

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers
FROM/PHONE: Chris Kovanes, Programs Administrator (954) 797-1102
PREPARED BY: Chris Kovanes, Programs Administrator
SUBJECT: Resolution
AFFECTED DISTRICT: Townwide

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE BID AWARDED BY THE CITY OF SARASOTA, FLORIDA, Bid #02-09M, FOR THE PURCHASE OF A GLOBAL POSITIONING SYSTEM UNIT.

REPORT IN BRIEF: As part of the Five Year Capital Plan, Geographical Informational Systems Project (GIS) was one project that was approved. The course of this project entails utilizing a Global Positioning System (GPS) unit to specially mark various items for exact location. Some examples are catch basins, utility lines, manhole covers, drainage outfalls, etc. The Town is now involved with completing a large GIS project for Public Works and the Finance Department to comply with the GASB 34 (Governmental Accounting Standards Board *with* 34 changes since its origin). This project entails collecting data and placing value on each item. It is to the Town's benefit at this given time to not only collect the data but map it in our GIS system via a GPS unit. Other municipalities have been very successful with utilizing this type of technology to create overall efficiency.

The GPS unit staff is recommending to purchase must have an accuracy within one meter—engineering specification.

The City of Sarasota bid for a GPS unit is current for 2002.

PREVIOUS ACTIONS: GIS – 5 year Capital Project which was anticipated the purchase of a GPS unit.

CONCURRENCES: not applicable

FISCAL IMPACT:

Has request been budgeted? yes

If yes, expected cost: \$17,037.00

Account Name: Capital Outlay/GIS System

If no, amount needed: \$

What account will funds be appropriated from: 030-3001-512-6868

Additional Comments:

RECOMMENDATION(S):

Attachment(s): Resolution, Procurement Authorization, GPS Formal from the City of Sarasota, FL

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE BID AWARDED BY THE CITY OF SARASOTA, FLORIDA, Bid #02-09M, FOR THE PURCHASE OF A GLOBAL POSITIONING SYSTEM UNIT.

WHEREAS, the Town is created a GIS system in 2001; and

WHEREAS, the Town is in need of a Global Positioning System Unit; and

WHEREAS, the City of Sarasota has solicited sealed proposals for such products;

and

WHEREAS, after review, the Town Council wishes to accept the bid awarded by The City of Sarasota to GPServ, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The award made by The City of Sarasota, Florida to GPServ, Inc. for the purchase of a GPS unit in the amount of \$17,037.00, is hereby accepted by the Town Council.

SECTION 2. The Town Council hereby authorizes the expenditure from the Capital Project – GIS, Account.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2002.

Mayor/Councilmember

ATTEST:

Town Clerk

Approved this _____ day of _____, 2002

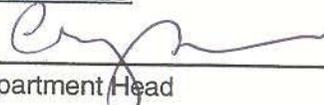
TOWN OF DAVIE PROCUREMENT AUTHORIZATION

<u>ACCOUNT NUMBER</u>	<u>BUDGET ITEM & DESCRIPTION</u>	<u>APPROXIMATE COST</u>
030-3001-512-6868	GPS	\$17,037.00

METHOD OF PROCUREMENT (check the one that applies)

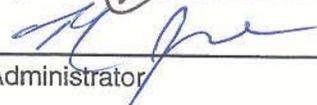
- Open Competitive Bidding
- Piggyback on Contract Number City of Sarasota 02-09M
- Sole Source
- Request For Proposals

SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED

Signed 
Department Head

Have Funds been Reserved REAN. 27887

Date 10/10/02 Signed 

Signed 
Town Administrator

<u>VENDOR</u>	<u>BIDS SUBMITTED</u>	<u>COST</u>
GPServ		\$17,037.00

Signed 
Procurement Manager

<u>TOWN ADMINISTRATOR'S RECOMMENDATION</u>	
<u>Vendor</u>	<u>Cost</u>
GPServ	\$17,037.00

Bid Opening/Tabulation Sheet
Bid #02-09M Global Positioning System
December 6, 2001

Company Name	Kusion Signals, Inc	Data Flow Systems, Inc	GPSPro, Inc	Trimble Navigation, LTD	ASC Scientific
	TOTAL COST	TOTAL COST	TOTAL COST	TOTAL COST	TOTAL COST
1. Trimble Pathfinder Pro XR - GPS System w/2MB TSC1 Data logger or <u>approved equal</u>			10,665.15	10,445.25	12,000.00
2. 1 Year SW/FW Update Agreement			780.85	805.00	805.00
3. Impulse 200 Laser Rangefinder			2,750.00	NO BID	2,499.00
4. Mapstar Compass Module/Degasser Bundle			1,625.00	NO BID	1,470.00
5. Impulse/Mapstar GIS/GPS Support Package			445.00	NO BID	430.00
6. Red Thumb Release BiPod			149.00	NO BID	100.00
7. 72" Impulse to TSC1 Cable			215.00	NO BID	199.00
8. ProXR Vehicle Kit			286.00	295.00	295.00
9. TSC1 Data Collector 1.5" Bracket			121.00	45.00	70.00
Manufacture Name and Model #			Trimble ProXR	#29786-80-ENG #31642-00 & 30770-00	Trimble Pro XR
TOTAL BID COST	NO BID	NO BID	* \$17,037.00	\$11,590.25	\$17,868.00
* Total Adjusted as per Addendum 1					



GENERAL SERVICES AND
PURCHASING DEPARTMENT

PAMELA HAYES
PURCHASING MANAGER

December 12, 2001

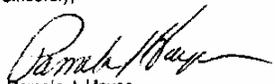
Mr. David H. Holt
GPServ, Inc.
605 Crescent Executive Court, Suite 300
Lake Mary, Fl. 32746
Fax: (407) 772-2047

Subject: Bid #02-09M Global Positioning System

Dear Mr. Holt,

This letter is to inform you that the City of Sarasota has recorded your total bid cost for the above mentioned bid as \$17,037.00 as a result of eliminating item 10 on the bid form from the total. There was an addendum issued on November 21, 2001 eliminating item 10 from the bid form as it was determined that this was a duplicate item. If you have any questions concerning this change please let us know.

Sincerely,



Pamela J. Hayes
Purchasing Manager

POST OFFICE BOX 1058 / SARASOTA, FLORIDA 34230
1565 FIRST STREET, SARASOTA, FLORIDA 34236
TELEPHONE: 941 / 954-4190 • FAX: 941 / 954-4121
E-MAIL: PAMELA_HAYES@CI.SARASOTA.FL.US



Invitation to Bid

Global Positioning System

Bid #02-09M

Public Works Department

*Issued by the City of Sarasota
General Services/Purchasing Department*

Bid submittals to be received by Purchasing before:

2:00 p.m. on December 6, 2001

*in the Office of the Director of General Services
1565 1st Street, Room #205
Sarasota, FL 34236
Ph. #(941) 954-4190*



Notice to Bidders

November 21, 2001

Re: Bid #02-09M Global Positioning System

Addendum #1:

1. The City has received the following question relative to this Bid and as is required is providing the response to all those prospective Bidders who have expressed an interest in this Bid.
 - Q. "On the Bid Form, the requested products include one each: Red Thumb Release Bi-Pod (item #6), and Bi-Pod Legs (item #10). It is my understanding that these are the exact same product, the Red Thumb Release Bi-Pod is just a more detailed description of what the Bi-Pod Legs are. Does the City require both items or just one?"
 - A. The City is requiring only the Red Thumb Release Bi-Pod (item#6), the Bi-pod Legs (Item #10) has been deleted from the bid. Bidders are instructed to **substitute** the REVISED Addendum Bid Form for the original Bid Form and submit with your bid. Please retain all other original pages of the Bid Form. As per the bid instructions, these forms are to be returned in *duplicate*.
2. This information is to be considered a part of the bid documents.
3. Bidders are further instructed to note receipt of Addendum #1 on the bid form as indicated.

Sincerely,

Nancy Carolan
Director of General Services/Purchasing

NMC/abm

cc: William Hallisey, Director of Public Works
Dale Haas, Public Works Technical Services Manager
Lisa Goodson, Project Coordinator

**City of Sarasota
REVISED Bid Form**

Company Name: _____

Bid Opening Date: December 6, 2001

Bid #02-09M Global Positioning System

Item #	Qty	Description	Total Cost
Global Positioning System			
The successful bidder shall furnish a Global Positioning System - Trimble Pathfinder Pro XR <u>or approved equal</u> all in accordance with the specifications.			
1.	1 each	Global Positioning System - Trimble Pathfinder Pro XR w/2MB TSC1 Data logger <u>or approved equal</u> (1 year hardware, 90 days software/firmware support) Package to include: 12-Channel Pro XR with integrated GPS/beacon DGPS receiver, 2 MB TSC1 data collector With Asset Surveyor controller software, DGPS antenna, Pathfinder Office processing software, four 12V Camcorder Batteries, Office & Field Support Accessories (manual & Software tutorial), 3 hour on-site demonstration	_____
2.	1 each	1 Year SW/FW Update Agreement	_____
3.	1 each	IMPULSE 200 Laser Rangefinder	_____
4.	1 each	Mapstar Compass Module/Degasser Bundle	_____
5.	1 each	Impulse/Mapstar GIS/GPS Support Package	_____
6.	1 each	Red Thumb Release BiPod	_____
7.	1 each	72" Impulse to TSC1 Cable	_____
8.	1 each	ProXR Vehicle Kit	_____
9.	1 each	TSC1 Data Collector 1.5" Bracket	_____

Manufacture Name and Model #

TOTAL BID COST _____

Exceptions to specification, if any:



November 14, 2001

Notice to Bidders
Bid #02-09M

INVITATION TO BID

The City of Sarasota will receive sealed bids until 2:00 p.m. on December 6, 2001, then and there to be publicly opened and read aloud for the purpose of selecting a supplier to furnish a Global Positioning System - Trimble Pathfinder Pro XR or approved equal all in accordance with the specifications.

Bids shall be delivered or mailed to the Purchasing Department, City Hall, located at 1565 - 1st Street, Room 205, P.O. Box 1058, Sarasota, Florida 34230.

The Bid forms and required attachments (if any), shall be submitted in duplicate on the forms provided herein, enclosed within a sealed envelope. Please mark the envelope clearly, including the mailing envelope as follows:

Sealed Bid #02-09M - Global Positioning System

Bid Opening to be held on, December 6, 2001 at 2:00 p.m.

Bids received after the scheduled time for closing will not be considered. Any envelopes received late will be returned to the bidder unopened.

No bids may be withdrawn after the scheduled closing time for receipt of bids.

The bid forms and specifications are available in the office of the Director of General Services, City Hall, located at 1565 1st Street, Room #205, Sarasota, Florida, telephone number (941) 954-4190 and may be obtained, at no cost, between normal business hours by prospective bidders.

The City of Sarasota, Florida, reserves the right to reject any or all bids, or any parts of a bid, or to waive any irregularities and informalities in the bid process; and to award a contract to the lowest responsive and responsible bidder.

GENERAL CONDITIONS

SEALED BIDS -

One (1) original and one (1) copy of the attached bid form must be executed and submitted in a sealed envelope. One (1) original copy of the Public Entity Crime form must be returned if such form has not been submitted to the City of Sarasota General Services/Purchasing Department for that calendar year. The face of the envelope shall contain the date and time of the bid opening and the bid number. Bids not submitted on the attached bid form may be rejected. All bids are subject to the conditions specified herein. Those, which do not comply with these conditions, are subject to rejection.

1. Execution of Bid

Bid must contain a manual signature of an authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to his/her bid price must be initialed. The company name and F.E.I.N. number shall appear on the bid form.

2. "No Bid" Response

If not submitting a bid, bidder shall respond by returning the attached bid form (both the first page showing the requisition number and last page showing the bidder's address and phone number) and marking such form a "No Bid" with a brief explanation as to the reason for the no bid. Failure to respond three- (3) times in succession without justification shall be cause for removal of the supplier's name from the mailing list.

Note: To qualify as a respondent, bidder must submit a "No Bid" any later than the deadline for the bid opening.

3. Bid Opening

Bid opening shall be public on the date and at the time specified on the Invitation to Bid. It is the bidder's responsibility to assure that their bid is delivered at the proper time and place for the bid opening. Bids, which for any reason are not so delivered, will not be considered. Offers by telegram, fax or telephone are not acceptable. A bid may not be altered after the opening of the bids.

Note: Bid tabulations will be furnished upon written request with an enclosed self-addressed stamped envelope. Bid files may be examined during normal working hours by appointment.

4. Prices, Terms and Payment

Firm prices shall be bid and are to include all packing, handling, shipping charges and delivery to the destination shown herein.

a. Taxes

The City of Sarasota does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. This exemption does not apply to purchases of tangible personal

property made by contractors who use the tangible property in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192, Florida Statutes.

b. Discounts

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

c. Mistakes

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk in case of mistake in extension; the unit price will govern.

d. Condition and Packaging

It is understood and agreed that any item offered or shipped as a result of this bid shall be a new, current standard production model available at the time of the bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

e. Safety Standards

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standard thereunder.

f. Underwriter's Laboratories

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry UL re-examination listing where such has been established.

g. Invoicing and Payment

The contractor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order and the contractor's Federal Employer Identification Number. An original and three (3) copies of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment.

5. Additional Quantities

For a period not exceeding ninety (90) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to the amount shown on the bid but not to exceed \$10,000.00 at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted "Bid is for specified quantity only".

6. Additional Terms and Conditions

No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are applicable to this bid. If submitted either purposely through intent or design or inadvertently appearing

separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the general special conditions in this bid solicitation are the only conditions applicable to this bid and the bidder's authorized signature affixed to the bid form attest to this.

7. Advertising

In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising.

8. Assignment

Any purchase order issued pursuant to this bid invitation and the monies, which may become due hereunder are not assignable except with the prior written approval of the ordering agency.

9. Awards

The City of Sarasota, Florida, reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof, on a geographical district basis or on a statewide basis with one (1) or more suppliers. The City reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bids received. Award will be made to the lowest responsive and responsible bidder within the category chosen for basis of award.

10. Conflict of Interest

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the City of Sarasota or any of its agencies. Further, all bidders must disclose the name of any City employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.

11. Cooperative Purchasing

a. Scope

It is the intent of this Invitation to Bid to include requirements and to obtain bids on behalf of the City of Sarasota and reserve the right for the following entities belonging to the **Sarasota County Cooperative Purchasing Group**, which consists of the City of Longboat, City of North Port, City of Venice, Sarasota County, Sarasota-Bradenton Airport Authority, and the City of Bradenton to obtain purchases from this bid.

Bidders that find this unsatisfactory should show exception on the bid sheets.

b. Contract Administration

Each participant will issue its individual purchase order contract and will be billed separately.

Vendor will deliver product as required by the Invitation to Bid.

When non-conforming shipments occur, participants will seek their own remedy with the vendor.

c. Contract Disputes

All controversies relating to the specifications or other provisions of the Invitation to Bid and the evaluation of bids or to subsequent contractual matter including failure to comply with deliveries or specifications is the responsibility of the ordering agency.

Any other controversies of which the ordering agency has no control, should not be accountable, or have to resolve, such as violation of contractual conditions, including late payment on that part of the other participating entities, shall be resolved with the entity and the vendor.

12. Delivery

Unless the actual date is specified (or if specified delivery can not be met), the bidder shall show the number of **calendar days** required to make delivery after receipt of purchase order in the space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.

13. Facilities

The City reserves the right to inspect the bidder's facilities at any reasonable time with prior notice.

14. Governmental Restrictions

In the event any governmental restrictions may be imposed which would necessitate alternation of the material, quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the supplier to notify the Division of Purchasing at once, indicating in their letter the specific regulation which required an alternation. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the City.

15. Inspection, Acceptance and Title

Inspections and acceptance will be at destination unless otherwise provided. Title and risk of loss damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:

- a. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
- b. Report damage (visible and concealed) to carrier and contract supplier, confirming such reports in writing, within fifteen (15) days of delivery, requesting that the carrier inspect the damaged merchandise.
- c. Retain the item and its shipping container, including inner packing material, until the carrier and disposition given by the contract supplier perform inspection.
- d. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

16. Legal Requirements

Applicable provision of all federal, state, county and local laws and of all ordinances, rules and regulations shall govern development submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City of Sarasota, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

17. Liability

The supplier shall hold and save the City of Sarasota, its officers, agents and employees harmless against claims by third parties resulting from the supplier's breach of this contract or the suppliers negligence.

18. Manufacturer's Name and Approved Equivalents

Any manufacturer's names, trade names and brand names, information and/or catalog numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which they are an authorized representative, which meet or exceed the specifications for any item(s). The City reserves the sole right to determine which items are acceptable as equals.

19. Measurements

Customary measurements appearing in these specifications are not intended to preclude bids for commodities with metric measurements. If bids are based on equivalent products, bidders must indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The City of Sarasota reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The purchaser is to be notified of any proposed changes in a) materials used, b) manufacturing process or c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the City.

20. Non-Conformance to Contract Conditions

Items may be tested for compliance with specifications by the Florida Department of Agriculture and Consumer Services or by others acceptable to the City of Sarasota. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default in which event any and all procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:

- a. Supplier's name being removed from the vendor's mailing list.
- b. All City departments being advised not to do business with the supplier without written approval from the Purchasing Department until such time as supplier reimburses the City of all procurement and cover costs.

21. Patents and Royalties

The bidder, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted patented, or unpatented invention process, or article manufactured by the bidder. The bidder has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplier hereunder with equipment or data not supplied by the contractor is based solely and exclusively upon the City alternation of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the contractor may at its option and expenses procure for the purchaser the right to continue use or replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the City agrees to return the article on request to the contractor and receive reimbursement if any as may be determined by a court of competent jurisdiction). If the bidder uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

22. Public Entity Crimes

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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

23. Discrimination

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

24. Samples

Samples of items when called for must be furnished free of expense on or before bid opening time and date, and, if not destroyed may upon request be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the City of Sarasota shall dispose of the commodities.

25. Service Warranty

Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.

26. Changes to the Specifications

No changes to the specifications will be made except in the form of a written Addendum issued by the Purchasing Department.

Note: Any and all Special Conditions and Specifications attached hereto, which vary from the General Conditions, shall have precedence.

Special Provisions

Preference must be given to vendors submitting a certification with their bid proposal certifying they have a drug-free work place in accordance with Section 287.087, Florida Statutes. This requirement effects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

Identical Tie Bids - Preference shall be given to businesses with drug-free work place programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free work place program. In order to have a drug-free work place program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business policy of maintaining a drug-free work place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.

Bids Submitted by Members of Advisory Boards of the City of Sarasota

Section 112.313(7), Florida Statutes (1989), prohibits an advisory board member from holding any employment or contractual relationship with any business entity, which is doing business with the City.

Section 112.313(12), Florida Statutes (1989), provides that an advisory board member will not be in violation of the prohibition in Section 112.313(7), Florida Statutes (1989), if:

1. The bid is awarded under a system of sealed, competitive bidding to the lowest or best bidder. In addition the advisory board member is required to, prior to or at the time of the submissions of the bid, file a statement with the Supervisor of Elections of Sarasota County, disclosing their interest and the nature of the intended business. The form, which should be used, is entitled "Form 3A Interest in Competitive Bid for Public Business," a copy of which is available from the Department of General Services.
2. The advisory board member, their spouse or child is required to have in no way used or attempted to use their influence to persuade the City or any of its personnel to enter into such a contract other than by the mere submission of the bid.
3. The advisory board member, their spouse or child is required to have in no way participated in the determination of the bid specifications or the determination of the lowest or best bidder."

All three (3) of the above conditions are required to be satisfied in accordance with the Florida Statutes. The filing of the disclosure form with the Supervisor of Elections of Sarasota County is the sole responsibility of the bidder and must be filed prior to or at the time of submission of the bid. A copy of the completed disclosure form shall be submitted to the Director of General Services prior to or at the time of submission of the bid. Failure of the bidder to comply with the provisions of this paragraph may result in the rejection of the bid.

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FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME	FIRST NAME	MIDDLE NAME	OFFICE POSITION HELD
MAILING ADDRESS			AGENCY
CITY	ZIP	COUNTY	ADDRESS OF AGENCY

WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by 112.313(12)(b), Florida Statute (1983))

1. The competitive bid to which this statement applies has been/will be (strike one) submitted to the following government agency:		
2. The person submitting the bid is:	Name	Position
3. The business entity with which the person submitting the bid is associated is:		
4. My relationship to the person or business entity submitting the bid is as follows:		
5. The nature of the business intended to be transacted in the event that this bid is awarded is as follows:		
a. The realty, goods and/or services to be supplied specifically include:		
b. The realty, goods and/or services will be supplied for the following period of time:		
c. Will the contract be subject to renewal without further competitive bidding? Yes ___ No if so, how often? ___		
6. Additional comments:		
7. Signature	Date Signed	Date Filed
FILING INSTRUCTIONS		
If you are a state officer or employee required disclosing the information above, please filing this form with the Secretary of State at the Capitol, Tallahassee, Florida 32301. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.		
NOTICE: UNDER THE PROVISIONS OF FLORIDA STATUTES #112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$5,000.00.		

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Bid #02-09M**Global Positioning System****TECHNICAL SPECIFICATIONS**

The successful bidder shall provide and deliver to the City of Sarasota, Public Works Dept., 1761 12th Street, Sarasota, Florida, 34236 one complete Global Positioning System – Trimble Pathfinder XR with a 2MB TSC1 Data Logger or approved equal as describe in the specifications herein. The Global Positioning Systems shall meet or exceed the following specifications and include but not be limited to these features.

GENERAL DESCRIPTION

Trimble Pathfinder Pro XR – GPS System w/2MB TSC1 Data logger
(1 year hardware, 90 days software/firmware support)
Package to include: 12-Channel Pro XR with integrated
GPS/beacon DGPS receiver, 2 MB TSC1 data collector
With Asset Surveyor controller software, DGPS antenna,
Pathfinder Office processing software, four 12V Camcorder
Batteries, Office & Field Support Accessories (manual &
Software tutorial), 3 hour on-site demonstration. Also to include the following:

- A. ProXR Vehicle Kit
- B. 1 Year Soft Ware/Firm Ware Update Agreement
- C. IMPULSE 200 Laser Rangefinder
- D. Mapstar Compass Module/Degasser Bundle
- E. Impulse/Mapstar Graphic Information System /GPS Support Package
- F. Red Thumb Release BiPod
- G. 72" Impulse to TSC1 Cable
- H. TSC1 Data Collector 1.5" Bracket
- I. Bi-Pod Legs

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City of Sarasota
Bid Form

Company Name: GTServ, Inc.

Bid Opening Date: December 6, 2001

Bid #02-09M Global Positioning System

Item #	Qty	Description	Total Cost
<p>Global Positioning System The successful bidder shall furnish a Global Positioning System - Trimble Pathfinder Pro XR <u>or approved equal</u> all in accordance with the specifications.</p>			
1.	1 each	Global Positioning System - Trimble Pathfinder Pro XR w/2MB TSC1 Data logger <u>or approved equal</u> (1 year hardware, 90 days software/firmware support) Package to include: 12-Channel Pro XR with integrated GPS/beacon DGPS receiver, 2 MB TSC1 data collector With Asset Surveyor controller software, DGPS antenna, Pathfinder Office processing software, four 12V Camcorder Batteries, Office & Field Support Accessories (manual & Software tutorial), 3 hour on-site demonstration	<u>10,665.15</u>
2.	1 each	1 Year SW/FW Update Agreement	<u>780.85</u>
3.	1 each	IMPULSE 200 Laser Rangefinder	<u>2,750.00</u>
4.	1 each	Mapstar Compass Module/Degasser Bundle	<u>1,625.00</u>
5.	1 each	Impulse/Mapstar GIS/GPS Support Package	<u>445.00</u>
6.	1 each	Red Thumb Release BiPod	<u>149.00</u>
7.	1 each	72" Impulse to TSC1 Cable	<u>215.00</u>
8.	1 each	ProXR Vehicle Kit	<u>286.00</u>
9.	1 each	TSC1 Data Collector 1.5" Bracket	<u>121.00</u>
10.	1 each	Bi-Pod Legs	<u>149.00</u>
<p>Manufacture Name and Model # <u>Trimble ProXR # 29756-80-ENG, LTE Impulse 200</u></p>			
<p>TOTAL BID COST</p>			<u>17,186.00</u>

Exceptions to specification, if any:

NONE

City of Sarasota, Sarasota, Florida

The undersigned, as Bidder, hereby declares that no person or other persons other than the undersigned are interested in this bid as Principal, and that this bid is made without collusion with others; and that we have carefully read and examined the specifications, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the specifications for said service for the prices as listed on the previous pages.

Federal Employer Identification Number: 105-0717849

Where Bidder is a Corporation, add:
GFServ, INC.
Company Name: (Name printed or typed)

Authorized Bidder:
David H. Hoit
Bidder: (Name printed or typed)
[Signature]
Authorized Signature of Bidder

(Seal)

1005 Crescent Executive Court, Suite 300, Lake Mary, FL, 32746
Mailing Address City State Zip Code

888-782-1997
Phone Number

407-972-2047
Fax Number

[Signature]
Attest:

[Signature]
Secretary

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**CITY OF SARASOTA
TERMS AND CONDITIONS
For
SEALED BIDS, GENERAL**

1. **QUESTIONS OR CLARIFICATIONS**

Any questions or requests for clarification must be sent via facsimile, hand delivered, or mailed to the City of Sarasota ("CITY") Purchasing Department, fax #(941) 954-4121, unless otherwise noted in the specifications. Any request must include the bid number and title.

2. **CONTRACT FORMS**

Any agreement, contract, or Purchase Order resulting from the acceptance of a bid shall be in a form either supplied by or approved by the CITY.

3. **BID DELIVERY REQUIREMENTS**

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of bidder to have their bids delivered to the City's Purchasing Department on or before the stated time and date. If a bid is sent by U.S. Mail or delivery service, the bidder shall be responsible for its timely delivery to the City's Purchasing Department. Bids delayed by mail or delivery service shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense.

4. **CLARIFICATION & ADDENDA**

For information or questions concerning this bid, contact the City of Sarasota Purchasing Department, City Hall, 1565 First Street, P. O. Box 1058, Sarasota, FL 34230, phone #(941) 954-4190, unless otherwise noted in the specifications. After the issuance of the Invitation For Bid, prospective bidders or any agent, representative or person acting at the request of such bidder or proposer shall not contact, communicate with or discuss any matter relating in any way to the bid with any officer, agent or employee of the CITY other than the Purchasing Manager or their designee (unless otherwise noted in the specifications). This prohibition begins with the issuance of any Invitation for Bid, and ends upon execution of the final contract or when the invitation or request has been canceled.

Detailed specifications describe the commodities or services to be acquired by the CITY. To be considered for award a bid must comply in all material respects with the specifications. No alternate bids or deviations from the specifications will be accepted unless requested in the specifications or bid form.

Each bidder shall examine all Invitation for bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bid shall be made through the City's Purchasing Department.

The CITY shall not be responsible for oral interpretations given by any CITY employee, representative, or others. The issuance of a written addendum by the CITY's Purchasing Department is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this Invitation for Bid, the CITY will attempt to notify all prospective bidders who have secured same; however, it shall be the responsibility of each bidder, prior to submitting their bid, to determine if addenda were issued and to make such addenda a part of their bid.

5. **BID EXPENSES**

Bidders shall bear all costs and expenses incurred in developing, preparing, and submitting bids:

6. **IRREVOCABLE OFFER**

Any bid may be withdrawn until the date and time set for opening of the bid. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one hundred and twenty (120) days to sell to the CITY the goods or services set forth in the attached specifications.

7. **RESERVED RIGHTS**

The CITY reserves the right to accept or reject any or all bids, in whole or in part, for any reason whatsoever, to waive minor irregularities and technicalities, and to request resubmission. Also, the CITY reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the CITY. Any sole response received by the first submission date may or may not be rejected by the CITY depending on available competition and current needs of the CITY.

To be responsive, a bidder shall submit a bid, which conforms in all material respects to the requirements set forth in the Invitation for Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit, which will assure good faith performance. Also, the CITY reserves the right to make such investigation, as it deems necessary to determine the ability of any bidder to deliver the goods or service requested. The bidder shall provide information the CITY deems necessary to make this determination. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

Bidders are required to bid their prices on the bid forms supplied by the CITY in the bid document. Bids, at the sole discretion of the CITY, may be deemed non-responsive if these bid forms are not used and duly signed by an authorized representative of the bidder.

The CITY reserves the right, in its sole opinion, to purchase items listed in this bid through the State of Florida Contracts. The CITY reserves the right to solicit separate bids for requirements that are a portion of a larger contract bid as a whole. Additionally, at the CITY's sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations. After award of this bid the CITY reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.

8. APPLICABLE LAWS

Bidders 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 City of Sarasota will apply to any resulting agreement. Any involvement with the City of Sarasota shall be in accordance with the CITY Administrative Regulation Nos. 024.A003.0194 and 024.A007.0195, and CITY Ordinance 92-3580. A protest with respect to this Invitation for Bid shall be submitted in accordance with Administrative Regulation No. 024.A001.0195.

It shall be the responsibility of the bidder to assure compliance with any OSHA, EPA and/or other federal, state, county, or city codes, rules, regulations or other requirements, as each may apply.

9. TAXES

The City of Sarasota is exempt from Federal Excise and State Sales Taxes; therefore, bidders are prohibited from delineating a separate line item in their bid for any sales or service taxes. Nothing herein shall affect the bidder's normal tax liability. The CITY reserves the right, at the CITY's sole option, to issue Direct Purchase Orders for applicable supplies and equipment to be utilized in this project.

10. MATHEMATICAL ERRORS

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. Written prices shall prevail over figures. All bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

11. QUALITY GUARANTEE

Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work covered by this contract shall be new, unused, and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications.

Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a bidder wishes to make a substitution in the specifications, the bidder shall furnish to the CITY, no later than ten (10) business days prior to the bid opening date, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the CITY in evaluating the substitution. Any such substitution shall be subject to CITY approval through the issuance of a written addendum by the CITY's Purchasing Department. Substitutions shall be approved only if determined by the CITY to be equivalent to the prescribed specifications.

A bid containing a substitution is subject to disqualification if the CITY does not approve the substitution. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments.

If any product/service does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this bid, the vendor shall pick up the product from the CITY at no expense to the CITY. The CITY reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. Also, the vendor shall refund to CITY any money which has been paid for same.

12. **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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

13. **ROYALTIES AND PATENTS**

The vendor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services it furnished. Vendor shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall save the CITY harmless from loss on account thereof, including costs and attorney's fees.

14. **EQUAL EMPLOYMENT OPPORTUNITY**

The CITY will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit bids in response to this Invitation for Bid and will not be discriminated against on the grounds of race, color, sex, religion, disability or national origin in consideration for an award.

15. **PURCHASING COOPERATIVE**

Through a cooperative purchasing agreement, the cities of Bradenton, Longboat Key, North Port, and Venice, Sarasota County Government, the Sarasota County School Board, Sarasota/Manatee Airport Authority, and Sarasota Memorial Hospital may procure against CITY contracts. Such participation, if it occurs, will be by separate purchase order and invoicing with the government entity concerned.

16. **DELIVERY**

Unless otherwise specified, all prices are to be FOB-Delivered prices, to any location in the City of Sarasota.

17. **PRE-BID CONFERENCE**

Failure to attend a mandatory pre-bid conference will result in your bid being considered non-responsive.

18. FUNDING

This bid is subject to the appropriation of funds in an amount sufficient to allow continuation of the CITY's performance in accordance with the terms and conditions of this bid. The CITY shall provide prompt written notice to the vendor that sufficient funds have not been appropriated to continue its full and faithful performance under the terms of this bid, and shall, effective thirty (30) days after giving such notice or upon the expiration of the time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to the bid.

19. SUBCONTRACTING

Construction contractors shall obtain prior written approval of subcontractors and the work they will perform. A subcontractor is defined as any entity performing work within the scope of the contractors project who is not an employee of the contractor.

20. TRAVEL EXPENSE

Travel expenses will be reimbursed in accordance with Section 112.061, Florida Statutes, whether or not the resulting contract provides for a different method.

21. PUBLIC RECORDS

Bidder acknowledges that all information contained within its bid is a public record, as defined in Chapter 119 of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

22. INVOICING

All invoices must contain the Purchase Order number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the vendor for correction and resubmission. Vendors shall not perform any service or provide products until they have been issued a Purchase Order number.

23. WARRANTY

The equipment must be warranted for twelve (12) month parts and labor.

Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal size shall be provided for use until the repaired equipment is returned to service.

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**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to the City of Sarasota by David A. Holt, President
(Print individual's name and title)

for G.P.Serv, Inc.
(Print name of entity submitting sworn statement)

whose business address is 605 Crescent Executive Court, Suite 300, Lake Mary, FL 32746

(If applicable) its Federal Employer Identification Number (FEIN) is 65-0717849

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial or entry of a plea of guilty or nolo contendere.

4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime:
or:
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the proceeding 36 months shall be considered an affiliate.

- 5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. *(Please indicate which statement applies.)*

Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]
(Signature)

12/5/01
(Date)

STATE OF Florida
COUNTY OF Manatee

PERSONALLY APPEARED BEFORE ME, the undersigned authority, David H Holt
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this 5 day of December, 2001.

[Signature]
(NOTARY PUBLIC)

My Commission Expires: January 3, 2004

TC-7



11/08/01