

RFP No.  
18-TA067912DW  
Outside Plant Installation of Fiber Optic  
Cable, Conduit Systems, Pull Boxes,  
Maintenance and Emergency Repairs,  
Manatee County, Bradenton, FL  
December 1, 2017

Manatee County BCC  
Procurement Division  
1112 Manatee Avenue West Ste 803  
Bradenton, FL 34205  
[purchasing@mymanatee.org](mailto:purchasing@mymanatee.org)



**ADVERTISEMENT  
REQUEST FOR PROPOSALS  
NO. 18-TA067912DW**

**Outside Plant Installation of Fiber Optic Cable, Conduit Systems, Pull Boxes,  
Maintenance and Emergency Repairs**

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County) will receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Proposers), to provide Fiber Optic Installation Services, as specified in this Request for Proposals to include Maintenance and Emergency Repairs within Manatee County.

**DATE, TIME AND PLACE DUE:**

The Due Date and Time for submission of Proposals in response to this RFP is **January 17, 2018 at 3:00 P.M. ET.** Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 prior to the Due Date and Time. Proposals will be opened immediately following the Due Date and Time at the Manatee County Administration Building, Suite 803. Interested parties are invited to attend the opening.

**SOLICITATION INFORMATION CONFERENCE:**

In order to ensure all prospective Proposers have sufficient information and understanding of County's needs, a non-mandatory Information Conference will be held at: 2:00PM on December 14, 2017 at the Manatee Procurement Division, 1112 Manatee Ave West, Ste. 803, Bradenton, FL 34205. Attendance is not mandatory, but is strongly encouraged.

**DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS:**

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to the Manatee County Procurement Division is 5:00 PM on December 28, 2017. Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

**Important: A prohibition of lobbying is in place. Review Section A.27 carefully to avoid violation and possible sanctions.**

**DESIGNATED PROCUREMENT CONTACT:** Dennis W. Wallace, Contract Manager  
(941) 749-3039, Fax (941) 749-3034  
Email: [dennis.wallace@mymanatee.org](mailto:dennis.wallace@mymanatee.org)  
Manatee County Financial Management Department  
Procurement Division

AUTHORIZED FOR RELEASE: 

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**SECTION A:**  
**INSTRUCTIONS TO PROPOSERS**

In order to receive consideration, Proposers must meet the minimum qualification requirements and comply with the following instructions. Proposals will be accepted from a single business entity, joint venture, partnership or corporation.

**A.01 PROPOSAL DUE DATE**

The Due Date and Time for submission of Proposals in response to this Request for Proposals (RFP) is **January 17, 2018 at 3:00 P.M. ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 prior to the Due Date and Time.

Proposal(s) received after the Due Date and Time will not be considered. It will be the sole responsibility of the Proposer to deliver its proposal to the Manatee County Procurement Division for receipt on or before the Due Date and Time. If a proposal is sent by U.S. Mail, courier or other delivery services, the Proposer will be responsible for its timely delivery to the Procurement Division. Proposals delayed in delivery will not be considered, will not be opened at the public opening, and arrangements will be made for their return at the Proposer's request and expense.

**A.02 PUBLIC OPENING OF PROPOSALS**

Sealed proposals will be publicly opened at Manatee County Administration Procurement Division, 1112 Manatee Avenue West, 8<sup>th</sup> Floor, Suite 803, Bradenton, Florida 34205, in the presence of County officials immediately upon expiration of the Due Date and Time. Proposers or their representatives may attend the proposal opening.

Manatee County will make public at the opening the names of the business entities which submitted a proposal and city and state in which they reside. No review or analysis of the proposals will be conducted at the proposal opening.

**A.03 SUBMISSION OF PROPOSALS**

The contents of the proposal sealed package must include:

- One (1) bound original clearly identifying Proposer and marked "ORIGINAL".
- Three (3) bound copies clearly identifying Proposer and marked "COPY" with all required information and identical to the original.
- Two (2) electronic format copies clearly identifying Proposer.

Electronic format copies should be submitted on separate Universal Serial Bus (USB) portable flash memory drives or compact disc (CD) in MicroSoft Office® or Adobe Acrobat® portable document format (PDF) in one continuous file. Do not password protect or otherwise encrypt electronic proposal copies. Electronic copies must contain an identical proposal to the original.

Submit the proposal package in a sealed container with the following information clearly marked on the outside of the package: RFP No. 18-TA067912DW, Outside Plant Installation of Fiber Optic Cable, Conduit System(s) Pull Boxes, Maintenance and Emergency Repairs, Manatee County,



Bradenton, FL, Proposer's name, and Proposer's address. Proposals must be received by the Manatee County Procurement Division prior to the Due Date and Time at the following address:

Manatee County  
Procurement Division  
1112 Manatee Avenue West, Suite 803  
Bradenton, FL 34205

**A.04 ORGANIZATION OF PROPOSALS**

Proposals must be organized and arranged with tabs in the same order as listed in the subsections within Section C identifying the response to each specific item.

Proposals must clearly indicate the legal name, address and telephone number of the Proposer. Proposals must be signed by an individual authorized to make representations for the Proposer.

**A.05 DISTRIBUTION OF SOLICITATION DOCUMENTS**

All documents issued pursuant to this RFP are distributed electronically and available for download at no charge at [www.mymanatee.org](http://www.mymanatee.org) > *Bids and Proposals*. This link is located on the left side of the County website home page. Documents may be viewed and downloaded for printing using Adobe Reader® software.

At its sole discretion, the County may utilize a third-party provider, such as DemandStar by Onvia® (DemandStar) to distribute proposals. Visit the DemandStar website at [www.Demandstar.com](http://www.Demandstar.com) for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Additionally, the RFP and all related documents are available for public inspection at the Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205. Call (941) 749-3014 to schedule an appointment. Documents are available between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, with the exception of County holidays.

As a courtesy, Manatee County notifies the Manatee Chamber of Commerce of all active solicitations, who then distributes the information to its members.

**A.06 ADDENDA**

Any interpretations, corrections or changes to this RFP will be made by addendua. Addenda will be posted on the Procurement Division's web page of the County website at <http://www.mymanatee.org/purchasing> > *Bids and Proposals*. For those solicitations that are advertised on DemandStar, addenda will also be posted on the DemandStar distribution system on the 'Planholders' link.

All addenda are a part of the RFP and each Proposer will be bound by such addenda. It is the responsibility of each Proposer to read and comprehend all addenda issued. Failure of any Proposer to acknowledge an issued addendum in its Proposal will not relieve the Proposer from any obligation contained therein.

**A.07 PROPOSAL EXPENSES**

All costs incurred by Proposer in responding to this RFP and to participate in any interviews/presentations/demonstrations, including travel, will be the sole responsibility of the Proposer.

**A.08 QUESTION AND CLARIFICATION PERIOD**

Each Proposer shall examine all RFP documents and will judge all matters relating to the adequacy and accuracy of such documents. Any questions or requests concerning interpretation, clarification or additional information pertaining to this RFP shall be made in writing via email to the Manatee County Procurement Division to the Designated Procurement Contact or to [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org). All questions received and responses given will be provided to potential proposers via an addendum to this RFP

Manatee County will not be responsible for oral interpretations given by other sources including County staff, representative, or others. The issuance of a written addendum by the Procurement Division is the only official method whereby interpretation, clarification or additional information will be given.

**A.09 FALSE OR MISLEADING STATEMENTS**

Proposals which contain false or misleading statements or which provide references which do not support an attribute or condition claimed by the Proposer, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the proposal, and the attribute, condition or capability is a requirement of this RFP. Such Proposer will be disqualified from consideration for this RFP and may be disqualified from submitting a response on future solicitation opportunities with the County.

**A.10 WITHDRAWAL OR REVISION OF PROPOSALS**

Proposers may withdraw proposals under the following circumstances:

- a. If Proposer discovers a mistake(s) prior to the Due Date and Time. Proposer may withdraw its proposal by submitting a written notice to the Procurement Division. The notice must be received in the Procurement Division prior to the Due Date and Time for receiving proposals. A copy of the request shall be retained and the unopened proposal returned to the Proposer; or
- b. After the proposals are opened but before a contract is signed, Proposer alleges a material mistake of fact if:
  - 1. The mistake is clearly evident in the solicitation document; or
  - 2. Proposer submits evidence which clearly and convincingly demonstrates that a mistake was made in the proposal. Request to withdraw a proposal must be in writing and approved by the Procurement Official.

**A.11 JOINT VENTURES**

Proposers intending to submit a proposal as a joint venture with another entity are required to have filed proper documents with the Florida Department of Business and Professional

Regulation and all other State or local licensing agencies as required by Florida Statute Section 489.119, prior to the Due Date and Time.

**A.12 LOBBYING**

After the issuance of any solicitation or during renegotiations, prospective Proposers, or their agents, representatives or persons acting on behalf of such Proposer, shall not contact, communicate with or discuss any matter relating in any way to the solicitation with any officer, agent or employee of Manatee County other than the Procurement Official or designee. This prohibition includes copying such persons on written communication, including email correspondence. This requirement begins at the time of advertisement of the RFP and ends upon final execution of the contract or at the time the solicitation is cancelled or the renegotiation efforts are terminated. The prohibition does not apply to presentations made to the evaluation committee or at a County Commission meeting where the Commission is considering approval of a proposed contract. Violators of this prohibition will be subject to sanctions as provided in the Manatee County Code of Ordinances Section 2-26-31 and 2-26-32. Sanctions may include (a) written warning; (b) termination of contracts; and (c) debarment or suspension.

**A.13 EXAMINATION OF PROPOSALS**

The examination and evaluation of the proposals submitted in response to this solicitation generally requires a period of not less than ninety (90) calendar days from the Due Date and Time.

**A.14 ERRORS OR OMISSIONS**

Once a proposal is opened, the County will not accept any request by Proposer to correct errors or omissions in the proposal other than as identified in paragraph A.10.

**A.15 DETERMINATION OF RESPONSIBLENESS AND RESPONSIVENESS**

The County will conduct a due diligence review of all proposals received to determine if the Proposer is responsible and responsive.

To be responsive a Proposer must submit a proposal that conforms in all material respects to the requirements of this RFP and contains all the information, fully completed attachments and forms, and other documentation required. Proposals that are deemed non-responsive will not be considered or evaluated.

To be responsible, a Proposer must meet the minimum qualification requirements and have the capability to perform the Scope of Services contained in this RFP. Proposals submitted by Proposers that are deemed non-responsible will not be considered or evaluated.

**A.16 RESERVED RIGHTS**

The County reserves the right to accept or reject any and all proposals, to waive irregularities and technicalities, to request additional information and documentation, and to cancel this solicitation at any time prior to execution of the contract. In the event only one proposal is received, the County reserves the right to negotiate with the Proposer. The County reserves the

right to award the contract to a responsive and responsible Proposer which in its sole determination is the best value and in the best interests of the County.

The County reserves the right to conduct an investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Upon request by the County, Proposer shall provide all such information to the County. Additional information may include, but will not be limited to, current financial statements prepared in accordance with generally accepted accounting practices and certified by an independent CPA or official of Proposer; verification of availability of equipment and personnel; and past performance records.

**A.17 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 contract. This solicitation process will be conducted in accordance with Manatee County Code of Ordinances, Chapter 2-26.

**A.18 TAXES**

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. No. 59-78-0089K; Florida Sales Tax Exempt Cert. No. 85-801262206C-6). Therefore, the Proposer is prohibited from delineating a separate line item in its proposal for any sales or service taxes.

The Successful Proposer will be responsible for the payment of taxes of any kind, including but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and/or materials furnished under the award in accordance with all applicable laws and regulations.

**A.19 SCRUTINIZED COMPANIES**

Pursuant to Florida Statute Section 287.135, as of July 1, 2012, a company that, at the time of submitting a response for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, is ineligible for, and may not submit a response for or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

**A.20 COLLUSION**

Proposer certifies that its Proposal is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal of Proposer from participation in future County solicitations for a specified period.

The County reserves the right to disqualify a Proposer during any phase of the solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud on the part of the Proposer.

**A.21 CODE OF ETHICS**

With respect to this proposal, if any Proposer violates, directly or indirectly, the ethics provisions of the Manatee County Procurement 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 RFP, and may also be disqualified from submitting any future bids or proposals to supply goods or services to Manatee County.

**A.22 PUBLIC ENTITY CRIMES**

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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 vendor list.

In addition, Manatee County 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, Manatee County Code of Laws requires all persons or entities desiring to contract with Manatee 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 Manatee County. Proposer is to complete Attachment "B" and submit with your proposal.

**A.23 AMERICANS WITH DISABILITIES**

Manatee County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of County's functions including one's access to participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an information conference or proposal opening should contact the person named on the cover page of this document at least twenty-four (24) hours in advance of either activity.

**A.24 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, Manatee County hereby notifies all Proposers that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this Request For Proposal and will not be discriminated against on the

grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of award.

**A.25 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISE**

The State of Florida Office of Supplier Diversity provides the certification process and maintains the database of certified MBE/DBE firms. Additional information may be obtained at <http://www.osd.dms.state.fl.us/iframe.htm> or by calling (850) 487-0915.

**A.26 DISCLOSURE**

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

Proposals become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the proposals shall be conducted at the public opening.

If County rejects all proposals and concurrently notices its intent to reissue the solicitation, the rejected proposals are exempt from public disclosure until such time the County provides notice of an intended decision concerning the reissued solicitation or until County withdraws the reissued solicitation. A proposal is not exempt for longer than twelve (12) months after the initial notice of rejection of all proposals.

Pursuant to Florida Statute 119.0701, to the extent Successful Proposer is performing services on behalf of County, Successful Proposer must:

- a. Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Manatee County public record policies. Proposer agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by County, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies including but not limited to Section 119.0701, Florida Statutes.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Successful Proposer does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public



agency to perform the service. If the Successful Proposer transfers all public records to County upon completion of the contract, the Successful Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Proposer keeps and maintains public records upon completion of the contract, the Successful Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

**IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT: (941) 742-5845, DEBBIE.SCACCIANOCE@MYMANATEE.ORG, ATTN: RECORDS MANAGER, 1112 MANATEE AVENUE WEST, BRADENTON, FL 34205.**

**A.27 TRADE SECRETS**

Manatee County is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as part of a Proposal in response to a Request for Proposal are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes.

Except for materials that are 'trade secrets' as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of a Proposal in response to the Request for Proposal shall belong exclusively to County.

To the extent that Proposer desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the Proposal that are not declared as trade secret. In addition, Proposer shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Proposer shall offer a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret. Additionally, Proposer shall provide a hard copy of its Proposal that redacts all information designated as trade secret.

In conjunction with trade secret designation, Proposer acknowledges and agrees that:

1. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the Proposers request for trade secret at any time; and
2. County and its officials, employees, agents, and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret throughout the evaluation process and until final execution of any awarded purchase order or contract; and
3. That after notice from County that a public records request has been made pursuant to Proposer's proposal, the Proposer at its sole expense, shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure.

Action by Proposer in response to notice from the County shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer will be deemed to have waived the trade secret designation of the materials.

Notwithstanding any other provision in this solicitation, designation of the entire proposal as 'trade secret', 'proprietary', or 'confidential' is not permitted and may result in a determination that the Proposal is non-responsive.

**A.28 CONFIDENTIALITY OF SECURITY RELATED RECORDS**

- a. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as "the Confidential Security Records") are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):
  - i. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
  - ii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County.
  - iii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to County.
- b. Successful Proposer agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County's Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Successful Proposer receives a request for such records, it shall immediately contact the County's designated Contract administrator who shall coordinate County's response to the request.

**A.29 E-VERIFY**

Prior to the employment of any person under this contract, the Successful Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the Successful Proposer to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the Successful Proposer to perform work pursuant to the contract with Manatee County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

Only those individuals determined eligible to work in the United States shall be employed under this contract.

By submission of a proposal in response to this RFP, the successful Proposer commits that all employees and subcontractors will undergo e-verification before placement on this contract.

The successful Proposer shall maintain sole responsibility for the actions of its employees and subcontractors. For the life of the contract, all employees and new employees brought in after contract award shall be verified under the same requirement stated above.

**A.27 LOBBYING**

After the issuance of any RFP, prospective proposer, proposers or their agents, representatives or persons acting at the request of such bidder shall not contact, communicate with or discuss any matter relating to the RFP with any officer, agent or employee of Manatee County other than the Purchasing Official or the contact identified in this RFP, pursuant to the Manatee County Code of Laws. This prohibition includes copying such persons on all written communication, including email correspondence. This requirement begins with the issuance of an RFP and ends upon execution of the final Agreement or when the RFP has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code of Laws.

**A.28. LICENSES AND PERMITS**

The successful Proposer shall be solely responsible for obtaining all necessary license and permit fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, and responsible for the costs of such fees. Successful Proposer is solely responsible for ensuring all work complies with all Federal, State, local, and Manatee County ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

**A.29 SOLICITATION SCHEDULE**

The following schedule has been established for this Solicitation process. Refer to the County’s website ([www.mymanatee.org](http://www.mymanatee.org) > Online Services > Bids & Proposals) for meeting locations and updated information pertaining to any revisions to this schedule.

Scheduled Item	Scheduled Date
Non-Mandatory Solicitation Information Conference at Manatee County Admn., Building, Procurement Conference Room, Suite 803, 1112 Manatee Ave West, Bradenton, FL 334205	December 14, 2017 at 2:00PM
Question and Clarification Deadline	December 28, 2017
Final Addendum Posted	January 10, 2018
Proposal Response Due Date and Time	January 17, 2018, no later than 3:00 p.m.
Technical Evaluation Meeting	January 23, 2018
Technical Evaluation Meeting	January 30, 2018

Interviews/Presentations/Demonstrations (if conducted)	February 13, 2018
Best and Final Offers Requested (if conducted)	February 20, 2018
Best and Final Offers Due (if conducted)	February 27, 2018
Final Evaluation Meeting	March 6, 2018

**END SECTION A**

**SECTION B:**  
**SCOPE OF SERVICES**

**B.01 BACKGROUND INFORMATION**

The County is requesting Proposals from qualified Proposers for establishing an annual agreement to procure on an “as required basis”, services for the Installation of Fiber Optic Cable, Conduit, Pull Boxes, Maintenance and Emergency Repairs within the Manatee County Infrastructure system for use by the Information Technology Services Department.

**B.02 SCOPE**

Successful Proposer shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide services for the Installation of Fiber Optic Cables, Conduit, Pull Boxes, Maintenance and Emergency Repairs that will meet the requirements of the County.

Scope of Work, quantities will vary depending on the authorized budget of each authorized County Department.

The Quantities specified in this Request for Proposal are estimated only. The County reserves the right to add or delete items as required.

**B.03 SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**

Successful Proposer shall perform work in accordance with Exhibit 1, Scope of Work and Technical Specifications, attached hereto and incorporated herein.

**END OF SECTION B**

**SECTION C:**  
**PROPOSAL RESPONSE**

This section identifies specific information which must be contained within the proposal and the order in which such information should be organized. The information each proposer provides will be used to determine those proposers with the background, experience and capacity to perform the scope of services as stated in this RFP and which proposal best meets the overall needs of the County. For more information on the evaluation process, refer to Section D, Evaluation of Proposals.

**C.01 INFORMATION TO BE SUBMITTED**

The contents of each proposal will be organized and arranged with tabs in the same order as listed below and with the same TAB numbers. The Proposal should contain sufficient detail to permit the County to conduct a meaningful evaluation. However, overly elaborate responses are not requested or desired.

**C.02 PROPOSAL FORMAT**

**A. TAB 1 - INTRODUCTION**

Include the following in Tab 1 of the proposal.

1. A cover page that identifies Proposer, the RFP by title and the RFP number.
2. An introductory letter/statement that describe your proposal in summary form (limit 2 pages).
3. A table of contents.

**B. TAB 2 – MINIMUM QUALIFICATION REQUIREMENTS**

In Tab 2 submit the information and documentation requested that confirms Proposers meets the following minimum qualification requirement(s):

1. Must be registered with the State of Florida, Division of Corporations to do business in Florida for the past three (3) years, since December 19, 2014.

**No documentation is required. The County will verify registration.**

2. Must have a Certified General Contractor's license and/or Underground Utility Contractor's license and /or a Certified Electrical Contractor's license or a Certified Limited Energy Specialty Contractor's license (ES) since December 19, 2014. License must be current and valid through the Due Date for submission of bids for this IFB.

**Provide a copy of Proposer's General Contractor's license and or Underground Utility Contractor's license and/or a Certified Electrical Contractor's License or a Certified Limited Energy Specialty Contractor's (ES) license issued by the Florida Department of Business and Professional Regulation and documentation confirming Proposer has been licensed and/or certified for a period of December 19, 2014 through the date of submission of the Bid.**



3. The Proposer has provided fiber optic services for at least five (5) clients since December 19, 2014 each of which included one of the following components: installation of fiber optic cabling, installation of conduit system, maintenance of fiber optic cabling, repair of existing fiber optic cabling, repair of concrete sidewalks, repair of driveways and/or roadways, trenching, backfilling, drilling/boring, and/or testing.

**Provide the following information for the five qualifying clients.**

- a) Name of client
- b) Location (City/State)
- c) Client contact name
- d) Contact phone
- e) Contact email
- f) Service dates (Start/End)
- g) Components of work (as shown above)

4. Proposer Is NOT listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies found at the SBAFLA website at <http://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/PFIA/tabid/1478/ItemId/3354/Default.aspx> (Only for solicitations over \$1M)

**No documentation is required. The County will verify.**

5. If Proposer is submitting as a joint venture must file the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the Due Date and Time.  
**If Proposer is a joint venture, provide a copy of Proposer's approved filing with the Florida Department of Business and Professional Regulation. If Proposer is not a joint venture, provide a statement to that effect.**
6. Proposer has no reported conflict of interests in relation to this IFB.

**Disclose the name of any officer, director or agent who is also an employee of the County. Disclose the name of any County employee who owns, directly or indirectly, any interest in the Proposer's firm or any of its branches. If no conflicts of interests are present, Proposer must submit a statement to that affect.**

**C. TAB 3 – FORMS**

Provide the completed and executed Attachments included in this RFP in Tab 3.

1. Attachment A Acknowledgement of Addenda
2. Attachment B Proposal Signature Form
3. Attachment C Public Contracting and Environmental Crimes Certification
4. Attachment D Insurance

**D. TAB 4 - TRADE SECRETS**

Pursuant to Section A.24, Trade Secrets, in Tab 4 identify any trade secret being claimed. Proposer must submit purported trade secret as follows:

1. Trade secret material must be segregated, within the applicable TAB, from the portions of the Proposal that are not being declared as trade secret. NOTE: Proposals cannot be designated as 'Proprietary' or 'Confidential' in their entirety.
2. Proposer shall cite, for each trade secret being claimed, the Florida Statute number which supports the designation.
3. Proposer shall offer a brief written explanation as to why information claimed as trade secret fits the cited Statute.
4. Proposer shall provide an additional copy of its proposal that redacts all designated trade secrets.

**E. TAB 5 - PROPOSER STATEMENT OF ORGANIZATION**

In Tab 5, provide information and documentation on Proposer as follows:

1. Legal contracting name including any dba.
2. State of organization or incorporation.
3. Ownership structure of Proposer's company.  
(e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation)
4. Federal Identification Number.
5. A fully completed (signed and dated) copy of Proposer's W-9.
6. Contact information for Proposer's corporate headquarters and local office (if different)  
NOTE: local is defined as Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota counties.  
Address  
City, State, Zip  
Phone  
Number of years at this location
7. Years in business.
8. List of officers, owners and/or partners, or managers of the firm. Include names, addresses, email addresses, and phone numbers.
9. Contact information for Proposer's primary and secondary representatives during this RFP process to include the following information:  
Name  
Phone  
E-mail  
Mailing Address  
City, State, Zip
10. Provide a brief summary regarding any **prior or pending litigation**, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the proposer, any of its partners, employees or subcontractors is or has been involved within the last three years.
11. Provide details of any ownership changes to Proposer's organization in the past three years or changes anticipated within six months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).

**F. TAB 6 – PROPOSER AND TEAM'S EXPERIENCE**

In Tab 6, provide details of Proposer and its team's experience to include the following:

1. Provide a summary of Proposer's background, size and years in business.

2. Provide Proposer's years of experience in fiber optic cable installation, maintenance and repair services.
3. Describe Proposer's experience in fiber optic cable installation, maintenance and repair services for other government agencies, particularly those within Florida.
4. Identify and include information regarding experience and qualifications of Proposer's key staff to be assigned to the services. Include a resume for each with the name of the firm(s) for their current and previous employers, their full names, professional credentials (e.g., certifications and/or licenses), and roles and duties which the individuals will provide to the County. Include the address of their current primary office location, email address and phone number.
5. Identify any proposed sub-contractors to accomplish the work. Include the company name, the name of the individual(s) to be assigned, and an overview of their experience and qualifications related to corrosion and odor control equipment, chemicals and/or services.
6. Describe any significant or unique accomplishments or awards received by Proposer or its subcontractors in previous similar services.
7. Provide a minimum of five client references for services, similar in scope as defined in this RFP, who are agreeable to responding to an inquiry by the County. References should include the following information:
  - a. Client name
  - b. Client address
  - c. Client contact name
  - d. Client contact phone and fax numbers
  - e. Client contact email address
  - f. Brief description of all services provided (1-2 sentences)
  - g. Performance period (start/end dates)
  - h. Total dollar value of contract

**G. TAB 7 - CAPACITY**

Provide the following information regarding Proposer's capacity for the provision of services:

1. Details of implementation plan and schedule.
2. Specify the location(s), including the complete physical address, where the work for these services will be performed, including work performed by subcontractors, if applicable.
4. Details of Proposer's staffing resources, at the location that will provide services to the County as well as corporately; by discipline and the number of personnel within each discipline.
5. If Proposer's staffing resources includes sub-consultants, submit the name of the firm(s) who will perform each discipline. Detail how subcontractors will be used and to what extent.
6. An organizational diagram clearly identifying key personnel as well as other staffing resources who are designated to provide services to the County and indicate their functional relationship to each other.
7. Describe Proposer's plans, policies, and/or strategies in which County citizens would receive consideration for employment and county suppliers of goods and services would

be utilized. Include your approach to providing periodic reporting to monitor success in this area. If available, provide examples of reports.

8. If proposer is teaming with other entities to provide the required goods and services, detail any prior similar work any two or more team members have jointly performed.
9. If a joint venture is proposed, provide an affidavit attesting to the formulation of the joint venture and provide proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation in the project.
10. An explanation, in general terms, of Proposers' financial capacity to perform the scope of services. If proposer is jointly filing a proposal with other entities, details must be provided to demonstrate financial capacity of each entity.
11. Provide a statement on company letterhead and signed by a company official authorizing a County auditor and/or financial analysts access to your financial records, including all records prepared by an independent firm, or the financial records of other entities for which you have ownership interest. Such access will occur at the primary location of the Proposer, or such other location as may be agreed, for the purposes of verifying financial representations, and/or to review and assess the historical and current financial capacity of Proposer's business entity and its expected ability to meet ongoing financial obligations related to the required services, if awarded a contract. If an audit is conducted, the County's audit and/or financial analysts will report their findings in a summary report to the Procurement Official, which will be placed in the proposal files for subsequent use, review, and discussions during evaluations.
12. Disclose any ownership interest in other entities proposed for services. This ownership disclosure includes ownership 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.
13. Detail Proposer and any subcontractor's current workloads and any projected changes to the workload within the next six months.
14. Submit any additional information not previously requested which Proposer believes would assist County in the evaluation of Proposer's capacity to provide the required services.

#### **H. TAB 9 – APPROACH**

Provide Proposer's project approach to include the following:

1. A narrative of the project approach and an explanation of how this approach meets County objectives and requirements as specified in this RFP.
2. An explanation of Proposer's technical ability to perform all facets of the scope of services defined in Section B. If more than one proposer is jointly filing a proposal, details must be provided to clearly demonstrate individual roles and responsibility for all components of the project.
3. Details of implementation plan and schedule.
4. Detailed project schedule for managing the various on-going preventative maintenance tasks as well as other tasks identified in Section B, Scope of Services.

5. A narrative that clearly demonstrate Proposer's ability and willingness to meet response times and budget requirements.
6. Provide a narrative of the proposed approach and methodology for engaging with County representatives in-the-course of performing the duties.
7. The overall approach to delivering the Scope of Services and any strategies Proposer proposes to implement.
8. Provide details of Proposer's methodologies and procedures for providing customer resolution to issues such as refunds.
9. Provide details of Proposers procedures for handling, depositing and reporting revenues.
10. Proposer shall thoroughly explain:
  - a. Its accessibility in the areas of availability for meetings, general communications, coordination, and supervision
  - b. How the proposer physically plans on attending pre-scheduled meetings
  - c. How the proposer plans on ensuring accessibility and availability during the term of the Agreement
11. Proposer's Risk Management Plan that includes a list of risks related to the provision of services, the potential consequences or impact of each (e.g., cost, schedule, technical) and Proposer's proposed mitigation procedures for each item.
12. Describe the latest processes that your company is using, that are technically proven and the most cost effective means possible, for the work described herein.
13. The County is deeply committed to respecting the environment. Include a detailed description of the Proposer's safety plan to control the environment of the work site during on site operations.
14. Provide sample reports of Proposer's safety plan.
15. Provide a list, with written specifications for all products proposed to be used. Include supporting evidence that each meets the minimum specifications listed in Section B, Scope of Services.
16. Proposers are encouraged to propose the use of as many environmentally preferable, sustainable, 'green' products, materials and supplies to promote a safe and healthy environment. Submit a summary of Proposer's environmental sustainability initiatives and any products, materials or supplies that are proposed for the County's work that have documented evidence of reducing adverse effects on the environment.
17. Provide specifications for all types of equipment proposed for the County's services. Visual aids such as photos may be included with the equipment descriptions.
18. Describe the training to be provided to County staff to meet the requirements. Include details of how the training will be provided (e.g., on-site classroom, on-line with instructor, on-line self-paced). Provide examples of similar training plans utilized on other projects.
19. Submit any additional information not previously requested which Proposer believes would assist County in the evaluation of Proposer's approach to provide the required services.

**I. FEES**

Proposers should use the Fees form on the following page for submitting its Fees proposal. Fees must be submitted as all inclusive to provide the services in accordance

with the requirements identified in this Scope of Services and as set forth in this RFP document.

Submit one hard copy original and one duplicate hard copy of the Fees proposal form in a separate sealed envelope labeled "Fees Proposal" with the Proposer's name and include with Proposer's Original hard copy of Proposal. Do Not include copies of the Fees proposal form in the duplicate hard copies of the proposal response.

The Proposer's fees shall remain firm for a minimum of a one year period of execution of the Agreement. Any escalation in pricing thereafter will be based on the Bureau of Labor Statistics Employment Cost Index change in most recent 12 month period applicable to each discipline.

[Remainder of page intentionally left blank]



**FEES PROPOSAL FORM**

1. Provide a full detailed breakdown of the firm fixed cost for Fiber Optic Cable Services defined in Section B. This should include a per foot cost and per mile cost for fiber optic installation, per drop cost, and a breakdown of hours, materials, travel and any other cost required.
2. Define any warranty (description, length, cost, etc.) provided.
3. Provide a firm fixed cost for hourly professional services in support of Section B for each anticipated skillset (e.g. project manager, project engineer ). Indicate the validity period for the professional services hourly rates and expiration of rates.

Discipline / Title	Hourly Rate	Validity Period for Rates

**END SECTION C**

## **SECTION D**

### **EVALUATION OF PROPOSALS**

#### **D.01 EVALUATION**

Evaluation of proposals will be conducted by an evaluation committee. Each evaluation committee member will evaluate, score and rank the proposals for each of the evaluation criteria. The committee may final rank Proposals without conducting interviews, presentations, and/or demonstrations with Proposers. Therefore, each Proposer must ensure that its proposal contains all of the information requested in this RFP and reflects Proposer's best offer.

The committee will consider all information submitted by each responsible and responsive Proposer, clarification information provided by Proposer, information obtained during the interview/presentation/demonstration, feedback received from Proposer's references, and any other relevant information received during any investigation of Proposer, to ascertain the ability of the Proposer(s) to perform the scope of services as stated in this RFP.

#### **D.02 EVALUATION CRITERIA**

The following evaluation criteria have been established for this RFP.

<b>Criteria</b>	<b>Maximum Points</b>
Proposer & Team's Experience	25
Capacity	25
Approach	15
Other Criteria	5
Fee Proposal	25
Interviews	5

#### **D.03 CLARIFICATIONS/INTERVIEWS /PRESENTATIONS/ DEMONSTRATIONS**

As part of the evaluation process the evaluation committee may request additional information or clarification from Proposers for the purpose of further evaluation of (a) conformance to the solicitation requirements, (b) the abilities of the Proposer, and (c) understanding of the proposal submitted. Additional information and/or clarification must be submitted by Proposer within the requested time-period.

Additionally, interviews, presentations and/or demonstrations may be conducted with Proposers as part of the evaluation process. If conducted, the evaluation committee will make a determination of those proposals that are deemed by the committee as having a reasonable probability of being selected for award. The Proposers for this 'short-list' of proposals will be invited to meet with the committee. Proposers should make arrangements to attend the interviews, presentations and/or demonstrations if invited. The interviews, presentations and/or demonstrations are closed to the public to the extent permitted by law.

The evaluation committee may final rank proposals without conducting clarifications, interviews, presentations and/or demonstrations. Therefore, each Proposer must ensure that its proposal contains all the information requested.

**D.04 BEST AND FINAL OFFER (BAFO)**

The County may request a BAFO if additional information or modified proposals are necessary for the evaluation committee to complete its evaluation and ranking. The information received from the BAFO will be used by the evaluation committee to re-evaluate and re-rank the Proposers.

**D.05 RANKING OF PROPOSALS**

The evaluation committee will determine from the responses to this RFP and subsequent investigation as necessary, the Proposer(s) whose proposal(s) best meet the County's requirements and recommend the County enter into negotiations for an agreement.

In its review, the evaluation committee may take some or all of the following actions:

- a. Review all responses pursuant to the evaluation factors stated herein,
- b. Short list proposers to be further considered in oral interview/presentation/product demonstrations,
- c. Recommend commencement of negotiations to County Administrator,
- d. Reject all proposals received and cancel the Request for Proposal,
- e. Receive written clarification of proposal.

**D.04 RECOMMENDATION FOR NEGOTIATION**

The evaluation committee will make a recommendation as to the Proposer which the County should enter into negotiations, if any. Upon approval, the successful Proposer will be invited to enter negotiations led by the County Procurement Division.

The County will notice the Intent to Negotiate, in the same manner the original Request for Proposals document was noticed prior to commencing negotiations.

**D.05 RECOMMENDATION FOR AWARD**

Upon successful completion of negotiations, a recommendation for award to the successful Proposer(s) will be presented for approval per County ordinances, policies and procedures.

**END SECTION D**

## **SECTION E: NEGOTIATION OF THE AGREEMENT**

### **E.01 GENERAL**

- 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 Manatee 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 during the solicitation process become the property of Manatee County upon termination or completion of the engagement.
- d. To indemnify and hold County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer, including actions or claims arising from County's non-disclosure of the trade secret materials.

### **E.02 AGREEMENT**

The selected proposer(s) will be required to negotiate a contract in a form and with provisions acceptable to the County. Negotiated contracts may or may not include all elements of this RFP or the resulting successful proposal where alternatives provide best value, are desirable to the County, and the parties agree to such terms.

### **E.03 AWARD**

County may not make award to a proposer who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to County, or is in default on any contractual or regulatory obligation to County. By submitting this solicitation response, proposer attests that it is not delinquent in payment of any such debts due and owed to County, nor is it in default on any contractual or regulatory obligation to County. In the event the proposer's statement is discovered to be false, proposer will be subject to suspension and/or debarment and County may terminate any contract it has with proposer.

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

The parties will negotiate the terms and conditions of the agreement, which may or may not include renewal, assignment, termination, insurance, auditing or any other relevant contractual term and the circumstances in which it may be renewed, assigned or terminated.

**END SECTION E**

**ATTACHMENT A  
ACKNOWLEDGMENT OF ADDENDA  
REQUEST FOR PROPOSAL 18-TA067912DW**

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:

Print or type Proposer's information below:

Name of Proposer	Telephone Number
Street Address	City/State/Zip
Email Address	Website Address
Print Name & Title of Authorized Officer	Signature of Authorized Official
	Date





**ATTACHMENT B  
PROPOSAL SIGNATURE FORM  
REQUEST FOR PROPOSAL 18-TA067912DW**

The undersigned represents that:

- (1) by signing the proposal, that he/she has the authority and approval of the legal entity purporting to submit the proposal and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable;
- (2) all facts and responses set forth in the proposal are true and correct;
- (3) if the Proposer is selected by County to negotiate an agreement, that Proposer's negotiators will negotiate in good faith to establish an agreement to provide the services described in the Scope of Services of this RFP;
- (4) by submitting a proposal and signing below, the Proposer agrees to all terms and conditions in this RFP, which incorporates all addenda, appendices, exhibits, and attachments, in its entirety, and is prepared to sign the Contract as written. The Respondent understands that if it submits exceptions to the Contract in its Response, the Respondent's Response may be determined non-responsive; and
- (5) the Proposer, which includes all companies included in a partnership or joint venture, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Print or type proposer's information below:

Name of Proposer	Telephone Number
Street Address	City/State/Zip
Email Address	Web Address
Print Name & Title of Authorized Officer	Signature of Authorized Officer      Date

**ATTACHMENT C**  
**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**

SWORN STATEMENT PURSUANT TO SECTION 2-26 ARTICLE V,  
MANATEE COUNTY PROCUREMENT CODE

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 Manatee County by \_\_\_\_\_.  
[print individual's name and title]

For \_\_\_\_\_  
[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 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 proposers or prospective proposers 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 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.

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 Manatee County's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Manatee County.

I UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE PROCUREMENT DIVISION 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 \_\_\_\_\_, 201\_\_\_\_ by \_\_\_\_\_.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
[Type of identification]

\_\_\_\_\_ My commission expires \_\_\_\_\_ Notary  
Public Signature

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

**Signatory Requirement** - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

**ATTACHMENT D**  
**INSURANCE REQUIREMENTS**

Work under the resulting Agreement cannot commence until all insurance coverages indicated herein have been obtained. The cost for insurance coverages is the sole responsibility of successful Proposer. The Successful Proposer shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, proof the following minimum amounts of insurance on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

STANDARD INSURANCES	REQUIRED LIMITS
<p>1. <input checked="" type="checkbox"/> <b>Automobile Liability:</b></p>	<p>Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles. \$ <u>1,000,000</u> combined single limit; OR            \$ <u>500,000</u> bodily injury and \$ <u>500,000</u> property damage. \$10,000 Personal Injury Protection (No Fault)            \$ __ Hired, Non-Owned Liability            \$10,000 Medical Payments.  <i>This policy shall contain severability of interests' provisions.</i></p>
<p>2. <input checked="" type="checkbox"/> <b>Commercial General Liability: (Occurrence Form - patterned after the current ISO form)</b></p>	<p>Coverage shall be afforded under a per occurrence policy form.            \$ <u>1,000,000</u> single limit per occurrence;            \$ <u>2,000,000</u> aggregate            \$ __ Products/Completed Operations Aggregate            \$ <u>1,000,000</u> Personal and Advertising Injury Liability            \$ <u>1 00,000</u> Fire Damage Liability            \$ <u>100,000</u> Medical Expense, and            \$ __ Third Party Property Damage.            \$ __ Project Specific Aggregate (Required on projects valued at over \$10,000,000)  <i>This policy shall contain severability of interests' provisions.</i></p>
<p>3. <input checked="" type="checkbox"/> <b>Employer's Liability</b></p>	<p>\$<u>100,000</u> each accident            \$__ disease each employee            \$__ disease policy limit</p>

<p>4. <input checked="" type="checkbox"/> <b>Worker's Compensation</b></p> <p><input type="checkbox"/> <b>US Longshoremen &amp; Harbor Workers Act coverage</b></p> <p><input type="checkbox"/> <b>Jones Act coverage</b></p>	<p>Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits &amp; Requirements.</p> <p>If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen &amp; Harbor Workers Act and Jones Act.</p>
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	<p><u>Note:</u> Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of workers' compensation coverage and employee liability coverage for all personnel on the worksite and in compliance with the above requirements.</p> <p><u>Note:</u> Workers' compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.</p>
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OTHER INSURANCES	REQUIRED LIMITS
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<p>5. <input type="checkbox"/> <b>Aircraft Liability</b></p> <p>6. <input type="checkbox"/> <b>Installation Floater</b></p> <p>7. <input type="checkbox"/> <b>Pollution Liability</b></p> <p>8. <input type="checkbox"/> <b>Professional Liability and/or Errors and Omissions (E&amp;O) Liability</b></p>	<p>\$ ___ per occurrence</p> <p>Coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the services under this Agreement.</p> <p>If the resulting Agreement <b>does not</b> include construction of or additions to above ground building or structures, but does involve the installation of machinery or equipment, Successful Proposer shall provide an "Installation Floater" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).</p> <p>\$ ___ per occurrence</p> <p>Professional (E&amp;O) Liability shall be afforded for the Bodily Injury and Property Damage for not less than \$_____ Each Claim, \$1,000,000 Policy Aggregate.</p>
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<p>9. <input type="checkbox"/> <b>Builder's Risk Insurance</b></p>	<p>When this contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, the following insurance coverage must be afforded:</p> <p>Coverage Form: Completed Value, All Risk (Roadways/Buildings and Machinery/Equipment) in an amount equal to 100% of the value upon completion or the value of the equipment to be installed.</p> <p>Coverage should include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft</p>
	<p>coverage, and Waiver of Occupancy Clause Endorsement, where applicable.</p> <p>The policy shall not carry a self-insured retention/deductible greater than \$10,000.</p>
<p>10. <input type="checkbox"/> <b>Cyber Liability</b></p>	<p>Coverage must comply with Florida Statute 501.171 and must be afforded under a per occurrence policy form for limits not less than</p> <ul style="list-style-type: none"> <li>\$__ Security Breach Liability</li> <li>\$__ Security Breach Expense (each occurrence)</li> <li>\$__ Security Breach Expense (aggregate)</li> <li>\$__ Replacement or Restoration of Electronic Data</li> <li>\$__ Extortion Threats</li> <li>\$__ Business Income and Extra Expense</li> <li>\$__ Public Relations Expense</li> </ul> <p>The policy must not carry a self-insured retention/deductible greater than \$__.</p>



<p>11. <input type="checkbox"/> <b>Hazardous Materials Insurances (as noted)</b></p>	<p>Hazardous materials include all materials and substances that are currently designated or defined as hazardous by Florida or Federal law or rules of regulations.</p> <p><input type="checkbox"/> <b><i>Pollution Liability</i></b></p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$ minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><input type="checkbox"/> <b><i>Asbestos Liability (If handling within scope of Contract)</i></b></p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$ minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><input type="checkbox"/> <b><i>Disposal</i></b></p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$ minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate and not less than</p>
	<p>the value of the contract, subject to a \$___ minimum, for Liability for Non-Sudden Occurrences, each claim and aggregate.</p> <p><input type="checkbox"/> <b><i>Hazardous Waste Transportation Insurance</i></b></p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$ minimum, per accident.</p> <p>The Successful Proposer shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability Insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials.</p> <p>The Successful Proposer must also provide the EPA Identification Number.</p>





<p>12. <input type="checkbox"/> Liquor Liability</p>	<p>Coverage must be afforded under a per occurrence policy form for limits not less than \$__ Each Occurrence and Aggregate.</p>
<p>13. <input type="checkbox"/> Garage Keeper's Liability</p>	<p>Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.  Coverage must be afforded under a per occurrence policy form for limits not less than equal to the full replacement value of the lot or garage</p>
<p>14. <input type="checkbox"/> Bailee's Customer</p>	<p>Coverage must be afforded under a per occurrence policy form for limits not less than equal to the full replacement value of the lot or garage.</p>
<p>15. <input type="checkbox"/> Watercraft</p>	<p>\$__ per occurrence</p>

Approved by Risk: \_\_\_\_\_

Date: \_\_\_\_\_ **INSURANCE REQUIREMENTS**

**I. THE POLICIES BELOW ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:**

**1. Commercial General Liability and Automobile Liability Coverages**

- a. **"Manatee County, a Political Subdivision of the State of Florida," is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the Successful Proposer, his agents, representatives, and employees; products and completed operations of the Successful Proposer; or automobiles owned, leased, hired or borrowed by the Successful Proposer. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the Successful Proposer shall provide the endorsement that evidences Manatee County being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists "Manatee County, a Political Subdivision of the State of Florida," as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The Successful Proposer's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Successful Proposer's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

## **2. Workers' Compensation and Employers' Liability Coverages**

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Successful Proposer for the County. **II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:**

- 1. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, Successful Proposer shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming "Manatee County, a Political Subdivision of the State of Florida" as an Additional Insured on the applicable coverage(s) set forth above.
- 2. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.  
In addition, when requested in writing from the County, Successful Proposer will provide the County with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**Manatee County, a Political Subdivision of the State of Florida**  
**Attn: Risk Management Division**  
**1112 Manatee Avenue West, Suite 969 Bradenton,**  
**FL 34205**

- 3. The project's solicitation number and title shall be listed on each certificate.

4. Successful Proposer shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
  5. Successful Proposer agrees that should at any time Successful Proposer fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this contract.
  6. The Successful Proposer waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
  7. The Successful Proposer has sole responsibility for all insurance premiums and policy deductibles.
  8. It is the Successful Proposer's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Proposer shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Successful Proposer shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
  9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the Successful Proposer's deductible or self-insured retention and to require that it be reduced or eliminated.
- III. Successful Proposer understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of Successful Proposer's obligation to provide and maintain the insurance coverage specified.
- IV. The enclosed Hold Harmless Agreement shall be signed by the Successful Proposer and shall become a part of the contract.
- V. Successful Proposer understands and agrees that the County does not waive its immunity and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.
- VI. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

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**INSURANCE STATEMENT**

**THE UNDERSIGNED** has read and understands the aforementioned insurance requirements applicable to any contract resulting from this solicitation and shall provide the insurances required by this Attachment within ten (10) days from the date of Notice of Intent to Award.

Proposer Name:

Date:

\_\_\_\_\_

Signature  
(Authorized  
Official):

\_\_\_\_\_

Printed Name/Title:

\_\_\_\_\_

Insurance Agency:

\_\_\_\_\_

Agent Name:

Agent Phone:

\_\_\_\_\_

**Return this signed statement with your proposal.**

**EXHIBIT 1**  
**SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**

Services provided by successful Proposer (hereinafter in this Exhibit 1 referred to as Contractor) shall be in accordance with the following:

**A. SCOPE**

Contractor shall provide Outside Plant installation and maintenance of fiber optic cables, conduit and pull boxes within the Manatee County infrastructure system on an 'as required' basis for the Information Technology (IT) Department.

Each project will be assigned via a task work order that will specify the work to be completed for that project, the schedule for completion, deliverables, and/or Contractor's fees for the project (Work Order).

The Contractor shall perform the work complete, in place and ready for continuous service and shall include any repairs, replacements, and/or restoration required because of damages caused prior to acceptance by County.

**B. WORK ORDER PRICING**

1. Contractor shall measure the fiber optic and conduit system for payment using the County approved pricing matrix and pricing shall be inclusive of all components necessary to complete the Work Order and ensure installed or repaired system is fully operational and tested per the specifications in this Exhibit.
2. Contractor's unit pricing furnishing required materials, placement, and testing of all materials and equipment, and all tools, labor, equipment, hardware, operational software package(s) and firmware(s), supplies, supports, personnel training, shop drawings, documentation, and incidentals necessary to complete the Work Order.
3. Contractor's price per site shall be inclusive of conduit, fiber optic cable, terminating components, locate wire, or route markers and each pull box or splice box furnished shall include all equipment plus all shipping and handling costs for delivery of such pull box or splice box to the work site designated in the Work Order.
4. Contractor's per site price of conduit, installed shall include all miscellaneous hardware and materials, labor, trenching, backfilling, drilling, boring, testing, and restoration materials necessary for a complete installation per the requirements of the Work Order.

**C. EXAMINATION OF PROPOSED WORK SITE**

Prior to performing any work at the required work site, the Contractor shall visit the site to become familiar with all conditions that exist and that may affect the labor or services that are required to fully execute the work per the task Work Order specification.

**D. WORKING HOURS**

1. Except as otherwise approved by the County in writing, Contractor shall perform work during regular working hours, Monday through Friday, between the hours of 7:00 a.m. and 6:00 p.m., excluding weekends and holidays.
2. Contractor must obtain pre-approval in writing by the County IT Department to provide work outside of regular working hours or during weekend or holiday hours.

3. When requested by the County, Contractor shall provide service 24 hours a day, seven days a week.

**E. CONTRACTOR RESPONSIBILITIES**

Contractor shall:

1. Furnish and assume full responsibility for all materials, equipment, labor, transportation, storage, installation equipment and insurance, tools and incidentals necessary for completion of the work and for securing all its tools, equipment and materials. The County is not responsible for Contractor's lost or stolen tools, materials or equipment.
2. Obtain prior written approval by the County for subcontracting of any work under this Contract.
2. Notify Manatee County's County IT Department representative upon completion of each project. The County representative will inspect the work and, if in the sole discretion of the County work is completed in a satisfactory manner, sign the original Work Order.
3. Be responsible for all damages to County or adjacent property resulting from the work performed. Restoration and costs incurred to repair such damages shall be the responsibility of the Contractor.
4. Should the Contractor become unable to perform work due to breakdown, equipment scheduling, lack of equipment or manpower, and/or time constraints, the County, at its discretion, may obtain the work from another contractor.
5. Coordinate its work with that of other trades, agencies or utility companies to avoid interferences, delays and/or conflicts with the work to be performed under this contract and the work of other contractor's on their projects when Contractor's work interfaces with other contractor's work.
6. Keep the premises free from accumulation of waste materials or rubbish caused by its operations. Additionally, immediately upon completion and acceptance of the work by the County, Contractor shall remove all waste and rubbish, tools, construction equipment, and surplus materials from or about the project area.
7. Assure all work is performed in compliance with all federal and State rules, regulations and other requirements, including those of the Occupational Safety and Health Administration (OSHA) and Environmental Protection Agency (EPA) as are applicable to the work.
8. Submit a Material Safety Data Sheet (MSDS) for all toxic substances utilized in the performance of work in accordance with Chapter 442, Florida State Statute, The Right To Know Law, which mandates on-site MSDS for all toxic substances appearing in the work place.

**F. GUARANTEES**

1. Contractor shall guarantee and warrant all work, materials, and equipment furnished as defined herein shall for a minimum period of one (1) year after final acceptance by the County, unless otherwise specified, to be free from defects due either to faulty materials or equipment or faulty workmanship.
2. Contractor shall guarantee and warrant that all materials, equipment, and workmanship furnished and installed by the Contractor meet the Work Order specifications and are fit to accomplish the purposes and functions required as defined, detailed, and specified in this Exhibit 1 and the Work Order.

3. The County shall, following discovery of any deficiency in workmanship, materials and equipment furnished by Contractor, promptly and within the guaranty period, give written notice to the Contractor of faulty materials, equipment, or workmanship and Contractor shall, within the time period specified by the County in such written notice, replace any part of the faulty equipment, material, or workmanship at his own cost.
4. These warranty and guarantee provisions create no limitations on the County as to any claims or actions for breach of guaranty or breach of warranty that the County might have against parties other than the Contractor, and do not constitute exclusive remedies of the County against the Contractor.
5. Contractor shall ensure that the fiber optic cable, the splice enclosures, and termination points have a one year manufacturer's warranty for parts and /or workmanship from the date of final acceptance by the County of all the work to be performed under the Contract. If the manufacturer's warranties for the components are for a longer period, those longer period warranties shall apply.
6. Contractor shall ensure that the manufacturer's warranties on the fiber optic cable, the splice enclosures, and termination points are fully transferable from the Contractor to the County.
7. Contractor shall ensure that the warranties stated in Items F(5) and F(6) above require the manufacturer to furnish replacements for any part or equipment found to be defective during the warranty period within ten calendar days of notification by the County and at no cost to the County.

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## SPECIFICATIONS

### 1.0 MATERIAL

#### 1.1 Fiber Optic Cable

To insure compatibility and maintain integrity with recently installed Manatee County fiber optic cable, the following Draka ezMICROduct Jetted Micro-Duct Loose Tube Cable is the only approved fiber optic cable type for work under this contract:

- a. Draka Part # (F-MDS1JKT-12-ES-012-E3) 12-Count cable
- b. Draka Part # (F-MDS1JKT-12-ES-024-E3) 24-Count cable
- c. Draka Part # (F-MDS1JKT-12-ES-144-E3) 144-Count cable

#### 1.2 Splicing Materials

Contractor shall ensure that all splice enclosures, organizers, cable end preparation tools, and procedures are compatible with the fiber optic cable, and are approved by the County.

##### 1.2.1 Splice Enclosures

- a. Contractor shall ensure that:
  - i. It contains all optical fiber splices within a splice enclosure.
  - ii. The enclosures provide storage for fiber splices, non-spliced fiber, and buffer tubes.
  - iii. The splice enclosure restores the mechanical and environmental integrity of the fiber optic cable, encases the sheath opening in the cable, and organizes and stores optical fiber.
  - iv. All hinges and latching devices are stainless steel.
  - v. The enclosure is airtight and prevents water intrusion.
  - vi. The splice enclosure can accommodate pressurization and can be reentered without requiring specialized tools or equipment.
  - vii. The enclosure provides fiber and splice organizers including splice trays and strain relief.
  - viii. Splice enclosures allow re-entry and are hermetically sealed to protect internal components from environmental hazards such as moisture, insects, and UV light.
- b. Contractor shall ensure that fiber optic splice enclosures:
  - i. Comply with Telcordia Technologies' GR-711-CORE standard and all applicable NEC requirements.
  - ii. Provide space for future expansion equal to 100% of the initial utilization.
  - iii. Provide fiber optic cable penetration end caps to accommodate a minimum installation of two trunk fiber optic cables and two fiber optic drop cables.
  - iv. Ensure that the enclosure end caps are factory-drilled to the proper diameter to accept and seal the fiber optic cable entries.
  - v. Ensure that the cable entry locations can accommodate an assortment of cables with ODs ranging from 0.20 to 0.55 inch, +10%, without jeopardizing the waterproof characteristics of the enclosure.
- c. Contractor shall ensure that fiber optic splice enclosures meet the following requirements:
  - i. **Mechanical**
    - 1) Resist compression deformation to a maximum of 400 pounds.
    - 2) Withstand impact energy to a maximum of 40 foot-pounds at 0° F.
    - 3) Axial Tension: 100 pounds for 30 minutes.

4) Cable Torsion: Ten (10) 90° rotations.

5) Cable Flexing: Ten (10) 90° bends.

ii. **Environmental**

1) Hydrostatic Pressure Head: Up to 20 foot pounds (-9 pounds per square inch).

2) Withstand 40 freeze/thaw temperature cycles.

3) Ultraviolet resistant during a maximum 30-day exposure in compliance with the requirements detailed in the ASTM B117 standard.

iii. **Chemical**

1) Withstand a 90-day exposure to solutions of 3% sulfuric acid, 0.2 normal

2) Sodium hydroxide, 10% IGEPAL®, kerosene, and be fungus resistant as required in the ASTM G21 standard.

1.2.2 **Splice Trays**

Contractor shall ensure that the splice trays are:

a. Securely attached and accessible, and provide adequate storage for the fiber cable.

b. Provide access to individual fibers without disrupting other fibers in the tray.

c. Hold the buffer tubes rigidly in place and provide protection for fusion splices.

d. Allow visible inspection of the fiber.

e. Includes a cover with a locking mechanism to hold it in place.

f. Additionally, Contractor shall ensure that the raceway accommodates the minimum bend radius of the fiber.

1.3 **Cable Terminators**

Contractor shall:

a. Use type LC connectors only, as specified in the plans or by the County representative(s).

b. Ensure that connectors provide a strain relief mechanism when installed on a single fiber cable that contains strength elements.

c. Ensure that the optical fiber within the body of all connectors is mechanically isolated from cable tension, bending, and twisting.

d. Ensure that all connectors are compliant with the TIA/EIA-568-A and TIA/EIA-604 standards, as applicable, and are tested in accordance with the Telcordia/Belcore GR-326 CORE standard.

e. When tested in accordance with the TIA and EIA's Fiber Optic Test Procedures (FOTP)-171 (TIA/EIA-455-171), ensure that the connectors test to an average insertion loss of  $\leq 0.4$  decibel and a maximum loss of  $\leq 0.5$  decibel.

f. Test the connectors as detailed in FOTP-107 (TIA/EIA-455-107) to reflectance values of  $\leq -50$  decibels.

g. Ensure that the connectors have an operating and storage temperature range of  $-30^{\circ}$  to  $165^{\circ}$  F as per the NEMA TS 2 standard.

1.3.1 **Pre-terminated Connector Assemblies (pigtailed)**

Contractor shall ensure that:

a. Pre-terminated connector assemblies are used for fiber termination.

b. The pre-terminated cable assemblies consist of fiber optic cables with factory-installed LC-type connectors on one end of the cable and an un-terminated optical fiber on the other.

c. The pre-terminated connector assemblies are installed with fusion splices.

d. All buffer tubes and fibers are protected once the attachment of pre-terminated connector

assemblies is complete.

### 1.3.2 Buffer Tube Fan-out Kits

Contractor shall ensure that:

- a. A buffer tube fan-out kit is installed when fiber optic cables are terminated. Use a kit compatible with the fiber optic cable being terminated and that is color-coded to match the optical fiber color scheme.
- b. The buffer tube fan-out kit supports 12 fiber strands.
- c. Output tubing and the fiber strands contained therein are of sufficient
- d. Length for routing and attachment of fiber optic cable to connected electronics or as directed by the County representative.
- e. The kit and the connectors are supplied by the same manufacturer.

## 1.4 Patch Panels

Contractor shall ensure that:

- a. The patch panel is compatible with the fiber optic cable being terminated and color-coded to match the optical fiber color scheme.
- b. The patch panel has a minimum of twelve (12) LC-type panel connectors.
- c. The patch panel is suitable for mounting within an approved cabinet at the field device location.

### 1.4.1 Pre-terminated Patch Panels

Contractor shall ensure that:

- a. The pre-terminated patch panel is a termination panel that includes a factory installed all-dielectric SMF cable stub.
- b. The panel includes factory-installed and terminated LC-type panel connectors.
- c. The cable stub is of adequate length to splice the stub and provide a fiber connection between the panel and the backbone fiber cable or as directed by the County representative.

### 1.4.2 Field Assembled and Terminated Patch Panels

Contractor shall ensure that the field-assembled patch panel is a termination panel that includes a connector panel and the hardware required to mount the patch panel within an approved cabinet at the field device location and connect the panel to the backbone fiber cable.

## 1.5 Connector Panel

Contractor shall ensure that:

- a. The connector panel provides twelve LC-type bulkhead-mount coupling connectors. Ensure that each coupling connector allows connection of a cable terminated on one side of the panel to a cable on the opposite side.
- b. Each bulkhead-mount coupling connector includes a locknut for mounting the connector in predrilled or punched holes in the connector panel.

### 1.5.1 Cable End-Sealing

Contractor shall:

- a. Ensure that fiber optic cable ends are capped or sealed to prevent the entry of moisture during shipping, handling, storage, and installation.
- b. Equip one end of the fiber optic cable with flexible pulling eyes.

### 1.5.2 Protective Wrap

Contractor shall:

- a. Ensure that the fiber optic cable is shipped and stored with a protective wrap or other approved mechanical reel protection device over the outer turns of the fiber optic cable on each reel.
- b. Ensure that the wrap is weather resistant and protects the cable reel from environmental hazards.
- c. Ensure that the cable reel remains wrapped until cable is to be installed

### 1.5.3 Packaging, Shipping and Receiving

Contractor shall:

- a. Ensure that the packaging and delivery of fiber optic cable reels comply with the following minimum requirements:
- b. Ensure cable is shipped on reels of marked continuous length.
- c. Ensure each cable is shipped on a separate, strongly constructed reel designed to prevent damage to the cable during shipment and installation.
- d. Ensure each reel has a minimum of 6 feet on each end of the cable available for testing.
- e. Ensure that all fiber optic cable is continuous and free from damage.
- f. Ensure no point discontinuities greater than 0.1 decibel per reel.
- g. Ensure that all cable delivered has been manufactured within 6 months of the delivery date.
- h. Provide a copy of the transmission loss test results as required by the EIA/TIA-455-61 standard, as well as results from factory tests performed prior to shipping.
- i. Ensure that the manufacturer provides the date of manufacture; product and serial numbers; cable data, including the reel length; refraction index; the project name and location; type of fiber and quantity of strands used; technical product data sheet(s); and reel number(s).

## 1.6 Installation

Contractor shall install all equipment per the latest version of the manufacturer's installation procedures and the industry-accepted installation standards, codes, and practices, or as directed by the County and shall:

- a. Ensure that all materials and installation practices are in accordance with the applicable OSHA requirements as found in 29 Code of Federal Regulations (CFR) Part 1926, Safety and Health Standards for Construction.
- b. Ensure conduit and inner-duct is clean and free from damage prior to installing fiber optic cable.
- c. Document the sequential cable length markings at each splice box and pull box wall that the cable passes through, and include the information with the as-built documentation.
- d. Furnish and install all materials, equipment and labor which is reasonably and properly inferable and necessary for the proper completion of the Work Order, whether specifically indicated in these Specifications.

### 1.6.1 Fiber Optic Cable Installation

Contractor shall:

- a. Use preapproved cable nomenclature to create cable tags for the identification of fiber optic cable. Provide cable tag identification on all test results or fiber related documents provided to the County. Install cable tags within 1 foot of each splice and/or termination point indicating the cable type, fiber count, and each fiber optic cable origination and

termination points.

- b. Ensure that the cable tags are permanent labels suitable for outside plant applications and are affixed to all fiber optic cables. Ensure that lettering is in permanent ink and displays the phrase **"MANATEE COUNTY FIBER OPTIC CABLE"**.

#### 1.6.1.1 Pulling

Contractor shall:

- a. Install the fiber optic cable by hand when necessary. The use of mechanical pulling machines is prohibited.
- b. Ensure that at no time the manufacturer's recommended maximum pulling tension is exceeded.
- c. Ensure that the central strength member and aramid yarn are attached directly to the pulling eye during cable pulling. Use pulling attachments, such as "basket grip" or "Chinese finger" type, to ensure that the optical and mechanical characteristics are not degraded during the fiber optic cable installation.
- d. Ensure that excess cable is coiled in a figure eight and fed manually when pulling through pull boxes and splice boxes by hand. If pulleys and sheaves will be used to mechanically pull through pull boxes and splice boxes, provide a drawing of the proposed layout showing that the cable will never be pulled through a radius less than the manufacturer's minimum bend radius.
- e. Use large diameter wheels, pulling sheaves, and cable guides to maintain the appropriate bend radius. Provide tension monitoring at all times during the pulling operation.
- f. Ensure that the cable pulling lubricant used during installation is recommended by the optical fiber cable manufacturer.

#### 1.6.1.2 Blowing

Contractor shall follow installation procedures and practices as listed in the Draka JETnet Design and installation guideline document.

#### 1.6.1.3 Slack Cable Storage

Contractor shall:

- a. Provide and store fiber optic cable at each pull box and splice box to allow for future splices, additions, or repairs to the fiber network.
- b. Store the fiber optic cable without twisting or bending the cable below the minimum bend radius. Store a total of 100 feet of fiber optic cable in splice boxes, with 50 feet of cable on each side of the cable splice point or as shown in the plans. Store 50 feet of spare fiber optic cable in specified pull boxes.

#### 1.6.2 Splicing

Contractor shall:

- a. Perform all optical fiber splicing using the fusion splicing technique, and per the latest version of the manufacturer's cable installation procedures, industry-accepted installation standards, codes, and industry best practices, unless otherwise directed by the County.
- b. Ensure that all splices match fiber and buffer tube colors unless shown otherwise in the plans. Where a fiber cable is to be accessed for lateral or drop signal insertion, Contractor shall only open the buffer tube containing the fiber to be accessed and only cut the actual fiber to be

- accessed.
- c. Cut the fiber to a length equal to that of the fiber to be used and neatly lay it into the splice tray if the fiber end is not intended for use.
  - d. Treat any fibers exposed during splicing with a protective coating and place in a protective sleeve or housing to protect the fiber from damage or contaminants.

#### 1.6.2.1 Splice Plan

Contractor shall:

- a. Provide a splice plan showing the location and configuration of splices in the system for approval by the County.
- b. Perform all splicing in accordance with the County approved plan.
- c. Document each splice location and identify the source and destination of each fiber in each splice tray.
- d. Document all fiber colors and buffer jacket colors used during installation, and develop a sequential fiber numbering plan as required in the TIA/EIA-598-A standard for color-coding in the documentation.
- e. Neatly store all splice enclosures within a splice box.
- f. Attach the splice enclosure to the splice box interior wall to prevent the enclosure from lying on the bottom of the splice box.

#### 1.6.2.2 Splice Equipment

Contractor shall ensure its splice machine/equipment meets the following specifications:

- a. Uses a fusion splice machine to splice all optical fiber.
- b. Is portable, and capable of 120 VAC and internal battery-powered operation.
- c. Splices fibers with a 250-micrometer coating and has the following capabilities:
  - i. Splice loss measurement
  - ii. Splice protection sleeve heater
  - iii. Battery with charging unit and power cable
  - iv. Spare electrodes, fuses, and lamps
  - v. Power meter/light source with carrying case
- d. The power meter/light source is a calibrated pair that is portable and battery operated.
- e. The power meter/light source operates at selectable wavelengths of 850/1,300/1,550 nanometers.
- f. The power meter has a decibel milliwatt measurement scale with a range of +3 to -45 decibel milliwatts for SMF operation and an accuracy of 0.5 decibel or better.
- g. The splice machine is new from the factory, or serviced and certified by the factory or its authorized representative within the previous 6 months from the commencement of its use.
- h. In reference to its splice equipment Contractor shall:
  - i. Provide the County with a letter from the manufacturer or its authorized representative certifying compliance as specified by the Telecommunications Industry Association ("TIA").
  - ii. Clean all splicing equipment and calibrate per the manufacturer's recommendations prior to each splicing session at each location.

#### 1.6.3 Cable Termination Installation

Contractor shall ensure that:

- a. Cables, buffer tubes, or strands are neatly routed, secured and terminated in a patch panel.

- b. All cable termination points include documentation regarding the identification, route, and function of each fiber installed at that location.
- c. A minimum of one copy of this documentation information is placed alongside the installed equipment (e.g., in a document pouch or drawer within a field cabinet).

#### 1.6.4 Patch Panel Installation

Contractor shall ensure that:

- a. Patch panels neatly installed and secured in a rack or wall mount.
- b. Ensure all patch panel connectors are clearly and permanently labeled.
- c. All installed patch panels include documentation regarding the identification, route, and function of each patch panel connector at that location.
- d. A minimum of one copy of this documentation information is placed alongside the installed equipment.

### 1.7 Testing and Certification

#### 1.7.1 Manufacturer's Testing

Contractor shall provide documentation of all factory tests performed by the manufacturer for all fiber optic cable, splicing material, cable terminations, and patch panels.

#### 1.7.2 Installation Testing

Contractor shall:

- a. Notify the County of cable testing at least 14 calendar days in advance of the testing.
- b. Provide the testing procedures to the County in advance of testing for approval prior to commencement of testing.
- c. Perform all tests at 1,310/1,550 nanometer wavelengths and include the last calibration date of all test equipment with the test parameters set on the equipment in the test documentation.
- d. Test all installed fibers, both terminated and un-terminated, using methods approved by the County IT Department representative.

##### 1.7.2.1 End to End Attenuation Testing

Contract shall:

- a. Perform test on all fibers to ensure that no discontinuities greater than 0.2 decibel per 300 feet exist.
- b. Repair or replace cable sections exceeding allowable attenuation at no cost to the County.

##### 1.7.2.2 OTDR Tracing

Contractor shall:

- a. Test all fibers from both cable end points with an optical time domain reflectometer (OTDR) at wavelengths of 1310 and 1550 nm.
- b. Test the fibers that are not terminated at the time of installation using a bare fiber adapter.
- c. Present the results of the OTDR testing (i.e., traces for each fiber) and a loss table showing details for each splice or termination tested to the County representative in an approved electronic format. Ensure all OTDR testing complies with the EIA/TIA-455-61 standard.



#### 1.7.2.3 Splice Loss Testing

Contractor shall:

- a. Ensure that the splice loss for a SMF fusion splice does not exceed a maximum bidirectional average of 0.1 decibel per splice.
- b. Repair or replace splices that exceed allowable attenuation at no cost to the County.

#### 1.7.2.4 Connector Loss Testing

Contractor shall:

- a. Ensure that the attenuation in the connector at each termination panel and its associated splice does not exceed 0.5 decibel.
- b. Repair or replace connectors exceeding allowable attenuation at no cost to the County.

## 2.0 CONDUIT SYSTEM OVERVIEW

Contractor shall:

- a. Tie in connections to the existing telecommunications conduit infrastructure, which once completed, the conduit extensions will provide fiber optic cable pathways between County facilities.
- b. This conduit system will include underground conduit, fiber optic cable splice boxes, fiber optic cable pull boxes, and other items required to provide a turnkey solution for the subsequent installation of single mode fiber optic cables.
- c. Provide to the County a recommendation for approval, of the best and most cost-effective conduit installation method for the routes identified in Drawings 1, 2 and 3 which are made a part of this bidding document.
- d. Install a two-inch HDPE conduit inner duct on all routes that do not otherwise already exist with an empty available conduit.
- e. Ensure the conduit system complies with the requirements specified in Section 2.0, Conduit System Overview.
- f. Ensure that all underground conduit includes a locate system, if not already in existence.
- g. Ensure that the locate system includes above ground route markers, warning tape, tone wire, that allow detection of buried conduit and other related underground facilities as specified in Section 2.

### 2.1 Conduit

- a. Contractor shall install a two-inch orange high density polyethylene (HDPE) outer conduit that is suitable for underground use in an ambient temperature range of minus 30 degrees to 130 degrees Fahrenheit without degradation of material properties along most routes.
- b. Contractor shall ensure that installation is performed using trenching and/or directional boring processes at a minimum depth of 36 inches below grade or greater.
- c. Contractor shall ensure that all conduits conform to the requirements specified in this Section 2.0, and are installed in a manner that does not violate minimum bend radius requirements associated with the future fiber optic cable installation.

### 2.2 Pull Boxes and Splice Boxes

Contractor shall furnish and install pull boxes and splice boxes of the type, size, and quantity as specified in Section 3, Fiber Optic Pull Boxes and Splice Boxes.



### 2.2.1 Junction Box Interface

Contractor shall ensure that:

- a. Conduit enters the communications fiber optic pull boxes at a 45-degree angle relative to the vertical wall of the pull box.
- b. The conduit terminates in each communications fiber optic pull box at diagonally opposite corners and extend into the fiber optic pull box to a distance of 12 inches from the opposite wall.
- c. Any modifications to typical conduit and fiber optic boxes are submitted to the County and approved prior to installation.

### 2.2.2 Conduit Configuration

Contractor shall ensure that:

- a. Communications conduit includes no more than 180 degrees of total bend and shall have a bending radius of at least ten (10) times the conduit diameter.
- b. All conduits shall be placed a minimum of 36 inches below the finished grade.

## 2.3 Locate System

Contractor shall furnish and install a locate system in accordance with this Invitation for Bid and shall ensure that the locate system conforms to the requirements specified in Section 4.0, Locate System.

## 2.4 Conduit System:

### 2.4.1 General

Contractor shall ensure that:

- a. All conduits, orange inner ducts, splice boxes and pull boxes shall be installed underground and may fall outside or within existing right-of-way.
- b. All inner ducts shall be 2-inch High-Density Polyethylene (HDPE).
- c. All conduits shall be installed a minimum of 36" below finished grade.

### 2.4.2 Tracer Wire

Contractor shall ensure that:

- a. All installed conduit routes must contain a continuous or spliced, conductive, insulated #12 AWG locate wire with a minimum 2 feet of wire accessible at each conduit termination point.
- b. The locate wire is installed at the same time the conduit system is installed.

### 2.4.3 Conduit End Preparations

Contractor shall ensure that:

- a. All conduit ends shall be properly capped.
- b. Duct seal is used on all conduit openings.

### 2.4.4 Identification Tape

Contractor shall ensure that:

- a. All underground conduit installed by open trenching methods shall be identified by conduit identification tape.
- b. Identification tape is a minimum of 2 ½ inches wide and made of a plastic-based non-deteriorating non-color-fading material capable of stretching at least 600 percent in length

- before breaking.
- c. Identification tape is orange in accordance with the American Public Works Association criteria, and shall be continuous emblazoned with black non-fading ink with the message **“WARNING, BURIED FIBER OPTIC CABLE BELOW”** or an approved equal by the County.
  - d. Identification tape shall be installed for the entire length of the trench and shall be 12 inches directly above the conduit(s).

#### 2.4.5 Conduit Protection

Contractor shall prevent the ingress of water, dirt, sand, and other foreign materials into the conduit prior to, during, and after construction. All installed conduits shall have a material installed in the open ends to block water or dirt from getting inside using a foam-sealing material, rubber plug, or other device designed for this application and approved by the County.

#### 2.4.6 Conduit Fittings

Contractor shall:

- a. Provide all conduit fittings including, but not limited to, bends, sweeps, bells, bushings, couplings, caps, sealants, and all other incidental materials necessary to fully construct a complete telecommunications conduit system.
- b. Use approved methods for connecting inner duct or conduit within or between plowed portions, trenched portions, and bored portions shall be used.

#### 2.4.7 Locate Wire

Contractor shall:

- a. Perform continuity tests and insulation resistance tests on all locate wires.
- b. Provide the County with all test results and replace or repair defective locator wire at no additional cost.
- c. Ensure that locate wire splices are waterproof and suitable for direct burial. Locate wire splices include a mechanical crimp connection with a butt sleeve, an oxide-preventing aerosol lacquer.
- d. Ensure locate wire splices at the pull box meet National Electric Code (NEC) requirements.
- e. Ensure that the use of mastic electrical splicing tape and standard electrical tape methods and materials are approved by the County.
- f. Provide the County with as-built drawings that document all splice locations upon completion of the installation.

### 3.0 FIBER OPTIC PULL BOXES AND SPLICE BOXES

#### 3.1 Materials

Contractor shall ensure that:

- a. All pull boxes and splice boxes are compatible with fiber optic cable and are approved by the County.
- b. Pull boxes and splice boxes that are stackable and are structurally designed to meet or exceed ANSI Tier 15 loading requirements shall be used.
- c. All pull box and splice box covers comply with ASTM C857 and are a single piece providing a 20,000-pound gross vehicle weight capacity with a live load rating of 20,000 pounds as required for ANSI Tier 15 loading conditions.
- d. All pull box and splice box covers shall include bolt holes and stainless steel hex head bolts to secure the cover to the box. Bolts shall be 0.375 inch in diameter with 16 unified coarse threads

- (UNC) for every 1 inch.
- e. Covers and bolts seat flush when installed on the box and that covers are equipped with a minimum 0.5 inch by 2 inch lifting slot with lift pin. '
  - f. All pull box and splice box covers include the words "**MANATEE COUNTY FIBER OPTIC SYSTEM**" permanently cast into their top surface.
  - g. The manufacturer's logo is stamped on each pull box cover.
  - h. Markings are permanently affixed and clearly visible after installation.

### 3.2 **Pull Box**

Contractor shall ensure that

- a. All pull boxes have an open bottom and are constructed of polymer concrete consisting of an aggregate matrix bound together with a polymer resin.
- b. Box construction includes internal reinforcement by means of steel, fiberglass, or a combination of the two.
- c. The pull box is equipped with a nonskid cover secured by hex head bolts and any other miscellaneous hardware required for installation or as shown in the plans.
- d. The minimum pull box size is approximately two feet wide by three feet long by three feet deep, or as required in the work order plans.

### 3.3 **Splice Box**

Contractor shall:

- a. Use 3' x 5' x 3' splice boxes at all fiber optic splice locations, as shown in the plans, and at other locations as approved by the County.
- b. Ensure that all splice boxes have an open bottom and are constructed of polymer concrete consisting of an aggregate matrix bound together with a polymer resin.
- c. Ensure that box construction includes internal reinforcement by means of steel, fiberglass, or a combination of the two.
- d. Ensure that the splice box shall be equipped with a nonskid cover secured by hex head bolts, cable racks and hooks, pulling eyes, and any other miscellaneous hardware required for installation or as shown in the work order plans.
- e. Ensure that all splice boxes are large enough to house coiled fiber optic cable without subjecting the cable to a bend radius less than 14 times the diameter of the largest cable in the box.

### 3.4 **Installation Requirements**

Contractor shall:

- a. Install all pull boxes and splice boxes according to the manufacturer's recommendations.
- b. Provide all pull boxes and splice boxes at final finish grade elevation.
- c. Ensure that pull box and splice box installation sites are excavated to a depth of one foot below the bottom of the box and replaced with a one foot bed of pea rock or crushed stone at the excavation base prior to installing the box.
- d. Ensure the box cover is flush with the existing finish grade after installation. NOTE: Finish grade contour shall be tapered to provide drainage from the splice or pull box.

### 3.5 **General Placement and Spacing**

- a. Contractor shall place pull boxes and splice boxes as detailed in plans and at the following locations unless directed, otherwise by the County:
  - i. At all major fiber optic cable and conduit junctions.

- ii. Approximately every 2,500 feet in rural areas with any continuous section of straight conduit if no fiber optic cable splice is required.
- iii. At a maximum of 1,760 feet in metropolitan areas.
- iv. At each end of a tunnel and on each side of a river or lake crossing.
- v. On each side of an aboveground conduit installation, such as an attachment to a bridge or wall.
- vi. At all 90-degree turns in the conduit system.
- b. Contractor shall:
- c. Ensure that pull boxes shall not be placed in roadways, driveways, parking areas, ditches, or public sidewalk curb ramps.
- d. Avoid placing pull boxes and splice boxes on steep slopes where the cover cannot be leveled within a tolerance of one inch of drop to one foot of grade or in low-lying locations with poor drainage.

### 3.6 Bonding and Grounding

The Contractor shall ensure that:

- a. Pull box and splice box installation includes a bonding and grounding system including a driven rod that is a minimum of 10 feet in length and 0.75 inches in diameter.
- b. Grounding rod are constructed of copper clad steel and comply with the UL 467 standard.
- c. Bonding conductors are bare solid AWG #6 copper wire.
- d. Splice and termination components meet or exceed the UL 467 requirements and are clearly marked with the manufacturer, catalog number, and conductor size. Grounding system shall comply with NEC requirements.

### 3.7 Material Removal and Restoration Specifications

The Contractor shall:

- a. Provide all material, equipment, and labor for the removal of turf, earth, concrete/asphalt pavement, or other site specific material to be removed for box installation.
- b. Restore original turf, earth, concrete/asphalt pavement, or other site specific material to its original condition once box installation is complete.
- c. Perform compaction tests for each soil type encountered.
- d. Provide in-place density tests to confirm the adequacy and uniformity of the compaction procedures as required by the governing authorities or right-of-way owners, or as shown in the Work Order plans.
- e. Compaction testing is performed by an independent agency at the Contractor's expense.

## 4.0 LOCATE SYSTEM

### 4.1 Standard Route Marker

The Contractor shall ensure that:

- a. The SRM post is white with a top fitting cover that is orange with white lettering and graphics, or as otherwise approved by the County.
- b. SRM is tubular configuration with both the marker post and the top fitting made from virgin Type 111 HDPE.
- c. Any fasteners used with the SRM are constructed of stainless steel.
- d. All SRMs have a minimum outside diameter (OD) of 3.5 inches with 0.125 inch wall thickness and a minimum 10-foot length.
- e. The top fitting cover is a minimum of 1.5 feet long and has an OD of 3.75 inches with a

- 0.125 inch wall thickness.
- f. Each SRM provides a tensile strength of 4,200 pounds per square inch [29 megapascals] as required in the ASTM D638 standard.
- g. Each SRM is manufactured for use in temperatures range of minus 30 degrees Fahrenheit to 165 degrees Fahrenheit [-34 degree to 74 degree C.] as per the NEMA TS 2 standard.
- h. An SRM installed at the minimum two foot depth withstands at least one (1) vehicle impact at 45 miles per hour by a car or truck weighing no less than 3,500 pounds.
- i. After such impact, each post will return to an upright position within 10 degrees of vertical alignment within 30 seconds from the time of impact.
- j. All SRMs withstand a 12-gauge shotgun blast without penetration by any pellets when fired from a 50 foot distance.
- k. Route marker signs are labeled with a unique identification number as detailed in the Work Order plans, or as approved by the County.
- l. As-built documentation is provided at the completion of installation that includes identification number and location of all installed route markers and correlates the marker to the fiber optic infrastructure that it signifies (see Marker Post Detail)

**4.2 Locate Wire Surge Protection**

**4.2.1 The Contractor shall:**

- a. Furnish and install a locate wire surge protection system as directed by the County.
- b. Attach locate wires to a surge protection system dedicated to safely dissipating high transient voltages or other foreign electrical surges induced into the designating system.
- c. Provide grounding through a stand-alone system that does not include electric power device grounding.

**4.2.2 The Contractor shall ensure that:**

- a. The surge protection system normally allows signals generated by locate system transmitters to pass through the protection system without going to ground.
- b. The protection system automatically resets and passes locate system transmitter signals after the unit has grounded to dissipate over-voltages.
- c. The locate wire surge protection is intended for below-ground or above-grade applications.
- d. The locate wire surge protection system is grounded to a driven rod within 10 feet of the system using a AWG #6 single conductor wire with green insulation.
- e. The locate wire surge protection is enclosed for protection from environmental hazards and accessible for connection of portable locate system transmitters (see Locate Detail).
- f. The locate wire surge protection system meets the minimum standards for surge protection shown in the table below:

**Minimum Standards**

Surge Element	3-element maximum duty fail-safe gas tube.
Rating	40,000 A surge capacity (single-cycle, 8 by 20 microsecond waveform).
Life	Minimum 1,000 surges (1000 A to ground).
Fail-Safe	Integral fail-shortened device.
Insulation Resistance	1,000 megohm minimum at 100 volts of direct current ( $V_{DC}$ ).

Clamp Voltages	a. Impulse at 100 Volts per Microsecond: Typically 500 volts. b. Direct Current: 300 to 500 volts.
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**5.0 DESIGN REQUIREMENTS**

- a. The Contractor shall be responsible for providing a complete turn-key design for the installation of a complete, functional system. This system shall include all necessary supporting components to produce a functional system, whether included in this specification or the work order. Detailed descriptions of all components/products shall be included as part of the system design/submittal documents and shall be subject to approval or modification upon request by the County.
- b. The Contractor shall submit a list of all selected technologies/products; product cut sheets, selection alternatives, reasons for selection, and selected component locations and construction details to the County for review and approval prior to commencement of any materials procurement or installation. No device shall be procured or installed prior to approval by the County. The system components shall be new production products. Refurbished, untried or prototype units will not be acceptable.

**5.1 Design and Construction Plan**

The Contractor shall provide a design and construction plan for each project and develop scheduling for each of the identified stages. The design and construction plan will identify all design methods and procedures to be utilized for each of the design phases and detail methods of construction for constructing of the project. Formal design shall not commence without formal written approval of the design and construction plan by the County.

**5.2 Stages**

Through coordination with the County, the Contractor shall develop an optimized construction staging plan, detailing the breakdown of each of the stages of the project. The stages shall be configured to optimize the design and construction processes, as well as minimize any impacts to the County. The County shall participate in the development of the stages, as well as conduct a final review and approval of the stages prior to Contractor’s commencement of formal design activities.

**5.3 Scheduling**

The design and construction plan will include scheduling for the project. The Contractor shall develop a design and construction schedule for each of the stages. The schedule will specify all start and completion dates for the design and construction of each stage. The schedule will specify the start and completion dates for all design milestones, as well as define the start and completion dates for the construction of each stage.

**5.4 Permits**

The Contractor will be responsible for obtaining all permits for the design and construction of the project from the county of Manatee, the city of Bradenton and/or the city of Palmetto.

**5.5 Utilities**

The design and construction plan will identify methods and procedures to be used to identify existing utilities, identify possible conflicts or issues pertaining to existing utilities as well as



procedures for addressing any conflicts or issues identified. The Contractor shall fully define in the design and construction plan a utility coordination plan that identifies the methods and procedures for utility coordination to be utilized by the Contractor. The design and construction plan shall include a listing of all utility companies located within the project limits, as well as primary points of contact for each of the utility companies.

**5.6 Survey**

The Contractor shall be responsible for all survey work necessary to validate right-of-way for the project. The Contractor shall be responsible for preparing base mapping with correct Right-of-Way data included. Successful bidder shall also be required to provide construction As-Builts.

**5.7 Maintenance of Traffic Plan**

a. The Contractor shall develop a comprehensive maintenance of traffic plan that defines all operational maintenance and traffic maintenance required during the entire length of each project. Contractor shall submit to the County, for review and formal approval, two copies of the proposed overall plan and methods for performing the work including a list of equipment and personnel anticipated for use. The Contractor's safety and maintenance of traffic plan shall show the proposed methods of ensuring safety and minimum interference with the normal flow of traffic on the travel lanes. Approval of the Contractor's safety and maintenance of traffic plan by the proper entities shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of equipment and/or personnel.

b. Preparation of all maintenance of traffic plans shall be required for each of the project stages. The detailed plans or quote of FDOT indexes shall be developed in accordance to all applicable standards and specifications, as well as requirements defined in this Exhibit.

**5.8 Meetings**

The Contractor shall meet with the County and representatives to provide a plan of work and the associated traffic management measures to be implemented for each work order project.

**5.9 Lane Closures**

Lane closures will not be permitted between 6:00 a.m. and 10:00 a.m. and between the hours of 3:00 p.m. and 7:00 p.m. on any roadway on any day of the week unless otherwise approved by the County in writing. If the Contractor wants to close lanes on any roadway during hours other than those permitted, the Contractor shall submit a request to the County with a detailed traffic control plan at least seven (7) calendar days prior to the desired closure date. If, in the opinion of the County, any lane closure(s) causes extended traffic congestion, the County may direct the Contractor to open any temporary lane closure(s) until traffic is returned to an acceptable flow, as determined by the County.

**5.10 Traffic Staffing**

The Contractor shall provide trained traffic staff with the expertise to interpret traffic, County representative standards and applications, and to make judgments in the field as traffic situations warrant. Traffic staffing shall be certified by the American Traffic Safety Services Association under its Worksite Traffic Supervisor Certification Program (or an equal approved by the County) and FDOT procedure 750-030-006(a), which are hereby incorporated herein



by this reference and made a part hereof. The Contractor shall ensure that its staff and all subcontractors use orange vests/garments conforming to ANSI/ISEA 107-1999 Standard Class 3 whenever workers are within 15 feet of the edge of the travel way. Class 3 vest garments will be required for all speeds. Additionally, Contractor shall provide an off-duty law enforcement officer with a marked law enforcement vehicle at each location where lane closures are in effect, unless otherwise approved by the County.

#### **5.11 Traffic Control Devices**

Contractor shall keep traffic control devices, such as warning devices and barriers, clean, in the correct position and clearly visible at all times. Contractor shall regularly test and/or replace batteries in barricades equipped with flashers to ensure proper operation. Damaged, defaced, or dirty traffic control devices shall immediately be repaired, replaced and/or cleaned as directed by the County. The Contractor shall be responsible for performing regular inspections, not less than every other day including weekends and holidays, of all traffic control devices installed and be responsible for replacing all traffic control devices not conforming with the required standards.

### **6.0 MATERIAL STAGING**

All staging of construction materials and equipment shall be the responsibility of the Contractor. The County will not provide material staging locations.

### **7.0 DOCUMENTATION**

The Contractor shall be responsible for completing all project documentation required by law and the County to fully document the project, including, but not limited to, the design, materials used, construction, the as-built plans, and the operations and maintenance of the constructed facilities. Project documentation shall include, but is not limited to:

- a. Basemapping
- b. Design plans,
- c. Product information and specifications,
- d. Maintenance of traffic plans,
- e. Operations and maintenance manuals,
- f. Record drawings (as-builts),
- g. Cable testing results

The Contractor shall furnish all Shop Drawings, working drawings, labor, materials, equipment, tools, services and incidentals necessary to complete all Work required by these Specifications.

## **8.0 EMERGENCY FAILURES, REPAIRS AND RESTORATION**

### **8.1 Emergency Failures**

Emergency failures are failures that represent an immediate risk to the public, failures that cause closure of the public travel-ways, or failures to the communications network that render the County's core voice and data services inoperable.

#### **8.1.1 Emergency Response Time**

Contractor's response times for emergency failures is within two hours. Upon notification of an emergency failure by the County designated representative, the Contractor shall respond and be onsite to evaluate for repairs and/or to eliminate the immediate danger to the public, employees, structures or facilitates within two hours of notification. Immediate danger is defined as an item or items blocking human or vehicular traffic or creating a safety hazard. All emergency repairs required to restore service or eliminate the immediate damage shall be completed expediently upon arrival on site. The County notification to Contractor may be verbally, by telephone, via e-mail, facsimile, or text message.

## **8.2 Priority Failures**

Priority failures are failures of subsidiary services such as remote or school nodes. This may include backup or redundant data and voice links. County reserves the right to designate priority or failure on a per incident basis. Evaluation will be made by the County's designated representative (s) to determine the area, site, or group affected and the severity/type of the failure situation.

### **8.2.1 Priority Response Times**

Contractor's response times for priority failures is within 24 hours. Upon notification of a priority failure by the County designated representative, the Contractor shall respond and complete initial repairs or eliminate the immediate danger within 24 hours of notification. Permanent repairs/restoration of non-service after initial service restoration shall be made within five (5) calendar days. This type of failure notification is provided for an area that is secured and does not pose a potential safety hazard. The notification may be verbally by telephone, written letter, system report, e-mail, facsimile, or text message.

## **8.3 Acknowledgement of Reported Failures**

The Contractor shall acknowledge receipt of notification of all failures within one hour of notification by the County.

## **8.4 Emergency Response Services**

Emergency response services shall include the restoration of services(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 County designated representative (s) within two (2) hours after arriving at the site documenting the damage providing the following information at a minimum.

- a. Date and time of incident
- b. Cause of failure or issue
- c. Entity/person reporting the failure or issue
- d. Site needs analysis (if possible)
- e. Phot documentation (digital only)
- f. Corrective actions needed to be taken
- g. Needed parts list

- h. Repair cost breakdown
- i. Repair schedule
- j. General Notes

## **9.0 DIAGNOSTIC AND SUPPORT SERVICES**

- a. Contractor shall provide diagnostic and support services when field troubleshooting is needed to identify a problem and, whenever possible, Contractor shall perform minor repairs to fix the problem while at the site. Contractor shall contact the County's Representative for a Work Order immediately upon completion of the services. Diagnostic and support services may also be required for situations such as an unplanned cable or conduit relocation or reroute.
- b. Should the Contractor perform a service request under a Work Order and the same fault is reported again within 30 days, Contractor shall make the second and all subsequent repairs needed to restore 100 percent functional status at its own expense.
- c. The Contractor through diagnostic service, shall investigate the cause for the failure. Contractor's diagnostic analysis of the failure 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 County's designated representative(s) in writing.

## **10.0 UTILITY COORDINATION**

10.1 The Contractor shall:

- a. Fully cooperate with all utility owners during construction, installation or repair associated with the Agreement.
- b. Call 'One Call' a minimum of 48 hours and a maximum of 96 hours before any excavation of work.
- c. Furnish and install all equipment and materials and perform all work in accordance with all applicable utility owner standards and procedures.

10.2 The Contractor is responsible for:

- a. Ascertaining the exact location of all utilities prior to the beginning of work in an area. NOTE: Utility locations shown on County plans are approximate and may not include all utilities.
- b. Coordinating meetings with all utility companies having overhead or underground facilities in proximity with the Contractor installations.
- c. Determining and performing any needed sub-surface utility engineering (SUE) work.

## **11.0 NETWORK AND UTILITY SERVICES**

11.1 The Contractor shall have the necessary equipment and personnel required to provide various types of fiber optic repair needed in the field including, but not limited to:

- a. mid-span fusion splicing,
- b. trunk splicing,
- c. OTDR testing,
- d. fiber enclosure installations,
- e. termination of fiber inside fiber trays and full fiber sections replacement.

- f. Install both open trench and directional bored conduit for new installation and replacement of damaged conduit.
- g. Engineering (SUE) per Section 4.0

11.2 Contractor shall provide utility coordination and obtain permits required by the County prior to commencing work. After completion of the fiber related work Contractor shall submit a report to the County designated representative for record keeping of County fiber communications infrastructure. Contractor shall obtain written authorization from the County prior to commencing any fiber related work.

## **12.0 MAINTENANCE JURISDICTION**

The services of the Agreement will include approximately 100 centerline miles of fiber optic cable and conduit infrastructure. The County reserves the right to remove cable and conduit and to add cable and conduit as it is installed at any time during the Agreement term.

**END OF EXHIBIT**