



Indian River County Purchasing Division

1800 27th Street

Vero Beach, FL 32960

Phone (772) 226-1416

Request for Proposals

Project Name: Cabling, Hardware and Installation

RFP #: 2021029

RFP Opening Date: **March 9, 2021**

RFP Opening Time: **2:00 P.M.**

All Proposals must be received by the Purchasing Division, 1800 27th Street, Vero Beach, Florida 32960 prior to the date and time shown above. Late responses will be not be accepted or considered.

PLEASE SUBMIT:

(1) ONE MARKED ORIGINAL,

(3) COPIES OF YOUR BID, AND

ONE ELECTRONIC COPY AS A SINGLE PDF ON USB, CD OR EMAILED TO

PURCHASING@IRCGOV.COM PRIOR TO THE BID OPENING DATE AND TIME.

Refer All Questions to:

Email: purchasing@ircgov.com

REQUEST FOR PROPOSALS

RFP # 2021029

Cabling, Equipment and Installation

The Indian River County Board of County Commissioners is requesting proposals from qualified firms to supply requested manufacturer's equipment or fully equivalent equipment and installation in Libraries throughout Indian River County, pursuant to the terms, specifications, and conditions set forth within this RFP.

The new Network Infrastructure Equipment will enhance Indian River County Libraries' network, offering patrons a highly reliable experience.

The specifics regarding requested equipment and installation is located on Proposal Pricing Page.

Detailed specifications are available at: www.demandstar.com or by selecting "Current Solicitations" at <http://www.ircgov.com/Departments/Budget/Purchasing>.

A **mandatory** pre-solicitation meeting and site walk through will be conducted Wednesday, February 17, 2021, beginning at 10:30 a.m. in the location detailed in the Request for Proposals. No proposer will be allowed to sign in once the meeting has begun.

Receipt of one original and three (3) copies, plus one electronic copy of proposals by the Purchasing Division, 1800 27th Street, Building B, Vero Beach, Florida 32960 must occur by 2:00 p.m. on Tuesday, March 9, 2021.

The Board of County Commissioners reserves the right to accept or reject any and all submittals and to waive any and all informalities.

PURCHASING MANAGER
INDIAN RIVER COUNTY

For Release Monday, February 8, 2021

Scope of Services

1. INTRODUCTION

The Indian River County Board of County Commissioners is requesting proposals from qualified firms to supply requested manufacturers equipment or fully equivalent equipment, and installation in Libraries throughout Indian River County, pursuant to the terms, specifications, and conditions set forth within this RFP.

The new equipment will enhance Indian River County Libraries network in which patrons are afforded a highly reliable connection.

The specifics regarding requested equipment and cabling is located on Proposal Pricing Page.

TIME SCHEDULE:

The County will attempt to use the following time schedule that will result in selection of proposer(s).

February 8, 2021 - RFP issued

February 22, 2021 – All written questions and inquiries are due

February 23, 2021 – Anticipate answers submitted in form an email sent to participating vendors

March 9, 2021 - Proposals due no later than 2:00 PM

March 16, 2021 – Award Letter

Scope of Services

- Procurement of all equipment listed in RFP.
- Project Plan – Deliverable.
- Implementation – Configuration and Installation of all equipment listed in RFP.
- Configuration Documentation – Deliverable via Reports, Diagrams, ETC.
- Conduct User Acceptance Testing Plan – Deliverable
- Conduct User Training Plan – Deliverable.
- Confirmation of Project Completion by all Stakeholders with official sign-offs – Deliverable.

Requested Equipment Minimum Standards or Equivalent: If submitting a better than equivalent option, please specify in the pricing notations and provide specifications indicating justification.

1. All equipment will be installed in Libraries within Indian River County. Installs will be scheduled with the bid winner as they need to be installed on a rotating after-hours basis.
2. A mandatory vendor meeting and site walk through will be conducted Wednesday, February 17, 2021 locations and times are as follows:

Indian River County Main Library 10:30-11:30

1600 21st Street

Vero Beach, FL 32960

Phone: (772) 400-6335

Brckett Library -12:00-1:00

Indian River State College
Mueller Campus
6155 College Lane
Vero Beach, FL 32966

Break for lunch 1:00-2:00

North Indian River County Library 2:30-3:30

1001 Sebastian Boulevard
Sebastian, FL 32958
Phone: (772) 400-6360

Fellsmere and **Gifford Libraries** are small and only have one switch we will provide a short video.

Proposals will NOT be accepted from vendors that do not attend this mandatory meeting and walk through. A sign-in sheet will be available for the vendor representative to sign. Vendors should be prepared to take photos, measure distances, document questions to be submitted for answers in the addendum and record any other data that may need to complete their proposal.

INQUIRIES:

1. Any questions from Mandatory walk through or concerning conditions and specifications must be submitted via email and received by Purchasing Division, purchasing@ircgov.com , no later than 2:00 PM, February 27, 2021. Questions received in writing by the time and date specified herein will be answered in an email issued o/a March 1, 2021. Neither Purchasing Department nor any employee of the County is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in the written RFP document.
2. No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on the County.

USAC Requirement

1. Respondent(s) must be certified E-rate provider(s), shall have a "Service Provider Information Number" (SPIN) from the Schools and Libraries Division of the Universal Service Administrative Company and be responsible for complying with all rules and regulations of the E-rate program. This certification must be maintained throughout the term of the Agreement. Evidence of Respondent's certification and annual re-certification by the Federal Communication Commission/Schools and Library Division ("FCC/SLD") must be provided no later than thirty (30) calendar days following the start or renewal of an Agreement term. Failure of Respondent to maintain this certification, re-certify annually, or have certification revoked by FCC/SLD shall constitute a material breach and be subject to immediate termination at the discretion of the County. Further, Respondent shall reimburse the County for the full amount of any and all invoices resulting from the services provided by Respondent under prior or current agreement terms that do not get approval for reimbursement by the FCC/SLD because of Respondent's lack of certification, failure to re-certify or revocation of certification, as required by the FCC/SLD.
2. Respondent agrees to hold pricing and proposal terms following award through the issuance of Funding Commitment Decision Letters ("FCDL") by USAC. In the event that the County does not receive a positive funding commitment letter through initial submission or following an appeal or that the funding for this

request is discontinued, the County will have sole and exclusive right to revoke the award or proceed in advance of a positive FCDL. In the event that the County wishes to proceed with the goods and services with an alternate payment source, the Respondent and County will negotiate any changes separately.

3. Indian River County Board of County Commissioners is requesting that the vendor accepts the SPI, Service Provider Invoicing.

Project Deadline

The County seeks to have this project operational no later than June 30, 2022. Submit a Statement of Work detailing proposed completion/operational date which may be subject to potential penalties which may, at the County's discretion include termination or financial penalties if delay is due to Respondent, if not operational by the Respondent-provided timeline. The plan should include information on how the Respondent proposes to ensure a seamless transfer from the existing equipment with minimum downtime and no additional costs. The timeline should reflect information and planning in the event the project is disrupted due to severe weather or other Force Majeure events. Also indicate if there is any lead-time required from issuance of Purchase Order to start of project. Lastly, in the event of contract termination, describe the phase-down process to concurrently run services until transition is complete.

Bundled Services:

Any E-Rate ineligible products, services, or components bundled with eligible products or services must be listed separately from the eligible products or services. Prices for these ineligible products or services must be allocated out of the price for the eligible services; failure to do so can lead to rejection of the bid. Allocations must comply with USAC rules which specify that the allocation methodology must be based on tangible criteria and reach a realistic result. The County recognizes that some portion of the listed items may be ineligible for E-rate funding. To the extent that these items are included in the bidder's proposal, the County expects to pay the full amount of any such E-rate ineligible costs. (Note: If E-Rate funding is not fully available for any reason, the County, at its discretion reserves the right to defer or cancel any agreements entered into.)

RECOMMENDATION OF AWARD:

If and when a recommendation of award is determined by the County, notice of the County's recommendation of award will be electronically posted on the County's website at www.ircgov.com/departments/budget/purchasing under "Current Solicitations" and the "Expired" tab.

TERMS OF AGREEMENT: The term of this contract shall be from Award through Completion, estimated to be no later than June 30, 2022, and may, by mutual agreement between the County, and the awardee, be extended due to unforeseen circumstances or Acts of God. The work can't begin earlier than July 1, 2021

Submittal Instructions

Proposers shall submit the following:

Information to Be Submitted: Submit one marked original and three (3) copies, plus one electronic copy as a single pdf, submitted on USB drive, CD or delivered by email to purchasing@ircgov.com prior to the opening date and time. Submittals must include and are requested to be organized as follows:

- a. Firm Qualifications and Experience.
- b. Statement of Work, including timeline per “Project Deadline” paragraph on page 5.
- c. References from municipalities Contractor has provided the similar services for in the last five years. Please provide contact name, phone number, email address and project name.
- d. Price proposal.
- e. Litigation: List of all litigation cases during the past three (3) years in which the proposing firm has been a named party. Provide case number, case venue, and brief description of facts.
- f. Firm Information form
- g. Sworn statement on Disclosure of Relationships as per Section 105.08 of the Indian River County Code.
- h. Certification Regarding Prohibition Against Contracting with Scrutinized Companies
- i. Certification regarding lobbying
- j. Certification regarding debarment

Method of Selection: The County shall convene a Selection Committee of which the responsibility shall be as follows:

- a. Independently review and evaluate each Submittal
 1. Each Committee member shall evaluate each firm by assigning a number of points for each criterion, as established in the solicitation, and then totaling the number of points for all criteria.
 2. Each Committee member shall then rank the firms on the basis of the total number of points received for all criteria, with the firm receiving the most points being ranked # 1.
- b. As a "Committee of the whole", develop a combined ranking order of all Submittals meeting minimum qualifications. The ranking of firms shall be done in the following manner:
 1. The rankings received by each firm from all Committee members shall be totaled and divided by the number of Committee members, to produce an average ranking.
 2. The firm receiving the lowest average ranking (i.e. closest to # 1) shall be ranked the # 1 firm, and the process repeated until all firms have been ranked according to their average ranking.
 3. In the event of a tie, the ranking of tied firms shall be determined by a comparison of the total number of points received by each firm from all Committee members. The firm with the highest number of points will be awarded the higher ranking position.
 4. The Committee may discuss the rankings and their reasons behind them, and each member may modify their ranking of firms accordingly until the Committee is satisfied with the rankings.
 5. After interviews, and based upon information learned during the interviews, each Committee member will rank the firms in order of preference and a consolidated final Committee ranking established.
- c. The County may, solely at its own option, seek additional Submittals with this or a similar Submittal in the event the County, solely at its own option, determines that the quantity and/or quality of Submittals received is insufficient to meet the County's needs and/or that award of a contract arising from this RFP would not be in the public interest.

- d. The Committee shall forward its recommendations in accordance with the ranking to the Indian River County Board of County Commissioners, which shall, at its sole option, authorize negotiations of a contract pursuant to the requirements of Florida law.
- e. The Indian River County Board of County Commissioners possesses sole authority to award a contract for the services sought herein.

Criteria for Award:

<i>EVALUATION CRITERIA</i>	<i>EVALUATION POINTS MAXIMUM</i>
1. Firm qualifications/capabilities and similar projects	20
2. Statement of Work and Timeline	20
3. References	15
4. Price Proposal	40
5. Litigation History	5
TOTAL	100

General Instructions

Cone of Silence. Potential respondents and their agents must not communicate in any way with the Board of Commissioners, County Administrator or any County staff other than Purchasing personnel in reference or relation to this solicitation. This restriction is effective from the time of solicitation advertisement until the Board of County Commissioners meets to authorize award. Such communication may result in disqualification.

Sealed Submittals and Envelope Markings: All responses shall be submitted in a sealed envelope or box. The outside of the envelope shall be clearly marked with the Contractor's Name and Return Address, Proposal #, Title, Date of opening, and Time of Opening.

Opening Location: Responses must be received by the Purchasing Division at 1800 27th Street, Vero Beach, FL 32960, on or before the closing hour and date listed in the Request for Proposals. Proposals submitted after the stated time and date will not be accepted or considered.

Submission: Submit one marked original and five (5) copies of your Proposal, PLUS one electronic copy submitted on CD, USB drive or by email to purchasing@ircgov.com PRIOR to the due date and time for responses.

Taxes: Indian River County is exempt from any taxes imposed by State and / or Federal Government. Exemption Certificates, if required, are to be furnished by the successful Contractor and will be filled out by the County.

Indemnification: The Contractor shall defend, indemnify and hold harmless the County and its commissioners, officers, employees and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

Public Access: The Contractor shall comply with Florida's Public Records Law in accordance with the provisions of Chapter 119, Florida Statutes. Specifically, the Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service. The Contractor shall provide the public with access to public records on the same terms and conditions that the County would provide the records at a cost that does not exceed the costs provided in Chapter 119 or as otherwise provided by law. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. The Contractor shall meet all requirements for retaining public records and transfer, at no cost, to the County, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

Public Entity Crimes: Pursuant to Florida Statutes Section 287.133(2)(a), all Contractors are hereby notified that 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 bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in

Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Suspension and Debarment: Indian River County will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Scrutinized Companies Lists: The Contractor certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of respondent as defined by Florida law are not 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 Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The County may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. County may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies, that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached "Certification Regarding Prohibition Against Contracting With Scrutinized Companies." Failure to return this executed form with submitted bid/proposal/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

Non-Discrimination: Indian River County will not knowingly do business with vendors or contractors who discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to the County, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the County's Title VI/Nondiscrimination Coordinator through the office of the County Attorney.

E-Verify: Contractor must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees, as required by Section 448.095, F.S. Owner, contractor, and subcontractors may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Contractor is responsible for obtaining proof of E-Verify registration for all subcontractors/subconsultants. This requirement applies to any provider of services or goods.

Local Preference: Indian River County has no local ordinance or preferences, as set forth in section 255.0991(2), Florida Statutes, in place, therefore no preference prohibited by that section will be considered in the acceptance, review or award of this solicitation.

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

Interpretations: No oral interpretations will be made to any Contractor as to the meaning of the RFP documents. Every request for such an interpretation shall be made in writing, addressed and forwarded to Indian River County (purchasing@ircgov.com) ten (10) or more days before the date fixed for opening of the RFP. The County shall not be responsible for oral interpretations given by any County employee. Every interpretation made to Contractors will be in the form of an Addendum, which if issued, will be sent promptly as is practical to all persons to whom RFP documents have been issued. All such Addenda shall become part of the RFP documents. Further, it shall be the responsibility of each Contractor, prior to submitting their Proposal, to contact Indian River County's Purchasing Division at (772) 226-1416 to determine if addenda were issued and to make such addenda a part of their Proposal.

Applicable Law and Venue: Contract(s) resulting from this RFP and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., for any terms and conditions not specifically stated in this solicitation and resulting agreement. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Contract shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

Conflict of Interest: Any entity submitting a bid, proposal, qualifications or entering into a contract with the County shall disclose any relationship that may exist between the contracting entity and a County Commissioner or a County Employee. The relationship with a County Commissioner or a County Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild*. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a County approved form. Failure to submit the form will be cause for rejection of the bid or proposal.

Prohibition Against Contingent Fees: If a contract is entered resulting from this request for qualifications, it shall include a prohibition against contingent fees statement, as required by FS 255.087.

Right to Protest: Any actual or prospective responding Contractor who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the Purchasing Manager in writing within seven (7) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Purchasing Manager shall promptly issue a decision in writing, after consulting the Department and the Office of the County Attorney.

Awards: The County reserves the right to cancel the solicitation, reject any and all Proposals or waive any irregularity or technicality in submittals received. The County reserves the right to not make any award(s) under this solicitation.

Termination by the County: The County reserves the right to terminate a contract by giving thirty (30) days notice, in writing, of the intention to terminate, if at any time the Contractor fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for convenience of the County and / or with or without cause.

Compliance with Laws and Regulations: Contractor agrees that they will comply with all Federal, State, and Local Laws and Regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by this solicitation and resulting agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

Insurance:

The Contractor shall provide, prior to execution of the contract, the insurance required under this section for approval by the County. Firm's insurance shall be primary. The County shall be named as an additional insured for both General Liability and Automobile Liability. The awarded firm shall maintain the following limits of insurance during the term duration of this agreement.

General Liability

Each Occurrence \$500,000
Fire Damage-any one fire \$50,000
Medical Expenses-any one person \$5,000
Personal and Advertising Injury \$500,000
General Aggregate \$500,000
Combined Single Limit \$500,000

Automobile Liability – Combined Single Limit \$500,000

Worker's Compensation as required by the State of Florida

Each accident \$100,000
Each Disease – Each employee \$100,000
Each disease – policy limit \$500,000

The policy shall cover the firm, all employees, and/or volunteers, and all independent contractors, subcontractors and professional contractual persons hired or retained by contractor.

All above insurance policies shall be placed with insurers with a Best's rating of no less than A-VII. The insurer chosen shall also be licensed to do business in Florida. The insurance policies procured shall be "Claims Made" policies or as generally available on the open insurance market.

The Insurance Carriers shall supply Certificates of Insurance evidencing such coverage to the Indian River County Risk Management Department prior to the execution of this Agreement.

The insurance companies selected shall send written verification to the Indian River County Risk Management Department that they will provide 30 days written notice to the Indian River County Department of Risk Management of its intent to cancel or terminate.

Indian River County reserves the right to accept or reject any or all proposals in whole or in part and waive any and all any technicalities or irregularities.

FIRM INFORMATION

Communications concerning this statement of qualifications shall be addressed to:

Company Name			
Tax ID Number		W-9	Attached <input type="checkbox"/>
Contact Name		Phone	
Title		Email	
Address			

The following addenda are hereby acknowledged:

Addendum Number	Date

1. How many years has your organization been providing these services? _____

2. List State of Florida Registration Number(s): _____

3. List government agencies and private firm(s) with whom you have completed similar work:

Agency/Firm Name: _____

Address: _____

Contact Name: _____ Title: _____

E-Mail: _____ Phone: _____

Services Provided: _____

Dates of Service: _____

Agency/Firm Name: _____

Address: _____

Contact Name: _____ Title: _____

E-Mail: _____ Phone: _____

Services Provided: _____

Dates of Service: _____

Agency/Firm Name: _____
Address: _____
Contact Name: _____ Title: _____
E-Mail: _____ Phone: _____
Services Provided: _____

Dates of Service: _____

Agency/Firm Name: _____
Address: _____
Contact Name: _____ Title: _____
E-Mail: _____ Phone: _____
Services Provided: _____

Dates of Service: _____

4. Date Registered with e-Verify.gov: _____ Certificate # _____

5. List all litigation cases during the past three (3) years in which the Contractor has been a named party.

Use additional sheets, as necessary.

Year filed	Case number	Venue	Description

PROPOSAL PRICING – RFP # 2021029 – Cabling, Hardware and Installation

Proposer submits the following pricing for requested equipment or its equivalent:

Qty.	Part Number	Description	Individual Price	Expanded Price
495		Cat 6 Cable Runs		
4	SR4POST	Trip Lite or Equivalent		
7	SMC1500C	APC or Equivalent		
6	PDU1215	Trip Lite or Equivalent		
		Miscellaneous Hardware, example, Anchors, Rack screws/nuts, fiber jumpers, ethernet patch cables		
		Installation		

Any ineligible items must be separated out.

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown above all of the services specified in the RFP document, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Name of Firm

Address

Authorized Signature

City, State, Zip Code

Title

() -

Phone

Date Signed

E-mail

**SWORN STATEMENT UNDER SECTION 105.08, INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF
RELATIONSHIPS**

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

1. This sworn statement **MUST** be submitted with Bid, Proposal or Contract No. 2021029
for Cabling, Hardware and Installation

2. This sworn statement is submitted by: _____

(Name of entity submitting Statement)

whose business address is:

and its Federal Employer Identification Number (FEIN) is _____

3. My name is _____
(Please print name of individual signing)

and my relationship to the entity named above is _____

4. I understand that an “affiliate” as defined in Section 105.08, Indian River County Code, means:

The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the

entity, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a County Commissioner or County employee:

Name of Affiliate or entity	Name of County Commissioner or employee	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of 20, by _____ (name of person making statement).

(Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

☐ who is personally known to me or ☐ who has produced
_____ as identification.

CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

(This form **MUST** be submitted with your response)

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are 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 s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____

E-RATE CERTIFICATION FORM

Respondent(s) must be a certified E-rate provider, shall have a "Service Provider Information Number" (SPIN) from the Schools and Libraries Division of the Universal Service Administrative Company, and be responsible for complying with all rules and regulations of the E-rate program. Evidence of this certification will be demonstrated by the return of the most recent Service Provider Annual Certification (SPAC-Form 473) along with the SPIN information.

This certification must be maintained throughout the term of the contract. Evidence of Respondent's certification and annual re-certification by the Federal Communication Commission/Schools and Library Division ("FCC/SLD") must be provided as part of the proposal submission and no later than thirty (30) calendar days following the renewal of an Agreement term.

Failure of Respondent to maintain this certification, re-certify annually, or have certification revoked by FCC/SLD shall constitute a breach of contract. Further, Respondent shall reimburse the County for the full amount of any and all invoices resulting from the services provided by Respondent under the pending or current contract that is not reimbursed by the FCC/SLD because of Respondent's lack of certification, failure to re-certify or revocation of certification, as required by the FCC/SLD.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Respondent's Printed Name _____

Respondent's Signature _____

Respondent's SPIN _____

Date of last certification _____