicates an understanding of the project objectives and a description of how the system design supports the requirements as presented in this RFP.
Proposers shall clearly describe the system configuration, databases, interfaces, redundancies and fault tolerance capabilities, and the expansion capabilities provided in the system design.

Included in this section shall be a description of the operating environment, procedures, and workflow at each installation site, and between each site and the central identification system.

The design description must include a detailed specification of proposed system capacities and performance capabilities.

The design description must also include a detailed list of all hardware and software components to be supplied with the system.

This top-level system design shall be updated after contract award and a System Design Document (SDD) shall be published to document the baseline design specification for the AFIS system.

2) Technical Volume Section 2: Requirements Compliance and Exceptions

In this section of the proposal, Proposers shall provide a Requirements Compliance & Availability Matrix, as described below, followed by a detailed listing and description of exceptions to the RFP requirements specifications. Proposers are cautioned that inaccurate information supplied in this matrix will receive a negative evaluation and may result in elimination of the proposal from further consideration.

A. Requirements Compliance & Availability Matrix

- The Matrix must list the AFIS requirement number and a short descriptive title for each requirement in Sections 1-4 of the AFIS Requirements Specification.

- The Proposal Section reference(s) must identify the section and paragraph for the Proposer’s direct response to each numbered requirement in their technical proposal. Additional references may be included for any particular requirement to identify the location of other information that is directly relevant and that the Proposer wishes to have considered in the evaluation of the Proposer’s response. Caution: Any supplementary proposal information that is not so referenced may not be considered in scoring a Proposer’s response.

- A statement of compliance must be included for each numbered requirement in accordance with the Compliance response coding instructions below.

- A statement of availability of the capability proposed to satisfy each numbered requirement must be included, in accordance with the Availability response instructions below.

The structure of the Matrix shall be:

Requirements Traceability, Compliance & Availability Matrix

<table>
<thead>
<tr>
<th>RFP Rqt #</th>
<th>Requirement Description</th>
<th>Proposal Section(s)</th>
<th>Compliance (F/C/N/A)</th>
<th>Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Production COTS</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Developmental</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Alternative</td>
</tr>
</tbody>
</table>
Definition of Terms used in the Requirements Traceability, Compliance & Availability Matrix:

**Compliance** - the extent to which the Proposer’s approach or technical solution satisfies the specific requirement:

(F) **Fully Compliant** – The proposed solution is fully and unconditionally compliant with the specified requirements.

(C) **Conditionally Compliant** – The proposed solution will satisfy the specified requirements under a specific set of conditions or operational constraints, but cannot be unconditionally warranted to meet the requirements.

(N) **Non-Compliant** - The proposed solution cannot meet the requirements as specified.

(A) **Alternative** - The Proposer’s products do not satisfy the stated requirements, but the proposal offers a functionally equivalent alternative.

**Availability** – an indication that the proposed solution is available as an existing COTS capability or is developmental.

**Production COTS** – The proposed capability is provided by a fully-functional commercial-off-the-shelf production product or component. The table must indicate the Proposer’s reference (one or more of the corporate references provided in response to the Qualifications section of the RFP) at which the capability is in use.

**Developmental** – The proposed capability is not in full production, and some development is required (includes pre-production and limited production products). The referenced proposal section must provide a detailed description of the development effort that is required.

**Alternative** – The proposed capability utilizes a low-risk COTS alternative that provides an equivalent capability. The table must include one or more of the Qualifications references where the proposed capability is in use.

**B. Deviations and Exceptions**

In this section, the Proposer must list and describe all deviations from and exceptions to the specified requirements, with a specific reference to each AFIS technical or services requirement with which the proposed system solution does not fully comply, including:

- Any deviations and exceptions to the requirements imposed upon the Proposer by the RFP General Terms and Provisions and the Special Provisions must be specifically identified and discussed.

- Any requirement for which a COTS solution is not available and a developmental capability is proposed shall be included in the

<table>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th>(Ref #)</th>
<th>✓</th>
<th>(Ref #)</th>
</tr>
</thead>
</table>
</table>
Deviations List with a description of the effort and time required to develop, test and validate the solution.

- Any material, sketches, descriptive literature, or Proposer's or manufacturer's specifications which accompany the proposal and which contain information that can be construed or are intended to be a deviation from the MCSO specifications, such deviations must be specifically referenced and clearly identified in the response.

- Any requirement for which an alternative COTS solution is proposed must be identified and the impacts to the related system functionality must be fully discussed.

- Any requirement for which the Proposer cannot offer a solution must be identified and the impacts to the related system functionality must be fully discussed.

CAUTION: Any such deviations or exceptions may be individually or collectively determined to be unacceptable, resulting in the proposal being eliminated from further consideration.

3) Technical Volume Section 3: Response to AFIS Requirements Specification

In this section of the proposal, which provides the Proposer’s direct response to the detailed requirements of RFP/ARS Sections 1-4, Proposers shall provide the following for each numbered requirement:

- Insert the requirement number and exact text of the requirement from the AFIS Requirements Specification;

- Provide a statement that the Proposer fully understands the requirement and will provide a fully compliant capability.

  i. If the Proposer cannot make this statement and is proposing a lesser or alternative capability, the response must clearly describe the justification and details of their proposed workaround or alternative that would result in satisfying the system requirements.

  ii. If exception is taken to a specific requirement, the Proposer must provide a detailed explanation of the exception and of the proposed alternative, if any.

  iii. If the Proposer’s proposed capability exceeds the specified requirements, or if the Proposer’s solution provides extra value above the specified functional or performance capabilities, the response must clearly explain the additional capabilities or value.

- Provide a direct, specific description of their approach to satisfy all aspects of each of the numbered requirements specified in Sections 1-4 of the Technical Requirements Specification of this RFP.

- Provide a full response to any request for additional information or detailed explanations identified in the requirement.
- Include a specific reference to any other information provided in another section of the proposal that is of direct relevance and that the Proposer wishes to have considered in the evaluation of their response to a particular requirement.

In structuring their response, Proposers must follow the exact sequence in which requirements are presented in the AFIS Requirements Specification. For every numbered requirement, the technical proposal must state the requirement number and exact text of the requirement, followed by the response.

4) Technical Volume Section 4: Product Literature Appendix

Standard product literature, data sheets and other pertinent technical information for standard products, components and software proposed for inclusion in the system shall be included in this appendix to the technical proposal. Failure to include appropriate product information for any proposed component may adversely impact the evaluation score for that component or capability.

4.5 Contract and Cost Proposal

The Contract and Cost Proposal shall be a bound, labeled volume, separate from the Management and Technical Volumes, and shall have the RFP #, Volume Title, Proposer Name, and the inventory number of the copy (e.g., Copy 1 of 6) included on the cover.

The Contract and Cost Proposal must address detailed contract and pricing information for the system, and must be submitted in the format and sequence described below.

1) Contract & Cost Volume Section 1: Transmittal Letter

The Transmittal Letter shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the Proposer. The Transmittal Letter MUST:

a) identify the submitting organization;

b) identify the name and title of the person authorized by the organization to contractually obligate the organization;

c) identify the name, title, telephone number and e-mail address of the person authorized to negotiate the contract on behalf of the organization;

d) identify the names, titles and telephone numbers of persons to be contacted for clarification;

e) be signed by the person authorized to contractually obligate the organization;

f) acknowledge receipt of any and all amendments to this RFP.

2) Contract & Cost Volume Section 2: Mandatory Forms

Completed copies of the MCSO “Request to Add a New Vendor” form, MCSO “Drug Free Workplace Certification” form and MCSO “Public Contracting and Environmental Crimes Certification” form (see RFP §6) must be incorporated as Section 2 of the Contract and Cost Proposal.

3) Contract & Cost Volume Section 3: Contract Terms and Conditions

The MCSO’s Standard Agreement contract terms and conditions are set forth in RFP §5.
Proposers must indicate either acceptance or rejection of the proposed Standard Agreement and insurance requirements, including insurance terms. Proposers shall include a statement of compliance with the contract terms and conditions of the MCSO Standard Agreement. The statement of compliance must explicitly state either:

(a) that the Proposer unconditionally and without exception, accepts and agrees to be bound by all of the provisions of the standard contract and the special terms and conditions; or

(b) that the Proposer cannot unconditionally accept the terms and conditions of the standard contract and special terms and conditions.

- In the event that acceptance is conditional for a specific element of the standard contract terms and conditions, the Proposer must fully and clearly describe the conditions under which the terms and conditions are acceptable, and the conditions under which the Proposer will not accept the terms and conditions.

- If you do not accept the terms of any contract provision as written, propose the specific language changes (deletions and insertions) that would make the provision acceptable to your organization. Submit a marked draft in electronic form indicating all proposed changes to the standard contract.

- Statements that you find the agreement “generally acceptable,” or that you “reserve the right to negotiate particular provisions,” or that certain terms need “to be discussed” may be deemed non-responsive.

- Failure to specifically reject a proposed contract provision will be deemed an acceptance of such provision.

(c) If you intend to propose terms that are more favorable to the MCSO than the terms of the standard contract, clearly state the proposal in your response and submit a marked draft in electronic form indicating all proposed changes that would make the terms more favorable.

Proposers are advised that any exception or conditional acceptance that is determined to be material may be grounds for elimination in the selection process.

The MCSO may or may not elect to negotiate any exceptions taken as part its pre-selection or post-selection process. Should Proposer take exception(s) to the standard contract agreement, Proposer understands that the MCSO may, as part of its evaluation process, conclude that exceptions are so numerous and/or material as to make Proposer’s response to the solicitation unacceptable.

4) Contract & Cost Volume Section 4: Proposer’s Terms and Conditions

In this section of the Proposal, the Proposer shall include any additional terms and conditions that the Proposer requires to be incorporated in the Contract, including, for example, the Proposer’s proposed software license agreement, if applicable.

Proposers are advised to use caution to ensure that their required additional terms and conditions are not in conflict with the MCSO’s specified terms and conditions, which could result in an unfavorable evaluation or elimination from the selection process.
5) **Contract & Cost Volume Section 5: Cost Proposal**

Detailed pricing must be provided for all equipment, software and services. Proposers shall prepare and include in their proposals a summary price table and a set of detailed price tables, as follows.

**A. Price Summary Table**

The Price Summary shall provide a proposed price for each of the major system components and services, and the total cost for delivery of the complete turnkey AFIS system:

**Table 5-1: Price Summary**

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Item Description</th>
<th>QTY</th>
<th>Unit Price</th>
<th>Total Proposed Price</th>
<th>Annual HW/SW Maintenance</th>
<th>10-YR Extended Warranty</th>
<th>Technology Refresh Option</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Central AFIS – Core AFIS System Components and Software</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0002</td>
<td>Central AFIS – MCSO Photo Image Database &amp; Investigative Software</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0003</td>
<td>Storage Area Network (SAN) system and software</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0004</td>
<td>Enterprise Backup System and software</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0010</td>
<td>MCSO Workstations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0011</td>
<td>MCSO LiveScan Fingerprint /Palmprint Capture Workstations – Cabinet Model with Signature Pad</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0012</td>
<td>MCSO Portable LiveScan Fingerprint /Palmprint Capture Workstation with Signature Pad</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0013</td>
<td>MCSO Multifunction Workstations – Latent Input/Analysis</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0014</td>
<td>MCSO Multifunction Workstations – Tenprint Input/Analysis</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0015</td>
<td>Multifunction Analysis Workstation Software Enterprise License for 4-6 MCSO installations</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0016</td>
<td>MCSO System Operations and Administration Workstation</td>
<td>1</td>
<td></td>
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</tr>
</tbody>
</table>

**Total System Price**

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B. Bill of Materials

Proposer shall provide an itemized Bill of Materials itemizing all equipment and software included in the system, and organized by subsystem, workstation or other major component assembly. For each item in the Bill of Materials, the Item Description, Quantity, Unit Cost and Total Cost must be provided.

Subsystem and component costs must roll up to the costs shown in the Price Summary Table.

C. System Implementation Cost

Proposer shall provide cost details for system implementation, including the non-recurring costs of configuring, interfacing, installing and testing the system components in each facility. Subsystem and component costs must roll up to the costs shown in the Price Summary Table.

D. Conversion Cost Detail

Proposer shall provide a detailed cost proposal for record conversion and loading, in accordance with §6 of the AFIS Requirements Specification. The cost detail matrices provided must identify the quantity, unit price and total price for each record type.

In addition, Proposers shall propose, as a priced option, the manual re-scanning, feature encoding, searching and search results analysis of unsolved latent prints from the original prints. For this option, latent rescanning, feature extraction and search results analysis would be performed by qualified latent examiners provided by the Proposer. Proposers shall provide a total price for manual conversion of the number of records shown in the AFIS Requirements Specification Table 5.1-
1, and a per-latent price for re-scanning, encoding, searching, and search results analysis for the existing unsolved latents.

E. Training Cost Detail

Proposer shall provide the cost details for providing Training in accordance with §7 of the AFIS Requirements Specification. The cost detail matrices provided must identify the quantity, unit price and total price for each type of training.

F. Maintenance Cost Detail

Proposer shall provide the cost details for providing System Maintenance and Support in accordance with §8 of the AFIS Requirements Specification. The cost detail matrices provided must identify the unit and total maintenance costs for each item in the Bill of Materials, including the cost of each of the maintenance options identified in AFIS Requirements Specification §8.2. The detailed costs must roll up to the costs shown in the Price Summary Table.

Annual Renewable Maintenance shall be subject to a not-to-exceed annual rate increase cap. Proposers must include the proposed maximum annual rate increase for Annual Renewable Maintenance.

G. Component Pricing Validity Period

The MCSO requires the option to obtain additional quantities of system components, including central AFIS server, matcher and storage components and standard LiveScan and Multifunction Workstations and workstation software, at the proposed contract prices. Proposers shall provide a pricing validity period for their proposed workstations. The price validity period for hardware component prices shall be not less than 1 year, and the price validity period for workstation applications software shall be not less than 2 years.

H. Priced Options

Technology Refresh Option: If the MCSO is operating under an Annual Renewable Maintenance Agreement, MCSO requires the option to have the Contractor provide a complete technology refreshment of system hardware and software, as described in §8.2c of the AFIS Requirements Specification, prior to or at the end of the fifth year of AFIS operations. The proposed price of the technology refreshment option shall be the maximum total cost of equipment upgrades and shall be valid through the 60th month of AFIS operations under a contract maintenance agreement. Any then-current cost reductions for equivalent hardware components shall be passed along to reduce the cost of the technology refreshment. Note that technology refreshment is required under the 10-Year Extended Warranty and pricing for the extended warranty option should include the cost of the technology refreshment.

6) Contract & Cost Volume Section 6: Corporate Data

Proposers shall provide the following documents for the Proposer’s Company and for each of the proposed subcontractors:

- A certified copy of the most recent audited financial statement;
- A document evidencing bonding or application for bonding, as applicable;
- Current tax documents evidencing legal status (i.e., for profit or nonprofit corporation, partnership) and federal tax identification number;
- Documents evidencing current insurance coverage meeting or exceeding the insurance requirements of the pro-forma contract, exhibit b.
- Documentation evidencing current registration to do business in the State of Florida.
- A list of any experiences in the past three years when your company, or a related company, partners, or officers of your corporation failed to complete a contract.
- A list of any lawsuits and judgments involving your company or related companies in the last seven years.
- A list of any patent and or licensing infringement claims.
- Copies and detailed explanations of any informal and formal complaints or proceedings involving the company with the FCC and all Public Service Commissions in the states where the company is conducting business.
SECTION 5: CONTRACT REQUIREMENTS

The Manatee Sheriff’s Office (“MCSO”) intends to negotiate and enter into a contract with a vendor for the design, implementation, and delivery of an Automated Fingerprint Identification System (“AFIS”), along with related data conversion, training and operations/maintenance support services.

5.1 Instructions

5.1.1 The following contractual terms are requested. If Contractor will comply with all terms, the only proposal response that is required is a statement to that effect.

5.1.2 Proposers may choose to propose modifications or exceptions to these terms or propose additional terms. MCSO may or may not elect to negotiate any exceptions taken, and Proposer understands that MCSO may, as part of its evaluation process, conclude that exceptions are so numerous and/or material as to make Proposer’s proposal to the RFP solicitation unacceptable.

5.1.3 Any Agreement or Contract resulting from the acceptance of a Proposal will be on forms approved by MCSO and will contain, as a minimum, applicable provisions of the RFP, unless provisions are specifically waived by MCSO in the negotiation process.

5.1.4 The Written Agreement(s) between the successful Contractor and MCSO will include language to the effect that neither the Agreement(s), nor any portion thereof, nor any other facet of the relationship between the parties will create or be deemed to create a partnership, joint venture, joint enterprise, or any other agency relationship, or employer/employee leasing relationship, and further, will reflect MCSO’s intent that the legal relationship with the selected AFIS provider will be that of an independent Contractor.

5.1.5 MCSO will attach to the implementation services contract the Contractor's responses to the detailed system requirements and other information provided in the proposal. For this reason, Contractors are expected to provide responses that are highly accurate.

5.2 Definitions

5.2.1 Contract: The contract between MCSO and the selected Contractor (“Contractor”), superseding any other verbal or written agreements, will consist of the following component documents, listed in order of precedence:

5.2.1.1 This Solicitation and any amendments thereto;

5.2.1.2 RFP Exhibit 1, the AFIS System Requirements Specification (“AFIS SRS”) and any amendments thereto;

5.2.1.3 The Contractor's proposal submitted in response to the RFP

5.2.1.4 A document containing any additional terms negotiated before contract signing; and a signature page. MCSO reserves the right to clarify any contractual relationship in writing with the Contractor, and such written clarification will govern in case of conflict with the applicable requirements stated in the request for proposal and the contractor's responsive proposal. In all other matters not
affected by the written clarification, if any, the Request for Proposal, its attached Exhibits, and all amendments thereto will govern.

The Contractor is cautioned that his proposal will be subject to acceptance without further clarification. To the extent that a provision of the contract is contrary to the Constitution or laws of Florida, or of the United States, the provision shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties.

5.2.2 "MCSO" in this contract means the Manatee County Sheriff’s Office who is acting as a primary party to this agreement.

5.2.3 "Proposer" in this contract means a qualified respondent who submits a proposal in response to the RFP.

5.2.4 "Contractor" in this contract means the selected prime contractor whose name and principal address appear on the proposal and signature page.

5.2.5 "System" means the totality of the prescribed AFIS hardware configuration and software elements, including subsystems (e.g. Web Archive), servers, workstations, terminals, devices, network appliances, equipment, application and operating software, and any other element save services acquired through this contract.

5.2.6 "Services" means the professional and technical work provided by the Contractor to effect the implementation of the System, and the provision of record conversion, training, documentation, and operations and maintenance support for the System.

5.2.7 “Project” means the organized tasks and activities that will be planned, managed and performed by the Contractor to effect the implementation and delivery of the System and the delivery of the related Services.

5.2.8 “Integrated” An integrated system is considered to be one where data are entered once and become available without re-keying in all application modules within all System components and within existing applications systems that are interfaced with the AFIS system at MCSO.

5.3 Contract Period

This contract is effective immediately upon signing by both Contractor and MCSO, and will terminate on the Project ending date, except as extended by amendment, warranty, maintenance contract, or unless terminated earlier. The tentative project schedule is included in Section 3 of the Proposal Management Volume and will be updated and finalized by mutual agreement after Contract Award.

5.4 Amendments and Change Orders

The contract may be amended at any time by mutual consent of the parties. Any amendment or change order must be in writing and signed by authorized representatives of both Contractor and MCSO. Amendments may involve a contract extension or an expansion or contraction of scope, resulting in an increase or reduction in contract price. Contractor and the MCSO will specify in writing the name(s) of the person(s) authorized to sign contract amendments and change orders:
5.5 Errors and Omissions

The Contractor will not be allowed to take advantage of any errors and/or omissions in these specifications or in the Contractor’s proposal. Full disclosure will be made and full instructions will always be given when such errors or omissions are discovered.

Should any Proposer find discrepancies in, or omissions from, the RFP documents or be in doubt of their meaning, the Proposer should request at once, in writing, an interpretation from the MCSO Bid Coordinator. Any necessary interpretations will be issued to all Proposers in the form of an addendum to the specifications, and such addenda will become part of the RFP documents.

5.6 Complete System

Notwithstanding the details presented in the RFP, Proposal, and Contract, it is the responsibility of the Contractor to verify the completeness of the materials lists and suitability of devices, hardware and software to meet the intent of the specifications. Any additional device, hardware or software required (even after installation or even if not specifically mentioned herein), which is reasonably needed to make the system work as intended, will be provided by the Contractor without claim for additional payment. It is therefore, incumbent upon Proposers to ensure the full System is detailed in their proposal.

5.7 Variations in Quantities and Configurations

MCSO reserves the right to modify quantity and configuration requirements at any time during the period in which the system implementation agreement and subsequent system maintenance and support agreement is in force. Contractor agrees to sell MCSO the revised quantity of items, during the term of the contract and subsequent maintenance and support agreement, at the lower of either the unit price stated in the AFIS Contract Agreement or any revised pricing offered to any agency in the State of Florida subsequent to the acceptance of the Contractor’s original proposal.

5.8 Personnel

Contractor’s personnel essential to the continuity and successful and timely completion of the Project will be available for the duration of the Project unless substitutions are approved in writing by MCSO. The Contractor’s Project Manager and MCSO Project Managers will be responsible for communications between the parties regarding the subject matter of this Agreement.

MCSO will perform background checks and pre-screening of Project personnel to the extent MCSO, MCSO deem it necessary to protect their interests and duties owed to their employees, agents and the public at large. MCSO will summarily deny access to any individual who fails to pass the agency background check and will request the individual’s replacement by the Contractor.

At their sole discretion, MCSO reserve the right to request the removal and replacement of any individual assigned by Contractor to the Project, and the Contractor will use its reasonable efforts to substitute such individual with a qualified replacement subject to MCSO’s review and approval.
The Contractor will not reassign or replace its personnel without written forty-five (45) day notice to MCSO, except for extenuating circumstances. Should personnel replacement occur the Contractor will provide up to eighty (80) hours of non-chargeable time to MCSO to acquaint new personnel with the Project. The Contractor will provide sufficient personnel to complete its obligations.

The Contractor represents and warrants that its personnel will have sufficient skill, knowledge, and training to perform the Services. While on MCSO premises, Contractor’s personnel will comply with the agency’s written site rules and regulations. MCSO may also ask the Contractor to remove an individual performing Services if, in MCSO’s opinion, the person does not have the ability to perform the task assigned or is not compatible with MCSO personnel. Any person removed from MCSO premises under this paragraph will be replaced by the Contractor as soon as practicable with an individual acceptable to MCSO.

5.9 Insurance

5.9.1 General

Insurance Requirements of Contractor for the Project must be continually maintained throughout the Contractor’s performance of the Project implementation and subsequent support activities. All limits of insurance will be underwritten by an insurer acceptable to the MCSO. MCSO will be listed as an additional insured party and the insurer will be required to give MCSO thirty (30) days advance written notice if the insurance policy will not be renewed. The Contractor will not commence performance of duties under this Contract until the Contractor has obtained all insurance coverages required under this paragraph and all certificates of insurance have been approved by the MCSO, nor will the Contractor allow any Subcontractor to commence performance of duties under any contract with the MCSO until all similar such insurance coverages and certificates of insurance required of the Subcontractor have been obtained and approved. Required insurance coverages to be maintained by the Contractor are as follows:

5.9.2 Professional Liability

Throughout the period covered by this Agreement, the Contractor will carry Professional Liability insurance and will maintain said insurance in amounts not less than those outlined below. Notwithstanding the deductible amount, the Contractor remains liable to MCSO for any damages in accordance with this Agreement or for a failure to exercise reasonable care and skill. The Contractor will deliver the Certificate of Insurance within ten (10) days of the execution of this Agreement, demonstrating that the required coverage is bound by an Insurance Company of B+ or highest rating approved by the Insurance Commission to do business in the State of Florida.

<table>
<thead>
<tr>
<th>Errors and Omissions</th>
<th>Coverage Required</th>
<th>Maximum Deductible per Claim</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to $500,000</td>
<td>$500,000</td>
<td>$25,000</td>
</tr>
</tbody>
</table>

5.9.3 Comprehensive General Liability

Throughout the period covered by this Agreement, the Contractor will carry Comprehensive General Liability insurance to cover liability, bodily injury and property
damage including automobile. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverages must be written on an occurrence basis, with the following limits of liability unless otherwise specified or determined applicable.

<table>
<thead>
<tr>
<th>Bodily Injury:</th>
<th>Property Damage:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Annual Aggregate</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal Injury Aggregate:</td>
<td></td>
</tr>
</tbody>
</table>

### 5.9.4 Workers’ Compensation

Throughout the period covered by this Agreement, the Contractor shall obtain and maintain continuously required Workers’ Compensation Insurance to cover the full liability for compensation for injury of Contractor's employees with an insurance carrier authorized to transact business in the State of Florida. Contractor hereby certifies that Contractor is aware of the provisions of Chapter 440 of the Florida Statutes which require every employer to insure against liability for workers', and Contractor shall comply with such provisions before commencing the performance of the work or services prescribed in this Agreement.

<table>
<thead>
<tr>
<th>Workers’ Compensation</th>
<th>Statutory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer’s Liability</td>
<td>$500,000 per Occurrence</td>
</tr>
</tbody>
</table>

The Contractor agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

### 5.9.5 Insurance

All required insurance policies will preclude any underwriter’s rights of recovery or subrogation against MCSO with the express intention of the parties being that the required insurance coverages protect all parties as the primary coverages for any and all losses covered by the above-described insurance. Contractor will insure that any company issuing insurance to cover the requirements contained in the Contract agrees that they will have no recourse against MCSO for payment or assessments in any form on any policy of insurance. The clauses “Other Insurance Provisions” and “Insured Duties in the Event of an Occurrence, Claim or Suit” as it appears in any policy of insurance in which MCSO is named as an additional named insured will not apply to MCSO.

### 5.10 Indemnifications

5.10.1 The Contractor will indemnify and hold harmless MCSO, its officers, agents, and employees, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of attorneys, and other professionals, and all Court or other dispute resolution costs), liabilities, expenditures, or causes of action of any kind (including those promised upon negligent, reckless, or willful or intentional acts or
omissions of the Contractor and any person or organization directly or indirectly employed by the Contractor to perform or furnish any work or anyone for whose acts any of them may be liable), arising from, relative to, or caused by the performance of the Project. Such indemnification will specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from: (a) any act, omission or default of the Contractor or its employees or agents, (including negligent, reckless, willful or intentional acts or omissions); (b) any and all bodily injuries, sickness, disease or death; (c) injury to or destruction of tangible property, including the loss of use resulting therefrom; (d) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the Project; (e) and the violation of any federal, state, or MCSO laws, by-laws, ordinances or regulations by the Contractor or employees.

5.10.2 In the event of any such claim or suit action for damages, falling within indemnities furnished in this 5.10, MCSO will supply written notice to Contractor of such claim. In the event the Contractor chooses not to pay the claim and the claim is adjudged as falling within the scope of this indemnity, then the Contractor will promptly reimburse MCSO for same, together with interest from the date MCSO may have otherwise paid the claim. Contractor agrees, at Contractor’s expense after receipt of written notice from MCSO, to defend any action against MCSO that falls within the scope of this indemnity, or MCSO, at their option, may elect to secure their own attorney to defend any such action and the reasonable cost and expenses of such attorney incurred in defending such action will be payable by Contractor. If Contractor, after receipt of written notice from MCSO, fails to make any payment due to MCSO, Contractor will pay any reasonable attorney’s fees or costs incurred by MCSO in securing any such payment from the Contractor.

5.10.3 Nothing contained in this document is intended nor shall it be construed to waive MCSO rights and immunities under the common law or Florida Statutes 768.28 as amended from time to time. This obligation will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist in favor of MCSO. 5.11 Proposal

5.11 Security

Each Proposal will be accompanied by a proposal security made payable to MCSO pledging that the Contractor will enter into a contract with MCSO on the terms stated in Contractor’s Proposal and will furnish bonds as described within this section of these specifications covering the faithful performance of the Contract and the payment of all obligations arising as a result. Should the Contractor refuse to enter into such contract or fail to furnish such bonds, when required, the amount of the proposal security will be forfeited to MCSO as liquidated damages, not as a penalty.

The amount of the proposal security will be one percent (1%) of the maximum amount proposed. Security will be a certified check, cashier's check, treasurer's check, bank draft, or proposal bond issued by a surety company licensed to conduct business in the State of Florida. Bonds will be written on the surety company's standard form, and the Attorney-In-Fact who executes the bond on behalf of the surety company will affix to the bond a certified and current copy of his Power of Attorney, indicating the monetary limit of such power.
MCSO will have the right to retain the proposal security of Contractor to whom an award is being considered until: (a) the Contract has been executed and Performance and Payment bonds have been furnished covering the faithful performance of the Contract and the payment of all obligations arising thereunder, or (b) the specified time has elapsed so that Proposals may be withdrawn; or (c) all proposals have been rejected.

5.12 Performance and Payment Bond

5.12.1 System Implementation, Delivery and Acceptance

Contractor will furnish a Performance and Payment Bond in an amount equal to one hundred percent (100%) of the contract amount, and will furnish proof acceptable to MCSO within ten (10) days from the issuance of the notice of the award. The Contractor will furnish separate surety bonds as a security for faithful performance of the contract and for the payment of all persons performing labor on the Project under the contract and furnishing materials in connection with the contract. The sureties on such bonds will be authorized surety companies satisfactory to MCSO. Any expenses related to the bonds will be paid by the Contractor. To be acceptable to MCSO as a Surety for Performance and Payment Bonds, a surety company will comply with the following provisions:

A. The surety company must be located in Manatee County and licensed to transact surety business in Florida.

B. The surety company will have been in business and have a record of successful continuous operation for at least five years.

C. The surety company will have at least the following minimum:

<table>
<thead>
<tr>
<th>Policy Holder's Contract Amount</th>
<th>Best Rating</th>
<th>Financial Ratings</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 100,000</td>
<td>B</td>
<td>Class VII</td>
</tr>
<tr>
<td>100,000 to 500,000</td>
<td>A</td>
<td>Class VIII</td>
</tr>
<tr>
<td>500,000 to 750,000</td>
<td>A</td>
<td>Class IX</td>
</tr>
<tr>
<td>750,000 to 1,000,000</td>
<td>A</td>
<td>Class X</td>
</tr>
<tr>
<td>1,000,000 to 2,250,000</td>
<td>A</td>
<td>Class XI</td>
</tr>
<tr>
<td>1,250,000 to 1,500,000</td>
<td>A</td>
<td>Class XII</td>
</tr>
<tr>
<td>2,000,000 to 2,500,000</td>
<td>A</td>
<td>Class XIII</td>
</tr>
<tr>
<td>2,500,000 or more</td>
<td>A</td>
<td>Class XIV</td>
</tr>
</tbody>
</table>

5.12.2 System Maintenance and Operations Support

Under any contract for Maintenance and Support Services after acceptance of the System, Contractor will furnish an annual renewable Performance and Payment Bond in an amount equal to one hundred percent (100%) of the annual cost of the Maintenance and Support Contract, and will furnish proof acceptable to MCSO within ten (10) days from the issuance of the notice of the award. The Contractor will furnish separate surety bonds as a security for faithful performance of the contract and for the
payment of all persons performing labor on the Project under the contract and furnishing materials in connection with the contract. The sureties on such bonds will be authorized surety companies satisfactory to MCSO. Any expenses related to the bonds will be paid by the Contractor.

5.13 New/Uniform Hardware

When hardware that is proposed is intended to be purchased by the Contractor, MCSO will accept only new equipment. Used and/or re-manufactured equipment will not be accepted. All workstations, for example, must utilize identical internal components.

MCSO reserves the right to purchase hardware independently from any source. Proposals must provide detail specifications required to allow for the purchase of hardware by MCSO and must also provide for the optional purchase of hardware by or through the Contractor.

5.14 Documentation

Contractor will provide up-to-date industry standard system and user documentation with each component or module before user training and acceptance testing commences. Contractor will furnish to MCSO, prior to the final testing or the acceptance of the components, whichever is earlier, complete instruction manuals. Such manuals must describe all system configurations implemented specifically to support MCSO operations, as well as the latest revisions to the Component and software and any changes that have occurred during the installation and testing. Documentation will be provided using both paper and electronic media. Contractor will grant MCSO the unlimited perpetual right to reproduce and distribute documentation to all users of the System.

5.15 Transportation and Installation

5.15.1 Initial Shipping

All shipments, rigging, and drayage will be made at the Contractor’s expense, F.O.B. Destination. The Contractor will make all arrangements for transportation.

5.15.2 Equipment Return Replacement

The Contractor will bear the costs of transportation, rigging, and drayage whenever defective equipment is shipped for mechanical replacement purposes for equipment purchased by or through the Contractor, unless the replacement was necessitated by damage caused by MCSO. This applies until the warranty expiration or until system acceptance, whichever occurs first for equipment/hardware purchased by or through the Contractor.

5.15.3 Installation

The Contractor will furnish labor as may be necessary for packing, unpacking, and placement of furnished equipment pursuant to this contract when initially delivered to MCSO. Supervision of packing, unpacking, and placement of equipment will be furnished by the Contractor without additional charge to MCSO. All debris generated in the performance of work during the installation will be removed by the Contractor at no additional cost to MCSO.
5.15.4 Risk of Loss or Damage to Equipment

*MCSO* will be relieved from all risks of loss or damage to the equipment purchased by or through the *Contractor* prior to final system acceptance, except when such loss or damage is due to the fault or negligence of *MCSO*.

5.16 Subcontractors

*Contractor* warrants that all subcontractors identified in their Proposal will participate in this *Project* as proposed, and that they will conform to the requirements of this Contract. *Contractor* will be responsible for carrying out its obligation and responsibilities pursuant to this Contract and all related agreements, and ensuring that the obligation and responsibilities of its subcontractors are also carried out in accordance with the requirements of this Contract. *Contractor* will be the only entity to receive payment for same from *MCSO*. Nothing contained in this Contract will create any obligation on the part of *MCSO* to pay, or to see to the payment of any moneys owed to any subcontractor, agent, employee, laborer, or material man of *Contractor*. All subcontractors must be approved by *MCSO*. No contract will be made by the *Contractor* with any party for furnishing any of the products or services herein contained without the prior written approval of the Purchasing Agent; but this provision will not require the approval of contracts of employment between the *Contractor* and personnel assigned for services or for parties named in the proposal and agreed to under any resulting agreement.

5.17 Non-Assignment of Contractor Successors

The *Contractor* will not assign or transfer the Contract or its rights, title or interest therein without *MCSO*’s prior written approval. The obligations undertaken by *Contractor* pursuant to the Contract will not be delegated or assigned to any other person or firm unless *MCSO* will first consent in writing to the assignment. No assignment, transfer, or delegation will relieve *Contractor* of its liability or obligations with respect to this contract. *MCSO* is relying upon the apparent qualifications and expertise of *Contractor*, and such *Contractor*’s familiarity with *MCSO*’s site, circumstances, and desires. In the event *MCSO* are not for any reason or no reason at all, satisfied with such substitute, *Contractor* will be considered in breach of this Contract. Violation of the terms of this Paragraph will constitute a breach of Contract by *Contractor* and *MCSO* may, at its discretion, cancel the Contract and all rights, title and interest of *Contractor* will thereupon cease and terminate. The rights and obligations of *Contractor* in connection with this *Project* will be binding upon its heirs, and successors, except that *MCSO* reserve the right to terminate this Contract if *Contractor*, in whole or significant part, is acquired by another entity during the term of this Contract.

5.18 Confidential Information

Confidential Information is defined as information which is confidential, proprietary, and/or trade secrets when presented in printed, written, graphic or photographic or other intangible form, and is exempt from public disclosure pursuant to Chapter 119.07 Florida Statutes and otherwise by law. If the information is deemed of public record by operation of law, it will not be deemed Confidential Information for purposes of this Agreement. The *Contractor* is free to mark materials as confidential or proprietary, however Chapter 119.07 Florida Statutes will control with regard to whether any material so marked is deemed “Confidential Information” for purposes of protection or disclosure.
The Contractor along with MCSO will use reasonable care to protect the Confidential Information of the other. Reasonable care is defined as each party using the same methods that it uses to protect its own Confidential Information, subject to terms such as confidentiality as prescribed by the Contractor and applicable Florida law. Access to Confidential Information will be restricted to the Contractor personnel and authorized third parties engaged in a use permitted under this Agreement. The Contractor and MCSO may provide access to Confidential Information to authorized third parties which: (1) need to access the Confidential Information to provide Services to MCSO on behalf of Contractor; and (2) have also agreed in writing to the terms contained in this Agreement. The Contractor acknowledges that this Agreement and the terms and conditions hereof will become a matter of public record and are not subject to any confidentiality provision herein.

5.19 Applicable Regulations

The Contractor and all systems provided by Contractor will comply with all applicable federal, state and local building, fire, safety and electric codes and all relevant industry standards. Contractor and any of its employees, agents, subcontractors, laborers, or material providers, during its work, construction, and component installation will meet or exceed current standards of the following:

1. Federal Communication Commission (FCC);
2. Electronic Industries Association (EIA);
3. Institute of Electrical and Electronic Engineers, Inc. (IEEE);
4. The Environmental Protection Agency (EPA);
5. Contractor Work Hours and Safety Standards Act;
6. Equal Opportunity Act
7. American National Standards Institute (ANSI)
8. Federal Aviation Authority (FAA)
9. Occupational Safety and Health Administration (OSHA);

The Contractor will not be reimbursed for any additional costs which the Contractor incurs as a result of laws enacted after the effective date of this Contract, nor be entitled to an extension of the Scheduled Date of Final Completion as a result of laws, except as set forth in this Section.

The Contractor will be reimbursed, in addition to the Contract Sum, for additional costs incurred by the Contractor in the performance of the Contract resulting from the following:

i. Manatee County ordinances or laws passed by the Board of County Commissioners or by the State Legislature after the effective date of this Contract;

ii. New federal laws, regulations or rules enacted after the effective date of the Contract, which require a significant engineering change in the system to comply with the new provisions.

In order to obtain reimbursement from MCSO under this Section, the Contractor will submit a claim to MCSO with documentation that MCSO may reasonably require for review and approval.
A claim may also include a request for an equitable adjustment in the Project Schedule. Upon approval by MCSO, the claim will become a Change Order or a formal written amendment to the Contract. If not approved, the claim will be placed on the Disputed Work List.

5.20 Equal Opportunity Employer

The Contractor and all subcontractors agree that, during the term of this agreement, they will not engage in any employment practices which have the effect of discriminating against any employee or applicant for employment on the basis of race, color, religion, national origin, sex, age, or disability; further, Contractor will take affirmative steps to ensure that applicants are treated and employees are treated during employment without regard to their race, color, religion, national origin, sex, age or disability.

5.21 Purchase Order/Payment

A purchase order(s) will be generated by MCSO to the Contractor. The purchase order number must appear on all itemized invoices.

Invoices will be mailed directly to MCSO Accounts Payable and will show: (A.) name and address of Contractor, (B.) name and address of receiving department and/or delivery location, (C.) MCSO Purchase order number, and (D.) descriptive information as to the service and/or items delivered, including serial number, quantity, number of containers, etc. Payment will be made in accordance with Florida Statute 112, refer to section 7.20.

5.22 Payment Terms

Upon approval of an Invoice for payment by the MCSO Project Manager, MCSO shall pay to the Contractor based upon fixed contract prices associated with deliverable milestones, in accordance with the following Payment Schedule:

<table>
<thead>
<tr>
<th>Contract Milestone</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Project Plan and Delivery Schedule</td>
<td>[10% of the contract price]</td>
</tr>
<tr>
<td>Milestone Acceptance requires MCSO sign-off certifying acceptance of the delivered System Implementation Plan including a finalized Bill of Material.</td>
<td></td>
</tr>
<tr>
<td>2 System Design</td>
<td>[20% of the contract price]</td>
</tr>
<tr>
<td>3 Installation Verification and Operational Readiness Tests</td>
<td>[20% of the contract price]</td>
</tr>
<tr>
<td>Milestone Acceptance requires MCSO sign-off certifying satisfactory completion of: (1) data conversion, data loading and processing; (2) System</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
</tbody>
</table>
| 4 | **AFIS Training**  
Milestone Acceptance requires *MCSO* sign-off of:  
(1) Completion of all management, user and technical support training, (2) Delivery of final user documentation; and (3) Delivery of final training courseware and training materials deliverables. | [10% of the contract price] |
| 5 | **AFIS System Acceptance**  
Milestone Acceptance requires *MCSO* sign-off certifying satisfactory completion of System functional and performance acceptance testing in accordance with the approved System Acceptance Test Plan. | [20% of the contract price] |
| 6 | **AFIS Operational Acceptance** (AFIS Final Acceptance)  
Milestone Acceptance requires: (1) completion of 90 days of full production operations; (2) resolution of all outstanding deficiencies; and (3) *MCSO* sign-off certifying final acceptance of the System. | [20% of the contract price] |

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1) The total compensation under this Agreement shall not exceed $ _____________ (the total compensation amount will be incorporated upon completion of successful negotiations with the selected Contractor).

2) Payment shall be made upon delivery and Acceptance of the Deliverable and upon the receipt and acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. *MCSO* shall verify that all compensation for expenditures is consistent with this Agreement. Payment of invoices received shall be tendered to the contractor within forty-five (45) days of the date of written certification of Acceptance of the Deliverable (Ref: FL Statute 215.422).

3) Sales and use tax will not be collected from *MCSO*, which is tax-exempt.

4) Invoices must be submitted to Accounts Payable (See 5.21). Each submitted invoice will be forwarded to the *MCSO* Project Manager for approval prior to payment. Approval by the *MCSO* Project Manager shall indicate satisfactory receipt of services. Services will be charged in accordance with the payment plan and related deliverables.

5) *MCSO* agrees to pay all uncontested amounts due under this Agreement within forty-five (45) days after receipt and approval of the invoice.
5.23 Termination

5.23.1 Termination for Cause by MCSO

Any waiver by MCSO of any breach of any one or more of the terms of the agreement will not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of MCSO to require exact, full and complete compliance with any terms of this agreement will not be construed as in any manner changing the terms hereof, or stopping MCSO from enforcement hereof.

The contract may be canceled or annulled by MCSO in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms. An award may be made to the next best responsive and responsible Contractor, or services specified may be purchased on the open market similar to those so terminated. Failure of the Contractor to deliver services within the time stipulated in the specification, unless extended in writing by MCSO, will constitute contract default. Contractors who default on contracts may be removed from the Contractor mailing lists for future contracts at the discretion of MCSO.

If the Contractor defaults, MCSO may give notice in writing to the Contractor and its surety of default, specifying the default. The following will constitute default:

5.23.1.1 Failing to perform the professional services required under the Contract and within the time required;

5.23.1.2 Failing to begin the Project under this Contract within the time specified;

5.23.1.3 Failing to perform the Work with sufficient workers and equipment or with sufficient materials to ensure completion of the Project within the specified time;

5.23.1.4 Failing to perform the Work using the persons and entities and identified and set forth, and to the degree specified in the Contract Documents, subject to substitutions approved by MCSO in accordance with the Contract Documents;

5.23.1.5 Discontinuing the prosecution of the Work, for reasons other than issuance of a stop work order or other reasons allowed under the Contract.

5.23.1.6 Disregarding laws or regulations of any public entity having jurisdiction.

5.23.1.7 Violating in any way any provisions of the Contract Documents.

If, after notice of termination of the Contract it is determined for any reason that the Contractor was not in default under the provisions of this Contract, or that the delay was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to “Termination of the Contract For Convenience” clause.

5.23.2 Termination for Convenience by MCSO

Upon thirty (30) Calendar Days written notice to Contractor, MCSO may, without cause and without prejudice to any other right or remedy, terminate this Agreement for convenience whenever it is determined that such termination is in the best interests of the MCSO.
Upon receipt of the notice of termination for convenience, Contractor will promptly discontinue all work at the time and to the extent indicated on the notice of termination, and will cancel purchase orders to the extent that they relate to the terminated portion of the Contract, and refrain from placing further orders.

The Contractor will be entitled to recover from MCSO the costs of all labor performed up to and including the effective date of the termination, profit on all labor performed up to and including the effective date of termination, and the cost of all materials and supplies which have been purchased. Contractor will not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

5.23.3 Termination by Contractor

If MCSO approves Contractor’s invoice for payment, and does not pay same within forty-five (45) Calendar Days of approval, Contractor may suspend performance of the contract upon ten (10) Calendar Days prior written notice (such suspension not being available prior to forty-five (45) Calendar Days after MCSO approval of the Contractor’s invoice for payment). If MCSO then fails to make payment for a period of ninety (90) Calendar Days through no fault of Contractor or if MCSO fails to make payment on any recommendation for payment for a period of ninety (90) Calendar Days, Contractor may, upon seven (7) additional Calendar Days written notice to MCSO, terminate the Contract and recover from MCSO payment for Work executed and for proven loss with respect to materials, equipment, tools and construction equipment and machinery, prorated to the date of termination. No other recovery will be permitted.

5.23.4 Mutual Termination

This Agreement may also be terminated by mutual agreement at any time and under any terms.

5.24 Dispute Resolution

5.24.1 MCSO reserves the right to clarify any contractual relationship in writing with the Contractor, and such written clarification will govern in case of conflict with the applicable requirements stated in the request for proposal or the Contractor's responsive proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal and all amendments thereto will govern. The Contractor is cautioned that his proposal will be subject to acceptance without further clarification.

5.24.2 In the event that any dispute between the MCSO and the Contractor has not been resolved in relation to issues arising under this Contract, a request for resolution will be submitted by the Contractor to MCSO for determination. Request for such determination will be made in writing. The decision by MCSO will be rendered in writing no more thirty (30) days after receipt of a fully documented (to the extent that such documents are within the control of the Contractor) request for a determination. The decision will be conclusive, final, and binding on all parties, unless the Contractor will seek a judicial determination in accordance with the provisions set forth below.
5.24.3 No later than sixty (60) days after the Contractor’s receipt of a determination by MCSO, the Contractor will respond to MCSO in writing, either accepting the determination or stating the Contractor’s factual or legal objection to the determination. If the Contractor’s response is an objection, MCSO will respond in writing to the objection within (30) days after receipt of it. No further response by either party will be required. Thereafter, the Contractor may seek a judicial determination of the dispute. In the event that the Contractor intends to seek judicial determination of a matter decided by MCSO, the Contractor will notify MCSO of its intent to do so within sixty (60) days for a final decision by MCSO.

5.24.4 If required by MCSO, the Contractor will continue to perform the Work required under the Contract during this resolution period, including any judicial resolution. The Contractor will comply with a written determination by MCSO while a final resolution of the dispute is pending, to include any related judicial resolution. If the Contractor complies with the written determination from MCSO, MCSO will continue to perform under the Contract and make all payments due (other than those or the portions of payments in dispute, if any) during the resolution period. This payment provision will not apply in the event that the Contractor fails to submit a dispute to MCSO as required by this Section. The continued performance of the Contract by either party will not constitute an admission as to any factual or legal position in connection with the dispute, or a waiver of its rights under the Contract or at Law.

5.25 **No Waiver of Legal Rights**

5.25.1 No approval required to be given by MCSO under the Contract will operate to relieve the Contractor from any of its responsibilities under the Contract or to be deemed as an approval by MCSO for any deviation contained in the items or documents subject to such approval from, or of their failure to comply with any provision or requirement of the Contract, unless the failure or deviation has been specifically approved by a Change Order to the Contract.

5.25.2 Unless MCSO has specifically approved in writing a deviation from the Contract Documents in a Contract modification, as provided above, MCSO will not be precluded or stopped by any approval, review, measurement, estimate or certificate made either before or after the completion and acceptance of the Work and payment for it, from showing the true amount and character of the Work performed and goods and materials furnished by the Contractor or from showing that any measurement, estimate or certificate is untrue or incorrectly made, or that the Work or goods and materials do not conform in fact to the Contract. Unless MCSO has specifically approved in writing a deviation from the Contract Documents in a Contract modification, as provided above, MCSO will not be precluded or stopped, notwithstanding any approval, review, measurement, estimate or certificate and payment in accordance with it, from recovering from the Contractor and its sureties damages they may sustain by reason of its failure to comply with the terms of the Contract. Except as provided, neither the acceptance by MCSO or any representative of MCSO nor any payment for or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by MCSO, will operate as a waiver of any portion of the Contract, or of any power reserved or any right to damages provided to MCSO. A waiver of any breach of the Contract will not be
held to be a waiver of any other breach whether prior to or subsequent to it. A delay by MCSO in declaring that a breach has occurred or otherwise asserting its rights under this Contract will not constitute a waiver of the breach or limit any of the rights of the MCSO under this Contract.

5.25.3 No remedy under the terms of this Contract in favor of MCSO is intended to be exclusive of any other remedy, but each and every remedy will be cumulative and will be in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any MCSO right or MCSO power accruing upon any event of default will impair any MCSO right or MCSO power nor will it be construed to be a waiver of any event or default or acquiescence in it, and every MCSO right and MCSO power may be exercised from time to time as often as may be deemed expedient.

5.26 Liquidated Damages

5.26.1 Schedule Delays
The parties acknowledge and agree that the damages sustained by MCSO due to an unapproved delay in performance by Contractor are difficult to ascertain. As such, it is mutually agreed that should Contractor fail to timely complete and deliver all components for installation and testing in accordance with the established Project schedule, or fail to successfully complete formal acceptance testing and begin production operations in accordance with the Project schedule, MCSO will be entitled to liquidated damages in the form of contract price reductions as follows: $500/day for each day delay after the applicable milestone date.

5.26.2 Failure to Meet System Performance Levels
MCSO will require liquidated damages for failure of the Contractor to meet the minimum system performance levels established in the AFIS Requirements Specification and/or the guaranteed performance levels specified in the Contractor’s proposal, at a rate of $500 per calendar day or any part thereof for each and every instance in which the delivered system is found in testing to be deficient in its capabilities to meet the required performance levels.

In the event of such failure, MCSO shall notify the Contractor in writing by fax or e-mail of any claim for liquidated damages pursuant to this Section and initiating a 10-day cure period. If the Contractor has not corrected the deficiency and provided a system that fully satisfies the applicable requirement within 10 days of receipt of a Notice from MCSO, the liquidated damages shall begin to accrue until compliance with the performance requirement is reached.

5.26.3 Failure to Meet Service Level Agreements
MCSO will require liquidated damages for failure of the Contractor to meet the minimum Service Level Agreements established in the AFIS Requirements Specification and/or the guaranteed Service Level Agreements specified in the Contractor’s proposal for maintenance response and problem correction in support of system operations, at a rate of $100 per hour or any part thereof for each and every instance in which the maintenance
response and/or the problem correction is deficient with respect to the established Service Level Agreements.

5.26.4 Not a Penalty

The aforesaid specified amount(s) will not be construed as a penalty, but as liquidated damages for any such failure on the part of Contractor. In any suit involving assessment or recovery of liquidated damages, the reasonableness of the charge will be conclusively presumed, and the amount assessed will be in addition to every other right or remedy now or hereinafter enforceable at law, in equity, by statute, or under this Contract. Any such charges assessed against Contractor may be deducted from moneys due to or to become due to Contractor, or may be collected from the surety bond.

5.26.5 Limitation of Liquidated Damages

Liquidated damages assessed prior to acceptance of the system shall not exceed the total amount of the surety bond. Liquidated damages assessed after system acceptance for a failure to meet service level agreements (¶5.26.3) during any service month of the then-current maintenance agreement, shall be limited to the total cost of the maintenance support services for that month.

5.27 Perpetual Software License / Source Code

Any software license(s) will not have a termination date. All software licenses will be perpetual, surviving bankruptcy, sale, merger, or dissolution of any of the entities providing software to MCSO. Additional licenses fees will not be due because of MCSO having to upgrade its system to satisfy processing requirements. Source code for proposed programs will be delivered to MCSO upon acceptance, although not necessarily loaded onto the computer; it will be subject to terms such as confidentiality as prescribed by the Contractor. The software will be supported for satisfying FDLE and FBI mandated changes during the life of the contract with the Contractor.

5.28 Hardware Sizing

It is understood that Contractor is responsible to warrant the Sizing of the system as configured for satisfying the requirements of this RFP, as amended by Contractor's proposal. Contractor warrants that the system is fit for the particular and intended purposes of MCSO, and further will perform in accordance with the response time and other performance criteria listed or set forth in this contract. If the system is unable to accommodate response times and acceptance criteria, Contractor will furnish at no charge to MCSO the added memory, or other upgraded or replacement hardware as is required to satisfy the required performance levels. In the event the hardware is determined by MCSO to be insufficient in size or capacity or performance power, Contractor will within 30 days of determination of under sizing, provide at no additional cost to MCSO either a replacement unit or additional hardware to satisfy the sizing requirements.

5.29 Software Acceptance

For any software that is developed exclusively for MCSO to satisfy the requirements of the MCSO AFIS Solicitation, MCSO will conduct whatever tests deemed necessary, to determine satisfactory software performance, and will have 120 days after implementation of each application system to conduct such tests. Software acceptance testing will occur in accordance
with the proposed plan to be submitted by the Contractor. MCSO will notify Contractor in writing of deviations from proposed or documented standards. Acceptance of the principal application systems will take place following the documentation of satisfactory software performance by MCSO as determined through software performance tests.

Notwithstanding the satisfactory conclusion of software acceptance testing and formal acceptance of the system, under the terms of any Maintenance and Support Agreement for the system, the Contractor, at no additional cost, shall correct latent defects in the software that are detected at any time after system acceptance and that negatively impact the proper operation of the system.

5.30 MCSO Responsibilities

MCSO will make available to Contractor a staff member, hereinafter referred to as “MCSO’s Project Manager,” and who will have limited authority to act for MCSO, to assist with operations and activities, and have the authority to enforce implementation decisions correspondent with contract compliance.

MCSO may provide minimal office workspace and telephone access to support Contractor personnel during the contract period.

MCSO will provide, on request, information, data, records, and documents, and make such decisions as may be reasonably required by Contractor to perform under this Contract.

MCSO will provide, on request, liaison and coordination with units of the MCSO.

Support by MCSO contractors, common carriers, and government agencies will be provided as may be reasonably required for the efficient completion of the System. These will be coordinated through the MCSO Project Manager or designee.

MCSO will provide their best efforts to respond, in writing, within fifteen (15) working days to all designs, specifications, planning documents and updates to all of those items delivered and designated as final and complete by Contractor. Failure of MCSO to complete any review and response action within a fixed time frame will not constitute “Deemed Acceptance” of the associated deliverable.

MCSO will endeavor to provide supporting information to aid in solution of any problems discovered during acceptance testing and warranty periods. MCSO and Contractor understand that the scope and schedule of services to be provided by Contractor under this Contract may depend upon the timely fulfillment of MCSO responsibilities.

5.31 Applicable Laws Governing Project

5.31.1 The laws of the State of Florida will govern the validity, construction and effect of this Contract. Jurisdiction and venue will be agreed to be in the appropriate courts in the County of Manatee, State of Florida. Should action be brought to enforce or interpret the provisions of the agreement, the prevailing party will be entitled to attorney’s fees in addition to whatever other relief is granted. To the extent that a provision of the contract is contrary to the State Constitution or laws of Florida, or of the United States, the provision will be void and unenforceable. However, the balance of the contract will remain in force between the parties.
5.31.2 Should any part, term, provision, clause, sentence or section of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining terms provision, clauses, sentences and sections will not be affected thereby. If, however, the clause determined to be invalid materially affects the performance of the parties, or materially impacts the parties’ expectations or positions with respect to the contract, the parties will negotiate in good faith to modify the Contract on some fashion so as to, as near as possible, place the parties in the same position they were in, vis-a-vis their intent, performance expectations, and economic position. If, after such good faith negotiations, no modifications are reached, then either party may terminate the Contract.

5.31.3 In the event of any litigation which arises out of, pertains to, or relates to this Agreement, or the breach thereof, or the standard of performance therein required, the prevailing party will be entitled to recover a reasonable attorney’s fee from the non-prevailing party, subject to the limits of this paragraph. Where the prevailing party is awarded compensatory damages from the non-prevailing party, the amount of attorney’s fees will not exceed the amount of compensatory damages (it being the intent that no attorney’s fee will be recoverable by a prevailing party in the absence of an award of compensatory damages). If no compensatory damages are awarded, the prevailing party is entitled to a reasonable attorney’s fee for the defense of the non-prevailing party’s claim, which will not exceed the amount of the Agreement as adjusted by change orders as are approved by the parties. All claims, counterclaims, disputes and other matters in question between MCSO and Contractor arising out of, relating to, or pertaining to this Agreement, or the breach thereof, or the services thereof, or the standard of performance therein required, will be determined by litigation in the Circuit Court of the 12th Judicial Circuit in and for Manatee County, Florida, or the Federal District Court of the Middle District of Florida and appropriate appellate courts for such venue and jurisdiction.

5.31.4 To any extent that the Contractor may be acting as an “agent” and/or contractor on behalf of MCSO, the Sheriff expects and the Contractor represents that the Contractor will fully comply with all Federal, State, and Local laws applicable to and specifically those covering Equal Opportunity Employment, American Disabilities Act (ADA), 42 U.S.C. 12101, et seq., and South Florida Building Code. The Sheriff of Manatee County reserves the right to verify Contractor’s compliance with the various laws. Failure to comply with any laws will be grounds for termination of the Contract.

5.32 **EXHIBIT A. STATEMENT OF WORK (SOW)**

5.32.1 Technical Requirements

The objective of this solicitation is to obtain the systems, technologies and implementation and support services of a qualified Contractor to accomplish the design, delivery and implementation of a new and modern Automated Fingerprint Identification System (AFIS) system that will replace the existing MCSO AFIS to provide enhanced efficiency and effectiveness of MCSO identification services. The detailed technical requirements for the new AFIS system and the associated implementation and support services are provide in the AFIS Requirements Specification document, which is included by reference in the RFP as Exhibit A-1.
The AFIS Requirements Specification provides a detailed specification of technical requirements for the new AFIS system, including standards compliance, functional, operational, capacity, performance, and availability requirements. MCSO is seeking a Contractor with operationally proven, in-use (non-developmental) AFIS technologies that can be demonstrated to meet or exceed all of the technical capability and performance requirements of the MCSO AFIS Requirements Specification. Prior to selection, the successful Proposer must prove the compliance of their proposed system with the detailed functional and performance requirements of MCSO AFIS Requirements Specification through specific references to operational installations and with reference-site demonstration tests as deemed appropriate by MCSO.

5.32.2 Implementation Requirements

Implementation Services

The awarded Contractor will deliver comprehensive management and technical services associated with the implementation of the system, including:

- Project Management
- Data Conversion and Loading
- Training
- Operations Support and Maintenance

In addition to the description of technical requirements for the system, the MCSO AFIS Requirements Specification provides a detailed specification of implementation services requirements.

Prior to selection, the successful Proposer must demonstrate a record of system delivery performance through system references, with an exemplary record timeliness and quality of implementation, operations and support services for all delivered systems.

Timelines and Milestone Delivery Deadlines

A primary goal of the AFIS Project is to complete the design, implementation and installation of the system and achieve full production operations as soon as technically feasible. Proposers must propose a success-oriented plan and schedule that is guaranteed to accomplish the implementation and delivery of an operational system in accordance with the proposed technical capabilities for the new system. The Master Implementation Schedule included in the proposed system implementation plan must reflect the guaranteed schedule under which the Contractor will implement and deliver the system and achieve complete transition to production operations. Proposers have full latitude in specification of the phasing and duration of the implementation activities and in scheduling implementation and deliverable milestones to best accomplish the Project objectives. Once the awarded Contractor’s proposed project plan is accepted by MCSO, failure to achieve the plan milestones will be subject to performance penalties.

5.32.3 Roles & Responsibilities

Contractor Responsibilities
The Contractor shall design, implement, deliver, and install an Automated Fingerprint Identification System (AFIS) in accordance with the detailed technical requirements specified in the AFIS Requirements Specification document incorporated by reference into this Agreement. The Contractor shall provide professional implementation and support services to accomplish the design, implementation and delivery of the new AFIS system, in accordance with the detailed implementation services requirements specified in the AFIS Requirements Specification document and in accordance with the accepted Project Plan and Delivery Schedule. These services include:

a. Project management.

b. System design, development, integration, delivery, installation, acceptance testing and migration of the system into full production operations.

c. Data conversion and database loading of existing fingerprint, latent, palm print and mugshot records.

d. Comprehensive on-site training for managers, administrators, users, and support personnel.

e. Establishment and provision of comprehensive on-going operations and maintenance support services through the initial warranty period and any extension thereof.

**MCSO Responsibilities**

*MCSO is* responsible for administrative and technical oversight and monitoring of all aspects of the Contractor’s implementation services delivery to ensure compliance with required milestone delivery schedules and to ensure the quality and completeness of the Contractor’s work products.

*MCSO is* responsible for facilitating the Contractor in the performance of the Contractor’s responsibilities and for providing:

a. Information regarding the current operations and workflows that must be preserved in the new system;

b. Information related to the technical infrastructure of the AFIS environment, including communications networks and external systems interfaces, and technical assistance for the installation and integration of the new AFIS systems into MCSO technical infrastructure environments;

c. Information and guidance related to applicable MCSO, State and Federal regulations, policies, procedures and standards;

d. Coordination of access to MCSO facilities and provision of support as necessary for planning and accomplishing system installation, testing and support;

e. Access to data records, data repositories, and associated information as necessary to accomplish the data conversion and database loading requirements.

*MCSO is* responsible for monitoring and assessment of the AFIS system implementation activities and for pre-delivery acceptance testing and final acceptance testing of the system to ensure that the delivered AFIS system and associated system documentation satisfy all contractual requirements as set forth in the AFIS Requirements Specification, and that all product updates and enhancements released after award of the contract are included in the delivered configuration.
SECTION 6: STANDARD FORMS

1. **Manatee County Sheriff’s Office Request to Add a New Vendor**: Please complete and include in the Cost and Contract Volume of your original proposal submission.

2. **Manatee County Sheriff’s Office Drug Free Work Place Certification**: Please complete and include in the Cost and Contract Volume of your original proposal submission.

3. **Manatee County Sheriff’s Office Public Contracting and Environmental Crimes Certification**: Please complete and include in the Cost and Contract Volume of your original proposal submission.
MANATEE COUNTY SHERIFF’S OFFICE
PURCHASING
REQUEST TO ADD NEW VENDOR
(PLEASE PRINT)

VENDOR NAME: ________________________________

ADDRESS: ____________________________________

____________________________________________

REMIT TO ADDRESS (if different): ______________________________

____________________________________________

TELEPHONE #: ________________________________

FAX #: ________________________________

CONTACT INFO: ________________________________

E-MAIL: ________________________________

1099? □ YES □ NO IF YES, TIN/SSN #: ________________________________

AFFILIATION CODE: (see below) ________________________________

AUTO
EMPLOYEE
GOVT.
OFFICE
SCHOOL

AVIATION
FARM
HOTEL
ORG
SOFTWARE

COMPUTER
FOOD VEND
INSURANCE
PROF SERV
SUPPLY

CONSTRUCTION
FURNITURE
LEGAL
PUBLISH
VOC

CONTRACT
GEN SUPPLY
MARINE
RENTALS

REQUESTOR: ________________________________ DATE: ________________________________

APPROVED: ________________________________ DATE: ________________________________

NEW VENDOR #: ________________________________

MCSO FM 09-052
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:

_________________________________________ 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 will provide a drug free work place by:

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

(i) the dangers of drug abuse in the work place;

(ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;

(iii) any available drug counseling, rehabilitation and employee assistance programs; and

(iv) the penalties that may be imposed upon employees for drug abuse violations.

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

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

(i) abide by the terms of the statement; and

(ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.
(4) Notifying the 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.

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

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

I UNDERSTAND THAT 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 work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place.

______________________________
(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)

MCSD FM 09-552
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 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 entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

MCOSO FM 69-052
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.

MCSO FM 09-052