

**REQUEST FOR PROPOSAL #10-2070FL
CONDUIT/FIBER OPTIC MAINTENANCE, SUPPORT AND
RESTORATION SERVICES - MANATEE COUNTY GOVERNMENT
and SCHOOL DISTRICT OF MANATEE COUNTY**

Manatee County, a political subdivision of the State of Florida (hereinafter "Manatee County" or the "County" or "MCG") and the School District of Manatee County (hereinafter "School District" or "SDMC") will receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, for the purpose of providing conduit/fiber optic maintenance, support and restoration services for the MCG/SDMC owned fiber optic cabling and conduit infrastructure. The items to be maintained include, but are not limited to, Duraline FuturePath conduit systems, HPDE conduit, pullboxes, fiber optic cable, connections and splice enclosures.

TIME AND DATE DUE: Proposals will be received until 4:00 p.m., Thursday, October 7, 2010, at which time they will be **publicly opened**. All interested parties are invited to attend this opening.


CONTENTS OF THIS REQUEST FOR PROPOSAL:

Section A: Information to Proposers	pages 2 - 8
Section B: Form of Proposal	pages 9 - 10
Section C: Selection	page 11
Section D: Negotiation of the Agreement	page 12
Section E: Scope of Services	pages 13
Proposal Signature Form	page 14
Drug Free Work Place Certification	Attachment A
Public Contracting and Environmental Crimes Certification	Attachment B

Important note: A prohibition of Lobbying has been enacted. Please review paragraph A.18 carefully to avoid violation and possible sanctions.

FOR INFORMATION CONTACT:

Frank G. Lambertson, Contract Negotiator, PHONE (941) 749-3042, FAX (941) 749-3034
frank.lambertson@mymanatee.org
Manatee County, Financial Management Department, Purchasing Division

AUTHORIZED FOR RELEASE: _____


REQUEST FOR PROPOSAL #10-2070FL

SECTION A: INFORMATION TO PROPOSERS

PROPOSERS MUST COMPLY WITH THE FOLLOWING INSTRUCTIONS TO BE CONSIDERED FOR SELECTION.

A.01 OPENING LOCATION

These proposals will be publicly opened at Manatee County Purchasing, 1112 Manatee Avenue West, 8th Floor, Suite 803, Bradenton, Florida 34205, in the presence of County officials at the time and date stated on the cover sheet. All proposers or their representatives are invited to attend.

Proposals become "Public Records" ten (10) days after the proposal opening or if an award decision is made earlier than this time as provided by Florida Statue 110.071. **No announcement of pricing or review of the proposal documents shall be conducted at the public opening of the proposals.**

A.02 PROPOSAL INFORMATION AND PROPOSAL DOCUMENTS

Bids and Proposals on <http://www.mymanatee.org>

Bid or Proposal documents and the Notices of Source Selection related to those Bids or Proposals are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "Bids and Proposals." You may view and print these files using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the County's web page if you do not have it.

Manatee County collaborates with the Manatee Chamber of Commerce on distributing solicitations using the RFP Tool web page on the Chambers website: <http://www.Manateechamber.com> to post Bid and Proposal documents in a portable document format (.PDF) file. This step is in addition to the posting on Manatee County Government web pages.

Manatee County may also use an internet service provider to distribute Bids and Proposals. A link to that service <http://www.DemandStar.com>, is provided on this website under the Tab "DemandStar". Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Note: The County posts the Notice of Source Selection seven calendar days prior to the effective date of the award.

IT IS THE RESPONSIBILITY OF EACH VENDOR, PRIOR TO SUBMITTING THEIR BID or PROPOSAL, TO CONTACT THE MANATEE COUNTY PURCHASING OFFICE (see contact information on page one of this document) TO DETERMINE IF ADDENDA WERE ISSUED AND TO MAKE SUCH ADDENDA A PART OF THEIR BID or PROPOSAL.

A.03 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 their proposal delivered to the Manatee County Purchasing office for receipt on or before the stated time and date.

If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Purchasing Office. Proposals delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the proposer's request and expense.

A.04 CLARIFICATION & ADDENDA

Each proposer shall examine all Request For Proposal 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 Request For Proposal shall be made in writing through the Manatee County Purchasing Office. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

It shall be the responsibility of each proposer, prior to submitting their proposal, to contact the Manatee County Purchasing Office (see contact information on page 1) to determine if addenda were issued and to make such addenda a part of the proposal.

Monday, September 20, 2010 at 5:00 p.m. shall be the deadline for clarification requests, inquiries, suggestions or interpretations and/or additional information pertaining to this Request for Proposals. This deadline has been established to maintain fair treatment for all potential bidders or proposers.

A.05 SEALED & MARKED

Five (5) signed copies of your proposal shall be submitted in one sealed package, clearly marked on the outside "**Sealed Proposal #10-2070FL**" and addressed to:

Manatee County Purchasing
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205

A.06 LEGAL NAME

Proposals shall clearly indicate the legal name, address and telephone number of the proposer (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the proposer to the submitted proposal.

A.07 PROPOSAL EXPENSES

All expenses for making proposals to the County are to be borne by the proposer.

A.08 EXAMINATION OF OFFER

The examination of the proposal and the proposer generally requires a period of not less than ninety (90) calendar days from the date of the opening of the proposals.

A.09 DISCLOSURE

Bids or proposals become "Public Records" ten (10) days after the proposal opening or if an award decision is made earlier than this time as provided by Florida Statute 119.071. No announcement or review of the proposal documents shall be conducted at the public opening of the proposals.

A.10 ERRORS OR OMISSIONS

Once the proposal is submitted, the County shall not accept any request by any proposer to correct errors or omissions in the proposal. No changes shall be allowed until a selection is made and contract negotiations actually begin.

A.11 RESERVED RIGHTS

The County 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 County, depending on available competition and timely needs of the County. The County 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 County. The County 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 County 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 County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to: current financial statements prepared by an independent CPA; verification of availability of equipment and personnel; and past performance records.

A.12 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 Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Code of Laws 2-26, as amended. Any actual or prospective proposer who is aggrieved in connection with the solicitation or award of a contract may protest to the Board of County Commissioners of Manatee County as required in Chapter 2-26-61 of the Manatee County Code of Laws.

A protest with respect to this Request For Proposal shall be submitted in writing prior to the scheduled opening date of this proposal, unless the aggrieved person did not know and could not have been reasonably expected to have knowledge of the facts giving rise to such protest prior to the scheduled opening date of this proposal. The protest shall be submitted within seven calendar days after such aggrieved person knows or could have reasonably been expected to know of the facts giving rise thereto.

A.13 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 per Manatee County Code of Laws, Article III, 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 Manatee County.

The County anticipates that all statements made and materials submitted in a proposal will be truthful. If a proposer is determined to be untruthful in its proposal or any related presentation, such proposer may be disqualified from further consideration regarding this Request For Proposal.

A.14 COLLUSION

By offering a submission to this Request For Proposal the proposer certifies the proposer has not divulged to, discussed or compared his proposal with other proposers and has not colluded with any other proposer or parties to this proposal

whatsoever. Also, the 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 the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees.

A.15 PROPOSAL FORMS

Proposals must be submitted in the format specified in Section B of the Request For Proposal. The contents of each proposal shall be separated and arranged with tabs in the same order as listed in the subsections within Section B identifying the response to each specific item to facilitate an expedient review of all responses.

A.16 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (as of 1/01/2005 is \$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

In addition, the Manatee County Code of Law prohibits the award of any contract to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of an environmental law that, in the reasonable opinion of the purchasing official,

establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible manner. To ensure compliance with the foregoing, The Code requires all persons or entities desiring to contract with the County to execute and file with the purchasing official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with the County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A confirming Public Contracting and Environmental Crimes certification affidavit is attached for this purpose.

A.17 DRUG FREE WORK PLACE

Manatee County Board of County Commissioners adopted a policy regarding maintaining a Drug Free Workplace, Resolution R-93-22. Proposers are asked to review the attached copy of the Resolution and provide either a certification of compliance with the program outlined in this Resolution or describe your firm's policy or program as it relates to maintaining a drug free workplace. This response will be considered with the other criteria described herein.

A.18 LOBBYING

After the issuance of any Request For Proposals or Invitations For Bids, prospective bidders, proposers or any agent, representative or person acting at the request of such bidder or proposer shall not contact, communicate with or discuss any matter relating in any way to the Request For Proposals or Invitation For Bids with any officer, agent or employee of Manatee County other than the Purchasing Director or as directed in the Request For Proposals or Invitation For Bids. This prohibition begins with the issuance of any Request For Proposals or Invitation For Bids, and ends upon execution of the final contract or when the invitation or request has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Procurement Code.

A.19 EQUAL EMPLOYMENT OPPORTUNITY

Manatee County, 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 grounds of race, color, creed, sex, age or national origin in consideration for an award.

A.20 AMERICANS WITH DISABILITIES ACT

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-

discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for the **public meetings** specified herein (i.e. Information Conference or Proposal Opening), should contact the person named on the first page of this document at least twenty four (24) hours in advance of the activity.

SECTION B: FORM OF PROPOSAL

This section identifies specific information which must be included with each response. Each proposal shall be arranged with tabs identifying the response to each specific item. Proposals must contain:

B.01 MINIMUM QUALIFICATIONS

Manatee County is seeking professional service agencies, companies, corporations, partnerships, individuals, organizations and/or other legal entities organized under the laws of the State of Florida to provide conduit/fiber optic maintenance, support and restoration services for the MCG/SDMC owned fiber optic cabling and conduit infrastructure. The Proposer, the legal business that has the power to contract or sue and be sued that proposed to enter into a contract for the services outlined herein must have provided the required services in the last three (3) years.

If subcontractors are included in the agreement given to meet the minimum qualification, detail the business entities, description of the service provided, and responses in the same level of detail and tabbed order as instructed in this Request For Proposal for the proposer.

B.02 ADMINISTRATIVE SUBMITTAL

- a. Proposal Signature Form.
- b. Drug Free Work Place Certification (Attachment A).
- c. Public Contracting and Environmental Crimes Certification (Attachment B).

B.03 INFORMATION TO BE SUBMITTED

- a. Description of your firm's background and size. Include a statement of qualifications that includes you firm's professional credentials and experience in providing the types of services enumerated in the RFP.
- b. Identify each principal of the firm and other "key personnel" who will be professionally associated with the County. Describe their respective areas of expertise. Include personalized resumes which identify the qualifications, training and experience of each person(s).
- c. Provide a list of clients for whom your firm has provided similar services within the last three (3) years. Such information should include, but not be limited to:

Name, title, address and phone number of the organization(s) or individual(s) provided as references(s), the date (by month and year) when these services were provided.

- d. Provide a summary of your firm's workload and evidence to demonstrate your firm's ability to satisfy the County's requirements.
- e. Discuss your firm's knowledge as it relates to conduit/fiber optic maintenance, support and restoration services for fiber optic cabling and conduit infrastructure.
- f. Provide necessary labor categories and corresponding labor rates (include overtime and holiday rates) to provide the required scope of services, include all miscellaneous costs, mobilization, equipment, material pricing and fee to maintain crew contact etc.
- g. Specify the office and its' location of the business entity which is to be the primary location of the principal and key and key personnel. List the key personnel at that location. For the remaining key personnel detail at what locations(s) they will work from and how they will provide management or technical support from the locations that they will work from.
- h. Submit a narrative explaining the direct economic benefit to Manatee County to be realized by selecting your firm. During the term of this engagement detail the employment, subcontracting, and support services contracting as economic stimulus that your entity may generate that would directly benefit Manatee County.
- i. Submit any other additional information which would assist the County in the evaluation of your proposal.

NOTE: The County reserves the right to make such investigation and solicit additional information or submittals as it deems necessary to determine the ability of any proposer to perform the Scope of Services stated in this Request For Proposal.

SECTION C: SELECTION

C.01 EVALUATION FACTORS

Evaluation factors are price and perceived ability of the Proposer to perform the Scope of Services as stated in this Request for Proposal in the most timely and efficient manner, and the proposal(s) which will overall best meet the needs of Manatee County as determined from the responses to this Request for Proposal and subsequent investigation by the County.

C.02 RELATIVE IMPORTANCE OF EVALUATION FACTORS

No weight has been assigned to the Evaluation Factors stated above.

C.03 PRELIMINARY RANKING

A Selection Committee may determine from the response to this Request for Proposal and subsequent investigation as necessary, the Proposers most susceptible of being selected for award.

C.04 REVIEW OF PROPOSERS AND PROPOSALS

Review shall be conducted with responsible Proposers who may be reasonably susceptible of being selected for award, for the purposes of clarification to assure full understanding of and conformance to the solicitation requirements, the abilities of the Proposer, and the proposal submitted.

Firms responding to this Request for Proposal shall be available for presentation/interviews, to the Selection Committee and/or Board of County Commissioners upon notification from the Purchasing Office at a time and date determined by the County.

C.05 SELECTION FOR NEGOTIATION

The Proposer whose ability and proposal is determined to be the most advantageous to the County, taking into consideration the evaluation factors set forth in this Request for Proposal, shall be recommended to the County Administrator for authorization to negotiate an agreement for the stated Scope of Services.

C.06 AWARD

Award of an agreement is subject to the successful negotiations and the vote of the Board of County Commissioners to authorize execution of the agreement.

SECTION D: NEGOTIATION OF THE AGREEMENT

D.01 GENERAL

The following general terms and conditions apply to the proposal submitted for consideration and the subsequent negotiations:

- a. The proposal will serve as a basis for negotiating an agreement.
- b. Upon submission, all proposals become the property of the County which has the right to use any or all ideas presented in any proposal submitted in response to this Request For Proposal whether or not the proposal is accepted.
- c. All products and papers produced in the course of this engagement become the property of the County upon termination or completion of the engagement.

D.02 AGREEMENT

The selected proposer shall be required to negotiate a formal agreement, in a form acceptable to Manatee County.

The Manatee County Board of County Commissioners will be presented the negotiated agreement as the best and final offer for consideration of award and execution. The Board of County Commissioners shall determine if award of the agreement is to be: considered; rejected and direct further negotiations; rejected and terminate negotiations; or accepted, authorizing the County Administrator or designee to execute the agreement.

SECTION E: SCOPE OF SERVICE

CONDUIT AND FIBER MAINTENANCE, SUPPORT AND RESTORATION SERVICES

1.0 PURPOSE

This scope of services outlines the maintenance and restoration services, which are required to be provided by qualified personnel ("CONTRACTOR")/("PROPOSER"). The items to be maintained include, but are not limited to, Duraline FuturePath conduit systems, HPDE conduit, pullboxes, fiber optic cable, connectors and splice enclosures.

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

2.0 SUMMARY OF SERVICES

Services under the CONTRACT shall begin on the date of CONTRACT execution. The CONTRACTOR services for the project shall begin upon issuance and acceptance of a Work Order (WO). This WO will be issued any time subsequent to the award of the CONTRACT at MCG/SBMC discretion.

The objective of services under the Contract is to ensure a continuous (24 hours per day, 7 days per week, 365 days per year) system operation and functionality of all components.

MCG/SBMC designated representative(s) shall issue a WO by e-mail or fax to authorize the CONTRACTOR to begin work on any and all services. All work estimates shall be prepared by the CONTRACTOR and submitted to the MCG/SBMC designated representative for review and approval. The work estimate shall include at a minimum: personnel, equipment and/or resources, documentation of work to be performed, travel requirements if outside of contract area, itemized cost breakdown, and work schedule.

No work shall be undertaken by the CONTRACTOR unless it has been authorized in writing by the MCG/SBMC. Each WO issued by the MCG/SBMC designated representative and agreed to by the CONTRACTOR shall serve as a formal notice-to-proceed and will include an effective time period. The CONTRACTOR shall have a main office within the State of Florida, preferably within 75 miles of the City of Bradenton. The CONTRACTOR shall have an office located such that it allows the CONTRACTOR to meet the time requirements established in Section 4.2.2 – Response Times for the duration of the CONTRACT.

The CONTRACTOR shall be on-call at all times, 24 hours a day, 7 days a week, for the duration of the CONTRACT to respond to *emergency* repair/replacement work, including hurricane warning situations. Normal priority service calls are to be handled during normal business hours. The CONTRACTOR shall provide the MCG/SBMC designated representative(s) with a list of telephone numbers that will be answered at all times (24

hours a day, 7 days a week) by the CONTRACTOR'S personnel. Alternatively, an answering service that can contact the CONTRACTOR immediately may be used during the hours between 10 PM and 6 AM.

The CONTRACTOR shall maintain a maintenance staff of adequate size to respond to the maintenance requirements of the Contract at all times during the term of the CONTRACT. The staff assigned by the CONTRACTOR shall be fully qualified and trained to handle all sections under the Contract for the duration of the CONTRACT.

Throughout the term of the Contract, the MCG/SBMC designated representative at his or her discretion may conduct reviews of the various phases of the CONTRACTOR'S operations. The CONTRACTOR shall cooperate and assist the MCG/SBMC designated representative(s) throughout this review process.

3.0 SCOPE OF WORK

The CONTRACTOR will provide MCG/SBMC with responsive repair and restoration activities for all the conduit and fiber optic cable within the boundaries defined in this scope of work. The administration shall be followed as indicated in the Contract.

Due to the changing dynamics within the infrastructure, the CONTRACTOR will be able, upon written authorization by MCG/SBMC and upon supplemental agreement to the CONTRACT as to compensation and time, perform additional services pertaining to the support and/or maintenance of the infrastructure not otherwise identified in the Contract as may be required by MCG/SBMC.

4.0 COORDINATION OF WORK ASSIGNMENTS

The infrastructure described in the Contract is used by MCG/SBMC for core and critical voice and data services. In the future, ATMS (Automated Traffic Management Systems) infrastructure will be added which is a key component in managing traffic incidents and crashes on our roadways and it is also used to inform the traveling public of Amber Alerts and child abductions. It is imperative that the MAINTENANCE CONTRACTOR and MCG/SBMC work to restore operability or functionality to any component as quickly as possible.

The specific services to be provided by the CONTRACTOR under the Contract are:

4.1 Contract Administration

The CONTRACTOR will provide the following services, including management, administrative and technical aspects of the CONTRACT.

The CONTRACTOR will provide MCG/SBMC with a Contract Manager for the life of the CONTRACT. Any changes to the CONTRACTOR'S Contract Manager or any of the other

indicated personnel in charge of the work shall be subject to review and approval by MCG/SBMC in writing before performing any billable services.

The CONTRACTOR shall designate a dependable Project Manager and qualified personnel who can respond to all requests for work estimates that are needed to issue a WO for services under the Contract. The CONTRACTOR'S Project Manager may be located at their main office but it is preferred this individual be located in Manatee County to provide the best possible customer service to MCG/SBMC. No separate compensation will be made for travel expenses of the CONTRACTOR'S Project Manager to the work area.

The CONTRACTOR shall submit to MCG/SBMC, within 14 calendar days following execution of the CONTRACT, the contact information for all personnel responsible for responding to all maintenance needs in order to request a work estimate.

To ensure the fulfillment of the CONTRACT terms and receipt of a quality work product, MGC/SBMC will designate one or more authorized representatives to be responsible for the approval of all CONTRACTOR activities and deliverables relative to the project and will serve as the liaison between the CONTRACTOR and MCG/SBMC. The MCG/SBMC authorized representative(s) will be responsible for enforcing the terms of the CONTRACT, will serve as the primary point of contact with the CONTRACTOR for matters relative to the CONTRACT, and will approve all project invoices prior to payment.

4.1.1 – Communication

MCG/SBMC requires that all personnel responsible for answering and responding to service needs of the infrastructure have cellular telephones with text messaging capabilities.

4.1.2 – Personnel

The CONTRACTOR shall keep staff of adequate size to respond to all requirements of the Contract at all times during the term of the CONTRACT. The CONTRACTOR'S work shall be performed and/or overseen by the key personnel identified in the Request for Proposal (RFP) submitted by the CONTRACTOR. Any changes in the indicated personnel in charge or identified to work on the Contract shall be subject to review and approval by the MCG/SBMC designated representative(s) in writing before performing any services to the CONTRACT. All personnel requests must be accompanied by an up-to-date resume and description of the duties for which the individual being proposed is responsible.

The CONTRACTOR shall supply dependable and skilled staff to the CONTRACT appropriate for their trade and as deemed necessary by the MCG/SBMC designated representative. The CONTRACTOR shall continuously monitor personnel activity as part of its own management activity.

4.1.2.1 – Contractor Reviews

The MCG/SBMC designated representative(s) may make periodic reviews to verify that the

project control and management procedures are assuring project performance with reasonable conformity with MCG/SBMC procedures, plans, specifications, and CONTRACT provisions. The CONTRACTOR shall assist the MCG/SBMC designated representative in these reviews.

When deficiencies are identified in a review, the CONTRACTOR will immediately implement remedial action to eliminate any deficiencies. Remedial actions may include further training of the CONTRACTOR'S personnel (in scope and/or frequency), subdivision of staff responsibilities, addition of staff, or replacement of personnel whose performance is considered inadequate.

4.1.2.2 – Staffing Minimums

The support of the conduit and fiber optic infrastructure will require a multi-disciplinary team made up of a prime CONTRACTOR and sub-contractors. The following disciplines are considered to be the minimum necessary to successfully fulfill the obligations of the Contract:

- Project Management / Administration
- Fiber Optic Cable Termination, Splicing, Testing and Management
- Conduit / innerduct placement and repair
- Structure replacement and repair including handhole, pullboxes and cable vaults
- Trenching services
- Directional bore services
- Maintenance of Traffic

4.1.2.3 – Subcontractors

Owner shall have the right to approve all major subcontractors selected by Contractor (a major" subcontractor being any subcontractor entitled to receive at least \$10,000.00 for the performance of work and/or the supply of minor materials to Contractor pursuant to the subcontract). Any Owners approval of a major subcontractor shall not be unreasonably withheld or delayed. Contractor shall accept responsibility for all work of any subcontractor and for any acts or omissions of any subcontractor or any employee, agent, subcontractor or other person for whom the subcontractor may be liable. Each subcontract shall be consistent with the Contract shall require performance in accordance with the Contract, and shall preserve all rights of Owner under the Contract. Nothing contained in the Contract shall create a contractual relationship between Owner and any third party; however, it is understood and agreed that Owner is an intended third-party beneficiary of all contracts for engineering services, all subcontracts, purchase orders and other agreements between Contractor and third parties. Contractor shall incorporate the obligations of the Contract into its respective subcontracts supply agreements and purchase orders.

4.1.4 – Project Records

The CONTRACTOR shall maintain complete and accurate records, in hard copy and electronic file, acceptable to, and approved by the MCG/SBMC designated

representative(s), for all work activities and any other events relating to the CONTRACT. Project records shall include such items as correspondence, cost proposals, work estimates, invoices, inventory records and system as-built plans if alterations to the system are performed.

The project records, files, and equipment owned by MCG/SBMC shall be delivered to the MCG/SBMC designated representative(s) within 5 calendar days of the completion of work. Final payment shall not be rendered by MCG/SBMC until all of the conditions of the CONTRACT have been met.

MCG/SBMC plans to implement Telcordia fiber management tool software for maintaining asbuilt and splicing records of the fiber network and devices. Information accessible using the software, and deemed useful, will be provided to the CONTRACTOR as it becomes available.

4.1.4.1 – Correspondence

The project records shall contain all correspondence to and from the CONTRACTOR and sub-contractors; consultants; manufacturers; equipment vendors; local; state, and Federal agencies, etc.; as related to the work in the Contract. The project records shall also include all materials, information, or data related to the Contract obtained by or given to the CONTRACTOR.

4.1.5.1 – WO Issuance

The CONTRACTOR shall work closely with the MCG/SBMC designated representative(s) in developing services and work necessary under each WO to ensure both parties agree as to the intended result of the WO. Included at a minimum will be a detailed description of prior operations, the problems to be addressed, expected results, and schedule of work. The description of work as described in the WO shall be used to create a checklist that will be used by the CONTRACTOR'S staff to ensure all work has been completed. The checklist shall be furnished to the MCG/SBMC designated representative(s) with the CONTRACTOR Project Manager's signature indicating the work has been completed as described and the equipment is fully operational. Work beyond that which is defined in the WO shall require a separate WO to be authorized.

4.1.5.2 – Payment for Services

Payment for services under all WOs will be per the description authorized by the MCG/SBMC designated representative(s) in the WO as per the terms of the Contract under labor and equipment methods of compensation. Upon completion, the work shall be subject to inspection by the MCG/SBMC representative(s). Work that is determined to be of poor quality or a quality less than the original installation shall be re-performed at no cost to MCG/SBMC.

Upon acceptance of the work and the invoice by the MCG/SBMC designated representative(s), payment shall be made for the services. The payment to the CONTRACTOR will reflect the approved rate/unit costs and quantities as submitted to the

MCG/SBMC designated representative(s) by invoice. Final payment for each WO shall not be rendered by MCG/SBMC until all conditions of the Contract have been met.

4.1.6 – Contradictions

In the event of a contradiction between the Contract and the CONTRACTOR'S proposal, the requirements as set forth in this Scope of Services shall override.

4.1.7 – Approved Products and Design

The CONTRACTOR shall review the MCG/SBMC Approved Products List (APL) and adhere to these (where applicable) whenever furnishing items under the Contract. Exceptions are when the CONTRACTOR receives written consent from the MCG/SBMC designated representative(s) when the need arises to be compatible with the devices already in place.

4.2 Services

It shall be the CONTRACTOR'S responsibility to respond to WOs according to the priority assigned in this Scope of Services or as agreed to in an individual WO. The following section shall be a baseline for the Contract. The response time is from the time of notification by MCG/SBMC to the CONTRACTOR.

The CONTRACTOR shall be responsible for reporting all work completed under this section and subsequent sections.

4.2.1 – Failures

Failures shall be characterized as **Emergency** and **Priority** as defined below:

- **Emergency failures** are failures that represent an immediate risk to the public, failures that cause a closure of the public travel-ways, or failures to the communications network that render MCG/SBMC core voice and data services inoperable.
- **Priority failures** are failures of subsidiary services such as remote or school nodes. This may include backup or redundant data and voice links.

MCG/SBMC reserves to designate priority of failure on a per incident basis. Evaluation will be made by the MCG/SBMC designated representative(s) to determine the area, site or group affected and the severity of the situation.

4.2.2 – Response Times for Failures

Response times for the failures characterized above are defined below:

- Upon notification of an **Emergency failure** by the MCG/SBMC designated representative(s), the CONTRACTOR shall respond onsite to evaluate repairs or eliminate the instant danger to the Public, employees, structures or facilities **within two**

(2) hours of the reported incident. Instant danger would be defined as an item or items blocking human or vehicular traffic or creating a safety hazard. The restoration of damage required to restore service shall be completed within eight (8) hours after arrival on scene. The notification may be verbally by telephone, E-mail, facsimile or text message.

- Upon notification of a **Priority failure** by the MCG/SBMC designated representative, the CONTRACTOR shall respond and complete repairs or eliminate the instant danger **within 24 hours** of the reported incident. Permanent restoration of non-service effecting work will be acceptable after initial service restoration within 5 days. This is provided area is secured and does not pose a potential safety hazard. The notification may be verbally by telephone or written by letter, system report, E-mail, facsimile or text message.

4.2.3 – Acknowledgement Times

The CONTRACTOR shall be responsible for acknowledgement of all WOs delivered to them within the times listed below:

- 20 minutes from receipt of the notification

4.3 Emergency Response Services

Emergency response services shall include the restoration of service(s) resulting from any malfunction or damage. Failures of this type will most likely be caused by severe and unusual forces of nature, vehicular accidents and collisions, vandalism, theft, fire, erosion, and exposure to chemicals or pollutants or a cut of the fiber optic cable or loss of communications.

The CONTRACTOR shall provide a damage assessment report to the MCG/SBMC designated representative(s) within two hours after arriving at the site documenting the damage providing the following information, at a minimum:

- Date and time of incident
- Cause of failure or issue
- Entity/person reporting the failure or issue
- Site needs analysis (if possible)
- Photo documentation (digital only)
- Corrective actions needed to be taken
- Needed parts list
- Repair cost breakdown
- Repair Schedule
- General notes

4.4 Diagnostic and Support Services

Diagnostic and support service is required for use when field troubleshooting is needed to identify a problem and, if possible, perform minor repairs to fix the problem while at the site. Services may also be required for situations such as an unplanned cable or conduit relocation or reroute. This service may at the MCG/SBMC designated representative's discretion be handled under a general services WO held open for on-going support services. If no general services WO is open, the MCG/SBMC designated representative will send an electronic request to the CONTRACTOR to provide the service. At that time, the CONTRACTOR shall be authorized to perform basic troubleshooting services and minor repairs. The service request shall be updated by the CONTRACTOR to describe in detail the completed services or any additional service needed at the site. The request shall be submitted to the MCG/SBMC designated representative for approval before additional service can be performed.

Should the CONTRACTOR perform a responsive service request under any WO and the same fault is reported within 30 days, it shall be the CONTRACTOR'S responsibility to make the second and all subsequent repairs needed to restore 100 percent functional status.

The CONTRACTOR, through diagnostic service, shall investigate the cause for the fault if the failure is related to a storm event, materials or workmanship. The diagnostic results shall define the type of repair needed to restore the system to 100 percent functional status. If the diagnosis indicates the need for major repairs or parts replacement, the CONTRACTOR shall notify the MCG/SBMC designated representative(s) in writing.

4.5 Materials and Equipment

All equipment and component parts that are furnished shall be new and unused, shall meet all requirements of the Contract and shall be in operable condition at the time of delivery. All parts shall be of high quality workmanship and no part or attachment shall be applied contrary to the manufacturer's recommendations or standard practices.

4.5.1 – Material Control

MCG/SBMC will maintain a facility for storage of fiber optic cable and other materials for the purpose of repair and restoration. The material will be accessible to the CONTRACTOR 7 days a week, 24 hours a day in the event of an emergency.

4.5.2 – Equipment, Machinery, Tools, and Vehicles Used for Services by the CONTRACTOR

The CONTRACTOR shall provide all the machinery, equipment, tools and vehicles to provide these services as part of the Contract.

The cost of the machinery, equipment, tools and vehicles such as, but not limited to, multi-meters, crimp tools, hammers, shovels, battery or electrical power tools, laptop computers,

PDA's, cables, OTDR equipment, pick-up trucks (with trailer hitch), bucket trucks, vans, etc. shall be considered as tools of the trade and shall be invoiced at the billing rates submitted by the CONTRACTOR for the Contract.

4.6 Utility Coordination

The CONTRACTOR shall fully cooperate with all utility owners during construction, installation or repair associated with the Contract. The CONTRACTOR shall call One Call a minimum of 48 hours and a maximum of 96 hours before any excavation work. The CONTRACTOR shall furnish and install all equipment and materials and perform all work in accordance with all applicable utility owner standards and procedures. The CONTRACTOR is responsible for ascertaining the exact location of all utilities prior to the beginning of work in an area. Utility locations shown on MCG/SBMC are approximate and may not include all utilities. The CONTRACTOR shall be responsible for coordinating and meeting with all utility companies having overhead or underground facilities in proximity with the CONTRACTOR installations. The CONTRACTOR shall be responsible for determining and performing any needed sub-surface utility engineering (SUE) work.

4.7 Network and Utility Services

The CONTRACTOR shall have the necessary equipment and personnel capable of performing various types of fiber optic repair needed in the field including, but not restricted to: mid-span fusion splicing, trunk splicing, OTDR testing, fiber enclosure installations, termination of fiber inside fiber trays and full fiber sections replacement. The CONTRACTOR shall have the capability to install both open trench and directional bored conduit for new installation and replacement of damaged conduit. It shall be the responsibility of the CONTRACTOR to perform all SUE per Section 4.6 Utility Coordination and obtain permits required by the MCG/SBMC before the CONTRACTOR commences any work. After completion of fiber related work by the CONTRACTOR a report shall be presented to the MCG/SBMC DESIGNATED REPRESENTATIVE for record keeping of fiber communications infrastructure. No fiber related work shall be started by the CONTRACTOR without written authorization by the MCG/SBMC designated representative(s).

4.8 MAINTENANCE JURISDICTION

Initially, the services of the Contract will include approximately **100** centerline miles of fiber optic cable and conduit infrastructure. MCG/SBMC reserves the right to add future conduit and cable to the Contract as they are installed. It is understood that additions to the contract may incur changes to the retainage fee submitted by the Contractor. All additions will be discussed with the CONTRACTOR prior to implementation and are not assumed to be "automatically" covered.

5.0 Maintenance of Traffic (MOT)

MOT shall include the planning, furnishing, installing, maintaining, and removing of traffic control and safety devices. MOT is incidental for all maintenance tasks, except when the work is within 15 feet of the edge of travel or when a lane closure is needed.

Any work where CONTRACTOR personnel are in a travel lane shall require a lane closure(s). A request for a lane closure must be submitted to the MCG/SBMC designated representative(s) for approval two weeks in advance of the proposed lane closure. The CONTRACTOR will be given a notification list by the MCG/SBMC designated representative(s) containing all contacts that shall be notified of the lane closure by the CONTRACTOR.

The CONTRACTOR shall have at least one individual on its staff throughout the term of the Contract certified by the American Traffic Safety Services Association (ATSSA) as a Worksite Traffic Supervisor. This person will be responsible for ensuring the CONTRACTOR deploys the proper MOT.

6.0 ITEMS TO BE FURNISHED BY THE CONTRACTOR

The CONTRACTOR shall furnish vehicular equipment (i.e., inspection trucks, bucket trucks, etc.); field engineering and test equipment including necessary tools; expendable type materials and supplies; and mobile phones/radios in order to provide a maintenance force that is fully equipped to carry out the responsibilities assigned to it. The CONTRACTOR shall furnish any computer services needed for project scheduling and control. Material provision will be accomplished by dividing the materials between major and minor.

MCG/SBMC will stock and provide major materials. CONTRACTOR will stock and provide minor materials. CONTRACTOR will stock a fixed amount of maintenance and repair materials as follows:

Minor Materials

1. All splice materials required for temporary mechanical splices or permanent fusion splices to include one splice closure.
2. Mule tape and rodding material for pulling cable into vacant ducts.
3. Cable lubrication materials.

6.1 ITEMS TO BE FURNISHED BY MCG/SBMC

Major Materials

MCG/SBMC will maintain a stock of the following materials at its designated service center.

1. One 2500' reel of single mode 144-fiber duct cable suitable for replacement in underground FuturePath conduit.
2. One 2500' reel of single mode 72-fiber duct cable suitable for replacement in underground FuturePath conduit.
3. One 2500' reel of single mode 24-fiber duct cable suitable for replacement in underground FuturePath conduit.
4. One 2500' reel of 2" Duraline FuturePath conduit with (7) microtube innerduct.
5. One 2500' reel of 1 1/4" HDPE conduit.
6. One (1) 24"X36"X36" pull box with cover.
7. One (1) 36"X60"X36" splice box with cover.
8. Warning signs and markers.

7.0 OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS

The CONTRACTOR shall follow all safety requirements outlined in the National Electric Safety Code (NESC), the Occupational Safety and Health Administration (OSHA), and any Standards or practices for safe installation of required equipment per the Contract.

PROPOSAL SIGNATURE FORM
RFP #10-2070FL

Firm Name

Mailing Address:

() _____
Telephone Number

City, State, Zip Code

The undersigned attests to his (her, their) authority to submit this proposal and to bind the firm herein named to perform as per agreement. If the firm is selected by the County the undersigned certifies that he/she will negotiate in good faith to establish an agreement to provide conduit/fiber optic maintenance, support and restoration services for the MCG/SDMC owned fiber optic cabling and conduit infrastructure according to the requirements of this RFP #10-2070FL.

Signature

Witness Signature

Date: _____

Date: _____

Name and Title of Above Signer

Name and Title of Above Signer

Address of any branch office
proposed to service Manatee County other than above

Name and Title of Firm's Representative for Manatee County

Telephone Number of Firm's Representative for Manatee County

ATTACHMENT "A"

Drug Free Work Place Certification

SWORN STATEMENT PURSUANT TO RESOLUTION R-93-22, ON DRUG FREE WORK PLACES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the Manatee County Board of County Commissioners by:

_____ 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 county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it will provide a drug free work place by:

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

- (i) the dangers of drug abuse in the work place;
- (ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
- (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) the penalties that may be imposed upon employees for drug abuse violations.

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

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

- (i) abide by the terms of the statement; and
- (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

(4) Notifying the County within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE COUNTY ADMINISTRATOR DETERMINES THAT:

- (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) or Resolution R-01-36 Section 4, E (1) (a) or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by Resolution R-01-36 Section 4, E (1) (a).

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____ by _____.

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

Notary Public Signature My commission expires _____

[Print, type or stamp Commissioned name of Notary Public]

ATTACHMENT "B"

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO
MANATEE COUNTY CODE OF LAW

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the Manatee County Board of County Commissioners by _____
[print individual's name and title]

_____ for _____
[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 county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such 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 County's Purchasing Director. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the County.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____ by _____.

Personally known _____ OR Produced identification _____
[Type of identification]

Notary Public Signature My commission expires _____

[Print, type or stamp Commissioned name of Notary Public]

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.