RFP No. 19-R071028JP AUDIO-VISUAL SYSTEMS (915-09) JUNE 6, 2019

Manatee County BCC Procurement Division 1112 Manatee Avenue West Ste 803 Bradenton, FL 34205 purchasing@mymanatee.org



ADVERTISEMENT REQUEST FOR PROPOSALS NO. 19-R071028JP Audio-visual (A/V) Systems

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County) will receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Proposers), to provide A/V System Services, as specified in this Request for Proposals to include the replacement of the current A/V system for the Public Safety-Traffic Management Center.

DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Proposals in response to this RFP **is July 15, 2019 at 3:00 P.M. ET.** Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 prior to the Due Date and Time.

SOLICITATION INFORMATION CONFERENCE:

A mandatory Information Conference will be held at 10:00 A.M. on June 21, 2019 at the Manatee County Public Safety Department, 2101 47th Terrace E, Bradenton, FL 34203. Attendance is required.

DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS:

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to the Manatee County Procurement Division is June 26, 2019. Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

Important: A prohibition of lobbying is in place. Review Section A.12 carefully to avoid violation and possible sanctions.

DESIGNATED PROCUREMENT CONTACT: Joe Pretorius, Senior Procurement Agent (941) 749-3045, Fax (941) 749-3034 Email: johannes.pretorius@mymanatee.org Manatee County Financial Management Department Procurement Division

AUTHORIZED FOR RELEASE: _____

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SECTION A INSTRUCTIONS TO PROPOSERS

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

A.01 PROPOSAL DUE DATE

The Due Date and Time for submission of Proposals in response to this Request for Proposals (RFP) **is July 15, 2019 at 3:00 P.M. ET.** Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 and be time stamped by a Procurement representative prior to the Due Date and Time. Proposals will be opened immediately following the Due Date and Time at the Manatee County Administration Building, Suite 803. Interested parties are invited to attend the opening.

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

A.02 PUBLIC OPENING OF PROPOSALS

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

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

A.03 SUBMISSION OF PROPOSALS

The contents of the proposal sealed package must include:

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

Electronic format copies should be submitted on separate Universal Serial Bus (USB) portable flash memory drives or compact disc (CD) in Microsoft Office[®] or Adobe Acrobat[®] portable document format (PDF) **in one file that includes all required TAB sections shown in Exhibit 2 in a continuous file.** Do not submit electronic format proposal with separate files for each TAB section. Do not password protect or otherwise encrypt electronic proposal copies. Electronic copies must contain an identical proposal to the ORIGINAL.

Submit the proposal package in a sealed container with the following information clearly marked on the outside of the package: RFP No. 19-R071028JP, Audio-Visual (A/V) Systems, Proposer's name, and Proposer's address. Proposals must be received by the Manatee County Procurement Division prior to the Due Date and Time at the following address:

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

A.04 ORGANIZATION OF PROPOSALS

Proposals must be organized and arranged with tabs in the same order as listed in the subsections within Exhibit 2 identifying the response to each specific item.

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

A.05 DISTRIBUTION OF SOLICITATION DOCUMENTS

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

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

Additionally, the RFP and all related documents are available for public inspection at the Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205. Call (941) 749-3014 to schedule an appointment. Documents are available between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, with the exception of County holidays. As a courtesy, Manatee County notifies the Manatee County Chamber of Commerce and the Manasota Black Chamber of Commerce of all active solicitations, who then distributes the information to its members.

A.06 ADDENDA

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

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

A.07 PROPOSAL EXPENSES

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

A.08 QUESTION AND CLARIFICATION PERIOD

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

If the Proposer requests modifications to the RFP documents, the Proposer must provide detailed justification for each modification requested. The County will determine what changes will be acceptable to the County and changes approved by the County will be issued in a written addendum

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

A.09 FALSE OR MISLEADING STATEMENTS

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

A.10 WITHDRAWAL OR REVISION OF PROPOSALS

Proposers may withdraw Proposals under the following circumstances:

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

A.11 JOINT VENTURES

Proposers intending to submit a proposal as a joint venture with another entity are required to have filed proper documents with the Florida Department of Business and Professional Regulation and all other State or local licensing agencies as required by Florida Statute Section 489.119, prior to the Due Date and Time.

A.12 LOBBYING

After the issuance of any solicitation, no prospective Proposers, or their agents, representatives or persons acting at the request of such Proposers, shall contact, communicate with or discuss any matter relating in any way to the solicitation with any County officers, agents or employees, other than the Procurement Official or designee, unless otherwise directed by the Procurement Official or designee. This prohibition includes copying such persons on written communications (including email correspondence) but does not apply to presentations made to evaluation committees or at a County Commission meeting where the Commission is considering approval of a proposed contract/purchase order. This requirement ends upon final execution of the contract/purchase order or at the time the solicitation is cancelled. Violators of this prohibition will be subject to sanctions as provided in the Manatee County Code of Ordinances Section 2-26-31 and 2-26-32. Sanctions may include (a) written warning; (b) termination of contracts; and (c) debarment or suspension.

A.13 EXAMINATION OF PROPOSALS

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

A.14 ERRORS OR OMISSIONS

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

A.15 DETERMINATION OF RESPONSIBLENESS AND RESPONSIVENESS

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

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

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

A.16 RESERVED RIGHTS

The County reserves the right to accept or reject any and all proposals, to waive irregularities and technicalities, to request additional information and documentation, and to cancel this solicitation at any time prior to execution of the contract. In the event only one proposal is received, the County reserves the right to negotiate with the Proposer. The County reserves the right to award the contract to a responsive and responsible Proposer which in its sole determination is the best value and in the best interests of the County.

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

A.17 APPLICABLE LAWS

Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting contract. This solicitation process will be conducted in accordance with Manatee County Code of Ordinances, Chapter 2-26.

A.18 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. No. 59-78-0089K; Florida Sales Tax Exempt Cert. No. 85-8012622206C-6). Therefore, the Proposer is prohibited from delineating a separate line item in its proposal for any sales or service taxes.

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

A.19 SCRUTINIZED COMPANIES

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

A.20 COLLUSION

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

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

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

A.21 CODE OF ETHICS

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

A.22 PUBLIC ENTITY CRIMES

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

In addition, Manatee County Code of Laws Chapter 2-26 Article V prohibits the award of County contracts to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Procurement Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a reasonable manner.

To ensure compliance with the foregoing, Manatee County Code of Laws requires all persons or entities desiring to contract with Manatee County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with Manatee County. Proposer is to complete Attachment "C" and submit with its Proposal.

A.23 AMERICANS WITH DISABILITIES

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

A.24 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, Manatee County hereby notifies all Proposers that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this Request For Proposal and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of award.

A.25 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISE

The State of Florida Office of Supplier Diversity provides the certification process and maintains the database of certified MBE/DBE firms. Additional information may be obtained at https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/get_certified.

A.26 DISCLOSURE

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

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

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

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

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

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the successful Proposer does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the successful Proposer transfers all public records to County upon completion of the contract, the successful Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the successful Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Phone: (941) 742-5845 Email: <u>debbie.scaccianoce@mymanatee.org</u> Attn: Records Manager 1112 Manatee Avenue West Bradenton, FL 34205

A.27 TRADE SECRETS

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

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

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

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

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

- 1. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the Proposers request for trade secret at any time; and
- 2. County and its officials, employees, agents, and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret throughout the evaluation process and until final execution of any awarded purchase order or contract; and
- 3. That after notice from County that a public records request has been made pursuant to Proposer's proposal, the Proposer at its sole expense, shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Proposer in response to notice from the County shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer will be deemed to have waived the trade secret designation of the materials.

Offeror shall indemnify and hold County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer, including actions or claims arising from County's non-disclosure of the trade secret materials.

A.28 CONFIDENTIALITY OF SECURITY RELATED RECORDS

- a. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as "the Confidential Security Records") are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):
 - i. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
 - ii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County.
 - iii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to County.

- b. Successful Proposer agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County's Property Management Director or to comply with a court order requiring such release or disclosure. To the extent successful Proposer receives a request
- c. for such records, it shall immediately contact the County's designated Contract administrator who shall coordinate County's response to the request.

A.29 E-VERIFY

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

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

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

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

A.30 LICENSES AND PERMITS

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

A.31 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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;

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- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Proposer 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 Proposer 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.

A.32 BINDING OFFER

Proposals will remain valid for a period of 120 days following the Due Date and Time and will be considered a binding offer to perform the required services and/or provide the required goods. The submission of a Proposal will be taken as prima facie evidence that the Proposer has familiarized itself with the contents of this Solicitation

A.33 PROTEST

Any actual bidder, proposer, or contractor who is aggrieved in connection with the notice of intent to award of a contract with a value greater than \$250,000 where such grievance is asserted to be the result of a violation of the requirements of the Manatee County Procurement Code or any applicable provision of law by the officers, agents, or employees of the County, may file a protest to the Procurement Official.

Protest must be in writing and delivered via email at <u>purchasing@mymanatee.org</u> or by hand delivery to the Procurement Division at 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 by 5:00 p.m. on the fifth business day following the date of posting of the Notice of Intent to Award on the County website. There is no stay of the procurement process during a protest. The Procurement Official shall have the authority to settle and resolve a protest concerning the intended award of a contract.

For additional information regarding the County protest process, visit the Procurement Division webpage on the County website.

A.34 OTHER PUBLIC ENTITIES

The successful Proposer agrees to make available to all governmental agencies, authorities, departments, and municipalities (collectively referred to as Public Entities) the terms, conditions and agreed upon prices of the award resulting from this solicitation. Any Public Entity electing to utilize the award will enter into its own agreement with successful Proposer and coordinate the requirements. The County shall in no way be responsible for any such agreement between successful Proposer and Public Entity.

A.35 SOLICITATION SCHEDULE

The following schedule has been established for this Solicitation process. Refer to the County's website (<u>www.mymanatee.org</u> > Business > *Bids & Proposals*) for meeting locations and updated information pertaining to any revisions to this schedule.

Mandatory Solicitation Information Conference. AJune 21, 2019 10:00 A.M. 2101site visit will be held immediately following the47th Terrace E, Bradenton, FL
Conference. 34203.
Question and Clarification DeadlineJune 26, 2019
Final Addendum Posted July 5, 2019
Proposal Response Due Date and TimeJuly 15, 2019, no later than3:00 p.m.
Technical Evaluation Meeting August 6, 2019
Technical Evaluation Meeting August 8, 2019
Interviews/Presentations/Demonstrations (if August 16, 2019
Best and Final Offers Due (if conducted)August 20, 2019
Final Evaluation MeetingAugust 27, 2019
Project Award September 2019

END SECTION A

SECTION B EVALUATION OF PROPOSALS

B.01 EVALUATION

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

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

B.02 EVALUATION CRITERIA

The following evaluation criteria have been established for this RFP.

Criteria	Maximum Points
Proposer & Team's Experience	30
Capacity and Approach	20
System Capabilities, Specifications	20
Fee Proposal	20
Interviews/Demonstrations	10

B.03 CLARIFICATIONS/INTERVIEWS / PRESENTATIONS / DEMONSTRATIONS

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

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

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

B.04 BEST AND FINAL OFFER (BAFO)

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

B.05 RANKING OF PROPOSALS

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

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

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

END SECTION B

SECTION C NEGOTIATION OF THE AGREEMENT

C.01 GENERAL

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

C.02 NEGOTIATION

The evaluation committee will make a recommendation as to the Proposer which the County should enter into negotiations, if any. Upon approval of the recommendation, the successful Proposer will be invited to enter negotiations led by the County Procurement Division. These negotiations are generally relative to the scope of work/services to be provided and any associated costs.

The County will publicly notice the Intent to Negotiate prior to commencing negotiations as required by law and policy.

C.03 RECOMMENDATION FOR AWARD

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

C.04 AGREEMENT

The successful Proposer(s) will be required to enter into an agreement in a form and with the terms and conditions contained in Attachment Exhibit 3, Sample Agreement, attached hereto. The agreement may, or may not, include all elements of this RFP or the resulting successful Proposer's Proposal where alternatives provide best value, are desirable to the County, and the parties agree to such terms.

The term of the Agreement shall be established during the negotiation of the Agreement.

C.05 AWARD

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

Award of an agreement is subject to successful negotiations and the approval, as provided for in the Manatee County Procurement Code.

END SECTION C

ATTACHMENT A ACKNOWLEDGMENT OF ADDENDA RFP NO. 19-R071028JP

The undersigned acknowledges receipt of the following addenda:

Addendum No	Date Received:
Addendum No	Date Received:

Print or type Proposer's information below:

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

ATTACHMENT B PROPOSAL SIGNATURE FORM RFP NO. 19-R071028JP

The undersigned represents that:

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

Print or type Proposer's information below:

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

ATTACHMENT C PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION RFP NO. 19-R071028JP

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

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

This sworn statement is submitted to Manatee County by _____

[print individual's name and title]

For ______ [name of entity submitting sworn statement] whose business address is:

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

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

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

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

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

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

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors.

For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation,

interlocking management or ownership, identity of interests amount family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

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

I UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE PROCUREMENT DIVISION OR THE COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

			[Sig	nature]		
STATE OF FLORIDA COUNTY OF						
Sworn to and subscribed before me this	day of		_, 201	by		
Personally known OR Produced identification_						
		[Тур	e of ide	ntification]		
	My com	mission	expires		<u> </u>	
Notary Public Signature						

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

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

ATTACHMENT D INSURANCE AND BOND REQUIREMENTS RFP NO. 19-R071028JP

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

STANDARD INSURANCES	REQUIRED LIMITS		
1. 🛛 Automobile Liability:	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: • \$ <u>1,000,000</u> Combined Single Limit; OR • \$ <u>500,000</u> Bodily Injury and \$ <u>500,000</u> Property Damage • \$ <u>10,000</u> Personal Injury Protection (No Fault) • \$ <u>500,000</u> Hired, Non-Owned Liability • \$ <u>10,000</u> Medical Payments This policy about contrain coverability of integrate' provisions		
	This policy shall contain severability of interests' provisions. 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 Floride" as an Additional Insured, and		
 Commercial General Liability: (Per Occurrence form only; claims-made form is not acceptable) 	 subdivision of the State of Florida" as an Additional Insured, and include limits not less than: \$ <u>1,000,000</u> Single Limit Per Occurrence \$ <u>2,000,000</u> Aggregate \$ <u>1,000,000</u> Products/Completed Operations Aggregate \$ 1,000,000 Personal and Advertising Injury Liability \$ 50,000 Fire Damage Liability \$ <u>10,000</u> Medical Expense, and \$ <u>1,000,000</u>, Third Party Property Damage \$ <u>1,000,000</u>, Third Party Property Damage \$ <u>1,000,000</u>, Third Party Property Damage This policy shall contain severability of interests' provisions. 		
3. 🛛 Employer's Liability	 Coverage limits of not less than: \$<u>100,000</u> Each Accident \$<u>500,000</u> Disease Each Employee \$<u>500,000</u> Disease Policy Limit 		

4. 🛛 Worker's Compensation		
	Coverage limits of not less than:	
	 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 Workers Act and Jones Act. 	
	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.	
US Longshoremen & Harbor Workers 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.	
Jones Act coverage		
OTHER INSURANCES	REQUIRED LIMITS	
OTHER INSURANCES	REQUIRED LIMITS 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:	
OTHER INSURANCES	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	
	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: • \$ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a 'smooth' limit.	

7. 🗌 Installation Floater	 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)
8. Professional Liability and/or Errors and Omissions (E&O) Liability	Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. 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: • \$ Bodily Injury and Property Damage Each Occurrence • \$ General Aggregate
9. 🗌 Builder's Risk Insurance	 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: 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 afferded
	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:
10. 🔀 Cyber Liability	 \$Security Breach Liability \$Security Breach Expense Each Occurrence \$Security Breach Expense Aggregate \$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 designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.
11. 🗌 Hazardous Materials Insurances (as noted)	All coverage shall be afforded under either an occurrence policy form or a 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 <u>\$1,000,000</u> 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 <u>\$1,000,000</u>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 <u>\$1,000,000</u> minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.

	Amount aqual to the value of the contract subject to
	Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.
12. Hazardous Waste Transportation Insurance	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.
	All coverage shall be afforded under either an occurrence policy form or a 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:
	 Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> 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:
	 \$<u>1,000,000</u> 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	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	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 Watercraft 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: • \$ Each Occurrence • \$ General Aggregate • \$ Fire Damage Liability • \$ <u>10,000</u> Medical Expense, and
17. 🗌 Other (Please Specify)	 \$ Third Party Property Damage \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

BOND REQUIREMENTS

	BOND NEQUINEINENTS
18. Bid Bond	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.
	In lieu of the bond, the bidder may file an alternative form of security in the amount of \$0 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 Performance	A Payment and Performance Bond shall be submitted by Successful
Bond	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.
	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 Proposer, his agents, representatives, and employees; products and completed operations of the successful Proposer; or automobiles owned, leased, hired or borrowed by the successful Proposer. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees or volunteers.

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

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

2. Workers' Compensation and Employers' Liability Coverages

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

II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:

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

2. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

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

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

- **3.** The project's solicitation number and title shall be listed on each certificate.
- **4.** Successful Proposer shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
- 5. Successful Proposer agrees that should at any time successful Proposer fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this contract.
- **6.** The successful Proposer waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- **7.** The successful Proposer has sole responsibility for all insurance premiums and policy deductibles.
- 8. It is the successful Proposer's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Proposer shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or successful Proposer shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
- **9.** All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the successful Proposer's deductible or self-insured retention and to require that it be reduced or eliminated.

- III. Successful Proposer understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of successful Proposer's obligation to provide and maintain the insurance coverage specified.
- **IV.** The enclosed Hold Harmless Agreement shall be signed by the successful Proposer and shall become a part of the contract.
- V. Successful Proposer understands and agrees that the County does not waive its immunity and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.
- VI. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

[Remainder of page intentionally left blank]

INSURANCE STATEMENT RFP NO. 19-R071028JP

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

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

Return this signed statement with your bid or proposal.

SECTION 1. PURPOSE

1.1 OVERVIEW

Manatee County is in the process of replacing the current Audio-Visual (A/V) system for the Public Safety portion of the Public Safety / Traffic Management Center. The Audio-Visual systems will be upgraded for the following rooms; Emergency Operations Center (EOC), Emergency Communications Center (ECC), Manatee Sheriff's Office (MSO), ECC Conference Room, EOC Conference Room, Communications room, Media Monitoring Room, two Training Rooms, Emergency Medical Services (EMS) Conference Room, EMS Lab, Admin Conference Room, Kitchen and two standalone systems located at the Marine Rescue Building and the Animal Services Building.

The County intends to procure the A/V systems from a single vendor responsible for installation, interconnection, and integration of the components into a facility-wide A/V solution. The County requests several options as part of the RFP response to select the A/V solution best suited for the County's needs and within the projected budget.

The A/V systems to be provided as part of this project will enhance and improve situational awareness and decision-making that will take place daily within the emergency communications facility.

Proposer's should refer to the attached spreadsheet for planned locations of the A/V systems equipment and interfaces. Final location of equipment and interfaces will be decided with the successful Proposer.

SECTION 2. SPECIFIC REQUIREMENTS

2.1 OVERVIEW

2.1.1 General

The successful Proposer (hereinafter referred to as Contractor) shall provide all labor, materials and equipment to provide, install, configure, program, document, testing of the system and provide training on the equipment and configuration of the equipment. Contractor shall provide all cable, connectors, and termination hardware as indicated in this RFP and as required for a complete A/V systems installation. Contractor shall be responsible for determining quantities of all materials based on the information in this RFP. Contractor shall provide a turn-key solution.

Contractor shall be responsible for all structural, electrical and cabling changes needed to support to proposed system.

Contractor's work shall include installation, connection, and control of the following:

- Wall-mount video displays;
- Video wall processor(s);
- Installed sound reinforcement systems;
- Video teleconferencing system;
- A/V matrix switcher(s);
- A/V control system(s);

- Wall-mount control panels; and
- Integration with current assisted hearing systems for training rooms.

Contractor's A/V System shall include, but is not limited to the following:

- Interfacing with current CATV distribution equipment and cabling to extend service from the CATV service provider demarcation point to the matrix switcher, video wall processor, and video displays throughout the facility as needed;
- Interfaces, wiring, and cabling to connect laptops and personal computers (PCs) to the A/V and network infrastructure in the identified locations;
- All A/V wire, cable, connectors, faceplates, passive devices, and active devices required to provide a complete and operational system;
- All electrical additions to support the proposed system;
- All structural additions to support the proposed system.

2.1.2 A/V Control System

The A/V system solution shall be controlled from the central control system. Individual room control will be through wall-mount push button control panels, wall-mount touch-pad control panels, PC-based control software installed on County-furnished computers and wireless control panels and control software installed on tablet computers. The control system shall be from the same manufacturer as the matrix switcher or from an approved third-party vendor. The control system shall be programmed and configured to operate the systems in all areas simultaneously by multiple operators. The control system shall be operated from:

- Wall-mount push button control panels;
- Wall-mount touch screen control panels;
- Wireless touch screen control panels;
- Control software installed on County-furnished computers;
- Control application installed on County-furnished tablet computers.

Basic Control Panel Functions

Contractor shall ensure that all control panels provide the following minimum functions:

- Video display/television on-off;
- Channel selection;
- Volume up/down;
- Input selection (switcher, CATV, local input, etc.);
- System pre-sets.

Extended Control Panel Functions

In rooms and areas where video displays are connected to the matrix switcher, Contractor shall ensure that the control system provides the following additional functions:

- User/operator-configurable input (source) switching to designated individual or multiple outputs (monitors);
- Credential-based access to ports and control of the matrix switcher;
- Programmed preset configurations for each room and for the overall system;
- Simple interface for users to program/configure presets within each room as needed;

- Simple interface for users' individual inputs and outputs within each room as needed;
- Automatic "audio follows" video configuration, allowing output of audio to the local room audio system based on channel selection.

System Display Capabilities Matrix

Contractor shall ensure that the A/V system shall have the functionality to display all sources connected to the matrix switcher in all rooms.

In addition to the wall-mount control panel, A/V controller software shall be provided for two County-furnished computers in the following room:

• Emergency Operations Center (EOC) 1400

The A/V system in the rooms listed below shall be provided with access to inputs from all matrix sources. Access to information from EOC and ECC shall be permissions-based and vetted through users' individual login credentials. In addition to the wall-mount control panel, A/V controller software shall be provided for one County-furnished computer in each of the following rooms:

- Emergency Communications Center (ECC) 2800;
- ECC Conference Room 2507;
- EOC Conference Room 1403;
- Communications Room 1411;
- Training Room 2506 Side A;
- Training Room 2506 Side B;
- Emergency Medical Services (EMS) Conference Room 1206;
- Admin Conference Room 2000.

The A/V system in the room listed below shall be provided with access to inputs from all matrix sources. Access to information from EOC and ECC shall be permissions-based and vetted through users' individual login credentials. Control will be supported by a wall-mounted A/V control panel.

• EMS Lab 2200

System Display Capabilities Local

The A/V systems in the rooms listed below shall provide access from local inputs to be displayed locally. The Contractor shall coordinate with the County to identify location of local inputs. Control of inputs to the following video displays will be through the wall-mount control panel: In addition to the local connection the room shall also allow up to four displays to be connected simultaneously to the local display wirelessly using the Barco Clickshare or equivalent technology:

- ECC Conference Room 2507
- EOC Conference Room 1403
- Emergency Medical Services (EMS) Conference Room 1206
- Admin Conference Room 2000

The A/V systems in the rooms listed below shall provide access from local inputs to be displayed locally. The Contractor shall coordinate with the County to identify location of local inputs. Control of inputs to the following video displays will be through the wall-mount control panel.

- Training Room 2506 Side A
- Training Room 2506 Side B
- EMS Lab 2200
- Marine Rescue Building
- Animal Services Building

System Display Capabilities Cable

The A/V systems in the room listed below shall provide access for cable TV outside of the matrix. Control of inputs and channels to the following video displays will be through the wall-mount control panel:

• Kitchen 1500

Control Panel Locations

Contractor shall provide 7-inch wall-mount touch screen control panels in the following rooms:

- Emergency Operations Center (EOC) 1400;
- Emergency Communications Center (ECC) 2800;
- ECC Conference Room 2507;
- EOC Conference Room 1403;
- Communications Room 1411;
- Training Room 2506 Side A;
- Training Room 2506 Side B;
- Emergency Medical Services (EMS) Conference Room 1206;
- Admin Conference Room 2000.

Contractor shall provide wall-mount push button control panels in the following rooms:

- EMS Lab 2200;
- Kitchen 1500;
- Marine Rescue Building;
- Animal Services Building.

The A/V control system Design Basis products are as follows:

- Extron IPCP Pro Series, IP Link Pro control processors, IPCP Pro 550 with Link License, GC Pro system software, Extron Virtual Touch Panel Web-based control interface, Virtual Touch Link, and Extron touch screen and push button control panels;
- Crestron CP3 Series control processor, Crestron control system software, and touch screen and push button control panels;
- AMX NexLink NX control processor, AMX control system software and AMX touch screen and push button control panels; and
- Other as approved.
The Contractor shall provide all hardware, software, and interfaces required for a complete control system as indicated in this RFP document, and as otherwise required for a complete system. The Contractor shall provide touch screen control panels. Contractor shall coordinate with the County for the equipment and control device locations. Final installation location will need to be coordinated with the County prior to installation.

2.1.3 A/V Matrix Switcher

The planned solution for the EOC requires a 128 x 128 matrix switcher to connect source outputs to television monitors and audio system inputs throughout the facility. The matrix switcher may be a fixed port or modular design. Contractor shall provide the quantity of input and output modules to connect all devices, plus one spare input card and one spare output card (minimum of four ports each card) to facilitate repairs and/or system expansion.

Contractor shall ensure that the ECC matrix switch and controls be upgraded to match the new system. Current functionality of the ECC room will need to be mirrored with the new system.

The Marine Rescue Building and Animal Services Building shall each have its own standalone system.

The matrix switcher shall be configured/programmed to receive inputs from the following sources:

- EOC 1400 14 positions;
- ECC 2800 security cameras 2 positions;
- EOC Conference Room 1403 1 position;
- Communications Room 1411 1 position;
- CATV distribution six CATV digital converters;
- Traffic Cameras 5 inputs;
- EOC Camera's 2 inputs.

All other locations can be local only or inputs connected to the matrix switcher.

The County will work with Contractor for all sources and destinations for the A/V matrix switcher. The matrix switcher shall be configured/programmed to display A/V information to any wall-mount monitor in the rooms connected to the matrix switcher.

Design Basis products are as follows:

- Extron Matrix Series 128 x 128 matrix switcher with high-definition multimedia interface (HDMI) input/output cards;
- Crestron DM Series 128 x 128 matrix switcher with HDMI input/output cards;
- AMX DGX series 128 x 128 matrix switcher with HDMI input/output cards; and
- Other as approved.

Contractor shall provide fiber-based A/V switching system and components. Contractor is responsible for providing the proper equipment, cards, cabling, converters, and adapters to support their proposed solution.

2.1.4 Video Wall Processor(s) and Control

The Contractor shall provide a video wall processor system to display one or multiple images on the 12 x 4 video wall array in the EOC 1400. There shall be a minimum of 12 unique inputs at a given time. The video wall processor shall have the functionality to accept video inputs from the matrix switcher and displaying the content in any arrangement that may be required by the County. Contractor shall coordinate the specific arrangement of content with the County and program the video wall processor and control system with up to eight initial presets for use by the County. Contractor shall train the County to develop their own presets and make impromptu changes as needed while using the system.

Contractor shall also provide the capability of up to 4 unique inputs to be displayed on all other video walls.

Design Basis products are as follow:

- RGB Spectrum Omni Series video wall processor;
- RGB spectrum Galileo Series video wall processor;
- Christie TVC Series video wall processor;
- Cinemassive Alpha Series video wall processor; and
- Other as approved.

The video wall processor shall be controlled by the manufacturer's software application. The Contractor shall create video wall control graphic user interfaces (GUIs) and incorporate them into the A/V system control interface on the computer-based and touch screen controllers.

2.1.5 Video Teleconferencing System

The Contractor shall provide a video teleconferencing system in EOC Conference Room 1403 with the functionality of video teleconferencing (VTC) to outside agencies. The system shall be capable of receiving VTCs from outside entities and include the following:

- Provide one VTC camera, located at the front of EOC Conference Room 1403;
- The VTC camera shall be controlled only by the near end VTC control system;
- The VTC system shall be capable of showing all connected calls (far-end and near-end) images and content on the EOC Conference Room 1403 video display monitors;
- The VTC system shall have the functionality of and be programmed to move the image of the individual speaking (or originating system in control) to the center video display monitor when the individual is speaking. The remaining VTC systems images shall be arrayed on the side video display monitors;
- The VTC system shall have the functionality of having the "speaker-to-center" function turned on and off by the near end user in order to accommodate a multi-user discussion vs. a single presenter with question and answer format.

The County has purchased Cisco SX-20 codecs and Cisco (2) 5310 MCU for multipoint but has not deployed the system within the county. The proposed solution will need to integrate with the existing Cisco devices.

2.1.6 Video Displays

Contractor shall provide all video displays for the project. Contractor shall coordinate final mounting locations and heights of each television/monitor with the County and the building contractor prior to box and conduit rough-in.

In areas where the rooms are supported by an installed audio system, integral speakers are not required in the video displays. In areas where the video display or television will be the primary source of audio, Contractor shall provide side-mount speakers with a minimum output of 20 watts (W). Contractor shall provide an external amplifier, if necessary, to provide adequate sound levels in each room. Contractor shall provide alternates to installing external speakers in place of installed local audio systems in rooms as indicated in this document. All displays or television as indicated will be required to have a built-in QAM tuner for interfacing with a decrypted digital Cable TV signal.

Contractor shall provide commercial-grade displays for the video walls located in the following rooms:

- EOC 1400 Forty-Eight (48) 55-inch video display (12X4 Video Wall);
- Training Room 2506 Side A Four (4) 55-inch video display (2x2 Video Wall);
- Training Room 2506 Side B Four (4) 55-inch video display (2x2 Video Wall);
- ECC Conference Room 2507 Nine (9) 55-inch video display (3x3 Video Wall);
- EOC Conference Room 1403 Four (4) 55-inch video display (2x2 Video Wall).

Design Basis products for commercial-grade video displays are as follows:

- Sharp LC Series LED HDTV ;
- Sharp PN Series LED HDTV;
- NEC E Series LED HDTV;
- Samsung LH Series LED HDTV;
- Other as approved.

Contractor shall provide commercial or consumer-grade video displays and televisions in all other offices, conference rooms, and open areas, as long as the video displays can be controlled by the system. Minimum sizes are listed below:

- EOC 1400 Six (6) 90-inch video displays;
- EOC Conference Room 1403 One (1) 70-inch interactive display;
- EOC Conference Room 1403 Two (2) 55-inch video displays;
- Communications Room 1411 One (1) 55-inch video displays;
- Emergency Medical Services (EMS) Conference Room 1206 One (1) 90-inch video displays;
- Admin Conference Room 2000 One (1) 90-inch video displays;
- EMS Lab 2200 One (1) 55-inch video displays;
- Kitchen 1500 One (1) 55-inch video displays;
- Lobby 0003 One (1) 55-inch video displays;
- Marine Rescue Building One (1) 90-inch video displays;
- Animal Services Building One (1) 90-inch video displays.

Design Basis products for consumer-grade video displays are as follows:

• LG Electronics LN Series LED HDTV;

- Samsung FH Series LED HDTV;
- Sony W Series LED HDTV;
- Sharp Aquos HD Series LED HDTV;
- Other as approved.

2.1.7 Video Display and Television Wall-mounting Brackets

Contractor shall provide wall-mount brackets at each video display monitor/television location. Contractor shall provide wall-mount brackets appropriately sized for the video display monitor or television to be installed. All wall mounts shall allow the television to be moved away from the wall for servicing connections and equipment installed behind the video display monitor or television. Pan and tilt capabilities shall be provided for video display monitors or televisions installed high on the walls or similar location where the monitor must be adjusted to achieve proper viewing angle. All video display monitors as part of a video wall or video array shall be provided with wall mounts permitting the video display monitors to be pulled away from the wall for maintenance of connections and equipment installed behind the video display monitor and shall allow fine adjustment for alignment of the video display monitors edge to edge.

Design Basis products are as follows:

- Chief LTMU Series wall-mount brackets;
- Tripp-Lite DW Series wall-mount brackets;
- Peerless-AV DS Series wall-mount brackets;
- Other as approved.

2.1.8 HDMI-to-Fiber Converters

Contractor shall connect video displays and sources to the matrix switcher over fiber as required by the manufacturer of the converters. Contractor shall provide HDMI-to-fiber converters as required, in order to connect the matrix switcher inputs to the source equipment, and the outputs to the destination equipment as required.

Contractor is responsible for providing the proper equipment, cards, cabling, converters, and adapters to support their proposed solution.

2.1.9 Audio Systems

Contractor shall provide a local sound reinforcement and audio distribution system (audio system) for the following rooms:

- EOC 1400;
- EOC Conference Room 1403;
- Communications Room 1411;
- ECC 2400;
- Training Room 2506 Side A;
- Training Room 2506 Side B.
- Speakers in existing rooms may be reused if appropriate. Contractor shall verify if the current speakers are usable.

The remaining rooms will use the speakers of the video displays and televisions for local audio distribution. The volume and active input shall be controlled through the wall-mount control panels, PC-based control panels in the rooms so provisioned, or by the local wireless remote where no wall-mount control panel is provided.

Contractor shall propose products appropriate to the application for each room:

- EOC 1400 applications:
 - o Local sound reinforcement
 - o Audio from local source(s)
 - o Audio from selected program content
- ECC 2400
 - o Local sound reinforcement to desktop speakers and head sets
 - o Audio from local source(s)
 - o Audio from selected program content
- EOC Conference Room 1403
 - Local sound reinforcement
 - o Audio from local source(s)
 - o Audio from EOC 1400
 - o Audio from selected program content
- Communications Room 1411
 - o Local sound reinforcement
 - o Audio from local source(s)
 - o Audio from EOC 1400
 - o Audio from selected program content
- Kitchen 1500
 - o Local sound reinforcement
 - o Audio from local source (TV)

Design Basis products are as follows:

- Processors and/or mixers BiAmp, or as approved;
- Amplifiers Crown CDi Series, QSC Cx Series;
- Speakers JBL Control Series, Community D Series, or as approved;
- Microphones Shure, Audia-Technica, or as approved.

Contractor shall provide all wire, cable, connectors, adapters, etc., required for complete and operational systems. Contractor shall provide any casework-mounted rack rail system as needed.

Contractor shall coordinate the planned locations of the A/V systems equipment and interfaces with the County.

2.1.10 Camera System

Contractor shall provide two CCTV cameras in the EOC 1400. The output from these cameras shall be able to display as part of the AV matrix as well as injected into the current cable distribution system.

2.1.11 Broadcaster Distribution System

Contractor shall work with the Public Information Officer and local broadcast TV to identify the proper cabling to allow remote camera to connect to the outside media polls that are currently in place. The current system does not have the proper connections at both ends to support the broadcasters. Contractor will be responsible for terminating the existing cabling and that the system is functional to support remote camera connections from Media Room 1100 to the external pedestals.

2.1.12 Equipment Cabinets

Contractor shall provide equipment cabinets as required to house the A/V systems equipment provided as part of this project and furnished by the County. Contractor shall size the cabinets as required to suit the location and application of the system to be installed. Contractor shall provide equipment cabinets as required to support locally installed equipment. The County preference is to install as much equipment remotely as possible. The selected Proposer will need to indicate all space required for required solution.

Design Basis products are as follows:

- Casework-mounted Middle Atlantic Products SRS or SRSR Series frame rack, or as approved;
- Floor-mounted Chatsworth Middle Atlantic Products WMRK Series cabinet, Lowell LGR Series cabinet, or as approved.

Each cabinet shall be provided with the following:

- Locking doors (keyed alike);
- Shelves, panels, and hardware to mount all equipment;
- Wire and cable management;
- 1-inch x 12-inch x ¼-inch (minimum) ground bar;
- Louvers, vents, and/or fan assembly as required to properly cool the installed equipment.

Contractor shall coordinate the final dimensions of each cabinet with the County.

2.1.13 Tabletop Connection Inputs/ Hatches Coordination

Contractor shall provide connectivity at locations as coordinated by the County. Contractor shall configure individual table hatches, connectors, devices, device plates, and connecting cords according to the requirements at individual seating positions. Contractor shall install all AV cabling for the table hatches.

Cables, connectors, and hardware shall be provided by Contractor as required to provide connections from laptops and tablet computers to local video display monitors and televisions from locations identified by the County. All connections shall be terminated in the floor boxes/wall boxes and extended to the table top hatches. Patch cords and connectors shall be provided to connect floor-mount boxes to the table-mount boxes, including A/V and network

cords. One 6-inch cord from each connector in the table box shall be provided to connect to end-user equipment. Device plates, devices, and terminations shall be provided for each connector in all table hatches.

Installation of table hatches provided as part of this project shall be coordinated with the County.

2.1.14 Cables

Contractor shall provide all installed cables, patch cables, equipment cords, and work area cords. Contractor shall provide all converters needed to transport signals from the source to the matrix switcher. A solution employing shielded Category-rated cables and converters is preferred, to provide the County with flexibility of transmission protocols when upgrading the system in the future. All cables installed as part of this project shall be rated for installation in an air return plenum and shall be marked in accordance with the requirements of National Fire Protection Association (NFPA) 70, *National Electrical Code*[®] (e.g., CMP, CL2P, CL3P, CATVP).

It may be possible to reuse some of the existing cabling for A/V inputs and video displays. Contractor shall provide the county two prices. One with reusing existing cabling where appropriate and a second pricing from replacing existing copper cabling with fiber.

A/V Matrix Switch Cabling

Contractor shall provide fiber cables (or cables as specified by the A/V matrix switcher manufacturer) from the A/V equipment rack to the monitor and workstation outlet locations as required by a Proposer's solution. Contractor shall provide patch panels, jacks, and patch cords as required to connect all equipment for the A/V distribution and switching system. Fiber cables, patch panels, jacks, and patch cords shall meet or exceed the performance characteristics of fiber cable, as specified in the latest revision of American National Standards Institute/Telecommunications Industry Association/Electronics Industries Alliance (ANSI/TIA)-526, Optical Power Loss Measurements of Installed Multimode **Fiber** Cable Plant, or as required by the A/V matrix switcher manufacturer.

Video Wall Cabling

Contractor shall provide cables from the A/V equipment rack to the video wall. Cables shall be as required by the proposed video wall processor and video display interface requirements. Where fiber cable are installed, Contractor shall provide patch panels and outlet jacks, patch cords, and equipment cords in order to maintain the installed cable system.

Audio and video cables not directly covered under the 568-B standard shall be installed in accordance with the recommendations of the 568-B standard to maintain a uniform installation throughout the facility (e.g., installed along or in established cable pathways and raceways; cable support requirements).

CATV Distribution System

Contractor shall provide Series-6/RG-6 coaxial from CATV taps in the telecommunications spaces to:

- Each display monitor location as needed;
- Six (6) coaxial cables to the A/V matrix switcher location.

Coaxial cables shall be quad-shield coaxial cable with a copper-clad steel center conductor and quad (100 percent foil, 60 percent braid; 100 percent foil, 40 percent braid) shield. Contractor shall provide F-series connectors appropriately sized to fit the installed cables. Contractor shall provide F-series female-female adapters at each outlet. Cables shall connect directly to the taps in the equipment room or in the ceiling.

Contractor shall obtain digital CATV converter boxes for each television and display monitor requiring direct connection to the CATV service.

Contractor shall provide CATV amplifier taps, directional couplers, connectors, terminators, etc., as required to extend the CATV service from the demarcation point to the video display and television locations as required.

Design Basis products are as follows:

- Distribution active and passive electronics Blonder-Tongue, Toner, or as approved;
- Coaxial cable CommScope Series 6, or as approved.

Cable System

Contractor shall provide cables as required to connect the matrix switcher, HDMI-to-fiber converters, and computers and televisions/monitors over the fiber cable infrastructure. The successful Proposer shall provide all cables, connector faceplates, patch panels, device plates, connectors, adapters, patch cords, equipment cords, etc. as required to connect, test, and operate the proposed A/V systems solution. Cables shall include, but are not limited to, the following:

- Optical fiber cable, plenum-rated (as required by a Proposer's solution);
- Quad-shield RG-6 coaxial cables;
- HDMI cables and cords;
- RG-6 coaxial cords;
- Speaker cables;
- Microphone cables;
- Control cables.

The County has a color-coding system for their installed network cables. Contractor shall coordinate specific color coding for all cables installed as part of this project. Contractor shall provide these cables in the colors coordinated with the County. The color of conventional A/V and CATV systems cables may be coordinated, however these cables are typically limited to color choices and may be provided in the standard available color for each type.

2.2 GENERAL INSTALLATION

Contractor shall coordinate timing and performance of systems installation and testing with the County.

Contractor shall:

- Coordinate the timing of the A/V system wire and cable installation;
- Provide installation of wire and cable for the system in existing raceways to the extent possible;
- Provide additional raceways as required to complete the system installation;
- Provide electrical metallic tubing (EMT) conduit sleeves through all wall penetrations;
- Provide Underwriters Laboratories (UL)-listed firestop systems at all wall penetrations through fire- and smoke-rated structures;
- Provide acoustical batting at all through-wall penetrations in non-rated structures.

Contractor shall:

- Connect all A/V systems equipment and hardware in ECC 2400, MSO 2500 and EOC 1400 and Systems Equipment to the single-point facility ground.
 - All equipment racks and cabinets shall be ground to the nearest room ground bus with a #6 American wire gauge (AWG) stranded copper bonding conductor, at a minimum;
 - All equipment in the A/V equipment racks shall be bonded to a rack-mount bus bar with a #12 AWG solid copper bonding conductor, at a minimum;
 - All exposed metal parts of the A/V system, including mounts and hardware, shall be bonded to the room grounding bus with a #6 AWG stranded copper bonding conductor, at a minimum;
 - All bonding conductors shall be sized in accordance with the recommendations of Motorola R56[®], Standards and Guidelines for Communication Sites, and Alliance for Telecommunications Industry Solutions (ATIS)/TIA-J-STD-607-A, Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications, latest revisions.

Contractor shall coordinate specific control system operational and functional requirements with the County prior to the start of configuration and programming. Specific control screen layout, operation, function, and graphics shall be coordinated with the County prior to the start of configuration and programming.

Contractor shall connect, configure, and program the A/V system matrix switcher and A/V controller to the County's network for access and control of the A/V system equipment over the County's network. All Internet Protocol (IP) addressing shall be coordinated with the County prior to programming the A/V systems. All IP addresses for the A/V systems shall be private, inside the firewall.

Contractor shall program the A/V matrix switcher and A/V control systems, and coordinate all A/V systems network requirements, configuration, and programming with the County's network Installer. Contractor shall provide network configuration and programming information.

All work shall be installed in a neat and workmanlike manner. Cable and component installation shall be in accordance with the manufacturer's recommendations and the recommendations of the following:

- Building Industries Consulting Services International (BICSI), *Information Technology Systems Installation Methods Manual*, latest edition;
- ANSI/BICSI 005-2013, Electronic Safety and Security (ESS) System Design and Implementation Best Practices;
- ANSI/National Electrical Contractors Association (NECA)/BICSI 568-2006, Standard for Installing Commercial Building Telecommunications Cabling;
- NECA/BICSI 607-2011, Standard for Telecommunications Bonding and Grounding Planning and Installation Methods for Commercial Buildings;
- Motorola R56[®], Standards and Guidelines for Communication Sites;
- ATIS/TIA J-STD-607, Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications.

2.3 SYSTEM TESTING

Contractor shall test all installed equipment and systems upon completion of the installation. Contractor shall coordinate system test parameters with the County prior to the start of testing.

Contractor shall demonstrate to the County proper operation, basic configuration changes, control operations, and maintenance requirements for all installed equipment and devices. Proper operations shall include successful operation of the matrix switching system, including all presets programmed by the Proposer.

Contractor shall:

- Demonstrate successful operation of each individual room A/V system;
- Demonstrate successful operation of the A/V matrix switcher;
- Demonstrate successful operations of the A/V control system.

A successful test shall be determined when the operational and functional requirements (as determined by the Proposer in coordination with the County) are demonstrated to the satisfaction of the County.

2.4 SYSTEM TRAINING

Contractor shall provide training in the setup, connection, and operation of all system components and equipment.

Contractor shall provide training in the operation and configuration of the A/V matrix switcher and A/V control systems including, but not limited to, the following:

- Operation of the control panel and/or control panel interface;
- Basic operation and configuration of the A/V matrix switcher;
- Adding and deleting channels/content to the A/V switch;
- Adding and deleting display monitors to the A/V switch;
- Operation and control of all connected devices in each individual room;
- Operation and control of the matrix switcher from each individual room.

The County requests that Contractor provide training on the A/V systems as part of a County activation exercise in the new facility. Contractor shall provide technician level and basic systems operation training to County designated individuals at a time preceding the activation exercise. Contractor shall provide a trainer or training team on-site for one full 8-hour day to provide hands-on training of systems operations during the activation exercise.

2.5 SYSTEM DOCUMENTATION

After contract award, Contractor shall provide complete build-to drawings for review with the County prior to the start of equipment procurement. As part of the system documentation, Contractor shall meet with the County and further develop the programming and configuration requirements indicated in this RFP. Contractor shall develop graphic representations of the control system pages for review with the County prior to the start of system programming. The results of the meetings, follow-on discussions, and approved page layouts and configuration shall be recorded as part of the system documentation.

At a minimum, Contractor shall provide the following documentation to the County prior to system acceptance:

- As-built circuit diagrams showing the logical and physical connections in each system;
 - o Identifying all equipment in each system;
 - Created in commercially available software such as Microsoft Visio or Microsoft PowerPoint;
 - o Provided in 8 ½-inch by 11-inch hardcopy and softcopy formats.
- Manufacturers' operation, warranty registration materials, and configuration manuals.
- All original programming of the A/V matrix switcher and control system, including, but not limited to:
 - o A recovery copy of the programming as complete, upon system acceptance;
 - o All software and hardware keys required to access the control system software and associated databases;
 - o All passwords and access codes required to access the A/V matrix switcher and A/V control systems software and hardware.

All software and custom programming shall become the property of the County.

2.6 SYSTEM WARRANTY AND MAINTENANCE CONTRACT

Contractor shall provide the County with a listing of all equipment with all warranty information for each piece the information shall include:

- MANUFACTURER
- WARRANTY PERIOD
- CONTACT INFORMATION
- LEVEL OF COVERAGE

The County understands that all equipment will have a manufacturer warranty associated with the equipment. Due to the critical nature of this system the County is also interesting in

proposals for extended warranty on all equipment and onsite support for the system in case of issues.

The vendor shall include a line item cost for maintaining the system outlining the different service level agreements that are available from the Contractor. Information included in the extended service shall include at a minimum:

- ENHANCED EQUIPMENT REPLACEMENT COVERAGE;
- SOFTWARE SUPPORT;
- LOCAL SUPPORT AVAILABILITY;
- ON-SITE RESPONSE TIME;
- RECOMMENDED SPARES LIST.

Room	Room Number	Display Type	Size	Matrix	Display Local	Direct Cable	Barco Clickshare	PC Computer	Matrix Inputs	Local Inputs	VTC	Camera
Public Safety Building												
Lobby (Marquee Board)	0003	LED TV	55"		Х			1		1		
Emergency Medical Services (EMS) Conference Room	1206	LED TV	90"	Х	Х	Х	Х			1		
Emergency Operations Center (EOC) Main Wall	1400	4x12 Video wall	55"	Х					14			2
Emergency Operations Center (EOC) Side Walls	1400	6 LED TV	90"	Х								
EOC Conference Room Main Wall	1403	2x2 Video Wall	55"	Х	Х	Х	Х		1	2	Х	
EOC Conference Room Side Wall	1403	Interactive LED with PC	70"	Х	Х	Х		1	1	2		
EOC Conference Room Side Wall	1403	2 LED TV	55"	Х	Х	Х						
Communications Room	1411	LED TV	55"	Х	Х				1	1		
Kitchen	1500	LED TV	55"	Х		Х						
Admin Conference Room	2000	LED TV	90"	Х	Х	Х	Х			1		
EMS Lab	2200	LED TV	55"	Х	Х					1		
ECC Conference Room	2507	3x3 Video wall	90"	Х	Х	Х	Х			2		
Training Room Side A	2506 A	2x2 Video Wall	55"	Х	Х	Х				1		
Training Room Side B	2506 B	2x2 Video Wall	55"	Х	Х	Х				1		
External Building												
Marine Rescue Building Conference Room		LED TV	90"	Х	Х	Х						
Animal Services Building Conference Room		LED TV	90"	Х	X	Х						

EXHIBIT 2 PROPOSAL RESPONSE

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

2.01 INFORMATION TO BE SUBMITTED

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

2.02 PROPOSAL FORMAT

<u>A.</u> The contents of the Proposal package must include one bound original, three (3) bound copy(s), and one electronic format copy. NOTE: Electronic copy(s) should be submitted on a USB drive or compact disc in Microsoft Office[®] or Adobe Acrobat[®] PDF format **in one file** that includes all required TAB sections shown below in a continuous file. Do not submit electronic format proposal(s) with separate files for each TAB section. Do not password protect or otherwise encrypt electronic format proposal(s). For more information regarding submission of proposals, refer to the Request for Proposals, Section A.03, Submission of Offers.

B. TAB 1 - INTRODUCTION

Include the following in Tab 1 of the proposal.

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

C. TAB 2 – MINIMUM QUALIFICATION REQUIREMENTS

In Tab 2 submit the information and documentation requested that confirms Offeror 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. The Proposer has provided Audio-Visual (A/V) services for at least three (3) clients since March 1, 2016 each of which included one of the following components: Audio Visual System Installation. Provide the following information for the 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)
- g) Components
- 3. Proposer Is NOT listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies.

No documentation is required. The County will verify.

4. Proposer is not on the Federal Convicted Vendor or Excluded Parties list (SAM/EPLS)

No documentation is required. The County will verify.

5. Proposer is not on the Florida Department of Transportation Contractor Suspended List

No documentation is required. The County will verify.

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

Proposer must complete Attachment C and submit with its Proposal attesting that it has not been convicted of a public entity crime or environmental law in the past five years.

7. If Proposer is submitting as a joint venture must file the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the Due Date and Time.

If Proposer is a joint venture, provide a copy of Proposer approved filing with the Florida Department of Business and Professional Regulation. If Proposer is not a joint venture, provide a statement to that effect.

8. Proposer has no reported conflict of interests in relation to this RFP.

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.

D. TAB 3 – FORMS

Provide the completed and executed Attachments shown below in Tab 3.

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

E. TAB 4 - TRADE SECRETS

Pursuant to Section A.27, Trade Secrets, in Tab 4 identify any trade secret being claimed. NOTE: Designation of the entire Proposal as "Trade 'Secret', 'Proprietary' or 'Confidential' is not permitted and may result in a determination that the Proposal is non-responsive and therefore will not be evaluated or considered. Proposer must submit purported trade secret information as follows:

- 1. Trade secret material must be segregated from the portions of the proposal that are not being declared as trade secret. NOTE: Trade secret requests made after the Due Date and Time are not allowed.
- 2. Proposer shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Proposer shall offer a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret.
- 3. Proposer shall provide an additional hard copy and electronic copy of its proposal that redacts all designated trade secrets.

F. TAB 5 - OFFEROR STATEMENT OF ORGANIZATION

In Tab 5, provide information and documentation as follows:

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

G. TAB 6 – PROPOSER AND TEAM'S EXPERIENCE

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

- 1. Provide a summary of Proposer's background, size and years in business.
- 2. Provide Proposer's years of experience in Audio Visual (A/V) services, particularly for other government agencies, within Florida.
- 3. Identify and include information regarding experience and qualifications of Proposer's key staff (e.g., project lead, managers, supervisors) to be assigned to the services. Include a resume for each with the name of the firm(s) for their current and previous employers, their full names, professional credentials (e.g., certifications and/or licenses), and roles and duties which the individuals will provide to the County. Include the address of their current primary office location, email address and phone number.
- 4. Identify any proposed sub-contractors to accomplish the work. Include the name of the individual(s) to be assigned, and an overview of their experience and qualifications related to Audio Visual (A/V) services.
- 5. Describe any significant or unique accomplishments or awards received by Proposer or its subcontractors in previous similar services.
- 6. Provide a minimum of three client references for which Proposer has provided the proposed software and services, similar in scope as defined in this RFP, who are agreeable to responding to an inquiry by the County. References should include the following information:
 - a. Client name
 - b. Client address
 - c. Client contact name
 - d. Client contact phone and fax numbers
 - e. Client contact email address
 - f. Performance period (Award to 'Go-Live")

H. TAB 7 - SYSTEM CAPABILITIES, SPECIFICATIONS AND ON-GOING SUPPORT

In Tab 7, provide a detailed narrative of the of the proposed Audio-Visual (A/V) System to include the following:

- 1. Capabilities and functionality of system.
- 2. Detailed specifications of network requirements to implement system.
- 3. Proposers shall include complete lists of materials and equipment to be provided for the project as part of as part of their proposal. Proposers shall include manufacturer's product information for all materials and equipment as part of their proposal. Proposers shall provide logical diagrams showing their proposed solution and how it meets the requirements of this functional RFP as part of their proposal.
- 4. Suitability for the County's needs as defined in Exhibit 1.
- 5. Provide sample reports available from the proposed system.
- 6. Details of the Service Level Agreement(s) options for on-going support and maintenance that are available to the County.
- 7. Details of the location and hours of operation for the software technical support team and help desk.
- 8. Detail any user group activities conducted by Proposer that are for users.
- 9. Details of the on-going updates and upgrades to system software, including the expected frequency and how/when notices of updates are provided to customers.
- 10. The County requests several options as part of the RFP response to select the A/V solution best suited for the County's needs and within the projected budget. The County reserves

the right to negotiate the work to be included in the final project with one or more Proposers.

- 11. The design basis products listed in this RFP are intended to set a minimum performance level for the equipment to be provided as part of this project. Proposers are encouraged to propose products of similar quality and performance to the named products.
- 12. Proposers are also encouraged to propose higher-quality and higher-performance products at a similar price point to the named products. Products of lesser quality and performance should not be included unless the Proposer provides substantiation that a lesser-quality or lesser-performance product will perform as well as the named products at a substantial cost savings to the County.
- 13. Detail what training will be provided to County staff and how the training will be delivered.

I. TAB 8 – CAPACITY AND APPROACH

Provide Proposer's capacity and approach in Tab 8 to include the following:

- 1. Provide a summary overview of the proposed approach and methodology for engaging with County representatives while in the course of providing services.
- 2. Details of implementation plan and schedule.
- 3. Details of Offeror's staffing resources, at the location that will provide services to the County as well as corporately; by discipline and the number of personnel within each discipline.
- 4. If Offeror's staffing resources includes sub-consultants, submit the name of the firm(s) who will perform each discipline. Detail how subcontractors will be used and to what extent.
- 5. If a joint venture is proposed, provide an affidavit attesting to the formulation of the joint venture and provide proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation in the project.
- 6. A detailed narrative of the training to be provided for County employees and the method by which training will be provided (e.g., instruction manuals. on-line instruction, on-site training, instructor led, self-paced).
- 7. Provide details of any ownership changes to Proposer's organization in the past three years or changes anticipated within six months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).
- 8. Describe protocols to ensure safe-keeping of County data.
- 9. Detail strategies for the continuity of operations during an emergency event.
- 10. Describe Proposer's strategies to ensure accessibility and availability of its corporate management team and support staff during the term of the Agreement.
- 11. An explanation, in general terms, Proposer's financial capacity to perform the scope of services. If Proposer is jointly filing a proposal with other entities, details must be provided to demonstrate financial capacity of each entity.
- 12. Provide a statement on company letterhead and signed by a company official authorizing a County auditor and/or financial analysts access to your financial records, including all records prepared by an independent firm, or the financial records of other entities for which you have ownership interest. Such access will occur at the primary location of the Offeror', or such other location as may be agreed, for the purposes of verifying financial representations, and/or to review and assess the historical and current financial capacity of Proposer 's business entity and its expected ability to meet ongoing financial

obligations related to the required services, if awarded a contract. If an audit is conducted, the County's audit and/or financial analysts will report their findings in a summary report to the Procurement Official, which will be placed in the proposal files for subsequent use, review, and discussions during evaluations.

13. Submit any additional information not previously requested which Proposer believes would assist County in the evaluation of Proposer's capacity and approach to provide the required services.

J. FEES PROPOSAL

Proposer should use the Fees Proposal form example on the following page for submitting its Fees Proposal. Submit one hard copy original and one duplicate hard copy of the Fees Proposal Form in a separate sealed envelope labeled "Fees Proposal" with the Offeror's name on the outside of the package or as an electronic file separate from Offeror's proposal response. Do not include copies of the Fees Proposal Form in the hard copy(s) or electronic format copy(s) of the proposal response. A/V equipment for each space shall be priced separately to allow the County to prioritize the spaces that will be part of the final project based on available budget.

FEES PROPOSAL FORM

Fees must be submitted as all-inclusive to provide Audio-Visual (A/V) services proposed by Proposer and in accordance with the requirements identified in the Scope as follows:

- Proposer shall provide a full detailed breakdown of the fixed firm cost for Audio Visual (A/V) services as defined in Exhibit 1. Proposal shall include all installed system costs, core system costs and should be itemized per room. A/V equipment for each space shall be priced separately to allow the County to prioritize the spaces that will be part of the final project based on available budget.
- 2. Define the on-going maintenance and support fees for year one and year two with details of any annual increases in such fees to Proposer's customers over the past three years. Maintenance cost shall be itemized per room.
- 3. Include details of all services that are included in the fee as well as services that are in addition to the standard fee and provide Proposer's fees for those additional costs not included in the standard fees.
- 4. Proposers shall include a price for the complete installation, connection, configuration, testing, documentation, and training of the systems defined in this RFP.
- 5. Proposers shall include all mobilization, labor, materials, supplies, and equipment, as required, to complete the work. Proposers shall include their agreement with the proposed project timeline or an alternate guaranteed start and completion date for the work. Proposers shall include their GSA Schedule contract number or State contract number.
- 6. Pricing shall be developed with the understanding that the work of the resulting contract will be performed as a single project, with all resulting work performed by a single vendor.
- 7. The pricing for this work shall be provided as separate prices to support the procurement process and to provide options to the County in selecting the solution that best suits the County's needs. Proposers shall provide line-item pricing for each pricing breakdown indicated below.

	ROOM	Itemized	Total	Maintenance	Maintenance
		Costing	Installation	Cost One Year	Cost Two Years
		per Room	Cost		
1.	AV Core Infrastructure				
2.	Lobby (Marquee Board)				
3.	Emergency Medical Services (EMS) Conference Room				
4.	Emergency Operations Center (EOC)				
5.	EOC Conference Room Main Wall				
6.	Communications Room				
7.	Kitchen				
8.	Admin Conference Room				
9.	EMS Lab				
10.	ECC Conference Room				
11.	Training Room Side A and B				
12.	Marine Rescue Building Conference Room				
13.	Animal Services Building Conference Room				
14.	Fiber wiring upgrade				

(END OF EXHIBIT 2)