REQUEST FOR PROPOSALS (RFP-2017-18-001-HELICOPTER)

DATE: May 19, 2017
TO: Helicopter Manufacturers
FROM: Bid Coordinator, Manatee County Sheriff’s Office

The Manatee County Sheriff’s Office, a political subdivision of the State of Florida (hereinafter “Sheriff’s Office” or “MCSO”) is inviting sealed proposals from vendors authorized to do business in the State of Florida. We anticipate awarding a contract under RFP-2017-18-01-HELICOPTER for the purchase and delivery of a fully equipped, light-medium aircraft that will accommodate the pilot, co-pilot and five to six passengers with the capacity to carry cargo needed in emergency/disaster situations.

This will be a competitively negotiated procurement. MCSO reserves the right to award a contract to the Proposing Vendor submitting the proposal determined to be most advantageous and in the best interest the Manatee County Sheriff’s Office, price and other factors considered. The initial contract period will cover the design, manufacture and delivery of the fully equipped helicopter, followed by a three-year/2,000 hour warranty period, followed by an optional annual maintenance period or multi-year extended warranty period. Vendors must be able to provide a minimum of three references, at least two of which are currently operating vendor’s helicopter comparable to MCSO’s requirements in U.S. law enforcement missions.

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

With the consent and agreement of the successful proposer, other governmental agencies within the State of Florida, may access the agreement resulting from this solicitation issued and administrated by the Sheriff’s Office to make purchases. Such purchases shall be governed by the same terms and conditions stated in the solicitation. Proposers shall note exceptions to such access in any proposal submitted, if there are any.

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

RFP Released May 19, 2017
Vendor Clarification Period / Questions Due May 26, 2017 – 4:00 p.m.
Closing / Proposal Due Date (Operations Center) June 2, 2017 – 12:00 p.m.
Proposal Opening (Operations Center) June 2, 2017 – 2:00 p.m.
Tentative Plan for Shortlisted Vendor Interviews July 17, 2017- July 21, 2017
Notice of Intent to Award TBD - Estimated by August 1, 2017

Proposals are due by 12:00 p.m. on June 2, 2017. Proposals received after this date and time will be rejected. Proposals will be opened publicly at 2:00 p.m. on that day. They will NOT be evaluated at the time of opening.

FOR INFORMATION RELATED TO THIS REQUEST FOR PROPOSALS DIRECT QUESTIONS IN WRITING TO:
Bid Coordinator, via email: Bids@ManateeSheriff.com or via regular mail at this address:
Fiscal Section, Bid Coordinator
ATTN: RFP-2017-18-001-HELICOPTER
Manatee County Sheriff’s Office
600 301 BLVD W, Suite 202
Bradenton, FL 34205 -7953

All inquiries, with responses, will be made available to all proposers on an equal basis without prejudice. Important note: A prohibition of Lobbying has been enacted. Please review paragraph E.26 carefully to avoid violation and possible sanctions.

AUTHORIZED FOR RELEASE: May 19, 2017 with all documents available at www.manateesheriff.com
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A.1 GENERAL OVERVIEW
Manatee County is located on the west coast of Florida, south of the Tampa/St. Petersburg area, and is home to approximately 350,000 residents. The Sheriff is elected to serve a minimum of 265,034 citizens who live in the unincorporated areas of the county, with service to the county as a whole. With state and national accreditations, the Manatee County Sheriff’s Office has about 1,200 employees, making it one of the largest agencies in the nation. Close to 59% of the workforce is comprised of certified patrol deputies and/or corrections deputies. These frontline deputies are supported by civilians who make up the remaining 41% of the workforce. Employee demographics demonstrate the Sheriff’s commitment to building a diverse team to serve the county.

The Sheriff’s Office Operations Center is located at 600 301 Boulevard West near DeSoto Square Mall. This location is the center of business operations; however the Aviation Unit operates out of Dolphin Aviation located at the Sarasota Bradenton International Airport.

A.2 NEED
The Manatee County Sheriff’s Office (MCSO) needs to purchase a factory-new helicopter with zero time and no previous owner. The helicopter must be equipped to handle the law enforcement mission of MCSO and key services the agency may be called on to provide in the event of emergencies/disaster situations. Award is anticipated to be by August 1, 2017.

The successful proposer shall meet the Requirements in Attachments A and C and those outlined herein. Furthermore, the successful proposer is expected to fulfill all obligations under the resulting contract in accordance with generally accepted professional standards, providing MCSO with the best possible equipment and service within the proposer’s authority and capacity. The scope of work will include but may not be limited to the descriptions that follow.

A.3 HELICOPTER
The scope of the contract will include:
1. Purchase of a “green” helicopter meeting the specifications included in the RFP. (MCSO reserves the right to modify the specifications prior to contract execution.)
2. Equipping the helicopter with equipment specified in the content of this RFP, to include equipment specified by and/or purchased by MCSO, with vendor-provisioned cables/materials necessary. MCSO reserves the right to supply equipment and have the manufacturer install with vendor provisions. Vendors will be asked to quote pricing both ways. A Completion Center of MCSO’s choosing will be used.
3. Provision of associated support services including:
   ▪ Commercial–equivalent training for (3) helicopter pilots to include classroom and simulator training, and a minimum of (5) hours of flight time in a helicopter model (to be provided by the Contracted Vendor) equivalent to the one purchased by MCSO.
   ▪ Training for (1) mechanic on the helicopter model purchased by MCSO.
   ▪ Comprehensive and maintenance support services through the warranty period.

The selected vendor will be required to prepare a Scope of Work (SOW) to be incorporated into the contract. SOW will include detail of the criteria included in B.3, Tabs 2-5 of this RFP.
A.4 TECHNICAL SPECIFICATIONS REQUIREMENTS
Attachment A to this Request for Proposals includes the technical specifications that MCSO has determined are required for the helicopter. Vendors are required to review the Specifications Tab in Attachment A and respond to each requirement. The Sheriff’s Office reserves the right to amend these requirements in the event that it is determined that new factors should be included.

MCSO also requires the following information to be used in the selection process:
1. Time Before Overhaul (TBO) for parts
2. Inspections Requiring Disassembly of Parts

There are documents related to both of these included as tabbed worksheets in Attachment A. Both forms must be completed and submitted as part of the Vendor’s Proposal.

In addition, when proposed hardware or equipment is intended to be purchased by the Contractor, MCSO will accept only new equipment. Used and/or re-manufactured equipment will not be accepted. MCSO reserves the right to purchase hardware / equipment independently from any source. If applicable, proposals must provide detailed specifications to allow MCSO to purchase hardware that meets Helicopter manufacturer requirements for installation in the proposed model.

As part of Contract requirements (See Attachment C), the selected Vendor shall organize coordinate and conduct a review of the specifications with MCSO and agree upon a final Technical Specifications Requirements and all equipment requirements within thirty days of contract execution. This document will be used to create a Helicopter Design Document to become part of the Project Plan complete with deliverables.

A.5 MAINTENANCE AND SUPPORT
1. The initial contract period will cover manufacture, delivery and training.
2. Following acceptance and delivery of the helicopter, a 3 year/2,000 hour (whichever comes first) warranty period shall begin.
3. MCSO requires an option for an additional annual maintenance period and/or multi-year extended warranty.
SECTION B: FORM OF PROPOSAL

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. Proposal information shall be organized in two (2) separate binders:

- Management and Requirements Proposal
- Contract and Cost Proposal

The requirements for organizing each binder and packing the binders for shipping are included below:

B.1 PACKING AND SHIPPING THE PROPOSAL

All proposals must be executed and submitted in two sealed packages:

Package 1

This package shall contain one (1) complete set of the Original Proposal Documents to include:

1. A copy of the Management and Requirements Proposal, stamped or labeled “Original Copy,” bound in a three-ring binder containing original, and including original signed copies of all forms included in RFP Section F.
3. Four (4) additional copies of the Contract and Cost Proposal binder.
4. One copy of a CD-ROM, DVD or flash drive containing a complete electronic version of each of the proposal binders and all supporting documentation, in both the original form (MS Word or MS Excel) and the final form (Adobe PDF).

Package 2

This package shall contain eight (8) copies of the Management and Requirements Proposal. Each shall be individually bound in a 3-ring binder. Each copy shall be labeled in number sequence, e.g. “1 of 8,” “2 of 8” and so on.

Packages 1 and 2 must be sealed as two separate packages, but the separate packages may be shipped in a single shipping box or in two separate shipping boxes as desired by the Vendor. The shipping box(es) and each sealed package must be clearly marked “1 of 2” and “2 of 2” and include the Vendor’s name. It should be addressed as follows and delivered to:

Manatee County Sheriff’s Office
ATTN: RFP-2017-18-001-HELICOPTER
600 301 Blvd West, Suite 202
Bradenton, Florida 34205-7953

All proposals must be received by 12:00 PM Eastern Daylight Time on June 2, 2017. Proposals that are not received by that date and time shall be returned unopened.

Content and organization of each of the proposal binders is specified in the following paragraphs.

B.2 CONTRACT AND COST PROPOSAL
In order to insure uniformity, all proposals must be submitted using the forms provided in the RFP and/or related documents. Documents requiring a signature must be signed by an authorized representative of the company who has authority to submit the proposal on the company’s behalf. Proposals not submitted in accordance with the terms, conditions, specifications, and other instructions contained herein may be subject to rejection.

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

**TAB 1: FORMS**

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

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. It shall:
   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. **Proposal Checklist**
   A checklist is included in Section F of this Request for Proposals. Check each item included and insert the form in the proposal.

3. **Document Acknowledgement Form**

4. **Reference Forms – (Three are required. See RFP Section F for form.)**

5. **New Vendor Request**

6. **Drug Free Workplace Certification**

7. **Public Contracting and Environmental Crimes Certification**

Forms are included in Section F of this RFP. New Vendor Form package is available in fillable format on the Purchasing Page at [www.manateesheriff.com](http://www.manateesheriff.com).

**TAB 2: CONTRACT TERMS AND CONDITIONS**

The MCSO’s Standard Agreement terms and conditions are set forth in Attachment C, included as part of this RFP. Proposers must indicate either acceptance or rejection of the proposed Standard Agreement and insurance requirements, including insurance terms. Proposing Vendors 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:

1. 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
2. that the Proposer cannot unconditionally accept the terms and conditions of the standard contract and special terms and conditions.

3. 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.

4. 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.

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 and at its sole discretion, conclude that exceptions are so numerous and/or material as to make Proposer’s response to the solicitation unacceptable.

**TAB 3: PROPOSER’S TERMS AND CONDITIONS**

In this section of the Proposal, Vendors shall include any additional terms and conditions that they deem necessary to incorporate in the Contract, including, for example, the Proposer’s software licensing agreements.

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. (Note that this caution especially applies to the “fine print” in any licensing agreement.)

**TAB 4: COST PROPOSAL**

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

1. **Cost Proposal Table**
   
   The Cost Proposal Table shall provide a proposed price for each of the major components and services, and the total cost for delivery of the mission-ready helicopter:

   Please complete the Cost Proposal Table (Attachment B) provided with the RFP documents found on MCSO’s website. Add additional lines as may be necessary to provide additional information related to your proposal.
2. **Bill of Materials**
   Proposer shall provide an itemized Bill of Materials itemizing all equipment and software included in the proposal. The list shall be organized by subsystem, or 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 equal the costs shown in the Cost Proposal Table. Please note that a separate Bill of Materials without pricing is to be included in the Management and Requirements Binder.

3. **Manufacture and Completion Cost**
   Proposer shall provide cost details for any activity necessary to get the aircraft mission-ready.

4. **Equipment Detail**
   Proposer shall provide cost details for provision and installation of equipment required to meet the specifications and also for customized equipment provided by the MCSO. (See Attachment A.) The cost detail provided must identify the quantity, unit price and total price.

5. **Training Cost Detail**
   Proposer shall provide the cost details that may be required to provide Training.

6. **Maintenance Cost Detail**
   Proposer shall provide the cost details for providing Maintenance and Support in accordance with Section 4 of the Technical Specifications Requirements. The cost detail provided must identify the total maintenance cost for each applicable item in the Bill of Materials. Items not covered under the maintenance agreement should be identified as such. The detailed costs must roll up to the costs shown in the Price Summary Table.

   Cost for maintenance should be calculated and reported in the time segments requested on the Cost Proposal Table (Attachment B).

   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.

**TAB 5: VENDOR QUALIFICATIONS**

This section requires a description of the Proposer’s ability to deliver the product and services for MCSO’s mission as outlined in the RFP documents. This section is intended for use by Administration/Command Staff, therefore information provided shall be concise and to the point. It is important for Proposing Vendor to detail company’s experience with law enforcement and services that can be provided to meet the unique circumstances common to law enforcement missions, as MCSO requires that a qualified vendor have experience providing helicopters to law enforcement entities in the United States.

1. **Executive Summary:**
   The Executive Summary shall be limited to a maximum of 5 pages and must not contain any cost or pricing information. (The Executive Summary should be sufficient to describe the
vendor’s proposal without any other documentation provided.) It shall include the following:

a. Brief overview of the Proposing Vendor’s qualifications
b. Include, as applicable, specific detail, manufacturer design and/or qualifications and experience that support the proposed equipment and/or approach to meeting MCSO’s requirements. Indicate company background and experience working with law enforcement agencies in the United States.
c. Description of the product and accompanying manuals/documentation
d. Detail of how the Vendor will work with the MCSO through the process of design, manufacture and delivery of the helicopter and a description of the training that will be conducted.
e. Proposed maintenance and warranty structure

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

   a. A copy of the most recent audited financial statements
   b. A document evidencing bonding or application for bonding, as applicable
   c. Current tax documents evidencing legal status (i.e., for profit or nonprofit corporation, partnership) and federal tax identification number
   d. Documents evidencing current insurance coverage meeting or exceeding the insurance requirements listed in Attachment C of this RFP
   e. Documentation evidencing current registration to do business in the State of Florida
   f. A list of any experiences in the past five years when your company, or a related company, partners, or officers of your corporation failed to complete a contract or faced legal action of any kind
   g. A list of any patent and or licensing infringement claims
   h. Copies and detailed explanations of any informal and formal complaints or proceedings involving the company with the FAA and/or FCC and all Public Service Commissions in the states where the company is conducting business

B.3 MANAGEMENT AND REQUIREMENTS PROPOSAL

The Management and Requirements of the proposal response shall be submitted in a three-ring binder, labeled “Management and Requirements” and it shall have the RFP #, Proposer Name, and the inventory number of the copy (e.g., Copy 1 of 8) included on the cover. The Management and Requirements Binder must present company experience and qualifications and address the project management and services offered by the vendor. It shall also include the Vendor’s response to the technical specifications included in the RFP. The Management and Requirements Binder shall be organized and tabbed with the content as indicated below:

TAB 1: VENDOR’S ORGANIZATIONAL OVERVIEW

The Vendor’s Organizational Overview shall be limited to a maximum of 10 pages and must not contain any cost or pricing information. It shall include the following:

1. Corporate Qualifications:
   Describe and provide supporting evidence of company’s qualifications
2. Company Background/Experience:
Provide detail of background. Include specific experience of supplying helicopters for law enforcement agencies in the United States and company understanding of the law enforcement mission.

3. **Key Personnel:**
   Provide the names of all key personnel who will be involved in the project and describe the experience and qualifications for each one.

4. **Key Personnel for Subcontractors:**
   Provide applicable background and experience information for each proposed subcontractor (if any) to demonstrate the subcontractor’s qualifications to perform a specifically designated portion of the project. This would include a Completion Center if applicable.

5. **Financial Statement:**
   Insert copies of the most recent audited financial statements.

**TAB 2: DESCRIPTION OF SERVICES**

Proposers shall include a narrative overview describing the proposed product, including information that indicates an understanding of MCSO mission objectives and requirements presented in this RFP, particularly Section A and Attachment A. Include the following:

1. **General Specification Requirements**
   a. A description and illustration of the helicopter design being proposed and the key elements that address the MCSO’s mission objectives.
   b. A detailed description of the way Proposer will satisfy the General Specification Requirements in Section 1 of the Technical Specifications document (Attachment A). Please reference the specification number from the Technical Requirements Specification document for each item described.

2. **Engine and Performance Specification Requirements**
   a. A detailed identification and description of the engine proposed. Provide diagrams and/or illustrations as may be required.
   b. Describe how the Engine and Performance Requirements in Section 2 of the Technical Specifications document (Attachment A) will be satisfied. Please reference the specification number from the Technical Requirements Specification document for each item described.

3. **Equipment Specification Requirements (Both Standard and Optional)**
   a. A description of the proposed components that meet MCSO’s requirements for the structure of the helicopter. Please reference the specification number from the Technical Requirements Specification (Attachment A) document for each item described.
   b. A description of performance capabilities of the equipment proposed to meet MCSO’s requirements. Please reference the specification number from Attachment A for each item described.
   c. A description of all diagnostic systems and monitoring capabilities included in the proposal. Please reference the specification number from Attachment A for each item described.

4. **Inspections, Testing and Delivery Specification Requirements**
a. A description of the proposed plan for helicopter inspection, testing and delivery to meet MCSO’s requirements. Please reference the specification number from the Technical Requirements Specification document for each item described.

b. Maintenance and Service and Warranty Requirements (See Attachments A and C)

c. A description of the proposed service and warranty plan and the maintenance schedule required for the proposed helicopter and equipment. Please reference the specification number from Attachment A for each item described.

**TAB 3: PROJECT MANAGEMENT AND SERVICE**

In this Section, Proposers shall provide detail of the Vendor’s proposed method of Project Management and Proposed Warranty and Service plan. MCSO’s specifications for warranty and maintenance (Sections 4 and 5 of the Technical Requirements Specifications in Attachment A) should be addressed. This TAB shall be ordered as follows:

1. **Project Management**
   - Include description of planning, design and manufacture to include both MCSO / Vendor responsibilities

2. **Detail of Completion Center Activities**

3. **Documents and Training**

4. **Inspection, Testing and Delivery/Acceptance**

5. **Maintenance, Service and Warranty Requirements**

**TAB 4: PROJECT SCHEDULE**

In this Section, Proposing Vendors shall provide a chart outlining the proposed timeline to deliver the specified flight-ready helicopter from date of contract execution. All project activities shall be listed and detailed to include:

1. **Planning and Design**
2. **Manufacture**
3. **Completion Center activities**
4. **Training**
5. **Inspection, acceptance and delivery**

Deliverables and milestones should be identified tasks. Proposed solutions to resolve any project delays shall be included, as well as recommended times on-site visits/inspections by MCSO personnel during manufacture and completion. (Note; MCSO reserves the right to visit/inspect the helicopter during any and all phases of manufacture and completion.)

**TAB 5: TRAINING**

Describe the training offered for agency pilots and the mechanic.

**TAB 6: WARRANTY INFORMATION**

Outline the warranty offered and the maintenance schedule required for the proposed helicopter and equipment. Reference Attachment A to ensure all requirements are addressed.

**TAB 7: COMPLETE BILL OF MATERIALS**

Provide a Bill of Materials using Microsoft Excel with detail of components and descriptions offered. (Do not include pricing on this form.) The form provided in Attachment B can be used; however pricing should not be included for this location in the Proposal.

**TAB 8: COMPLETED FORMS FROM ATTACHMENT A**
Insert completed forms /worksheets that are provided in the Excel format in Attachment A. Vendor must provide accurate information on both forms, as this information will be included in the evaluation of proposals. Proposers are cautioned that inaccurate information supplied will receive a negative evaluation and may result in elimination of the proposal from further consideration. In the event that this information is found to be inaccurate after contract execution, MCSO may deem the contract null and void.

Include the following:

1. **Technical Specification Requirements Form**
   Provide a direct response to each specification listed. Place an “x” in the Yes column if the specification is met and in the No column if the requirement is not met. Indicate the manufacturer and model number if applicable. Provide the requested data/information in the comment line, if applicable. Detailed descriptions of any negative response or exception should be provided in the Related Data/Comment column. All highlighted cells should have a Vendor response.

2. **TBO Times Form**
   In this section, Vendor will insert the completed worksheet tabbed “TBO Part Information” (TBO).

3. **Inspections Requiring Disassembly of Parts**
   In this section, Vendor will insert the completed worksheet tabbed “Inspection Times” in Attachment A.

**TAB 9: NARRATIVE OF DEVIATIONS AND EXCEPTIONS**
In this section, the Vendor must list and describe all deviations from and/or exceptions to any RFP requirements with which the Vendor’s proposal does not fully comply, including the requirements imposed by the RFP’s General Terms and Provisions and the Special Provisions. List the RFP requirement including reference and page number from the RFP. Then provide a description of the deviation from and/or the exception to that requirement.

**TAB 10: PRODUCT LITERATURE**
Standard product literature, data sheets and other pertinent technical information for standard products, additional Vendor-supplied components and 3rd party components proposed for inclusion in the purchase shall be included in this appendix to the technical proposal. Including appropriate product information for any proposed component may promote better understanding of that component or capability, and therefore impact the evaluation score.

**SECTION C: SELECTION**
The Sheriff’s Office reserves the right to make such investigation and solicit additional information or submittals as it deems necessary to determine the ability of any Proposer to full the requirements set forth in this Request for Proposals:

C.1 **EVALUATION FACTORS AND RELATIVE IMPORTANCE OF EACH**
Evaluation factors include:
1. Cost – 55%
2. References and Qualifications – 10%
3. General Specifications – 5%
4. Engine and Performance – 10%
5. Equipment – 5%
6. Inspections, Testing and Delivery – 5%
7. Maintenance, Service and Warranty – 10%

Consideration will be given to the proposal(s) which will overall best meet the needs of the Manatee County Sheriff’s Office as determined from the responses to this Request for Proposals and subsequent investigation by the Sheriff’s Office.

C.2 EVALUATION OF PROPOSALS AND PROPOSERS
Further review shall be conducted with responsible Proposers who may be reasonably perceived as being selected for award. The purpose of the review will be to clarify and/or assure full understanding of and conformance to the solicitation requirements and the abilities and responsiveness of the Proposer to the requirements of the RFP. Firms responding to this RFP shall be available for interviews/product demonstration upon notification from the Bid Coordinator at a time and date determined by the Sheriff’s Office, if so requested. The estimated timeframe for those interviews is indicated on the first page of the RFP.

C.3 SELECTION
Each response to this Request for Proposals will be evaluated based on the overall competence conveyed via the proposal. The Proposer whose ability and proposal is determined to be the most advantageous to the Sheriff’s Office shall be recommended to the Sheriff for authorization to negotiate an agreement for the stated Scope of Work. Pricing may be a criterion; however the Sheriff’s Office is under no obligation to select the proposal that demonstrates the lowest pricing when taking into account all evaluation criteria.

C.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.

SECTION D: NEGOTIATION OF AGREEMENT

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

D.2 AGREEMENT
The selected Proposer shall be required to negotiate a formal agreement, in a form acceptable to MCSO (See Attachment C for Contract Terms). MCSO will be presented the negotiated agreement as the best and final offer for consideration of award and execution. The Sheriff shall determine if award of the agreement is to be: a) considered; b) rejected with direction for further negotiations; c) rejected with negotiations terminated; or d) accepted.
SECTION E: GENERAL CONDITIONS AND SPECIAL CONDITIONS

Proposers must comply with the following instructions to be considered for the negotiation process.

GENERAL CONDITIONS

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

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

E.3 INQUIRES
For information related to this Request for Proposals, please contact the Bid Coordinator, in writing via email or regular mail using the addresses below and reference the proposal number in your correspondence.

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

Responses will be provided by the Bid Coordinator who will confer with subject matter personnel related to content of the inquiry. The Sheriff’s Office will endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date.

E.4 PROPOSAL FORM DELIVERY REQUIREMENTS
Any proposals received after the stated time and date will not be considered. It shall be the sole responsibility of the Proposer to have the proposal delivered to the Manatee County Sheriff’s Office Purchasing Office for receipt on or before the stated time and date. If a proposal is sent by U.S. Mail, the Proposer shall be responsible for its timely delivery to the Purchasing Office. Proposals delayed by any carrier shall not be considered.

E.5 CLARIFICATION & ADDENDA
Each Proposer shall examine all documents associated with this Request for Proposals and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Proposals shall be made in writing through the Manatee County Sheriff’s Office Bid Coordinator by the deadline indicated on the front page of the RFP. The Sheriff’s Office shall not be responsible for oral interpretations given by any Sheriff’s Office employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda related to this Request for Proposal are issued, the Sheriff’s Office will provide the information on the Sheriff’s Office website www.manateesheriff.com. Proposers should check the website before responding to this Request for Proposals.

E.6 SEALED & MARKED
Originals, the required number of hard copies and a digital copy of all documents must be prepared as indicated in the content of this solicitation. All copies must be submitted one (or more) sealed package(s) clearly marked on
the outside with the proposal number and addressed to:

Fiscal Section, Bid Coordinator
Manatee County Sheriff’s Office
600 301 Blvd West, Suite 202
Bradenton, FL 34205

E.7 LEGAL NAME
Proposals shall clearly indicate the legal name, address and telephone number of the Proposer (company, firm, partnership, or individual) on the Proposal Signature form. Proposals shall be signed below the typed or printed representative name and title of the signer. The signer shall have the authority to bind the Proposer to the submitted proposal.

E.8 PROPOSAL EXPENSES
All expenses for submitting proposals to the Sheriff’s Office are to be borne by the Proposer.

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

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

E.11 VENDOR DISCLOSURE
In accordance with Florida Statute 119.0701, vendors who contract with government entities to provide services are responsible to keep and maintain public records required by the public agency to perform the service and disclose such records as required by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Sharon Chasteen
Sharon.Chasteen@ManateeSheriff.com
941.747.3011
600 301 Blvd W, Suite 202
Bradenton, FL 34205-7953

E.12 UNDERWRITERS LABORATORIES
Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.

E.13 PRICES, TERMS AND PAYMENT
Firm prices shall be quoted, typed or printed in ink and shall include all packaging, handling, shipping charges and delivery to the destination shown herein.

E.14 BEST PRICING
During the Contract terms, if the Sheriff’s Office becomes aware of better pricing offered by the Proposer for substantially the same product outside the Contract, but upon the same or similar terms of the Contract, then, at the discretion of the Sheriff, the price under the Contract shall be immediately reduced to the lower price.

E.15 ORDERING
The Sheriff’s Office reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs.

E.16 PURCHASES BY OTHER ENTITIES
With the consent and agreement of the successful Proposer, purchases and/or leases may be made under this bid by other government agencies in the State of Florida. Such purchases shall be governed by the same terms and conditions stated in the bid/proposal solicitation. Each entity will establish its own contract with the successful Proposer, place its own orders, be invoiced directly and make its own payments to the successful Proposer in accordance with the contract negotiated between the government entity and the successful Proposer. The Sheriff’s Office will not be a legally bound party to any contractual agreement made between a successful firm and any other entity who may make a piggyback purchase.

**E.17 RESERVED RIGHTS**
The Sheriff’s Office reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received by the first submission date may or may not be rejected by the Sheriff’s Office, depending on available competition and timely needs of the Sheriff’s Office. The Sheriff’s Office reserves the right to award the contract to a responsible Proposer submitting a responsive proposal, with a resulting negotiated agreement which is most advantageous and in the best interests of the Sheriff’s Office. The Sheriff’s Office shall be the sole judge of the proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the Sheriff’s Office reserves the right to make such investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Information the Sheriff’s Office deems necessary to make this determination shall be provided by the Proposer. Such information may include, but shall not be limited to: current audited financial statements prepared by an independent CPA; verification of availability of equipment and personnel; and past performance records.

**E.18 APPLICABLE LAWS**
Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of the Sheriff’s Office will apply to any resulting agreement.

**E.19 PROTEST**
Any proposer who decides to protest the Sheriff’s decision or intended decision regarding award for solicitation shall file, in writing, with the Sheriff’s Office a notice of protest. The notice of protest shall be filed within seventy-two hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. In the event that a protest is filed, the provisions of Florida Statute 120.57(3) shall apply.

**E.20 CODE OF ETHICS**
With respect to this proposal, if any Proposer violates or is a party to a violation of the Code of Ethics of Manatee County or Manatee County Sheriff’s Office per Manatee County’s Purchasing Ordinance 2-26, Article V., Ethics in Public Contracting, and/or the State of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work or for goods or services for the Manatee County Sheriff’s Office. A copy of Purchasing Ordinance 2-26 is available for review on Manatee County’s website. A hard copy can be provided on request.
E.21 COLLUSION
By offering a submission to this Request for Proposals, the Proposer certifies that the Proposer has not divulged to, discussed or compared his proposal with other Proposers and has not colluded with any other Proposer or parties to this proposal whatsoever. Also, Proposer certifies, and in the case of a joint proposal, each party thereto certifies, as to their own organization that in connection with this proposal:

a. any prices and/or data submitted have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Proposer or with any competitor;

b. any prices and/or cost data quoted for this proposal have not been knowingly disclosed by the Proposer prior to the scheduled opening directly or indirectly to any competitor;

c. no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition;

d. the only person or persons interested in this proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into; and

e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees.

E.22 PROPOSAL FORMAT
Proposals must be submitted in a three-ring binder in the format specified in Section B within this document. Additional support information may be included, but should be inserted after the required content. Tabs are required to identify each item defined in Section B, Form of Proposal, thereby facilitating expedient review of all responses.

E.23 PUBLIC ENTITY CRIMES
In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

E.24 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES
In accordance with County Ordinance 2-26, the Sheriff’s Office adopted a policy prohibiting the award of Sheriff’s Office contracts to persons, business entities, or affiliates of business entities who have not submitted written certification to the Sheriff’s Office that they have not been convicted of bribery, attempted bribery, collusion, restraints of trade, price fixing, and violations of certain environmental laws. Public Contracting and Environmental Crimes Certification form is attached for this purpose. By nature of the business within the Sheriff’s Office, individuals working for the Proposer must be able to pass a background check to be admitted on premises if required.

E.25 DRUG FREE WORK PLACE
The Manatee County Sheriff’s Office has a policy regarding maintaining a Drug Free Work Place. Proposers are asked to describe their firm’s policy or program as it relates to
maintaining a drug free workplace. A Drug Free Work Place Certification is included with this proposal for this purpose. This response will be considered with the other criteria described herein.

**E.26 LOBBYING**

In accordance with FS 287.057, Respondents to this solicitation or persons acting on their behalf many not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays and state holidays, any employee or officer of the Manatee County Sheriff’s Office, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

**E.27 EQUAL EMPLOYMENT OPPORTUNITY**

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

**E.28 AMERICANS WITH DISABILITIES ACT**

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

**SPECIAL CONDITIONS**

**E.29 MAINTENANCE OF EQUIPMENT**

All equipment referenced under this proposal shall be warranted and maintained in accordance with the manufacturer’s specifications for three years/2000 hours, whichever comes first. The same shall apply to optional warranty/maintenance time included in the initial contract. Only those parts/supplies which meet such specifications shall be used.

**E.30 EXCLUSIVE OEM PARTS AND SUPPLIES**

Throughout this proposal, the successful firm shall exclusively quote manufacturer’s officially approved OEM parts and supplies for all equipment required. Any contract awarded as result of this RFP will also require OEM parts and supplies.
SECTION F: STANDARD FORMS

1. **Document Acknowledgement Form.** Please complete and include in the Cost and Contract Volume of your original proposal submission.

2. **Reference Form.** Please duplicate the form and complete for a minimum of three references. Two of the three must be from law enforcement agencies in the United States.

3. **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.

4. **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.

5. **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.
[Insert Vendor Name] acknowledges receipt of all documents related to RFP-2017-18-001-HELICOPTER as released by the Manatee County Sheriff’s Office.

Please place an “x” to the left of each of the documents received, and sign below.

<table>
<thead>
<tr>
<th>Document Description</th>
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<tbody>
<tr>
<td>RFP-2017-18-001-HELICOPTER</td>
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<tr>
<td>Technical Specifications (Attachment A)</td>
</tr>
<tr>
<td>TBO Parts/Times (Attachment A)</td>
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<tr>
<td>Inspections Requiring Tools (Attachment A)</td>
</tr>
<tr>
<td>Proposed Cost Worksheet (Attachment B)</td>
</tr>
<tr>
<td>Contract Conditions (Attachment C)</td>
</tr>
<tr>
<td>Document Acknowledgement Form (Section F)</td>
</tr>
<tr>
<td>Reference Form (Section F)</td>
</tr>
<tr>
<td>Request for New Vendor (Section F)</td>
</tr>
<tr>
<td>Public Contracting and Environmental Crimes (Section F)</td>
</tr>
<tr>
<td>Drug Free Workplace (Section F)</td>
</tr>
<tr>
<td>Addendum [Insert # and Date] (<a href="http://www.manateesheriff.com">www.manateesheriff.com</a>)</td>
</tr>
<tr>
<td>Addendum [Insert # and Date] (<a href="http://www.manateesheriff.com">www.manateesheriff.com</a>)</td>
</tr>
</tbody>
</table>

[List additional forms as may be required.]

Signature: ___________________________________________ Date: __________

Print Name: ___________________________________________
VENDOR NAME:

REFERENCE PROVIDED FOR RFP-2017-18-HELICOPTER

REFERENCE #:

<table>
<thead>
<tr>
<th>Agency/Company Name:</th>
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<th>Street Address:</th>
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<th>City and State:</th>
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<table>
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<tr>
<th>Contact Name:</th>
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</table>

**Note** *A minimum of three responsive references are required. Contact names and contact phone numbers must be active at your reference location and must be accessible to MCSO. Any contacts that cannot or will not provide a reference may result in the rejection of your proposal as non-responsive. At least two of the three references must be law enforcement agencies in the United States who are using helicopters provided by Vendor.*
MANATEE COUNTY SHERIFF’S OFFICE
REQUEST TO ADD NEW VENDOR

To be completed by requesting MCSO Department

(Please print)

REASON FOR NEW VENDOR:  
☐ Lower price (shipping included?)  ☐ Sole source  
☐ One time use  ☒ Other ________________________________

Employee requesting new vendor:  Captain Richard Gerken

Any relationship?  ☐ Yes  ☒ No  If yes, how? ________________________________

How did you learn about vendor?  
☐ Referral  ☐ Internet  ☒ Salesman  
☐ Family  ☐ Friend  ☐ Phone

IS THIS VENDOR REPLACING AN EXISTING VENDOR?  ☐ Yes  ☒ No

IF YES, VENDOR NAME: ______________________________________________

MCSO TERMS ARE NET 30 DAYS

VENDOR NAME: ______________________________________________

ADDRESS: _______________________________________________________

REMIT TO ADDRESS (if different): _____________________________________

TELEPHONE #: __________________ FAX #: __________________

CONTACT INFO: _________________________________________________

E-MAIL: _________________________________________________________

1099?  ☐ Yes  ☐ No  If yes, TIN / SSN #: _____________________________

CREDIT APPLICATION REQUIRED?  ☐ Yes  ☐ No

AFFILIATION CODE: (see below)_______________________________________

AUTO  AVIATION  COMPUTER  CONSTRUCTION  CONTRACT
EMPLOYEE  FARM  FOOD VEND  FURNITURE  GEN SUPPLY
GOVT.  HOTEL  INSURANCE  LEGAL  MARINE
OFFICE  ORG  PROF SERV  PUBLISH  RENTALS
SCHOOL  SOFTWARE  SUPPLY  VOC

REQUESTOR: ___________________________________ DATE: __________

PURCHASING APPROVAL: ______________________ DATE: __________

NEW VENDOR #: ____________________________________________

MCSO FM 09-052 (Rev 06/13)
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.

MCSO FM 09-052 (Rev 06/13)
(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 workplace through implementation of sections (1) through (5) stated above.

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

(1) Such person or entity has made false certification.

(2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6).

(3) Such a number of employees of such person or entity have been convicted of violations occurring in the workplace as to indicate that such person or entity has failed to make a good faith effort to provide a drug free workplace.

__________________________________________
(Signature)

STATE OF FLORIDA
COUNTY OF ______________________________________________

Sworn to and subscribed before me this ______ day of ________________, 20______ by
__________________________________________.

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

__________________________________________ My commission expires _____________________________
Notary Public Signature

__________________________________________
(Print, type or stamp Commissioned name of Notary Public)

MC30 FM 09-052 (Rev 06/13)
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 and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.
Any person or entity, who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the 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.