REQUEST FOR PROPOSAL #14-1905-OV Installation of a Layer 2 Carrier Ethernet Switch IP/MPLS Router Microwave System

Manatee County, a political subdivision of the State of Florida (hereinafter "Manatee County" or the "County") will receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, to provide an All Inclusive Turnkey Solution for the Installation of a Layer 2 Carrier Ethernet Switch IP/MPLS Router Microwave System.

To insure that all prospective Proposers have sufficient information and understanding of the County's needs, a **Non-Mandatory Information Conference** will be held <u>July 1</u>, <u>2014 10:00A.M</u> at the <u>Public Safety Center located at 2101 47th Terrece East (19th Street Ct. E), Bradenton, FL 34203, Chardonnay Room. All Proposers are encouraged to attend this information conference.</u>

<u>DEADLINE FOR CLARIFICATION REQUESTS</u>: <u>July 11, 2014 at 5:00 PM</u> shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to the Manatee County Purchasing Division. This deadline has been established to maintain fair treatment for all potential bidders or Proposers, while ensuring an expeditious transition to a final agreement.

TIME AND DATE DUE: Proposals will be received until **July 23, 2014 at 4:00 P.M.** at which time they will be **publicly opened**. All interested parties are invited to attend this opening.

TABLE OF CONTENTS:

Pages 2 - 8
Pages 9 - 25
Page 26 - 33
Page 34 - 35
Page 36
Attachment A
Attachment B
Attachment C
Attachment D

Important Note: A prohibition of Lobbying is in place. Please review paragraph A.17 carefully to avoid violation and possible sanctions.

FOR INFORMATION CONTACT:

Olga Valcich, CPPB, Contract Specialist (941) 749-3055 / Email: olga.valcich@mymanatee.org Manatee County Financial Management Department Purchasing Division

AUTHORIZED FOR RELEASE: DWW

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 <u>publicly opened</u> at Manatee County Purchasing Division, 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.

A.02 PROPOSAL INFORMATION AND PROPOSAL DOCUMENTS

Request For Proposals on http://www.mymanatee.org

Request for Proposal documents and the Notices of Intent to Award related to those 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 access 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.

Manatee County collaborates with the Manatee Chamber of Commerce on distributing solicitations using the Chamber website: http://www.Manateechamber.com. This stop is in addition to the posting on Manatee County Government web page.

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 "MyDemandStar". Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Note: The County posts the **Notice of Source Selection** prior to COMMENCING NEGOTIATIONS with the selected firms.

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

A.03 REQUIREMENTS FOR FORMAT AND DELIVERY OF PROPOSALS

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 Division 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 Division. 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.

Proposals must be submitted in the format specified in Section C hereof. The contents of each proposal shall be **separated and arranged with tabs in the same order as listed in the Subsections within Section C** identifying the response to each specific item thereby facilitating expedient review of all responses.

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 Division. The County shall not be responsible for oral interpretations given by any County employee, representative, or agent. The issuance of a written addendum by the Purchasing Division is the only official method whereby interpretation, clarification or additional information can be given.

Addenda shall be posted on http://www.mymanatee.org.

It shall be the responsibility of each Proposer, prior to submitting their proposal, to contact the Manatee County Purchasing Division at (941)748-4501, ext. 3014 to determine if addenda were issued and to acknowledge receipt of same on the Proposal Signature page (Attachment A).

<u>DEADLINE FOR CLARIFICATION REQUESTS</u>: <u>July 11, 2014 at 5:00 PM</u> shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to the Manatee County Purchasing Division.

This deadline has been established to maintain fair treatment for all potential bidders or Proposers, while ensuring an expeditious transition to a final agreement.

A.05 SEALED & MARKED

One signed Original (marked Original, Four (4) Copies (marked Copy) along with four (4) CDs) of your proposal shall be submitted in one sealed package, clearly marked on the outside "Sealed Proposal #14-1905-OV, Installation of a Layer 2 Carrier Ethernet Switch IP/MPS Router Microwave System" and addressed to:

Manatee County Purchasing Division 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

Upon receipt, all inquiries and responses to inquiries related to this Request for Proposal become "Public Records" and are subject to public disclosure consistent with Chapter 119, Florida Statutes.

Proposals become subject to disclosure thirty (30) days after the Opening or if a notice of intended award decision is made earlier than this time as provided by Florida Statute 119.071(1)(b). No announcement of review of the offer shall be conducted at the public opening. If the County rejects all offers and concurrently notices its intent to reissue the solicitation, initial offers are exempt until the County provides notice of its intended decision or, thirty (30) days after the opening of the new offers.

Pursuant to Florida Statutes 119.0701, to the extend successful Proposer is performing services on behalf of County, Successful Bidder must:

 Keep and maintain public records that ordinarily and necessarily would be required by County in order to perform the service;

- b. Provide the public with access to public records on the same terms and conditions that would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements and are not disclosed except as authorized by law, and;
- d. Meet all requirements for retaining public records and transfer, at no cost, to County all public records in possession of the Successful Proposer upon termination of the awarded Contract and / or PO and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to County in a format that is compatible with County's information technology systems.

A.10 ERRORS OR OMISSIONS

Once a proposal is submitted, the County shall not accept any request by any Proposer to correct errors or omissions in the proposal.

A.11 DISQUALIFICATION DUE TO NON-RESPONSIVENESS

Manatee County reserves the right to find that any proposal received which does not contain all of the information, attachments, verification, forms or other information, may be considered non-responsive and therefore be disqualified from eligibility to proceed further in the RFP process.

A.12 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.13 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 Chapter 2-26.

A.14 CODE OF ETHICS

With respect to this proposal, if any Proposer violates, directly or indirectly, the ethics provisions of the Manatee County Purchasing Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Proposer will be disqualified from eligibility to perform the work described in this Request for Proposal, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids or proposals to supply goods or services to, Manatee County.

By submitting a proposal, the Proposer represents to the County that all statements made and materials submitted are truthful, with no relevant facts withheld. If a Proposer is determined to have been untruthful in its proposal or any related presentation, such Proposer will be disqualified from eligibility to perform the work described in this Request for Proposal, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids or proposals to supply goods or services to, Manatee County.

A.15 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;

- no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition;
- d. the only person or persons interested in this proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees.

A.16 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted Proposer 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 for a period of 36 months from the date of being placed on the convicted Proposer list.

In addition, Manatee Code of Laws Chapter 2-26 Article V prohibits the award of County contracts 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 any 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 reasonable 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. **Proposer is to complete Attachment "B" and submit with your proposal.**

A.17 LOBBYING

After the issuance of any Request for Proposal, prospective Proposers, or any agent, representative or person acting at the request of such Proposer shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the Request for Proposal. This prohibition includes the act of carbon copying officers, agents or

employees of Manatee County on email correspondence. This requirement begins with the issuance of a Request for Proposal, and ends upon execution of the final Contract or when the Proposal has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code of Law Chapter 2-26.

A.18 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, Manatee County hereby notifies all prospective Proposers that they will affirmatively ensure 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 or national origin in consideration for an award of contract.

A.19 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 to request accommodations.

END SECTION A

SECTION B: SCOPE OF SERVICES

B.01 SCOPE

Manatee County is requesting a Turnkey Proposal to be submitted for the installation of a Layer 2 Carrier Ethernet switch IP/MPLS router microwave system. Proposer must share existing antennas systems currently utilized by an Alcatel Lucent MDR8000 microwave network. Both systems shall remain operational, as per this RFP technical specifications requirement at the following microwave paths:

Phase 1: Myakka City – Duette Tower Phase 2: Duette Tower – East Tower Phase 3: East Tower – Lorraine Road Tower Phase 4: PSC- Lorraine Road Tower Phase 5: PSC- Main Tower

This section provides specifications and requirements for an integrated monitoring and control system for local and remote site facilities and equipment. The system is used to provide remote indication of status, alarms, alarm history and analog values.



Figure 1: Myakka City - Duette Tower & Duette Tower - East Tower microwave paths



Figure 2: East Tower – Lorraine Road Tower microwave path.



Figure 3: PSC- Lorraine Road Tower microwave path.



Figure 4: PSC- Main Tower microwave path.

B.02 TECHNICAL SPECIFICATIONS

Microwave Router Radio Specifications:

- (2) T1/E1 ports for legacy TDM
- Available Interfaces
 - o 1000Base-T

Electrical RJ-45
 Optical 1310 nm single mode
 Optical 1550 nm single mode
 1000Base-SX
 1000Base-LX
 1000Base-ZX

- o Optical 850 nm multimode
- o RJ-45 8x 10/100/1000Base-T
- SFP GigE (4x unpopulated) 4x 10/100/1000Base-X (unpopulated)
- Carrier Ethernet/L2 Services QoS, VLAN and Q-in-Q support, RSTP/MSTP, L2LA (802.1AX), EOAM
- Coding 1024QAM-MT, 1024QAM-MG
- Combined Native Gigabit Ethernet & native TDM on the same hardware platform.

- Configuration: 1+0
- Detailed traffic routing and cross-connect across the hop and between colocated terminals at node.
- Dynamic Payload Mapping suite of features:
- Fixed and Adaptive QPSK, 16, 32, 64, 128, 256, 512, 1024 QAM
- Increase capacity through software license upgrade without hardware changes.
- · Integrated failure recovery across all layers
- Integrated protection of radio-router interface
- Integrated Traffic Management
- IP/MPLS networking IPv4, Dynamic Routing Protocols (RIP,OSPF,BGP,ISIS),
- IPv4 and IPv6
- Jumbo Frames up to 10k bytes
- Layer 2 and Layer 3 hashing
- Layer 3 Routing / IP/ MPLS Services
- MAC address register 8000 entries minimum
- MPLS L2 VPN (VPLS), VRF (Virtual Routing Facility), MPLS OAM
- Multi-layer Header compression (ML-HC)
- Nodal Capacity (1 Chassis 1 Rack Unit)
- Reallocate payload among interface types as needed to accommodate changing traffic patterns.
- Reallocate payload among interface types as needed.
- Real-time diagnostics and link performance monitoring.
- Removable license card retains configuration during change out.
- Secure Network Management with SNMPv3.
- Support IF and PoE Connected Radios
- VLAN using IEEE 802.1p & 802.1Q for Traffic Class priorities (QoS), portbased and tag-based VLAN.
- Web GUI Supports IPv4/v6

Note: Current as built and FCC licensing information has been attached to the RFP.

The SELECTED PROPOSER shall be responsible for furnishing a complete and fully functional system including, but not limited to the following components:

- 1. Microwave communications backhaul equipment.
- 2. Guarantee of reliability of 99.999% @ 100 Mbps.
- 3. Must specify network availability above 100 Mbps.
- 4. Microwave communications backhaul installation and provisioning.
- 5. Comply with responsibility matrix on Appendix 1
- 6. The selected Proposer shall be responsible for all microwave frequency research, prior coordination and preparation of all associated FCC license applications and submittals on behalf of the County. The County shall be responsible for coordination fees and licensing fees, if any and signatures, as applicable.
- 7. Network management / monitoring capabilities.

B.03 GENERAL

The SELECTED PROPOSER shall be responsible for the following:

- 1. Acceptance testing
- 2. Cutover plan and execution
- 3. Engineering and system design
- 4. Furnishing and installing system equipment and ancillary facilities
- 5. Project management
- 6. Software installation and programming
- 7. Training
- 8. Warranty and maintenance
- 9. Proposer must provide a manufacturer technical support service that's available 365 days per year, 24 hours per day, and 7 days per week.
- 10. Proposer shall have a local service provider capable of responding (on site) to an emergency calls within 4 hours after being notified. The local service provider must be factory certified and have a minimum of two years' experience maintaining systems of the same brand and generation of the proposed system.
- 11. Work shall be planned, coordinated and conducted with minimal interruption of service to existing radio and microwave networks.

- 12. All equipment shall be provided in new condition and be covered by a full manufacturer's warranty of not less than one year.
- 13. In the event that requirements are stated in more than one section and appear to conflict, the more stringent requirement shall apply.
- 14. The proposed Microwave communications backhaul network shall comply with the latest applicable (SoR) adopted as TIA and/or ANSI standards at the time of proposal submission.

B.04 STANDARDS AND GUIDELINES

SELECTED PROPOSER shall comply with the following standards, rules, regulations, and industry guidelines:

- 1. American National Standards Institute (ANSI)
- 2. National Electrical Manufacturer's Association (NEMA)
- 3. Electronics Industry Association (EIA)
- 4. Telecommunications Industry Association (TIA)
- 5. Telecommunications Distribution Methods Manual (TDMM)
- 6. National Electrical Code (NEC)
- 7. Institute of Electrical and Electronics Engineers (IEEE)
- 8. Federal Communications Commission (FCC)
- 9. Underwriters Laboratories, Inc. (UL)
- 10. American Society of Testing Materials (ASTM)
- 11. National Fire Protection Association (NFPA) 1221
- 12.PROPOSER shall comply with industry best practices for system installation, grounding, bonding, and transient voltage surge suppression (TVSS), the following standards are acceptable:
 - a. Motorola R56 Standards and Guidelines for Communication Sites (latest revision)
 - b. Harris Site Grounding and Lightning Protection Guidelines (AE/LZT 1234618/1 latest revision)
 - c. Other contractor / industry standard PROPOSER shall provide to the County for review and approval prior to contract award.
- 13. Governing codes and conflicts: If the requirements of this RFP conflict with those of the governing codes and regulations, then the more stringent of the two shall become applicable.

14. If the PROPOSER cannot meet any of the standards or guidelines listed above, the PROPOSER shall list any and all deviations in their proposal for approval by the County.

B.05 PROJECT MANAGEMENT

- The PROPOSER shall provide a Project Management Plan which includes a detailed Work Breakdown Structure (WBS), project scope, deliverables, schedule, QA/QC processes, migration plan and risk management sections.
- The Plan shall describe how the SELECTED PROPOSER intends to monitor and control the installation, deployment and migration of the proposed system and mitigate risks in order to ensure that the system meets the design specifications and is delivered on time.
- 3. Regularly scheduled status meetings shall be established between the County Project Team and the SELECTED PROPOSER. The SELECTED PROPOSER shall provide a schedule for these meetings subject to the approval of the County.

Scheduling

- 1. The SELECTED PROPOSER shall develop and maintain a project schedule including tasks, milestones, start and end dates, task prerequisites, and task owners based on an approved WBS.
- The schedule shall represent tasks associated with completing work on all items identified in the WBS. The project schedule shall be updated with actual dates as tasks are completed.
- 3. The updated schedule shall be provided as an agenda item for all weekly status meetings between the County and the SELECTED PROPOSER.
- 4. The schedule shall address the following at a minimum:
 - a. Acceptance testing
 - b. Detailed design review
 - c. Equipment delivery
 - d. Site preparation
 - e. Site surveys
 - f. System and equipment warranty
 - g. System design
 - h. System cutover
 - i. System documentation development and delivery

- j. System installation
- k. System optimization
- I. User training

Project Meetings

- 1. A project kickoff meeting shall be scheduled prior to the beginning of the project.
- 2. Weekly project status meetings shall be scheduled following contract award and the initial kickoff meeting.
- 3. The SELECTED PROPOSER shall be responsible for scheduling the meetings as well as preparing meeting agendas and minutes. In addition to those identified in the Scheduling section, above, meeting agenda items shall include, as a minimum, the following items:
 - a. Action item assignments
 - b. Changes
 - c. Plans for the next period
 - d. Punch list review
 - e. Risk items
 - f. Status of deliverables

Project Punch List

- 1. The SELECTED PROPOSER shall establish and maintain a punch list, as mutually agreed to with the County, for site facilities, equipment, and for acceptance tests.
- 2. The punch list shall be maintained in real time and include the following at a minimum:
 - a. Date identified
 - b. Expected resolution date
 - c. Full details about how each punch list item was resolved and tested
 - d. Item description
 - e. Notes about the item.
 - f. Resolution date
 - g. Sequential punch list item number
 - h. The party responsible for resolution

- 3. If responsibility for resolving an item is transferred to another person or group, a new entry shall be added to the punch list and the original entry shall be appropriately noted.
- 4. The SELECTED PROPOSER shall be responsible for reviewing each punch list item, and advising the County of any changes. The status of punch list items shall be updated during each weekly status meeting.
- 5. Software/Firmware updates must be thoroughly regression tested prior to being released and implemented.
- 6. Software updates must include release information identifying the changes made, either to repair a problem or enhancements made.

Project Staffing

- Project staffing shall be managed by the SELECTED PROPOSER based on workload and the level of effort throughout the implementation / installation process; however, the positions identified below shall be staffed throughout the duration of the project and shall not be changed without prior approval by the County.
- 2. SELECTED PROPOSER Project Manager:
 - a. The SELECTED PROPOSER's Project Manager shall be the primary point of contact between the County and the SELECTED PROPOSER.
 - b. The SELECTED PROPOSER's Project Manager shall bear full responsibility for supervising and coordinating the installation and deployment of the communications system; be responsible for development and acceptance of the Project Management Plan; managing the execution of the project against that plan; and overseeing the day-to-day project activities, deliverables, and milestone completion.
 - c. The SELECTED PROPOSER's Project Manager shall be responsible for coordination of the weekly status meetings.
- 3. SELECTED PROPOSER Project Engineer:
 - a. The SELECTED PROPOSER's Project Engineer shall have the primary responsibility for managing the system design and ensuring that the system is installed in accordance with the approved system design.
 - b. Any deviation from the system design shall be subject to project change control procedures and will not be undertaken until approved by the County.

- c. The SELECTED PROPOSER's Project Engineer shall ensure the development of block diagrams, system level diagrams, and rack diagrams to assist the installation team in completing the system installation.
- d. The Project Engineer shall also supervise the development and execution of the Acceptance Test Plan, the Coverage Acceptance Test Plan, and guide the project team through the processes and procedures necessary to prove that the system performs as specified in the contract. No test plan will be executed until reviewed and approved by the County.

Preliminary Design

The SELECTED PROPOSER shall submit a Preliminary Design Document within 30 days of contract award. The Preliminary Design Document shall include the following:

- 1. Detailed list of materials for each site
- 2. Detailed project schedule
- 3. Draft copies of acceptance test plans
- 4. FCC frequency coordination proposal plans
- 5. Microwave path engineering reports
- 6. QA/QC Plan
- 7. System block diagrams
- 8. System description including subsystem

Final Design

The SELECTED PROPOSER shall submit the Final Detailed Design Document within 60 days of contract award. The Final Detailed Design Document shall include the following:

- All acceptance test plans
- 2. Any updates to previously submitted design information
- Detailed description of system operation
- 4. Detailed description of system operation during various failure scenarios
- 5. Detailed equipment list
- 6. Final project schedule including staff levels
- 7. Site installation drawing
- 8. System operation and maintenance manuals for all equipment

9. Hardware and software configuration sheets

Maintenance

The SELECTED PROPOSER shall maintain and repair all systems, equipment, hardware and software throughout the implementation / migration and warranty period. The County reserves the right to have technical staff onsite to witness, and if desired, assist in the maintenance and troubleshooting procedures. This does not relieve the SELECTED PROPOSER from warranty and maintenance responsibility as defined in this RFP.

Post-Warranty Maintenance

- Comprehensive maintenance services shall be proposed for the system starting at the end of the warranty period.
- 2. PROPOSER shall propose maintenance services for subsequent years, renewable on an annual basis. Plans should be based on the quantities of equipment included in the proposed system.
 - a. This service must include:
 - i. Full hardware maintenance
 - ii. Full software upgrade subscription including any hardware and labor cost.
 - b. The PROPOSER shall fully describe the terms and conditions of the maintenance services in the Proposal.
 - c. The SELECTED PROPOSER shall indicate who the local authorized repair facility will be for post warranty repairs upon completion of the Detailed Design Review process.
- 3. The Proposer shall provide pricing to extend system maintenance on an annual basis for additional 4, 9 and 14 years following the expiration of the one-year system warranty period. These plans shall include as a minimum:
 - a. Equipment onsite service:
 - i. 4-hour response time
 - ii. Next day response time
 - b. FRU (Field Replacement Unit):
 - iii. Normal response 7-day
 - iv. Emergency response Next day

Maintenance Standards

- 1. Replacement parts used in repairs shall be equal or better in quality and ratings as the original parts.
- 2. Equipment shall be maintained in a clean condition. Oil, dust and other foreign substances shall be removed on a routine basis.
- Equipment and system performance shall be maintained at the level initially described in these equipment and systems specifications. The service organization shall maintain records to confirm this has been done at intervals defined by the County.
- 4. The SELECTED PROPOSER shall provide only factory trained and authorized maintenance personnel.

Parts Availability

- 1. From the date of final acceptance to the seventh anniversary of the date of final acceptance, the SELECTED PROPOSER shall maintain replacement parts for all delivered equipment.
- In the event the SELECTED PROPOSER plans to discontinue stocking any part required for maintenance after the seventh anniversary of acceptance, the SELECTED PROPOSER shall send written notice to the County 24 months prior to the date of discontinuance to allow for last-time buys and replenishment.
- 3. All parts, ordered on a priority basis, shall be delivered within 24 hours after placing an order. The SELECTED PROPOSER shall provide year around, 24 hour ordering facilities via telephone, internet, e-mail, and fax service.

Spare Equipment

- 1. PROPOSER shall propose to the County as an OPTION, recommended spare parts for the system, subsystems, and individual equipment.
- 2. The list of spare parts shall include, but is not limited to:
 - a. Any Proposer identified Field Replaceable Units (FRUs)
 - b. Any infrastructure component, which does not have FRUs that can cause a critical failure if it were to fail. Examples could include antennas and other non-modular components.
 - c. Spares for less critical items shall also be enumerated and priced.
- 3. The list shall include items that will rapidly and completely restore all critical system functionality with the least amount of effort, e.g., board replacement instead of troubleshooting to component level when a critical unit has failed.

4. The quantities of spares in the list shall be appropriately sized to accommodate equipment quantities in the system.

System Implementation, Test, and Acceptance (General)

- 1. The SELECTED PROPOSER shall attend project and construction meetings as deemed necessary by the County prior to and during installation.
- Additional meetings may be scheduled at the discretion of the County. If any changes in the overall timeline occur, the SELECTED PROPOSER shall update the project schedule for discussion during these project meetings.
- 3. The SELECTED PROPOSER shall provide written minutes of all meetings no later than five business days after the meeting.

Staging

- 1. Each individual assembly or equipment unit shall undergo factory testing prior to shipment.
- Standard factory test documentation, documenting the tests performed and indicating successful completion of testing shall be submitted to the County.
- 3. System Staging:
 - a. The complete system shall be staged and tested at the factory, in the United States, to the greatest extent practical. The intent of the staging tests is to demonstrate to the County that the system is ready for shipment and installation.
 - b. The Staging Acceptance Test Plan, documenting tests to be performed during Staging, shall be approved by the County prior to System Staging.
 - c. The SELECTED PROPOSER shall provide all necessary technical personnel, and test equipment to conduct staging tests. All deviations, anomalies, and test failures shall be resolved at the Proposer's expense.
 - d. The SELECTED PROPOSER shall use an approved Staging Acceptance Test Plan (SATP). It is expected that the SATP has been performed and all tests have been successful before the County witnesses the official SATP. The SATP shall be signed and dated by the Proposer and County representatives following completion of all tests. All tests in the SATP shall be marked as either pass, fail, or pass qualify.

- e. Failed tests shall be documented, corrected, and retested. All defective components shall be replaced and retested. Defective components that cannot be corrected shall be replaced at the expense of the Proposer.
- f. Retest of individual failed SATP tests or the entire plan shall be at the County's discretion.
- g. The fully executed, completed and signed SATP document shall be provided to the County.

System Installation

- 1. Installation shall consist of a complete, tested, system to include placement of associated cabling, appropriate system layout and terminal connections. The SELECTED PROPOSER shall connect to existing DC power source and shall furnish any other hardware, adapters and or connections to deliver a complete operable system to the County at the time of acceptance.
- 2. All installations shall be performed by factory authorized or SELECTED PROPOSER affiliated service shops. Other shops or installers may be used upon mutual agreement between the County and the SELECTED PROPOSER. Qualified, adequately trained personnel familiar with this type of work shall perform all installations. Proposers shall provide the names of the service shops, a summary of their experience and a list of five references (minimum) for each proposed shop.
- 3. The SELECTED PROPOSER shall coordinate with others, as appropriate, to confirm that any prep work that affects the installation of equipment, such as tower work, coring, bracing, conduit, electrical, etc., is complete before final inspection.
- 4. The SELECTED PROPOSER shall provide and pay for all materials necessary for the execution and completion of all work. Unless otherwise specified, all materials incorporated into the permanent work shall be new and shall meet the requirements of this RFP. All materials furnished and work completed shall be subject to inspection by the County or the County's Engineer.
- 5. Equipment supplied as spare equipment may not be used for installation of the proposed system. All spare equipment must be supplied in an unused condition.
- 6. All equipment and devices shall be cleaned internally and externally, and all damaged finishes shall be repaired.
- 7. Worksites shall be left neat and broom swept upon completion of work each day. All shelter floors will be thoroughly cleaned and all scuff marks

and abrasions will be removed prior to acceptance. All trash shall be removed weekly.

8. Inspection:

- a. The County shall conduct an inspection of the installations upon substantial completion. Any deficiencies shall be documented on a single punch list and provided to the Contractor for resolution.
- b. Final acceptance testing shall not commence until all punch list items are resolved.

Final Acceptance Testing

- Prior to Final acceptance testing, the SELECTED PROPOSER shall verify and document that all equipment, hardware, and software are upgraded to the latest factory revision. Multiple revision levels among similar equipment are not acceptable. The County shall be given two weeks written notice that the system is ready for final acceptance testing. The Final Acceptance Test Plan shall test all items described in the detailed design documents.
- 2. Final Acceptance Test Plan (FATP):
 - a. The SELECTED PROPOSER shall use the completed and County approved Final Acceptance Test Plan (FATP). It is expected that the FATP has been performed and all tests have been successful before the County witnesses the official FATP. The FATP shall be signed and dated by the SELECTED PROPOSER and County representatives following completion of all tests. All tests in the FATP shall be marked as either pass, fail, or pass qualify.
 - b. The SELECTED PROPOSER shall provide all necessary technical personnel and test equipment to conduct FATP tests. All deviations, anomalies, and test failures shall be resolved at the Proposer's expense.
 - c. Failed tests shall be documented, corrected, and retested. All defective components shall be replaced and retested. Defective components that cannot be corrected shall be replaced at the expense of the Proposer.
 - d. Retest of individual failed FATP tests or the entire plan shall be at the County's discretion.
 - e. The fully executed and completed FATP document shall be provided to the County.

As-Built Documentation

- 1. At the completion of the installation phase, the SELECTED PROPOSER shall provide complete as-built documentation as outlined below:
 - a. Block and level diagrams
 - b. Cabling and terminations
 - c. Equipment provided
 - d. Plan and elevation drawings of all equipment including antennas on towers
 - e. Setup and alignment information
 - f. Successfully completed, signed, and dated acceptance test plans
 - g. Hardware and software configuration settings

System Acceptance

- The County shall deem the system ready for final acceptance following successful completion and approval of the following:
 - a. As-built documentation
 - b. Final Acceptance Test Plan (FATP)
 - c. Final Design submittals
 - d. Final inspection and punch list resolution
 - e. Staging Acceptance Test Plan (SATP)
 - f. System installation
 - g. Training

System Management Training

The Proposer will be expected to provide on-site training to selected communications system supervisor and management personnel who will be responsible for administering services and monitoring the microwave network. This training shall include intensive instruction on all aspects of tasks necessary to operate the system.

The System Manager training course will be a comprehensive program designed to familiarize the microwave network available features, reports, and diagnostics.

The System Manager course may include the following topics:

- Available diagnostics
- Available features
- Available reports

- Basic troubleshooting techniques
- Detailed discussion of alarm system
- Detailed discussion of system failure modes
- Development and maintenance of system databases
- Hands-on familiarization with all of the above
- Operational theory of all system components
- System alarm and management systems
- System Overview

Network Management Terminal (NMT)

- The NMT shall provide primary processing, display, and control of information to and from a variety of locations. System status and alarm conditions shall be displayed. The system shall provide the ability to remotely access the system to check the operational status of the system and view alarms.
- 2. The NMT shall meet the following general requirements:
 - a. Simple Network Management Protocol (SNMP) Compatible.
 - b. A secure web browser interface shall be provided for common management functions, and to monitor alarms and perform control and management functions via Intranet or Internet.

END SECTION B

SECTION C: FORM OF PROPOSAL

This section identifies specific information which must be contained within each proposal. The contents of each proposal shall be <u>separated</u> and <u>arranged with tabs</u> in the same order as listed in <u>Sections C.01, through C.04</u>, identifying the response to each specific item.

Proposals shall completely describe the equipment and methods that will be used to implement the system. The intent of this document is to allow RESPONDENTS to propose the best equipment, technology, and methods available to provide a state of the art public safety microwave backhaul system of high quality and performance.

The information that you provide shall be used to determine those Proposers with perceived ability to perform the Scope of Services as stated in this Request for Proposal which may overall best meet the needs of Manatee County. A review with those Proposers reasonably susceptible of being selected for award may be conducted for the purposes of clarification of both ability and benefit to Manatee County. See Section D. Selection.

C.01 MINIMUM QUALIFICATIONS (Licensing) TO BE CONSIDERED

To qualify for any consideration, the Proposer(s) must present proof of any licensing or certification which will be required by law to perform the services set out in the scope of services required in this RFP.

Proposals may be presented by a single business entity, a joint venture, or partnership.

Proposer must present factory training certifications pertaining the same brand and generation of the proposed system.

Proposer must present factory training certifications pertaining to Alcatel Lucent MDR-8000 series radios.

Prior to any consideration of the responses to the criteria in this Request for Proposal, Proposers are to document in their Proposals they have the following experience:

MINIMUM EXPERIENCE TO BE CONSIDERED

Proposers shall have substantial, current and verifiable experience in performing or overseeing the performance of the services described within the scope of services set forth herein. In the event more than one entity is joining in making this proposal, each entity shall set forth its respective experience and qualifications for those areas the entity intends to perform.

Proposer that fails to meet any of the minimum qualifications will not be considered.

Proposals shall not be accepted that include systems or equipment at the end of their respective lifecycles. A product for which development and/or distribution will be discontinued within the next four years shall be considered "end of life" products.

If subcontractors are to be used in your proposal given to meet the minimum qualifications 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.

To validate experience, expertise and capabilities, Proposers shall provide the following details for each of the Proposer(s)' relevant past performance of similar projects:

- a. Name and location of the Client and the project, the year of performance and the date the project was fully operational and accepted. The specific details of the project including the components and subcontractors utilized.
 - Specify the name, title and telephone number for the Clients contract manager for the project;
- b. Names of your firm's staff and their direct involvement in the project;
- Names and telephone numbers of the persons representing the individual agencies with which the identified key staff directly worked; and
- d. Governmental agency, if any, which verified compliance with its requirements or standards, and the names and telephone numbers of the key persons with direct knowledge of this process to achieve compliance.

After Manatee County staff validates the Minimum Qualifications have been met, those Proposals found to be in compliance will be considered by the evaluation committee.

C.02 ADMINISTRATIVE SUBMITTAL

- a. Proposal Signature Form (Attachment A).
- b. Public Contracting and Environmental Crimes Certification (Attachment B).

C.03 INFORMATION TO BE SUBMITTED REGARDING PROPOSER(S)

Note: Tabs are required to identify each item defined in this Section.

C.03.1 Provide a description of each Proposers' background and size. Provide a general statement of qualifications to include Proposers' professional credentials, legal status, and experience in providing the service enumerated in this Request for Proposal.

- C.03.2 Submit a narrative explaining the direct economic benefit to Manatee County to be realized by selecting Proposer(s). Please include a discussion of the employment, subcontracting, and support services contracting which would be procured within Manatee County.
- C.03.3 Provide an **explanation of the Proposers' legal capacity** to perform all parts of the scope of services. Include a description of corporate or other structure and governance, and detail the legal, financial, and technical capabilities of Proposer(s) relevant to performing the scope of services. If more than one Proposer is teaming up to file a proposal, any prior work any two or more joint proposers have done before should be detailed.
- C.03.4 Identify each **principal of the firm and other "key personnel"** who will be professionally associated with the County. Do not include personnel that will not have a key role in providing services. Describe their respective areas of expertise.

For each identified person, provide the following:

- Full Name
- Title
- Professional credentials
- Area of expertise, individual's roles and duties in providing services
- Office address
- Email address
- Telephone number
- Personalized resumes which identify the qualifications, training and experience of each key personnel
- C.03.5 Disclose any ownership interest in other entities involved in these services which might reasonably be selected to perform work under the scope of services set forth in this Request for Proposal. This ownership disclosure shall be included, whether such ownership occurs by the Proposer through a parent, subsidiary or holding company or any other form of business entity. Submit entity names and the percent of ownership for each.
- Provide authorization for a Manatee County auditor and/or financial analysts to have access to your financial records at the primary location of the business entity explained in response to item C.03.6, or such other location as may be agreed, for the purposes of verifying your financial representations, review and assessment of the historical and current financial capacity of your business entity and its expected ability to meet ongoing financial obligations to the County as proposed in this proposal to Manatee County.

The County's audit and /or financial analyst agents will report their findings in a summary report to the Manatee County Purchasing Official, which will be placed in the proposal files for subsequent use and review.

- C.03.7 Recent, Current, and Projected Workload: List all projects handled by your firm during the past five (5) years and identify the volume of work previously.
- C.03.8 Include a statement of qualifications that includes Proposer's credentials and experience in providing, operating and maintaining facilities and programs as outlined in the scope of services.
- C.03.9 Submit a staffing plan which details all staffing needs Proposer(s) believe will be required to perform the programs and services proposed in the submitted proposal.
- C.03.10 Proposer shall discuss the following items:
 - Detailed description of the proposed system and services to be provided
 - 2. Detailed equipment specification sheets for all proposed equipment
 - 3. Point-by-point compliance
 - 4. Preliminary detailed project schedule
 - 5. Project staffing qualifications and experience
 - 6. Proprietary disclosure
 - 7. RF coverage predictions and guarantee reliability
 - 8. System and subsystem warranty information
 - 9. System design including complete description, block diagrams, equipment layouts, and equipment list
 - 10. Training programs
- C.03.11 Proposer shall discuss and be responsible for the following:
 - Acceptance testing
 - Cutover plan and execution
 - 3. Engineering and system design
 - 4. Furnishing and installing system equipment and ancillary facilities
 - 5. Project Management
 - 6. Software installation and programming
 - 7. Training
 - 8. Warranty and maintenance

C.03.12 Project Management

- The PROPOSER shall provide a Project Management Plan which includes a detailed Work Breakdown Structure (WBS), project scope, deliverables, schedule, QA/QC processes, migration plan and risk management sections.
- 2. The Plan shall describe how the SELECTED PROPOSER intends to monitor and control the installation, deployment and migration of the proposed system and mitigate risks in order to ensure that the system meets the design specifications and is delivered on time.
- C.03.13 PROPOSER SHALL PROVIDE AN ALL INCLUSIVE TURKEY PRICING SOLUTION FOR EACH MICROWAVE PATH(S). The County has the sole authority to select the microwave path(s) which is in the best interest of the County.

Phase 1: Myakka City – Duette Tower	Price: \$
Phase 2: Duette Tower – East Tower	Price: \$
Phase 3: East Tower – Lorraine Road Tower	Price: \$
Phase 4: PSC- Lorraine Road Tower	Price: \$
Phase 5: PSC- Main Tower	Price: \$
Fliase J. 1 JO- Mail Tower	ι 11.00. Ψ

C.03.14 Post-Warranty Maintenance

- 1. The Proposer shall provide pricing to extend system maintenance on an annual basis for additional 4, 9 and 14 years following the expiration of the one-year system warranty period. These plans shall include as a minimum:
 - a. Equipment onsite service:
 - i. 4-hour response time
 - ii. Next day response time
 - b. FRU (Field Replacement Unit):
 - i. Normal response 7-day
 - ii. Emergency response Next day
 - c. All fixed equipment maintenance plans shall provide 365 days per year, 24 hours per day, and 7 days per week system support where users can dial one toll-free number to report problems and/or receive technical support.

Extended Warranty Price Structure				
<u>Period</u>	<u>Cost</u> <u>per</u> <u>Year</u>	<u>Total Cost</u>		
4 years	<u>\$</u>	<u>\$</u>		
9 years	<u>\$</u>	\$		
14 years	<u>\$</u>	\$		

C.03.15 Spare Equipment

PROPOSER shall propose to the County as an OPTION, recommended spare parts for the system, subsystems, and individual equipment.

C.03.16 Appendix I

The attached Responsibility Matrix shall be completed by the Proposer and submitted with your Proposal:

Responsibility Matrix		
SPECIFIC REQUIREMENTS:	PROPOSER	COUNTY
Function		
<u>ENGINEERING</u>		
Perform Transmission and System Engineering.		
Furnish building and plot plan drawings and directions to the sites, if available prior to the commencement of Path survey.		
Furnish floor plans and office drawings of existing sites, Showing new equipment locations, term block & fuse panel assignments, etc.		
Perform Path Survey.		
Perform Frequency Coordination and file PCN.		
Prepare Frequency Coordination Applications.		
Provide T1 channel assignments and dropping requirements at each location.		
Furnish one complete set of installation specifications and measurements for the proposed equipment ATP.		

TRANSPORTATION / STORAGE	
Provide transportation for equipment and materials from Proposer factory to the final destination Freight charges per terms of Purchase Order.	
Deliver all proposed equipment to the site locations from the local County warehouse and inventory for discrepancies.	
SITE PREPARATION Furnish all site improvements (fences, roads, grading, tree removal, etc.). Access roads to all work areas of each site shall be suitable and accessible to concrete trucks, truck-trailers, and all other construction equipment.	
Provide suitable openings, channels, or ducts for cables and conductors for routing from floor-to-floor and from room-to-room.	
Provide Ground Bar.	
Install Ground Bar.	
Function	
ANTENNAS / TRANSMISSION LINE	
Install all antenna and transmission line including coax at radio end, terminated at ODU port. (Utilize Existing)	N/A
Install Wall Feed-Thru's for coax/wave guide Transmission line. (Utilize Existing)	N/A
Furnish and install any waveguide couplers, waveguide extensions, circulators and adapters.	
POWER & GROUND	
Provide -48 DC power and as required. (Utilize Existing)	
Provide ready access (within 50 feet (15 meters) of proposed Equipment locations) to a low resistance ground at each location.	
Furnish and install adequate AC receptacle within 6 feet (2 meters) of the battery charger rack.	
Install batteries and chargers as per quote. (Utilize Existing)	N/A
Install DC Power, Breakers and Ground wiring to Proposer provided equipment per specifications.	
Label DC breakers / fuses and newly installed wiring.	
RADIO EQUIPMENT	
Install cable and test all radio and auxiliary equipment proposed.	
Install DSX panel as a point of demarcation for DS1s. Panel will be installed within 30 feet (10 meters) of the radio.	
Furnish and install DS1 cross connections from DSX panel to buyer's Channel Banks.	

TESTING/MISCELLANEOUS	
Provide complete set of Test Equipment consisting of; Digital Multi-Meter, BER Test Set (capable of the required data rates used in the system), VT-100 terminal.	
Coordinate system test and alignment with the County. Such testing will only include acceptability of Proposer installed equipment.	
Optimize and test system to Proposer Acceptance Test Procedure (ATP).	
Record test data for inclusion in the "as built" Documentation.	
Prepare, submit and file, if applicable, all necessary environmental impact data.	
<u>DOCUMENTATION</u>	
Furnish one complete set of Proposer Operation and Maintenance manuals with drawings for each rack.	
Provide one complete set of Proposer provided Operation and Maintenance literature with drawings for each location.	
Sign a project completion notice upon completion of the activities detailed in this Scope of Work. The project completion notice may apply to the project on a per hop or per system basis, as mutually agreed upon by Proposer and the County.	
Prepare and submit a complete documentation package of equipment as installed and accepted (As Built), to the County three (3) weeks after system acceptance.	

END SECTION C

SECTION D: SELECTION

D.01 EVALUATION FACTORS

Evaluation of proposals will be conducted by an evaluation committee. The committee's goal will be to identify the proposal which will overall best meet the needs of Manatee County as determined from the proposals received and subsequent investigation by the County. General factors to be applied will be: (1) the perceived ability of the Proposer(s) to perform the Scope of Services as stated in this Request for Proposal in the most timely and efficient manner possible, (2) the legal, technical and financial capabilities of Proposer(s), and (3) the experience of Proposer(s).

These evaluation factors shall determine the successful proposal.

D.02 RELATIVE IMPORTANCE OF EVALUATION FACTORS

Unless noted, no weight will be assigned to the Evaluation Factors stated above.

D.03 PRELIMINARY RANKING

An evaluation committee shall determine from the responses to this Request for Proposal and subsequent investigation as necessary, the Proposer(s) most qualified to be selected to negotiate an agreement.

D.04 REVIEW OF PROPOSERS AND PROPOSALS

In-person reviews may be conducted with responsible Proposers who are deemed reasonably susceptible of being selected for award, for the purposes of assuring full understanding of: (a) conformance to the solicitation requirements, (b) the abilities of the Proposer, and (c) the proposal submitted.

Proposers shall be available for presentations to and interviews with the evaluation committee, upon reasonable notification from the Purchasing Division. The date(s) and time(s) of any such presentations / interviews shall be determined solely by the County, and may be closed to the public in the discretion of the Purchasing Official, and to the extent permitted by law.

D.05 SELECTION FOR NEGOTIATION

The evaluation committee will make a recommendation to the County Administrator as to the proposer which the County should enter into negotiations. The County Administrator will act upon that recommendation and, if accepted, the successful Proposer will be invited to enter negotiations led by the Purchasing Division.

D.06 AWARD

Award of an agreement is subject to the successful negotiations and the approval of either the County Administrator or the Board of County Commissioners (as provided for in the current Purchasing Code and Procurement Procedures).

END SECTION D

SECTION E: NEGOTIATION OF THE AGREEMENT

E.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, but not compel adherence to its terms or conditions.
- 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.

E.02 AGREEMENT

The selected Proposer shall be required to negotiate an agreement, in a form and with provisions acceptable to Manatee County.

Negotiated Agreements may or may not include all elements of this RFP or the resulting successful proposal where alternative terms or conditions become more desirable to the County, and the parties agree to such terms.

The parties will negotiate the term of the agreement, and the circumstances in which it may be renewed, assigned or terminated.

The parties will negotiate matters of insurance, liability, record-keeping, auditing, and all other relevant contractual matters.

END SECTION E

ATTACHMENT A

PROPOSAL SIGNATURE FORM RFP #14-1905-OV / Installation of a Layer 2 Carrier Ethernet Switch IP/MPLS Router Microwave System

The undersigned represents that by signing the proposal, that he/she has the authority and approval of the legal entity purporting to submit the proposal, and that all of the facts and responses set forth in the proposal are true and correct. If the proposer is selected by the County to negotiate an agreement, the undersigned certifies that the proposer's negotiators will negotiate in good faith to establish an agreement to provide the services described in the Scope of Services of this Request for Proposal.

Print or Type Proposer's Information Below:	
Name of Proposer	Telephone Number
Street Address	
Email Address	Web Address
Print Name & Title of Authorized Officer	Signature of Authorized Officer
Date Signed	
Acknowledge Addendum No. Dated: Acknowledge Addendum No. Dated: Acknowledge Addendum No. Dated:	

ATTACHMENT B

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE V, MANATEE COUNTY PURCHASING CODE

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

This swor	n statement is submitted to the Manatee County Board of County Commissioners by [print individual's name and title]
aic salahan sanahan aras and hidu semino	For For [name of entity submitting sworn statement]
whose bu	usiness address is:
	plicable) its Federal Employer Identification Number (FEIN) is If the entity has no lude the Social Security Number of the individual signing this sworn statement:
in le m	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 ease, franchise, concession or management agreement, or shall receive a grant of county nonies unless such person or entity has submitted a written certification to the County that it has not:
G	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 O	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
P	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
n g	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

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 amount 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.

of Directors.

(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

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	, 200 by
Personally known OR Produ	uced identification	n [Type of identification]
Notary Public Signature	My	commission expires
[Print, type or stamp Commissioned name or	f 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.

ATTACHMENT C

Insurance and Bonding Requirements

The Proposer shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in the Insurance and Bonding attachment of this solicitation. The Proposer shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work.

The County and the Proposer waive against each other and the County's separate Proposers, Contractors, Design Consultant, Subcontractors agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Proposer and County shall, where appropriate, require similar waivers of subrogation from the County's separate Proposers, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

Manatee County shall be responsible for purchasing and maintaining, its own liability insurance.

Certificates issued as a result of the award of this solicitation must identify "For any and all work performed on behalf of Manatee County."

The General Liability and Auto Liability Policy provided by Proposer to meet the requirements of this solicitation shall name Manatee County, Florida, as an additional insured as to the operations of Proposer under this solicitation and shall contain a severability of interests provisions.

Manatee County Board of County Commissioners shall be named as the Certificate Holder. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Manatee County. The "Certificate Holder" should read as follows:

Manatee County a Political Subdivision of the State of Florida Board of County Commissioners Bradenton, Florida

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in Insurance and Bonding attachment, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Proposer has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Proposer must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Proposer's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the scope of work by the County or as specified in this solicitation, whichever is longer.

The Proposer and/or its insurance carrier shall provide 30 days written notice to the County of policy cancellation or non-renewal on the part of the insurance carrier or the Proposer. The Proposer shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Proposer from its insurer and nothing contained herein shall relieve Proposer of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Proposer hereunder, Proposer shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

Should at any time the Proposer not maintain the insurance coverage(s) required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Proposer for such coverage(s) purchased. If Proposer fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due Proposer under this Agreement or any other agreement between the County and Proposer. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Proposer shall furnish to the County renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Proposer to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate any and all contracts.

Insurance and Bonding Requirements:

Ins	surance / Bond Type	Required Limits				
1,		Statutory Limits of Florida Statutes, Chapter 440 and al Federal Government Statutory Limits and Requirements				
2.	Employer's Liability	\$1,000,000 single limit per occurrence				
3.	Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage \$2,000,000 single limit per occurrence, \$4,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.				

4. N Indemnification

To the maximum extent permitted by Florida law, the Contractor/Proposer/Consultant shall indemnify and hold harmless Manatee County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, intentionally wrongful conduct of the or Contractor/Proposer/Consultant or anyone employed or utilized by the Contractor/Proposer/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of Manatee County.

- 4. Automobile Liability
 - Automobile \$ 2,000,000 Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included
- 5. Other insurance as noted:

Pollution Liability \$1,000,000 Per Occurrence

6. Bid bond

Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the County Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Manatee County Board of County Commissioners on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.

7. Performance and Payment Bonds

For projects in excess of \$100,000.00 bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

8. Proposer shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Proposer shall provide County with certificates of insurance meeting the required insurance provisions.

9. Manatee County must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability and Auto Liability where required.
10. The Certificate Holder shall be named as Manatee County Board of County Commissioners, OR, Board of County Commissioners in Manatee County, OR Manatee County Government, OR Manatee County. Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Manatee County.
11. Thirty (30) Days Cancellation Notice required.
Proposer's Insurance Statement:
Please return the completed and signed statement with your Bid or Proposal.
We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of this solicitation.
Name of Firm Date
ProposerSignature
Print Name
InsuranceAgency

Agent Name _____ Telephone No. _____

ATTACHMENT D

List of Federal Communications Commission License

Radio Station Authorization

Call Sign WQHA316

Call Sign WQHA317

Call Sign WQHA318

Call Sign WQHA319

Call Sign WQHA320

Call Sign WQHF914

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Federal Communications Commission

Public Safety and Homeland Security Bureau

RADIO STATION AUTHORIZATION

LICENSEE: MANATEE, COUNTY OF

ATTN: COUNTY ADMINISTRATOR, ED HUNZEKER MANATEE, COUNTY OF 1112 MANATEE AVE WEST SUITE 920 BRANDENTON, FL 34205

Call Sign WQHA316			
File Number			
Radio Service MW - Microwave Public Safety Pool			
SMSA	Station Class FXO		

FCC Registration Number (FRN): 0004203014

Grant Date	Effective Date	Expiration Date	Print Date
06-08-2007	06-08-2007	06-08-2017	

LOCATION

Fixed Location Address or Area of Operation:

47th Terrace East

City: Bradenton County: MANATEE State: FL

Loc No. 001 002 003	Locati EOC LORR MAIN		27-2 27-2	itude 27-29.1 N 26-12.3 N 29-46.9 N	(082-3 082-2	gitude 32-13.9 23-28.6 34-20.6	5 W	Eleva 10.4 13.1 4.6	ation			tratio	tructure on No.
FREQUENCY PATHS														
Frequency (MHz)	Tol (%)	Emission Desig	EIRP (dBm)	Constr Date	Path No	Seg	Emit Loc No	Ant Hgt (m)	(dBi) Refl	Beam (deg) ector xWd(m)	POL	AZIM (deg)	Rec Loc No	Rec Call Sign
6670.625 6640.625		00 3M75D7W 00 3M75D7W	59.100 50.400	12-08-2008 12-08-2008		1 1	001 001	40.8 35.0	39.6 39.6	1.6 1.6	H V	99.3 320.7	002 003	

Waivers/Conditions:

NONE

Conditions:

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Federal Communications Commission

Public Safety and Homeland Security Bureau

RADIO STATION AUTHORIZATION

LICENSEE: MANATEE, COUNTY OF

ATTN: COUNTY ADMINISTRATOR, ED HUNZEKER MANATEE, COUNTY OF 1112 MANATEE AVE WEST SUITE 920 BRANDENTON, FL 34205

Call Sign WQHA317			
File Number			
Radio Service MW - Microwave Public Safety Pool			
SMSA	Station Class FXO		

FCC Registration Number (FRN): 0004203014

Grant Date	Effective Date	Expiration Date	Print Date
06-08-2007	06-08-2007	06-08-2017	

LOCATION

Fixed Location Address or Area of Operation:

1009 4th Avenue West

City: Bradenton County: MANATEE State: FL

Loc No.	Location Name MAIN	Latitude	Longitude 082-34-20.6 W	Elevation	Antenna Structure Registration No. 1240784
001	EOC	27-29-46.9 N 27-27-29.1 N	082-34-20.6 W 082-32-13.9 W	4.6 10.4	1240/84
		FRE	QUENCY PATHS		
Frequency (MHz)	Tol Emission (%) Desig	EIRP Constr (dBm) Date	Path Seg Emit Ant Hg No Loc (m) No	t Gain Beam (dBi) (deg) Reflector Ht(m)xWd(m)	POL AZIM Rec Rec (deg) Loc Call No Sign
6800.625	0.00100 3M75D7W	50.400 12-08-2008	001 1 001 35.0	39.6 1.6	V 140.6 002

Waivers/Conditions:

NONE

Conditions:

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Federal Communications Commission

Public Safety and Homeland Security Bureau

RADIO STATION AUTHORIZATION

LICENSEE: MANATEE, COUNTY OF

ATTN: COUNTY ADMINISTRATOR, ED HUNZEKER MANATEE, COUNTY OF 1112 MANATEE AVE WEST SUITE 920 BRANDENTON, FL 34205

Call Sign WQHA318			
File Number			
Radio Service MW - Microwave Public Safety Pool			
SMSA	Station Class FXO		

FCC Registration Number (FRN): 0004203014

Grant Date	Effective Date	Expiration Date	Print Date
06-08-2007	06-08-2007	06-08-2017	

LOCATION

Fixed Location Address or Area of Operation:

15015 59th Avenue

City: Bradenton County: MANATEE State: FL

Loc No.	Location Name	Latitude 27-26-12.3 N	Longitude 082-23-28.6 W	Elevation 13.1	Antenna Structure Registration No. 1252985
002 003	EAST EOC	27-28-26.5 N 27-27-29.1 N	082-32-13.9 W	15.5 10.4	1232703
		FRE	QUENCY PATHS		
Frequency (MHz)	Tol Emission (%) Desig	EIRP Constr (dBm) Date	Path Seg Emit Ant Hg No Loc (m) No	t Gain Beam PO (dBi) (deg) Reflector Ht(m)xWd(m)	OL AZIM Rec Rec (deg) Loc Call No Sign
6820.625 6830.625	0.00100 3M75D7W 0.00100 3M75D7W	50.300 12-08-2008 59.300 12-08-2008		39.6 1.6 V 39.6 1.6 H	64.1 002 279.3 003

Waivers/Conditions:

NONE

Conditions:

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Federal Communications Commission

Public Safety and Homeland Security Bureau

RADIO STATION AUTHORIZATION

LICENSEE: MANATEE, COUNTY OF

ATTN: COUNTY ADMINISTRATOR, ED HUNZEKER MANATEE, COUNTY OF 1112 MANATEE AVE WEST SUITE 920 BRANDENTON, FL 34205

Call Sign WQHA319			
File Nu	File Number		
114410	Radio Service MW - Microwave Public Safety Pool		
SMSA	Station Class FXO		

FCC Registration Number (FRN): 0004203014

Grant Date	Effective Date	Expiration Date	Print Date
06-08-2007	06-08-2007	06-08-2017	

LOCATION

Fixed Location Address or Area of Operation:

3 1/2 mi S of RT 62 within Duette Park

City: Bradenton County: MANATEE State: FL

Loc No.	Location Name	Latitude	Longitude	Elevation	Antenna Structure Registration No.
001	DUETTE PARK	27-32-29.6 N	082-07-36.7 W	36.0	1241840
002	EAST	27-28-26.5 N	082-18-18.5 W	15.5	
003	MYAKKA CITY	27-21-10.9 N	082-10-03.1 W	12.2	
		FRE	QUENCY PATHS		
Frequency (MHz)	Tol Emission (%) Desig	EIRP Constr (dBm) Date	Path Seg Emit Ant Hgt No Loc (m) No	Gain Beam PO (dBi) (deg) Reflector Ht(m)xWd(m)	L AZIM Rec Rec (deg) Loc Call No Sign
6795.625 6785.625	0.00100 3M75D7W 0.00100 3M75D7W	65.200 12-08-2008 64.600 12-08-2008		39.6 1.6 V 39.6 1.6 V	247.0 002 190.9 003

Waivers/Conditions:

NONE

Conditions:

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Federal Communications Commission

Public Safety and Homeland Security Bureau

RADIO STATION AUTHORIZATION

LICENSEE: MANATEE, COUNTY OF

ATTN: COUNTY ADMINISTRATOR, ED HUNZEKER MANATEE, COUNTY OF 1112 MANATEE AVE WEST SUITE 920 BRANDENTON, FL 34205

Call Sign WQHA320		
File Number		
Radio Service MW - Microwave Public Safety Pool		
SMSA	Station Class FXO	

Antonno Structuro

FCC Registration Number (FRN): 0004203014

Grant Date	Effective Date	Expiration Date	Print Date
06-08-2007	06-08-2007	06-08-2017	

LOCATION

Fixed Location Address or Area of Operation:

N of SR 70, W of Clarendon Place

City: Myakka City County: MANATEE State: FL

Loc No.	Location Name	Latitude	Longitude	Elevation	Antenna Structure Registration No.
001	MYAKKA CITY	27-21-10.9 N	082-10-03.1 W	12.2	1244506
002	DUETTE PARK	27-32-29.6 N	082-07-36.7 W	36.0	
		FRE(QUENCY PATHS		
Frequency (MHz)	Tol Emission (%) Desig		Path Seg Emit Ant Hgt No Loc (m) No	Gain Beam PC (dBi) (deg) Reflector Ht(m)xWd(m)	OL AZIM Rec Rec (deg) Loc Call No Sign
6625.625	0.00100 3M75D7W	65.400 12-08-2008	001 1 001 38.1	39.6 1.6 V	10.9 002

Waivers/Conditions:

NONE

Conditions:

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Federal Communications Commission

Public Safety and Homeland Security Bureau

RADIO STATION AUTHORIZATION

LICENSEE: MANATEE, COUNTY OF

ATTN: COUNTY ADMINISTRATOR, ED HUNZEKER MANATEE, COUNTY OF 1112 MANATEE AVE WEST SUITE 920 BRANDENTON, FL 34205

Call Sign WQHF914			
File Number			
	Radio Service MW - Microwave Public Safety Pool		
SMSA	Station Class		
	FXO		

FCC Registration Number (FRN): 0004203014

Grant Date	Effective Date	Expiration Date	Print Date
07-19-2007	07-19-2007	07-19-2017	

LOCATION

Fixed Location Address or Area of Operation:

South side Hwy 64, East of Int Hwy 675

City: Bradenton County: MANATEE State: FL

Loc No.	Location Name	Latitude	Longitude	Elevation	Antenna Structure Registration No.
001	EAST	27-28-26.5 N	082-18-18.5 W	15.5	1258432
002	DUETTE PARK	27-32-29.6 N	082-07-36.7 W	36.0	
003	LORRAINE	27-26-12.3 N	082-23-28.6 W	13.1	
		FRE	EQUENCY PATHS		
Frequency (MHz)	Tol Emission (%) Desig	EIRP Constr (dBm) Date	Path Seg Emit Ant No Loc (m) No	Hgt Gain Beam (dBi) (deg) Reflector Ht(m)xWd(m)	OL AZIM Rec Rec (deg) Loc Call No Sign
6635.625	0.00100 3M75D7W	65.200 01-19-2009	001 1 001 42.4	39.6 1.6 V	66.9 002
6660.625	0.00100 3M75D7W	50.200 01-19-2009	002 1 001 39.6	39.6 1.6 V	244.1 003

Waivers/Conditions:

NONE

Conditions: