



## INVITATION FOR BID

### **(IFB) #12-2050-OV, Outside Plant Installation of Fiber Optic Cable, Conduit System, Pull Boxes**

Manatee County, a political subdivision of the State of Florida, (hereinafter the "County") will receive sealed bids from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Florida or authorized to conduct business in the State of Florida.

It is the Intent of Manatee County to establish an annual contract for the Outside Plant Installation of Fiber Optic Cables, Conduit System, Pull boxes.

#### **INFORMATION CONFERENCE**

In order to insure that all prospective bidders have sufficient information and understanding of the County's needs, an **Information Conference will be held on February 5, 2013 at the County Administration's Purchasing Division located at 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205. Attendance is not mandatory, but is highly encouraged. The Information Conference will take place at 11:00 AM.**

**DEADLINE FOR CLARIFICATION REQUESTS February 13, 2013 at 5:00 PM**  
(Reference Bid Article A.06)

**TIME AND DATE DUE: February 26, 2013 at 2:00 PM**

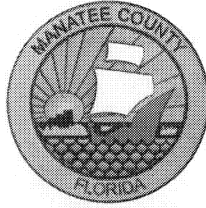
Manatee County Purchasing Division, 1112 Manatee Avenue West, Bradenton, FL 34205.

#### **FOR INFORMATION CONTACT:**

**Olga Valcich (941) 749-3055**

**[olga.valcich@mymanatee.org](mailto:olga.valcich@mymanatee.org)**

AUTHORIZED FOR RELEASE: 



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**Important Note:** Lobbying is prohibited (reference Bid Article A.08)

**FOR INFORMATION CONTACT**  
**Olga Valcich (941) 749-3055**  
**Email: [olga.valcich@mymanatee.org](mailto:olga.valcich@mymanatee.org)**

SECTION 00010  
**INFORMATION TO BIDDERS**

**A.01 OPENING LOCATION**

These bids will be **publicly opened** at **Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205** in the presence of County officials at the time and date stated, or soon thereafter. All bidders or their representatives are invited to be present.

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

**A.02 SEALED & MARKED**

**One original and two copies** of your **signed bid** shall be submitted in one **sealed package**, clearly marked on the outside **"Sealed Bid (IFB) #12-2050-OV, Outside Plant Installation of Fiber Optical Cable, Conduit System, Pull Boxes, Bradenton, FL."**

Address package to:           Manatee County Purchasing Division  
  1112 Manatee Avenue West, Suite 803  
  Bradenton, Florida 34205

**A.03 SECURING OF DOCUMENTS**

Complete individual copies of the bidding documents for the project and/or products can be obtained, free of charge, at the Manatee County Purchasing Division located at: 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205: **941-749-3014 or 941-749-3055** between the hours of 8:00 AM to 4:00 PM, Monday through Friday, exception of holidays. Complete set of the bidding document must be used in preparing bids. The County assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of bidding document.

**A.04 BID DOCUMENTS**

**Bids** on <http://www.mymanatee.org> , Bid documents and the Notices of Source Selection related to those Bids are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "Bids." You may view and print these files using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the County's web page if you do not have it. **Manatee County collaborates with the Manatee Chamber of Commerce** on distributing solicitations using the RFP Tool web page on the Chambers website: <http://www.Manateechamber.com> to post Bid documents in a portable document

A.04 BID DOCUMENTS (Continued)

format (.PDF) file. This step is in addition to the posting on Manatee County Government web pages.

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

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

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

A.05 MODIFICATION OF BID SPECIFICATIONS

If a bidder wishes to recommend changes to the bid specifications, the bidder shall furnish in writing, data and information necessary to aid the County in evaluating the request to modify the specifications. The County is not obligated to make any changes to the bid specifications. Unless an addendum is issued, the bid specifications shall remain unaltered. **Bidders must fully comply with the bid specifications, terms, and conditions.**

A.06 DEADLINE FOR CLARIFICATION REQUESTS

**February 13, 2013** shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids to the Manatee County Purchasing Office.

This deadline has been established to maintain fair treatment for all potential bidders, while maintaining the expedited nature of the Economic Stimulus that the contracting of this work may achieve.

A.07 CLARIFICATION & ADDENDA

Each bidder shall examine all Invitation for Bids documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids shall be made through the Manatee County Purchasing Division. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.



**A.07 CLARIFICATION & ADDENDA (Continued)**

If any addenda are issued to this Invitation for Bid, the County will Broadcast the addenda on the Demand Star distribution system to "Planholders" on this web service, and post the documents on the Purchasing Division's web page at <http://www.mymanatee.org> which can be accessed by clicking on the "Purchasing" button and then clicking on the "Bids" button. It shall be the responsibility of each bidder, prior to submitting their bid, to contact Manatee County Purchasing (see contact on page 1) to determine if addenda were issued and to make such addenda a part of their bid.

**A.08 LOBBYING**

After the issuance of any Invitation for Bid, prospective Bidders, or any agent, representative or person acting at the request of such Bidder shall not contact, communicate with or discuss any matter relating in any way to the Invitation for Bid with any officer, agent or employee of the Manatee County other than the Purchasing Official or as directed in the Invitation for Bid. This prohibition includes the act of carbon copying officers, agents or employees of Manatee County on email correspondence. This requirement begins with the issuance of an Invitation for Bid, and ends upon execution of the final Contract or when the Invitation has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code of Law Chapter 2-26.

**A.09 UNBALANCED BIDDING PROHIBITED**

Manatee County recognizes that large and/or complex projects will often result in a variety of methods, sources and prices; however, where in the opinion of the County such variation does not appear to be justified, given bid specifications and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids will include:

1. Bids showing omissions, alterations of form, additions not specified or required conditional or unauthorized alternate bids.
2. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive bidders for the same line item unit costs.
3. Bids where the unit costs offered are in excess of or below reasonable cost analysis values.

In the event the County determines that a bid is presumed unbalanced, it will request the opportunity to, and reserves the right to, review all sources quotes, bids, price lists, letters of intent, etc., which the bidder obtained and upon which the bidder relied upon to develop the bid. The County reserves the right to reject as non-responsive any

**A.09 UNBALANCED BIDDING PROHIBITED (Continued)**

presumptive unbalanced bids where the bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

**A.10 FRONT END LOADING OF BID PRICING PROHIBITED**

Prices offered for performance and/or acquisition activities to occur early in the project schedule, such as: mobilization, clearing and grubbing; or maintenance of traffic, that are substantially higher than pricing of competitive bidders within the same portion of the project schedule, will be presumed to be front end loaded. Front end loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the Contractor to complete the work or otherwise creating an appearance of an under-capitalized bidder.

In the event the County determines that a bid is presumed to be front end loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., which the bidder obtained and upon which the bidder relied upon to develop the pricing or acquisition timing for these bid items. The County reserves the right to reject as non-responsive any presumptive front end loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front end loaded costs.

**A.11 WITHDRAWAL OF OFFERS**

Vendors may withdraw offers as follows: a) Mistakes discovered before the opening of a solicitation may be withdrawn by written notice from the bidder submitting the offer. This request must be received in the office designated for receipt of offers in the solicitation document prior to the time set for delivery and opening of the offers. A copy of the request shall be retained and the unopened offer returned to that vendor. b) After the responses to a solicitation are opened or a selection has been determined, but before a contract is signed, a vendor alleging a material mistake of fact may be permitted to withdraw their offer if: (1) the mistake is clearly evident on the solicitation document; or (2) the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw and offer must be in writing and approved by the Purchasing Official.

**A.12 IRREVOCABLE OFFER**

Any bid may be withdrawn up until the date and time set for opening of the bid. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 90 days to sell to Manatee County the goods or services set forth in the attached specifications until one or more of the bids have been duly accepted by the County.

**A.13 BID EXPENSES**

All expenses for making bids to the County are to be borne by the bidder.

#### A.14 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County. For all items combined, the bid of the lowest responsive, responsible bidder will be accepted, unless all bids are rejected. The lowest responsible bidder shall mean **that bidder who makes the lowest bid to sell goods and/or services of a quality which meets** or exceeds the quality of goods and/or services set forth in the attached specifications or otherwise required by the County, and who is fit and capable to perform the bid as made.

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

#### A.15 APPLICABLE LAWS

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Purchasing Code of Laws as amended. Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of a contract may protest to the Board of County Commissioners of Manatee County as required in Section 2-26/61 of the Purchasing Code.

#### A.16 COLLUSION

By offering a submission to this Invitation For Bid, the bidder certifies that he has not divulged, discussed or compared their bid with other bidder, and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to their own organization, that in connection with this bid:

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

**A.16 COLLUSION (Continued)**

- b. any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to the scheduled opening, directly or indirectly to any other bidder or to any competitor;
- c. no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- d. the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by bidder for purpose of doing business.

**A.17 CODE OF ETHICS**

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

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

**A.18 BID FORMS**

Bids must be submitted on attached County forms, although additional pages may be attached. **Bidders must fully complete all pages of the Bid Forms. Bid Forms must be executed by an authorized signatory who has the legal authority to make the offer and bind the company. Bidders must fully comply with all specifications, terms and conditions.** Failure to comply shall result in contract default, whereupon, the defaulting vendor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

**A.19 LEGAL NAME**

Bids shall clearly indicate the legal name, address and telephone number of the bidder. Bids shall be signed above the typed or printed name and title of the signer. The signer must have the authority to bind the bidder to the submitted bid.

**A.20 BE GREEN**

All Bidders are encouraged to use as many environmentally preferable "green" products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. Environmentally preferable are products or services that have a reduced adverse effect on the environment. Provide detail of your organization's initiative and its ability to meet the goal of environmental sustainability.

**A.21 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES**

A person or affiliate who has been placed on the State's convicted vendor list following a conviction for a public entity crime, as that term is defined in Florida Statute § 287.133, may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute § 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted list.

In addition, Manatee County Code prohibits the award of any contract to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of 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 responsible matter. To insure compliance with the foregoing, the Code requires all persons or entities desiring to contract with the County to execute and file with the purchasing official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with the County.

In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification is attached for this purpose.

**A.22 DISCOUNTS**

Any and all discounts must be incorporated in the prices contained in the bid and not shown separately. The prices as shown on the bid form shall be the price used in determining award.

**A.23 TAXES**

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Exempt Cert. No. 59-78-0089K; FL Sales Tax Exempt Cert. NO 85-8012622206C-6); therefore, the vendor is prohibited from delineating a separate line item in his bid for any sales or service taxes. Nothing herein shall affect the vendor's normal tax liability.

**A.24 DESCRIPTIVE INFORMATION**

Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work covered by this contract shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

**A.25 AMERICANS WITH DISABILITIES ACT**

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an **Information Conference** or **Bid Opening** should contact the person named on the first page of this bid document at least twenty-four (24) hours in advance of either activity.

**A.26 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

Manatee County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and title 15, Part 8 of the Code of Federal Regulations, Manatee County hereby notifies all prospective offerors that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of contract.

**A.27 MBE/WBE**

The State of Florida, **Office of Supplier Diversity** provides the certification process and the database for identifying certified MBE/WBE firms. This service may be directly accessed at: <http://www.osd.dms.state.fl.us/iframe.htm>

If you have any questions regarding this State service, please contact their office at (850) 487-0915.

**A.28 MATHEMATICAL ERRORS**

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

**A.29 DISCLOSURE**

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

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

Based on the above, Manatee County will receive bids at the date and time stated, and will make public at the opening the names of the business entities of all that submitted an offer and any amount presented as a total offer without any verification of the mathematics or the completeness of the offer. Upon the expiration of the statutory term for exemption the actual documents may be inspected or copied. When County staff have completed a mathematic validation and inspected the completeness of the offers, tabulation shall be posted on [www.mymanatee.org](http://www.mymanatee.org).

**A.30 E-VERIFICATION**

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. All persons employed by the Contractor during the term of the Contract to perform employment duties within Florida: and
2. All persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract with the State Agency.

**NOTE: ANY OR ALL STATEMENTS CONTAINED IN THE FOLLOWING SECTIONS: BASIS OF AWARD, TERMS AND CONDITIONS OF THE CONTRACT, OR SPECIFICATIONS, WHICH VARY FROM THE INFORMATION TO BIDDERS, SHALL HAVE PRECEDENCE.**

**END OF SECTION A**

SECTION 00020  
**BASIS OF AWARD**

**B.01 BASIS OF AWARD**

Award shall be to the lowest responsive, responsible bidders meeting all of the bidder's qualifications, and having the lowest total price and meeting all of the specifications, terms and conditions of the Invitation for Bid. **Bidders shall bid each and every item for their bid to be responsive. The County reserves the right to make multiple awards.**

Any agreement, contract or purchase order resulting from the acceptance of a bid shall be made by a purchase order and be bound by the terms and conditions contained herein.

It is the intent of the County to place orders with the lowest responsive, responsible bidder who can provide the services at the time needed. However, the County reserves the right to place orders with other vendors in the event of an urgent, immediate need and the availability of the services requested cannot be met by the lowest price vendor at the time of need.

In evaluating bids, the County shall consider the qualifications of the bidders; and if required, may also consider the qualifications of the subcontractors, suppliers, and other persons and organizations proposed. County may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work.

Whenever two or more bids which are equal with respect to price, quality and service are received, the award shall be determined by a chance drawing conducted by the Purchasing Office and open to the public.

Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its bid that for at least six (6) months prior to the announcement of the solicitation of bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employees at that location.

**B.02 SUBCONTRACTORS (If Applicable)**

Subcontractors shall be bound by the terms and conditions of this contract insofar as it applies to their Work, but this shall not relieve the prime contractor from the full responsibility to the County for the proper completion of all Work to be executed under this contract.

The employment of unauthorized aliens by any contractor is considered a violation of Section 274 (e) of the Immigration and Employment Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.



**B.03 QUALIFICATIONS OF BIDDERS**

No person who is not certified or registered as a General Contractor and pursuant to the terms of Florida Statutes Chapter 489 on the day the Bid is submitted, and who has continuously held that certification or registration for a period of at least five (5) years immediately prior to the day the Bid is submitted, may be qualified to bid on this project. In the event that a Bidder is a business organization, including a partnership, corporation, business trust or other legal entity as set forth in F.S. 489.119 (2), then the Bidder shall only be qualified to bid on this project if: 1) the Bidder (the business organization) is on the day the Bid is submitted, and for at least five (5) consecutive years immediately prior to the day the Bid is submitted has been, in continuous existence, properly licensed and registered as required by Florida law; and 2) the Bidder, on the day the Bid is submitted, has a certified or registered Qualifying Agent, as required by F.S. 489.119, and the Qualifying Agent has been the same Qualifying Agent of the Bidder for a period of at least five (5) consecutive years immediately prior to the day the Bid is submitted.

**Bidder shall have an active valid Florida License for a minimum of five (5) years and having a minimum of five (5) years experience in this type of business, installing and maintaining fiber optics.**

Bidder shall submit proof of license (s) upon submission of the bid form. **The license (s) required to perform the services for this project is: Certified Alarm I; Certified Alarm II; Certified Low Voltage System Specialty; Certified Master Electrician; OR Registered Master Electrician.** As evidenced by the Telecommunications Industry Association, Bidder shall understand and practice all aspects of the Building Telecommunications Wiring Standards ANSI/TIA/EIA 568a/568b/568c.

A complete list of all subcontractors (if any) proposed for any portion of the Work may be requested of any Bidder deemed necessary by the County. Subcontracts shall be awarded only to those subcontractors considered satisfactory by the County.

**B.04 PREPARATION OF CONTRACT**

A written notice confirming award or recommendation thereof will be forwarded to the Successful Bidder accompanied by the required number of unsigned counterparts of the Agreement. Within 10 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement with any other required documents to County. (Note: Contract must be approved in accordance with the Manatee County Code of Laws, Manatee County Purchasing Ordinance and the Standards and Procedures approved by the County Administrator).

**END OF SECTION B**

## SECTION 00030

**SPECIFIC TERMS AND CONDITIONS OF THE CONTRACT****C.01 PURPOSE**

It is the intent of Manatee County to establish an annual contract for the 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 use by the Information Technology Department Communications Division. It is the specific purpose of this bid to establish an annual contract for the required services and materials, and to secure the cost and availability of the services and materials for procurement.

Bidder shall include all necessary labor, tools, materials, associated parts, hardware equipment and incidentals required, including the necessary equipment to complete the installation.

**C.02 BLANKET ORDER**

Blanket Purchase Order (s) shall be issued as a result of this bid. A Blanket Purchase Order Number, when accompanied by a valid Release Order number provided by an authorized County department, will authorize purchases on an **“as required”** basis.

A master agreement with subsequent individual orders shall be used, therefore for payment; each invoice must include and indicate the Blanket Purchase Order number followed by a valid Release Order number. The contractor is not authorized to proceed with, and will not be compensated for any work that is not authorized by a valid Release Order Number issued by the County's Representative.

Quantities of purchase will vary depending on the authorized budget of each authorized County department. Bid items, package size, and unit prices shall be as itemized on the attachment to the Blanket Purchase Order. Make no shipments until a valid release order is provided.

**C.03 QUANTITIES**

**The quantities specified in the IFB are estimated only.** The exact quantities of the required supplies cannot be determined at this time. Purchase Orders / Release Orders shall be issued on an **“as required basis”** covering all or part of the specified items on the bid form. During the term of the contract, the County may add or delete parts as needed.

Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under this Contract, or relieve the Contractor of its obligations to fill all orders placed by the County.

**C.04 PRICES AND TERMS**

Bidders shall bid unit prices, F.O.B. Destination, including all transportation, labor, permits/notices, materials, and equipment required for the complete delivery and service of each unit. Prices shall remain firm and irrevocable for the contract period.

**C.05 CONTRACT TERM**

This contract shall be for a period of one year, commencing from the date of award, unless renewed or terminated as provided in this bid document.

**C.06 RENEWAL**

If not cancelled by the Contractor or the County, **this contract shall be mutually extended/renewed** beyond the first twelve (12) month contract period for additional twelve (12) month periods not to exceed total contract duration of sixty (60) months providing there are no changes of prices, terms or conditions; except as provided in Article C.07 for Price Adjustments for Renewal Periods. **Written notice of intention not to renew must be submitted by the successful bidder 90 days prior to the end of a contract period.** Should any Contractor choose not to renew the bid awarded, the County reserves the right to terminate the Contract with that Contractor and select the next qualified bidder, or re-advertise for those quoted items, or solicit a new Invitation for Bid for all items (including multiple quote awards).

**C.07 PRICE ADJUSTMENTS FOR RENEWAL PERIODS**

Prices shall remain firm for the first twelve (12) month base contract term. Requested price changes for the remaining terms may be adjusted in accordance with the **Producers Price Index Fiber Optic Cable Manufacturing Code #PCU3359213359210.** The base index shall be the index effective on the date of award. The index used for each successive renewal period shall be the effective index on the date of the renewal.

The maximum acceptable increase for any renewal term shall be the percentage calculated in accordance with the method described in the Producers Price Index from the Bureau of Labor Statistics.

The **example below** illustrates the method by which Pricing shall be adjusted:

	<b>INDEX POINT CHANGE</b>
Commodity _____ Index	115.2 (Renewal Index)
Commodity _____ Index	<u>112.8</u> (Base Index or previous Index)
Equals Index Point Change	2.4 Index Point Change
	<b>INDEX PERCENT CHANGE</b>
Index Point Change from above	2.4
Divided by Base Index	
(or previous Index)	112.8
Equals	0.0213 or 2.13 Percent

**C.08 PAYMENT**

After receipt of materials and / or services by the Contractor, and presentation of an appropriate invoice, the County shall pay the total amount due within forty-five (45) days. **Invoices must indicate both the Blanket Purchase Order number and the Release Order number.**

**C.09 CANCELLATION**

It is mutually understood and agreed that any award made as a result of this bid may be cancelled by the Contractor upon 90 days written notice to the Purchasing Official by Certified Mail. However, the County is hereby authorized to purchase, in accordance with the prices bid, any quantity of materials and / or services during this 90 day period.

The County reserves the right to terminate a contract by giving 30 days written notice of intention to terminate if at any time the vendor fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for the convenience of the County, with or without cause.

**C.10 WARRANTY, MAINTENANCE SERVICE AND SUPPORT**

All work, materials, and equipment furnished as defined herein shall be guaranteed and warranted by the contractor for a minimum period of one (1) year, unless otherwise specified, from final acceptance by the County to be free from defects due either to faulty materials or equipment or faulty workmanship.

All materials, equipment, and workmanship furnished and installed by the contractor is warranted and guaranteed by the contractor to be such as to meet the required standards and to accomplish the purposes and functions required standards and to accomplish the purposes and functions of the project as defined, detailed, and specified herein.

The County shall, following discovery thereof, promptly give written notice to the contractor of faulty materials, equipment, or workmanship within the period of the guarantee and the contractor shall promptly replace any part of the faulty equipment, material, or workmanship at his own cost. 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.

**C.11 MATERIAL SAFETY DATA SHEET**

It shall be the responsibility of the awarded bidder (s) to submit, upon notification of award, a Material Safety Data Sheet (MSDS) for any and all toxic substances in accordance with Florida Statutes Chapter 442, The Right To Know Law, which mandates on-site MSDS for all toxic substances appearing in the work place.

**C.12 ROYALTIES AND PATENTS**

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

**C.13 AUTHORIZED PRODUCT REPRESENTATION**

The contractor, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. Failure to perform accordingly may, in the County's sole discretion, be deemed a breach of contract, and shall constitute grounds for the County's immediate termination of the contract.

**C.14 REGULATIONS**

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

**C.15 INDEMNIFICATION**

The contractor covenants and agrees to indemnify and save harmless the County, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the County, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.

**C.16 MANUALS, SCHEMATICS, HANDBOOKS**

All manuals, schematics and handbooks shall be provided which are applicable to the equipment delivered. An operators manual, parts manual and technician manual must also be provided. Parts lists (manuals) must include OEM part numbers for items not manufactured by the bidder. **Contractor shall furnish two (2) copies of each.**

**C.17 INSURANCE**

The contractor will not commence work under a contract until all insurance under this section and such insurance coverage as might be required by the County has been obtained. The contractor shall obtain, and submit to the Purchasing Division within 10 calendar days of request, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

a. **Workers' Compensation/Employers' Liability**

**Part One** - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Workers' Compensation Act or any other coverage required by the contract documents which are customarily insured under Part One of the standard Workers' Compensation Policy.

C.17 INSURANCE (continued)

Part Two - The minimum amount of coverage required by the contract documents which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

<u>\$100,000</u>	(Each Accident)
<u>\$500,000</u>	(Disease-Policy Limit)
<u>\$100,000</u>	(Disease-Each Employee)

b. Commercial General Liability

The limits are to be applicable only to work performed under this contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 03) a Commercial General Liability Policy with the following minimum limits.

General Aggregate:

Products/Completed Operations Aggregate	<u>\$2,000,000</u>
Personal and Advertising Injury	<u>\$1,000,000</u>
Each Occurrence	<u>\$1,000,000</u>
Fire Damage (Any One Fire)	<u>\$1,000,000</u>
Medical Expense (Any One Person)	<u>\$1,000,000</u>

c. Business Auto Policy

Each Occurrence Bodily Injury and Property Damage Liability Combined	<u>\$ 500,000</u>
Annual Aggregate (if applicable):	<u>\$1,000,000</u>

d. Owners Protective Liability Coverage

The minimum OPC Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the contractor shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability coverage. The limits afforded by the OPC Policy and any excess policies shall apply only to the Owner and the Owner's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

e. Property Insurance

**If this contract includes** construction of or additions to above ground buildings or structures, contractor shall provide "**Builder's Risk**" insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).

C.17 INSURANCE (Continued)f. Installation Floater

**If this contract does not include** construction of or additions to above ground building or structures, **but does involve** the installation of machinery or equipment, contractor 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).

g. Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the six above paragraphs a., b., c., d., e., and f., shall be filed with the Purchasing Official before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number, project title and location of project. Insurance shall remain in force at least one year after completion and acceptance of the project by the County, in the amounts and types as stated herein, with coverage for all products and services completed under this contract.

**ADDITIONAL INSURED: The contractor shall name Manatee County, a political subdivision of the State of Florida as additional insured in each of the applicable policies.**

If the initial insurance expires prior to the completion of operations and/or services by the contractor, renewal certificates of insurance and required copies of policies shall be furnished by the contractor and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.

Nothing herein shall in any manner create any liability of the County in connection with any claim against the contractor for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the contractor or contractor's sureties to the County or to any workers, suppliers, material men or employees in relation to this contract.

C.18 NO DAMAGES FOR DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the Total Contract Price or payment or compensation of any kind from the County or direct, indirect, consequential impact or other costs, expenses for damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the Contractor for hindrance or delays due solely to fraud, bad faith, or active interference on part of the County or its agents. Otherwise, the Contractor shall only be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extend specifically provided above

**C.19 NO INTEREST**

Any monies not paid by the County when claimed to be due to the Contractor under this Contract shall not be subject to interest including prejudgment interest. Any monies not paid by the County when claimed to be due to the Contractor for damages awarded in the case of construction delays shall not be subject to prejudgment interest.

**C.20 \$100,000 PROJECT LIMITATION PER RELEASE**

This contract is for the installation of new Fiber Optics on an "As required basis". Any Blanker Order Release exceeding \$100,000.00 shall be forwarded to the Purchasing Division for a formal solicitation which would include requirements for payment and performance bonds.

**END OF SECTION C**



SECTION 00100  
TECHNICAL SPECIFICATIONS

D.01 THE WORK

It is the intent of Manatee County to establish an annual contract for the 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 use by the Information Technology Department Communications Division.

The fiber optic and conduit system shall be measured for payment per request using the approved pricing matrix and be inclusive of all components necessary to be made fully operational, and tested according to this specification.

The Contract unit price, furnished and installed shall include furnishing, placement, and testing of all materials and equipment, and for 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.

The Contract price per site is inclusive of conduit, fiber optic cable, terminating components, locate wire, or route markers. Each pull box or splice box furnished shall include all equipment plus all shipping and handling costs involved in the delivery to the required site.

The 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 and accepted installation.

D.02 EXAMINATION OF PROPOSED WORK SITE

Prior to performing any work at the required work site, the vendor shall visit the site to become familiar with any and all conditions that may in any manner affect the labor or services that are required to completely execute the full intent of this specification.

D.03 WORKING HOURS

All work shall be performed during regular working hours, Monday through Friday, between the hours of 7:00 am and 6:00 pm, excluding weekends and holidays.

Should weekend or holiday work hours be required, Contractor shall obtain prior permission in writing from the Project Manager.

Contractor shall be capable of providing service 24 hours a day, seven days a week, should the need arise.

#### D.04 CONTRACTOR RESPONSIBILITIES

1. Contractor shall 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. The County shall not assume responsibility for lost or stolen belongings. No subcontracting is permitted without the prior written approval of the County.
2. Upon completion of any project / job, Contractor shall notify Manatee County's Communications representative. The County representative shall inspect the work completed, and if the work is satisfactory, sign the original Work Order.
3. Contractor shall be responsible for any damages to property as a result of the work. Restoration and costs incurred as a result are the responsibility of the Contractor.
4. Should the Contractor awarded this project become unable to perform work due to breakdown, equipment scheduling, lack of equipment or manpower, and/or time constraints, then the County may go to the next lowest qualified Bidder without penalty.
5. The work to be performed under this contract may interface with on-going projects. When this interfacing occurs, the Contractor is to coordinate his work with that of other trades, agencies or utility companies so as to avoid interferences, delays and/or conflicts.
6. The Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work, he shall remove all waste and rubbish, tools, construction equipment, and surplus materials from or about the project area.

#### D.05 SCOPE OF SERVICES

**1. Fiber Optic Cable System** – Furnish and install a fiber optic cable system, necessary conduit and pull boxes on an **“as required basis”**.

##### **1.2 Material:**

**1.2.1 Fiber Optic Cable:** To insure compatibility and maintain integrity with recently installed Manatee County fiber optic cable, the County reserves the right to review all materials prior to ordering for requested work.

**D.05 SCOPE OF SERVICES (Continued)****1.2.2 Splicing Materials:**

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 Representative (s).

**1.2.2.1 Splice Enclosures:**

Contain all optical fiber splices within a splice enclosure. Ensure that the enclosures provide storage for fiber splices, non-spliced fiber, and buffer tubes. Ensure that 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. Ensure all hinges and latching devices are stainless steel. Ensure that the enclosure is airtight and prevents water intrusion. Ensure that the splice enclosure can accommodate pressurization and has the ability to be reentered without requiring specialized tools or equipment. Ensure that the enclosure provides fiber and splice organizers including splice trays and strain relief. Ensure that splice enclosures allow re-entry and are hermetically sealed to protect internal components from environmental hazards such as moisture, insects and UV light. Fiber optic splice enclosures shall also **comply with Telcordia Technologies' GR-711-CORE standard and all applicable NEC requirements.** Provide space for future expansion equal to 100% of the initial utilization.

Provide fiber optic cable penetration end caps to accommodate a minimum installation of two trunk fiber optic cables and two fiber optic drop cables. Ensure that the enclosure end caps are factory-drilled to the proper diameter to accept and seal the fiber optic cable entries. 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.

Provide fiber optic splice enclosures meeting the following requirements:

**Mechanical.**

Resist compression deformation to a maximum of 400 pounds.

Withstand impact energy to a maximum of 40 foot-pounds at 0° F.

Axial Tension: 100 pounds for 30 minutes.

Cable Torsion: Ten (10) 90° rotations.

Cable Flexing: Ten (10) 90° bends.

**Environmental**

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

Withstand 40 freeze/thaw temperature cycles.

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

**1.2.2.1 Splice Enclosures:****Chemical**

Withstand a 90 day exposure to solutions of 3% sulfuric acid, 0.2 normal sodium hydroxide, 10% Igepal®, kerosene, and be fungus resistant as required in the ASTM G21 standard.

**1.2.2.2 Splice Trays:**

Ensure that the splice trays are securely attached and accessible, and provide adequate storage for the fiber cable. Ensure the splice trays provide access to individual fibers without disrupting other fibers in the tray. Ensure that the splice trays hold the buffer tubes rigidly in place and provide protection for fusion splices. Ensure that the raceway accommodates the minimum bend radius of the fiber. Ensure that splice trays allow visible inspection of the fiber. Ensure that the splice tray includes a cover with a locking mechanism to hold it in place.

**1.2.3 Cable Terminations:**

Use Type LC connectors only, as specified in the plans or by the County representative(s). Ensure that connectors provide a strain relief mechanism when installed on a single fiber cable that contains strength elements. Ensure that the optical fiber within the body of all connectors is mechanically isolated from cable tension, bending, and twisting. Ensure that all connectors are compliant with the TIA/EIA-568-A and TIA/EIA-604 standards, as applicable, and are tested according to the Telcordia/Bellcore GR-326-CORE standard. When tested according to the TIA and EIA's Fiber Optic Test Procedure (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. Test the connectors as detailed in FOTP-107 (TIA/EIA-455-107) to reflectance values of  $\leq -50$  decibels. 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.

**1.2.3.1 Pre-terminated Connector Assemblies (pigtailed):**

Ensure that pre-terminated connector assemblies are used for fiber termination. Ensure that 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. Ensure that the pre-terminated connector assemblies are installed with fusion splices. Ensure that all buffer tubes and fibers are protected once the attachment of pre-terminated connector assemblies is complete.

**1.2.3.2 Buffer Tube Fan-out Kits:**

Ensure that 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. Ensure that the buffer tube fan-out kit supports 12 fiber strands. Ensure that output tubing and the fiber strands contained therein are of sufficient length for routing and attachment of fiber optic cable to connected electronics or as directed by the County representative. Ensure that the kit and the connectors are supplied by the same manufacturer.

**1.2.4 Patch Panels:**

Ensure that the patch panel is compatible with the fiber optic cable being terminated and color-coded to match the optical fiber color scheme. Ensure that the patch panel has sufficient capacity to accommodate connectors. Ensure that the patch panel is suitable for mounting within an approved cabinet at the field device location.

**1.2.4.1 Pre-terminated Patch Panels:**

Ensure that the pre-terminated patch panel is a termination panel that includes a factory installed all-dielectric SMF cable stub. Ensure that the panel includes factory-installed and terminated LC-type panel connectors. Ensure that 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(s).

**1.2.4.2 Field Assembled and Terminated Patch Panels:**

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.

**1.2.4.2.1 Connector Panel:**

Ensure that 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.

Ensure that each bulkhead-mount coupling connector includes a locknut for mounting the connector in predrilled or punched holes in the connector panel.

**1.2.5.1 Cable End-Sealing:**

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

**1.2.5.2 Protective Wrap:**

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. Ensure that the wrap is weather resistant and protects the cable reel from environmental hazards. Ensure that the cable reel remains wrapped until cable is to be installed.

**1.2.5.3 Packaging, Shipping and Receiving:**

Ensure that the packaging and delivery of fiber optic cable reels comply with the following minimum requirements:

1. Ensure cable is shipped on reels of marked continuous length.
2. Ensure each cable is shipped on a separate, strongly constructed reel designed to prevent damage to the cable during shipment and installation.

**1.2.5.3 Packaging, Shipping and Receiving (Continued):**

3. Ensure each reel has a minimum of 6 feet on each end of the cable available for testing.
4. Ensure that all fiber optic cable is continuous and free from damage.
5. Ensure no point discontinuities greater than 0.1 decibel per reel.
6. Ensure that all cable delivered has been manufactured within 6 months of the delivery date.
7. 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.
8. 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).

**1.3 Installation:**

Install all equipment according to the latest version of the manufacturer's installation procedures and the industry-accepted installation standards, codes, and practices, or as directed by the County representative(s). 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. In addition, perform the following:

1. Ensure conduit and inner-duct is clean and free from damage prior to installing fiber optic cable.
2. 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.

Provide all incidental parts needed to complete the installation, but not specified in the plans, as necessary for a complete and properly operating system.

**1.3.1 Fiber Optic Cable Installation:**

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 representative. 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. 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".

**1.3.1.1 Pulling:**

Install the fiber optic cable by hand when necessary. The use of mechanical pulling machines is prohibited. Ensure that at no time the manufacturer's recommended maximum pulling tension is exceeded. 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. Ensure that excess cable is coiled in a figure eight and fed manually when pulling through pull boxes

**1.3.1.1 Pulling (Continued):**

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. 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. Ensure that cable pulling lubricant used during installation is recommended by the optical fiber cable manufacturer.

**1.3.1.2 Blowing:**

Follow installation procedures and practices as listed in the Draka JETnet Design and installation guideline document.

**1.3.1.3 Slack Cable Storage:**

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.

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.

**1.3.2 Splicing:**

Perform all optical fiber splicing using the fusion splicing technique, and according to the latest version of the manufacturer's cable installation procedures; industry-accepted installation standards, codes, and practices; or as directed by the County representative. 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, only open the buffer tube containing the fiber to be accessed and only cut the actual fiber to be accessed. If a fiber end is not intended for use, cut the fiber to a length equal to that of the fiber to be used and neatly lay it into the splice tray. 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.

**1.3.2.1 Splice Plan:**

Provide a splice plan showing the location and configuration of splices in the system for approval by the County representative. Perform all splicing according to the plan. Document each splice location and identify the source and destination of each fiber in each splice tray. 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. Neatly store all splice enclosures within a splice box. Attach the splice enclosure to the splice box interior wall to prevent the enclosure from lying on the bottom of the splice box.

### **1.3.2.2 Splice Equipment Specifications:**

Use a fusion splice machine to splice all optical fiber. Ensure that the unit is portable, and capable of 120 V<sub>AC</sub> and internal battery-powered operation. Ensure that the unit is able to splice fibers with a 250-micrometer coating. The fusion splice machine shall have the following capabilities:

1. Splice loss measurement.
2. Splice protection sleeve heater.
3. Battery with charging unit and power cable.
4. Spare electrodes, fuses, and lamps.
5. Power meter/light source with carrying case.

Ensure that the power meter/light source is a calibrated pair that is portable and battery operated. Ensure that the power meter/light source operates at selectable wavelengths of 850/1,300/1,550 nanometers. Ensure that 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. Ensure that 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. Provide the County representative with a letter from the manufacturer or his authorized representative certifying compliance. Clean all splicing equipment and calibrate according to the manufacturer's recommendations prior to each splicing session at each location.

### **1.3.3 Cable Termination Installation:**

Ensure that cables, buffer tubes, or strands are neatly routed, secured and terminated in a patch panel. Ensure all cable termination points include documentation regarding the identification, route, and function of each fiber installed at that location. Ensure that at least one copy of this information is placed alongside the installed equipment (for instance, in a document pouch or drawer within a field cabinet).

### **1.3.4 Patch Panel Installation:**

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

## **1.4 Testing and Certification:**

### **1.4.1 Manufacturer's Testing:**

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



**1.4.2 Installation Testing:**

Notify the County representative of cable testing at least 14 calendar days in advance. Provide the testing procedures to the County representative for approval prior to commencement of testing. 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. Test all installed fibers (terminated and un-terminated) using methods approved by the County representative.

**1.4.2.1 End to End Attenuation Testing:**

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

**1.4.2.2 OTDR Tracing:**

Test all fibers from both cable end points with an optical time domain reflectometer (OTDR) at wavelengths of 1310 and 1550 nm. Test the fibers that are not terminated at the time of installation using a bare fiber adapter. 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.

**1.4.2.3 Splice Loss Testing:**

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

**1.4.2.4 Connector Loss Testing:**

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

**1.4.2.5 Guaranty Provisions:**

Ensure that the fiber optic cable, the splice enclosures, and termination points have a two-year manufacturer's warranty from the date of final acceptance by the County representative 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 will apply.

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. Ensure that these warranties require the manufacturer to furnish replacements for any part or equipment found to be defective during the warranty period at no cost to the County within 10 calendar days of notification by the County.

## **2. Conduit System Overview**

The County is requesting bids for tie in connections to the existing telecommunications conduit infrastructure. Once complete the conduit extensions will provide fiber optic cable pathways between County facilities. This 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. The Contractor, with final approval by the County and will be responsible for determining the best and most cost effective conduit installation method for the routes identified in Attachment D. A HDPE conduit inner duct will be installed on all routes. The conduit system must comply with the requirements specified in Section 2.

All underground conduit must also include a locate system. The locate system must include aboveground route markers, warning tape, tone wire, and electronics that allow detection of buried conduit and other related underground facilities as specified in Section 2.

### **2.1.1. Conduit**

The County requires the Contractor install a high density polyethylene (HDPE) outer conduit that is suitable for underground use in an ambient temperature range of -30 to 130 degree F without degradation of material properties along most routes. Installation should be done using trenching and/or directional boring processes at a minimum depth of 36 inches below grade or greater. The size of the conduit will be determined on a per project basis.

All conduits must conform to the requirements specified in Section 2, and shall be installed so as not to violate minimum bend radius requirements associated with the future fiber optic cable installation.

### **2.2 Pull Boxes and Splice Boxes**

The Contractor is required to furnish and install pull boxes and splice boxes of the type, size, and quantity as specified in Section 3.

### **2.3 Locate System**

The Contractor is required to furnish and install a locate system as directed by the County and ensure that the locate system conforms to the requirements specified in Section 4.

## **2.4 Conduit System**

### **2.4.1 General**

All conduits, orange inner ducts, splice boxes and pull boxes shall be installed underground and may fall outside or within existing right-of-way. All inner ducts shall be 1 ¼" High-Density Polyethylene (HDPE). All Dura-line Future Path installations will consist of 7-way microduct product. All conduits shall be installed a minimum of 36" below finished grade.

### **2.2.2 Junction Box Interface**

Conduit shall enter the communications fiber optic pull boxes at a 45-degree angle relative to the vertical wall of the pull box. The conduit shall terminate 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. Any modifications to typical conduit and fiber optic boxes shall be submitted to the County and approved prior to installation.

### **2.2.3 Conduit Configuration**

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

### **2.4.4 Tracer Wire**

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. The locate wire shall be installed at the same time the conduit system is installed.

### **2.2.5 Conduit End Preparations**

All conduit ends shall be properly capped. Duct seal shall be used on all conduit openings.

### **2.2.6 Identification Tape**

All underground conduit installed by open trenching methods shall be identified by conduit identification tape. Identification tape shall be a minimum of 2 ½ inches wide and be of a plastic-based non-deteriorating non-color-fading material capable of stretching at least 600 percent in length before breaking. Identification tape shall be 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 approved equal by the County. Identification tape shall be installed for the entire length of the trench and shall be 12 inches directly above the conduit(s).

### **2.2.7 Conduit Protection**

The Contractor must prevent the ingress of water, dirt, sand, and other foreign materials into the conduit prior to, during, and after construction. Water and debris from buried conduit shall be excluded using a foam-sealing material, rubber plug, or other device designed for this application and approved by the County.

### **2.2.8 Conduit Fittings**

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 shall be provided by the Contractor. Approved methods for connecting inner duct or conduit within or between plowed portions, trenched portions, and bored portions shall be used.

## 2.2.9 Locate Wire

Continuity tests and insulation resistance tests shall be performed on all locate wires. The Contractor shall provide the County with all test results and replace or repair defective locator wire at no additional cost. The Contractor shall ensure that locate wire splices are waterproof and suitable for direct burial. Locate wire splices at the pull box must meet National Electric Code (NEC) requirements. The Contractor shall ensure that locate wire splices include a mechanical crimp connection with a butt sleeve, an oxide-preventing aerosol lacquer, mastic electrical splicing tape, and standard electrical tape using methods and materials approved by the County. At the completion of the installation, the Contractor shall provide the County with as-built drawings that document all splice locations.

## 3 Fiber Optic Pull Boxes and Splice Boxes

### 3.1.1 Materials

The Contractor must ensure that all pull boxes and splice boxes are compatible with fiber optic cable and are approved by the County. Pull boxes and splice boxes that are stackable and are structurally designed to meet or exceed ANSI Tier 15 loading requirements shall be used.

The Contractor shall ensure that 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. 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. The Contractor shall ensure that 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.

The Contractor shall ensure that all pull box and splice box covers include the words "**MANATEE COUNTY FIBER OPTIC SYSTEM**" permanently cast into their top surface. The manufacturer's logo shall be stamped on each pull box cover. Markings shall be permanently affixed and clearly visible after installation.

### 3.1.2 Pull Box

The Contractor shall ensure that all pull boxes have an open bottom and are constructed of polymer concrete consisting of an aggregate matrix bound together with a polymer resin. Box construction shall include internal reinforcement by means of steel, fiberglass, or a combination of the two. The pull box shall be equipped with a nonskid cover secured by hex head bolts and any other miscellaneous hardware required for installation or as shown in the plans. The Contractor shall ensure that the minimum pull box size is approximately 2 feet wide by 3 feet long by 3 feet deep, or as required in the plans.

### **3.1.3 Splice Box**

The Contractor shall 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. All splice boxes shall have an open bottom and be constructed of polymer concrete consisting of an aggregate matrix bound together with a polymer resin. Box construction shall include internal reinforcement by means of steel, fiberglass, or a combination of the two. 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 plans.

All splice boxes shall be 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.

### **3.1.4 Installation Requirements**

The Contractor shall install all pull boxes and splice boxes according to the manufacturer's recommendations and shall provide all pull boxes and splice boxes at final finish grade elevation. Pull box and splice box installation sites shall be excavated to a depth of 1 foot below the bottom of the box and replaced with a 1 foot bed of pea rock or crushed stone at the excavation base prior to installing the box.

The box cover shall be flush with the existing finish grade after installation. Finish grade contour shall be tapered to provide drainage from the splice or pull box.

### **3.1.5 General Placement and Spacing**

The Contractor shall place pull boxes and splice boxes as detailed in plans and at the following locations unless directed otherwise by the County.

1. At all major fiber optic cable and conduit junctions.
2. Approximately every 2,500 feet in rural areas with any continuous section of straight conduit if no fiber optic cable splice is required.
3. At a maximum of 1,760 feet in metropolitan areas.
4. At each end of a tunnel and on each side of a river or lake crossing.
5. On each side of an aboveground conduit installation, such as an attachment to a bridge or wall.
6. At all 90-degree turns in the conduit system.

Pull boxes shall not be placed in roadways, driveways, parking areas, ditches, or public sidewalk curb ramps. Placing pull boxes and splice boxes on steep slopes where the cover cannot be leveled within a tolerance of 1 inch of drop to 1 foot of grade or in low-lying locations with poor drainage should be avoided.

### **3.1.6 Bonding and Grounding**

The Contractor shall ensure that 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. Grounding rod shall be constructed of copper clad steel and comply with the UL 467 standard. Bonding conductors shall be bare solid AWG #6 copper wire. Splice and termination components shall 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.

### **3.1.7 Material Removal and Restoration Specifications**

The Contractor shall 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. Original turf, earth, concrete/asphalt pavement, or other site specific material shall be restored to its original condition once box installation is complete.

The Contractor must perform compaction tests for each soil type encountered. Sufficient in-place density tests shall be provided 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 plans. Compaction testing shall be performed by an independent agency at the Contractor's expense.

## **4 Locate System**

### **4.1.1 Standard Route Marker**

The County will provide standard route markers (SRM) as needed from inventory.

The Contractor shall ensure that route marker signs are labeled with a unique identification number, as detailed in the plans or as approved by the County. As-built documentation shall be 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.

### **4.1.2 Locate Wire Surge Protection**

The Contractor shall furnish and install a locate wire surge protection system as directed by the County. Locate wires shall be attached to a surge protection system dedicated to safely dissipating high transient voltages or other foreign electrical surges induced into the designating system. Grounding shall be provided through a stand-alone system that does not include electric power device grounding. The Contractor shall ensure that the surge protection system normally allows signals generated by locate system transmitters to pass through the protection system without going to ground. The protection system shall automatically reset and pass locate system transmitter signals after the unit has grounded to dissipate over-voltages. The locate wire surge protection is intended for below- or above-grade applications. The locate wire surge protection system shall be grounded to a driven rod within 10 feet of the system using a AWG #6 single conductor wire with green insulation. The locate wire surge protection shall be enclosed for protection from

#### 4.1.2 Locate Wire Surge Protection (Continued)

environmental hazards and accessible for connection of portable locate system transmitters. (See Locate Detail)

The Contractor shall ensure that the locate wire surge protection system meets the following minimum standards for surge protection:

The Contractor shall ensure that the locate wire surge protection system meets the following minimum standards for surge protection:

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.

## 5 Design Requirements

The Contractor shall be responsible for providing all design for the installation of a complete, functional system. This shall include all necessary supporting components to produce the functional system, whether included in this specification or not. Detailed descriptions of all components/products shall be included as part of the system design/submittal documents and shall be subject to approval or request for modification by the County.

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 contract installation. No device shall be procured or installed prior to this approval. The system components shall be new production products. Untried or prototype units shall not be acceptable.

## **5.1 Design and Construction Plan**

The plan will develop design and construction stages for the 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. No formal design may commence without formal written approval of the Design and Construction Plan by the County.

### **5.1.1 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 commencing with formal design activities.

### **5.1.2 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.

### **5.1.3 Permits**

The Design and Construction Plan will also identify all permits that will be required for the project. The Contractor will be responsible for obtaining all permits for the successful design and construction of the project.

### **5.1.4 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.\

### **5.1.5 Project Management**

The Design and Construction Plan shall include a detailed project management plan. The project management plan shall identify all meetings and other management tasking to be included in the project. The project management plan shall define a communications plan and establish points of contact, including all contact information for each person included in the plan. Emergency contact information shall be included. The project management plan shall include a cost estimate template that is to be used for the construction cost estimates for each stage.



### **5.1.5 Project Management (Continued)**

#### **Survey**

The Contractor will 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.

#### **5.1.6 Maintenance of Traffic Plan**

The Contractor will be required to develop a comprehensive Maintenance of Traffic Plan that defines all operational maintenance and traffic maintenance required during the entire length of each project. The Contractor shall submit for review and formal approval to the County two (2) copies of the Contractor's proposed overall plan and methods for performing the work including a listing of equipment and personnel anticipated for use. The Contractor's safety and 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 traffic plan by the County 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. The design shall include the preparation of all maintenance of traffic plans 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 Scope of Services.

#### **5.1.7 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 project.

#### **5.1.8 Lane Closures**

As a general rule, lane closures will not be permitted between 6:00 am and 10:00 am and 3:00 pm and 7 pm., on any roadway on any day of the week unless approved by the County. 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. Lane closures at times other than those permitted above will not be allowed without the written approval of the County. 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.

#### **5.1.9 Maintenance of Traffic Staffing**

The Contractor shall provide capable, experienced personnel with the ability to interpret traffic County representative standards and applications, and to make judgments in the field as situations warrant. Personnel 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 by reference and made a part of the Contract as if fully set forth herein. The contractor shall ensure that its workers and 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.

### **5.1.9 Maintenance of Traffic Staffing (Continued)**

An off-duty law enforcement officer with a marked law enforcement vehicle shall be provided by the Contractor at each location where lane closures are in effect unless otherwise approved by the County.

### **5.1.10 Traffic Control Devices**

Traffic control devices, warning devices and barriers shall be kept in the correct position and clearly visible and clean at all times. Batteries in barricades equipped with flashers shall be checked and replaced if necessary to ensure proper operation. Damaged, defaced, or dirty devices or barriers shall immediately be repaired, replaced or cleaned as directed by the County.

The Contractor shall be responsible for performing regular inspection (not less than every other day including weekends and holidays) of all traffic control devices installed and replacing all equipment and devices not conforming with the specified standards during that inspection.

## **6 Material Staging**

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

## **7 DOCUMENTATION**

The Contractor shall be responsible for all project documentation necessary to fully document the project, including 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:

- basemapping
- design plans,
- product information and specifications,
- maintenance of traffic plans,
- operations and maintenance manuals,
- record drawings (as-builts),
- cable testing results

## **8 FURNISH AND INSTALL**

The fiber optic and conduit system shall be measured for payment per request using the approved pricing matrix and be inclusive of all components necessary to be made fully operational, and tested according to this specification.

The Contract unit price, furnished and installed, will include furnishing, placement, and testing of all materials and equipment, and for all tools, labor, equipment, hardware, operational software package(s) and firmware(s), supplies, support, personnel training, shop drawings, documentation, and incidentals necessary to complete the work.

**8 FURNISH AND INSTALL (Continued)**

The Contract price per site inclusive of conduit, fiber optic cable, terminating components, locate wire, or route markers and each pull box or splice box, furnished, will include all equipment plus all shipping and handling costs involved in delivery.

The Contractor's per site price of conduit, installed, will include all miscellaneous hardware and materials, labor, trenching, backfilling, drilling, boring, testing, and restoration materials necessary for a complete and accepted installation.

**END OF SECTION**

## SECTION 00150

**MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION****E.01 Vendor Registration**

All vendors are encouraged to register with Manatee County using the on-line "Vendor Registration" web page on [www.mymanatee.org](http://www.mymanatee.org).

Enclosed are a copy of the current Manatee County law that details the County's Local Preference and the County's definition of a Local Business.

If you assert that your firm meets the stated definition of a Local Business, we ask that in addition to registering on the County's Web page, you fill out the attached "**Affidavit As To Local Business Form**" that is included in this section, have the completed document notarized, and mail the original to the following address: Manatee County Administration Center, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

Your cooperation in registering your business with Manatee County will enhance our opportunities to identify sources for goods and services, plus identify Local Businesses. This information is used for soliciting quotations up to \$250,000.00 and for competitive solicitations of larger purchases.

You will note that Manatee County collaborates with the Manatee Chamber of Commerce, posting bids on [www.manatee-chamber.com](http://www.manatee-chamber.com) as well as using the same vendor categories for registration.

Our staff can assist you with your registration as needed. Our office hours are 8:00 A.M. to 5:00 P.M., Monday through Friday on regular business days. Please call (941) 749-3014 if you wish to have a purchasing staff member assist you.

**Quick steps to registration:**                      **[www.mymanatee.org](http://www.mymanatee.org)**

A link to "Purchasing" is listed under "Quick Links" on page one of the County Web Site.

On the left hand side of the Purchasing Web page, click on "Vendor Registration".

This will bring up the Vendor Registration form for on-line input. Please note that the definition of a "Local Business" changed on March 17, 2009. The Web page will be updated to include the current Law which has been provided in this section of the bid.

Thank you for reviewing this information and considering registering your business with Manatee County. Registration is not mandatory; however, by taking the time to register, you are helping the County to provide timely notifications of quotation, bid and proposal opportunities to your business.

**E.02 Section 2-26-6. Local preference, tie bids, local business defined.**

(a) Whenever a responsible local business bidder and a responsible non-local business bidder are found, upon the opening of bids, to have both submitted the lowest responsive bid, the bid of the local bidder shall be awarded the contract. Should more than one responsible local business bidder match the responsible non-local business bidder's lowest responsive bid, or should no responsible local business bidder match the lowest responsive bid but two or more responsible non-local business bidders submit lowest responsive bids for equal amounts, then the award of the contract shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the purchasing office and open to the public. Any bidders seeking to be recognized as local businesses for purposes of this local business preference provision may be required by the terms of the bid announcement to certify they meet the definition of local business set forth in this section, and to register as a local business with the county in the manner prescribed by the county to facilitate the county's ability to track the award of contracts to local businesses and to allow the county to provide future notifications to its local businesses concerning other bidding opportunities.

(b) Nothing herein shall be deemed to prohibit the inclusion of requirements with respect to operating and maintaining a local place of business in any invitation for bids when the bidder's location materially affects the provisions of the services or supplies that are required by the invitation.

**(c) Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its bid that for at least six (6) months prior to the announcement of the solicitation of bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employee at that location.**

(d) **Each solicitation for bids made by the county shall contain terms expressly describing the local business preference policies of the county, and shall provide that by electing to submit a bid pursuant to a request for bids, all bidders are deemed to understand and agree to those policies.**

(e) For all contracts for architecture, professional engineering, or other professional services governed by Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, the county shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

(f) Local preference shall not apply to the following categories of contracts:

1. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
2. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;

E.02 Section 2-26-6. Local preference, tie bids, local business defined. (Continued)

3. Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
  4. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;
  5. Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county commission or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.
- (g) To qualify for local preference under this section, **a local business must certify to the County that it:**
1. Has not within the five years prior to the bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;
  2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the bid announcement;
  3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

Ref: Ordinance 09-21 and 09-23 **PASSED AND DULY ADOPTED** in open session, with a quorum present and voting, on the 17<sup>th</sup> day of March, 2009.

**MANATEE COUNTY GOVERNMENT  
AFFIDAVIT AS TO LOCAL BUSINESS  
(Complete and Initial Items B-F)**

**A. Authorized Representative**

I, [name] \_\_\_\_\_, am the [title] \_\_\_\_\_ and the duly authorized representative of: [name of business] \_\_\_\_\_, and that I possess direct personal knowledge to make informed responses to these certifications and the legal authority to make this Affidavit on behalf of myself and the business for which I am acting; and by electing to submit a bid pursuant to this Invitation for Bids, shall be deemed to understand and agree to the local business preference policies of Manatee County; and that I have the direct knowledge to state that this firm complies with all of the following conditions to be considered to be a Local Business as required by the Manatee County Code of Law, Section 2-26-6.

**B. Place of Business:** I certify that the above business is legally authorized to engage in the sale of goods and/or services and has a physical place of business in Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one (1) fulltime employee at that location. The physical address of the location which meets the above criteria is: \_\_\_\_\_ [Initial] \_\_\_\_\_

**Business Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**C. Business History:** I certify that business operations began at the above physical address with at least one fulltime employee on [date] \_\_\_\_\_ [Initial] \_\_\_\_\_

**D. Criminal Violations:** I certify that within the past five years of the date of this Bid announcement, this business has not admitted guilt nor been found guilty by any court or local, state or federal regulatory enforcement agency of violation of any criminal law or administrative regulation regarding fraud. [Initial] \_\_\_\_\_

**E. Citations or Code Violations:** I certify that this business is not currently subject to any unresolved citation or notice of violation of any Manatee County Code provision, with the exception of citations or notices which are the subject of a legal current appeal within the date of this bid announcement. [Initial] \_\_\_\_\_

**F. Fees and Taxes:** I certify that this business is not delinquent in the payment of fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, with the exception of those which are the subject of a current legal appeal. [Initial] \_\_\_\_\_

*Each of the above certifications is required to meet the qualification of "Local Business" under Manatee County Code of Law, 2-26-6.*

Signature of Affiant \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by (name of person making statement).

(Notary Seal) Signature of Notary: \_\_\_\_\_

Name of Notary: (Typed or Printed) \_\_\_\_\_

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_ Type of Identification Produced \_\_\_\_\_

**Submit executed copy to Manatee County Purchasing - Suite 803 - 1112 Manatee Avenue West - Bradenton, FL 34205**

**SECTION 00300 / IFB #12-2050-OV**  
**SUBMIT IN TRIPLICATE**

**For: Outside Plant Installation of Fiber Optic Cable, Conduit System, Pull Boxes,**

**TOTAL BID PRICE FOR ITEMS 1 THROUGH 56**  
**(For Bid Award Purposes :)** \$ \_\_\_\_\_

**Additional Labor:**

- Laborer / Overtime Hours / Hour** \$ \_\_\_\_\_/Hr
- Supervisor / Overtime Hours / Hour** \$ \_\_\_\_\_/Hr
- Laborer / Weekend Hours / Hour** \$ \_\_\_\_\_/Hr
- Supervisor / Weekend Hours / Hour** \$ \_\_\_\_\_/Hr
- Laborer Holiday Hours / Hour** \$ \_\_\_\_\_/Hr
- Supervisor Holiday Hours / Hour** \$ \_\_\_\_\_/Hr

**Undefined Material Markup on Vendor Cost**  
**(Percentage of Markup applied to Vendor Cost**  
**Of Goods not defined in Contract – Inclusive of**  
**Shipping and Delivery – Does NOT include installation %** \_\_\_\_\_

We, the undersigned, hereby declare that we have carefully reviewed the bid documents and propose to furnish **Infrastructure Services** on an **“as required basis”** to include material, installation, labor, and freight, F.O.B. Destination, as specified herein and with full knowledge and understanding of the aforementioned herewith submit this bid, meeting each and every specification, term, and condition contained in the Invitation for Bids.

We understand that the bid documents in their entirety shall be made a part of any agreement or contract between Manatee County and the successful bidder. Failure to comply shall result in contract default, whereupon, the defaulting contractor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

Communications concerning this Bid shall be addressed as follows:

Person's Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Date: \_\_\_\_\_ FLContractorLicense# \_\_\_\_\_



**BID FORM**  
**SECTION 00300 / IFB #12-2050-OV**  
**SUBMIT IN TRIPLICATE**

**For: Outside Plant Installation of Fiber Optic Cable, Conduit System, Pull Boxes,**

Bidder is a WBE/MBE Vendor? \_\_\_\_\_

Certification: \_\_\_\_\_

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name and Title of Above Signer(s): \_\_\_\_\_

Company Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF INCORPORATION \_\_\_\_\_

TELEPHONE: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

Acknowledge Addendum No. \_\_\_ Dated: \_\_\_\_\_ Acknowledge Addendum No. \_\_\_ Dated: \_\_\_\_\_

**BID FORM**

(Submit in Triplicate)

Section 00300 / IFB #12-2050-OV

**OUTSIDE PLANT INSTALLATION OF FIBER OPTIC, CABLE, CONDUIT SYSTEM, PULL BOXES,**

ITEM NO.	DESCRIPTION	DETAIL	U/M	QTY	UNIT PRICE	EXTENDED PRICE
1	Draka Part #(F-MDS1JKT-12-ES-012-E3) 12-Count Cable	Material Only	FT	5000	\$	\$
2	Draka Part #(F-MDS1JKT-12-ES-024-E3) 24-Count Cable	Material Only	FT	5000	\$	\$
3	Draka Part # (F-MDS1JKT-12-ES-048-E3) 48-Count Cable	Material Only	FT	5000	\$	\$
4	Draka Part # (F-MDS1JKT-12-ES-072-E3) 72-Count Cable	Material Only	FT	5000	\$	\$
5	Place Fiber Optic Cable in Existing Duct (Airblown)	Labor Only, Include All Equipment, Labor and Setup For Installation	FT	5000	\$	\$
6	Place Fiber Optic Cable in Existing Duct (Handpull)	Labor Only, Include All Equipment, Labor and Setup For Installation	FT	5000	\$	\$
7	Terminate F.O.C. Fibers 1 - 24	Include Connectors, Labor, Set-Up	EA	10	\$	\$
8	Terminate F.O.C. Fibers 25 - 72	Include Connectors, Labor, SetUp	EA	10	\$	\$
9	Terminate F.O.C. Fibers 73 - 144	Include Connectors, Labor, SetUp	EA	10	\$	\$
10	Terminate F.O.C. Fibers 145 - 288	Include Connectors, Labor, SetUp	EA	10	\$	\$
11	Splice F.O.C. Fibers 1 - 24	Include Material, Labor, Setup	EA	10	\$	\$

Bidder: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**BID FORM**  
(Submit in Triplicate)

Section 00300 / IFB #12-2050-OV

**OUTSIDE PLANT INSTALLATION OF FIBER OPTIC, CABLE, CONDUIT SYSTEM, PULL BOXES,**

ITEM NO.	DESCRIPTION	DETAIL	U/M	QTY	UNIT PRICE	EXTENDED PRICE
12	Splice F.O.C. Fibers 25 -72	Include Material, Labor, Setup	EA	10	\$	\$
13	Splice F.O.C. Fibers 74-144	Include Material, Labor, Setup	EA	10	\$	\$
14	Splice F.O.C. Fibers 145 - 288	Include Material, Labor, Setup	EA	10	\$	\$
15	Test F.O.C. Fibers (OTDR)	Equipment, Labor and Setup For Testing	EA	24	\$	\$
16	Test F.O.C. Fibers (Light Meter)	Labor Only, Include All Equipment, Labor and Setup For Testing	EA	24	\$	\$
17	CommScope 1000G2-4U-IP-SD G2 4U Sliding Shelf	Material Only	EA	10	\$	\$
18	CommScope 600G2-1U-IP-FX G2 1U Fixed Shelf	Material Only	EA	10	\$	\$
19	CommScope SW-6AM-12SF Mechanical Splice Wallet 6-Tray	Material Only	EA	10	\$	\$
20	CommScope RS-2AM-12SF Mechanical Splice Kit 2-Tray	Material Only	EA	10	\$	\$
21	CommScope 360G2 Cartridge 12-LC-SM-BL-Pigtails	Material Only	EA	10	\$	\$
22	F.O.C. Splice Enclosure Tyco "D"	Material Only	EA	10	\$	\$

Bidder: \_\_\_\_\_  
 Authorized Signature: \_\_\_\_\_

**BID FORM**

(Submit in Triplicate)

Section 00300 / IFB #12-2050-OV

**OUTSIDE PLANT INSTALLATION OF FIBER OPTIC, CABLE, CONDUIT SYSTEM, PULL BOXES,**

ITEM NO.	DESCRIPTION	DETAIL	U/M	QTY	UNIT PRICE	EXTENDED PRICE
23	1 1/4" HDPE Innerduct (ORANGE)	Material Only	FT	5000	\$	\$
24	2" Dura-line FuturePath HDPE Innerduct W/7 Microducts	Material Only	FT	5000	\$	\$
25	Direct Bury Placement 1 - 250 FT	Labor Only, Include All Equipment, Labor and Setup For Installation	FT	5000	\$	\$
26	Direct Bury Placement 251 - 500 FT	Labor Only, Include All Equipment, Labor and Setup For Installation	FT	5000	\$	\$
27	Direct Bury Placement 501 - 1000 FT	Labor Only, Include All Equipment, Labor and Setup For Installation	FT	5000	\$	\$
28	Direct Bury Placement 1001 - 5000 FT	Labor Only, Include All Equipment, Labor and Setup For Installation	FT	5000	\$	\$
29	Directional Bore 2" 1 - 250 FT With Pullback	Include Setup, Machine, Operators and Expendable Material	FT	5000	\$	\$
30	Directional Bore 2" 251 - 500 FT With Pullback	Include Setup, Machine, Operators and Expendable Material	FT	5000	\$	\$
31	Directional Bore 2" 501 - 1000 FT With Pullback	Include Setup, Machine, Operators and Expendable Material	FT	5000	\$	\$

Bidder: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**BID FORM**  
(Submit in Triplicate)

Section 00300 / IFB #12-2050-OV

**OUTSIDE PLANT INSTALLATION OF FIBER OPTIC, CABLE, CONDUIT SYSTEM, PULL BOXES,**

ITEM NO.	DESCRIPTION	DETAIL	U/M	QTY	UNIT PRICE	EXTENDED PRICE
32	Directional Bore 2" 1001 - 5000 FT With Pullback	Include Setup, Machine, Operators and Expendable Material	FT	5000	\$	\$
33	Directional Bore 4" 1 - 250 FT With Pullback	Include Setup, Machine, Operators and Expendable Material	FT	5000	\$	\$
34	Directional Bore 4" 251 - 500 FT With Pullback	Include Setup, Machine, Operators and Expendable Material	FT	5000	\$	\$
35	Directional Bore 4" 501 - 1000 FT With Pullback	Include Setup, Machine, Operators and Expendable Material	FT	5000	\$	\$
36	Directional Bore 4" 1001 - 5000 FT With Pullback	Include Setup, Machine, Operators and Expendable Material	FT	5000	\$	\$
37	Pullbox (2 Ft X 3 Ft X 2 Ft) (Per Specifications in Section 3.1	Include Installation, Shipping and Delivery	EA	10	\$	\$
38	Splicebox (3 Ft X 5 Ft X 3 Ft) Per Specifications in Section 3.1	Include Installation, Shipping and Delivery	EA	10	\$	\$
39	Wallbox Stainless Steel (18" X 18" X 12") No Locking	Include Installation, Shipping and Delivery	EA	10	\$	\$
40	Building Entrance 4" PVC	Include Material and Labor	EA	10	\$	\$

Bidder: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**BID FORM**  
(Submit in Triplicate)

**Section 00300 / IFB #12-2050-OV**

**OUTSIDE PLANT INSTALLATION OF FIBER OPTIC, CABLE, CONDUIT SYSTEM, PULL BOXES,**

ITEM NO.	DESCRIPTION	DETAIL	U/M	QTY	UNIT PRICE	EXTENDED PRICE
41	Place Detectable Mule Tape	Include Material and Labor	FT	5000	\$	\$
42	Proof / Rod Conduit up to 2" With Pull Line Left in Place	Include Material and Labor	FT	5000	\$	\$
43	Proof / Rod Conduit up to 4" With Pull Line Left in Place	Include Material and Labor	FT	5000	\$	\$
44	Place Warning Tape	Include Material and Labor	FT	5000	\$	\$
45	Asphalt Cut and Patch (Square Foot)	Include Material and Labor	SQ FT	100	\$	\$
46	Remove Concrete up to 4" Thickness (Per Square Foot)	Include Material and Labor	SQ FT	100	\$	\$
47	Place Concrete up to 4" Thickness (Per Square Foot)	Include Material and Labor	SQ FT	100	\$	\$
48	Route Engineering and Permitting for Placement of 1 - 250 FT.	Include All Costs for Route Engineering and Permitting	FT	5000	\$	\$
49	Route Engineering and Permitting for Placement of 251 - 500 FT.	Include All Costs for Route Engineering and Permitting	FT	5000	\$	\$
50	Route Engineering and Permitting for Placement of 501 - 1000 FT.	Include All Costs for Route Engineering and Permitting	FT	5000	\$	\$
51	Route Engineering and Permitting for Placement of 1001 - 5000 FT.	Include All Costs for Route Engineering and Permitting	FT	5000	\$	\$

Bidder: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**BID FORM**

(Submit in Triplicate)

**Section 00300 / IFB #12-2050-OV**

**OUTSIDE PLANT INSTALLATION OF FIBER OPTIC, CABLE, CONDUIT SYSTEM, PULL BOXES,**

ITEM NO.	DESCRIPTION	DETAIL	U/M	QTY	UNIT PRICE	EXTENDED PRICE
52	Engineering and As-Builts for Placement of 1 - 250 FT.	Including All Costs for Engineering and As BUILTS	FT	5000	\$	\$
53	Engineering and As-Builts for Placement of 251 - 500 FT.	Include All Costs for Engineering and As BUILTS	FT	5000	\$	\$
54	Engineering and As-Builts for Placement of 501 - 1000 FT.	Include All Costs for Engineering and As BUILTS	FT	5000	\$	\$
55	Engineering and As-Builts for Placement of 1001 - 5000 FT.	Include All Costs for Engineering and As BUILTS	FT	5000	\$	\$
56	M.O.T. Cost	Include Necessary Barricade, Flagger (Per Manhour)	HR			\$
<b>TOTAL FOR BID AWARD PURPOSES: (SUM OF ITEMS 1 THROUGH 56)</b>					<b>\$</b>	<b>\$</b>

Bidder: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**BID FORM**

(Submit in Triplicate)

**Section 00300 / IFB #12-2050-OV**

**OUTSIDE PLANT INSTALLATION OF FIBER OPTIC, CABLE, CONDUIT SYSTEM, PULL BOXES,**

ITEM NO.	DESCRIPTION	DETAIL	U/M	QTY	UNIT PRICE	EXTENDED PRICE
57	Additional Labor - Laborer	Overtime Hours	HR	40	\$	\$
58	Additional Labor - Supervisor	Overtime Hours	HR	40	\$	\$
59	Additional Labor - Laborer	Weekend Hours	HR	40	\$	\$
60	Additional Labor - Supervisor	Weekend Hours	HR	40	\$	\$
61	Additional Labor - Laborer	Holiday Hours	HR	40	\$	\$
62	Additional Labor - Supervisor	Holiday Hours	HR	40	\$	\$
63	Undefined Material Markup on Vendor Cost	Percentage of Markup Applied to Vendor Cost of Goods Not Defined in Contract Inclusive of Shipping and Delivery - <b>Does NOT Include Installation</b>	%			%

Bidder: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_



**SWORN STATEMENT  
THE FLORIDA TRENCH SAFETY ACT**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR BY AN OFFICER AUTHORIZED TO ADMINISTER OATHS.

- 1. This Sworn Statement is submitted with IFB No. #12-2050-OV
- 2. This Sworn Statement is submitted by \_\_\_\_\_ 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 \_\_\_\_\_.
- 3. Name of individual signing this Sworn Statement is: \_\_\_\_\_, Whose relationship to the above entity is: \_\_\_\_\_.
- 4. The Trench Safety Standards that will be in effect during the construction of this project shall include, but are not limited to: Laws of Florida, Chapters 90-96, TRENCH SAFETY ACT, and OSHA RULES AND REGULATIONS 29 CFR 1926.650 Subpart P, effective October 1, 1990.
- 5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless the Owner and Engineer, and any of their agents or employees from any claims arising from the failure to comply with said standard.
- 6. The undersigned has appropriated the following costs for compliance with the applicable standards:

<u>Trench Safety Measure (Description)</u>	<u>Units of Measure (LF, SY)</u>	<u>Unit Quantity</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
a. _____	_____	_____	\$ _____	_____
b. _____	_____	_____	\$ _____	_____
c. _____	_____	_____	\$ _____	_____
d. _____	_____	_____	\$ _____	_____

- 7. The undersigned intends to comply with these standards by instituting the following procedures:  
\_\_\_\_\_  
\_\_\_\_\_.

THE UNDERSIGNED, in submitting this Bid, represents that they have reviewed and considered all available geotechnical information and made such other investigations and tests as they may deem necessary to adequately design the trench safety system(s) to be utilized on this project.

\_\_\_\_\_  
(AUTHORIZED SIGNATURE / TITLE)

SWORN to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 2013  
(impress official seal)

\_\_\_\_\_  
Notary Public, State of Florida  
My commission expires: \_\_\_\_\_

SECTION 00430  
**CONTRACTOR'S QUESTIONNAIRE**  
(Submit in Triplicate)

The Bidder warrants the truth and accuracy of all statements and answers herein contained. (Include additional sheets if necessary.) For this project:

**Bidder shall have an active valid Florida License for a minimum of five (5) years and having a minimum of five (5) years experience in this type of business, installing and maintaining fiber optics.**

Bidder shall submit proof of license (s) upon submission of the bid form. **The license (s) required to perform the services for this project is: Certified Alarm I; Certified Alarm II; Certified Low Voltage System Specialty; Certified Master Electrician; OR Registered Master Electrician.**

As evidenced by the Telecommunications Industry Association, Bidder shall understand and practice all aspects of the Building Telecommunications Wiring Standards ANSI/TIA/EIA 568a/568b/568c.

Bidder shall understand and practice the ANSI/TIA/EIA 568a/568b, 568c of the

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.

1. LICENSE # and COMPANY'S NAME: \_\_\_\_\_

CO. PHYSICAL ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: (\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_) \_\_\_\_\_

2. Bidding as an; individual; a partnership; a corporation; a joint venture; \_\_\_\_

3. If a partnership: list names and addresses of partners; if a corporation: list names of officers, directors, shareholders, and state of incorporation; if joint venture: list names and address of ventures' and the same if any venture are a corporation for each such corporation, partnership, or joint venture:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Your organization has been in business (under this firm's name) as a \_\_\_\_\_  
For how many years? \_\_\_\_\_

5. Describe and give the date and owner of the last three government projects you've completed which are similar in cost, type, size, and nature as the one proposed (for a public entity). Include contact name and phone number:

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6. Have you ever been assessed liquidated damages under a contract during the past five (5) years? If so, state when, where (contact name, address, and phone number) and why.

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7. Have you ever failed to complete work awarded to you? If so, state when, where (Contact name, address, phone number) and why?

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8. Have you ever been debarred or prohibited from bidding on a governmental entity's construction project? If yes, name the entity and describe the circumstances:

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4. Your organization has been in business (under this firm's name) as a \_\_\_\_\_  
For how many years? \_\_\_\_\_

5. Describe and give the date and owner of the last three government projects you've completed which are similar in cost, type, size, and nature as the one proposed (for a public entity). Include contact name and phone number:

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6. Have you ever been assessed liquidated damages under a contract during the past five (5) years? If so, state when, where (contact name, address, and phone number) and why.

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7. Have you ever failed to complete work awarded to you? If so, state when, where (Contact name, address, phone number) and why?

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8. Have you ever been debarred or prohibited from bidding on a governmental entity's construction project? If yes, name the entity and describe the circumstances:

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14. Provide detail of your organization's initiative to meet the goal of encouraging and promoting environmentally preferable "green" products. **Reference Article A20, "Be Green", Section 00010 "Information to Bidders."**

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**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**

**SWORN STATEMENT PURSUANT TO ARTICLE 5,  
MANATEE COUNTY PURCHASING CODE**

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

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

\_\_\_\_\_ for \_\_\_\_\_  
[print name of entity submitting sworn statement]

Whose business is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it has not:

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Official, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the

business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity, who claims that this Article is inapplicable to him/her's/it because a conviction or judgement has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the County's Purchasing Director. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the County.

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

\_\_\_\_\_  
[Signature]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by  
\_\_\_\_\_.

Personally known \_\_\_\_\_ OR produced \_\_\_\_\_  
[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 "A"**

**STATEMENT OF NO BID**

If you do not intend to bid please return this form immediately to:

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

We, the undersigned, have declined to bid on Bid No.: #12-2050-OV, Outside Plant Installation of Fiber Optic Cable, Conduit System, Pull Boxes, Bradenton, FL, for the following reason(s):

- Specifications too restrictive, i.e., geared toward one brand or manufacturer.
- Insufficient time to respond
- We do not offer this product or service
- Our schedule would not permit us to perform
- Unable to meet specifications
- Unable to meet Bond requirement
- Specifications unclear (explain below)
- Unable to meet insurance requirements
- Remove us from your "Bidders List"
- Other (specify below)

**REMARKS:**

We understand that if we do not submit a Bid and this Statement of No Bid is not executed and returned, our name may be deleted from your Bidders List for this commodity or service.

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
(Print or type name and title of above signer)