ITQ No. 18-R068742CB

VOICE AND DATA INFRASTRUCTURE SERVICES (915-97) April 12, 2018

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

purchasing@mymanatee.org



NOTICE TO BIDDERS

NO. 18-R068742CB

VOICE AND DATA

INFRASTRUCTURE SERVICES

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County) will receive offers from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Bidders), to provide Voice and Data Infrastructure Services, as specified in this Invitation to Quote.

DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Bids in response to this ITQ is May 10, 2018 at 3:00 P.M. ET. Bids must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 prior to the Due Date and Time.

SOLICITATION INFORMATION CONFERENCE:

A non-mandatory Information Conference will be held at 3:00pm on April 19, 2018 at the Manatee County Administration Center, Purchasing Conference Room, Suite 803. Attendance for non-manadatory Information Conferences is not required, but is strongly encouraged.

QUESTIONS AND CLARIFICATION REQUESTS:

Submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Invitation to Quote to the Manatee County Procurement Division is April 26, 2018. Questions and inquiries should be submitted via email to purchasing@mymanatee.org or to the Designated Procurement Contact shown below.

Important: A prohibition of lobbying is in place. Review Section 8.12 carefully to avoid violation and possible sanctions.

DESIGNATED PROCUREMENT CONTACT: Charles Bentley, Senior Buyer
(941) 749-3036, Fax (941) 749-3034

Email: charles.bentley@mymanatee.org

Manatee County Financial Management Department

Procurement Division

AUTHORIZED FOR RELEASE: TO CO

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INVITATION TO QUOTE

FOR

VOICE AND DATA INFRASTRUCTURE SERVICES QUOTE NUMBER: 18-R068742CB ISSUE DATE: April 12, 2018

1.0 Background and Contact Information

The Manatee County Government (County) issues this Invitation to Quote (ITQ) for Voice and Data Infrastructure Services. Companies and/or individuals that are qualified to provide the required goods/services (Bidders) are invited to submit a response (Quote) to this ITQ.

1.01 Background

Originally, the Distributed Cabling services were provided by the ITS Department's in-house Telecommunications staff. As technology began to evolve with faster speeds and tighter cabling tolerances for systems communications, the requirements for installation became much more stringent and specialized, justifing the need to bring in professional services with the proper certified training and testing equipment. In addition to the growing complexities of the installation processes, our support coverage also extends to not only the BCC's approximate 2600 employees throughout the 16 departments but also the Clerk of Circuit Courts', Property Appraisers', Court Administrators' and Sheriffs' outside agencies. This now equates physically to support of over 190 individual buildings throughout Manatee County.

1.02 Contact Information

The County representative regarding this ITQ is:

- Charles Bentley
- charles.bentley@mymanatee.org
- 941-749-3036

2.0 Due Diligence and Scope of Work

The County will conduct a due diligence review of all quotes received to determine if the Bidder is responsible and responsive. To be responsive a Bidder must submit a Quote that conforms in all material respects to the requirements of this ITQ and contains all the information, fully completed attachments and forms, and other documentation required. Quotes that are deemed non-responsive will not be considered or evaluated.

To be responsible, a Bidder must meet the minimum qualification requirements as stated in Attachment A and have the capability to perform the Scope of Services contained in this ITQ. Quotes submitted by Bidders that are deemed non-responsible will not be considered or evaluated. Bidder must submit the information and documentation requested in Attachment A that confirms it meets the Minimum Qualification Requirements as stated in Attachment A.

3.0 Scope

The successful Bidder shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide Voice and Data Infrastructure Services as specified in Attachment B that meets the requirements of the County.

4.0 ITQ Schedule

Scheduled Item	Scheduled Date
Question deadline	April 26, 2018
Final Addendum issued	May 3, 2018
Quote Deadline	May 10, 2018, by 3:00 p.m., ET
Award recommendation	May 2018

5.0 Quote and Submission Process

5.01 Quote

Complete the Quote form that details all costs associated with providing Voice and Data Infrastructure Services as specified herein.

5.02 Submission Process

Submit the Quote by the Quote Deadline stated above to the Procurement Division representative assigned to this solicitation via email at charles.bentley@mymanatee.org or deliver to 1112 Manatee Ave., West, Bradenton, FL 34205, Suite 803.

6.0 Purchase Order

6.01 Term of Purchase Order Or Required Delivery Date

The term of the Purchase Order will be for one year with the option to renew for two additional one-year periods.

6.02 Terms and Conditions

A Purchase Order will be issued to the Successful Bidder. The Purchase Order will incorporate the Terms and Conditions of this ITQ, Successful Bidder's Quote and any subsequent information requested from the Successful Bidder by the County.

Additionally, the Successful Bidder will be required to be registered with the Florida Department of State, Division of Corporations to do business in the State of Florida (www.sunbiz.org).

6.03 Payment and Invoices

Payment will be made in accordance with Florida State Statutes and with a payment scheduled approved by the County and the Successful Bidder. Invoices required by this ITQ will be to the County in a manner accepted by the County and will include at a minimum the invoice date, invoice amount, date, goods provided/services performed, and purchase order number.

6.04 Taxes

All taxes of any kind and character payable for the work done and materials furnished under the Purchase Order will be paid by the Successful Bidder. The laws of the State of Florida provide that sales tax and use taxes are payable by the Successful Bidder upon the tangible personal property incorporated in the work and such taxes will be paid by the Successful Bidder. County is exempt from all State sales taxes.

7.0 Quote Requirements

7.01 ITQ Process

This ITQ will in no manner be construed as a commitment on the part of the County to award a Purchase Order. The County reserves the right to postpone or cancel this ITQ process; to negotiate, select or procure parts of services; to change or modify the ITQ schedule at any time; to award a Purchase Order to another Bidder if the Successful Bidder does not agree to the terms and conditions of this Purchase Order or if the Successful Bidder's performance does not meet the requirements in this ITQ; and to award a Purchase Order based on the overall best value to the County not necessarily the lowest Quote. The County reserves the right to recover damages from any Successful Bidder that does not perform after the award of such Purchase Order.

7.02 Rejection of Quotes

Quotes containing any omission, alterations of form, additions or conditions not requested, conditional or alternate Quotes, incomplete Quotes, will be considered irregular and may be rejected. The County reserves the right to waive any technicalities and formalities in this ITQ process or in the Quotes thereto and make the award in the best interest of the County. The County may, at its discretion, reject any or all Quotes.

7.03 Cost of Preparation

All costs associated with preparing and delivering the Quote will be borne entirely by the Bidder. The County will not compensate the Bidder for any expenses incurred by the Bidder as a result of this ITQ process.

7.04 Questions and Addenda

All questions concerning this ITQ must be submitted in writing to the Procurement Division prior to the Question Deadline as stated in the ITQ Schedule. It is the responsibility of the Bidder to verify the County received its question or inquiry concerning this ITQ. All questions and answers will be provided to each potential Bidder in the form of an addendum posted on the Procurement webpage of the County website.

7.05 Additional Information and Presentations

The County reserves the right to request additional information, if applicable, from select Bidders based the needs of the County.

7.06 Government Entities

The County reserves the right to utilize applicable State of Florida contracts or other approved cooperative contracts for any items or services covered by this ITQ when it is in the best interest of the County.

Successful Bidder agrees to make available to all governmental agencies, authorities, departments, and municipalities the Quote prices submitted with the successful Quote should any governmental agency, authority, department, and municipality (collectively referred to as Public Entities) desire to buy under the successful Quote.

The County will not be responsible for any transactions between the Awarded Bidder and Public Entities that may elect to utilize the successful Quote. All terms, prices and conditions of the successful Quote will apply between the Successful Bidder and Public Entities utilizing the

successful Quote. As a condition of using the successful Quote, the Public Entity and Successful Bidder shall hold the County harmless from any claims or lawsuits that may arise. NOTE: Any quantities estimated in this ITQ are for the County requirements only.

8.0 ITQ General Terms and Conditions

8.01 Binding Offer

A Bidder's Quote will remain valid for a period of 60 days following the Quote Deadline and will be considered a binding offer to perform the required services and/or provide the required goods. The submission of a Quote will be taken as prima facie evidence that the Bidder has familiarized itself with the contents of this ITQ.

8.02 Insurance Requirements

Successful Bidder must maintain the insurance limits and coverages, as identified in Attachment D, uninterrupted or amended through the term of the Agreement/Purchase Order. In the event the Successful Bidder becomes in default of the insurance requirements the County reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability, will provide that the County, members of the County's governing body, and the County officers, volunteers and employees are included as additional insured.

8.03 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Quote on a contract to provide any goods or services to a public entity; may not submit a Quote on a contract with a public entity for the construction or repair of a public building or public work; may not submit a Quote 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

8.04 Drug-Free Workplace Program Certification

In accordance with Section 287.087, Florida Statutes, whenever two or more Quotes are equal, preference will be given to the Quote received from a business that certifies it has implemented a drug-free workplace program. If none or all of the equal Bidders have a drug-free workplace program, the Bidder where the Quote is received with the earliest date, time stamp will be awarded the Purchase Order. Bidders must complete and return the Drug-Free Workplace form included with the Quote.

8.05 Convicted Vendor List

A Bidder cannot be listed on the Florida Department of Management Services, Convicted Vendor List, as defined in Section 287.133(3) (d), Florida Statutes. (www.dms.myflorida.com)

8.06 Collusion

More than one Quote from the same Bidder under the same or different names will not be considered. Joint Quotes will not be accepted. Reasonable grounds for believing that a Bidder is submitting more than one Quote will cause the rejection of all Quotes in which the Bidder is

involved. Quotes will be rejected if there is reason for believing that collusion exists among Bidders and no participant in such collusion will be considered in any future solicitations for a period of six months following the Quote Deadline for this ITQ.

8.07 Public Disclosure

All documents and other materials or documents submitted by a Bidder in response to this ITQ will become the property of the County. The County is subject to the open records requirements of Florida State Statute Chapter 119, and as such, all materials submitted by the Bidder to the County are subject to public disclosure. The Bidder specifically waives any claims against the County related to the disclosure of any materials if made under a public records request.

8.08 Procurement Protest Policy

Failure to follow the procurement protest policy set out in the County policies constitutes a waiver of the Bidder's protest and resulting claims. A copy of the procurement protest policy may be obtained by contacting the County via mail at purchasing@mymanatee.org.

8.09 Disclosure

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

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

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

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

- a. Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Manatee County public record policies. Bidder agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by County, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies including but not limited to Section 119.0701, Florida Statutes.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Successful Bidder does not transfer the records to the public agency.

d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the Successful Bidder transfers all public records to County upon completion of the contract, the Successful Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Bidder keeps and maintains public records upon completion of the contract, the Successful Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

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

8.10 Trade Secrets

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

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

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

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

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

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

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

8.11 Confidentiality of Security Related Records

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

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

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

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

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

8.12 Lobbying

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

8.13 License and Permits

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

8.14 Health Insurance Portability and Accountability Act (HIPPA)

Any person or entity that performs or assists the County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the County any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder and reasonable assurances that IIHI/PHI will be held confidential;
- e. Making PHI available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;
- g. Making PHI available to the County for an accounting of disclosures; and
- h. Making internal practices, books, and records related to PHI available to the County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The selected Bidder must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

8.15 Minority and/or Disadvantaged Business Enterprise

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

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ATTACHMENTS

ATTACHMENT A

INSURANCE AND BOND

ITQ NO. 18-R068742CB

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

STANDARD INSURANCES	REQUIRED LIMITS
	Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:
1. Automobile Liability	• \$ <u>1,000,000</u> Combined Single Limit; OR
Insurance:	• \$ 500,000 Bodily Injury and \$ 500,000 Property Damage
	• \$10,000 Personal Injury Protection (No Fault)
	• \$ 500,000 Hired, Non-Owned Liability
	• \$ <u>10,000</u> Medical Payments
	This policy shall contain severability of interests' provisions.
2. X Commercial General	Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:
	• \$ 1,000,000 Single Limit Per Occurrence
Liability Insurance:	• \$ 2,000,000 Aggregate
(Par Ossumansa farm anhu	 \$ 1,000,000 Products/Completed Operations Aggregate
(Per Occurrence form only; claims-made form is not	• \$ 1,000,000 Personal and Advertising Injury Liability
acceptable)	\$ 50,000 Fire Damage Liability
	• \$ <u>10,000</u> Medical Expense, and
	• \$ <u>1,000,000</u> , Third Party Property Damage
	\$ Project Specific Aggregate (Required on projects valued at
	over \$ <u>10,000,000</u>)
	This policy shall contain severability of interests' provisions.
	Coverage limits of not less than:
3. Employer's Liability	• \$100,000 Each Accident
	• \$500,000 Disease Each Employee
Insurance	• \$500,000 Disease Policy Limit

		Coverage limits of not less than:
4.		 Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government. If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor
	US Longshoremen & Harbor Workers Act	Workers Act and Jones Act.
	Coverage	Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements.
	Jones Act Coverage	NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.
	OTHER INSURANCES	REQUIRED LIMITS
	5. Aircraft Liability	Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County' a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:
	Insurance	 \$ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a 'smooth' limit. \$ General Aggregate
	6. Unmanned Aircraft	Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County' a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:
	Liability Insurance (Drone)	 \$ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage. \$ General Aggregate
	7. Installation Floater Insurance	When the contract or agreement does not include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than: • 100% of the completed value of such addition(s), building(s), or
		structure(s)

	Coverage shall be afforded under either an occurrence policy form or a claims-		
8. Professional	made policy form. If the coverage form is on a claims-made basis, then		
Liability and/or Errors	coverage must be maintained for a minimum of three years from termination		
•	of date of the contract. Limits must not be less than:		
and Omissions (E&O)	\$ Bodily Injury and Property Damage Each Occurrence		
Liability Insurances	• \$ General Aggregate		
	When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:		
9. Builder's Risk Insurance	 An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed 		
	 The policy shall not carry a self-insured retention/deductible greater than \$10,000 		
	Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.		
	Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:		
1	• \$1,000,000 Security Breach Liability		
10. 🛛 Cyber Liability	• \$1,000,000 Security Breach Expense Each Occurrence		
Insurance	 \$2,000,000 Security Breach Expense Aggregate \$1,000,000 Replacement or Restoration of Electronic Data 		
	• \$ Extortion Threats		
	\$ Business Income and Extra Expense		
	\$ Public Relations Expense		
	NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000.		
	Hazardous materials include all materials and substances that are currently		
11. Hazardous	designated or defined as hazardous by the law or rules of regulation by the		
Materials Insurance	State of Florida or federal government.		
(As Noted)	All coverage shall be afforded under either an occurrence policy form or a		
(אס ויטנפע)	claims-made policy form, and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an		
	Additional Insured. If the coverage form is on a claims-made basis, then		

	coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:
	Pollution Liability
	 Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.
	Asbestos Liability (If handling within scope of Contract)
	 Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.
	☐ Disposal
	When applicable, Successful Proposer shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.
	 Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
	 Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.
	Successful Proposer shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.
12. Hazardous Waste	All coverage shall be afforded under either an occurrence policy form or a
Transportation	claims-made policy form and the policy shall be endorsed and name "Manatee
Insurance	County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be
	maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:
	Amount equal to the value of the contract, subject to a \$1,000,000 minimum, per accident.
13. Liquor Liability	Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of
	Florida" as an Additional Insured, and include limits not less than:
Insurance	44 222 222 7 1 2
	• \$1,000,000 Each Occurrence and Aggregate

	Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.
14. Garage Keeper's	
Liability Insurance	Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:
	 Property and asset coverage in the full replacement value of the lot or garage.
15. Bailee's Customer Liability Insurance	Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier. Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:
	 Property and asset coverage in the full replacement value of the County asset(s) in the Successful Proposer's care, custody and control.
16. Hull and	Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:
Watercraft Liability	\$ Each Occurrence
-	• \$ General Aggregate
Insurance	Fire Damage Liability
	• \$ <u>10,000</u> Medical Expense, and
	\$ Third Party Property Damage
	 \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)
17. Other (Please Specify)	

	BOND REQUIREMENTS			
	A Bid Bond in the amount of \$ or% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number.			
18. Bid Bond	In lieu of the bond, the bidder may file an alternative form of security in the amount of \$ or% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County. NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.			
19. Payment and	A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award.			
Performance Bond	NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.			

INSURANCE REQUIREMENTS

- I. THE POLICIES BELOW ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:
 - 1. Commercial General Liability and Automobile Liability Coverages
 - a. "Manatee County, a Political Subdivision of the State of Florida," is to be named as an Additional Insured in respect to: Liability arising out of activities performed by or on behalf of the Successful Bidder, his agents, representatives, and employees; products and completed operations of the Successful Bidder; or automobiles owned, leased, hired or borrowed by the Successful Bidder. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees or volunteers.

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

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

2. Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Successful Bidder for the County.

II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:

1. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, Successful Bidder shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming "Manatee County, a Political Subdivision of the State of Florida" as an Additional Insured on the applicable coverage(s) set forth above.

In addition, when requested in writing from the County, Successful Bidder will provide the County with a certified copy of all applicable insurance policies. The address where such certificates and certified policies shall be sent or delivered is as follows unless otherwise provided:

Manatee County, a Political Subdivision of the State of Florida

Attn: Purchasing Division - Procurement

1112 Manatee Avenue West

Bradenton, FL 34205

- **2.** The project's solicitation number and title shall be listed on each Certificate of Insurance or policy.
- **3.** If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.
- **4.** Successful Bidder shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
- **5.** Successful Bidder agrees that should at any time Successful Bidder fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this contract.
- **6.** The Successful Bidder waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- **7.** The Successful Bidder has sole responsibility for all insurance premiums and policy deductibles.
- **8.** It is the Successful Bidder's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Bidder shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Successful Bidder shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all the requirements set forth to the procurement representative.
- **9.** All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the Successful Bidder's deductible or self-insured retention and to require that it be reduced or eliminated.
- III. Successful Bidder understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of Successful Bidder's obligation to provide and maintain the insurance coverage specified.

- IV. Successful Bidder understands and agrees that the County does not waive its immunity and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.
- **V.** The enclosed Hold Harmless Agreement shall be signed by the Successful Bidder and shall become a part of the contract.
- **VI.** No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

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INSURANCE STATEMENT

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

Bidder Name:	Date:	
Signature (Authorized Official):		
Printed Name/Title:		
Insurance Agency:		
Agent Name:	Agent Phone:	

Return this signed statement with your bid or Quote.

ATTACHMENT B SCOPE OF WORK/SPECIFICATIONS ITQ NO. 18-R068742CB

B.01 SCOPE

The successful Bidder (hereinafter in this Scope referred to as Contractor) shall install, terminate and test cables for data and voice applications at outlet locations throughout various Manatee County facilities on an as required basis. Contractor shall terminate to telecommunications closet(s) and label according to Manatee County's Information Technology Services Department, DC-Communications Division specifications. Contractor shall install, terminate and test fiber optic and copper backbone cabling.

B.02 WORKING HOURS

All work shall be performed during regular working hours, Monday through Friday, between the hours of 7:00 a.m. and 6:00 p.m., excluding weekends and holidays. However, Contractor shall be capable of providing service 24 hours a day, seven days a week, should the need arise.

B.03 RESPONSE TIME

- a. **Emergency**: Contractor shall report onsite to perform emergency service, after verbal or written service request, within two (2) hours of notification by the County. Onsite is defined as having a certified technician physically at the County Facility. NOTE: Remote diagnostics and/or troubleshooting do not qualify as onsite services.
- b. **Non-Emergency**: Contractor shall report onsite to perform non-emergency services, after verbal or written service request, within twenty-four (24) hours of notification by the County. Onsite is defined as having a certified technician physically at the County Facility.

B.04 CONTRACTOR RESPONSIBILITIES

Contractor shall:

- a. Possess either a Limited Energy Specialty License, an Alarm System I or II license, an Electrical Contractor license, or a Residential Electrical Specialty license for the term of the Agreement.
- b. Be BICSI Certified ITS Installers and Technicians and (RCDD) Registered Communications

 Distribution Designer (have on staff) for the term of the Agreement.
- c. Only use individuals who are experienced and trained to direct and complete the work in accordance with industry standards and guidelines as well as federal, State and local laws and regulations.
- d. Provide services in accordance with manufacturer's installation requirements and the requirements within the current edition of the TIA Commercial Building Telecommunications Wiring Standards.
- e. 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.
- f. Obtain prior County approval in writing for subcontracting any of the work under the Agreement.
- g. Complete a turnkey job within four (4) days of notification for jobs of ten (10) wire runs or less, or as negotiated for larger jobs.
- h. Upon completion of any project/job, 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.
- i. 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.

- j. Should Contractor become unable to perform the required services in the prescribed timeline due to breakdown, equipment scheduling, lack of equipment or manpower, and/or time constraints, then the County may go to the next lowest qualified Contractor to obtain the required services without penalty.
- k. The work to be performed under this contract may interface with other on-going projects. When this interfacing occurs, the Contractor shall coordinate its work with that of other trades, agencies or utility companies to avoid interferences, delays and/or conflicts.
- I. Work may be required in any of the facilities operated under the responsibility of the Manatee County Board of County Commissioners and will be assigned to the Contractor through issuance of a Blanket Release Order. The County agrees to provide access to sites as required by Contractor.
- m. Requests for Pricing (for specific projects) Upon notification by the County of a projects, Contractor shall submit quotes to the County within a one-week period unless otherwise approved by the County. Contractor shall provide quote for any work performed that exceeds \$1,000.00, or if instructed to do so in the event of an emergency. Contractor shall submit a brief statement of work to verify understanding of project requirements, summary materials list including manufacturer cut sheets for major components and proposed work schedule with anticipated project duration.
- n. 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, the Contractor shall remove all waste and rubbish, tools, construction equipment, and surplus materials from or about the project area.
- o. Contractor shall be <u>certified</u> in the installation of low voltage copper and fiber infrastructure as regulated by ANSI and TIA standards body for the term of the Agreement.
- p. Support to be provided by the Contractor is described as follows:
 - (1) Advanced cable fault finding
 - (2) Additions, moves or changes to cable systems
 - (3) Additional work as required on hourly basis

B.05 COUNTY RESPONSIBILITIES

- a. Manatee County reserves the right to verify any submitted information and/or seek additional information regarding Contractor's qualifications. Contractor agrees to provide such additional information relating to his qualifications as will be requested by the County, prior to award.
- b. The County reserves the right to supply materials and/or equipment for installation or use by the Contractor without affecting any provision of the contract. Materials and/or equipment supplied by the County shall be warranted by the County.

B.06 STRUCTURED CABLE SYSTEMS

Cable installation, maintenance, design and support shall consist of various types of products and applications, including but not limited to the following:

- a. Unshielded twisted pair, horizontal category 5E data cable ¹
- b. Unshielded twisted pair, horizontal category 6 data cable ¹
- c. Unshielded twisted pair, horizontal category 3 voice cable ¹
- d. Backbone voice and data distribution cable ¹
- e. Fiber optic indoor distribution cabling ²
 - ¹ All network cable installs will be tested with results supplied to the County.
 - ² All fiber optic installations will be link-loss tested with results supplied to the County.

B.07 DATA CABLE

- a. All cable pulls shall not exceed ninety (90) meters from the telecom / data closet to jack. It shall be the responsibility of the Contractor to notify the County's Communications Division representative in advance if, in their opinion, this limit will be exceeded, prior to installation.
- b. All data cable installations shall be installed with appropriately rated four (4) pair cable and terminate at the station end on 8-position RJ type jacks. Terminate jacks in 568-B wiring scheme. Labeling will be within the guidelines of the TIA/EIA 606-B labeling specifications and the County's Infrastructure Division labeling materials and scheme.
- c. Data jacks shall be inserted into 4-position faceplates colored to match installed electrical faceplate. Blank filler inserts shall be installed when extra ports are not used. Wireless AP locations will require surface or back box in designated ceiling locations. Labeling will be within the guidelines of the TIA/EIA 606-B labeling specifications and the County's Infrastructure Division labeling materials and scheme.
- d. In the telecommunications room, all wire shall terminate on patch panels. Labeling will be within the guidelines of the TIA/EIA 606-B labeling specifications and the County's Infrastructure Division labeling materials and scheme.
- e. Arrange and mount equipment and materials in a manner acceptable to the County's Communications Division (floor plan will be provided).
- f. Penetrations through floor and fire-rated walls shall utilize conduit sleeves and shall be fire-stopped after installation and testing, utilizing a fire-stopping assembly approved for that application.
- g. Install all wiring from station location to the designated telecommunications closet (TC), unless otherwise noted.
- h. Installation shall conform to the following basic guidelines:
 - 1. Use of approved wire, cable, and wiring devices.
 - 2. Cable shall be installed in accordance with manufacturer's recommendations and best industry practices.
 - 3. The cable's minimum bend radius and maximum pulling tension shall not be exceeded. Pulling tension on 4-pair UTP cables shall not exceed 25-lbf.
 - 4. Cables shall not be attached to ceiling grid or lighting fixture wires. Where support for horizontal cable is required, Contractor shall install appropriate carriers to support the cabling.
 - 5. If a J-hook or trapeze system is used to support cable bundles, all horizontal cables shall be supported at a maximum of 48 to 60-inch intervals. At no point shall cable(s) rest on acoustic ceiling grids or panels.
 - Horizontal distribution cables shall be grouped neatly and care should be taken to ensure that bundling material does not cause deformation of the bottom cables within the bundle and degrade cable performance.
 - 7. Install cables in one continuous piece. <u>Splices shall not be allowed under any</u> circumstances.
 - 8. Allow for recommended cable service loops of five (5) feet at station location and ten (10) feet at closet / patch panel location.
 - Cables shall be dressed and terminated in accordance with the recommendations made in the TIA/EIA-568-C standard, manufacturer's recommendations and best industry practices.
 - 10. Pair untwist at the termination shall not exceed manufacturer's recommendations.

- 11. Cables shall be neatly bundled and dressed to their respective panels or blocks. Each panel or block shall be fed by an individual bundle separated and dressed back to the point of cable entrance into the rack or frame.
- 12. The cable jacket shall be maintained as close as possible to the termination point.

B.08 VOICE CABLE

Contractor shall:

- a. Ensure all voice cable installations are installed using appropriately rated four (4) pair cable and terminate at the station end on 8-position RJ type category 5e jacks in a 568-B wiring scheme. Labeling will be within the guidelines of the TIA/EIA 606-B labeling specifications and the County's Infrastructure Division labeling materials and scheme.
- b. Ensure voice jacks are colored to match installed electrical faceplate. Blank filler inserts shall be installed when extra ports are not used. Labeling will be within the guidelines of the TIA/EIA 606-B labeling specifications and the County's Infrastructure Division labeling materials and scheme.
- c. In the telecommunications room, ensure all wire shall terminate on 66-type or 110-type punch down blocks. Labeling will be within the guidelines of the TIA/EIA 606-B labeling specifications and the County's Infrastructure Division labeling materials and scheme.
- d. Arrange and mount equipment and materials in a manner acceptable to the County's Communications Division (floor plan will be provided).
- e. Ensure penetrations through floor and fire-rated walls utilize conduit sleeves and are fire-stopped after installation and testing, utilizing a fire-stopping assembly approved for that application.
- f. Install all wiring from station location to the designated telecommunications room (TR), unless otherwise noted. Installation shall conform to the following basic guidelines:
 - 1. Use of approved wire, cable, and wiring devices.
 - 2. Cable shall be installed in accordance with manufacturer's recommendations and best industry practices.
 - 3. The cable's minimum bend radius and maximum pulling tension shall not be exceeded. Pulling tension on 4-pair UTP cables shall not exceed 25-lbf.
 - Cables shall not be attached to ceiling grid or lighting fixture wires. Where support for horizontal cable is required, Contractor shall install appropriate carriers to support the cabling.
 - 5. If a J-hook or trapeze system is used to support cable bundles, all horizontal cables shall be supported at a maximum of 48 to 60-inch intervals. At no point shall cable(s) rest on acoustic ceiling grids or panels.
 - 6. Horizontal distribution cables shall be grouped neatly and care should be taken to ensure that bundling material does not cause deformation of the bottom cables within the bundle and degrade cable performance.
 - 7. Install cables in one continuous piece. Splices shall not be allowed under any circumstances.
 - 8. Allow for recommended cable service loops of (5) five feet at station location and (10) ten feet at closet / patch panel location.
 - Cables shall be dressed and terminated in accordance with the recommendations made in the TIA/EIA-568-C standard, manufacturer's recommendations and best industry practices.

- 10. Pair untwist at the termination shall not exceed manufacturer's recommendations.
- 11. Cables shall be neatly bundled and dressed to their respective panels or blocks.
- 12. The cable jacket shall be maintained as close as possible to the termination point.

B.09 PRE-INSTALLATION INSPECTIONS

Visually inspect all cables, cable reels and shipping cartons to detect possible cable damage incurred during shipping and transport. Visibly damaged goods are to be returned to the supplier and replaced at no additional cost to Manatee County. If post-manufacture performance data has been supplied by the manufacturer of cables or connecting hardware, copies of such data shall be kept for inclusion in the documentation and made available to Manatee County upon request.

B.10 TESTING AND CERTIFICATION REQUIREMENTS

Contractor shall provide sufficient skilled labor to complete testing within the agreed upon test period. Contractor shall be responsible for supplying all the required test equipment used to conduct acceptance tests. Contractor shall be responsible for submitting acceptance documentation.

B.11 STANDARDS COMPLIANCE

- a. All testing shall be performed in conformance with current EIA/TIA-568-C requirements.
- b. All tests shall be performed using a cable tester with current applicable firmware or software updates.
- c. Contractor shall configure the tester profile as follows:

Attenuation

- 1. Near End Cross Talk (NEXT)
- 2. Power Sum Near End Cross Talk (PSNEXT)
- 3. Return Loss
- 4. Equal Level Far End Cross Talk (ELFEXT)
- 5. Length (in feet)
- 6. Propagation delay
- 7. Delay skew
- 8. Ambient Noise and Resistance

9.

B.12 DOCUMENTATION

- a. Test results shall be provided in hardcopy report format using the cable tester's software and electronic format (Adobe PDF) on CD, compact flash or USB memory cards. Handwritten test reports or editable formats such as Excel spreadsheets or CSV files are **not acceptable**.
- b. Test reports shall include the following information for each cabling element tested:
 - 1. Tester manufacture, model, serial number, software version and date of last factory calibration.
 - 2. Circuit ID number and project/job name.
 - 3. Auto-test specification used.
 - 4. Date and time of test.
 - 5. Wiremap results that indicate the cabling has no shorts, opens, miswires, split, reversed or crossed pairs, and end-to-end connectivity is achieved.
 - 6. Attenuation, Near End Cross Talk (NEXT), Power Sum Near End Cross Talk (PSNEXT), Return Loss, Equal Level Far End Cross Talk (ELFEXT) and Power Sum Equal Level Far End Cross Talk (PSELFEXT) data that indicate the worst-case result, the frequency at which it

- occurs, the limit at that point and the margin. Information shall be provided for all pairs or pair combinations and in both directions.
- 7. Length (in feet), propagation delay and delay skew relative to the applicable limit.
- 8. Any individual test that fails the relevant performance specification shall be marked as a FAIL and action taken to correct the problem.
- 9. Overall pass/fail indication.
- c. Test reports shall be submitted within five (5) business days of completion of testing.

B.13 ACCEPTANCE

Once all work has been completed, test documentation has been submitted, and Manatee County has confirmed that all work is in accordance with the Agreement requirements, the County shall notify Contractor in writing of formal acceptance of the system.

Contractor and Manatee County may agree to allow certain cabling runs to exceed standardized performance criteria (e.g. length). In this event, such runs shall be explicitly identified and excluded from requirements to pass standardized tests.

Acceptance shall be subject to completion of all work, successful post-installation testing, yielding 100 percent PASS rating, and receipt of full documentation as described above.

B.14 WARRANTY

Contractor must install universal cable system components with a <u>manufacturer</u> backed product defect and performance assurance warranty. Proof of warranty must be submitted in the form of site specific manufacturer documentation and certificate.

B.15 OPTICAL FIBER

Provide and place 6/12/24 strand, indoor / outdoor rated, single mode and multimode optical fiber cable (SMF/MMF) on an as needed basis. Cable will be placed in existing or provided conduit between buildings. Terminate fiber in LIU using **LC** connectors. Contractor may use field terminated or factory terminated pigtail splice connectors.

B.16 VOICE BACKBONE CABLE

- a. Provide and place multi- pair, 24awg, twisted pair copper cable as needed. The copper cable will be terminated on 66 type / 110 type termination blocks.
- b. All materials to provide a complete installation as per manufacturers suggested installation requirements must be included. This would include but is not limited to: coupling panels, couplers, cable clamp, buffer tubing, sealant and blocking kits.

B.17 OSP INSTALLATION

Contractor's OSP installations shall meet the following requirements:

- a. All cable length must be verified with a field survey by the Contractor.
- b. The installed cables will be properly fire-stopped within all buildings.
- c. Cables and terminals will be grounded and bonded as required.
- d. All cables conduits entering the buildings must be plugged/sealed with water stop filler.
- e. All cables and terminations must be labeled in accordance with EIA/TIA-606, Administration Standard for Commercial Telecommunications Infrastructure.

B.18 GROUNDING

Contractor shall ensure that all grounding meets the following requirements:

- a. TIA-607-B: Generic Telecommunications Bonding and Grounding (Earthing) for Customer Premises
- b. NEC Article 800: 800.33, the metallic sheath of telephone cable and primary protectors must be grounded as close as practicable to the point of entrance of the phone cable to the building or structure.

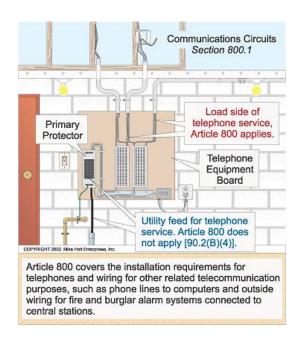


Figure 1, Figure is for illustration only. All installations must be in accordance with all applicable codes.

(Figure 1)

B.19 OSP CABLE TESTING (copper & fiber optic)

The installed and terminated copper backbone and fiber optic cables should be <u>100% fault free</u> once all tests are completed. All work is to be performed to local code, standard outside cable plant installation practices and BICSI Telecommunications Distribution Manual.

Copper cables shall be tested from termination to termination for continuity, shorts and grounds. Documentation shall be provided with date of test and technician signature.

All fibers shall be certified tested from termination to termination and documentation provided to the Telecommunications division of the Information Services Department for Manatee County at the time of installation completion. Test results must be equipment generated results either in hard or soft copy. No handwritten or user prepared data will be accepted. Link loss at 1310nm and 1550nm wavelengths

must be documented for each fiber. <u>The fiber cable's manufacturer performance specifications must be included with the test results.</u>

B.20 INCIDENTAL MATERIALS

All incidental installation materials and equipment necessary to complete the relocation/installation as specified in this bid, i.e. screws, tie wraps, anchors, any type of equipment, tools, fire-stop material etc., shall be furnished by the bidder. The Contractor is responsible for all test equipment and any special machinery that may be required to meet the requirements of these specifications.

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ATTACHMENT C MINIMUM QUALIFICATIONS

Bidders must submit the information and documentation requested that confirms Bidder meets the following minimum qualification requirement(s):

1. Must be registered with the State of Florida, Division of Corporations to do business in Florida.

No documentation is required. The County will verify registration.

2. Bidder must possess a current, valid Limited Energy Contractor Systems Specialty license, issued by the State of Florida.

Provide a copy of Bidder's Limited Energy Specialty License issued by the State of Florida.

3. The Bidder has provided Data/Voice Cabling installations for at least three clients since April 1, 2014.

Provide the following information for three qualifying clients.

- a) Name of client
- b) Location (City/State)
- c) Client contact name
- d) Contact phone
- e) Contact email
- f) Service dates (Start/End)
- 4. Bidder Is NOT listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies found at the SBAFLA website at http://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/PFIA/tabid/1478/ItemId/3354/Defau It.aspx (Only for solicitations over \$1M)

No documentation is required. The County will verify

5. Bidder has not been convicted of a public entity crime per Section 287.133, Florida Statutes or environmental law in the past five years.

Bidder must complete Attachments E, F, and G and submit with its Offer attesting that it has not been convicted of a public entity crime or environmental law in the past five years.

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

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

END OF ATTACHMENT

ATTACHMENT D SPECIFIC TERMS AND CONDITIONS ITO NO. 18-R068742CB

D.01 PURPOSE

It is the intent of Manatee County to establish an annual contract for the repair and maintenance of Manatee County's infrastructure system, including voice and data type communications services, on an **as required** basis, for use by the Information Technology Department, Communications Division. It is the specific purpose of this quote to establish an annual contract for required services & materials, and to secure the cost and availability of the services & materials for procurement.

D.02 SPECIFICATIONS

Contractors must submit quotes strictly in accordance with specifications. Each variance to these specifications must be explicitly stated by the Contractor on the quote form. Should the Contractor not furnish the County a list of exceptions and supporting data, the County will assume the Contractor is quoting in accordance with the specifications.

D.03 BLANKET ORDER

Blanket Purchase Order(s) shall be issued as a result of this quote. A Blanket Purchase Order number, when accompanied by a valid, written Release Order 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 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, written Release Order issued by the County's Representative.

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

D.04 QUANTITIES

The exact quantities of the required supplies cannot be determined at this time, but approximated past annual usage is indicated on the Quotation Form. This quotation award may result in similar quantities of purchases; however, this is not guaranteed. Purchase Orders/Release Orders shall be issued on an **as required** basis; covering all or part of the specified items on quote. During the term of the contract, the County may add or delete parts as needed.

D.05 PAYMENT

Within forty-five (45) days after completion of services by the supplier, acceptance by the County, and presentation of an appropriate invoice, the County shall pay the total amount due. Payment invoices must include the Purchase Order number.

D.06 PRICES

Quoters shall quote unit prices including all discounts in accordance with unit of quantity indicated on Quote Form. The prices quoted shall be used for payment and shall be deemed to include payment in full for all transportation, labor, and equipment used in delivering all supplies and materials to the point of delivery. Prices shall remain firm and irrevocable for the agreement period.

D.07 CONTRACT TERM

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

D.08 RENEWAL

If not cancelled by the Contractor or the County, this quote shall be automatically extended/renewed beyond the first twelve (12) month contract period for additional twelve (12) month periods not to exceed a total contract duration of thirty-six (36) months providing there are no changes of prices, terms or conditions. Renewal prices may be adjusted only as permitted in paragraph below Price Adjustments For Renewal Periods. Written notice of intention not to renew must be submitted by the successful quoter 90 days prior to the end of a contract period. Should any Contractor choose not to renew the quote awarded, the County reserves the right to terminate the Contract with that Contractor and select the next qualified quoter, or re-advertise for those quoted items, or solicit a new Request for Quotation for all items (including multiple quote awards).

D.09 PRICE ADJUSTMENTS FOR RENEWAL PERIODS

Prices shall remain firm for the first twelve-month base contract term. Requested price changes for the remaining terms may be adjusted in accordance with the <u>Producers Price Index for Copper and Copper Alloy Wire & Cable, Bare & Tinned Code #WPU10260314</u>. 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 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:

INDEX POINT CHANGE

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

INDEX PERCENT CHANGE

Index Point Change from above 2.4

Divided by Base Index

(or previous Index) 112.8 Equals 0.0213 or 2.13 Percent

D.10 CANCELLATION

It is mutually agreed that any award made as a result of this quote may be cancelled by the Contractor upon 90 days written notice by Certified Mail to the County. However, the County is hereby authorized to purchase, in accordance with the prices quoted, any quantity of materials during this 90-day interim provided the County requests delivery during this period.

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

D.11 REGULATIONS

It shall be the responsibility of each Contractor to assure compliance with any NFPA, OSHA, EPA, and/or Federal or State of Florida rules, regulations or other requirements, as each may apply.

D.12 WARRANTY, MAINTENANCE SERVICE, AND SUPPORT

If any product / service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specification listed in this quotation, the Contractor shall pick up the product from the County at no expense to the County. Also, the Contractor shall refund to Manatee County any money which has been paid for same. The Contractor shall be responsible for attorney fees in the event the Contractor defaults and court action is required.

D.13 SAFETY DATA SHEET

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

D.14 BASIS FOR AWARD

Award will be made on an <u>All-or-None Total Offer</u> basis to the responsive, responsible quoters complying with the terms and conditions of the Request for Quote. Quoters shall quote every item for their quote to be responsive. The County reserves the right to issue multiple awards.

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

Whenever two or more quotes are equal with respect to price, quality and service, the quote received from a local business shall be given preference in award. Whenever two or more quotes, which are equal with respect to price, quality, and service are received, and both quotes or neither of these quotes are received from a local business, the award shall be determined by a chance drawing conducted by the Procurement 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 quote that for at least six (6) months prior to the announcement of the solicitation of quotes 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.

[Remainder of page intentionally left blank]

ATTACHMENT E QUOTATION FORM				
ITQ NO. 18-R068742CB DESCRIPTION	UNIT	EST ANNUAL QTY	UNIT PRICE	EXTENDED PRICE
Cable Technician Hour	Hourly	120	\$	\$
Single CAT5e CMP cable, installed	EA	20	\$	\$
Dual CAT5e CMP cable, installed	EA	20	\$	\$
Triple CAT5e CMP cable, installed	EA	20	\$	\$
Quadruple CAT5e CMP cable, installed	EA	20	\$	\$
Single CAT5e CMR cable, installed	EA	20	\$	\$
Dual CAT5e CMR cable, installed	EA	20	\$	\$
Triple CAT5e CMR cable, installed	EA	20	\$	\$
Quadruple CAT5e CMR cable, installed	EA	20	\$	\$
Single CAT6 CMP cable, installed	EA	20	\$	\$
Dual CAT6 CMP cable, installed	EA	20	\$	\$
Triple CAT6 CMP cable, installed	EA	20	\$	\$
Quadruple CAT6 CMP cable, installed	EA	20	\$	\$
Single CAT6 CMR cable, installed	EA	20	\$	\$
Dual CAT6 CMR cable, installed	EA	20	\$	\$
Triple CAT6 CMR cable, installed	EA	20	\$	\$
Quadruple CAT6 CMR cable, installed	EA	20	\$	\$
Single CAT6a CMP cable, installed	EA	20	\$	\$
Dual CAT6a CMP cable, installed	EA	20	\$	\$
Triple CAT6a CMP cable, installed	EA	20	\$	\$
Quadruple CAT6a CMP cable, installed	EA	20	\$	\$
Single CAT6a CMR cable, installed	EA	20	\$	\$

DESCRIPTION	UNIT	EST ANNUAL QTY	UNIT PRICE	EXTENDED PRICE
Dual CAT6a CMR cable, installed	EA	20	\$	\$
Triple CAT6a CMR cable, installed	EA	20	\$	\$
Quadruple CAT6a CMR cable, installed	EA	20	\$	\$
CAT 5e 48-Port Patch Panel, installed	EA	5	\$	\$
CAT 6 48-Port Patch Panel, installed	EA	5	\$	\$
CAT 6a 48-Port Patch Panel, installed	EA	5	\$	\$
Two Post Aluminum Rack 19" Wide, 45U Rack, Grounded	EA	5	\$	\$
Horizontal Cable Manager 19" Rack, 1U, Black	EA	20	\$	\$
Horizontal Cable Manager 19" Rack, 2U, Black	EA	20	\$	\$
2" Fire Sleeve, Installed	EA	20	\$	\$
4" Fire Sleeve, Installed	EA	20	\$	\$
6" Vertical Side Cable Manager for 19" Wide Rack, Black	EA	20	\$	\$
25 pair 24awg Cat 3 CMR backbone cable with Protector Blocks, installed (Up to 200 feet)	EA	2	\$	\$
Each additional foot	FT	200	\$	\$
25 pair 24awg Cat 3 CMP backbone cable with Protector Blocks, installed (Up to 200 feet)	EA	2	\$	\$
Each additional foot	FT	200	\$	\$
12-count multimode (OM4) fiber optic cable Indoor/Outdoor rated, installed (Up to 200 feet)	EA	2	\$	\$
Each additional foot	FT	200	\$	\$
12-count single-mode fiber optic cable Indoor/Outdoor rated, installed (Up to 200 feet)	EA	2	\$	\$
Each additional foot	FT	200	\$	\$
12-count multimode fiber optic cable CMP installed (Up to 200 feet)	EA	2	\$	\$
Each additional foot	FT	200	\$	\$

DESCRIPTION	UNIT	EST ANNUAL QTY	UNIT PRICE	EXTENDED PRICE
12-count single-mode fiber optic cable CMP installed (Up to 200 feet)	EA	2	\$	\$
Each additional foot	FT	200	\$	\$
		TOTAL (For Bid Award Purposes)	\$
Bidder must agree to a percentage discount for supplies or equipment not listed in this quote price list:		15 %		

ATTACHMENT F BIDDER'S QUESTIONNAIRE ITQ NO. 18-R068742CB

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

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR QUOTE.

CO. PHYSICAL ADDRESS:	ure; names of officers and address o
Bidding as an; individual:; a partnership:; a corporation;; a joint ventual of a partnership: list names and addresses of partners; if a corporation: list name directors, shareholders, and state of incorporation; if joint venture: list name venturers and the same if any venturer is a corporation for each such corporation joint venture: Your organization has been in business (under this firm's name) as a	ure; names of officers es and address o
If a partnership: list names and addresses of partners; if a corporation: list name directors, shareholders, and state of incorporation; if joint venture: list name venturers and the same if any venturer is a corporation for each such corporation joint venture:	names of officers es and address o
directors, shareholders, and state of incorporation; if joint venture: list name venturers and the same if any venturer is a corporation for each such corporation joint venture: Your organization has been in business (under this firm's name) as a	es and address o
for how many years?	
Describe and give the date and owner of the last three government projects wir (5) years you've completed which are similar in cost, type, size, and nature as t (for a public entity). Include project description, project location, total project name and phone number, and completion date:	the one proposed
Have you ever been assessed liquidated damages under a contract during the particle of the par	ast five (5) years

-	ever failed to complete work awarded to you? If so, state when, where (contact phone number) and why?
•	ever been debarred or prohibited from bidding on a governmental entity's constr If yes, name the entity and describe the circumstances:
	ree individuals, governmental entities, or corporations for which you have perfork and to which you refer. Include contact name and phone number:
1	

ATTACHMENT G

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION SWORN STATEMENT PURSUANT TO ARTICLE 6, MANATEE COUNTY PURCHASING CODE ITQ NO. 18-R068742CB

THIS FORMMUST 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 in	ndividual's name and title]	
	for	
[print n	ame of entity submitting sworn statement]	
whose b	business address is:	
	applicable) its Federal Employer Identification Number (FEIN) is If the entity I, include the Social Security Number of the individual signing this sworn statement:	has
procure manage	estand that no person or entity shall be awarded or receive a county contract for public improvement of goods or services (including professional services) or a county lease, franchise, concession ement agreement, or shall receive a grant of county monies unless such person or entity has submitted certification to the County that it has not:	or
	(1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, State of Florida, or any other public entity, including, but not limited to the Government of the Unit States, any state, or any local government authority in the United States, in that officer's or employed official capacity; or	ted
	(2) been convicted of an agreement or collusion among quoters or prospective quoters in restraint freedom of competition, by agreement to quote a fixed price, or otherwise; or	t of
	(3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchas Director, reflects negatively upon the ability of the person or entity to conduct business in a responsimanner; or	_
	(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter 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 include a plea of nolo contendere; or	uct,

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

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

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

	[Signature]
STATE OF FLORIDA COUNTY OF	
Sworn to and subscribed before me thisday of	, 20
by	
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.