



Indian River County Purchasing Division

1800 27th Street

Vero Beach, FL 32960

Phone (772) 226-1416

Invitation to Bid

Project Name:	Annual Bid for Telecommunication Systems Equipment, Material, Supplies, Maintenance, and Installation
Bid #:	2021003
Public Construction Bond	5% for individual work authorizations over \$100,000

Bid Opening Date: October 22, 2020

Bid Opening Time: 2:00 P.M.

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

PLEASE SUBMIT:

(1) ONE MARKED ORIGINAL,

(1) COPY 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

ADVERTISEMENT FOR BID

Notice is hereby given that the Indian River County Board of County Commissioners is calling for and requesting bids for the following:

Bid # 2021003
Annual Bid for Telecommunication Systems
Equipment, Material, Supplies, Maintenance, and Installation

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

Deadline for receipt of bids has been set for **2:00 P.M. on October 22, 2020**. Only bids received on or before the time and date listed will be considered. Bids should be addressed to Purchasing Division, 1800 27th Street, Room B1-301, Vero Beach, Florida 32960. All bids will be opened publicly and read aloud at 2:00 PM. Bids submitted after 2:00 PM on the day specified above, will not be opened or considered.

The Board of County Commissioners reserves the right to cancel the bid, accept or reject any and all bids in whole or in part and to waive any technicality or irregularity.

PURCHASING MANAGER
INDIAN RIVER COUNTY

Publish: For Publication in the Indian River Press Journal

Date: Sunday, September 27, 2020

Please furnish Tear Sheet, Affidavit of Publication, and Invoice to:

Indian River County
Purchasing Division
1800 27th Street
Vero Beach, FL 32960

Statement of No Bid

Should you elect not to bid, please complete and send this page by email (purchasing@ircgov.com), fax (772-770-5140) or by mail to Indian River County Purchasing, 1800 27th Street, Vero Beach, FL 32960.

Please select all of the following that apply. Our decision not to bid on the subject project was based on:

- Project is located too far from our base of operations
- Project value too low
- Project specifications unclear (please explain below)
- Material availability may be a challenge
- Our current schedule will not allow us to perform
- Unable to meet insurance requirements
- Other:
- Other:

General comments regarding the bid and/or plans and specifications:

Instructions to Bidders

Definitions

Bidder – Individual or entity submitting a bid in response to this Invitation.

Consortium – Indian River Fiber Consortium, which includes Indian River County, the City of Vero Beach and the Indian River County School District.

Contractor – The lowest, responsive, and responsible bidder(s) to whom Owner makes award.

County – Indian River County Board of County Commissioners

Owner – refers to the owner of the fiber assets, or other electronic equipment assets that are being serviced under any agreement or purchase order resulting from this solicitation.

General Terms and Conditions

Cone of Silence. Potential bidders/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 bid advertisement until the Board of County Commissioners meets to authorize award. Such communication may result in disqualification.

Interpretations: No oral interpretations will be made to any Bidder as to the meaning of the Specifications. Every request for such an interpretation shall be made in writing, addressed and forwarded to the Purchasing Division (purchasing@ircgov.com) ten (10) or more days before the date fixed for opening of the bids. The County shall not be responsible for oral interpretations given by any County employee. Every interpretation made to bidder will be in the form of an Addendum to the specifications, which if issued, will be sent promptly as is practical to all persons to whom specifications have been issued. All such Addenda shall become part of the specifications. Further, it shall be the responsibility of each bidder, prior to submitting their bid, to determine if addenda were issued and to make such addenda a part of their bid.

Permits, Impact and Inspection Fees. In accordance with Florida Statutes Section 218.80, the "Public Bid Disclosure Act", County as OWNER is obligated to disclose all license, permit, impact, or inspection fees that are payable to Indian River County in connection with the construction of the Work by the accepted bidder. The anticipated cost of the permit fees due to the Building Division is provided as a fixed line item on the bid form, specifically noted in the scope of work, or attached as an appendix to the invitation to bid. This amount does not include fees for any necessary re-inspection(s), which are the responsibility of the Contractor.

Variations to Specifications: For purposes of evaluation, *Bidder must indicate any variances from the specifications and / or conditions on the form provided with this Invitation to Bid.* Otherwise, it will be assumed that the product or service fully complies with the specifications. Items specifically described, as alternates shall be reviewed as an alternative bid to be considered by the County, in lieu of the primarily specified item(s). However, item(s) varying from the published specifications shall be considered substitutes, and the County reserves the right to consider or not to consider substitute bids. Substitutes shall be subject to disqualification if the County does not approve the substitution.

Sealed Bids and Envelope Markings: All bids must be submitted in a sealed opaque envelope. The outside of the envelope must be clearly marked with the Sealed Bid #, Title of the Bid, Date of the Bid opening, and Time of the Bid Opening and name of firm submitting.

Bid Submission: All bids must be signed with the legal Firm name and by an Officer or employee having authority to bind the company or firm by his / her signature. Bids must be submitted on forms provided by the County. The bid forms shall not be recreated. **Bids not submitted on the attached form(s) shall be rejected, as will bids submitted on rewritten or recreated bid forms.** Submittal of one marked original bid and one copy, plus one electronic copy as a single pdf is required unless otherwise instructed. Electronic bids emailed to purchasing@ircgov.com should have the subject "Sealed bid 2021003" so that it will not be inadvertently read or opened prior to the bid opening date and time.

Errors: When an error is made in the bid extension of generating total bid prices or in any other process of completing the bid, the original unit prices submitted will govern. Carelessness in quoting prices, or in preparation of the bid otherwise, will not relieve the bidder from performance.

Bid Rejection: Failure to comply with all the enclosed instructions may result in rejection of the bid.

Consideration of Bids: Verbal, emailed or faxed bids will not be considered.

Opening Location: It will be the sole responsibility of the Bidder to deliver their bid personally or by mail or other delivery service to "Indian River County Purchasing Division, 1800 27th Street, Vero Beach, FL 32960," on or before the closing hour and date shown for receipt of bids. Bids received in person or by mail after the stated time and date will not be accepted or considered.

Bid Security and Public Construction Bond: Bid security is not required. For individual projects for which cost exceeds \$100,000, OWNER may require a 100% Public Construction Bond prior to authorization to commence.

Irrevocable Offer: Bidder warrants by virtue of submitting a signed bid, that the prices quoted will remain firm and be considered an irrevocable offer for a period of sixty (60) days, during which time one or more of the bids received may be accepted by the County. The Board of County Commissioners shall deem the offer accepted upon approval.

Co-Operative Purchasing: It is the intent of the Invitation of Bid to secure goods or services to be used by Indian River County. However, by virtue of bidding, the bidder accepts the right of other Florida Governmental agencies to purchase from this bid, when appropriate. The successful bidder and the requesting Governmental agency, apart from Indian River County, shall handle any such purchases separately. Further, County assumes no liability for materials or services ordered by any other Governmental agency by virtue of this bid. Bidders that find this condition unsatisfactory should indicate this by showing exception on the Bid Form.

Non-Collusion: By signing and submitting the Bid Form, the Bidder certifies that,

- This bid has been arrived at by the Bidder independently and has been submitted without collusion, and without any agreement, understanding, or planned common course, or action with, any vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition, and
- The contents of the bid have not been communicated by the Bidder or its employees or agents to any person not an employee or an agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

- No attempt has been made or will be made by the Bidder to induce any other person(s) or firm(s) to submit or not to submit a bid for the purpose of restricting competition.

Public Entity Crimes: Pursuant to Florida Statutes Section 287.133(2)(a), all Bidders 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 consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida 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: County will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The bidder 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 bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. By submittal of a bid in response to this solicitation, bidder asserts neither it nor its principals is presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participation in this work by any Federal department or agency.

Scrutinized Companies Lists: The bidder 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: 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.

Conflict of Interest: Any entity submitting a bid or proposal 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 may be cause for rejection of the bid or proposal.

Withdrawal of Bids: A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time of opening of bids. If, within 24 business hours after Bids are opened, any bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that bidder may withdraw its bid and bid security will be returned. Thereafter, if the work is rebid, that bidder may be disqualified from further bidding on the work.

Supplemental Information: The County reserves the right to conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other relevant parties to perform and furnish the work. To demonstrate qualifications to perform the work, each Bidder must be prepared to submit, within 5 days of Owner's request, written evidence, such as financial data, previous experience, present commitments, and other such data as may be necessary to prove to the satisfaction of the Owner that the Bidder is qualified by experience to do the work and is prepared to complete the work within the stated time period. Failure to provide any requested information may result in the determination of the Bidder as non-responsible.

Awards: The County reserves the right to cancel the bid, accept or reject any and all bids in whole or in part, and waive any irregularity or technicality in bids received. When it is determined there is no competition to the lowest responsive, responsible Bidder, rebidding of the project is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. The County reserves the right to not make any award(s) under this bid.

Bid Protest: Any actual or prospective bidder or proposer 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 using Department and the Office of the County Attorney.

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

Energy Policy and Conservation Act: The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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.

Applicable Law and Venue: The resulting Agreement 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 within. 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.

Compliance with Laws and Regulations: Bidder 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 the 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.

Cancellation: It is the intention of the County to purchase material and / or services from sources of supply that will provide prompt and convenient shipment and service. Any failure of the supplier to satisfy the requirements of the County shall be reason for termination of the award.

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.

Public Record Law: Correspondence, materials, and documents received pursuant to this Invitation for Bid become public records subject to the provisions of Chapter 119, Florida Statutes. Should the Bidder assert any exemptions to the requirements of Chapter 119, Florida Statutes, and related statutes, the burden of establishing such exemption, by the way of injunctive or other relief as provided by law, shall be upon the Bidder.

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

Delivery and Completion Dates: Indicate delivery and completion dates. This may be a determining factor in the award of the bid. The County may, at its option, grant additional time for any delay or failure to perform hereunder if the delay will not adversely affect the best interests of the County and is due to causes beyond the control of the Bidder. Such grant must be in writing and made part of the resulting Agreement.

Assignment/Delegation: No right, obligation or interest in an awarded Agreement may be assigned or delegated by the Bidder without prior written consent of the County, without prejudice to County's other rights and remedies.

Affirmative Steps: CONTRACTOR must take the following affirmative steps to ensure minority business, women's business enterprises and labor surplus area firms are used when possible:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
2. Ensuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Indemnification: The successful Bidder(s) shall indemnify and hold harmless the County, and its commissioners, officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of the construction contract.

Records/Audit: The Bidder shall maintain books, records and documents pertinent to performance under this Invitation and any resulting Agreement in accordance with generally accepted accounting principles consistently applied. The County and the Florida Office of the Inspector General shall have inspection and audit rights to such records for audit purposes during the term of the contract and for three years following the termination of obligations hereunder. Records which relate to any litigation, appeals or settlements of claims arising from performance under this work or purchase shall be made available until a final disposition has been made of such litigation, appeals, or claims.

Public Access: The Bidder shall allow public access to all documents and materials in accordance with the provisions of Chapter 119, Florida Statutes.

Department of Homeland Security: If individual work authorizations are federally-funded, the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials shall not be used by the Bidder without specific FEMA pre-approval.

Default Provision: In case of default by the Bidder or Contractor, County may procure the articles or services from other sources and hold the Bidder responsible for excess costs incurred thereby, and may take such action, as it deems appropriate, including legal action for Damages or Specific Performance.

Licensure: Bidder must possess licensure as indicated in the Technical Specifications Scope of Work. Indian River County Code section 400.01(1) requires that "No person shall engage in the business of construction, contracting or subcontracting as regulated by Florida Statutes or in a [any] categories listed in **Appendix A to Ordinance No. 94-16 without a valid certificate of competency issued by the Indian River County Building Department** unless certified under Florida Statutes." Bidders who do not hold the appropriate licensure at the time of bid opening will be deemed non-responsive.

Insurance:

- **Owners and Subcontractors Insurance:** The Contractor shall not commence work until they have obtained all the insurance required under this section, and until such insurance has been approved by the owner, nor shall the contractor allow any subcontractor to commence work until the subcontractor has obtained the insurance required for a contractor herein and such insurance has been approved unless the subcontractor’s work is covered by the protections afforded by the Contractor’s insurance.
- **Worker’s Compensation Insurance:** The Contractor shall procure and maintain worker’s compensation insurance to the extent required by law for all their employees to be engaged in work under this contract. In case any employees are to be engaged in hazardous work under this contract and are not protected under the worker’s compensation statute, the Contractor shall provide adequate coverage for the protection of such employees.
- **Public Liability Insurance:** The Contractor shall procure and maintain broad form commercial general liability insurance (including contractual coverage) and commercial automobile liability insurance in amounts not less than shown below. The owner shall be an additional named insured on this insurance on this insurance with respect to all claims arising out of the operations or work to be performed.

<p>Commercial General (Public) Liability, other than Automobile</p> <p>\$1,000,000.00 Combined single limit for Bodily Injury and Property Damage</p>	<p>Commercial General</p> <p>A. Premises / Operations</p> <p>B. Independent Contractors</p> <p>C. Products / Completed Operations</p> <p>D. Personal Injury</p> <p>E. Contractual Liability</p> <p>F. Explosion, Collapse, and Underground Property Damage</p>
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<p>Automobile</p> <p>\$1,000,000.00 Combined single limit Bodily Injury and Damage Liability</p>	<p>A. Owner Leased Automobiles</p> <p>B. Non-Owned Automobiles</p> <p>C. Hired Automobiles</p> <p>D. Owned Automobiles</p>
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- **Proof of Insurance:** The Contractor shall furnish the owner a certificate of insurance in a form acceptable to the owner for the insurance required. Such certificate or an endorsement provided by the contractor must state that the owner will be given thirty (30) days written notice prior to cancellation or material change in coverage. Copies of an endorsement-naming owner as Additional Insured must accompany the Certificate of Insurance.

Delivery Requirements: Delivery of goods is “FOB Destination” unless delivery terms are specified otherwise in the specifications. If County agrees in writing to reimburse Seller for transportation costs, County shall have the right to designate the method of shipment. In either case, the title and all risk of loss of the goods shall remain with the Seller until the goods are received and accepted by the County. Rejected materials will be returned to Seller at the Seller’s risk and expense.

Descriptive Information: Descriptive literature including Specifications must accompany your bid. Manufacturer’s name and model numbers are used herein solely for the purpose of establishing a standard of design, quality, and use of the merchandise required. Products of other manufacturers will be acceptable if they meet or exceed established standards with the exception of those items specified “NO SUBSTITUTION”.

Manufacturer's Certification: County reserves the right to request from the Bidder a separate manufacturer's certification of all statements made in the bid.

Price and Discount Requirements: Quote net prices after deducting trade discounts. All discounts must be incorporated in the prices contained in the bid, and not shown separately. Invoices submitted must agree with the prices formally bid.

Direct Purchase: County reserves the option to purchase certain tangible materials necessary for the performance of the Contract, and thereby save the amount of the sales tax thereon by virtue of the Owner's status as a Tax Exempt Institution. For the purpose of these procedures, the Contractor will assign to the County any rights the Contractor may have under quotes, contracts or commitments received from the particular vendor or supplier for the materials described in the requisition. The invoiced amount of County Purchased Materials and applicable sales tax, had the purchases not been tax exempt, once finalized through the Owner's Purchase Order and after confirmation of completed delivery and acceptance, will be deducted from the Contractor's Contract price via Change Order.

Acceptance: Receipt of an item shall not be an indication that the items are acceptable. Final acceptance and authorization of payment shall be given after a thorough inspection indicates that the item is delivered in accordance with the Bid Specifications. Suppliers are advised that in the event the delivered item does not meet specifications, payment will be withheld until such time the supplier takes necessary corrective action.

Note: Any and all special conditions attached hereto, which may vary from these General Conditions, shall have precedence.

End of General Terms and Conditions

Scope of Work

Overview

Indian River County is soliciting this bid on its own behalf, but it is anticipated any award will also be utilized by the members of the Indian River Fiber Consortium (“Consortium”), which includes the County, the City of Vero Beach, and the Indian River School District.

Under this agreement, no work may be completed on any Owner’s assets without prior project-specific coordination with and authorization by that Owner.

Indian River County is soliciting sealed bids to establish firm fixed prices for telecommunication services from award through September 30, 2021, with two one-year renewals available.

The systems affected by this contract are sometimes critical to the operations of the County, including its emergency services. Bidders must be able to respond to emergency repairs as follows:

- ✓ Initial telephone / email response within one (1) hour of County’s initial contact
- ✓ Initial repair forces on-site within four (4) hours of County’s initial contact
- ✓ Equipment yard with supply of commonly used materials, tools, equipment, and vehicles within 50 miles of Indian River County.
- ✓ Technicians (minimum 2) and Installers (minimum 2) living or reporting to an office within 50 miles of Indian River County.

The term “Owner” in this solicitation refers to the owner of the fiber assets, or other electronic equipment assets that are being serviced under any order resulting from this solicitation. Indian River County is soliciting this bid on its own behalf, but it is anticipated any award will also be utilized by the members of the Indian River Fiber Consortium (“Consortium”), which includes the County, the City of Vero Beach, and the Indian River County School District. Under this agreement, no work may be completed on any Owner’s assets without prior project-specific coordination with and authorization by that Owner.

The County may, at its sole discretion, award sections to more than one bidder and may allocate work to any of the awarded bidders, based on considerations such as responsiveness, workload, material availability, size of work force, price, capability, quality of work, expertise, and past experience.

This is not an exclusive contract. The County may, at its discretion, secure the services of other vendors for the work content represented in this bid package. The County may also contract with vendors who have been awarded groups in this bid under other contract arrangements and price structures, such as in cases in which simple unit pricing is not the most advantageous method of procurement.

Requirements

Protection of Information

All information provided to the Contractor and its assigns in reference to work proposed or performed for the Owner, such as Corporate data network, ISP or OSP fiber optic infrastructure (topology, routes, segments, layout, or fiber connectivity points), Electronic Data, Printed Materials, GIS Shape Files, or Maps provided to the Contractor or any member of the Contractor’s organization, is of a Confidential and Security Sensitive Nature, per U.S. Homeland Security requirements. No information may be disclosed, disseminated, or otherwise allowed to be accessed by unauthorized personnel, without the specific written authorization of County and/or Owner.

Acceptance of a formal Non-Disclosure Agreement (NDA) is a prerequisite to commencement of work, regardless of the section(s) awarded in this bid. The attached Non-Disclosure Agreement must be submitted with your bid.

As-Built Drawings

For all work authorized under this bid document, it will be the responsibility of and a requirement for the contractor to furnish as-built information for each job or project completed, no matter the simplicity or complexity. This is a requirement of the Consortium agreement.

Simple as-built information should be understood to be a fiber optic splice plan drawing containing individual fiber optic strand connectivity information. The drawing shall indicate all changes made during the course of the work, including beginning and ending cable footage markings at locations where a new cable is installed, or where a new cable is connected to an existing cable, or as otherwise specified by the Owner, fiber optic cable manufacturer and stamped cable jacket information on new and existing cables being attached to, as part of the job or project, etc. This is information that would be gathered by the Contractor as a normal part of execution of the work. As-built information must be delivered electronically via e-mail or by FTP site, as directed by the Owner. There will be no separate or additional billing for this mandatory as-built information.

As part of the scope of work for certain projects, the Owner may request advanced as-built information, such as AutoCAD, Visio, or other County-approved drawing format, GPS Coordinate locates, or ESRI Shape Files. This work would be subject to a pre-approved price.

Because as-builts are part of the scope of work for each project, final payment will not be made to the Contractor until the drawings are received and approved by the Owner.

Materials

Unless expressly authorized and pre-approved in writing from an authorized representative of the Owner, all materials provided and installed by Contractor shall be factory new condition (not previously used, or recovered, refurbished, reconditioned, or otherwise repurposed fiber optic cable).

Additionally, the use of materials that have been subject to extensive storage and have a reduced life cycle should be minimized. Written authorization by the Owner shall be required prior to installation of any material that is more than two years old (based on stamped manufacture date). A request for such authorization must be made at least five business days before the material is scheduled to be installed.

Labor

Emergency restorations may require work times beyond the normally scheduled work day. Overtime labor rates, if pre-approved by the Owner, will be paid for emergency restorations requiring work before 6 AM or after 7 PM, or on an Owner-recognized holiday. No mobilization or travel expenses, to include travel time, may be charged. Bidders shall include the total cost to complete the services for each individual line item, and all hourly rates will only be paid from the time of arrival to the project site until time of departure. Technician travel time and standby technician time are not billable.

Bid and Project Pricing

Unit prices shall be entered on the enclosed Bid Form. It is unlikely that the work authorized in the contract period will specify all items listed. Items for which unit prices are being requested are those that the County anticipates may be used.

It should be noted that not all items described in the various sections have a corresponding billable entry in the Bid Form. These items are presented as information on the associated work content. Not all billable entries in the Bid

Form have a specific corresponding explanation in the sections, but should be easily understood. Any questions regarding these entries should be addressed as indicated in the Instructions to Bidders section.

For material, products, and equipment not identified in this bid package, time and material may be billed. Technical labor rates will be identified in Sections 851 and 852. The material charges for individual jobs may be presented to the Owner for advance approval as a % below catalog retail price. The Owner may, at its discretion, choose to provide all or a portion of the material for any undertaking authorized under this bid.

Where package prices are quoted in this bid (e.g. a fully spliced, terminated, cross-connected, and tested 12 fiber termination), the price will be reduced if part of the work content or material is deleted. Such changes in price must be demonstrated as being adequate and appropriate. In most cases, unit prices for the work content or material in a package price will be available in this document so that the portion of the work omitted is easily valued. In no case should the vendor invoice the Owner for work or material that, although it is a part of a package price, was not used or required on a particular job. Likewise, labor or material beyond what is normally in a package price may be invoiced as approved by Owner. Examples of this would be specialty hardware for mounting, or extremely unusual field conditions requiring specialty tools or labor well beyond the normal range. The vendor may refuse work if in the vendor's opinion the job would be beyond its capabilities, the job is unsafe to work, or the vendor's cost to do the job will exceed billable rates. However, bidders should not respond to portions of this bid if they do not have a reasonable expectation of being able to complete all of the work authorizations at the submitted unit price. Vendor compliance with these invoicing requirements shall be considered part of the vendor's overall project performance and will be considered prior to any renewal or extension.

Since technological changes in this discipline are rapid, products that exceed the specifications of what is depicted in this bid document may be substituted with approval by the County at the unit prices in this bid document. Where demonstrated to the County's satisfaction, unit prices may be adjusted annually by the Consumer Price Index-All Urban Consumers for the South Region ("CPI-U, South Region") or in rare cases by extreme fluctuations in manufacturers' pricing (e.g. rapid run-up in price of copper) – subject to County approval. The County will not unreasonably withhold approval of such increases that can be adequately verified. Request for such adjustment must be provided in writing, with supporting documentation, at least 60 days prior to the requested effective date of the change.

PROJECT REQUIREMENTS

Contractor may be required to obtain permits under this agreement from Florida Department of Transportation and/or Florida East Coast Railroad.

For security and CCTV work: Bidder must possess State of Florida Registered Specialty Contractor's license and be licensed by Indian River County.

Technical Specifications

The work is divided into five groups. Bidders are not required to bid on all groups, but must bid on **all items** within each group listed below. The groups are as follows:

Skill Set Group	Section(s)
1 Technical Labor	Technical Labor (County Specification 851)
2 OSP Construction Conduit, Pull Boxes and Junction Boxes	FDOT Standard Specifications for Road and Bridge Construction Section 630 FDOT Standard Specifications for Road and Bridge Construction Section 635
3 Fiber Optic Cable, Preterm Drops, Splicing Terminations.	FDOT Standard Specifications for Road and Bridge Construction Section 633
4 Multi-Pair Cables	FDOT Standard Specifications for Road and Bridge Construction Section 633
5 NexusWorx Application – Fiber Documentation	Technical Labor (County Specification 852)

All work and materials under this bid shall conform to:

- ✓ the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, latest edition
- ✓ FDOT Design Standards, latest edition, and the enclosed County Specifications.

County Specification 851 - Technical Labor

851-1 Description: The requirements contained herein address the procurement of fiber optic (FO), electronic, or system related labor and mobilization services for the Owner.

851-2 General Requirements: Furnish labor only in either hourly or lump sum units, as listed below to cover electrical, copper/wireless/fiber optic communications, electronics, and systems related work as requested by the Owner. This will include but not be limited to communication systems installation, splicing, repairs, testing, and troubleshooting, electronic testing, and troubleshooting, and equipment replacements or upgrades. The labor classifications listed below should generally be on-staff or readily available to your firm in some verifiable arrangement. The description of work that might be performed by someone in the following labor categories is typical. The technical educational and experience level is suggested and not necessarily required.

851-3 Electronics Technician: The individual in this position will interact with all Owner as well as other employees of the Contractor. Direction will be taken from the Contractor, Foreman or Superintendent. The Foreman or Superintendent reports to the Contractor on behalf of the Owner.

a) **Duties:** The duties of this individual include, but are not limited to the following:

- ✓ Review plans and specifications with Lead Technician, Area Manager, or Owner’s representative prior

- to assignment of technicians to a project
 - ✓ Maintain all splice/test equipment, keep equipment clean, advise of calibration dates
 - ✓ Report any/all equipment problems to the Equipment Manager
 - ✓ Make Lead Technician or Area Manager aware of material needs. Ensure owner required paperwork is submitted each day and ensure that data report is accurate
 - ✓ Update the Lead Technician or Area Manager with project status each day so scheduling can be adjusted based on progress
 - ✓ Assist with GPS locates
 - ✓ Must have a clear understanding and be able to install cable in aerial, underground, and inside plant environments. Must have an understanding of the operation of bucket truck, lasher, blower, and tugger – including slack requirements for cable. Must be capable of reading and comprehending project plans and specifications and the ability to apply this understanding in the field
 - ✓ Cable Management: Slack and proper routing, dressing cable in cabinet, vaults, manholes, pullboxes, Telecommunication / Network Equipment Rooms, hubs, and any/all accessible points
 - ✓ Prepping cable: Practice proper management in splice enclosures, termination cabinets to allow for re-entry for maintenance through the life of the cable plant. Prep for proper length of fiber for fan-out kits if applicable
- b) **Splicing:** Technician must be familiar with the Fusion Splicer being used for the fiber optic job or project, and not a first time splicer, unless under the direct supervision of the contractor's lead fiber splicer. The Fusion Splicer used for the owner's fiber optic installation and repair requirements must be an industry standard Fusion Splicer type, and compatible with Corning fiber optic cable / Corning optical glass specifications. Fusion splices performed must meet industry standard decibel (dB) losses per splice completed. Contractor is responsible for correcting any unacceptable fiber splices at their own expense.
- c) **Fusion Splicing:** Preparing, analyzing and reading FO splice diagrams, must be able to determine continuity on a system/project. Must be capable of reading and comprehending project plans and specifications with ability to apply this understanding to field conditions including:
- ✓ Follow manufacturer's set-up procedures for the fusion splicer. Select proper V-grooves for the size of fiber
 - ✓ Maintain a high level of cleanliness throughout the fusion splice process, so as not to degrade the optical splice connection due to dust, residue on the glass strands, or other foreign contaminants in the general vicinity of the fiber optic splice work being performed
 - ✓ Use proper techniques when taking buffer tubes into the splice enclosure or fiber optic termination panel. Simulate their placement in the tray to determine proper lacing of fibers in the tray
 - ✓ Prep and cut fiber as needed to ensure the fibers will lay properly in the trays
 - ✓ Bring all buffer tubes into the tray on the same end of the tray
 - ✓ Label buffer tubes and fibers inside the splice tray
 - ✓ Add Heat Shrink to all fibers in the buffer tube
 - ✓ Strip, clean and cleave fiber to proper length and angle
 - ✓ Splice must be below .03 dB to meet specifications when testing with an optical time domain reflectometer (OTDR) after placement of fusion heat shrink
 - ✓ Place splices in the tray in color code order
- d) **Testing:** Individual must be proficient in above procedures as well as the ability to develop and determine optical loss budget calculation. The individual must have the ability to OTDR test using the proper Index of Refraction (IOR), be knowledgeable in the operation of Light Source/Power Meter testing and industry standard labeling practices.
- e) **Troubleshooting:** Must be able to determine why a system is not operational-and solve the problem.
- f) **Knowledge, Abilities, and Skills:** Proficiency in applying best practices for industry regulations, rules while following state/local ordinances and industry standard structured cabling standards. Proficient with proper

installation, termination and testing of communication networks as detailed above while applying safety practices applicable.

- g) **Technical Education and Experience:** Two years of technical experience, or an equivalent combination of training and experience is preferred.
- h) **Licenses and Certifications:** Possession of a valid Florida Commercial Driver's License, Class B.

851-4 Cable Installer:

- a) **Duties:** The duties of this individual include, but are not limited to the following:
 - ✓ Perform aerial installation of fiber optic cable, span wire and necessary hardware
 - ✓ Perform underground installation of fiber optic cable and/or tracer wire
 - ✓ Perform down guy installation
 - ✓ Direct other Fiber Optic Cable Installer
 - ✓ Ability to read and comprehend plans
 - ✓ Perform equipment inspections
 - ✓ Follows direction of the Jobsite Foreman, Superintendent, and / or Area Manager for project schedules, materials, equipment, and crews
 - ✓ Possession of a valid Florida Commercial Driver's License, Class B
 - ✓ Work in all types of weather conditions is a requirement
 - ✓ Other duties as assigned by Management
- b) **Knowledge, Abilities, and Skills:** Proficiency in applying best practices for industry regulations, rules while following state/local ordinances and industry standard structured cabling standards. Proficient with proper aerial, underground and wireless installation of communication networks as detailed above while applying safety practices applicable.
- c) **Technical Education and Experience:** Two years of technical experience, or an equivalent combination of training and experience is preferred.
- d) **Licenses and Certifications:** Possession of a valid Florida Commercial Driver's License, Class B.

851-5 Duct Installer:

- a) **Duties:** The duties of this individual include, but are not limited to the following:
 - ✓ Install pull boxes and conduit (by plow-trench-bore methods)
 - ✓ Place fiber delineator markers
 - ✓ Ability to read and comprehend plans
 - ✓ Perform equipment inspections
 - ✓ Follows direction of the Jobsite Foreman, Superintendent, and / or Area Manager for project schedules, materials, equipment, and crews
 - ✓ Work in all types of weather conditions is a requirement
 - ✓ Other duties as assigned by Management
 - ✓ Possession of a valid Florida Commercial Driver's License, Class B
- b) **Knowledge, Abilities, and Skills:** Proficiency in applying best practices for industry regulations, rules while following state/local ordinances and FDOT duct placement specifications. Proficient with all Florida Sunshine One Call locate and notification activities; all underground trench-plow-bore installation procedures in support of both electrical and low voltage communication networks as detailed above while applying safety practices applicable.
- c) **Technical Education and Experience:** High School Diploma or the equivalent of a High School Diploma, and (1) one year of technical experience; or an equivalent combination of training and experience.
- d) **Licenses and Certifications:** Possession of a valid Florida Commercial Driver's License, Class B.

851-6 Basis of Payment: Price and payment will be full compensation for all work specified in this section. Payment will be made under:

- Item No. 851-3 Labor – Electronics Technician, Onsite, (per Hour)
- Item No. 851-4 Labor – Cable Installer, Onsite, (per Hour)
- Item No. 851-5 Labor – Duct Installer, Onsite, (per Hour)

County Specification 852 – NexusWorx Fiber Documentation

852-1 Description: The requirements contained herein address the technical data entry of OSP and ISP fiber optic systems documentation records updates, into the Indian River County BOCC – NexusWorx Portal Fiber Optic Documentation Application. The data / information being entered into the IRC NexusWorx Portal application is U.S. Homeland Security sensitive information, and will not be shared or discussed with other organizations or persons without the written authorization of Indian River County BOCC and the County Attorney’s Office.

852-2 General Requirements: Furnish labor only in either hourly or lump sum units, as listed below to cover fiber optic systems documentation update work as requested by the Owner. This will include but not be limited to entering technical information / detailed data provided by the Owner such as fiber optic as-built diagrams, fiber optic splice plans, technical drawings, MS Visio application drawings, etc... into the NexusWorx application portal site for update of IRC NexusWorx fiber documentation system. This technical documentation work will include additions to the IRC / IRC Fiber Consortium fiber optic network grid, modifications / changes that were made in the field by IRC fiber contractors, changes that were made by IRC Telecommunications department personnel. The data entry tasks include corrections or updates to existing data fields.

Data entry will involve updates and additions required to document individual fiber optic strand connections contained within each fiber optic cable, in the IRC / IRC Fiber Consortium fiber optic network grid. General data entry component groups in the NexusWorx portal application include, but are not limited to: Fiber Optic Cable Route, Fiber Optic Conduit, Fiber Cable Cabinet Site, Fiber Cable Splice Site, Fiber Cable Pull-box Site, Fiber Connectivity, GPS Location Coordinates Data Entry, and Fiber Access Points.

The labor classifications listed below will be in-house staff to your firm. Sub-Contracting or Assignment of this IRC fiber bid group is not allowed, due to U.S. Homeland Security concerns. The description of work that might be performed by someone in the following labor categories is typical. The technical educational and experience level is suggested and not necessarily required.

852-3 Fiber Optic Data Entry Technician: The individual in this position will interact directly with the Owner, and no one else, on any issues or questions which may arise, without making assumptions on the data entry, or format being applied. Direction of all information / data to be entered into the NexusWorx Portal application will be taken from the Owner.

- a) **Duties:** The duties of this individual include, but are not limited to the following:
- ✓ Review plans and specifications with Owner prior to update of NexusWorx data entry related to an IRC / IRC Fiber Consortium fiber project
 - ✓ Accurate and timely information / data entry into the NexusWorx Portal application. The Owner will provide application login credentials to all NexusWorx Editor Access level personnel. NexusWorx Portal login passwords and/or application login credentials are assigned to a specific Fiber Optic Data Entry Technician only, and may not be shared or divulged to other unauthorized persons.
 - ✓ Report any /all information data entry problems to the Owner in a timely manner
 - ✓ Update the Owner with project status each day so scheduling can be adjusted based on progress

- ✓ Must have a clear understanding of fiber optic networks and fiber network documentation systems, covering aerial, underground, and inside plant environments. Must be capable of reading and comprehending project plans & specifications, with the ability to apply this understanding to enter the technical information / data, effectively and accurately into the NexusWorx Portal application
- e) **Troubleshooting:** Must be able to determine why the NexusWorx portal system is not accepting information updates or generating data entry errors, and notify the Owner of a problem that cannot be quickly corrected by the technician.
- f) **Knowledge, Abilities, and Skills:** Proficiency in applying best practices for industry standard OSP & ISP fiber optic documentation systems and understanding how fiber optic systems cabling and individual fiber optic strands are visually represented and inter-connected in the fiber optic documentation environment.
- g) **Technical Education and Experience:** Two years of technical experience, or an equivalent combination of training and experience is preferred.
- h) **Licenses and Certifications:** Possession of a valid Florida Commercial Driver's License, Class B. FBI / CJIS level 2 Certification is highly recommended. Successful completion of NexusWorx End User Training / Certification Course provided by Byers Engineering Inc. is a prerequisite for the Fiber Optic Data Entry Technician. A copy of the NexusWorx End User Training course completion certificate must be provided to the Owner before access to the IRC NexusWorx Portal will be provided. All costs associated with registration, travel, and successful completion of the NexusWorx End User Training / Certification course will be completely at the bidder's/Contractor's expense. Below is a brief description on the NexusWorx End User Training course. Course costs will vary, depending on Byers Engineering Inc. Training Course specifications.

Byers Engineering has provided the following pricing for **NexusWorx End User training:** \$4,200 (3 day course) – This covers the cost for standard 3 day training course for NexusWorx Editor Level. If training needs to be broken up into non-sequential sessions, the first day cost is \$1,750. Each additional sequential day is \$1,200. The training course will be conducted either by remote access or on-site at a location provided by the customer with internet connection and space adequate to support the attending trainees all with their own laptops or Windows PC's with internet access. Training for NexusWorx Application Editors is limited to one plus the number of NexusWorx Application subscriptions purchased. A total class size is limited to no more than 7 trainees for any class.

852-4 Basis of Payment: Price and payment will be full compensation for all work specified in this section. Payment will be made under:

Item No. 852-3 Labor – Fiber Optic Data Entry Technician, (per Hour)

End of Technical Specifications

Bid Form

Annual Bid for Telecommunication Systems Equipment, Material, Supplies, Maintenance, and Installation

Bid #: 2021003
 Bid Opening Date and Time: October 22, 2020 2:00 P.M.
 Bid Opening Location: Purchasing Division
 1800 27th Street
 Vero Beach, FL 32960

Bidder Name: _____

The following addenda are hereby acknowledged:

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

The following forms are attached to this bid form:

- W-9
- Drug Free Workplace Certification
- Affidavit of Compliance
- Sworn Statement under 105.08 County Code on Disclosure of Relationships
- Certification Regarding Prohibition against Contracting with Scrutinized Companies
- Certification Regarding Lobbying
- Indian River County Fiber Infrastructure Non-Disclosure Acknowledgement
- Bidder Questionnaire

In accordance with all terms, conditions, specifications, and requirements, the bidder offers the following (Bidders are not required to bid on all groups, but are required to bid on all items within each group they choose to bid on):

Item Code	Group 1 Technical Labor	Per	Unit Price
851-3	Comm Cable-Electronics Technician (Onsite)	HR	\$
851-4	Communication Cable Installer (Onsite)	HR	\$
851-5	Communication Duct Installer (Onsite)	HR	\$

Bidder Name: _____

Group 2				
OSP Construction Conduit, Pull and Junction Boxes			Per	Unit Price
630-5-12-24	Conduit, 2" 10' PVC @ 24", Machine Trench (F&I)	LF	\$	
630-5-12-36	Conduit, 2" PVC @ 36" Machine Trench (F&I)	LF	\$	
630-5-13-24	Conduit, 2" PVC @ 24", Hand Trench (F&I)	LF	\$	
630-5-13-36	Conduit, 2" PVC @ 36", Hand Trench (F&I)	LF	\$	
630-5-12-ep	Conduit, 2" PVC Additional Pipe In Trench (F&I)	LF	\$	
630-6-1.25	Innerduct, 1 1/4" Corrugated, Colored (F&I)	LF	\$	
630-6-41.25	Conduit Plowing 4W1.25" HDPE, Colored (F&I)	LF	\$	
630-6-23	MaxCell Placement in existing 2" Conduit - 2" - 3 Cell (F&I)	LF	\$	
630-6-33	MaxCell Placement in existing 3" Conduit - 3" - 3 Cell (F&I)	LF	\$	
630-6-43	MaxCell Placement in existing 4" Conduit - 4" - 3 Cell (F&I)	LF	\$	
630-6-00-18	Cable Direct Bury, Hand Dig @ 18" (I Only)	LF	\$	
630-6-00-30	Cable Direct Bury, Plow @ 30" (I Only)	LF	\$	
630-6-12-db	Directional Bore, 2" HDPE (F&I)	LF	\$	
630-6-14-db	Directional Bore, 2" HDPE, Special Conditions (F&I)	LF	\$	
630-6-18-db	Directional Bore, 8" Under Waterway <1,000 lf (F&I)	LF	\$	
630-6-12-grs	Conduit, 2" GRS, (F&I)	LF	\$	
630-6-14-grs	Conduit, 4" GRS, (F&I)	LF	\$	
630-6-12-grs	Conduit, 2" Fiberglass Bridge Mount (F&I)	LF	\$	
630-6-14-grs	Conduit, 4" Fiberglass Bridge Mount (F&I)	LF	\$	
630-7-TW	Detectable Tracer Wire (F&I)	LF	\$	
630-7-MT	Detectable Marking Tape (F&I)	LF	\$	
630-7-JL	Jet Line (F&I)	LF	\$	
630-7-ROW	ROW Delineator Marker Post Orange 6' (F&I)	EA	\$	
Pull Boxes and Junction Boxes			Per	Unit Price
635-8-444	Manhole, Concrete 4'x4'x4' Steel Lid (F&I)	EA	\$	
635-8-232	Handhole, Composite 24"x36"x24" W/ Lid (F&I)	EA	\$	
635-8-232TR	Handhole, Composite 24"x36"x24" W/ Lid Traffic Rated (F&I)	EA	\$	
635-8-121	Pullboxes, Composite 17"x30"x12" W/ Lid (F&I)	EA	\$	
635-8-121TR	Pullboxes, Composite 17"x30"x12" W/ Lid Traffic Rated (F&I)	EA	\$	

Bidder Name: _____

Group 3		Per	Unit Price
Fiber Optic Cable			
633-4-111-12	FO Cable 12F, SM, LT, Aerial (F&I)	LF	\$
633-4-111-24	FO Cable 24F, SM, LT, Aerial (F&I)	LF	\$
633-4-111-48	FO Cable 48F, SM, LT, Aerial (F&I)	LF	\$
633-4-111-96	FO Cable 96F, SM, LT, Aerial (F&I)	LF	\$
633-4-111-144	FO Cable 144F, SM, LT, Aerial (F&I)	LF	\$
633-4-112-12	FO Cable 12F, SM, ADSS, Aerial (F&I)	LF	\$
633-4-112-24	FO Cable 24F, SM, ADSS, Aerial (F&I)	LF	\$
633-4-112-48	FO Cable 48F, SM, ADSS, Aerial (F&I)	LF	\$
633-4-112-96	FO Cable 96F, SM, ADSS, Aerial (F&I)	LF	\$
633-4-112-144	FO Cable 144F, SM, ADSS, Aerial (F&I)	LF	\$
633-4-113-12	FO Cable 12F, SM, LT, UG (F&I)	LF	\$
633-4-113-24	FO Cable 24F, SM, LT, UG (F&I)	LF	\$
633-4-113-48	FO Cable 48F, SM, LT, UG (F&I)	LF	\$
633-4-113-96	FO Cable 96F, SM, LT, UG (F&I)	LF	\$
633-4-113-144	FO Cable 144F, SM, LT, UG (F&I)	LF	\$
633-4-117-12	FO Cable 12F, SM, Drop Cable (F&I)	LF	\$
633-4-123-12	FO Cable 12F, MM, LT, UG (F&I)	LF	\$
633-4-123-24	FO Cable 24F, MM, LT, UG (F&I)	LF	\$
633-4-123-48	FO Cable 48F, MM, LT, UG (F&I)	LF	\$
633-4-123-96	FO Cable 96F, MM, LT, UG (F&I)	LF	\$
633-4-123-144	FO Cable 144F, MM, LT, UG (F&I)	LF	\$
Fiber Optic Cable - ISP		Per	Unit Price
633-4-115-12	FO Cable 12F, SM, Riser (F&I)	LF	\$
633-4-115-24	FO Cable 24F, SM, Riser (F&I)	LF	\$
633-4-115-48	FO Cable 48F, SM, Riser (F&I)	LF	\$
633-4-115-96	FO Cable 96F, SM, Riser (F&I)	LF	\$
633-4-115-144	FO Cable 144F, SM, Riser (F&I)	LF	\$
633-4-116-12	FO Cable 12F, SM, Plenum (F&I)	LF	\$
633-4-116-24	FO Cable 24F, SM, Plenum (F&I)	LF	\$
633-4-116-48	FO Cable 48F, SM, Plenum (F&I)	LF	\$
633-4-116-96	FO Cable 96F, SM, Plenum (F&I)	LF	\$
633-4-116-144	FO Cable 144F, SM, Plenum (F&I)	LF	\$
633-4-125-12	FO Cable 12F, MM, Riser (F&I)	LF	\$
633-4-125-24	FO Cable 24F, MM, Riser (F&I)	LF	\$
633-4-125-48	FO Cable 48F, MM, Riser (F&I)	LF	\$
633-4-125-96	FO Cable 96F, MM, Riser (F&I)	LF	\$
633-4-125-144	FO Cable 144F, MM, Riser (F&I)	LF	\$
633-4-126-12	FO Cable 12F, MM, Plenum (F&I)	LF	\$
633-4-126-24	FO Cable 24F, MM, Plenum (F&I)	LF	\$
633-4-126-48	FO Cable 48F, MM, Plenum (F&I)	LF	\$
633-4-126-96	FO Cable 96F, MM, Plenum (F&I)	LF	\$
633-4-126-144	FO Cable 144F, MM, Plenum (F&I)	LF	\$

Bidder Name: _____

Group 3, continued			
Fiber Optic Cable - Preterm Drops		Per	Unit Price
633-7-151-6PT	FO Cable 6F, SM, Preterm ST, 150' W/Housing (F&I)	EA	\$
633-7-151-12PT	FO Cable 12F, SM, Preterm ST, 150' W/Housing (F&I)	EA	\$
633-7-152-6PT	FO Cable 6F, SM, Preterm ST, 150' W/Coupler (F&I)	EA	\$
633-7-152-12PT	FO Cable 12F, SM, Preterm ST, 150' W/Coupler (F&I)	EA	\$
Fiber Optic Splicing Terminations - ISP		Per	Unit Price
633-8-12A	FO Splice-Term. Cabinet, 12F, Wall/Rack (F&I)	EA	\$
633-8-12B	FO Splice-Term. Cabinet, 12F, Wall/Rack (F only)	EA	\$
633-8-24A	FO Splice-Term. Cabinet, 24F Wall/Rack (F&I)	EA	\$
633-8-24B	FO Splice-Term. Cabinet, 24F Wall/Rack (F only)	EA	\$
633-8-48A	FO Splice-Term. Cabinet, 48F Wall/Rack (F&I)	EA	\$
633-8-48B	FO Splice-Term. Cabinet, 48F Wall/Rack (F only)	EA	\$
633-8-96A	FO Term. Housing, 96F Wall/Rack (F&I)	EA	\$
633-8-96B	FO Term. Housing, 96F Wall/Rack (F only)	EA	\$
633-8-128A	FO Splice Housing 48-144F (F&I)	EA	\$
633-8-128B	FO Splice Housing 48-144F (F only)	EA	\$
633-8-196A	FO Ter. Housing, 96F Wall/Rack (F&I)	EA	\$
633-8-196B	FO Ter. Housing, 96F Wall/Rack (F only)	EA	\$
633-8-BF-06A	FO Cable Prep, Fanout Kit, Buffer 6F (F&I)	EA	\$
633-8-BF-06B	FO Cable Prep, Fanout Kit, Buffer 6F (F only)	EA	\$
633-8-BF-12A	FO Cable Prep, Fanout Kit, Buffer 12F (F&I)	EA	\$
633-8-BF-12B	FO Cable Prep, Fanout Kit, Buffer 12F (F only)	EA	\$
633-8-SF-12A	FO Cable Prep, Fanout Kit, Spider 12F SM/MM (F&I)	EA	\$
633-8-SF-12B	FO Cable Prep, Fanout Kit, Spider 12F SM/MM (F only)	EA	\$
633-8-912-STA	FO Connector, ST, MM, Unicam (F&I)	EA	\$
633-8-912-STB	FO Connector, ST, MM, Unicam (F only)	EA	\$
633-8-913-STA	FO Connector, ST, SM, Unicam (F&I)	EA	\$
633-8-913-STB	FO Connector, ST, SM, Unicam (F only)	EA	\$
633-8-913-SCA	FO Connector, SC, SM, Unicam (F&I)	EA	\$
633-8-913-SCB	FO Connector, SC, SM, Unicam (F only)	EA	\$
633-8-9-A	FO Jumper, Duplex ST-ST, SM, 10' (F Only)	EA	\$
633-8-9-B	FO Jumper, Duplex ST-SC, SM, 10' (F Only)	EA	\$
633-8-9-D	FO Jumper, Duplex ST-LC, SM, 10' (F Only)	EA	\$
633-8-9-E	FO Jumper, Duplex ST-FC, SM, 10' (F Only)	EA	\$
633-8-9-F	FO Jumper, Duplex SC-SC, SM, 10' (F Only)	EA	\$
633-8-9-G	FO Jumper, Duplex SC-LC, SM, 10' (F Only)	EA	\$
633-8-9-H	FO Jumper, Duplex ST-ST, MM, 10' (F Only)	EA	\$
633-8-9-J	FO Jumper, Duplex SC-SC, MM, 10' (F Only)	EA	\$

Bidder Name: _____

Group 3 - Continued			
Fiber Optic Splicing Terminations - OSP		Per	Unit Price
633-8-12A	FO Splice Closure 12F, Aerial/UG (F&I)	EA	\$
633-8-12B	FO Splice Closure 12F, Aerial/UG (F only)	EA	\$
633-8-24A	FO Splice Closure 24F, Aerial/UG (F&I)	EA	\$
633-8-24B	FO Splice Closure 24F, Aerial/UG (F only)	EA	\$
633-8-48A	FO Splice Closure 48F, Aerial/UG (F&I)	EA	\$
633-8-48B	FO Splice Closure 48F, Aerial/UG (F only)	EA	\$
633-8-96A	FO Splice Closure 96F, Aerial/UG (F&I)	EA	\$
633-8-96B	FO Splice Closure 96F, Aerial/UG (F only)	EA	\$
633-8-RE	FO Closure Reentry Kit, Cable Prep (F&I)	EA	\$
633-8-ST-12A	Splice Tray, Fusion Heatshrink, 12F, 12" (F&I)	EA	\$
633-8-ST-12B	Splice Tray, Fusion Heatshrink, 12F, 12" (F only)	EA	\$
633-8-ST-24A	Splice Tray, Fusion Heatshrink, 24F, 12" (F&I)	EA	\$
633-8-ST-24B	Splice Tray, Fusion Heatshrink, 24F, 12" (F only)	EA	\$
633-8-A	Fusion Splice Heat Shrink <.1db OSP includes pigtail as needed (F&I)	EA	\$
633-8-B	OTDR Test Any Wavelength Bare Fiber FOOSC (I only)	EA	\$
OSP Construction - Aerial		Per	Unit Price
633-10-1A	Messenger Cable 1/4" (F&I)	LF	\$
633-10-20	Remove Messenger Cable 1/4" (I Only)	LF	\$
633-10-B	Pole Attach Loose Tube W/J-Hook Concrete (F&I)	EA	\$
633-10-C	Pole Attach Loose Tube W/J-Hook Wood (F&I)	EA	\$
633-10-D	Place Pole Riser 2" GRS (F&I)	LF	\$
633-10-E	Place Riser U-Guard To 20' (F&I)	LF	\$
633-10-F	Place 2" Riser Sealing Bushing 1-3 Hole (F&I)	EA	\$
633-10-G	Place 2" Riser Heatshrink (F&I)	EA	\$
633-10-145	Wood Pole 45' Utility - For CCTV (F&I)	EA	\$
633-10-170	Prestressed Conc Pole 70' Utility For CCTV (F&I)	EA	\$

Bidder Name: _____

Group 4		Per	Unit Price
Multi-Pair Cables			
633-15-101A	Cat 6 Plenum Enhanced (avg 150) (F&I)	LF	\$
633-15-101B	Cat 6 Plenum Enhanced (avg 150) (F only)	LF	\$
633-15-102A	Cat 6 PVC Enhanced (avg 150) (F&I)	LF	\$
633-15-102B	Cat 6 PVC Enhanced (avg 150) (F only)	LF	\$
633-15-100	Cat 5E 25 Pair PVC Plenum (F&I)	LF	\$
633-15-101	Cat 5E 25 Pair PVC Riser (F&I)	LF	\$
633-15-102	Cat 5E 25 Pair PE 89 OSP (F&I)	LF	\$
633-15-110	Face Plate 1 Gang Surface or Flush (F&I)	EA	\$
633-15-111	Face Plate 2 Gang Surface or Flush (F&I)	EA	\$
633-15-120	Cat 6 Jacks RJ45 568A/B 1 Port Data (F&I)	EA	\$
633-15-121	Cat 6 Jacks RJ45 568A/B 2 Port Data/Voice (F&I)	EA	\$
633-15-130	Cat 6 Patch Panel Wall Mount 24 Port (F&I)	EA	\$
633-15-131	Cat 6 Patch Panel Rack Mount 48 Port (F&I)	EA	\$
633-15-132	Cat 6 Patch Panel Rack Mount 96 Port (F&I)	EA	\$
633-15-140	Wire Management Panel 19"x1.75" (F&I)	EA	\$
633-15-141	Wire Management Panel 19"x5.25" (F&I)	EA	\$
633-15-100-1	Cat 6 Patch Cords RJ45 1-6' Standard (F&I)	EA	\$
633-15-110-1	Cat 5E Punch Block 110 25 Pair (F&I)	EA	\$
633-15-111-1	Cat 5E Punch Block 66 25 Pair (F&I)	EA	\$
633-15-100-2	Cat 6 CU Drop Certification Test (F&I)	EA	\$
633-15-hdw-br	Cable Support Brackets, Bridle Rings (F&I)	UNIT	\$
633-15-hdw-sp	Cable Raceway, Surface Mount Per Drop (F&I)	DROP	\$
633-15-12	Conduit, EMT 2" W/ All Fittings (F&I)	LF	\$
633-15-13	Conduit, EMT Fire Sleeve 2" (F&I)	EA	\$
633-15-14	Conduit, EMT Fire Sleeve 4" (F&I)	EA	\$
633-15-ST-12	Cable Tray 12" Ladder Alum Black (F&I)	LF	\$
633-15-ST-hdw	Cable Tray, 12", Misc. Hardware (F&I)	LF	\$
633-15-ST-12-1	EIA Rack Wall Mt Hinged 19"x36" (F&I) (Bldg Entry)	EA	\$
633-15-ST-12-2	EIA Rack Free Standing 19"x84" (F&I)	EA	\$
633-15-ST-12-3	Cable Management Kit Horizontal (F&I)	EA	\$
633-15-ST-12-4	Cable Management Kit Vertical (F&I)	EA	\$
633-15-ST-12-5	EIA Cabinets 19"x84"x30" Complete (F&I)	EA	\$

Item Code	Group 5	Per	Unit Price
	NexusWorx Fiber Documentation - Technical Labor		
852-3	Fiber Optic Data Entry Technician	HR	\$

Will your company extend these prices to other governmental agencies within the State of Florida?

Yes

No

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, 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.

Company Name: _____

Company Address: _____

City, State _____ Zip Code _____

Telephone: _____ Fax: _____

E-mail: _____

Business Tax Receipt Number: _____ FEIN Number: _____

Authorized Signature: _____ **Date:** _____

Name: _____ Title: _____
(Type / Printed)

DRUG-FREE WORKPLACE CERTIFICATION

(Please include this form with your bid)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087.

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

Company Name

Bidder's Signature

Date: _____

Affidavit of Compliance

(Please include this form with your bid. Failure to include will be interpreted as indication you take no exceptions.)

Indian River County Bid # 2021003 for Annual Bid for Telecommunication Systems Equipment, Material, Supplies, Maintenance, and Installation

- We DO NOT take exception to the Bid / Specifications.
- We TAKE exception to the Bid / Specifications as follows: _____

Company Name: _____

Company Address: _____

Telephone Number: _____ Fax: _____

E-mail: _____

Authorized Signature: _____ Date: _____

Name: _____ Title: _____
(Typed / Printed)

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. 2021003
for Annual Bid for Telecommunication Systems Equipment, Material, Supplies, Maintenance, 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 bid)

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: _____

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Indian River County Fiber Infrastructure Non-Disclosure Acknowledgement

(This form must be submitted with your bid)

The undersigned hereby acknowledges that pursuant to section 119.071(3), Florida Statutes, security system plans, which include records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security of the facility or revealing security systems; threat assessments conducted by Indian River County or any private entity; threat response plans; emergency evacuation plans; sheltering arrangements; or manuals for security personnel, emergency equipment, or security training are confidential and exempt from Florida's Public Records Law. Additionally, 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 Indian River County including Indian River County's fiber infrastructure are also confidential and exempt from Florida's Public Records Law.

Therefore, as provided under State law, the undersigned acknowledges and agrees not use any such information described above for any reason other than as expressly authorized in writing by Indian River County. The undersigned further acknowledges that such information will not be disclosed or made available, directly or indirectly, to any other person or entity without Indian River County's express written consent, except as such disclosure may be required by Florida law. In the event such disclosure is required by Florida law, the undersigned acknowledges and agrees to provide Indian River County with adequate notice in order to allow Indian River County to seek a protective order to preserve the secrecy of such information.

Undersigned hereby declares that the terms of this Fiber Infrastructure Non-Disclosure Acknowledgement have been completely read and are fully understood including the right to retain counsel to review this Fiber Infrastructure Non-Disclosure Acknowledgement. The undersigned knowingly and voluntarily accepts and agrees to abide by the terms of this Fiber Infrastructure Non-Disclosure Acknowledgement.

In witness whereof, undersigned hereto sets my hand(s) and seal(s):

(Printed Name)

Signature

Date

(Title)

(Company Name)

WITNESS:

(Printed Name)

Signature

Date

Bidder Questionnaire

1. How many years has your firm been in business? _____

2. Number of employees "ON THE JOB" each week? _____

3. Will you subcontract any part of this work? If so, provide subcontractor information below. Subcontractors must be properly licensed and hold a valid Certificate of Competency.

	Work to be Performed	Subcontractor's Name/Address	License(s)
1.			
2.			
3.			
4.			
5.			

4. List at least three references in the State of Florida for which you have performed this type of work. References listed will be contacted for verification purposes.

Name of Project	Year Completed	Owner	Contact Person: Name/ Email Address/Phone

5. List the location of the local office that will respond to calls for emergency service:

6. List the number of employees (installers, splicers, technicians) that live or are dispatched within 50 miles of Indian River County: _____

7. List state license numbers for your firm: _____

8. List Indian River County Competency Card number(s): _____

9. Have you ever failed to complete work awarded to you: Yes No

If so, where and why? _____

Sample Agreement

THIS AGREEMENT is by and between INDIAN RIVER COUNTY, a Political Subdivision of the State of Florida organized and existing under the Laws of the State of Florida, (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Annual Bid for Telecommunication Systems Equipment, Material, Supplies, Maintenance, and Installation

ARTICLE 2 - THE PROJECT

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Project Name:	Annual Bid for Telecommunication Systems Equipment, Material, Supplies, Maintenance, and Installation
Bid Number:	2021003
Project Address:	Various throughout Indian River County

ARTICLE 3 - CONTRACT TIMES

The initial term of this award is from _____ through September 30, 2021, with two one-year renewals available.

ARTICLE 4 - CONTRACT PRICE

4.01 Work shall be completed at the prices provided in the Contractor's bid, and as modified by amendment to this agreement.

4.02 All services provided by the CONTRACTOR for the OWNER shall be identified in Work Authorization and performed in a timely, efficient, cost effective manner. Work Authorization shall include a description of services to be performed; a statement of fees; a schedule of deliverables; proposed schedule for compensation and whether compensation is lump sum maximum amount not to exceed task based, or any combination of the foregoing; a budget establishing the amount of compensation to be paid with sufficient detail so as to identify all of the various elements of costs; and any other additional instructions or provisions relating to the specific Services authorized pursuant to each Purchase Order that does not conflict with the terms of this Agreement.

4.03 Whenever the term "Work Authorization" is used herein, it is intended to mean that formal document that is dated; serially numbered; and executed by both the OWNER and the CONTRACTOR by which the OWNER accepts Contractor's proposal for specific services and CONTRACTOR indicates a

willingness to perform such specific services for the terms and under the conditions specified in this Agreement. Each Purchase Order must be fully executed by the OWNER.

4.04 Services related to any individual Work Authorization which would increase, decrease or which are otherwise outside the scope of Services or level of effort contemplated by a Work Authorization shall be Services for which the Contractor must obtain the prior written approval of the OWNER as provided by this Agreement. All terms for the performance of such Services must be agreed upon in a written document prior to any deviation from the terms of a Work Authorization, and when properly authorized and executed by both the CONTRACTOR and the OWNER shall become an amendment to the Work Authorization or a new Work Authorization, at the sole option of the OWNER.

4.05 A Work Authorization shall not give rise to any contractual rights until it meets the foregoing requirements. Each specific Work Authorization, as approved by the OWNER, shall be an addendum to this Agreement. Nothing contained in any Work Authorization shall conflict with the terms of this Agreement, and the terms of this Agreement shall be deemed to be incorporated in each individual Work Authorization as if fully set forth therein.

ARTICLE 5 – METHOD OF PAYMENT

5.01 Work Authorizations that are less than \$100,000.00 may not require a Public Construction Bond; however, pursuant to The Code of Indian River County, Indian River County as Owner shall make only one payment for the entire amount of the related applicable Work Authorization when the terms of the related applicable Work Authorization have been fulfilled. Upon a determination of satisfactory completion, the OWNER Project Manager will authorize payment to be made. All payments for services shall be made to the CONTRACTOR by the OWNER in accordance with the Local Government Prompt Payment Act, as may be amended from time to time (Section 218.70, Florida Statutes, et seq.). Owner shall make only one payment for the entire amount of each work order when the work has been completed. Upon a determination of satisfactory completion, the OWNER Project Manager will authorize payment to be made.

ARTICLE 6 - INDEMNIFICATION

6.01 CONTRACTOR shall indemnify and hold harmless the OWNER, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons em

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Invitation to Bid documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to CONTRACTOR.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of the following:
 - (1) This Agreement (pages 1 to __ , inclusive);
 - (2) Notices to Proceed/Work Authorizations/Purchase Orders
 - (3) Public Construction Bond(s)
 - (4) Certificate(s) of Liability Insurance
 - (5) Invitation to Bid 2021003
 - (6) Addenda (numbers to , inclusive);

- (7) CONTRACTOR'S Bid Form (pages __ to __, inclusive);
- (8) Drug Free Workplace Form
- (9) Affidavit of Compliance;
- (10) Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships;
- (11) Certification Regarding Prohibition Against Contracting with Scrutinized Companies
- (12) Certification Regarding Lobbying
- (13) Indian River County Fiber Infrastructure Non-Disclosure Acknowledgement
- (14) Bidders Questionnaire;
- (15) The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a) Written Amendments;
 - b) Work Change Directives;
 - c) Change Order(s).

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the Invitation to Bid.

9.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Venue*

- A. This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement 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.

9.06 *Public Records Compliance*

- A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- (1) Keep and maintain public records required by the OWNER to perform the service.
- (2) Upon request from the OWNER's Custodian of Public Records, provide the OWNER 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 Chapter 119 or as otherwise provided by law.
- (3) 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 contractor does not transfer the records to the OWNER.
- (4) Upon completion of the contract, transfer, at no cost, to the OWNER all public records in possession of the Contractor or keep and maintain public records required by the OWNER to perform the service. If the Contractor transfers all public records to the OWNER upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the OWNER, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the OWNER.

- B. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

(772) 226-1424

publicrecords@ircgov.com

Indian River County Office of the County Attorney

1801 27th Street

Vero Beach, FL 32960

- C. Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement.

ARTICLE 10 – FEDERAL CLAUSES

10.01 OWNER and CONTRACTOR will adhere to the following, as applicable to this work

A. **Equal Employment Opportunity.** During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of

September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

(1) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. OWNER shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees,

and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the OWNER may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Emergency Management Agency (FEMA) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to FEMA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to FEMA if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to FEMA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of

this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program,

but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at

less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

C. Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a

clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

D. Compliance with the Contract Work Hours and Safety Standards Act:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The OWNER shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

E. Rights to Inventions Made Under a Contract or Agreement.

If any work under this agreement meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

F. Clean Air Act:

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

G. Federal Water Pollution Control Act:

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

H. Energy Policy and Conservation Act – The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

I. Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Indian River County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and Indian River County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer 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 bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended)—Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31

U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

K. Procurement of Recycled/Recovered Materials:

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

L. Access to Records

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide Indian River County, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

M. DHS Seal, Logo, and Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

N. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance may be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

O. No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

P. Program Fraud and False or Fraudulent Statements or Related Acts: The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Q. AFFIRMATIVE STEPS: CONTRACTOR shall take the following affirmative steps to ensure minority business, women's business enterprises and labor surplus area firms are used when possible:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- (2) Ensuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- (5) Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Article 11: TERMINATION OF CONTRACT

- A. The occurrence of any of the following shall constitute a default by CONTRACTOR and shall provide the OWNER with a right to terminate this Contract in accordance with this Article, in addition to pursuing any other remedies which the OWNER may have under this Contract or under law:
 - (1) if in the OWNER's opinion CONTRACTOR is improperly performing work or violating any provision(s) of the Contract Documents;
 - (2) if CONTRACTOR neglects or refuses to correct defective work or replace defective parts or equipment, as directed by the Engineer pursuant to an inspection;
 - (3) if in the OWNER's opinion CONTRACTOR's work is being unnecessarily delayed and will not be finished within the prescribed time;
 - (4) if CONTRACTOR assigns this Contract or any money accruing thereon or approved thereon; or
 - (5) if CONTRACTOR abandons the work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his property.
- B. OWNER shall, before terminating the Contract for any of the foregoing reasons, notify CONTRACTOR in writing of the grounds for termination and provide CONTRACTOR with ten (10) calendar days to cure the default to the reasonable satisfaction of the OWNER.
- C. If the CONTRACTOR fails to correct or cure within the time provided in the preceding Sub-Article B, OWNER may terminate this Contract by notifying CONTRACTOR in writing. Upon receiving such notification, CONTRACTOR shall immediately cease all work hereunder and shall forfeit any further right to possess or occupy the site or any materials thereon; provided, however, that the OWNER may authorize CONTRACTOR to restore any work sites.
- D. The CONTRACTOR shall be liable for:
 - (1) any new cost incurred by the OWNER in soliciting bids or proposals for and letting a new contract; and
 - (2) the difference between the cost of completing the new contract and the cost of completing this Contract;
 - (3) any court costs and attorney's fees associated with any lawsuit undertaken by OWNER to enforce its rights herein.

- E. TERMINATION FOR CONVENIENCE: OWNER may at any time and for any reason terminate CONTRACTOR's services and work for OWNER's convenience. Upon receipt of notice of such termination CONTRACTOR shall, unless the notice directs otherwise, immediately discontinue the work and immediately cease ordering of any materials, labor, equipment, facilities, or supplies in connection with the performance of this Contract. Upon such termination Contractor shall be entitled to payment only as follows:
- (1) the actual cost of the work completed in conformity with this Contract and the specifications; plus,
 - (2) such other costs actually incurred by CONTRACTOR as are permitted by the prime contract and approved by the OWNER.
- Contractor shall not be entitled to any other claim for compensation or damages against the OWNER in the event of such termination.

- F. TERMINATION IN REGARDS TO F.S. 287.135: TERMINATION IN REGARDS TO F.S. 287.135: CONTRACTOR certifies that it and those related entities of CONTRACTOR 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 CONTRACTOR 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.

OWNER may terminate this Contract if CONTRACTOR 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.

OWNER may terminate this Contract if CONTRACTOR, 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.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

2021003 Annual Bid for Telecommunications and Fiber Service

This Agreement will be effective on _____, 20__ (the date the Agreement is approved by the Indian River County Board of County Commissioners, which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

INDIAN RIVER COUNTY _____

By: _____
TBD, Chairman

By: _____
(Contractor)

By: _____
Jason E. Brown, County Administrator

(CORPORATE SEAL)

Attest _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Dylan Reingold, County Attorney

Address for giving notices:

Jeffrey R. Smith, Clerk of Court and Comptroller

License No. _____
(Where applicable)

Attest: _____
Deputy Clerk

(SEAL)

Agent for service of process: _____

Designated Representative:

Name:
Title:
Address:
Phone
Email

Designated Representative:
Name: _____
Title: _____
Address: _____

Phone: _____
Email: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Exhibit 1 – Pricing

PUBLIC CONSTRUCTION BOND

INSTRUCTION FOR PUBLIC CONSTRUCTION BOND

The front or cover page to the required public construction/payment and performance bond shall contain the information required by Fla. Stat. 255.05(1)(a), and be substantially in the format shown on the first page following this instruction.

The Public Construction Bond shall be in the form suggested by Fla. Stat. 255.05(3) as shown on the second page following this instruction.

A Power of Attorney from a surety insurer authorized to do business in Florida, authorizing the signature of the Attorney in Fact who executes the Public Construction Bond shall accompany that Bond.

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Cover Page

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

BOND NO: _____

CONTRACTOR NAME: _____

CONTRACTOR ADDRESS: _____

CONTRACTOR PHONE NO: _____

SURETY COMPANY NAME: _____

SURETY PRINCIPAL
BUSINESS ADDRESS: _____

SURETY PHONE NO: _____

OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE NO: _____

OBLIGEE NAME: _____
(If contracting entity is different from
the owner, the contracting public entity)

OBLIGEE ADDRESS: _____

OBLIGEE PHONE NO: _____

BOND AMOUNT: _____

CONTRACT NO: _____
(If applicable)

DESCRIPTION OF WORK: _____

PROJECT LOCATION: _____

LEGAL DESCRIPTION: _____
(If applicable)

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed thereon.

PUBLIC CONSTRUCTION BOND

Bond No. _____
(enter bond number)

BY THIS BOND, We _____, as Principal and _____, _____ a corporation, as Surety, are bound to _____, herein called Owner, in the sum of \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, _____, between Principal and Owner for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____,

(Name of Principal)

By _____
(As Attorney in Fact)

(Name of Surety)

Davis Bacon Wage Rates
