



Purchasing Department

50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199

(561) 616-6800

FAX: (561) 242-6744

www.pbc.gov/purchasing



**Palm Beach County
Board of County
Commissioners**

Maria G. Marino, Mayor

Sara Baxter, Vice Mayor

Gregg K. Weiss

Joel Flores

Marci Woodward

Maria Sachs

Bobby Powell, Jr.

County Administrator

Verdenia C. Baker

March 12, 2025

**Precision Contracting Services, Inc.
15834 Guild Ct.
Jupiter, FL 33478**

TERM CONTRACT # 25005

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for FIBER OPTIC ENGINEERING, DESIGN, MATERIAL, SUPPLIES AND INSTALLATION, TERM CONTRACT based on:

[x] SOLICITATION # 25-005/JW

The term of this contract is 03/11/2025 to 03/10/2026, and has an estimated dollar value of \$ 4,000,000.00.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY03030500000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be the same as it appears on the invoice and in the County's VSS system that can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact the Purchasing Department at purchase@pbc.gov.

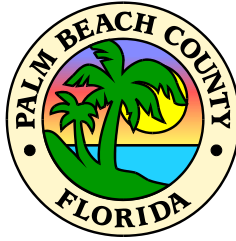
Sincerely,

**Melody Thelwell
Director**

**c: Sheri Haywood-McCabe, ISS
File**

*"An Equal Opportunity
Affirmative Action Employer"*

Maria Sachs, Mayor
Maria G. Marino, Vice Mayor
Gregg K. Weiss
Michael A. Barnett
Marci Woodward
Sara Baxter
Mack Bernard



Verdenia C. Baker

Purchasing Department
www.pbcgov.org/purchasing

**BOARD OF COUNTY COMMISSIONERS
NOTICE OF SOLICITATION
IFB #25-005/JW**

**FIBER OPTIC ENGINEERING, DESIGN, MATERIAL, SUPPLIES AND INSTALLATION, TERM
CONTRACT**

**FOR NON-MANDATORY PRE-BID CONFERENCE INFORMATION, SEE TERM AND CONDITION #14 OF THIS
SOLICITATION**

IFB SUBMISSION DATE: OCTOBER 24, 2024 AT 4:00 P.M.

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to Palm Beach County Purchasing Department at (561) 616-6800.

BIDDERS SHALL PROVIDE A RESPONSE IN A SEALED PACKAGE OR CONTAINER SIGNED BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM _____ AND CONCURRENTLY SUBMIT ONE (1) ELECTRONIC COPY IN .pdf (CD OR FLASH DRIVE) OF THE COMPLETE RESPONSE. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID.

Protests can be accepted only during the five (5) business day posting period.

C A U T I O N

In order to do business with Palm Beach County, vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. **IF BIDDER INTENDS TO USE SUBCONTRACTORS, BIDDER MUST ALSO ENSURE THAT ALL SUBCONTRACTORS ARE REGISTERED AS VENDORS IN VSS. ALL SUBCONTRACTOR AGREEMENTS MUST INCLUDE A CONTRACTUAL PROVISION REQUIRING THAT THE SUBCONTRACTOR REGISTER IN VSS. COUNTY WILL NOT FINALIZE A CONTRACT AWARD UNTIL THE COUNTY HAS VERIFIED THAT THE BIDDER AND ALL OF ITS SUBCONTRACTORS ARE REGISTERED IN VSS.**

As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our VSS system. It is the vendor's sole responsibility to routinely check our VSS system for any amendments that may have been issued prior to the deadline for receipt of bids.

Palm Beach County shall not be responsible for the completeness of any Invitation for Bid that was not downloaded from our VSS system or obtained directly from the Purchasing Department.

**In accordance with the provisions of ADA,
this document may be requested in an alternate format.**

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
INVITATION FOR BID**

IFB #25-005/JW	IFB TITLE: FIBER OPTIC ENGINEERING, DESIGN, MATERIAL, SUPPLIES AND INSTALLATION, TERM CONTRACT
PURCHASING DEPARTMENT CONTACT: J WASHINGTON	TELEPHONE NO.: (561) 616-6823
FAX NO.: (561) 242-6843	E-MAIL ADDRESS: jwashington@pbc.gov or PUR-Procure-Solicit@pbcgov.org

All bid responses must be received on or before 10/24/24, no later than **4:00 p.m.**, Palm Beach County local time.

SUBMIT BID TO:

Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199. Bid Responses received after this time shall not be considered.

This Invitation for Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and / or any other referenced document form a part of this solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

PURPOSE AND EFFECT: It is the purpose and intent of this solicitation to secure bids for item(s) and / or services as listed herein. The selected awardee is hereby placed on notice that acceptance of its bid by Palm Beach County shall constitute a binding contract.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

GENERAL CONDITIONS

1. GENERAL INFORMATION

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions, which forms the binding contract between Palm Beach County and the successful bidder. Changes to this Invitation for Bid ("IFB") may be made only by written amendment issued by the County Purchasing Department. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing in sufficient time to permit a written response prior to the published bid submission time. Oral explanations or instructions given by any County agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that its bid is made without reliance on any oral representations made by the County.

For purposes of this IFB, the term "bidder" shall collectively mean vendor, bidder, or contractor.

2. LEGAL REQUIREMENTS

- a. **COMPLIANCE WITH LAWS AND CODES:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Bidders are presumed to be and shall be familiar with all federal, state and local laws, ordinances, codes and regulations that may, in any way, affect the services offered, including, but not limited to, Uniform Guidance (2 C.F.R. pt. 200). Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility.

The bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all ANSI, NFPA, and all other Federal and State requirements. Bidder further certifies that, if it is the bidder, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the bidder.

Any toxic substance provided to the County as a result of this solicitation or resultant contract shall be accompanied by its Safety Data Sheet (SDS).

Unless otherwise provided by federal law, the Uniform Commercial Code (Chapter 672, Florida Statutes) shall prevail as the basis for contractual obligations between the bidder and Palm Beach County for any terms and conditions not specifically stated in the Invitation for Bid.

b. **COMMERCIAL NON-DISCRIMINATION:**

Item 1: Bidder's Representations and Agreement.

The bidder represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the bidder shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the bidder retaliate against any person for reporting instances of such discrimination. The bidder shall provide equal opportunity for subcontractors, subconsultants vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The bidder understands and agrees that a material violation of this clause shall be considered a material breach of contract and may result in termination of the contract, disqualification or debarment of the bidder from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

Item 2: Bidder's Agreement to Apply to Subcontracts

The bidder covenants and agrees to include the commercial non-discrimination clause in all subcontractor agreements.

c. **DISCRIMINATION PROHIBITED:** Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, the bidder warrants and represents that throughout the term of the contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered a default of contract.

d. **INDEPENDENT BIDDER RELATIONSHIP:** The bidder is, and shall be, in the performance of all work, services, and activities under the Contract, an Independent Bidder and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to the Contract shall at all times, and in all places, be subject to the bidder's sole direction, supervision, and control. The bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the bidder's relationship, and the relationship of its employees, to the County shall be that of an Independent Bidder and not as employees or agents of the County.

e. **CRIMINAL HISTORY RECORDS CHECK:** Pursuant to the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), sections 2-371–2-377 of the Palm Beach County Code, the County will conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees of vendors, bidders, and subcontractors of bidders, including repair persons and delivery persons, who are unescorted when entering a facility determined to be either a critical facility ("Critical Facilities") or a criminal justice information facility ("CJI Facilities"), which are critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as may be amended. In October 2013, compliance requirements of the U.S. Federal Bureau of Investigations CJI Security Policy were added to the Ordinance, which includes a broad list of disqualifying offenses. The bidder is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

f. **NON-COLLUSION:** Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act, which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and/or debarment or suspension from doing business with Palm Beach County.

g. **LOBBYING:**

CONE OF SILENCE: Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing the bidder from communicating with any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract regarding its bid, i.e., a "Cone of Silence". The "**Cone of Silence**" is in effect from the date/time of the deadline for submission of the bid, and terminates at the time that the Board of County Commissioners or a County Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action that ends the solicitation process. Bidders may, however, contact any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract, via written communication, i.e., facsimile, e-mail or U.S. mail. Violations of the "Cone of Silence" are punishable by a fine of \$250.00 per violation.

h. **CONFLICT OF INTEREST:** The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in a manner with the performance or services required hereunder, as provided for in chapter 112, part III, Florida Statutes, and the Palm Beach County Code of Ethics, sections 2-441–2-448 of the Palm Beach County Code. All bidders shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the bidder's firm or any of its branches. The County's Code of Ethics, which applies to all County officials and employees, shall serve as the County's conflict of interest policy for federal awards.

i. **SUCCESSORS AND ASSIGNS:** The County and the bidder each binds itself and its successors and assigns to the other party in respect to all provisions of the Contract. Neither the County nor the bidder shall assign, sublet, convey or transfer its interest in the Contract without the prior written consent of the other.

j. **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the bidder shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the bidder, its subcontractors, agents, servants or employees during the course of performing services or providing goods pursuant to this solicitation and/or the resultant contract. Further, bidder shall hold County harmless and indemnify County for any funds that the County is obligated to refund the Federal Government arising out of the conduct, activities or administration of the contract by the bidder.

k. **PUBLIC RECORDS, ACCESS, AUDITS AND RETENTION:**

The bidder agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the Contract which have been created as a part of the bidder's services or authorized by the County as a reimbursable expense, whether generated directly by the bidder, or by or in conjunction or consultation with any other party whether or not a party to the Contract, whether or not in privity of contract with the County or the bidder, and wherever located shall be the property of the County.

Any material submitted in response to this solicitation is considered a public document in accordance with section 119.07, Florida Statutes. All submitted information that the responding bidder believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in sections 119.07 and 812.081, Florida Statutes) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

The County shall have the right to request and review bidder's books and records to verify bidder's compliance with the Contract, adherence to the Equal Business Opportunity ("EBO") Program and its bid. The County shall have the right to interview subcontractors, and workers at the work site to determine Contract compliance. The bidder shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of the Contract. Bidder shall retain all books and records pertaining to the contract, including, but not limited to, subcontractor payment records, for five (5) years after project completion date. The County and the Palm Beach County Inspector General shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, in Palm Beach County at any reasonable time during the five (5) years.

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if the bidder: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) Florida Statutes, the bidder shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time. The bidder is specifically required to:

- I. Keep and maintain public records required by the County to perform services as provided under the Contract.
- II. Upon request from the County's Custodian of Public Records, provide the County 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. The bidder further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- III. 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 bidder does not transfer the records to the public agency.
- IV. Upon completion of the Contract, the bidder shall transfer, at no cost to the County, all public records in possession of the bidder unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the bidder transfers all public records to the County upon completion of the Contract, the bidder shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the bidder keeps and maintains public records upon completion of the Contract, the bidder shall meet all applicable requirements for retaining public records. All records stored electronically by the bidder must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the bidder to comply with the requirements of this article shall be a material breach of the Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Bidder acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

- I. **INCORPORATION, PRECEDENCE, JURISDICTION:** This Invitation for Bid, and any amendments thereto, shall be included and incorporated in the resulting contract. The resulting contract shall be comprised of the Invitation for Bid, the successful bidder's response, and the award letter. Any and all legal action necessary to enforce the award or resulting contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the award or the resulting contract shall be in a court of competent jurisdiction located in Palm Beach County.

The order of legal precedence is as follows: Laws passed by Congress, which are codified in provisions of the United States Code (U.S.C.) applicable to the funding source for this Invitation for Bid; Rules or regulations adopted by a federal agency, which are codified in the Code of Federal Regulations (C.F.R.) and applicable to the funding source for this Invitation for Bid; the federal award or funding document for this Invitation for Bid; 2 C.F.R. §§ 200.317–200.326, which comprise the

"SuperCircular" or "Uniform Guidance"; Palm Beach County Code Sections 2-51–2-58; and, the Contract, inclusive of this Invitation for Bid (as defined above), the bidder's bid response, and the County's award letter.

- m. **LEGAL EXPENSES:** The County shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of the contract, or from any other matter generated by or relating to the contract.
- n. **NO THIRD PARTY BENEFICIARIES:** No provision of the Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to the Contract, including but not limited to any citizen or employees of the County and/or bidder.
- o. **DISCRIMINATORY VENDOR LIST, PUBLIC ENTITY CRIMES, AND SCRUTINIZED COMPANIES:**

- 1) **DISCRIMINATORY VENDOR LIST:** An entity or affiliate who has been placed on the discriminatory vendor list may not: submit a bid on a Contract to provide goods or services to a public entity; submit a bid on a contract with a public entity for the construction or repair of a public building or public work; submit bids on leases of Real Property to a public entity; award or perform work as a vendor, supplier, subcontractor, or consultant under contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.
- 2) **PUBLIC ENTITY CRIMES:** Section 287.133, Florida Statutes requires Palm Beach County to notify all bidders of the following: "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 on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a bidder, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
- 3) **SCRUTINIZED COMPANIES:** As provided in section 287.135, Florida Statutes, by entering into a Contract or performing any work in furtherance hereof, the bidder certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes. Pursuant to section 287.135(3)(b), if bidder is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the resulting Contract from this Invitation for Bid may be terminated at the option of the County.

SCRUTINIZED COMPANIES (WHEN CONTRACT VALUE IS GREATER THAN \$1 MILLION):

As provided in section 287.135, Florida Statutes, by entering into a Contract or performing any work in furtherance hereof, the bidder certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by bidder, the resulting Contract from this Invitation for Bid may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Contract shall be imposed, pursuant to section 287.135, Florida Statutes. Said certification must also be submitted at the time of Contract renewal.

p. **DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN**

Pursuant to F.S. 286.101, as may be amended, by entering into a Contract or performing any work in furtherance hereof, the bidder certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

3. **BID SUBMISSION**

- a. **SUBMISSION OF RESPONSES:** All bid responses must be submitted on the Bid Response Form provided in this Invitation for Bid. Bid responses on bidder letterhead or bid forms shall not be accepted. Responses must be typewritten, written in ink or a photocopy and must be signed by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID AS BEING NON-RESPONSIVE.** Bid responses are to be submitted to the designated Contact Person for the Invitation for Bid no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the bid number for proper handling.

- b. **CERTIFICATIONS, LICENSES AND PERMITS:** Unless otherwise directed in the Special Conditions of this Invitation for Bid, bidder should include with its bid a copy of all applicable Certificates of Competency or Licenses issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder, as shown on the bid response page. If applicable, the bidder shall also maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete the contractual service at no additional cost to Palm Beach County. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained and are current throughout the term of the contract, inclusive of any renewals. Failure to meet this requirement shall be considered a default of the contract.

c. **S/M/WBE - EBO REQUIREMENTS**

NOTE: The following provisions apply to the sections of the non-federally funded portions of this solicitation. All OEBO Program Forms, including waiver forms and good faith effort documentation are available on the OEBO website: <http://discover.pbccgov.org/oebo/Pages/Documents.aspx>

Item 1 – Policy

It is the policy of the Board that all segments of its business population, including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. To that end, the Board adopted an Equal Business Opportunity Ordinance, which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code, (EBO Ordinance) which sets forth the County's requirements for the EBO Program, and which is incorporated in this solicitation. The provisions of the EBO Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

Item 2 – Application of Affirmative Procurement Initiative(s) (API)

a. **Application of API(s)**

The API(s) approved for this solicitation, including any applicable S/M/WBE goals is/are attached.

b. **S/M/WBE Goal Waiver Request**

NOTE: Item 2b is only applicable if an S/M/WBE Goal is applied as an API.

If bidder is unable to comply with the API(s) requirements as set forth in this solicitation, such bidder shall submit a request for a

waiver or partial waiver at least seven (7) days prior to the bid due date as stated in the solicitation. If a bidder requests a waiver from an API requirement from the Office of Equal Business Opportunity (OEBO) at least seven (7) days prior to the bid due date, then the bid due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted, the solicitation will be amended accordingly and the due date extended. After submission of a bid, if bidder, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then bidder must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, as defined below, the bidder is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the bidder's inability to meet the goal requirement. In the event the bidder is found not to have performed Good Faith Efforts, as defined below, in its attempt to find a suitable substitute for the initial S/M/WBE proposed utilization, one (1) or more of the penalties and sanctions as set forth in the EBO Ordinance may be applied.

Good Faith Efforts

Such waiver request shall include specified documentation that demonstrates satisfactory Good Faith Efforts, as defined below, were undertaken by bidder to comply with the requirements as described under the selected S/M/WBE goal. The Good Faith Effort waiver request with instructions for submission to the OEBO, is located on the OEBO website: <http://discover.pbccgov.org/oebo/Pages/Documents.aspx>.

The OEBO shall review a waiver request within seven (7) days of receipt. The bid due date will be extended during this review period. If the OEBO determines that adequate Good Faith Efforts, as defined below, have been demonstrated by the bidder to warrant a partial or total waiver of the API, then the solicitation shall be amended accordingly to reflect the partial or total waiver. The amended solicitation shall then be advertised to all prospective bidders and the bid due date extended. However, if the OEBO determines that the bidder failed to submit documentation sufficient to demonstrate that Good Faith Efforts, as defined below, were undertaken by the bidder to support its waiver or partial waiver request, the request for waiver or partial waiver shall be denied, and the solicitation shall remain unchanged. In the event of an adverse waiver or partial waiver request decision, the bidder shall have the right to request reconsideration of the adverse decision by the Director OEBO, and if still aggrieved, shall be subsequently entitled to the process for an appeal to a Special Master as referenced in Section 2.-80.28 (b) of the EBO Ordinance. The solicitation due date shall be extended pending the OEBO Director's reconsideration and Special Master appeal process, if requested.

Documentation Required for Good Faith Efforts

Documentation means documentation of the bidder's intent to comply with the applicable API(s), including, but not limited to, the following: (1) documentation as stated in the solicitation reflecting the bidder's commitment to comply with S/M/WBE goals as established by the OEBO for a particular contract; or (2) documentation of efforts made toward achieving EBO program goals (e.g., solicitations of bids / proposals / qualification statements from all qualified S/M/WBE firms listed in the OEBO's directory of certified S/M/WBE firms; correspondence from qualified S/M/WBE firms documenting their unavailability to perform S/M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for S/M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of S/M/WBE subcontractors; documentation of efforts to assist S/M/WBE firms with obtaining financing, bonding or insurance required by the bidder; and documentation of consultations with trade associations and consultants that represent the interests of S/M/WBEs in order to identify qualified and available S/M/WBE subcontractors. Scoring of Good Faith Efforts documentation and administrative determinations regarding the adequacy of such Good Faith Efforts is the responsibility of the OEBO.

Item 3 – Bid Submission Documentation

If any subcontractors or subconsultants are utilized in performing work under the contract, bidders shall complete Schedule 1 and

Schedule 2, listing the work to be performed by any subcontractor or subconsultant, including S/M/WBE subcontractors and subconsultants.

S/M/WBE bidders submitting as Prime Contractors or Consultants are advised that they shall complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce.

Schedules 1 and 2 are to be submitted with the bid prior to the published bid submission time.

Schedule 1 – List of Proposed Contractor / Consultant and Subcontractor / Subconsultant Participation

A completed Schedule 1 submitted by the prime shall list the names of all Subcontractors / subconsultants intended to be used in performance of the contract, if awarded, including the total proposed percentage of S/M/WBE participation. This schedule shall also be used if an S/M/WBE Prime contractor / consultant is performing all or any portion of the contract with their work force.

Schedule 2 – OEBO Letter of Intent

A completed and executed Schedule 2 is a binding document between the Prime contractor / consultant and a Subcontractor / subconsultant (or any tier) and should be treated as such. Each Schedule 2 shall be executed by the Prime contractor / consultant and by the proposed Subcontractor / subconsultant. If the Prime contractor / consultant is an S/M/WBE, a Schedule 2 shall be submitted to document work to be performed by its workforce. All S/M/WBE(s) shall specify, in detail, the type of work they will perform along with the dollar amount they will be compensated and/or percentage of work they will perform. If any Subcontractor / subconsultant intends to subcontract any portion of their work, they are required to list the dollar amount and the name of the Subcontractor / subconsultant on this Schedule. All named Subcontractors / subconsultants on this Schedule must also complete and submit a separate Schedule 2. The Prime may count toward its SBE or M/WBE goal second and third tiered certified S/M/WBE(s); provided that the Prime contractor / consultant submits a completed and executed Schedule 2 for each S/M/WBE.

A detailed scope of work may be attached with an executed Schedule 2.

In the event of a conflict between Schedules 1 and 2 when calculating S/M/WBE participation, the information provided on Schedule 2 shall have precedence.

In the event of mathematical error(s), the unit price, if available, shall prevail and the bidder's total offer shall be corrected accordingly. If the County's issuance of an alternate or change order on a project results in changes in the scope of work to be performed by a Subcontractor / subconsultant listed at the time of bid submission, the Prime must submit a, completed and executed Schedule 2 that specifies the revised scope of work to be performed by the Subcontractor / subconsultant, along with the modified price and /or percentage.

Item 4 – S/M/WBE Certification

Only those firms certified by Palm Beach County at the time of bid submission shall be counted toward the established S/M/WBE goals. Upon receipt of a completed application, IT TAKES UP TO NINETY (90) BUSINESS DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY. It is the responsibility of the bidder to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that bidders visit the online Vendor Directory at www.pbcgov.org/oebo to verify S/M/WBE certification status. Firms must continue to recertify during the life of the contract as the County may only count toward the established goal, work performed by an S/M/WBE during the time their certification dates are valid.

Item 5 – Counting S/M/WBE Participation

NOTE: Item 5 is only applicable if an S/M/WBE Goal is applied as an API.

- a. Once a business is determined to be an eligible S/M/WBE according to the Palm Beach County certification procedures, the Prime contractor / consultant may count toward its goals only that portion of the total dollar value of a contract

performed by the S/M/WBE. Prior to issuance of this solicitation, the total dollar value of a contract will be determined by the County by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts, as defined in the EBO Ordinance.

- b. Certified S/M/WBE participation will only count toward the established goal in a business category in which it does not exceed the size standard.
- c. The Prime contractor / consultant may count toward the established goal a portion of the total dollar value of a contract with a joint venture, based on the clearly defined portion of the work to be performed by the certified S/M/WBE of the joint venture.
- d. The Prime contractor / consultant may count toward the established goal the entire expenditures for materials and equipment purchased by an S/M/WBE Subcontractor / subconsultant, provided that the S/M/WBE Subcontractor / subconsultant has the responsibility for the installation of the purchased materials and equipment.
- e. The Prime contractor / consultant may count sixty percent (60%) of its expenditure to S/M/WBE suppliers / distributors that are not manufacturers toward the established goal.
- f. The Prime contractor / consultant may count toward the established goal, second and third tiered certified S/M/WBEs, provided that the Prime submits a completed Schedule 2 for each S/M/WBE.
- g. The Prime contractor / consultant may count the entire expenditure to an S/M/WBE manufacturer toward the established goal (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).
- h. The Prime contractor / consultant may only count towards the established goal the goods and services in which the S/M/WBE subcontractor / subconsultant is certified and performs with their work force.

Item 6 – Responsibilities After Contract Award

Schedule 3 – Subcontractor Activity Form

The Prime Contractor shall submit a completed Schedule 3 with each invoice, or payment application when any subcontractor / subconsultant has provided services during the period in which the Prime is requesting payment. This Schedule shall contain the names of all the Prime and subcontractors / subconsultants on the project specifying the contracted dollar amount, approved change orders; revised contract amount; amount drawn this period; amount drawn to date; and payments to date issued to all subcontractors / subconsultants with their starting date.

Schedule 4 – Subcontractor / Subconsultant Payment Certification

A fully executed Schedule 4 shall be submitted for each Subcontractor / subconsultant after receipt of payment from the Prime contractor / consultant. The Prime contractor / consultant shall submit this Schedule with each payment application or invoice submitted to the County when the County has paid the Prime contractor / consultant on the previous payment application for services provided by a Subcontractor / subconsultant. If any Subcontractor / subconsultant intends to disburse funds associated with this payment to another Subcontractor / subconsultant for labor provided on the contract, the amount and name of the Subcontractor / subconsultant shall be listed on this Schedule. All named Subcontractors / subconsultants on this Schedule must also complete and submit a separate Schedule 4 after receipt of payment. If the Prime contractor / consultant is a certified S/M/WBE, a Schedule 4 shall be submitted to reflect the amount of payment retained by the Prime contractor / consultant for services performed by its own workforce.

All bidders hereby agree and assure that they will meet the S/M/WBE participation percentages submitted in their respective bids with the Subcontractors / subconsultants contained on Schedules 1 and 2 and at the dollar values or percentages specified. Respondents or bidders agree to provide any additional information requested by the County to substantiate participation.

The successful bidder shall submit a Schedule 3 and Schedule 4 with each payment application, when applicable. Failure to provide these Schedules may result in a delay in processing payment or

disapproval of the invoice until they are submitted. The Schedule 3 is to be filled out by the Prime contractor / consultant and the Schedule 4 is to be executed by the Subcontractor / subconsultant to verify receipt of payment.

Upon letter notification by the County that the EBO payment portal/tracking system is available for use, the successful bidder is required to input all Subcontractor / subconsultant payment information directly into the EBO payment portal/tracking system prior to submitting a payment application.

Item 7 – S/M/WBE Substitutions

After contract award, the Prime contractor / consultant will only be permitted to substitute a certified S/M/WBE that is unwilling or unable to perform. The Prime contractor / consultant will only be permitted to modify the scope of work or price of an S/M/WBE listed in their response to the solicitation as a result of the County's issuance of an amendment, alternate or change orders on a project. Substitutions shall be done with like certified S/M/WBEs in order to maintain the participation percentages submitted with the bid.

All requests for modifications or substitutions shall be submitted to the County and the OEBO on the EBO Request for S/M/WBE Substitution Modification Removal Form for review. Upon receiving an approval for substitution, the Prime contractor / consultant shall complete and submit a new executed Schedule 2 that specifies the revised scope of work to be performed by the S/M/WBE along with the revised dollar amount and/or percentage.

A detailed scope of work may be attached with an executed Schedule 2.

Item 8 – EBO Program Compliance- Penalties

Under the EBO Ordinance, the OEBO is required to implement and monitor S/M/WBE utilization during the term of any contract resulting from this solicitation. It is the County's policy that S/M/WBEs shall have the maximum feasible opportunity to participate in the performance of County contracts. All bidders are required to comply with the EBO Ordinance and shall be expected to comply with the API(s) applicable to this solicitation, as well as the S/M/WBE utilization proposed by a bidder in its Bid, which utilization plan forms a part of any resulting Contract.

The Director of the OEBO or designee may require such reports, information, and documentation from the bidder as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Bidder shall correct all noncompliance issues within fifteen (15) days of a written notice of noncompliance by the department procuring the goods or services or the OEBO. If the bidder does not resolve the non-compliance within fifteen (15) days of receipt of written notice of non-compliance, then upon recommendation of sanctions by the Director of OEBO or designee the Purchasing Director may impose upon the non-complying party any or all of the following penalties:

- a. Suspension of contract;
 - b. Withholding of funds;
 - c. Termination of contract based upon a material breach of contract pertaining to EBO Program compliance;
 - d. Suspension or Debarment of a respondent or bidder, contractor or other business entity from eligibility for providing goods or services to the County for a period not to exceed two (2) years; and
 - e. Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the contract, and the dollar value of S/M/WBE participation as actually achieved, if applicable.
- d. **LOCAL PREFERENCE ORDINANCE:** NOTE: The following provisions apply to the sections of the non-federally funded portion of this solicitation. In accordance with the Palm Beach County Local Preference Ordinance, a preference may be given to (1) bidders having a permanent place of business in Palm Beach County or (2) bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades.
1. **Glades Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Glades Local Preference is

given when a Glades business offers to provide the goods or services that will be procured for use in the Glades. If the lowest responsive, responsible bidder is a non-Glades business, all bids received from responsive, responsible Glades businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Glades Local Preference is calculated only for the purpose of determining local preference.

2. **Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Local Preference is given to bidders having a permanent place of business in Palm Beach County. If the lowest responsive, responsible bidder is a non-local business; all bids received from responsive, responsible local businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Local Preference is calculated only for the purpose of determining local preference.
 3. To receive a Glades Local Preference or a Local Preference (collectively referred to as "local preference"), a bidder must have a permanent place of business in existence prior to the County's issuance of this Notice of Solicitation / Invitation for Bid. A permanent place of business means that the bidder's headquarters is located in Palm Beach County or in the Glades, as applicable; or, the bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable, where the bidder will produce a substantial portion of the goods or services to be purchased.
 4. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless the bidder is exempt from the business tax receipt requirement by law, and will be used to verify that the bidder had a permanent place of business prior to the issuance of this Notice of Solicitation / Invitation for Bid. In addition, the attached "Certification of Business Location" and Business Tax Receipt must accompany the bid at the time of bid submission. The Palm Beach County Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder / proposer to not receive a local preference.
- e. **DRUG FREE WORKPLACE CERTIFICATION (ATTACHMENT I):** In compliance with Florida Statutes (Section 287.087), the attached form "Drug-Free Workplace Certification" should be fully executed and submitted with the bid response in order to be considered for a tie-breaker whenever two (2) or more bids that are equal with respect to price, quality, and service are received by Palm Beach County.
- f. **CONDITIONED OFFERS:** Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in any correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.
- g. **PRICING:**
1. Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.
 2. The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.
 3. All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
 4. Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid submission to allow for evaluation and award.
 5. Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term.
 6. In the event of mathematical error(s), the unit price shall prevail and the bidder's total offer shall be corrected accordingly. **BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED BY THE BIDDER PRIOR TO BID SUBMISSION; HOWEVER, IF THE CORRECTION IS NOT PROPERLY INITIALED, BUT THE INTENT OR LEGIBILITY OF THE CORRECTION IS CLEAR, THE**

BID SHALL NOT BE REJECTED.

7. Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.
- h. **SUBMITTING NO BID OR NO CHARGE:** Bidders not wishing to bid on some items sought by this IFB should mark those items as "no bid". If some items are offered at no charge, bidders should mark those items as "no charge". Items left blank shall be considered a "no bid" for that item, and the bid shall be evaluated accordingly.
- i. **ACCEPTANCE / REJECTION OF BIDS:** Palm Beach County reserves the right to accept or to reject any or all bids. Palm Beach County also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.

Palm Beach County reserves the right to reject any offer or bid if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the County, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.
- j. **NON-EXCLUSIVE:** The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.
- k. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** Palm Beach County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities pursuant to the requirements of the federal awarding agency.
- l. **PERFORMANCE DURING EMERGENCY:** The successful bidder agrees and promises that, immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, Palm Beach County shall be given "first priority" for all goods and/or services under the contract. Bidder agrees to provide all goods and/or services to Palm Beach County immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24-hour phone number to the County. Failure to provide the goods and/or services to the County on a first priority basis immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of contract and subject the bidder to sanctions from doing further business with the County.
- m. **SALES PROMOTIONS / PRICE REDUCTIONS / MOST FAVORED CUSTOMER:** Should sales promotions occur during the term of the contract that lower the price of the procured item, the bidder may extend to the County the lower price offered by the manufacturer on any such promotional item. Additionally, any time after award, the bidder may offer a reduced price, which shall remain in effect for the duration of the contract. The bidder warrants that the price(s) shall not exceed the bidder's price(s) extended to its most favored customer for the same or

similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the bidder offers more favorable pricing to one of its customers, the bidder shall extend to the County the same pricing or the then current market price, whichever is lower.

- n. **BIDDER'S COMMERCIAL NON-DISCRIMINATION CERTIFICATION:** In accordance with Palm Beach County Code Section 2-80.24, the undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its response to this solicitation, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the bid submitted by the bidder for this Solicitation, and to terminate any contract awarded based on the response.

At the time of bid submission, the bidder shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the bidder discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

Bidder shall indicate its agreement to the foregoing by signing the Response page.

Bidder's failure to meet these requirements shall render its bid response non-responsive.

4. BID SUBMISSION TIME / AWARD OF BID

- a. **OBSERVING THE PUBLISHED BID SUBMISSION TIME:** The published bid submission time shall be scrupulously observed. It is the sole responsibility of the bidder to ensure that their bid arrives in the Purchasing Department prior to the published bid submission time. Any bid delivered after the precise published time of bid submission shall not be considered. Bidders shall not be allowed to modify their bids after the published bid submission time.
- b. **POSTING OF AWARD RECOMMENDATION:** Recommended awards shall be publicly posted for review at the Purchasing Department and on the Purchasing Department website at www.pbcgov.org/purchasing prior to final approval, and shall remain posted for a period of five (5) business days. The official posting on the Purchasing Department website shall prevail if a discrepancy exists between the referenced listings.
- c. **PROTEST PROCEDURE:** Protest procedures are provided in the Palm Beach County Purchasing Code. Protests shall be submitted in writing, addressed to the Director of Purchasing, via hand delivery, mail or e-mail to purchase@pbcgov.org. The protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department. Failure to file a protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of the protest under the referenced County Code.

5. CONTRACT ADMINISTRATION

- a. **DELIVERY AND ACCEPTANCE:** Deliveries of all items shall be made as soon as possible. Deliveries resulting from this IFB are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. Should the bidder fail to deliver on or

before the stated dates, the County reserves the right to CANCEL the order or contract and make the purchase elsewhere. The bidder shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply with specifications. The County may return, at the expense of the bidder and for full refund or credit at the discretion of the County, any item(s) received which fail to meet the County's specifications or performance standards.

- b. **FEDERAL AND STATE TAXES:** Palm Beach County is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the bidder, upon request. Bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are bidders authorized to use the County's Tax Exemption Number in securing such materials. Any sales tax paid by bidders to their suppliers for materials to fulfill contractual obligations with the County are not reimbursable by the County to the bidder.
- c. **PAYMENT:** In order for Palm Beach County to make payment, the bidder's Legal Name; bidder's Address; and bidder's TIN/FEIN Number on the bid response must be exactly the same as it appears on the invoice and in Palm Beach County's VSS system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>.

Bidders shall send **ALL ORIGINAL** invoices to the following address and may send copies of invoices to the Palm Beach County Department requesting the goods/services. Invoices submitted on carbon paper shall not be accepted.

**PALM BEACH COUNTY
FINANCE DEPT.
P.O. BOX 4036
WEST PALM BEACH, FL 33402-4036**

Payment shall be made by the County after the goods and/or services have been received, accepted and properly invoiced as indicated in the contract or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this IFB. Interest penalties will only be paid in accordance with the Florida Prompt Payment Act, section 218.70, Florida Statutes.

Note: Bidders can now be paid by Credit Card via the County's Voluntary Payment Manager Program. For bidders who do not have a merchant account, one is needed to utilize the Program. For bidders with a merchant account, you will need to enroll with the Palm Beach County Clerk & Comptroller's office. For information, contact the Palm Beach County Clerk & Comptroller at pbcpaymentmgr@mypalmbeachclerk.com.

- d. **CHANGES:** The Director of Purchasing, by written notification to the bidder, may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The bidder shall not amend any provision of the contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board of County Commissioners.
- e. **DEFAULT AND TERMINATION FOR CAUSE:** The County may, by written notice of default to the bidder, terminate the contract in whole or in part if the bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this IFB or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates the contract in whole or in part because of default of the bidder, the County may procure goods and / or services similar to those terminated, and the bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the bidder was not in default or that the default

was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience".

- f. **TERMINATION FOR CONVENIENCE:** The Director of Purchasing may, whenever the interests of the County so require, terminate the contract, in whole or in part, for the convenience of the County. The Director of Purchasing shall give five (5) days prior written notice of termination to the bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the bidder has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the bidder shall terminate outstanding orders and/or subcontracts related to the terminated work.

- g. **REMEDIES:** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

6. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, section 2-421-2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, section 2-421-2-440, and punished pursuant to section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

7. ANNUAL APPROPRIATIONS

The County's performance and obligation to pay under the resulting contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years.

8. E-VERIFY – EMPLOYMENT ELIGIBILITY

Bidder warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of bidder's subconsultants performing the duties and obligations of the contract are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Bidder shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Bidder shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of the contract, which requires a longer retention period.

County shall terminate the contract if it has a good faith belief that bidder has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that bidder's subconsultant has knowingly violated section 448.09(1), County shall notify bidder to terminate its contract with the subconsultant and bidder shall immediately terminate its contract with the subconsultant. If County terminates the contract pursuant to the above, bidder shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which the contract was terminated. In the event of

such contract termination, bidder shall also be liable for any additional costs incurred by County as a result of the termination.

9. Prohibition Against Considering Social, Political Or Ideological Interests In Government Contracting -- F.S. 287.05701

Vendors are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Vendors are further notified that the County's governing body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

10. HUMAN TRAFFICKING AFFIDAVIT

Bidder warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Bidder has executed **Exhibit A**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

11. FEDERAL TERMS AND CONDITIONS

a. EQUAL EMPLOYMENT OPPORTUNITY.

Only applicable to contracts for construction or repair.

"Federally Assisted Construction Contract"

The regulation at 41 C.F.R. § 60-1.3 defines a federally assisted construction contract as "any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work."

"Construction Work"

The regulation at 41 C.F.R. § 60-1.3 defines construction work as "the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction."

"Contract"

The regulation at 41 C.F.R. § 60-1.3 defines contract as "any Government contract or subcontract or any federally assisted construction contract or subcontract."

Additional definitions pertaining to this contract provision can be found at 41 C.F.R. § 60-1.3

If the contract is for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. ch. 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, then during the performance of the contract, the bidder agrees as follows:

- I. The bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The bidder 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, sexual orientation, gender identity, 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 bidder 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.

- II. The bidder will, in all solicitations or advertisements for employees placed by or on behalf of the bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- III. The bidder will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the bidder's legal duty to furnish information.
- IV. The bidder 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 bidder's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- V. The bidder 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.
- VI. The bidder 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.
- VII. In the event of the bidder's noncompliance with the nondiscrimination clauses of the contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the bidder 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 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.
- VIII. The bidder will include the portion of the sentence immediately preceding paragraph I. and the provisions of paragraphs I. through VIII. 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 bidder 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 bidder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the bidder may request the United States to enter into such litigation to protect the interests of the United States.

The County further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the County so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The County agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of bidder and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The County further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a bidder debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon bidders and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the County agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the County under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such County; and refer the case to the Department of Justice for appropriate legal proceedings.

b. DAVIS-BACON ACT.

Only applicable to contracts for construction or repair.

For contracts in excess of \$2,000 entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 C.F.R. §5.1, the bidder shall adhere to following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

I. 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 C.F.R. 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 as Attachment ___ and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the bidder 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 b.I.(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 29 C.F.R. § 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 b.I.(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the bidder 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 County 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 County 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 bidder and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the County 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 bidder, the laborers or mechanics to be employed in the classification or their representatives, and the County do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the County shall refer the questions, including the views of all interested parties and the recommendation of the County, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the County 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 b.I.(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the 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 bidder 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 bidder does not make payments to a trustee or other third person, the bidder 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 bidder, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the bidder to set aside in a separate account assets for the meeting of obligations under the plan or program.

II. Withholding.

The County 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 bidder under the 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 bidder 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 (Agency) may, after written notice to the bidder, sponsor, County, 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.

III. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the bidder 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 C.F.R. § 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 bidder 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. Bidders 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 bidder shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the grantor County, sponsor, or owner, as the case may be, for transmission to the grantor. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. § 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. Bidder and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the grantor if the agency is a party to the contract, but if the agency is not such a party, the bidder will submit them to the County, sponsor, or owner, as the case may be, for transmission to the grantor the bidder, 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 bidder 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 29 C.F.R. § 5.5 (a)(3)(ii) of Regulations, 29 C.F.R. part 5, the appropriate information is being maintained under 29 C.F.R. § 5.5 (a)(3)(i) of Regulations, 29 C.F.R. 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 C.F.R. 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 b.III.(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the bidder 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 bidder or subcontractor shall make the records required under paragraph b.III.(i) of this section available for inspection, copying, or transcription by authorized representatives of the grantor or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the bidder or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the bidder, sponsor, County, 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 C.F.R. § 5.12.

IV. 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 bidder 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 bidder 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 bidder'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 bidder 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 C.F.R. § 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 bidder 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 C.F.R. part 30.

V. Compliance with Copeland Act requirements. The bidder shall comply with the requirements of 29 C.F.R. part 3, which are incorporated by reference in the contract.

VI. Subcontracts. The bidder or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. § 5.5(a)(1) through (10) and such other clauses as the grantor 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 C.F.R. § 5.5.

VII. Contract termination: debarment. A breach of the contract clauses in 29 C.F.R. § 5.5 may be grounds for termination of the contract, and for debarment as a bidder and a subcontractor as provided in 29 C.F.R. § 5.12.

VIII. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in the contract.

IX. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of the contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of

Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the bidder (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

X. Certification of eligibility.

(i) By entering into the contract, the bidder certifies that neither it (nor he or she) nor any person or firm who has an interest in the bidder'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 C.F.R. § 5.12(a)(1).

(ii) No part of the 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 C.F.R. § 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. CONTRACT WORK HOURS AND SAFETY ACT.

Only applicable to contracts for construction or repair.

Bidder shall comply with the Contract Work Hours and Safety Act (for contracts in excess of \$100,000 that involve the employment of mechanics or laborers) in accordance with 40 U.S.C. § 3702, as supplemented by Department of Labor regulations (29 C.F.R. pt. 5) as follows:

1. **Overtime requirements.** No bidder 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 work week 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 I. of this section the bidder and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such bidder 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 I. of this section, in the sum of \$29 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 I. of this section.
3. **Withholding for unpaid wages and liquidated damages.** The County 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 bidder 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 bidder, such sums as may be determined to be necessary to satisfy any liabilities of such bidder or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph II. of this section.
4. **Subcontracts.** The bidder or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs I. through VI. of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The bidder shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs I. through VI. of this section.
5. The bidder or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

6. Records to be maintained under this provision shall be made available by the bidder or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the bidder or subcontractor will permit such representatives to interview employees during working hours on the job.

- d. **SCIENTIFIC RESEARCH AND DEVELOPMENT AND COPYRIGHT AND PATENT RIGHTS.** Those solicitations or contracts providing federal funds in support of scientific research and development must comply with the requirements of 37 C.F.R. pt. 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.

County shall be the exclusive owner of any patent rights arising as a result of any discovery or invention which arises or is developed in the course of or under the contract. The County shall hold the copyright to works produced or purchased under the contract. The Federal Government holds a royalty-free, non-exclusive and irrevocable license to produce, publish, or to otherwise authorize others to use, for Federal Government purposes, copyrighted material that was developed under a federal award or purchased under a federal award.

- e. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT FOR PROCUREMENTS VALUED IN EXCESS OF \$150,000.** If the contract is in excess of \$150,000, the bidder agrees as follows:

"Clean Air Act"

Bidder 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).

The bidder agrees to report each violation to the County, and understands and agrees that the County will, in turn, report each violation as required by the federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

The bidder agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance money.

"Federal Water Pollution Control Act"

Bidder 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.

The bidder agrees to report each violation to the COUNTY, and understands and agrees that the COUNTY will, in turn, report each violation as required by the federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

The bidder agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance money.

- f. **BYRD ANTI-LOBBYING AMENDMENT FOR PROCUREMENTS VALUED AT OR IN EXCESS OF \$100,000 (ATTACHMENT II).** Bidders 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 bidder who in turn will forward the certification(s) to the awarding agency.

A completed certificate attached hereto-titled Byrd Anti-Lobbying (ATTACHMENT II) is required to be submitted in bidder's sealed Bid. Upon request, the successful bidder agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and sub-consultants after Contract award.

- g. **DEBARMENT AND SUSPENSION (ATTACHMENT III).** A completed "Certification Regarding Debarment and Suspension" is required at time of Bid submission. Upon request, the successful bidder agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

1. The contract is a covered transaction for purposes of 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19, subpart C, and 2 C.F.R. pt. 3000, subpart C. As such the bidder is required to verify that the bidder, 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 bidder must comply with 2 C.F.R. pt. 180, subpart C, and 31 C.F.R. pt. 19, 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 County. If it is later determined that the bidder did not comply with 2 C.F.R. pt. 180, subpart C, and 31 C.F.R. pt. 19, subpart C, and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Federal Government serving as grantee and County as subgrantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder must comply with the requirements of 2 C.F.R. pt. 180, subpart C, and 31 C.F.R. pt. 19, 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 further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to bidder of this Certification completed by its suppliers, subcontractors and subconsultants.

- h. **PROCUREMENT OF RECOVERED MATERIALS FOR GOODS VALUED ABOVE \$10,000.** In the performance of the contract, the bidder 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.

Information about this requirement along with a list of EPA-designated items is available at EPA's Comprehensive

Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The bidder also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

- i. **PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES (48 C.F.R. § 52.204-25).**

I. Definitions.

As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and

telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

II. Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The bidder is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph III. of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph III. of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

III. Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

IV. Reporting requirement

(1) In the event the bidder identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the bidder is notified of such by a subcontractor at any tier or by any other source, the bidder shall report the information in paragraph IV.(2) of this clause to the Contracting Officer, unless elsewhere in the contract are established procedures for reporting the information; in the case of the Department of Defense, the bidder shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the bidder shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The bidder shall report the following information pursuant to paragraph IV.(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph IV.(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the bidder shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The bidder shall insert the substance of this clause, including this paragraph (e) and excluding paragraph II.(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

j. DOMESTIC PREFERENCE FOR PROCUREMENTS (2 C.F.R. 200.322). As appropriate, and to the extent consistent with law, the bidder should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- k. **CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.** The County has made all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible pursuant 2 C.F.R. § 200.321(b)(1)-(5). The successful bidder, if prime subcontracts are to be let, shall take the Affirmative Steps listed below in paragraphs I. through V. of this Section.

AFFIRMATIVE STEPS must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring 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, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

- l. **PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS.** (31 U.S.C. ch. 38). The bidder acknowledges that 31 U.S.C. ch. 38 (Administrative Remedies for False Claims and Statements) applies to the bidder's actions pertaining to the contract.

- m. **CRIMINAL LAW / FALSE CLAIMS ACT.** The False Claims Act sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. 31 U.S.C. §§ 3729-3733. For example, a false claim could include false billing documentation submitted by the County received from a bidder or subcontractor under the contract.

The bidder understands that making false statements or claims in connection with the contract is a violation of federal law, which may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

- n. **COMPLIANCE WITH FEDERAL LAWS.** The contract is being funded in whole or in part with federal funds awarded to the County by the U.S. Department of the Treasury. The bidder shall comply with all applicable federal statutes, regulations, and executive orders. Bidder shall insert the substance of this clause in all subcontracts and other contractual instruments.

- o. **FEDERAL SYSTEM FOR AWARD MANAGEMENT.** A contract award shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management ("SAM") (found at www.sam.gov), which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

- p. **MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY.** Bidder is required to comply with mandatory standards and policies related to energy efficiency that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) (42 U.S.C. § 6201).

- q. **FEDERAL RECORDS REQUIREMENTS.**

1. The bidder shall maintain all records pertaining to the procurement of the goods or services paid with federal funds for a period of five (5) years from the date of submission of the final expenditure report for the entire federal allocation or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity. The County shall have access to such records as required in this Section for

the purpose of inspection or audit during normal business hours, at the bidder's place of business. Exceptions include:

- i. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- ii. When the County has received written notification to extend the records retention period from the federal awarding agency, agency for audit, oversight agency for audit, agency for indirect costs, or pass-through entity.
- iii. Records for equipment acquired with federal funds must be retained for five (5) years *after final disposition*.
- iv. When records are transferred to or maintained by the federal awarding agency or pass-through entity, the five (5) year retention requirement is *not* applicable to the County.

2. The following access to records requirements apply to the Contract:

1. The Bidder agrees to provide the County, the U.S. Treasury's Office of Inspector General, the U.S. Government Accountability Office or any of their authorized representative's, access to any books, documents, papers, and records (electronic or otherwise) of the Bidder which are directly pertinent to the Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Bidder agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. Grant reporting includes both financial and program reporting requirements. There are a variety of applicable federal, state and local laws, regulations, requirements, and policies setting forth various reporting requirements, including, but not limited to County policies and procedures, U.S. Department of the Treasury guidance and federal regulations such as Subpart D, Post Federal Award requirements, Standards for Financial and Program Management, 2 C.F.R. § 200.300 through 2 C.F.R. § 200.345. Performance reporting includes, but is not limited to, the status of the project, the status of the funds, key performance indicators.
4. The bidder agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the Contract which have been created as a part of the bidder's services or authorized by the County as a reimbursable expense, whether generated directly by the bidder, or by or in conjunction or consultation with any other party whether or not a party to the Contract, whether or not in privity of contract/order with the County or the bidder, and wherever located shall be the property of the County.
5. Bidder must comply with all of the provisions of 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
6. Bidder shall provide the County with an annual financial audit report that meets the requirements of sections 11.45 and 216.349, Florida Statutes, and Chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Any party receiving such funds shall comply with said provisions, and shall fully cooperate with any other party's compliance with said provisions.

- r. **FEDERAL CONFLICT OF INTEREST/GIFT POLICY:**

1. **Conflict of interest.** Notwithstanding any provision of section 2-443 of the Palm Beach County Code of Ethics, no employee, officer or agent of the County may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a *real or apparent* conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or may receive a tangible personal benefit from a vendor considered for a County contract.

In addition, bidder shall disclose to County in writing all federal criminal law violations involving fraud, bribery or gratuity that potentially affect the award of this solicitation. Failure to make the required disclosures can result in withheld payments, award termination, suspension or debarment of the bidder.

2. **Organizational conflict of interest.** The bidder or bidder shall not have activities or relationships (a) causing the bidder or bidder to be unable, or potentially unable, to render impartial assistance or advice to the County; (b) impairing the bidder's or bidder's objectivity in performing the contract work; or (c) resulting in an unfair competitive advantage.
3. **Gift policy.** Notwithstanding any provision of the Palm Beach County Code of Ethics, no bidder, contractor or subcontractor who submits a bid response, is a party to, or receives a benefit from; this solicitation or the resulting contract shall offer a gratuity, favor, or anything of monetary value to any officer, employee, or agent of the County. Further, no officer, employee, or agent of the County shall solicit or accept, a gratuity, favor, or anything of monetary value from a bidder, contractor or subcontractor who submits a bid response, is a party to, or receives a benefit from, this solicitation or the resulting contract.
- s. **AMERICANS WITH DISABILITIES ACT (ADA):** The bidder shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

12. FEMA REQUIRED TERMS AND CONDITIONS

In the event the Contract is funded in whole or part by the Federal Emergency Management Agency ("FEMA"), the following terms and conditions apply. Furthermore, in the event there is a conflict between the terms and conditions set forth in the General Conditions and the terms and conditions set forth in this Section, the terms and conditions set forth herein shall take precedence.

a. **DISASTER RECOVERY REFORM ACT.**

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the County and the bidder acknowledge and agree that no language in the Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

b. **CHANGES.**

The Director of Purchasing, Palm Beach County, by written notification to the bidder may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The bidder shall not amend any provision of the contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board of County Commissioners.

c. **DHS SEAL, LOGO AND FLAGS.**

The bidder shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The bidder shall include this provision in any subcontract.

d. **NO OBLIGATION BY FEDERAL GOVERNMENT.**

The Federal Government is not a party to the Contract and is not subject to any obligations or liabilities to the County, bidder, or any other party pertaining to any matter resulting from the Contract.

e. **FEMA'S ASSISTANCE TO FIREFIGHTERS GRANT.**

To the extent the Contract is funded pursuant to FEMA's Assistance to Firefighters Grant (AFG) Program, non-delivery of any AFG-funded vehicle by the contract's specified date, or other non-performance by the bidder, will require a penalty of no less than \$100 per day until such time

that the vehicle, compliant with the terms of the Contract, has been accepted by the County.

f. **COMPLIANCE WITH FEDERAL LAW.**

Notwithstanding anything to the contrary set forth in Section 9n. **Compliance With Federal Laws**, this is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The bidder will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

g. **FEDERAL RECORDS REQUIREMENTS.**

In addition to the terms and conditions set forth in Section 9.q. **FEDERAL RECORDS REQUIREMENTS**, the bidder agrees as follows:

- I. To provide County, 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 bidder which are directly pertinent to the Contract for purposes of making audits, examinations, excerpts, and transcriptions.
- II. To permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- III. The bidder agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to work being completed under the Contract.

THIS IS THE END OF "GENERAL CONDITIONS"

SPECIAL CONDITIONS

IFB #25-005/JW

FIBER OPTIC ENGINEERING, DESIGN, MATERIAL, SUPPLIES AND INSTALLATION, TERM CONTRACT

13. GENERAL/SPECIAL CONDITION PRECEDENCE

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

14. PRE-BID CONFERENCE (NON-MANDATORY)

All interested parties/bidders are invited to attend a pre-bid conference, which is scheduled to be held at PURCHASING DEPARTMENT, 50 S MILITARY TRAIL, ROOM 1N-142 NORTH/SOUTH, WEST PALM BEACH, FLORIDA 33415 on SEPTEMBER 19, 2024 commencing at 10:00 A.M.

At this time, the County's representative will be available to answer questions relative to this Invitation for Bid (IFB). Any suggested modifications may be presented in writing to, or discussed with the County's representative(s) as possible amendments to the Invitation for Bid. Changes to this Invitation for Bid may be made only by written amendment issued by the County Purchasing Department. Oral explanations or instructions given by any County representative are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that their bid is made without reliance on any oral representations made by the County.

In accordance with the provisions of ADA, auxiliary aids or services will be provided upon request with at least three days notice.

15. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder(s), qualified to provide the goods and/or service specified. The bidder shall, upon request, promptly furnish the County sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The bidder should submit the following information with their bid response; however, if not included, it shall be the responsibility of the bidder to submit all evidence, as solicited, within a time frame specified by the County (normally within two (2) working days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause for rejection of their bid. **Information submitted with a previous bid shall not satisfy this provision.**

- a. List a minimum of three (3) references in which similar goods and/or services have been provided within the past three (3) years including scope of work, contact names, addresses, e-mail addresses, telephone numbers and dates of service on the attached reference sheet included herein. A contact person shall be someone who has personal knowledge of used as a reference and that the County may be calling them. **DO NOT** list persons who are unable to answer specific the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being questions regarding the requirement.
- b. The bidder must provide written evidence (copies of current licenses/certifications), that show that the firm (bidder) or a principal in the firm be licensed to contract the scope of work in Palm Beach County with one (1) of the following:
 1. Palm Beach County Electrical or Communication and Sound Contractor licensed by the Construction Industry Licensing Board of Palm Beach County and registered with the State of Florida Electrical Licensing Board
 - OR**
 2. Certified Electrical or Limited Energy System Specialty Contractor who is certified by the State of Florida Electrical Licensing Board.
- c. The bidder must provide written evidence that the firm (bidder) has in its employment, or under contract, a Registered Communications Distribution Designer (RCDD).

16. CRIMINAL HISTORY RECORDS CHECK

This solicitation includes sites and/or buildings, which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), and Resolution R-2003-1274, as amended. County staff representing the User County Department will contact the successful bidder and provide specific instructions for meeting the requirements of this Ordinance. This provision applies to and must be adhered to by all vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering critical facilities or criminal justice information facilities.

Individuals passing the background check will be issued a badge. Successful bidder shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract work and return them to the County. If the successful bidder or its subcontractor terminates an employee who has been issued a badge, the successful bidder must notify the County within two (2) hours. At the time of termination, the successful bidder shall retrieve the badge and return it to the County in a timely manner. The County reserves the right to suspend any Vendor that; 1) does not comply with the requirements of County Code Section 2-371 through 2-377 as amended; 2) does not contact the County regarding a terminated successful bidder employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

17. AWARD (LOT-BY-LOT)

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder(s) on a lot-by-lot basis, subject to the S/M/WBE provisions and Local Preference provisions specified herein, as applicable. The County reserves the right to reject bids, which would result in an award, which is financially disadvantageous to the County. An award may be considered financially disadvantageous when it would result in an award to a bidder for less than \$1,000, or when it would result in awards of multiple small fragments. This policy is predicated on avoidance of increased administrative costs and operational complexity. Therefore, it is necessary for a bidder to bid on every item within a lot for which the bidder submits a bid in order to have a bid considered for that lot. It is also required that the bidder carefully consider each item within a lot, and make sure that each one meets the specifications as indicated for that lot. In the event that one item does not meet such specifications for that lot, the entire lot will be considered non-responsive. Additionally, if a bidder enters a No Bid or N/A for any item within a lot, they will be considered non-responsive for that lot.

18. PRIMARY AND SECONDARY DESIGNATION

Palm Beach County reserves the right to make multiple awards for this solicitation. In the event that this right is exercised, the lowest responsive, responsible bidder for each lot shall be designated primary awardee and the next lowest responsive, responsible bidder for lot item shall be designated secondary awardee. Determination of lowest, responsive, responsible bidder is subject to the S/M/WBE and Local Preference provisions specified herein, as applicable. The primary awardee shall be given the first opportunity to perform. The secondary awardee shall be contacted **only** after the primary awardee has refused to perform. The primary awardee is expected to perform all work offered to them, unless they are unable to perform it for lack of resources or technical ability. The primary awardee may be found in default of the contract if it establishes a pattern of accepting only the more desirable work and declining the less desirable work. Additionally, if during the term of the contract the primary awardee for a lot is found in default of the contract; does not agree to renew the contract; or unilaterally terminates the contract, the rights, duties, and obligations of the primary awardee for that lot shall be offered to the secondary awardee for that lot and awarded upon mutual agreement.

19. METHOD OF ORDERING (TERM CONTRACT)

A contract shall be issued for a term of twelve (12) months or until the estimated amount is expended, at the discretion of the County. The County will order on an as needed basis.

20. F.O.B. POINT

The F.O.B. point shall be destination. Exact delivery point will be indicated on the term contract delivery order (DO). Bid responses showing other than F.O.B. destination shall be rejected. Bidder retains title and assumes all transportation charges, freight, shipping, surcharges, responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages. Unless specified otherwise in this solicitation, delivery may be to any location within Palm Beach County, including locations within the Glades Area.

21. TIME AND MATERIAL CONTRACT (MATERIAL PRICING AT COST PLUS MARKUP) ADDITIONAL MATERIALS

As part of this bid, additional materials may be requested of the successful bidder that are not specified herein but are offered by the successful bidder under the scope of this solicitation. The price to be paid for materials sold to Palm Beach County as

a result of this bid award shall be based on the bidder's cost, plus a markup no greater than 10%, of the actual materials plus shipping costs.

22. TIME FOR COMPLETION / DELIVERY

Bidder acknowledges and agrees that the time of completion/delivery is an essential condition of the contract. By submitting a bid response, bidder, if awarded contract, agrees to begin work not later than ten (10) days after notification, and to proceed with the work uninterrupted in such a manner, with sufficient labor, equipment and/or materials so as to ensure its completion within an agreed upon time frame.

23. PERMIT(S) (PERMIT PRICING AT COST)

The price to be paid for permit(s) purchased for Palm Beach County as a result of this bid award, shall be based on the bidder's cost of the actual permit. With each invoice that includes permit(s) not covered by the service as defined herein, the bidder shall supply original permit(s) cost documentation to the Palm Beach County Department requesting the service as well as to the Finance Department, Pre-Audit Division, and P.O. Box 4036, West Palm Beach, Florida 33402-4036. Any Federal or State taxes paid by the successful bidder to its suppliers for a permit(s) sold to Palm Beach County as a result of this bid award, are not reimbursable by the County to the bidder.

24. AS SPECIFIED

A term contract delivery order (DO) will be issued to the successful bidder with the understanding that all items delivered and/or services rendered must meet the specifications herein. Palm Beach County will return, at the expense of the successful bidder, items not delivered as specified.

25. ESTIMATED EXPENDITURES

The anticipated term of the contract to be awarded as a result of this bid is for twelve (12) months. The anticipated value during the contract term is \$3,500,000. Palm Beach County reserves the right to increase or decrease the anticipated value as necessary to meet actual requirements, and to rebid for the contracted goods and services at any time after the anticipated value of the contract has been reached, notwithstanding that the anticipated term has not been completed.

26. QUANTITY

Palm Beach County reserves the right to increase or decrease the total quantities as necessary to meet actual requirements. Unless stipulated otherwise, Palm Beach County will accept NO minimum order requirements. Additionally, bidders are cautioned to bid in accordance with the unit specified on the response page.

27. WARRANTY

The successful bidder shall furnish factory/manufacture warranty on all items furnished hereunder against defect in materials and/or workmanship. The factory/manufacture warranty shall become effective on the date of delivery and acceptance by Palm Beach County. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to Palm Beach County.

28. RENEWAL OPTION

The successful bidder shall be awarded a contract for twelve (12) months with the option to renew for four (4) additional twelve (12) Month period(s). The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. The unit prices bid shall apply for the initial term and each renewal period. Any renewal shall be subject to the appropriation of funds by the Board of County Commissioners. A renewal shall be revoked if the successful bidder is suspended by the Purchasing Department prior to the commencement of the renewal period.

29. RENEWAL PRICING

As noted within term #28 of this solicitation, the initial term of the awarded contract is 12 months, with four subsequent 12 month terms. Palm Beach County acknowledges the fluctuating nature of prices for items and services specified in this solicitation, for the renewal period(s). All requests for price adjustments must be submitted in writing to the Director of Purchasing or designee, with substantial documentation, including but not limited to, applicable market indexes for product/service affected, Consumer Price Index (CPI) published by the US department of Labor, and any other documentation supporting the request for price adjustment. The requested price adjustment shall not exceed the published CPI rate or 3%, whichever is less. All price increase(s) and decrease(s) shall become effective only upon approval, in writing, by the Director of Purchasing. Price increases shall not be retroactive. Moreover, if mutually agreed upon, the price adjustment(s) shall be valid for the next contract/renewal term period.

and are subject to audit as to the validity/accuracy at any time by County personnel.

32. WORK SITE SAFETY/SECURITY

The successful bidder shall at all times guard against damage or loss to the property of Palm Beach County, the bidder's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the successful bidder shall provide fences, signs, barricades, flashing lights, etc., at no additional cost to the County, necessary to protect and secure the work site(s) and ensure that all County, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, successful bidder shall provide for the prompt removal of all debris from Palm Beach County property. Palm Beach County may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or its agents.

33. INSURANCE REQUIRED

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, unless otherwise directed by the County. Subsequently, the successful bidder shall, during the term of the contract, and prior to each renewal thereof, provide evidence of insurability to Palm Beach County Purchasing department, prior to the expiration date of each and every insurance required herein.

Commercial General Liability Insurance. Successful bidder shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than \$500,000 Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. **This coverage shall be endorsed to include Palm Beach County as an Additional Insured.**

Business Auto Liability Insurance. Successful bidder shall maintain Business Auto Liability Insurance at a limit of liability not less than \$500,000 Combined Single Limit Each Accident for all owned, non-owned, and hired automobiles. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.) In the event successful bidder neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing successful bidder to maintain only Hired & Non-Owned auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the bidder indicating either the bidder does not own any vehicles, and if vehicles are acquired throughout the term of the contract, bidder agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Workers' Compensation and Employer's Liability Insurance. Successful bidder shall maintain Workers' Compensation & Employer's Liability Insurance in accordance with Florida Statute Chapter 440.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the successful bidder in the types and amounts required hereunder shall be transmitted to the County via the Insurance Company/Agent within a time frame specified by the County (normally within 2 working days of request). Failure to provide required insurance shall render your bid non responsive.

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Palm Beach County as an Additional Insured.

Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. The Certificate Holder shall read: Palm Beach County Board of County Commissioners c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415. It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract.

All insurance must be acceptable to and approved by County as to form, types of coverage and acceptability of the insurers providing coverage.

Bidder shall agree that all insurance coverage required herein shall be provided by Bidder to County on a primary basis.

SPECIFICATIONS
IFB #25-005/JW

FIBER OPTIC ENGINEERING, DESIGN, MATERIAL, SUPPLIES AND INSTALLATION, TERM CONTRACT

PURPOSE AND INTENT

The sole purpose and intent of this Invitation for Bid (IFB) is to secure a firm, fixed pricing and establish a term contract for fiber optic engineering, design, material, supplies and installation on an as needed basis for Palm Beach County.

COUNTY'S RESPONSIBILITIES

The County shall:

1. Order on an as needed basis.
2. Designate a County Project Supervisor, which shall have the responsibility to ensure compliance with contract requirements, such as, but not limited to, inspection and acceptance.
3. Reserve the right to require the removal of any of the successful bidder's employees from the project, if in the County's judgement, such removal is necessary to protect the County's interest.
4. Provide access to the work area.
5. Inspect the service upon completion of work to ensure that the work is acceptable.

SUCCESSFUL BIDDER'S RESPONSIBILITIES

The successful bidder shall:

1. Coordinate all activities with the County Project Supervisor on a daily basis.
2. Not substitute from the agreed upon installation plan or repair method, as well as the equipment to be used without prior written approval from the designated County Project Supervisor.
3. Ensure that all equipment operators (including subcontractors) are competent in the use of assigned equipment.
4. Ensure that all personnel (including subcontractors) are in uniform at all time and have on their body, all of the required identification required within the contract.
5. Maintain a clean and professional work environment at all times.
6. Use full-time permanent employees for the following:
 - a. All BICSI/RCCD services
 - b. All CADD services
 - c. All GIS services
 - d. All clerical services
 - e. All ROW strand mapping, design and permitting
 - f. All fiber optic cable installation
 - g. All fiber optic cable terminating, splicing and testing

SUBCONTRACTOR'S RESPONSIBILITIES

The use of subcontractors on the contract shall be strictly restricted to the following:

1. Conduit installation – hand trenched, machine trenched or bridge mounted
2. Directional boring
3. Direct bury by plowing
4. Pull box installation
5. Pull box concrete installation
6. Innerduct installation
7. Pole riser installation
8. Detectable marking tape installation
9. Concrete pole installation
10. Communication or device cabinet installation
11. Route marker or ROW marker post installation
12. Tree trimming

SCOPE

1.0 INTRODUCTION

1.1 COUNTY ACCEPTANCE

- 1.1.1** Payment shall be rendered **ONLY** upon County's acceptance of said service. Acceptance is defined as a receipt signed by the designated County representative(s), as acknowledgement of services rendered.

1.2 SCOPE

- 1.2.1** This IFB delineates the requirements for the material, labor and support services to be provided.
- 1.2.2** The successful bidder shall, on an as needed basis, be responsible for the integration, supply and/or installation, connection, and maintenance/repair of the County's Enterprise Network (EN) Systems, OSP (outside plant), various types of fiber optic cable, equipment and supplies, and general network-type cabling systems. The successful bidder may be required to also provide the same or like services, on an as needed basis, in support of new County-owned buildings and facilities.
- 1.2.3** There are approximately five hundred (500) plus County facilities where these services may be required. Other sites may be added during the term of the contract, dependent on County needs.
- 1.2.4** The reference to "500 plus" County facilities is solely provided for informational purposes. The successful bidder will be required to provide services as specified, on a time and material basis, anywhere geographically within Palm Beach County.
- 1.2.5** The overall scope includes, but is not limited to, providing and/or installing (including: inter-building, intra-building, fiber optic cabling) fiber optic equipment, and maintenance/repair services. When practical and possible, the successful bidder shall utilize existing cable runs and conduits, unless directed otherwise by Network Services.
- 1.2.6** Palm Beach County ISS Network Services hereinafter referred to as Network Services, will periodically notify the successful bidder of required work to be performed.

2.0 SPECIFICATIONS – GENERAL

2.1 QUALIFICATIONS OF BIDDERS

- 2.1.1** See Qualifications of Bidders listed under Special Conditions #14.

2.2 PRICING

- 2.2.1** Network Services reserves the right to utilize the resulting term contract for the purpose of obtaining material only, obtaining labor only, or obtaining a combination of material and labor at the hourly rates offered on the Bid Response pages.

2.3 ACCEPTANCE

- 2.3.1** Any discrepancies in equipment, defects in cabling, operational difficulties or other problems encountered during final testing, and post operation evaluation will be furnished to the successful bidder in writing, per project phase.
- 2.3.2** Resolution of these items to the satisfaction of the County, is required prior to system acceptance. Network Services staff shall verify each of the major components, including but is not limited to, performing random testing of the fiber optic cable.
- 2.3.3** The date of "acceptance" is defined as the date all required cabling, material, and associated hardware have been installed, tested, operationally activated (when requested), and the required documentation has been presented to the County and all identified discrepancies have been satisfactorily completed, on a per-project basis.

3.0 PROJECT SPECIFICATIONS – NON-TECHNICAL

3.1 MATERIAL AND WORKMANSHIP

- 3.1.1** The successful bidder shall schedule and coordinate all installation, rearrangement, removal, or repair activity of any/all equipment, through Network Services.
- 3.1.2** All work shall be performed in a professional manner that is compatible with the County's normal business.

- 3.1.3** The successful bidder shall comply with all applicable national, Federal, State, and local rules, regulations, codes, and standards for safety, building, electrical, fire, communications low voltage wiring, and installation work. The successful bidder also understands and agrees that all equipment and/or services provided to the County, shall comply with specifications set forth in the applicable sections of the Federal Communications Commission Rules and Regulations. In addition, work performed shall be in accordance with industry accepted practices and standards, such as those set forth in EIA/TIA, BISCI. Additionally, all cable, wire, and associated material and equipment provided and installed by the successful bidder is to have been tested by an approved testing facility and listed for the intended use. Additional information relating to codes, etc., is contained in the following Section 3.1.4.
- 3.1.4** Installations/Products are to be in accordance with the following codes and standards. Where there is a conflict between the bid document and the applicable code, the most stringent shall govern:
- American National Standards Institute (ANSI). TIA/EIA – Telecommunications Industry Association/Electronics Industries Association
 - ANSI/TIA/EIA-569-A – Commercial Building Standard for Telecommunications Pathways and Spaces, latest editions
 - ANSI/TIA/EIA-606 – The Administration Standard for Telecommunications Infrastructure of Commercial Building, latest edition
 - ANSI/TIA/EIA-607 – Commercial Building Grounding and Bonding Requirements for Telecommunications, latest editions
 - ANSI/TIA/EIA TSB 72 – Centralized Optical Fiber Cabling Guidelines
 - ANSI/TIA/EIA TSB 75 – Additional Horizontal Cabling Practice for Open Offices
 - ANSI/NFPA 70 Article 318 – Cable Trays
 - American Society for Testing and Material (ASTM)
 - Building Industry Consulting Service International (BISCI)
 1. “Telecommunications Distribution Methods Manual”
 2. “Telecommunications Installation Manual”
 3. “Customer-Owned Outside Plant Design Manual”
 - Underwriters Laboratories (UL)
 - Federal Communications Commission (FCC)
 - Americans with Disabilities Act Requirements (ADA)
 - Occupational Safety and Health Administration Regulations (OSHA)
 - National Fire Protection Association (NFPA)
 - Institute of Electrical and Electronic Engineers (IEEE) Applications standards including, but is not limited to, LAN Standard for Ethernet IEEE 802.3
 - National Electrical Manufacturers Association (NEMA)
 - National Electrical Code (NEC)
 - National Electrical Safety Code (NESC)
 - ISO/IEC – International Standard Organization and International Electrotechnical Commission
- 3.1.5** All cable, equipment, material, components provided by the successful bidder, shall be guaranteed to be new. The County reserves the right to supply any/all cable, equipment, material or components out of existing stock.
- 3.1.6** No cable, equipment, material, components shall be borrowed, substituted, or removed without the express knowledge and consent of Network Services.
- 3.1.7** See Worksite Safety/Security listed under Special Conditions #32.

- 3.1.8** The successful bidder shall ensure that all personnel assigned to projects have the expertise to perform the services, and have the ability to operate any and all tools and equipment utilized in conjunction with this service, and all personnel on a job site have appropriate identification clearly identifying the individuals and the firm they represent available upon request. **NOTE:** All successful bidder's employees and all subcontractor's employed by the successful bidder, shall be required to comply with the County's ordinance/policies regarding access to County facilities and as such, shall be required to comply with those requirements prior to having access to County facilities.
- 3.1.9** All inside/outside plant installation personnel for inside plant cabling, shall be required to wear uniforms on site. The company's name shall be predominately displayed. Palm Beach County vendor badges are to be worn at all times.
- 3.1.10** The successful bidder is solely responsible for obtaining **all** permits for all work requests. The County shall reimburse the successful bidder for the actual cost of the permits. For projects associated with new facilities under construction, the successful bidder is required to obtain "stand alone" permits. Sub-permits, under the General Contractor's permits will not be allowed unless specifically approved, in writing, by the County's Capital Improvements Division of Facilities Development & Operations Department. Additionally, the successful bidder is solely responsible for any/all costs associated to repair any items or County facility, structure, and/or property which become damaged by the successful bidder's installation activity.
- 3.1.11** Any and all equipment, material, components, cable, etc., provided, installed and operationally activated by the successful bidder that is deemed unacceptable by the County or does not comply with the specifications herein and rules, regulations, codes, ordinances, or standards as indicated in other sections of this document, shall be replaced with appropriate and compliant products by the successful bidder, prior to system acceptance, at no cost whatsoever to the County.
- 3.1.12** All installed backbone fiber cabling shall be end to end tested. Fiber links shall meet the EIA/TIA requirements for connector mated pair reflection loss and splice loss as applicable.
- 3.1.13** Consumables – Items used for the installation of fiber infrastructure that are expended to complete an installation process are the sole responsibility of the successful bidder. Examples of these items are: jet line, electrical tape, label tape, solvents, cleaners, cable lube, polishing paper, etc.

3.2 MANUALS AND DOCUMENTATION

- 3.2.1** It shall be the responsibility of the successful bidder to provide the as-built documentation. As-built information should be understood to be part of the work units authorized by County staff.

The requirements contained below address some of the data collection processes and methodologies for the outside plant (OSP) as-built documentation.

- All OSP infrastructures shall be documented utilizing GPS instruments as construction occurs.
- Provide positioning data for trench deployment. Documentation shall include conduit support infrastructure description, when installation is different than the standard 2" conduit or when more than a single conduit is laced underground, as well as placement. GPS coordinates shall be taken at 150 foot intervals and/or at any running line changes, infrastructure changes (manhole, hand holes, pull boxes, cabinets, and terminations) or other points, as necessary.
- Provide positioning data for directional bores. Documentation shall include GPS coordinates for each rod length with its corresponding depth. Other points shall be documented as necessary.
- Provide positioning data of aerial infrastructure by taking GPS coordinates of each pole. Documentation shall include attachment details such as pole type, pole class, riser conduit, height of attachment (HOA), etc., as well as any aerial slacks and aerial splices between poles.
- Provide positioning data of service loops with slack length, as well as the sequential cable length markings at each splice vault, pull box, terminations or other points.
- All GPS datasets ported to GIS features classes shall be projected in the NAD 1983 HARN State Plan Florida East FIPZONE 0901 coordinate system, with the unit of measure being U.S. Foot.
- All GPS points shall have sub foot (< 12 inch) accuracy for horizontal (X, Y) and vertical (Z) axis, unless otherwise specified.
- Submit as-built data as ESRI file geodatabase. Line and point attributes shall be appropriately formatted and accurately recorded.

4.0 SERVICE REQUIREMENTS

4.1 CUSTOMER SERVICE

- 4.1.1** The County requires that the successful bidder provide qualified installation, maintenance, repair, and support services, from a service center which shall permit adherence to the service response time frame requirements identified in paragraph 4.2.4.
- 4.1.2** The successful bidder shall assign an Account Manager responsible for coordinating orders for installations, rearrangements, removals, repairs and for resolving billing discrepancies.
- 4.1.3** The successful bidder shall provide an escalation list of names, addresses, and telephone numbers to the Network Services representative, within five (5) working days after bid award.
- 4.1.4** The successful bidder shall have a Return Material Authorization (RMA) Program to include, at a minimum, the following:
- Tracking Number
 - Item Description
 - Date Initiated
 - Reason for Return
 - Disposition of Returned Material
 - Expected Resolution Date
- 4.1.5** The successful bidder shall have a Business as Usual (BAU) Program to include, at a minimum, the following:
- Project Tracking Number with Date
 - Brief Description
 - Date initiated
 - Anticipated Installation Start/Delivery
 - Anticipated Construction Completion
 - Responsibility/Ownership for Completion (e.g., material delivery, additional information, engineering)
 - Daily updates of standard work request additions/completions and weekly status updates of on- going projects type work requests.
- 4.1.6** Due to the importance of the Enterprise Network and the Voice Network, in the operation of the County's business, the successful bidder is required to provide Business Recovery Services to the County in the event of natural and/or other disasters.

4.2 INSTALLATIONS/REARRANGEMENTS/REPAIRS

- 4.2.1** All repairs shall be made using Original Equipment Manufacturer (OEM) components. Substitutes, unless designated as a replacement by the manufacturer of the equipment, are not acceptable.
- 4.2.2** The successful bidder shall provide routine and emergency service as required and in accordance with manufacturer and warranty standards. Such action shall be continuous until the problem, or problems, are 100% corrected. There shall be no charge for any work that is covered under the warranty period. The successful bidder shall be responsible for all warranty work even after the contract expires, if work/materials are still under warranty.
- 4.2.3** Should any condition exist which precludes or inhibits the successful bidder's ability to satisfy the required response times, the successful bidder shall inform Network Services in writing within twenty- four (24) clock hours.
- 4.2.4** The successful bidder shall initiate repair, and time and material service, after the County requests service as follows:
- | | | |
|---------------------------|----|--|
| Emergency Trouble Service | -- | Within two (2) clock hours of reported trouble |
| Time & Material Service | -- | Within five (5) workdays of requested work |
- 4.2.5** **Emergency Trouble Service:** An Emergency Trouble Service is defined as the failure of the network backbone and/or passive/active network component which renders an entire area incapable of performing any of its functions (e.g., a zone, floor, or communications between sites).

- a. In the event of an Emergency Trouble Service situation, a trained and qualified technician shall be onsite within two (2) clock hours. Once a return to service plan is agreed upon, the items needed for the repair as described in Section 4.2.5.b. shall be onsite within two (2) clock hours.
- b. The successful bidder shall have fusion splicer, OTDR, 5,000 feet of 96 and 48 strand single-mode fiber, and 2,000 feet of 24 strand, multi-mode fiber cable in inventory for deployment to emergency repair.

4.2.6 Time and Material Service (BAU): Response to BAU requests shall be within five (5) workdays of the requested service.

4.2.7 Should any condition exist that would preclude or inhibit the successful bidder's ability to satisfy the maintenance or order work activity within the above specified time frames, the successful bidder shall notify Network Services immediately. Additionally, a description of the limiting or exempting condition(s) shall be provided to Network Services with a revised completion date of the required work activity. Furthermore, if such constraining conditions are temporary in nature, the successful bidder shall indicate when and/or under what conditions they would again become fully compliant with required response times.

4.2.8 The County's normal working hours shall be defined as Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding County holidays.

5.0 COMMENCEMENT OF WORK NOTIFICATION

- 5.1** Network Services shall call the successful bidder's service center, to report troubles and request all repair and maintenance service. Network Services shall provide the location and all pertinent information related to the trouble report, including the Network Services, (internal) trouble identification number.
- 5.2** Network Services shall contact the successful bidder's service center via fax/e-mail, to request T&M service activity. The fax/e-mail transmittal shall contain all information necessary for scheduling and responding to the request, including location where work is to be performed, Network Services (internal) work request number, requesting Network Services contact person's name and telephone number, on site (work location) contact name & telephone number, description of work activity to be performed and/or listing of material to be procured and/or installed.
- 5.3** The successful bidder shall provide to Network Services a detailed status report on all open projects on a weekly basis. The report shall be delivered via email to the project contact for Network Services.
- 5.4** The successful bidder shall meet (and/or discuss project activity/requirements) with Network Services representative prior to the commencement of any project. Furthermore, the successful bidder's Project Manager shall keep Network Services representative advised of work progress from commencement through completion.
- 5.5** Upon request, the successful bidder shall provide a complete itemized estimate, including scope of work, parts, professional services, etc., per project. These per project, estimates shall be approved in writing, by Network Services authorized personnel, prior to commencement of any project. Additionally, there may be instances where Network Services will request a "not-to-exceed" cost for material and labor on a specific project. The successful bidder shall be required to provide the "not-to-exceed" cost then, if directed to by Network Services, to complete the specific project for no more than the "not-to-exceed" dollar amount submitted prior to work commencement.
- 5.6** For installed products, "Operational Date" is the date all station lines, network backbones, and campus network (when applicable) are fully operational and ready for use.

6.0 INVOICING AND BILLING REQUIREMENTS

- 6.1** See Invoices listed under Special Conditions #6.

7.0 PROJECT SPECIFICATION - TECHNICAL

- 7.1** This "overall" project, with its individual work requests, shall consist of, but is not limited to, the procurement, delivery, installation and testing, of fiber optic cables, fiber optic cable terminations and terminating equipment and hardware, etc.
- 7.2 TESTING REQUIREMENTS**
 - 7.2.1** The successful bidder shall be required to perform tests on all fiber installed, to ensure operational and technical conformity. Dispersion, splice loss, and optical time domain tests shall be performed on all fiber optic cable installed.

- 7.2.2** Dispersion, splice loss, and optical time domain tests, shall be performed on all fiber optic cable installed.
- 7.2.3** Each reel of fiber optic cable provided by the successful bidder shall be accompanied by the manufacturer's test data showing the conformance to the requirements described herein. The manufacturer's test data shall identify each fiber in each cable and list its factory tested attenuation in decibels per kilometer. This attenuation shall meet as a minimum, the attenuation requirements set forth in Table – Fiber Optic Cable Specifications (Section 7.5.2) included in this document.
- 7.2.4** Ensure that each finished and installed fiber optic cable segment shall be traceable to the test date on file for each step in its manufacturing process. The successful bidder shall provide the County five (5) calendar days advance notice of the date the cable will be ready for final testing so that County staff may be present at the tests if staff elects.
- 7.2.5** The successful bidder shall test the fiber optic cable at the site storage area prior to installation. Test each optical fiber in the cable from one end and one wavelength with an OTDR compatible with wavelength and fiber type. Check for continuity, kinks, anomalies, and appropriate attenuation. Record each measurement with color, location and type of fiber measured. If the tested loss per kilometer exceeds the loss from the manufacturers test data, the County will reject the cable. An electronic and hard copy shall be provided to Network Services prior to the fiber optic cable being installed.
- 7.2.6** After installation (splicing and termination) is complete, and if specified, the successful bidder shall test the optical fiber in the cable again for the loss characteristics. Perform a uni-directional test on all terminated fibers using the Optical Time Domain Reflectometer (OTDR). Single mode fiber that is a distance of five (5) miles or less shall be shot at a 1310nm wavelength. Single mode fiber that is greater than five (5) miles shall be shot at a 1550nm wavelength. Multi-mode fiber shall be tested at an 850nm wave length. Results of these tests shall be provided to Network Services in both a hard copy and electronic format for acceptance. Any failure that shows up on the successful bidder's OTDR results may result in total replacement of the fiber optic cable. In addition, Network Services may also perform testing with an OTDR for testing result comparison. If any discrepancies are found, resolution of these items to the satisfaction of the County is required prior to system acceptance.

The successful bidder shall notify the County in writing, five (5) calendar days in advance of the testing of the cable, so that the County staff may be present for the tests. Test result printouts shall include, but is not limited to, the following:

- Distance of trace
- Total loss
- Splice loss
- Cable ID
- Fiber ID
- Beginning testing location
- Fiber testing location
- Operator/technician name or initials
- Date and time test was performed
- Test wavelength
- Test pulse width
- Re-factory index

The method of connectivity between the OTDR and the tested fiber shall be factory assembled patch cords, pulse suppression, or launch cables equal to length of 150% of the Dead Zone as published by the OTDR manufacturer. The launch cable shall have the appropriate connectors to allow for connection to the terminated fiber port, without the use of additional couplers.

The successful bidder shall prepare and submit a test procedure for the pre-installation and post installation tests to the County for approval.

7.3 FIRESTOPPING

- 7.3.1** The successful bidder shall be required to firestop all penetrations of floors and walls, including cable "riser" openings. All fire stopping and sleeves provided shall comply with all local, state, and national codes, as may be amended.

7.4 OSP CONSTRUCTION CONDUIT – UNDERGROUND

7.4.1 General Requirements

- Consider the locations of conduit as shown on the plans as approximate. Construct conduit runs as straight as possible, and obtain the Engineer's / County's approval of all major deviations in conduit locations from those shown on the plans.
- Do not place more than the equivalent of four quarter bends or 360 degree of bends, including the termination bends, between the two points of termination in the conduit, without a pullbox. Obtain the Engineer's/County's approval to use corrugated flexible conduits for short runs 6 feet or less.
- Use only intermediate metal conduit, rigid galvanized conduit, rigid aluminum conduit or PVC coated intermediate metal conduit for above-ground or underground electrical power service installations.
- Use either schedule 80 PVC or fiberglass reinforced epoxy conduit for installations on bridge decks. Use either schedule 40 PVC or fiberglass reinforced epoxy, conduit for underground and under pavement installations, except for electrical power service.
- When the installation of a conduit requires jacking under paved surfaces, railroads, etc., use an intermediate metal conduit as the sleeve for the underground conduit. Install the underground conduit as shown in the Design Standards, Index No. 17721.
- When a conduit installation changes from underground to above-ground, make the change a minimum of 6 inches below finished grade.
- Install an expansion fitting when conduit crosses an expansion joint of a structure.
- Use couplings and expansion joints made of the same material as the conduit.
- Ensure that all joints are made as specified by the manufacturer and are waterproof.
- For installations not specifically shown, install the conduit in accordance with National Electrical Code (NEC) and/or National Electrical Safety Code (NESC) requirements.
- When earth backfill and tamping is required, place backfill material in layers approximately 12 inches thick, and tamp each layer to a density equal to or greater than the adjacent soil.
- When trenching instead of boring, saw cut and repair all pavement and sidewalks encountered. When backfilling trenches in existing pavement, use a commercially available sand-cement (approximately 10:1 mix ratio).
- Provide a standard clearance between underground control cable and electrical service cable or another parallel underground electrical service cable that meets National Electrical Safety Code requirements.
- Install conduit for electrical and low-voltage systems as shown on the plans or referenced to FDOT Design Standards, Index No. 17721. Consider the locations of conduit as shown on the plans as approximate. Construct conduit runs as straight as possible, and obtain the Engineer's/County's approval of all major deviations in conduit locations from those shown on the plans.
- Provide an outer duct and innerduct that is suitable for underground use in an ambient temperature range of -32 to 130° F, without degradation of material properties.
- Provide outer duct and innerduct that is resistant to benzene, calcium chloride, ethyl alcohol, fuel oil, gasoline, lubricating oil, potassium chloride, sodium chloride, sodium nitrate, and transformer oil, and is protected against degradation due to oxidation and general corrosion.
- Provide outer duct and innerduct with an outer diameter to a minimum wall thickness ratio that complies with ASTM – D3035, Standard Dimension Ratio (SDR) 13.5.
- Provide outer duct and innerduct that meets or exceeds the following:
 1. ASTM – D1238: Tensile Strength – 3000 PSI minimum Elongation – 400% minimum
 2. ASTM – D1238: Melt Index – 0.4 maximum
 3. ASTM – D1505: Density – 0.941 – 0.955 g/cc
 4. ASTM – D1693: Condition B – 20% failure, maximum

5. ASTM – D2444: Impact – NEMA Standards Publication TC 7
6. ASTM – D3350: Cell Classification – 334420 or 34420

- Provide outer duct and innerduct with the coefficient of friction of 0.09 or less.
- Provide 0.5 inch, pre-lubricated, woven polyester tape with a minimum rated tensile strength of 2,500 lbs.

7.4.2 HDPE Outer Duct

Provide a factory lubricated low friction, coilable, high-density conduit constructed over high-density polyethylene (HDPE). Provide outer duct conduit with a smooth outer wall, and inner wall, and ensure the conduit is capable of being coiled on reels and continuous lengths, transported, stored outdoors and subsequently uncoiled for installation without affecting its properties or performance. Include multi-duct conduit organizers at all points where the multi-duct conduit enters and exits into a junction, pull box, splice vault, or similar structure. Provide conduit spacers that are appropriately sized relative to the ducts.

7.4.3 HDPE Innerduct

Provide a factory lubricated, industry sized 1.5" or 2" inside diameter as listed in the plans, low friction, coilable, conduit constructed of virgin HDPE innerduct. Said innerduct shall conform to ASTM D – 2239 and meet the following minimum requirements: Smooth wall SDR – 11, nominal outer diameter of 1.592 inches, minimum inner diameter 1.360 inches and a minimum wall thickness of 0.106 inches. Provide conduit with a smooth outer wall and ridged inner wall and ensure the conduit is capable of being coiled on reels in continuous lengths, transported, stored outdoors subsequently uncoiled for installation without affecting its properties or performance. Innerduct shall be furnished in the following factory extruded colors: orange, white, black and yellow as specified. Red shall be reserved for electric.

Provide mechanical duct plugs that provide a watertight barrier when installed in an unused conduit or outer duct conduit. Provide duct plugs sized in accordance with the conduit furnished. Provide duct plugs that are removable. All conduit shall come with factory installed duct plugs to keep out dust, dirt, and water.

Provide mechanical sealing devices that provide a watertight barrier between the conduit and communications cable. Provide mechanical sealing devices sized in accordance with conduit furnished and with appropriately sized holes for the communications cable. Provide mechanical sealing devices that are removable.

7.4.4 Secondary Underground Conduit

Furnish and install HDPE or PVC conduit sized per plans for additional pipe in common trench. Install the proper size and quantity of conduits to be used in accordance with the minimum conduit size and quantity requirements of the NEC and as approved by the County.

7.4.5 Above Ground Conduit

Furnish and install conduit for above ground use (a riser assembly on a utility service poll for the purpose of bringing power from above ground to underground conduit/duct, or bridge mounted or other above ground structure) consisting of galvanized rigid steel (GRS), aluminum, or Schedule 80 PVC conduit in accordance with ASTM D 1785, as approved by the County.

Furnish and install Schedule 80 PVC conduit, aluminum or Rigid Metal Conduit (RMC) for bridge crossings, attached to the bridge structures, under the parapet, wherever feasible and applicable. All rigid steel conduit material utilized shall be compliant with UL-6, ANSI C–80.1 and to Article 346 of the NEC. All aluminum conduits shall be aluminum 6063 aluminum alloy, T – 1 Temper, ANCI C80.5, and NEC 250.118 (2). All required connectors, adapters, fittings, conduit straps or "U" guard clamps and incidentals required and necessary for the above ground installations shall be galvanized and provided to construct a complete conduit/duct system.

No reducing couplings or reduction in the inside diameter of conduit shall be permitted. No intermediate metallic conduit (IMC) or thin – wall type electrical conduit shall be permitted for outdoor use.

Furnish and install galvanized metal conduit grounding bushing, or aluminum metal conduit grounding bushing on the terminating ends of all GRS/aluminum conduit runs. The bushings shall have an insert made of plastic and or other suitable material to protect wiring installed in the conduit. The bushing shall have a compression–type grounding lug for bonding the conduit to the ground rod and pull box. Do not field drill ceilings bushings.

7.4.6 Conduit Placement – General

Place conduit (location and depth) as required by the FDOT Utility Accommodation Manual, the plans, or as specified by the County. If the required steps cannot be accomplished due to soil conditions, obstructions, etc., additional mechanical protection may be required at the discretion and approval of the County.

For underground conduit/duct requiring additional mechanical protection (i.e., boring under railroads, shallow boring depth, proximity to foreign utilities, etc.), furnish and install black steel pipe (BSP) as an outer sleeve/pacing, or other materials as required by the permitting agency and/or approved by the County.

After the installation of the inner-ducts and upon completion of the tamping and backfill process, perform a mandrel test on each individual duct to ensure that no duct has been damaged. Provide a nonmetallic mandrel having a diameter of approximately 1 inch, for use in 1.25 inch innerduct. If damage has occurred, replace the entire length of the duct.

Test HDPE conduit for continuity and proper installation using a pressurization process; plug each innerduct and pressurize it to achieve a minimum pressure of 100 PSI for a minimum of 2 minutes.

No roadway pavement cuts will be allowed unless approved by the County. Conduit entrances into base-mounted field cabinets through the sides, back or top of the cabinet, are not permitted. All conduit attachments to rigid structures shall require the shop drawing/plan detail showing the attachment method for review.

Conduits terminating base mounted cabinet foundations shall extend a minimum of 2" above the foundation. All bends shall be 90° sweep, suitable for fiber optic cable, free from kinks, and of such easy curvature to permit the drawling in of cables without damage to insulation.

All new base mounted field cabinet foundations shall have installed at least two spare, empty 2" conduits, terminating a pull box.

Any metal conduit utilized shall be grounded and bonded in accordance with the NEC. All installation and construction work on all facilities shall be in compliance with the NESC.

7.4.7 Conduit Placement – Multi-duct Installation in Outer Duct

Simultaneously, install the individual colored innerducts in the outer duct. Install the multi-duct conduits using an approved cable pulling lubricant.

Use a dynamometer (clutch device) so as not to exceed the maximum allowable pulling tension. Do not use a motorized vehicle to generate pulling forces.

Keep tension on the ducts and the pulling line at the start of each pull. Do not release the tension if the pulling operation is halted. Restart the pulling operation by gradually increasing the tension until the multi-ducts are in motion. Once the multi-duct system is installed in the outer duct, install the duct organizers at the point where the multi-duct system enters or exits the junction box, pull box, splice vault, or other similar structure, or a cabinet.

Extend the ends of the multi-duct conduit such that upon completion of the installation, the ducts will extend a minimum of 2 inches above concrete services and 4 inches above crushed stone bases.

7.4.8 Conduit Placement – Splicing of the Conduit

Splice or join sections of conduit(s) using the manufacturer's recommended splice kits. Upon approval, a pull box may be installed at locations where splicing the coupling of the conduit is necessary due to problems encountered with the installation. Use of mechanical couplings may be approved by the County on a project basis depending upon project requirements.

7.4.9 Conduit Placement – Duct Plugs and Mechanical Ceiling Devices

Following the installation of conduit where the communications cable is not immediately installed, use a duct plug to seal the ends of the conduit. Secure the pull line to the duct plug in such a manner that it will not interfere with installation of the duct plug and provide a watertight seal.

7.4.10 List of Items for OSP Conduit – Underground

The items and services listed below are not an all-inclusive list. Furnish and install the following items as required:

Conduit – Hand Trench 2", HDPE/PVC, placed at 30-36" (F&I)

Conduit – Machine Trench 2", HDPE/PVC, placed at 30-36"
(F&I)

Conduit – 2" extra pipe, per foot.

**Placement – 1.25", innerduct, corrugated, colored,
per foot. Placement – 4W 1.25", HDPE colored, per
foot.**

MaxCell Innerduct – placement – 3 cell for 2" and larger conduits.

Include preinstalled color-coded pull tapes for identification, pre-lubricated.

Directional Boar –Microduct – 2W 27/20mm (F&I)

Directional Boar –Microduct – 2W 16/13mm (F&I)

Directional Boar –Microduct – 4W 16/13mm (F&I)

Placement – cable direct bury, plow, 30" placement, per foot.

Placement – 2" HDPE, directional bore, per foot.

**Placement – 2" HDPE, directional bore, special conditions, per
foot. Placement – 8" HDPE, directional or, underwater way
<10001f, per foot. Placement – 2" RGS per foot.**

Placement – 4" RGS per foot.

Placement – 2" fiberglass, bridge mount, per foot.

**Placement – 4" fiberglass, bridge mount,
per foot. Detectable Tracer Wire, per foot.**

Furnish and install a 14 GA tracer wire for placement in conduit.

Detection – Detectable Marking Tape, per foot. Detection –
jet line, per foot.

ROW detection – ROW delineator marker post, orange, 6 foot, per each.

Cable Route Markers

Furnish and install delineators that are tubular and designed and constructed of Type III HDPE material. Provide delineator assemblies that are ultraviolet stabilized, to help prevent their components from color fading, warping, absorbing water, and deteriorating with prolonged exposure to the elements. Provide delineator posts that have a cap that is orange in color.

The delineator assemblies shall include the descriptive information "PBC-ISS FIBER OPTIC CABLING, CALL BEFORE DIGGING, 561-355-HELP" printed black on orange reflective background material that will not fade or deteriorate over time. The printed message shall be partially visible from all directions approaching the assembly.

7.5 FIBER OPTIC CABLING AND RELATED ITEMS

7.5.1 General Requirements

Furnish, install, splice, and test all fiber optic cable, fiber optic assemblies, patch cords, and all passive network infrastructures including, but is not limited to, splice trays and closures, patch panels, fan-outs, terminations, and fusion splices.

Furnish all tools, equipment, materials, supplies, and manufactured articles, and perform all operations and equipment integration necessary to provide a complete, fully operational passive fiber optic infrastructure.

The necessary equipment shall be the responsibility of the successful bidder. Provide all labor and equipment necessary to move inventory and to transport it to the installation location. Install all items in accordance with the manufacturer's instructions or as directed by the County.

7.5.2 Fiber Optic Cable Specifications

The following table presents the optical requirements of the single mode and multimode fiber:

Parameters	Single Mode	Multi
Type	Step Index	Graded Index
Core Diameter	8.3 μm (Nominal)	50 μm
Cladding Diameter	125 μm	125 μm
Core to Cladding Offset	$\leq 0.8 \mu\text{m}$	$\leq 1.5 \mu\text{m}$
Coating Diameter (OSP)	245 μm	245 $\mu\text{m} \pm 5 \mu\text{m}$
Coating Diameter (IP)	900 $\mu\text{m} \pm 15 \mu\text{m}$	
Cladding – circularity	$\leq 0.7\%$	
Proof Tensile Test	100 kpsi (0.7 GN/m ²)	
Attenuation		
@850 nm (MM)	N/A	$\leq 3.5 \text{ dB/km}$
@1300 nm (MM)	N/A	$\leq 1.0 \text{ dB/km}$
@1310 nm (SM)	$\leq 0.4 \text{ dB/km}$	N/A
@1550 nm (SM)	$\leq 0.3 \text{ dB/km}$	N/A
Bandwidth		
@850 nm (MM)	N/A	200
@1300 nm (MM)	N/A	1000
Chromatic Dispersion		
Zero Dispersion	1301.5/1321.5 nm	
Wavelength Zero		
Dispersion Slope	0.089 ps/nm ² - km	
Maximum Dispersion	3.3 ps/(nm*km) for 1285–1330 nm <18ps/(nm*km) for 1550 nm	
Cut – Off Wavelength	1260 nm	
Numerical Aperture		
(EIA – 455 – 47)	NA	0.275

All optical fibers shall be proof tested by the fiber manufacture at a minimum load of 100 kpsi. All optical fibers shall be 100% attenuation tested at the factory for compliance with performance specifications described herein. The attenuation data for each fiber shall be provided with each cable reel.

7.5.3 Fiber Optic Cable Outside Plant (OSP)

Provide outside plant cable (OSP) suitable for installation in an underground conduit environment including constant immersion in water for outdoor installations. The cable shall be provided and installed in continuous links. Fibers in the fiber optic cable shall be spliced and/or terminated as specified by the County Project Supervisor.

All optical glass shall be of the same manufacturer.

The cable shall be capable of withstanding a minimum–bending radius of ten (10) times its outer diameter during operation and twenty (20) times its outer diameter during installation, without changing the characteristics of the optical fibers.

All fibers are to be single mode unless specifically noted on plans by the County.

Unless specified otherwise, provide cable of water-blocked, loose tube construction with buffer tubes wrapped around a dielectric central strength member. All fiber(s) shall be contained within buffer tubes, and each buffer tube shall have an inside diameter much greater than the total diameter(s) of the fiber(s) it supports. The fiber optic cable shall have a reverse oscillation or planetary stranding structure.

The buffer tubes and all fibers shall be color coded in compliance with EIA/TIA – 598 "Color Coding of Fiber Optic Cables".

Jacket construction and configuration of the groups shall be such that they can easily be separated at splice points, permitting one set of fibers to be cut and spliced while the others remain continuous.

The jacket or sheath shall be marked with the manufacturer's name, date of manufacture, cable description, and sequential measurement markings at least every three (3) feet. PBC-ISS shall be marked on the jacket/sheath for agency identification.

Submit proposed cable designs for County approval prior to procurement and installation of cable plant if the cable is something other than what is normally used.

The cable shall have a water-block tape over the buffer tubes and throughout the remainder of the cable, to prevent entry of water.

Each fiber or group of fibers, shall be free-floating within the tubes such that all mechanically or environmentally induced stress placed upon the cable is decoupled from the fibers. The air within the buffer tubes shall be displaced with a gel to prevent entry by water and to facilitate free movement of the fiber(s) within.

The cable shall be capable of withstanding a pull tension of 2700 N (600 pounds) under load condition and 600 N (135 pounds) under static conditions and a crush resistance of 220 N/cm (length of cable), without changing the characteristics of the optical fibers.

The outer jacket shall be UV and fungus resistant.

7.5.4 Cables Labeling

Cables shall be distinguishable from each other by labeling. Cable tags similar to Blackbox 32785 shall be attached to the cable at each pull box, pole attachment, or entry into a termination facility. The tag shall be marked as "PBC-ISS, FIBER OPTICS, 561-355-4357".

7.5.5 Riser Cables up to 24 Fibers (Multimode OFNP)

In cables with more than one (1) fiber, the fibers shall be stranded around a dielectric central member and surrounded by layered aramid yarns. The aramid yarns shall serve as the tensile strength member of the cable. A ripcord may be applied between the aramid yarns and the outer jacket to facilitate jacket removal. The outer jacket shall be extruded over the aramid yarns for physical and environmental protection.

7.5.6 Riser Cables with More than 24 Fibers (Multimode OFNP)

The buffered fibers shall be grouped in twelve (12) fiber subunits. In each subunit, the individual fibers shall be stranded around a dielectric central member and surrounded by layered aramid yarns. A ripcord shall be incorporated in the subunit design to facilitate access to the individual fibers. The subunit jacket shall be extruded over the aramid yarns for additional physical and environmental protection. The subunits shall be stranded around a dielectric central member. A ripcord shall be inserted beneath the outer jacket to facilitate jacket removal. The outer jacket shall be extruded around the units for physical and environmental protection.

7.5.7 Non-Plenum Applications

The storage temperature range for the cable on the original shipping reel shall be -400°C to +700°C. The installation/operating temperature range for riser cables shall be -200°C to +700°C. Testing shall be in accordance with FOTP-3.

7.5.8 Plenum Cables up to 24 Fibers (Multimode OFNP)

The fibers may be stranded around a dielectric central member and surrounded by layered aramid yarns. The aramid yarns shall serve as the tensile strength member of the cable. A ripcord shall be applied between the aramid yarns and the outer jacket to facilitate jacket removal. The outer jacket shall be extruded over the aramid yarns for physical and environmental protection.

7.5.9 Plenum Applications

The storage temperature range for the cable on the original shipping reel shall be -400°C to +700°C. The installation/operating temperature range for plenum cables shall be -200°C to +700°C. Testing shall be in accordance with FOTP-3.

7.5.10 List of Items for Fiber Optics Cabling

The items and services listed below are **not** an all-inclusive list. Furnish, install, splice, and test all fiber optic cable, fiber optic assemblies, patch cords, and all passive network infrastructures including, but is not limited to, splice

trays and closures, patch panels, fan-outs, terminations, and fusion splices. The fiber-optic cables listed below shall conform to the specifications in section 7.5.2.

- 6 fiber, SM, loose – tube construction (aerial placement or underground placement)
- 12 fiber, SM, loose – tube construction (aerial placement or underground placement)
- 24 fiber, SM, loose – tube construction (aerial placement or underground placement)
- 48 fiber, SM, loose – tube construction (aerial placement or underground placement)
- 96 fiber, SM, loose – tube construction (aerial placement or underground placement)
- 144 fiber, SM, loose – tube construction (aerial placement or underground placement)
- 288 fiber, SM loose – tube construction (aerial placement or underground placement)
- 12 fiber, MM loose – tube, OM1 (F&I)
- 24 fiber, MM, loose – tube, OM1 (F&I)
- 12 fiber, MM, loose – tube, OM4 (F&I)
- 24 fiber, MM, loose – tube, OM4 (F&I)
- 12 fiber, SM, MiniXtend (F&I)
- 96 fiber, SM, MiniXtend (F&I)
- 144 fiber, SM, MiniXtend (F&I)
- 24 fiber, SM, all dielectric self-supporting construction (aerial placement)
- 144 fiber, SM, all dielectric self-supporting construction (aerial placement)
- 24 fiber, SM, riser rated construction
- 48 fiber, SM, riser rated construction
- 96 fiber, SM, riser rated construction
- 6 fiber, SM, Indoor Outdoor Plenum (F&I)
- 12 fiber, SM, Indoor Outdoor plenum (F&I)
- 24 fiber, SM, Indoor Outdoor plenum (F&I)
- 48 fiber, SM, Indoor Outdoor plenum (F&I)
- 96 fiber, SM, Indoor Outdoor plenum (F&I)
- 144 fiber, SM, Indoor Outdoor plenum (F&I)
- 288 fiber, SM, Indoor Outdoor plenum (F&I)
- 12 fiber, MM, plenum rated, tight buffer
- 24 fiber, MM, plenum rated, tight buffer
- 12 fiber, MM, plenum rated construction
- 24 fiber, MM, plenum rated construction
- 12 fiber, MM, OM4, OFNR (F & I)
- 24 fiber, MM, OM4, OFNR (F & I)

7.6 Cable Pulling

Before starting any construction, all of the successful bidder's personnel (including subcontractors) shall be thoroughly familiar with and shall comply with Occupational Safety and Hazard Act (OSHA) regulations, FDOT safety practices and policies, and the Florida State "One-Call" System requirements.

Perform the cable pulling operation in such a manner that the minimum-bending radius of the cable shall not be exceeded in the unreeling and pulling operations. Use entry guide chutes to guide the cable into the pull-box conduit ports. Utilize lubricating compound to minimize cable-to-conduit friction. Lubricating compound shall be a water-based compound specifically produced for fiber optic cable lubrication. Lubricants such as dish soap and other substitutes are not allowed.

Corner rollers (wheels), if used, shall not have radii less than the minimum installation bend radius of the cable. A series array of smaller wheels can be used for accomplishing the bend, if the cable manufacturer specifically approves the array. Continuously measure the cable pulling tension; the pulling process shall not be allowed to exceed the maximum tension specified by the

- Small Fiber Pull Box 50 ft.
- Large Fiber Pull Box 200 ft.
- Fiber Splice Box 200 ft.

- Bridge Barrier Wall 20 ft.
- Device Cabinet 20 ft.
 - Hub Building (Inside) 100 ft.
 - TMC (OSP Entrance) 100 ft. Maximum
- Equipment/Control Room 50 ft. Slack at FO Distribution Panel

-OR- AS SPECIFIED BY THE COUNTY PROJECT SUPERVISOR

Provide proper storage of slack cable – both long term and short term. Do not leave slack cable lying free on the ground, bottom of a pull box, or floor of a Device Cabinet, Hub Building, or RTMC, except during the actual pulling process.

7.7 Optical Splicing and Termination Requirements

Utilize the fusion technique for all splices. Utilize fusion splicing equipment that has been cleaned, calibrated and specifically adjusted to the fiber and environmental conditions. Provide splice enclosures, organizers and incidentals, and cable and preparation tools and procedures, compatible with the cable type being delivered. Maximum allowable splice loss is .04db.

Each spliced fibers shall be packaged in a heat shrinkable splice protection sleeve with strength member. The protection sleeve shall cover the splice and have any bare fiber stripped of its coding.

The use of RTV or silicon is strictly prohibited.

7.7.1 Splice enclosures

Provide and install outdoor optical splice enclosures (3M 2178 or equivalent) capable of aerial, duct, or buried applications. The splice enclosure shall provide space enabling entry of fiber optic cable without exceeding the minimum bend radius of the cable. The splice enclosure shall be capable of through, branch, or mid-span type splice locations. Only one (1) cable per entry port shall be allowed. Furnish and install the splice closure with the correct number of entry ports as dictated by each fiber optic splice location.

The splice enclosure shall be designed to permit selective fiber splicing (looping of backbone cable in and out while only cutting the desired fibers). The splice enclosure shall allow splicing of all fibers in the cables being terminated. The enclosure shall be waterproof and re-enterable, and shall be designed to protect the buffer tubes in the splice trays.

The splice trays within the enclosure shall be capable of accommodating the required number of splices including storage and protection of slack fiber.

All pricing for fiber count splices as listed in Section 7.7.8, are to be inclusive of all necessary labor and materials needed to complete the job. This shall include, but is not limited to, labor, splice enclosures, trays, inserts, and splice sleeves and all other hardware and consumables.

7.7.2 Interconnect centers

Furnish compact, modular interconnect centers (Corning CCH or equivalent) designed to mount (rack or wall) insight equipment cabinets. Design and size interconnect centers to accommodate all fibers entering equipment cabinets.

Provide splice trays that, protect, and organize optical fibers and that secure fibers inside the splice tray. Design and size splice trays that fit accordingly into a 19" rack or wall mount unit that accommodate all fibers entering the splice tray and that shall provide sufficient space to prevent micro- bending of optical fibers.

All terminated fiber shall be tested with an OTDR in the fashion described Section 7.2.5.

All fiber optic terminations of OSP fiber shall be done in the manner of fusion splicing on a factory polished pigtail. All pigtails, as well as port plates, shall utilize the ST standard unless otherwise called for. All pricing for the termination of the following counts of fiber shall to be inclusive of all labor and materials needed to complete the job. This shall include, but is not limited to, labor, enclosure, port plates, splice trays, inserts, and splice sleeves and all other hardware and consumables.

7.7.3 Splice slack

A maintenance loop at each pull box or fiber optic splice box, shall be at least fifty (50) feet of cable (or as specified by the County Project Supervisor); this slack cable shall be coiled and neatly placed in the splice box. This shall allow for future splices in the event of a damaged splice. Additionally, every effort shall be made to maintain a minimum of ten (10) feet of cable from each cable's entering the enclosure which shall be prepared and installed within the enclosure.

7.7.4 Splice loss

Individual splice loss shall not exceed .04 dB loss.

7.7.5 Installation slack

For all fiber runs, approximately 10% slack will be evenly distributed along the path for future emergency repairs or relocations. Aerial locations shall utilize "snow shoes" and underground shall utilize pull boxes.

Optical termination requirements

ST fiber optic connectors are standard for use on each project and shall be utilized by function in the following manner or as specified by the County Project Supervisor. Utilize ST type fiber optic connectors at the field device level. ST connectors shall be comprised of a ceramic ferrule, nickel plated zinc, or composite connector body to accommodate a field bayonet connection.

Utilize factory pre-terminated assemblies that adhere to the applicable cable, cordage and fiber specifications of this document. All inside plant (IP) assemblies shall meet NEC jacketing requirements and shall have outer jacket coloration of yellow for single mode. No splices of any type are allowed within an assembly. Each assembly shall be individually packaged within a plastic bag, and that bag shall have the submitted manufacturers part number marked clearly on the outside of said bag. Each assembly shall be labeled as directed by the County.

Patch Cords and Pigtails

Utilize factory pre-terminated assemblies that adhere to the applicable cable, cordage and fiber specifications stated within this Technical Special Provision. All pigtails shall have a 3mm outer jacket unless otherwise noted. All pigtails shall use the same glass manufacturer and core diameter as the fiber it is being fusion spliced to. All IP assemblies shall meet NEC jacketing requirements for this project's application and shall have outer jacket coloration of yellow and aqua for multi-mode. The connector shall accommodate the fiber type and size associated with this project.

No splices of any type are allowed within an assembly. Each assembly shall be individually packaged within a plastic bag, with the submitted manufacturer's part number marked clearly on the outside. Each assembly shall be labeled as directed by the County.

Optical Termination Losses:

Connector Type	Installation	Max. Loss	Return Loss
ST/SC/LC Single Mode	Field	0.30dB	>.40dB
ST/SC/LC Single Mode	Factory	0.25dB	>.45dB

7.7.6 List of Items for Optical Splicing and Termination

The items and services listed below are **not** an all-inclusive list. Furnish, install, splice, and test all fiber optic cable, fiber optic assemblies, patch cords, and all passive network infrastructures including, but is not limited to, splice trays and closures, patch panels, fan-outs, terminations, and fusion splices. The fiber-optic cables listed below must conform to the specifications in section 7.5.2.

- 6 fiber, SM/MM, termination
- 12 fiber, SM/MM, termination
- 24 fiber, SM/MM, termination
- 48 fiber, SM, termination
- 96 fiber, SM, termination
- 144 fiber SM, termination
- 288 fiber SM, termination
- 6 fiber, SM/MM, splice
- 12 fiber, SM/MM, splice
- 24 fiber, SM/MM, splice
- 48 fiber, SM/MM, splice
- 96 fiber, SM, splice
- 144 fiber, SM, splice
- 288 fiber, SM, splice

- 6 fiber, buffer fan-out kit
- 12 fiber, buffer fan-out kit
- FO Connector – SM/MM, ST/SC/LC type, Unicam connector
- FO Closure – re-entry kit, cable preparation, up to 288 fiber, aerial or underground installation
- FO Closure – splice tray, fusion heat shrink, 12 fiber, (F & I)
- FO Closure – splice tray, fusion heat shrink, 24 fiber, (F & I)
- FO Closure – splice tray, fusion heat shrink, 48 fiber, (F & I)
- FO Closure – splice tray, fusion heat shrink, 96 fiber, (F & I)
- FO Closure – splice tray, fusion heat shrink, 144 fiber, (F & I)
- FO Closure – splice tray, fusion heat shrink, 288 fiber, (F & I)
- FO Splice – fusion splice, heat shrink <0.04 db, OSP including detail as needed
- FO Splice – OTDR test any wavelength, one direction, bare fiber
- OSP Aerial – messenger cable, 1/4", per foot
- OSP Aerial – remove messenger cable, 1/4", per foot
- OSP Aerial – pole attachment, loose tube, with J-Hook concrete pole
- OSP Aerial – pole attachment, loose tube, with J-Hook wood pole
- OSP Aerial – pole attachment, ADS Tangent (F & I)
- OSP Aerial – pole attachment, Dead End (F & I)
- OSP Aerial – place pole riser, 2", RGS
- OSP Aerial – place pre-stressed concrete pole, 35 feet, utility
- OSP Aerial – place pre-stressed concrete pole, 45 feet, utility
- OSP Aerial – place pre-stressed concrete pole, 70 feet, utility
- OSP Aerial – place down guy anchor, 6 feet

7.8. PULL BOXES

7.8.1 General Requirements

Furnish and install polymer concrete/fiberglass reinforced polymer pull boxes for fiber optic splicing, storing fiber optic cable, cable pull boxes, and noninvasive magnetic detection system appliances. Pull boxes shall be lightweight, high strength, resistance to sunlight, resistant to petrochemicals, unaffected by freeze/thaw cycles, straight sided, flush fit with sidewalk or grass, no grounding required, and be capable of anchor inserts to allow for mounting rail attachment. All Fiber Optic Pull Boxes shall be of one piece box construction. Approved Fiber Optic Pull Boxes for use in a fiber optic environment are as follows:

Fiber Optic Pull Boxes shall be manufactured of a composite mixture of polymer and concrete, and reinforced by a heavy-weave fiberglass, creating a material compressive strength of no less than 110 psi. Each Fiber Optic Pull Box shall have a minimum design rating of 20,800 lbs., over a 10" x 10" area and be designed and tested to temperatures of -50° F.

Supply Fiber Optic Pull Boxes with a heavy-duty cover having a minimum elastic design load of 20,800 lbs. over a 10" x 10" area. All covers shall be produced to the AASHTO H-20 Cover Rating and meet a ASTM C857 load test of 20,800 lbs., performed as stated in AASHTO T280-87, "Standard Method Of Testing For Concrete Pipe, Section, Or Tile", Section 5, and as referenced in ASTM C497. Supply a minimum of two (2) hex head bolts with washers to secure the cover to the Fiber Optic Pull Box. Any cover that has a length of above 39", shall be split or divided into two (2) equal lengths. Fiber Optic Pull Box covers shall be embossed with "Fiber Optics" on the outside of the cover. Fiber Optic Pull Box covers shall have "J" hook slots (1"W x 4"L).

All pull box lids shall be embossed with "FIBER OPTICS".

7.8.2 Fiber Optic Pull Box Installation Process

Prepare the excavation a minimum 6" - 12" deeper than the depth of the Fiber Optic Pull Box. Add a minimum 6" of crushed rock for drainage as required to bring the top of the box to finished grade level.

Place Fiber Optic Pull Box in hole with top at grade level.

While Fiber Optic Pull Box cover is in place, fill and compact soil to grade level. If grade level is raised later, the Fiber Optic Pull Box can be pulled up and bricked at the bottom with one (1) brick per side [a total of four (4)]. The cavity produced by this raising shall be eliminated by the addition of crushed rock.

7.8.3 Fiber Optic Pull Box Installation Conduit Entry

Install 22.5 to 45 degree conduit sweeps into the fiber optic pull box. Conduit ends shall align in the pull box so the fiber optic cable is subjected to no more than 75% of the maximum bending radius of the cable. Provide and install a reinforced concrete apron around the installed pull box.

7.8.4 Fiber Optic Splice Vault

The Fiber Optic Splice Vault shall be manhole type, concrete constructed, with a ¼" x 36" Diameter Traffic Steel Cover (Diamond Plate) with intermediate beam supports. It shall have the dimensions of 48" x 48" x 48", and shall be an open bottom manhole with a concrete collar placed at grade 12" around the entire perimeter of vault 4" thick with reinforced steel mesh.

7.8.5 List of Items for Fiber Optic Pull Boxes

The items and services listed below **are not** an all-inclusive list. Furnish and install the following items as required:

- Pull Box – Composite construction, 24" x 36" x 24", traffic rated with composite traffic rated lid
- Pull Box – Composite construction, 17" x 30" x 12", traffic rated with composite traffic rated lid
- Pull Box – Composite construction, 30" x 48" x 30", with traffic rated with composite traffic rated lid

7.9 OUTSIDE PLANT CABINETS

7.9.1 General Requirements

Install only Field Device Cabinets Type II (336S Special), Type III (332 Special), and Type VI (Hub Cabinet). This shall encompass all labor, equipment, materials required for pickup site delivery, validation, power hookup, and all required appurtenances for complete and operational cabinet. Cabinets shall provide an environmentally secure enclosure to house (ITS) Intelligent Traffic Systems field equipment, subsystems and systems, lighting and surge protection. The cabinet shall be designed for the explicit use of housing and protecting sensitive electronic equipment (Encoders, 10/100/1000 Ethernet switches, media converters, port/terminal service, fiber optics equipment, and other related components, etc.) within a controlled environment necessary for the proper operation of installed electronic equipment. The unit price for an installed Detector Cabinet shall consist of the furnishing and installation of a foundation, slab, electrical service and the transport and placement of the Detector Cabinet on said foundation and/or slab. The installed Detector Cabinet shall also include any ancillary equipment or incidental items, including mounting hardware, cabinet base, foundation, bridge pedestal base plate, and restoration of the surrounding ground to its original condition.

7.9.2 Field Device Cabinet Type II (336S Special)

Install Field Device Cabinet that provides an environmentally secure enclosure to house ITS field device equipment, subsystems and systems, lighting and surge protection. The cabinet shall be designed for the explicit use of housing and protecting sensitive electronic equipment (Encoders, 10/100/1000 Ethernet switches, media converters, port/terminal servers, fiber optics equipment, and other related components, etc.) within a controlled environment necessary for the proper operation of installed electronic equipment.

The Detector Cabinet shall meet or exceed the following minimum requirements:

- **Size:** Outside dimensions shall be approximately 46"H x 24"W x 24"D;
- **Lighting:** The cabinet shall include door activated 20W cool white fluorescent lights;
- **Electrical Outlets:** One duplex (GFI) receptacle shall be included with every cabinet;
- **Equipment Racks:** One 19" equipment rack, adjustable 4-post design with 5/8-inches - 5/8-inches - 1/2-inches spacing with holes tapped for #12-24 screws. A rack-mounted drawer shall be included with the rack;
- **Air Filtration:** The cabinet shall contain a filtered air intake vent featuring re-usable, washable type filters;
- **Power Distribution:** The 30A main breaker provided in the cabinet shall distribute power to rack mounted equipment, lighting and outlets;
- **Surge Protection:**

1. Primary surge suppression shall consist of a wall or flush mounted unit with 12 AWG terminals with a maximum 80kA (8/20⁰s), protecting lines L-N, L-G, L-L, and N-G. The unit shall meet the following environmental requirements: ambient temperatures of -40°F to 185°F (-40°C to 85°C working) and 95% RH (non-condensing). Dimensions shall be 4.5" x 2.9" x 2.3".
 2. A nine-outlet (seven switched, two un-switched) rack mounted surge suppressor unit shall be installed. The maximum surge current shall be 84kA with a load current of 15A or 20A at a working voltage of 120V 50/60Hz.
 3. A 19" DIN Rail kit assembly shall be installed and have enough space for 32 modular surge suppressor devices (RJ11, RJ45, or BNC connector type) attached meeting the following criteria: ambient temperature of -40°F to 185°F (-20°C to 85°C working) and 95% RH (non- condensing) Dimensions shall be 5.04"H x .99"W x 2.25"D.
- Common Grounding System: A floor mounted 12-position ground bar shall be provided with the cabinet.
 - Cabinet Construction:
 1. Cabinet shall be of 1/8", 5052 Aluminum construction with white powder coat finish to eliminate rusting.
 2. Cabinet shall contain R-4 insulation to control the effect of environmental conditions.
 3. Doors shall have NEMA 3R rated with neoprene gasketing, for maximum equipment protection, and shall have heavy-duty 3-point hardware on all doors.
 4. All hinges shall be 1/8" aluminum with a stainless steel piano hinge, or continuous door length stainless steel hinges.

7.9.3 Field Device Cabinet Type III (332 Special)

Install Field Device Cabinet that provides an environmentally secure enclosure to house ITS field device equipment, subsystems and systems, lighting and surge protection. The cabinet shall be designed for the explicit use of housing and protecting sensitive electronic equipment (Encoders, 10/100/1000 Ethernet switches, media converters, port/terminal servers, fiber optics equipment, and other related components, etc.) within a controlled environment necessary for the proper operation of installed electronic equipment.

The Detector Cabinet shall meet or exceed the following minimum requirements:

- **Size:** Outside dimensions shall be approximately 66"H x 24"W x 30"D;
- **Lighting:** The cabinet shall include door activated 20W cool white fluorescent lights;
- **Electrical Outlets:** One duplex (GFI) receptacle shall be included with every cabinet;
- **Equipment Racks:** One 19" equipment rack, adjustable 4-post design, with 5/8-inches - 5/8 - inches - 1/2-inches spacing with holes tapped for #12-24 screws, a rack-mounted drawer shall be included with the rack;
- **Air Filtration:** The cabinet shall contain a filtered air intake vent featuring re-usable, washable type filters;
- **Power Distribution:** The 30A main breaker provided in the cabinet shall distribute power to rack mounted equipment, lighting, and outlets;
- Surge Protection:
 1. Primary surge suppression shall consist of a wall or flush mounted unit with 12 AWG terminals with a maximum 80kA (8/20⁰s), protecting lines L-N, L-G, L-L, and N-G. The unit shall meet the following environmental requirements: ambient temperatures of -40°F to 185°F (-40°C to 85°C working) and 95% RH (non-condensing). Dimensions shall be 4.5" x 2.9" x 2.3".
 2. A nine-outlet (seven switched, two un-switched) rack mounted surge suppressor unit shall be installed. The maximum surge current shall be 84kA with a load current of 15A or 20A at a working voltage of 120V 50/60Hz.
 3. A 19" DIN Rail kit assembly shall be installed and have enough space for 32 modular surge suppressor devices (RJ11, RJ45, or BNC connector type) attached meeting the following criteria: ambient temperature of -40°F to 185°F (-20°C to 85°C working) and 95% RH (non- condensing) Dimensions shall be 5.04"H x .99"W x 2.25"D.
- **Common Grounding System:** A floor mounted, 12-position ground bar, is to be provided with the cabinet;
- Cabinet Construction:
 1. The cabinet shall contain R-4 insulation to control the effect of environmental conditions.
 2. Cabinet shall be of 1/8", 5052 Aluminum construction with white powder coat finish to eliminate rusting.
 3. Doors shall have NEMA 3R rated with neoprene gasketing for maximum equipment protection and shall have

heavy-duty 3-point hardware on all doors.

4. All hinges shall be 1/8" aluminum with a stainless steel piano hinge, or continuous door length stainless steel hinges.

7.9.4 Hub Cabinet Type IV (Model 336S Special)

Install cabinet that provides an environmentally secure enclosure to house ITS field device equipment, subsystems and systems, lighting and surge protection. The cabinet shall be designed for the explicit use of housing and protecting sensitive electronic equipment (Encoders, 10/100/1000 Ethernet switches, media converters, port/terminal servers, fiber optics equipment, and other related components, etc.) within a controlled environment necessary for the proper operation of installed electronic equipment.

The cabinet shall meet or exceed the following minimum requirements:

- **Size:** Outside dimensions shall be approximately 48"H x 24"W x 24"D;
- **Cabinet Configuration:** The cabinet is a single door cabinet with one (1) NEMA 4 rated internal cabinet mounted to the interior of the outer cabinet;
- **Lighting:** The cabinet shall include door activated 20W cool white fluorescent lights;
- **Electrical Outlets:** One (1) duplex (GFI) receptacle shall be included with every cabinet;
- **Equipment Racks:** One (1) 19" equipment rack, adjustable 4-post design, with 5/8-inches -5/8- inches -1/2-inches spacing with holes tapped for #12-24 screws, a rack-mounted drawer with tabletop shall be included with the rack. Cable management guides shall be included with the rack and shall be constructed of an 18-gauge steel base plate with hook and loop fasteners. Four (4), two front, two rear 19" horizontal cable management guides and four (4), two front, two rear vertical cable management guides that shall run the vertical length of the rack;
- **Air Handling/Filtration:** The cabinet shall contain two (2) thermostatically controlled fans, 100 cfm rated. The cabinet shall contain a filtered air intake vent featuring re-usable, washable type filters;
- **Power Distribution:** The cabinet shall contain one 480/120 Volt transformer (Dry Type, 10KVA). A 30A main breaker shall be provided in the cabinet and shall distribute power to equipment, lighting, and outlets. The transformer and main breaker shall be mounted inside the outer cabinet;
- **UPS:** The cabinet shall contain one managed uninterruptible power supply. The UPS shall be 19" rack mounted. The UPS shall be 120V input/120V output. Output power capacity shall be 1400VA/1050Watts. The unit shall have a serial interface port for management. The unit shall be no more than 3U high;
- **Surge Protection:** Primary surge suppression shall consist of a wall or flush mounted unit with 12 AWG terminals with a maximum 80kA (8/20's), protecting lines L-N, L-G, L-L, and N-G. The unit shall meet the following environmental requirements;
 1. Ambient temperatures of -40°F to 185°F (-40°C to 85°C working) and 95% RH (non- condensing). Dimensions shall be 4.5" x 2.9" x 2.3";
 2. A nine-outlet (seven switched, two un-switched) rack mounted surge suppressor unit shall be installed. The maximum surge current shall be 84kA with a load current of 15A or 20A at a working voltage of 120V 50/60Hz;
 3. A 19" DIN Rail kit assembly shall be installed and have enough space for 32 modular surge suppressor devices (RJ11, RJ45, or BNC connector type) attached, meeting the following criteria: ambient temperature of -40°F to 185°F (-20°C to 85°C working) and 95% RH (non- condensing). Dimensions shall be 5.04"H x .99"W x 2.25"D;
- **Common Grounding System:** A floor mounted 12-position ground bar is to be provided with the cabinet.

7.9.5 Outer Cabinet Construction

The cabinet shall contain R-4 insulation to control the effect of environmental conditions. Cabinet shall be of 1/8", 5052 Aluminum construction with white powder coat finish to eliminate rusting. Outer door shall have NEMA 3R rated with neoprene gasketing for maximum equipment protection and shall have heavy-duty 3-point hardware. All hinges shall be 1/8" aluminum with a stainless steel piano hinge, or continuous door length stainless steel hinges.

7.9.6 Inner Cabinet (NEMA 4) Construction

The cabinet shall be a NEMA 4 rated cabinet with approximate dimensions of 20"W x 24"H x 12"D. The cabinet shall be constructed of 16-gauge stainless steel or other non-corrosive material. The cabinet shall contain one 12-gauge mounting plate with 10-32 x 2" threaded hole pattern mounted to the rear of the cabinet. The cabinet shall contain one heat sink mounted to the outside rear of the inner cabinet tangent to the mounting plate.

7.9.7 Device Cabinet Base

Install Device Cabinet Base that provides an environmentally secure enclosure to house fiber optic splice closure, fiber optic drop cable slack, data cable slack, and power cable slack. The base shall be specifically fabricated to accommodate the detector cabinet as specified within this Section A268. Neoprene gasketing shall be supplied by the Device Cabinet Base vendor that shall be applied by the installation Contractor between the Base and the Detector Cabinet. The Device Cabinet Base shall meet or exceed the following minimum requirements:

- Outside dimensions shall be approximately 16"H x 40"W x 24"D or 16"H x 24"W x 24"D;
- Shall be fabricated from 1/8" aluminum;
- Shall have an epoxy powder coating;
- Shall have a front access panel with captive stainless steel screws;
- Shall have an open top and open bottom, each with a 2-inch lip for mounting and/or attachment of the Detector Cabinet;
- Shall have a conduit mounting plate of same size (width and depth) made of 1/4" Stainless Steel 316.
- All screws and hardware shall be stainless steel.

7.9.8 Base Plate

All bridge pedestals shall have the existing open cable raceways sealed. These raceways shall be sealed by way of 1/4" stainless steel plates, anchored over the raceway by way of epoxy anchor drilled into the pedestal at a minimum depth of 1 1/4". There shall be two sizes of base plates, 18" x 12" and 10" x 10". The successful bidder shall install the Engineer's System Manager supplied Base Plates where noted and/or depicted within the plan set.

7.9.9 Hub Cabinet Type VI (Master Hub Cabinet)

Install a Master Hub Cabinet that provides an environmentally cooled enclosure facility required for the sensitive network equipment to be furnished on this project. The cabinet shall be designed for the explicit use of housing sensitive electronic equipment (Gigabit Ethernet switches, 10/100 Ethernet switches, media converters, port/terminal servers, fiber optics equipment, and other related components, etc.) within a controlled atmosphere required for the proper operating conditions for installed equipment and shall be furnished by the System Manager.

The Master Hub cabinet shall meet or exceed the following minimum requirements:

- **Size:** Dimensions shall be approximately 104"H x 108"W x 77"D;
- **AC Unit/Cooling Unit:** The cabinet shall have an AC unit/cooling unit(s) with a minimum total cooling capacity of 20,000 BTUs. The AC unit/cooling unit(s) shall be designed specifically for outdoor electronic enclosures and shall be designed for a fully-gasketed, leak-proof installation in accordance with the NEMA 4/4X enclosure rating. Refrigerant shall be CFC-free;
- **Lighting:** The cabinet shall include a switch controlled fluorescent light fixture providing adequate work lighting throughout the cabinet;
- **Electrical Outlets:** Two (2) separate duplex (GFCI) wall electrical outlets for test/maintenance equipment shall be provided. Two (2) separate standard duplex outlets shall be supplied for equipment power;
- **Equipment Racks:** Two (2) 19" EIA equipment racks with two (2) vertical and four (4) horizontal cable management panels per rack, placed as specified within the plan set;
- **Ladder Racks:** Ladder rack cable management system as depicted within the plan set shall be provided;
- **Power Distribution:** The cabinet shall provide for power distribution to all installed equipment racks, lighting and the air conditioning unit shall be provided;
- **Lightning Protection System:** Provide for lightning protection for the overall, integrated structure, including each metallic (copper) conductor penetrating the cabinet;
- **Common Grounding System:** A cabinet grounding system shall be provided;
- **Cabinet Monitoring System:** A cabinet monitoring system shall be provided to continuously monitor and report local conditions (temperature, humidity, smoke, and door alarm).

7.9.10 Construction

Construct a flat, level, concrete base, meeting the requirements for Class 1, non-stressed concrete and shall be accepted according to Section 347 of the FDOT Standard Specifications, and the latest supplements. The minimum final grade shall be set at nominal eight inches above the surrounding grade to ensure that water drains away from the cabinet. Restore surrounding surfaces to their original condition.

7.9.11 Method of Measurement

The Detector Cabinet Type II, Detector Cabinet III, and Detector Cabinet VI shall be measured for payment at each site as installed. Detector Cabinet IV and its corresponding base (A268-4.1) shall be paid as each is installed. The Detector Cabinet Base installed shall be an appurtenance of the Type IV Detector Cabinet. The unit price for each Master Hub cabinet, installed, shall include all labor, equipment, foundations, mounting hardware, and miscellaneous material necessary for a complete and acceptable installation. The Engineer's System Manager will supply the cabinet assemblies as specified in the contract.

7.9.12 List of Items for Outside Plant Cabinets

Communications Cabinet – 35 " x 24" x 22", with concrete base
Communications Cabinet – 51.25" x 20" x 18", with concrete base
Communications Cabinet – 37" x 20" x 17", with concrete base
Device Cabinet Type 332 - 66" x 24" x 30", with concrete base

Communication Cabinet – 67" x 48" x 30", for existing concrete base

Communications Cabinet – 67" x 24" x 30" for existing concrete base

RESPONSE PAGE**IFB #25-005/JW****FIBER OPTIC ENGINEERING, DESIGN, MATERIAL, SUPPLIES AND INSTALLATION, TERM CONTRACT****LOT #1 – NON-FEDERAL FUNDS
SECTION A**

ITEM	ITEM DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED OFFER
	LABOR				
1.	Engineering Florida PE Services – Hourly Rate	100	HR	\$ 250.00	\$ 25,000.00
2.	BICSI RCDD – Hourly Rate	50	HR	\$ 195.00	\$ 9,750.00
3.	CADD Operator – Hourly Rate	100	HR	\$ 125.00	\$ 12,500.00
4.	Clerical Support Services – Hourly Rate	60	HR	\$ 75.00	\$ 4,500.00
5.	Commercial Cable – Electronics Technician – Hourly Rate	10	HR	\$ 135.00	\$ 1,350.00
6.	Commercial Cable Installer – Hourly Rate	350	HR	\$ 115.00	\$ 40,250.00
7.	Commercial Duct Installer – Hourly Rate	700	HR	\$ 115.00	\$ 80,500.00
8.	Tree Trimming – Hourly Rate	20	HR	\$ 195.00	\$ 3,900.00
9.	OSP ROW Strand Mapping	10	MILE	\$ 2,500.00	\$ 25,000.00
10.	OSP ROW Design and Permitting	100	MILE	\$ 3,250.00	\$ 325,000.00
11.	OSP GPS Survey	50	MILE	\$ 4,000.00	\$ 200,000.00
12.	OSP GIS Technician	50	MILE	\$ 2,250.00	\$ 112,500.00
TOTAL OFFER (SECTION A):					\$ 840,250.00

All unit prices bid should be within two (2) decimal points, with the exception of L.F. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

FIRM NAME: Precision Contracting Services Inc.

RESPONSE PAGE

IFB #25-005/JW

**FIBER OPTIC ENGINEERING, DESIGN, MATERIAL, SUPPLIES AND INSTALLATION, TERM CONTRACT
SECTION B**

ITEM	ITEM DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED OFFER
	OSP CONSTRUCTION – UNDERGROUND				
13.	Maintenance of Traffic (MOT) Lane Closure	50	EACH	\$ 1,750.00	\$ 87,500.00
14.	Utility Locate – GPR or Subsurface Utility Excavation	20	HR	\$ 145.00	\$ 2,900.00
15.	Trench Hand – Duct 2" HDPE/PVC Placed at 30-36" (F&I)	100	LF	\$ 12.50	\$ 1,250.00
16.	Trench Machine – Duct 2" HDPE/PVC Placed at 30-36" (F&I)	500	LF	\$ 15.00	\$ 7,500.00
17.	Duct 2" Extra Pipe in Trench/Bore (F&I)	250	LF	\$ 4.00	\$ 1,000.00
18.	Duct 1.25" Innerduct Colored (F&I) – Installed in Existing Duct	20	LF	\$ 3.50	\$ 70.00
19.	Directional Bore – 4x 1.25" HDPE Dir. Bore (F&I)	50	LF	\$ 25.00	\$ 1,250.00
20.	Maxcell 3 Cell – 2" (F&I)	200	LF	\$ 8.50	\$ 1,700.00
21.	Dir. Bore 2" HDPE Standard (F&I)	2,000	LF	\$ 22.00	\$ 44,000.00
22.	Dir. Bore 2" HDPE Special Condition (F&I) – Railroad, Canal, Deep Crossing, Limited ROW	300	LF	\$ 42.00	\$ 12,600.00
23.	Dir. Bore 8" HDPE Under Navigable Waterway (F&I)	100	LF	\$ 225.00	\$ 22,500.00
24.	Dir. Bore – MicroDuct – 2W 27/20mm (F&I) – includes all coupling, racking	50	LF	\$ 22.75	\$ 1,137.50

All unit prices bid should be within two (2) decimal points, with the exception of LF. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

FIRM NAME: Precision Contracting Services Inc.

RESPONSE PAGE**IFB #25-005/JW****FIBER OPTIC ENGINEERING, DESIGN, MATERIAL, SUPPLIES AND INSTALLATION, TERM CONTRACT**

ITEM	ITEM DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED OFFER
25.	Dir. Bore – MicroDuct – 2W 16/13mm (F&I) – includes all coupling, racking	50	LF	\$ 23.25	\$ 1,162.50
26.	Dir. Bore – MicroDuct – 4W 16/13mm (F&I) – includes all coupling, racking	50	LF	\$ 24.00	\$ 1,200.00
27.	Duct 2" RGS, Above Ground (F&I) includes fittings & incidentals	250	LF	\$ 26.75	\$ 6,687.50
28.	Duct 4" RGS, Above Ground (F&I) includes fittings & incidentals	20	LF	\$ 36.25	\$ 725.00
29.	Duct 2" Fiberglass, Bridge Mount, (F&I) includes fittings & incidentals	50	LF	\$ 90.00	\$ 4,500.00
30.	Duct 4" Fiberglass, Bridge Mount, (F&I) includes fittings & incidentals	50	LF	\$ 125.00	\$ 6,250.00
31.	Tracer Wire - #14, Colored per Client Spec (F&I)	30,000	LF	\$ 0.95	\$ 28,500.00
32.	Detectable Marking Tape, Orange (F&I)	100	LF	\$ 0.75	\$ 75.00
33.	Duct 2" PVC Split Duct (F&I) w/ Couplers, Clamps, Bonding Agents	200	LF	\$ 28.75	\$ 5,750.00
34.	Duct Proofing & Jet Line (F&I)	7,000	LF	\$ 1.50	\$ 10,500.00
35.	Restoration – Sod, Seed (F&I)	250	SQFT	\$ 4.00	\$ 1,000.00
36.	Delineator Marker Post 6' (F&I) w/ Client Info Label	20	EACH	\$ 100.00	\$ 2,000.00
37.	Delineator Marker Post 6' (F&I) w/ Fink Locate Plate	10	EACH	\$ 125.00	\$ 1,250.00

All unit prices bid should be within two (2) decimal points, with the exception of LF. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

FIRM NAME: Precision Contracting Services Inc.

RESPONSE PAGE

IFB #25-005/JW

FIBER OPTIC ENGINEERING, DESIGN, MATERIAL, SUPPLIES AND INSTALLATION, TERM CONTRACT

ITEM	ITEM DESCRIPTION	ANNUAL ESTIMATE D	UNIT	UNIT PRICE	EXTENDED OFFER
	FIBER OPTIC CABLES				
38.	FO Cable – 6F SM LT OSP (F&I) Aerial or UG Installation	1,000	LF	\$ <u>2.30</u>	\$ <u>2,300.00</u>
39.	FO Cable – 12F SM LT OSP (F&I) Aerial or UG Installation	2,000	LF	\$ <u>2.45</u>	\$ <u>4,900.00</u>
40.	FO Cable – 24F SM LT OSP (F&I) Aerial or UG Installation	10,000	LF	\$ <u>2.65</u>	\$ <u>26,500.00</u>
41.	FO Cable – 48F SM LT OSP (F&I) Aerial or UG Installation	35,000	LF	\$ <u>2.95</u>	\$ <u>103,250.00</u>
42.	FO Cable – 96F SM LT OSP (F&I) Aerial or UG Installation	20,000	LF	\$ <u>3.00</u>	\$ <u>60,000.00</u>
43.	FO Cable - 144F SM LT OSP (F&I) Aerial or UG Installation	2,000	LF	\$ <u>3.75</u>	\$ <u>7,500.00</u>
44.	FO Cable – 288F SM LT OSP (F&I) Aerial or UG Installation	2,000	LF	\$ <u>5.85</u>	\$ <u>11,700.00</u>
45.	FO Cable – 12F SM MiniXtend (F&I)	200	LF	\$ <u>2.35</u>	\$ <u>470.00</u>
46.	FO Cable – 96F SM MiniXtend (F&I)	200	LF	\$ <u>3.15</u>	\$ <u>630.00</u>
47.	FO Cable – 144F SM MiniXtend (F&I)	200	LF	\$ <u>3.75</u>	\$ <u>750.00</u>
48.	FO Cable – 24F SM All Dielectric Self Supporting, Aerial (F&I)	500	LF	\$ <u>3.25</u>	\$ <u>1,625.00</u>
49.	FO Cable – 144F SM All Dielectric Self Supporting, Aerial (F&I)	500	LF	\$ <u>4.50</u>	\$ <u>2,250.00</u>
50.	FO Cable – 6F SM Indoor Outdoor Plenum (F&I) – Corning FREEDM or equal	250	LF	\$ <u>3.85</u>	\$ <u>962.50</u>
51.	FO Cable – 12F SM Indoor Outdoor (F&I) – Corning FREEDM or equal	250	LF	\$ <u>4.00</u>	\$ <u>1,000.00</u>
52.	FO Cable – 24F SM Indoor Outdoor (F&I) – Corning FREEDM or equal	250	LF	\$ <u>5.50</u>	\$ <u>1,375.00</u>

All unit prices bid should be within two (2) decimal points, with the exception of LF. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

FIRM NAME: Precision Contracting Services Inc.

RESPONSE PAGE**IFB #25-005/JW****FIBER OPTIC ENGINEERING, DESIGN, MATERIAL, SUPPLIES AND INSTALLATION, TERM CONTRACT**

ITEM	ITEM DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED OFFER
53.	FO Cable – 48F SM Indoor Outdoor (F&I) – Corning FREEDM or equal	500	LF	\$ <u>6.15</u>	\$ <u>3,075.00</u>
54.	FO Cable – 96F SM Indoor Outdoor (F&I) – Corning FREEDM or equal	500	LF	\$ <u>6.50</u>	\$ <u>3,250.00</u>
55.	FO Cable – 144F SM Indoor Outdoor (F&I) – Corning FREEDM or equal	250	LF	\$ <u>7.75</u>	\$ <u>1,937.50</u>
56.	FO Cable – 288F SM Indoor Outdoor (F&I) – Corning FREEDM or equal	100	LF	\$ <u>11.50</u>	\$ <u>1,150.00</u>
57.	FO Cable – 6F SM OFNR/OFNP (F&I) – By Project Requirement	250	LF	\$ <u>2.75</u>	\$ <u>687.50</u>
58.	FO Cable – 12F SM OFNR/OFNP (F&I) – By Project Requirement	250	LF	\$ <u>2.95</u>	\$ <u>737.50</u>
59.	FO Cable – 24F SM OFNR/OFNP (F&I) – By Project Requirement I	500	LF	\$ <u>3.25</u>	\$ <u>1,625.00</u>
60.	FO Cable – 48F SM OFNR/OFNP (F&I) – By Project Requirement	500	LF	\$ <u>3.55</u>	\$ <u>1,775.00</u>
61.	FO Cable – 96F SM OFNR/OFNP (F&I) – By Project Requirement	500	LF	\$ <u>3.75</u>	\$ <u>1,875.00</u>
62.	FO Cable – 144F SM OFNR/OFNP (F&I) – By Project Requirement	250	LF	\$ <u>4.25</u>	\$ <u>1,062.50</u>
63.	FO Cable – 12F MM 62.5m OM1, LT, OSP (F&I)	100	LF	\$ <u>4.35</u>	\$ <u>435.00</u>
64.	FO Cable – 24F MM 62.5m OM1, LT, OSP (F&I)	100	LF	\$ <u>5.65</u>	\$ <u>565.00</u>
65.	FO Cable – 12F MM 50m OM4, LT, OSP (F&I)	100	LF	\$ <u>6.50</u>	\$ <u>650.00</u>
66.	FO Cable – 24F MM 50m OM4, LT, OSP (F&I)	100	LF	\$ <u>8.95</u>	\$ <u>895.00</u>
67.	FO Cable – 12F MM 50m OM4, OFNR (F&I)	100	LF	\$ <u>4.95</u>	\$ <u>495.00</u>

All unit prices bid should be within two (2) decimal points, with the exception of LF. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

FIRM NAME: Precision Contracting Services Inc.

RESPONSE PAGE

IFB #25-005/JW

FIBER OPTIC ENGINEERING, DESIGN, MATERIAL, SUPPLIES AND INSTALLATION, TERM CONTRACT

ITEM	ITEM DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED OFFER
68.	FO Cable – 24F MM 50m OM4, OFNR (F&I)	100	LF	\$ 7.50	\$ 750.00
69.	FO Cable – 12F MM Plenum, Tight Buffer (F&I)	100	LF	\$ 4.00	\$ 400.00
70.	FO Cable – 24F MM Plenum, Tight Buffer (F&I)	100	LF	\$ 7.00	\$ 700.00
71.	FO Cable – Cable Removal – OSP/ISP	1,000	LF	\$ 0.75	\$ 750.00
72.	FO Cable – Cable Relocation – Remove & Reinstall	1,000	LF	\$ 1.85	\$ 1,850.00
OPTICAL SPLICING & TERMINATION					
73.	FO Term Cabinet – 12F Wall/Rack Cabinet, Trays, Pigtails, Splices, Tests (F&I)	20	EACH	\$ 1,625.00	\$ 32,500.00
74.	FO Term Cabinet – 24F Wall/Rack Cabinet, Trays, Pigtails, Splices, Tests (F&I)	20	EACH	\$ 2,395.00	\$ 47,900.00
75.	FO Term Cabinet – 48F Wall/Rack Cabinet, Trays, Pigtails, Splices, Tests (F&I)	30	EACH	\$ 4,675.00	\$ 140,250.00
76.	FO Term Cabinet – 96F Wall/Rack Cabinet, Trays, Pigtails, Splices, Tests (F&I)	20	EACH	\$ 7,695.00	\$ 153,900.00
77.	FO Term Cabinet – 144F Wall/Rack Cabinet, Trays, Pigtails, Splices, Tests (F&I)	10	EACH	\$ 10,885.00	\$ 108,850.00

All unit prices bid should be within two (2) decimal points, with the exception of LF. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

FIRM NAME: Precision Contracting Services Inc.

RESPONSE PAGE**IFB #25-005/JW****FIBER OPTIC ENGINEERING, DESIGN, MATERIAL, SUPPLIES AND INSTALLATION, TERM CONTRACT**

ITEM	ITEM DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED OFFER
78.	FO Term Cabinet – 288F Wall/Rack Cabinet, Trays, Pigtailes, Splices, Tests (F&I)	10	EACH	\$ <u>19,990.00</u>	\$ <u>199,900.00</u>
79.	FO Fanout – 6F (F&I)	10	EACH	\$ <u>65.00</u>	\$ <u>650.00</u>
80.	FO Fanout 12F (F&I)	10	EACH	\$ <u>85.00</u>	<u>850.00</u>
81.	FO Connector – MM, Unicam or Splice On (F&I) – ST/SC/LC Type, Per Project Spec	10	EACH	\$ <u>80.00</u>	\$ <u>800.00</u>
82.	FO Connector – SM, Unicam or Splice On (F&I) – ST/SC/LC Type, Per Project Spec	10	EACH	\$ <u>80.00</u>	\$ <u>800.00</u>
83.	FO Splice Closure – 12F Aerial/UG – includes Trays, Splices (F&I)	100	EACH	\$ <u>1,625.00</u>	\$ <u>162,500.00</u>
84.	FO Splice Closure – 24F Aerial/UG – includes Trays, Splices (F&I)	20	EACH	\$ <u>2,265.00</u>	\$ <u>45,300.00</u>
85.	FO Splice Closure – 48F Aerial/UG – includes Trays, Splices (F&I)	20	EACH	\$ <u>3,975.00</u>	\$ <u>79,500.00</u>
86.	FO Splice Closure – 96F Aerial/UG – includes Trays, Splices (F&I)	20	EACH	\$ <u>6,175.00</u>	\$ <u>123,500.00</u>
87.	FO Splice Closure – 144F Aerial/UG – includes Trays, Splices (F&I)	10	EACH	\$ <u>7,575.00</u>	\$ <u>75,750.00</u>
88.	FO Splice Closure – 288F Aerial/UG – includes Trays, Splices (F&I)	10	EACH	\$ <u>12,675.00</u>	\$ <u>126,750.00</u>

All unit prices bid should be within two (2) decimal points, with the exception of LF. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

FIRM NAME: Precision Contracting Services Inc.

RESPONSE PAGE

IFB #25-005/JW

FIBER OPTIC ENGINEERING, DESIGN, MATERIAL, SUPPLIES AND INSTALLATION, TERM CONTRACT

ITEM	ITEM DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED OFFER
89.	FO Closure – Re-entry Kit, Cable Prep, Up to 288F, Aerial or UG Installation (F&I)	20	EACH	\$ 475.00	\$ 9,500.00
90.	FO OTDR Test – Any Wavelength, One Direction, Bare Fiber	1,000	EACH	\$ 12.50	\$ 12,500.00
91.	FO Splice Tray, Fusion, HS 12F (F&I)	10	EACH	\$ 55.00	\$ 550.00
92.	FO Splice Tray, Fusion, HS 24F (F&I)	10	EACH	\$ 65.00	\$ 650.00
93.	FO Splice Tray, Fusion, HS 48F (F&I)	10	EACH	\$ 75.00	\$ 750.00
94.	FO Splice Tray, Fusion, 96F HS (F&I)	10	EACH	\$ 115.00	\$ 1,150.00
95.	FO Pigtail Splice – ST/SC/LC SM 2mm (F&I)	150	EACH	\$ 45.00	\$ 6,750.00
96.	OPS Aerial – Messenger Cable, ¼" (F&I)	10,000	LF	\$ 2.55	\$ 25,500.00
97.	OSP Aerial – Remove Messenger Cable, ¼" (F&I)	1,000	LF	\$ 0.85	\$ 850.00
98.	OSP Aerial – Pole Attachment, LT, With J-Hook Concrete Pole, (F&I)	200	EACH	\$ 225.00	\$ 45,000.00
99.	OSP Aerial – Pole Attachment, LT, With J-Hook Wood Pole, (F&I)	200	EACH	\$ 175.00	\$ 35,000.00
100	OSP Aerial – Pole Attachment, ADSS Tangent (F&I)	10	EACH	\$ 225.00	\$ 2,250.00

All unit prices bid should be within two (2) decimal points, with the exception of LF. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued

...

FIRM NAME: Precision Contracting Services Inc.

RESPONSE PAGE**IFB #25-005/JW****FIBER OPTIC ENGINEERING, DESIGN, MATERIAL, SUPPLIES AND INSTALLATION, TERM CONTRACT**

ITEM	ITEM DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED OFFER
101	OSP Aerial – Pole Attachment, ADSS Dead end (F&I)	10	EACH	\$ 275.00	\$ 2,750.00
102	OSP Aerial – Place Down Guy Anchor 6 ft, (F&I)	10	EACH	\$ 525.00	\$ 5,250.00
103	OSP Aerial – Place Pole Riser, 2" (F&I)	500	LF	\$ 37.50	\$ 18,750.00
104.	OSP Aerial – Place Pole Riser, 1" (F&I)	1,000	LF	\$ 35.50	\$ 35,500.00
105.	OSP Aerial – Placed Pre-Stressed Concert 35 ft, Utility (F&I)	2	EACH	\$ 10,575.00	\$ 21,150.00
106.	OSP Aerial – Placed Pre-Stressed Concert 45 ft, Utility (F&I)	2	EACH	\$ 11,885.00	\$ 23,770.00
107.	OSP Aerial – Placed Pre-Stressed Concert 75 ft, Utility (F&I)	2	EACH	\$ 23,115.00	\$ 46,230.00
	PULL BOXES				
108.	Pull Box – Composition 30x48x30 T22 Rated, w/ Split Lid (F&I)	10	EACH	\$ 1,575.00	\$ 15,750.00
109.	Pull Box – Composition 24x36x24 T22 Rated, w/ Lid (F&I)	20	EACH	\$ 1,125.00	\$ 22,500.00
110.	Pull Box – Composition 17x30x12T22 Rated, w/ Split Lid (F&I)	10	EACH	\$ 765.00	\$ 7,650.00
111.	Pull Box Apron – 12"wide by 6" deep (F&I) All Box Sizes	20	EACH	\$ 595.00	\$ 11,900.00

All unit prices bid should be within two (2) decimal points, with the exception of LF. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued

...

FIRM NAME: Precision Contracting Services Inc.

RESPONSE PAGE

IFB #25-005/JW

FIBER OPTIC ENGINEERING, DESIGN, MATERIAL, SUPPLIES AND INSTALLATION, TERM CONTRACT

ITEM	ITEM DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED OFFER
	OUTSIDE PLANT CABINET'S				
112.	Comm. Cabinet WE2488 – 24"Hx8"Wx8"D Sunshields (F&I)	10	EACH	\$ 2,445.00	\$ 24,450.00
113.	Comm. Cabinet – (F&I) LCOM or equal	30	EACH	\$ 2,495.00	\$ 74,850.00
114.	Comm. Cabinet 3363ESD – 46"Hx24"Wx30"D Sunshields (F&I)	1	EACH	\$ 4,735.00	\$ 4,735.00
115.	Comm. Cabinet 332 – 67"Hx24"Wx30"D 2 Door, Sunshields, (Front/Rear) (F&I) on Existing Pad	1	EACH	\$ 6,425.00	\$ 6,425.00
116.	Comm. Cabinet 334D – 67"Hx48"Wx30"D Quad Doors, Sunshields (F&I) on Existing Pad	1	EACH	\$ 7,225.00	\$ 7,225.00
	DAS MISCELLANOUS EQUIPMENT				
117.	DAS Power Cable 4C #12 CL2P	1,000	LF	\$ 4.25	\$ 4,250.00
118.	DAS Power Cable 4C #16 CL2P	1,000	LF	\$ 3.25	\$ 3,250.00
119.	DAS Power Cable 6C #12 CL2P	500	LF	\$ 4.85	\$ 2,425.00
120.	DAS Power Cable 6C #16 CL2P	500	LF	\$ 3.55	\$ 1,775.00
121.	DAS Hybrid 4F SM + 4C#12 Plenum, Armor (F&I)	500	LF	\$ 8.65	\$ 4,325.00
122.	DAS Hybrid 4F SM + 4C#16 Plenum, Armor (F&I)	1,000	LF	\$ 6.75	\$ 6,750.00
123.	DAS Hybrid 6F SM + 6C#12 Plenum, Armor (F&I)	500	LF	\$ 12.25	\$ 6,125.00
124.	DAS Hybrid 6F SM + 6C#16 Plenum, Armor (F&I)	500	LF	\$ 7.85	\$ 3,925.00
125.	Cat 6A Cable, Plenum, For installation on DAS System (F&I)	200	LF	\$ 3.25	\$ 650.00
126.	DAS Cabinet (4F& 1CU Keystone) Panel (F&I) (SPH-01P w/ CCH-CP12-DAS or equal)	200	EACH	\$ 195.00	\$ 39,000.00

All unit prices bid should be within two (2) decimal points, with the exception of LF. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued..

FIRM NAME: Precision Contracting Services Inc.

RESPONSE PAGE**IFB #25-005/JW****FIBER OPTIC ENGINEERING, DESIGN, MATERIAL, SUPPLIES AND INSTALLATION, TERM CONTRACT**

ITEM	ITEM DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED OFFER
127.	DAS Connector CU 2C (F&I) #16018 or equal	100	EACH	\$ 50.00	\$ 5,000.00
128.	DAS Connector FO SM, SC/LC (F&I) UPC/APC match to Vendor Optic	100	EACH	\$ 70.00	\$ 7,000.00
129.	CAT6A Patch Panel 24Port w/ Keystones Complete, Testing (F&I)	2	EACH	\$ 850.00	\$ 1,700.00
130.	CAT6A Termination w/ Faceplate & Keystone (F&I)	20	EACH	\$ 33.00	\$ 660.00
131.	CAT6A CU Drop Testing (Install)	10	EACH	\$ 15.00	\$ 150.00
132.	Core Drill Wall Penetration 4" w/ Fire Barrier Pass Thru Device (F&I) (PT4RD or equal)	10	EACH	\$ 1,225.00	\$ 12,250.00
133.	Core Drill Floor Penetration 4" w/ Scan and sleeve (F&I)	10	EACH	\$ 1,150.00	\$ 11,500.00
134.	J-Hooks (F&I)	200	EACH	\$ 22.50	\$ 4,500.00
TOTAL OFFER (SECTION B):					\$ 2,387,155.00
135.	Undefined Materials – Markup (% Markup for Goods Not Identified in Contract)	(Fifteen) 15.0 %			

All unit prices bid should be within two (2) decimal points, with the exception of LF. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continue...

FIRM NAME: Precision Contracting Services Inc.

RESPONSE PAGE**IFB #25-005/JW****FIBER OPTIC ENGINEERING, DESIGN, MATERIAL, SUPPLIES AND INSTALLATION, TERM CONTRACT****LOT #2 – FEDERAL FUNDS
SECTION A**

ITEM	ITEM DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED OFFER
	LABOR				
1.	Engineering Florida PE Services – Hourly Rate	25	HR	\$ 250.00	\$ 6,250.00
2.	BICSI RCDD – Hourly Rate	12	HR	\$ 195.00	\$ 2,340.00
3.	CADD Operator – Hourly Rate	25	HR	\$ 125.00	\$ 3,125.00
4.	Clerical Support Services – Hourly Rate	15	HR	\$ 75.00	\$ 1,125.00
5.	Commercial Cable – Electronics Technician – Hourly Rate	2	HR	\$ 135.00	\$ 270.00
6.	Commercial Cable Installer – Hourly Rate	87	HR	\$ 115.00	\$ 10,005.00
7.	Commercial Duct Installer – Hourly Rate	175	HR	\$ 115.00	\$ 20,125.00
8.	Tree Trimming – Hourly Rate	5	HR	\$ 195.00	\$ 975.00
9.	OSP ROW Strand Mapping	2	MILE	\$ 2,500.00	\$ 5,000.00
10.	OSP ROW Design and Permitting	25	MILE	\$ 3,250.00	\$ 81,250.00
11.	OSP GPS Survey	12	MILE	\$ 4,000.00	\$ 48,000.00
12.	OSP GIS Technician	12	MILE	\$ 2,250.00	\$ 27,000.00
TOTAL OFFER (SECTION A):					\$ 205,465.00

All unit prices bid should be within two (2) decimal points, with the exception of LF. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

FIRM NAME: Precision Contracting Services Inc.

RESPONSE PAGE

IFB #25-005/JW

FIBER OPTIC ENGINEERING, DESIGN, MATERIAL, SUPPLIES AND INSTALLATION, TERM CONTRACT SECTION B

ITEM	ITEM DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED OFFER
	OSP CONSTRUCTION – UNDERGROUND				
13.	Maintenance of Traffic (MOT) Lane Closure	12	EACH	\$ 1,750.00	\$ 21,000.00
14.	Utility Locate – GPR or Subsurface Utility Excavation	5	HR	\$ 145.00	\$ 725.00
15.	Trench Hand – Duct 2" HDPE/PVC Placed at 30-36" (F&I)	25	LF	\$ 12.50	\$ 312.50
16.	Trench Machine – Duct 2" HDPE/PVC Placed at 30-36" (F&I)	125	LF	\$ 15.00	\$ 1,875.00
17.	Duct 2" Extra Pipe in Trench/Bore (F&I)	62	LF	\$ 4.00	\$ 248.00
18.	Duct 1.25" Innerduct Colored (F&I) – Installed in Existing Duct	5	LF	\$ 3.50	\$ 17.50
19.	Directional Bore – 4x 1.25" HDPE Dir. Bore (F&I)	12	LF	\$ 25.00	\$ 300.00
20.	Maxcell 3 Cell – 2" (F&I)	50	LF	\$ 8.50	\$ 425.00
21.	Dir. Bore 2" HDPE Standard (F&I)	500	LF	\$ 22.00	\$ 11,000.00
22.	Dir. Bore 2" HDPE Special Condition (F&I) – Railroad, Canal, Deep Crossing, Limited ROW	75	LF	\$ 42.00	\$ 3,150.00
23.	Dir. Bore 8" HDPE Under Navigable Waterway (F&I)	25	LF	\$ 225.00	\$ 5,625.00
24.	Dir. Bore – MicroDuct – 2W 27/20mm (F&I) – includes all coupling, racking	12	LF	\$ 22.75	\$ 273.00

All unit prices bid should be within two (2) decimal points, with the exception of LF. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued

FIRM NAME: Precision Contracting Services Inc.

RESPONSE PAGE

IFB #25-005/JW

FIBER OPTIC ENGINEERING, DESIGN, MATERIAL, SUPPLIES AND INSTALLATION, TERM CONTRACT

ITEM	ITEM DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED OFFER
25.	Dir. Bore – MicroDuct – 2W 16/13mm (F&I) – includes all coupling, racking	12	LF	\$ 23.25	\$ 279.00
26.	Dir. Bore – MicroDuct – 4W 16/13mm (F&I) – includes all coupling, racking	12	LF	\$ 24.00	\$ 288.00
27.	Duct 2" RGS, Above Ground (F&I) includes fittings & incidentals	62	LF	\$ 26.75	\$ 1,658.50
28.	Duct 4" RGS, Above Ground (F&I) includes fittings & incidentals	5	LF	\$ 36.25	\$ 181.25
29.	Duct 2" Fiberglass, Bridge Mount, (F&I) includes fittings & incidentals	12	LF	\$ 90.00	\$ 1,080.00
30.	Duct 4" Fiberglass, Bridge Mount, (F&I) includes fittings & incidentals	12	LF	\$ 125.00	\$ 1,500.00
31.	Tracer Wire - #14, Colored per Client Spec (F&I)	7500	LF	\$ 0.95	\$ 7,125.00
32.	Detectable Marking Tape, Orange (F&I)	25	LF	\$ 0.75	\$ 18.75
33.	Duct 2" PVC Split Duct (F&I) w/ Couplers, Clamps, Bonding Agents	50	LF	\$ 28.75	\$ 1,437.50
34.	Duct Proofing & Jet Line (F&I)	1750	LF	\$ 1.50	\$ 2,625.00
35.	Restoration – Sod, Seed (F&I)	62	SQFT	\$ 4.00	\$ 248.00
36.	Delineator Marker Post 6' (F&I) w/ Client Info Label	5	EACH	\$ 100.00	\$ 500.00
37.	Delineator Marker Post 6' (F&I) w/ Fink Locate Plate	2	EACH	\$ 125.00	\$ 250.00

All unit prices bid should be within two (2) decimal points, with the exception of LF. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

FIRM NAME: Precision Contracting Services Inc.

RESPONSE PAGE**IFB #25-005/JW****FIBER OPTIC ENGINEERING, DESIGN, MATERIAL, SUPPLIES AND INSTALLATION, TERM CONTRACT**

ITEM	ITEM DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED OFFER
	FIBER OPTIC CABLES				
38.	FO Cable – 6F SM LT OSP (F&I) Aerial or UG Installation	250	LF	\$ 2.30	\$ 575.00
39.	FO Cable – 12F SM LT OSP (F&I) Aerial or UG Installation	500	LF	\$ 2.45	\$ 1,225.00
40.	FO Cable – 24F SM LT OSP (F&I) Aerial or UG Installation	2500	LF	\$ 2.65	\$ 6,625.00
41.	FO Cable – 48F SM LT OSP (F&I) Aerial or UG Installation	8750	LF	\$ 2.95	\$ 25,812.50
42.	FO Cable – 96F SM LT OSP (F&I) Aerial or UG Installation	5000	LF	\$ 3.00	\$ 15,000.00
43.	FO Cable - 144F SM LT OSP (F&I) Aerial or UG Installation	500	LF	\$ 3.75	\$ 1,875.00
44.	FO Cable – 288F SM LT OSP (F&I) Aerial or UG Installation	500	LF	\$ 5.85	\$ 2,925.00
45.	FO Cable – 12F SM MiniXtend (F&I)	50	LF	\$ 2.35	\$ 117.50
46.	FO Cable – 96F SM MiniXtend (F&I)	50	LF	\$ 3.15	\$ 157.50
47.	FO Cable – 144F SM MiniXtend (F&I)	50	LF	\$ 3.75	\$ 187.50
48.	FO Cable – 24F SM All Dielectric Self Supporting, Aerial (F&I)	125	LF	\$ 3.25	\$ 406.25
49.	FO Cable – 144F SM All Dielectric Self Supporting, Aerial (F&I)	125	LF	\$ 4.50	\$ 562.50
50.	FO Cable – 6F SM Indoor Outdoor Plenum (F&I) – Corning FREEDM or equal	62	LF	\$ 3.85	\$ 238.70
51.	FO Cable – 12F SM Indoor Outdoor (F&I) – Corning FREEDM or equal	62	LF	\$ 4.00	\$ 248.00
52.	FO Cable – 24F SM Indoor Outdoor (F&I) – Corning FREEDM or equal	62	LF	\$ 5.50	\$ 341.00

All unit prices bid should be within two (2) decimal points, with the exception of LF. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

FIRM NAME: Precision Contracting Services Inc.

RESPONSE PAGE

IFB #25-005/JW

FIBER OPTIC ENGINEERING, DESIGN, MATERIAL, SUPPLIES AND INSTALLATION, TERM CONTRACT

ITEM	ITEM DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED OFFER
53.	FO Cable – 48F SM Indoor Outdoor (F&I) – Corning FREEDM or equal	125	LF	\$ 6.15	\$ 768.75
54.	FO Cable – 96F SM Indoor Outdoor (F&I) – Corning FREEDM or equal	125	LF	\$ 6.50	\$ 812.50
55.	FO Cable – 144F SM Indoor Outdoor (F&I) – Corning FREEDM or equal	62	LF	\$ 7.75	\$ 480.50
56.	FO Cable – 288F SM Indoor Outdoor (F&I) – Corning FREEDM or equal	25	LF	\$ 11.50	\$ 287.50
57.	FO Cable – 6F SM OFNR/OFNP (F&I) – By Project Requirement	62	LF	\$ 2.75	\$ 170.50
58.	FO Cable – 12F SM OFNR/OFNP (F&I) – By Project Requirement	62	LF	\$ 2.95	\$ 182.90
59.	FO Cable – 24F SM OFNR/OFNP (F&I) – By Project Requirement I	125	LF	\$ 3.25	\$ 406.25
60.	FO Cable – 48F SM OFNR/OFNP (F&I) – By Project Requirement	125	LF	\$ 3.55	\$ 443.75
61.	FO Cable – 96F SM OFNR/OFNP (F&I) – By Project Requirement	125	LF	\$ 3.75	\$ 468.75
62.	FO Cable – 144F SM OFNR/OFNP (F&I) – By Project Requirement	62	LF	\$ 4.25	\$ 263.50
63.	FO Cable – 12F MM 62.5m OM1, LT, OSP (F&I)	25	LF	\$ 4.35	\$ 108.75
64.	FO Cable – 24F MM 62.5m OM1, LT, OSP (F&I)	25	LF	\$ 5.65	\$ 141.25
65.	FO Cable – 12F MM 50m OM4, LT, OSP (F&I)	25	LF	\$ 6.50	\$ 162.50
66.	FO Cable – 24F MM 50m OM4, LT, OSP (F&I)	25	LF	\$ 8.95	\$ 223.75
67.	FO Cable – 12F MM 50m OM4, OFNR (F&I)	25	LF	\$ 4.95	\$ 123.75

All unit prices bid should be within two (2) decimal points, with the exception of LF. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

.Continued...

FIRM NAME: Precision Contracting Services Inc.

RESPONSE PAGE**IFB #25-005/JW****FIBER OPTIC ENGINEERING, DESIGN, MATERIAL, SUPPLIES AND INSTALLATION, TERM CONTRACT**

ITEM	ITEM DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED OFFER
68.	FO Cable – 24F MM 50m OM4, OFNR (F&I)	25	LF	\$ 7.50	\$ 187.50
69.	FO Cable – 12F MM Plenum, Tight Buffer (F&I)	25	LF	\$ 4.00	\$ 100.00
70.	FO Cable – 24F MM Plenum, Tight Buffer (F&I)	25	LF	\$ 7.00	\$ 175.00
71.	FO Cable – Cable Removal – OSP/ISP	250	LF	\$ 0.75	\$ 187.50
72.	FO Cable – Cable Relocation – Remove & Reinstall	250	LF	\$ 1.85	\$ 462.50
OPTICAL SPLICING & TERMINATION					
73.	FO Term Cabinet – 12F Wall/Rack Cabinet, Trays, Pigtails, Splices, Tests (F&I)	5	EACH	\$ 1,625.00	\$ 8,125.00
74.	FO Term Cabinet – 24F Wall/Rack Cabinet, Trays, Pigtails, Splices, Tests (F&I)	5	EACH	\$ 2,395.00	\$ 11,975.00
75.	FO Term Cabinet – 48F Wall/Rack Cabinet, Trays, Pigtails, Splices, Tests (F&I)	7	EACH	\$ 4,675.00	\$ 32,725.00
76.	FO Term Cabinet – 96F Wall/Rack Cabinet, Trays, Pigtails, Splices, Tests (F&I)	5	EACH	\$ 7,695.00	\$ 38,475.00
77.	FO Term Cabinet – 144F Wall/Rack Cabinet, Trays, Pigtails, Splices, Tests (F&I)	2	EACH	\$ 10,885.00	\$ 21,770.00

All unit prices bid should be within two (2) decimal points, with the exception of LF. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

FIRM NAME: Precision Contracting Services Inc.

RESPONSE PAGE

IFB #25-005/JW

FIBER OPTIC ENGINEERING, DESIGN, MATERIAL, SUPPLIES AND INSTALLATION, TERM CONTRACT

ITEM	ITEM DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED OFFER
78.	FO Term Cabinet – 288F Wall/Rack Cabinet, Trays, Pigtails, Splices, Tests (F&I)	2	EACH	\$ 19,990.00	\$ 39,980.00
79.	FO Fanout – 6F (F&I)	2	EACH	\$ 65.00	\$ 130.00
80.	FO Fanout 12F (F&I)	2	EACH	\$ 85.00	170.00
81.	FO Connector – MM, Unicam or Splice On (F&I) – ST/SC/LC Type, Per Project Spec	2	EACH	\$ 80.00	\$ 160.00
82.	FO Connector – SM, Unicam or Splice On (F&I) – ST/SC/LC Type, Per Project Spec	2	EACH	\$ 80.00	\$ 160.00
83.	FO Splice Closure – 12F Aerial/UG – includes Trays, Splices (F&I)	25	EACH	\$ 1,625.00	\$ 40,625.00
84.	FO Splice Closure – 24F Aerial/UG – includes Trays, Splices (F&I)	5	EACH	\$ 2,265.00	\$ 11,325.00
85	FO Splice Closure – 48F Aerial/UG – includes Trays, Splices (F&I)	5	EACH	\$ 3,975.00	\$ 19,875.00
86	FO Splice Closure – 96F Aerial/UG – includes Trays, Splices (F&I)	5	EACH	\$ 6,175.00	\$ 30,875.00
87	FO Splice Closure – 144F Aerial/UG – includes Trays, Splices (F&I)	2	EACH	\$ 7,575.00	\$ 15,150.00
88	FO Splice Closure – 288F Aerial/UG – includes Trays, Splices (F&I)	2	EACH	\$ 12,675.00	\$ 25,350.00

All unit prices bid should be within two (2) decimal points, with the exception of LF. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

FIRM NAME: Precision Contracting Services Inc.

RESPONSE PAGE**IFB #25-005/JW****FIBER OPTIC ENGINEERING, DESIGN, MATERIAL, SUPPLIES AND INSTALLATION, TERM CONTRACT**

ITEM	ITEM DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED OFFER
89.	FO Closure – Re-entry Kit, Cable Prep, Up to 288F, Aerial or UG Installation (F&I)	5	EACH	\$ 475.00	\$ 2,375.00
90.	FO OTDR Test – Any Wavelength, One Direction, Bare Fiber	250	EACH	\$ 12.50	\$ 3,125.00
91.	FO Splice Tray, Fusion, HS 12F (F&I)	2	EACH	\$ 55.00	\$ 110.00
92.	FO Splice Tray, Fusion, HS 24F (F&I)	2	EACH	\$ 65.00	\$ 130.00
93.	FO Splice Tray, Fusion, HS 48F (F&I)	2	EACH	\$ 75.00	\$ 150.00
94.	FO Splice Tray, Fusion, 96F HS (F&I)	2	EACH	\$ 115.00	\$ 230.00
95.	FO Pigtail Splice – ST/SC/LC SM 2mm (F&I)	37	EACH	\$ 45.00	\$ 1,665.00
96.	OPS Aerial – Messenger Cable, ¼" (F&I)	2500	LF	\$ 2.55	\$ 6,375.00
97.	OSP Aerial – Remove Messenger Cable, ¼" (F&I)	250	LF	\$ 0.85	\$ 212.50
98.	OSP Aerial – Pole Attachment, LT, With J-Hook Concrete Pole, (F&I)	50	EACH	\$ 225.00	\$ 11,250.00
99.	OSP Aerial – Pole Attachment, LT, With J-Hook Wood Pole, (F&I)	50	EACH	\$ 175.00	\$ 8,750.00
100	OSP Aerial – Pole Attachment, ADSS Tangent (F&I)	2	EACH	\$ 225.00	\$ 450.00

All unit prices bid should be within two (2) decimal points, with the exception of LF. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued

...

FIRM NAME: Precision Contracting Services Inc.

RESPONSE PAGE

IFB #25-005/JW

FIBER OPTIC ENGINEERING, DESIGN, MATERIAL, SUPPLIES AND INSTALLATION, TERM CONTRACT

ITEM	ITEM DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED OFFER
101.	OSP Aerial – Pole Attachment, ADSS Dead end (F&I)	2	EACH	\$ 275.00	\$ 550.00
102.	OSP Aerial – Place Down Guy Anchor 6 ft, (F&I)	2	EACH	\$ 525.00	\$ 1,050.00
103	OSP Aerial – Place Pole Riser, 2" (F&I)	125	LF	\$ 37.50	\$ 4,687.50
104.	OSP Aerial – Place Pole Riser, 1" (F&I)	250	LF	\$ 35.50	\$ 8,875.00
105.	OSP Aerial – Placed Pre-Stressed Concert 35 ft, Utility (F&I)	2	EACH	\$ 10,575.00	\$ 21,150.00
106.	OSP Aerial – Placed Pre-Stressed Concert 45 ft, Utility (F&I)	2	EACH	\$ 11,885.00	\$ 23,770.00
107.	OSP Aerial – Placed Pre-Stressed Concert 75 ft, Utility (F&I)	2	EACH	\$ 23,115.00	\$ 46,230.00
	PULL BOXES				
108.	Pull Box – Composition 30x48x30 T22 Rated, w/ Split Lid (F&I)	2	EACH	\$ 1,575.00	\$ 3,150.00
109.	Pull Box – Composition 24x36x24 T22 Rated, w/ Lid (F&I)	5	EACH	\$ 1,125.00	\$ 5,625.00
110.	Pull Box – Composition 17x30x12T22 Rated, w/ Split Lid (F&I)	2	EACH	\$ 765.00	\$ 1,530.00
111.	Pull Box Apron – 12"wide by 6" deep (F&I) All Box Sizes	5	EACH	\$ 595.00	\$ 2,975.00

All unit prices bid should be within two (2) decimal points, with the exception of LF. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

FIRM NAME: Precision Contracting Services Inc.

RESPONSE PAGE

IFB #25-005/JW

FIBER OPTIC ENGINEERING, DESIGN, MATERIAL, SUPPLIES AND INSTALLATION, TERM CONTRACT

ITEM	ITEM DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED OFFER
	OUTSIDE PLANT CABINET'S				
112.	Comm. Cabinet WE2488 – 24"Hx8"Wx8"D Sunshields (F&I)	2	EACH	\$ 2,445.00	\$ 4,890.00
113.	Comm. Cabinet – (F&I) LCOM or equal	7	EACH	\$ 2,495.00	\$ 17,465.00
114.	Comm. Cabinet 3363ESD – 46"Hx24"Wx30"D Sunshields (F&I)	2	EACH	\$ 4,735.00	\$ 9,470.00
115.	Comm. Cabinet 332 – 67"Hx24"Wx30"D 2 Door, Sunshields, (Front/Rear) (F&I) on Existing Pad	2	EACH	\$ 6,425.00	\$ 12,850.00
116.	Comm. Cabinet 334D – 67"Hx48"Wx30"D Quad Doors, Sunshields (F&I) on Existing Pad	2	EACH	\$ 7,225.00	\$ 14,450.00
	DAS MISCELLANOUS EQUIPMENT				
117.	DAS Power Cable 4C #12 CL2P	250	LF	\$ 4.25	\$ 1,062.50
118.	DAS Power Cable 4C #16 CL2P	250	LF	\$ 3.25	\$ 812.50
119.	DAS Power Cable 6C #12 CL2P	125	LF	\$ 4.85	\$ 606.25
120.	DAS Power Cable 6C #16 CL2P	125	LF	\$ 3.55	\$ 443.75
121.	DAS Hybrid 4F SM + 4C#12 Plenum, Armor (F&I)	125	LF	\$ 8.65	\$ 1081.25
122.	DAS Hybrid 4F SM + 4C#16 Plenum, Armor (F&I)	250	LF	\$ 6.75	\$ 1,687.50
123.	DAS Hybrid 6F SM + 6C#12 Plenum, Armor (F&I)	125	LF	\$ 12.25	\$ 1,531.25
124.	DAS Hybrid 6F SM + 6C#16 Plenum, Armor (F&I)	125	LF	\$ 7.85	\$ 981.25
125.	Cat 6A Cable, Plenum, For installation on DAS System (F&I)	50	LF	\$ 3.25	\$ 162.50
126.	DAS Cabinet (4F& 1CU Keystone) Panel (F&I) (SPH-01P w/ CCH-CP12-DAS or equal)	50	EACH	\$ 195.00	\$ 9,750.00

All unit prices bid should be within two (2) decimal points, with the exception of LF. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued

FIRM NAME: Precision Contracting Services Inc.

RESPONSE PAGE**IFB #25-005/JW****FIBER OPTIC ENGINEERING, DESIGN, MATERIAL, SUPPLIES AND INSTALLATION, TERM CONTRACT**

ITEM	ITEM DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED OFFER
127.	DAS Connector CU 2C (F&I) #16018 or equal	25	EACH	\$ 50.00	\$ 1,250.00
128.	DAS Connector FO SM, SC/LC (F&I) UPC/APC match to Vendor Optic	25	EACH	\$ 70.00	\$ 1,750.00
129.	CAT6A Patch Panel 24Port w/ Keystones Complete, Testing (F&I)	2	EACH	\$ 850.00	\$ 1,700.00
130.	CAT6A Termination w/ Faceplate & Keystone (F&I)	5	EACH	\$ 33.00	\$ 165.00
131.	CAT6A CU Drop Testing (Install)	2	EACH	\$ 15.00	\$ 30.00
132.	Core Drill Wall Penetration 4" w/ Fire Barrier Pass Thru Device (F&I) (PT4RD or equal)	2	EACH	\$ 1,225.00	\$ 2,450.00
133.	Core Drill Floor Penetration 4" w/ Scan and sleeve (F&I)	2	EACH	\$ 1,150.00	\$ 2,300.00
134.	J-Hooks (F&I)	50	EACH	\$ 22.50	\$ 1,125.00
TOTAL OFFER (SECTION B):					\$ 663,894.60

All unit prices bid should be within two (2) decimal points, with the exception of LF. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued

RESPONSE PAGE

IFB #25-005/JW

FIBER OPTIC ENGINEERING, DESIGN, MATERIAL, SUPPLIES AND INSTALLATION, TERM CONTRACT

135.	Undefined Materials – Markup (% Markup for Goods Not Identified in Contract)	<u>15.00</u> %
------	--	----------------

All unit prices bid should be within two (2) decimal points, with the exception of LF. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

*** PLEASE AFFIX SIGNATURE WHERE INDICATED (FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)**

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

Commercial Non-Discrimination Certification:

By signing below, bidder hereby certifies, per General Term and Condition #3.n. that: (i) the information set forth therein is true and correct to the best of the bidder's knowledge; and (ii) there are no legal/administrative proceedings required to be disclosed, except as disclosed in bidder's response.

COMPANY NAME: (Enter the entire legal company name of the bidding entity)
(Must be completed)

DATE:

Precision Contracting Services, Inc.

10/24/24

*** SIGNATURE:**

PRINT NAME:

Brandon K Boyd

PRINT TITLE:

Vice President

ADDRESS:

15834 Guild Ct.

CITY / STATE:

Jupiter, FL

ZIP CODE:

33478

TELEPHONE #

561-743-9737

EMERGENCY #

561-718-8504

TOLL FREE #

855-727-3427

FAX #

561-743-0775

E-MAIL:

LBAYLES@pcsfiber.com

APPLICABLE LICENSE(S) NUMBER #

ES12001801 / EC13009874

TYPE:

Specialty Electrical Low Voltage

FEDERAL ID #

59-3057681

Board of County Commissioners

Maria Sachs, Mayor
Maria G. Marino, Vice Mayor
Gregg K. Weiss
Michael A. Barnett
Marci Woodward
Sara Baxter
Mack Bernard



County Administrator

Verdenia C. Baker

Purchasing Department
www.pbcgov.org/purchasing

AMENDMENT #1

Dated: October 23, 2024

PALM BEACH COUNTY PURCHASING DEPARTMENT
50 SOUTH MILITARY TRAIL, SUITE 110
WEST PALM BEACH, FLORIDA 33415-3199

IFB #: 25-005/JW

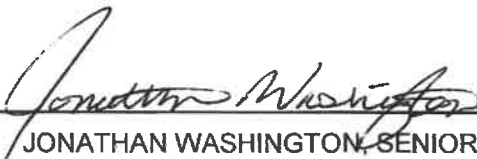
TITLE: FIBER OPTIC ENGINEERING, DESIGN, MATERIAL, SUPPLIES AND INSTALLATION, TERM CONTRACT

SUBMISSION DATE: NOVEMBER 14, 2024

REFERENCE PAGE 1, SUBMISSION DATE, CHANGE TO READ: NOVEMBER 14, 2024

REFERENCE PAGE 2, FIRST PARAGRAPH, CHANGE TO READ:

All bid responses must be received on or before **NOVEMBER 14, 2024**, no later than 4:00 p.m., Palm Beach County local time. **SUBMIT ONE (1) hardcopy bid response, including one (1) electronic copy in .pdf (CD or Flash drive) of the complete response to:** Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199. Bid Responses received after this time shall not be considered.


JONATHAN WASHINGTON, SENIOR BUYER


MELODY THELWELL, PURCHASING DIRECTOR

 11/14/24
Brandon Boyd, VP
Precision Contracting Services, Inc.

Board of County Commissioners

Maria Sachs, Mayor
Maria G. Marino, Vice Mayor
Gregg K. Weiss
Michael A. Barnett
Marci Woodward
Sara Baxter
Mack Bernard



County Administrator

Verdenia C. Baker

Purchasing Department
www.pbcgov.org/purchasing

AMENDMENT #2

Dated: October 24, 2024

**PALM BEACH COUNTY PURCHASING DEPARTMENT
50 SOUTH MILITARY TRAIL, SUITE 110
WEST PALM BEACH, FLORIDA 33415-3199**

IFB #: 25-005/JW
TITLE: **FIBER OPTIC ENGINEERING, DESIGN, MATERIAL, SUPPLIES AND INSTALLATION, TERM CONTRACT**
SUBMISSION DATE: NOVEMBER 14, 2024

- Add Term and Condition #10, EXHIBIT A, NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

10. HUMAN TRAFFICKING AFFIDAVIT

Bidder warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Bidder has executed Exhibit A, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

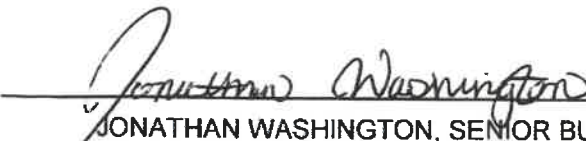
This amendment shall be signed and returned with your response. Failure to return with response shall result in rejection of your bid.

Precision Contracting Services, Inc.

COMPANY NAME

 11/14/24

SIGNATURE / DATE



JONATHAN WASHINGTON, SENIOR BUYER



MELODY THELWELL, PURCHASING DIRECTOR

EXHIBIT A

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Precision Contracting Services Inc. (Vendor) and attest that Vendor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.



Brandon K. Boyd, Vice President

(signature of officer or representative)

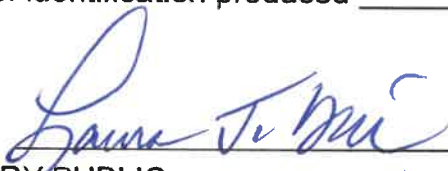
(printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, 14th day of November, 2024, by Brandon Boyd.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.



NOTARY PUBLIC

My Commission Expires: 9/26/27 State Florida
of Florida at large



(Notary Seal)

**QUALIFICATIONS OF BIDDERS
REFERENCES FOR IFB #25-005/JW**

Bidder shall list references in accordance with the requirements set forth in the Qualifications of Bidders.

REFERENCE NAME:	Martin County	
ADDRESS:	2401 SE Monterey Rd., Stuart, FL 34996	
CONTACT NAME:	Russell Norvell	This contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	Phone: 772-320-3132	Cell: 772-320-3132
	Fax: N/A	E-Mail: Rnorvell@martin.fl.us
SCOPE OF WORK:	F&I Fiber Optic Cable, Conduit, Trunk & Drop; terminate, splice, test & provide as-builts	
CONTRACT DATES:	2010 to Present	

REFERENCE NAME:	Sarasota County	
ADDRESS:	1001 Sarasota Ctr Blvd., Sarasota, FL 34240	
CONTACT NAME:	David Mercier	This contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	Phone: 941-861-2001	Cell:
	Fax:	E-Mail: dmercier@scgov.net
SCOPE OF WORK:	Fiber Optic Maintenance and repairs contract.	
CONTRACT DATES:	2018 to Present	

REFERENCE NAME:	City of Clearwater	
ADDRESS:	100 S. Myrtle Ave., Clearwater, FL 33756	
CONTACT NAME:	Daniel Mayer	This contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	Phone: 727-562-4671	Cell:
	Fax:	E-Mail: daniel.mayer@myclearwater.com
SCOPE OF WORK:	Fiber Optic Maintenance, Construction, Design/Install	
CONTRACT DATES:	2015 to Present	

FIRM NAME: Precision Contracting Services, Inc.

CERTIFICATION OF BUSINESS LOCATION

IFB #25-005/JW

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference may be given to: (1) bidders having a permanent place of business in Palm Beach County ("County") or (2) bidders having a permanent place of business in the Glades that are able to provide the goods and/or services to be utilized within the Glades. To receive a local preference, bidders must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the bidder to provide the goods/services being solicited by the County, and will be used to verify that the bidder had a permanent place of business prior to the issuance of the solicitation. The bidder must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or quote submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder to not receive a local preference.

In instances where the bidder is exempt by law from the requirement of obtaining a Business Tax Receipt, the bidder must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the bidder had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said bidders for additional information related to this requirement after the bid due date.

I. Bidder is a:

 X

Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

 X

Headquarters located in Palm Beach County
Permanent office or other site located in Palm Beach County
from which a vendor will produce a substantial portion of the
goods or services.

 Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

Headquarters located in the Glades
Permanent office or other site located in the Glades from which a
vendor will produce a substantial portion of the goods or services.

II. The attached copy of bidder's County Business Tax Receipt verifies bidder's permanent place of business.

THIS CERTIFICATION is submitted by Brandon K. Boyd, as
(Name of Individual)

Vice President

(Title/Position)

Precision Contracting Services, Inc.

(Firm Name of Bidder)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the bidder.


(Signature)

10/23/24
(Date)



PRECISION CONTRACTING SERVICES INC.



PCS OEBO Statement

PCS Reference #: PBC-2025 Date: 10/23/24
Owner: Palm Beach County Procurement
Project Name: Fiber Optic Engineering, Design, Material, Supplies and Installation,
Term Contract
IFB #: 25-005/JW

To whom it may concern,

The Affirmative Procurement Initiative (API) approved for the above referenced IFB#25-005/JW opportunity, as per **IFB Attachment A "AFFIRMATIVE PROCUREMENT INITIATIVES (API) FOR GOODS AND OTHER SERVICES"**, is as follows:

"SBE Price Preference - Goods and Other Services Contracts

This contract shall be awarded to the lowest responsive, responsible respondent or bidder unless a certified SBE's bid is within ten percent (10%) of the lowest non-small business bid, in which case the award shall be made to the certified small business respondent or bidder submitting the lowest responsive, responsible bid at the price that it bid."

As per the above-referenced language, there is no specific percentage or dollar value goal listed/identified for the project's API. This API only clarifies that, in the event a certified SBE contractor is not the lowest bidder, but is within a 10% margin of the lowest NON-SBE bidder, then an award shall be made to the certified SBE bidder.

Given there is no specific OEBO percentage or dollar value goal outlined in the API in Attachment A, we believe there is no IFB procedural requirement to provide executed OEBO Schedule 2 forms, or otherwise designate or contractually bind an OEBO subcontractor to a scope of work at this time.

Please note that PCS HAS solicited quotes for various scopes of work from multiple certified PBC OEBO contractors, all of whom have either refused to provide a quote, or the unit rates provided are well above (in some cases 3-4x) current market rates for their respective scope of

FL License #EC13009874, FL License #CGC15158899, NC License U33919
15834 Guild Court • Jupiter, FL 33478 • 561-743-9737 • (Fax) 561-743-0775 • pcsfiber.com





PRECISION CONTRACTING SERVICES INC.



work. We believe that binding an OEBO subcontractor to these rates at this time does a disservice to Palm Beach County.

However, a list of the PBC certified OEBO subcontractors PCS has solicited quotes from is on the Schedule 1 Form of this Bid Package. If ultimately awarded, PCS shall solicit this list of PBC OEBO certified contractors for quoting their respective scopes of work as it relates to individual work orders issued under the awarded contract.

We look forward to discussing this matter with PBC's representatives in the near future.

Thank You,

Brandon Boyd
Vice President
Precision Contracting Services, Inc.
15834 Guild Ct
Jupiter, FL 33478
P: 561-743-9737 x 7109
bkboyd@pcsfiber.com

FL License #EC13009874, FL License #CGC15158899, NC License U33919
15834 Guild Court • Jupiter, FL 33478 • 561-743-9737 • (Fax) 561-743-0775 • pcsfiber.com



OEBO SCHEDULE 1

Fiber Optic Engineering, Design, Material, Supplies

SOLICITATION/PROJECT/BID NAME: and Installation, Term Contract
SOLICITATION OPENING/SUBMITTAL DATE: October 24, 2024

SOLICITATION/PROJECT/BID NO.: IFB #25-005/JW
COUNTY DEPARTMENT:

Section A PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT* ON THE PROJECT:

NAME OF PRIME RESPONDENT/BIDDER: Precision Contracting Services, Inc. ADDRESS: 15834 Guild Ct, Jupiter, FL 33478
CONTACT PERSON: Brandon Boyd PHONE NO.: 561-743-9737 x 7109 E-MAIL: bkboyd@pcsfiber.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: Non-SBE ☒ MBE ☐ WBE ☐ SBE ☐
*SMWBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

Section B PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name	(Check all Applicable Categories)				DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	MBE	WBE	SBE	Black	Hispanic	Women	Caucasian	Asian	Other
1. Advanced Boring, Inc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>						
2. Badger Underground Construction, LLC	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>						
3. AUM Construction, Inc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>						
4. Universal Cabling Systems, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>						
5. Lazarus Group, Inc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
(Please use additional sheets if necessary)										

Total Bid/Offer Price \$ Total Certified M/WBE Participation \$

I hereby certify that the above information is accurate to the best of my knowledge: Brandon Boyd Vice President

- Note:
- The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 - Only those firms certified by Palm Beach County at the time of solicitation due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
 - Modification of this form is not permitted and will be rejected upon submittal.

Please note that per IFB #25-005/JW Attachment A "AFFIRMATIVE PROCUREMENT INITIATIVES (API) FOR GOODS AND OTHER SERVICES", there is no specific percentage or dollar value goal listed/identified for the project's OEBO Affirmative Procurement Initiative. The API listed only clarifies that a preference for award shall be given to an SBE Prime contractor, if the value of that SBE contractor's bid is within 10% of the Non-SBE contractor's bid. If awarded, PCS shall engage PBC OEBO certified contractors for their respective scopes of work as it related to future individual work orders issued under the awarded contract. However, according to the IFB language, there is no requirement to designate or contractually bind an OEBO contractor to this project's scope of work at this time.

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: _____

SOLICITATION/PROJECT NAME: _____

Prime Contractor: _____ Subcontractor: _____

(Check box(s) that apply)

☐ SBE ☐ WBE ☐ MBE ☐ M/WBE ☐ Non-S/M/WBE Date of Palm Beach County Certification (if applicable): _____

The undersigned affirms they are the following (select one from each column if applicable):

Column 1

Column 2

Column 3

☐ Male ☐ Female

☐ African-American/Black ☐ Asian American ☐ Caucasian American

☐ Supplier

☐ Hispanic American ☐ Native American

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: _____

Print Name of Prime

Print Name of Subcontractor/subconsultant

By: _____
Authorized Signature

By: _____
Authorized Signature

Print Name

Print Name

Title

Title

Date:

Date:

Revised 09/17/2019

**OEBO SCHEDULE 3
SUBCONTRACTOR ACTIVITY FORM**

SUBCONTRACTOR ACTIVITY FOR MONTH ENDING _____ PROJECT # _____

PROJECT NAME _____

PRIME CONTRACTOR NAME _____

PROJECT SUPERVISOR _____

Schedule 3 is used to show the monthly payment activity for work performed by each Subcontractor on the project and in conformity with the Subcontractor(s) submitted on Schedule 2. It also shows approved change orders as they impact all Subcontractors. Schedule 3 is to be submitted by the Prime Contractor with each payment request to Palm Beach County. In the Subcontracting Information section, list the name(s) of each Subcontractor, including each S/M/WBE subcontractor on the project and the total contracted amount for each Subcontractor on the project. As the project proceeds, please complete each column under the Subcontractor Information section. If a subcontractor is an S/M/WBE, please check the appropriate categories applicable.

SUBCONTRACTING INFORMATION								Subcontractor Category (check all applicable)						
Name of Subcontractor(s)	Total Contract Amount	Approved Change Orders	Revised Contract Amount	Amount drawn for Sub this Period	Amount drawn for Sub to Date	Amount Paid to Date for Subcontractor	Actual Starting Date	Minority/ Women Business (√)	Small Business (√)	Black (√)	Hispanic (√)	Women (√)	Caucasian (√)	Other (Please Specify) (√)

I hereby certify that the above information is accurate to the best of my knowledge _____
(Signature)
(Title)

Additional Sheets May Be Used As Necessary

NOTE: Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

Revised 02/28/2019

OEBO SCHEDULE 4 – SUBCONTRACTOR/SUBCONSULTANT PAYMENT CERTIFICATION

A properly executed Schedule 4 shall be submitted for each Subcontractor/subconsultant after receipt of payment from the Prime. The Prime shall submit this form with each payment application or invoice submitted to the County when the COUNTY has paid the Prime on the previous payment application for services provided by a Subcontractor/subconsultant. All named Subcontractors/subconsultants on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the Prime is an S/M/WBE, completion of a Schedule 4 is also required to document all portions of work performed by their work force. **A completed release of lien form can be submitted in lieu of a Schedule 4.**

This is to certify that _____ received a
(Subcontractor/subconsultant Name)

(Monthly) or (Final) payment of \$ _____ from _____
(Prime Contractor Name)

On ____ / ____ / ____ for my ____ Invoice for labor and/or materials supplied
MM DD YYYY Month

On _____ / _____
(Project Name) (Project No.)

DEPT.: _____ TASK ORDER/WORK ORDER/DELIVERY ORDER/PURCHASE ORDER/ NO.: _____

PRIME CONTRACTOR/CONSULTANT VENDOR CODE: _____

SUBCONTRACTOR/SUBCONSULTANT VENDOR CODE: _____

If the undersigned intends to distribute any portion of this payment to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 4.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: _____

By: _____
(Signature of Subcontractor/subconsultant) (Name & Title of Person executing on behalf of Subcontractor/Subconsultant)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day
of _____, _____ (year), by _____ (name of person acknowledging).

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary

Personally Known ____ OR Produced Identification ____ Type of Identification _____

DRUG-FREE WORKPLACE CERTIFICATION

IFB #25-005/JW

IDENTICAL TIE BIDS/QUOTES - In accordance with section 287.087, Florida Statutes, a preference shall be given to bidders submitting with their bids/quotes the following certification that they have implemented a drug-free workplace program which meets the requirements of section 287.087; provided, however, that any preference given pursuant to section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.212-80.34. In the event tie bids/quotes are received from bidders who have not submitted with their bids/quotes a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids/quotes.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/quote, and received on or before the published bid/quote submission deadline to be considered. The failure to execute and/or return this certification shall not cause any bid/quote to be deemed non-responsive.

Whenever two (2) or more bids/quotes which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/quote received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (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 number (1).
- (4) In the statement specified in number (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, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (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 section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by Brandon K. Boyd the
(Print Individual's Name)

Vice President

(Title/Position with Company/Bidder)

of

Precision Contracting Services, Inc.

(Name of Company/Bidder)

who does hereby certify that said Company/Bidder has implemented a drug-free workplace program which meets the requirements of section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.


Signature

10/23/24
Date

CERTIFICATION REGARDING LOBBYING
BYRD ANTI-LOBBYING AMENDMENT

IFB #25-005/JW

The undersigned Bidder 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.

Precision Contracting Services, Inc.

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



Signature of Bidder's Authorized Official

Brandon K. Boyd, Vice President

Name and Title of Bidder's Authorized Official

10/23/24

Date

**CERTIFICATION
DEBARMENT AND SUSPENSION**

IFB #25-005/JW

THE BIDDER HEREBY CERTIFIES THAT:

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180, subpart C, and 31 C.F.R. pt. 19, subpart C. As such the bidder is required to verify that none of the bidder, 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).
- b. The bidder must comply with 2 C.F.R. pt. 180, subpart C, and 31 C.F.R. pt. 19, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by County. If it is later determined that the bidder did not comply with 2 C.F.R. pt. 180, subpart C, and 31 C.F.R. pt. 19, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C, and 31 C.F.R. pt. 19, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to bidder of this Certification completed by its suppliers, subcontractors and subconsultants.

COMPANY NAME: Precision Contracting Services, Inc.

ADDRESS: 15834 Guild Court, Jupiter, FL 33478

COMPANY'S AUTHORIZED OFFICIAL:

Brandon K. Boyd, Vice President

Print Name and Title

Signature

Date

10/23/24

ATTACHMENT A

IFB #25-005/JW

FIBER OPTIC ENGINEERING, DESIGN, MATERIAL, SUPPLIES AND INSTALLATION, TERM CONTRACT

AFFIRMATIVE PROCUREMENT INITIATIVES (API) FOR GOODS AND OTHER SERVICES

The API(s) approved for this project is/are listed below.

SBE Price Preference - Goods and Other Services Contracts

This contract shall be awarded to the lowest responsive, responsible respondent or bidder unless a certified SBE's bid is within ten percent (10%) of the lowest non-small business bid, in which case the award shall be made to the certified small business respondent or bidder submitting the lowest responsive, responsible bid at the price that it bid.

Please note that all forms related to the EBO Program, including waiver forms and good faith effort documentation can be found at: <http://discover.pbcgov.org/oebo/Pages/Documents.aspx>



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



BOYD, BRANDON K

PRECISION CONTRACTING SERVICES, INC.
15834 GUILD COURT
JUPITER FL 33478

LICENSE NUMBER: EC13009874

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/13/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE SPECIALTY ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

AS A LIMITED ENERGY SYSTEMS SPECIALIST

BOYD, BRANDON K

PRECISION CONTRACTING SERVICES, INC.

15834 GUILD COURT

JUPITER

FL 33478

LICENSE NUMBER: ES12001801

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/13/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT**
15834 GUILD COURT
JUPITER, FL 33478

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
FIBER OPTIC VIDEO INSTALLATION	BOYD CINDY		B24-648785 08/08/2024	\$33.00	B40122408

This document is valid only when receipted by the Tax Collector's Office.



12
7 - 2733

PRECISION CONTRACTING SERVICES INC
PRECISION CONTRACTING SERVICES INC
15834 GUILD CT
JUPITER FL 33478-6436



STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200913260
EXPIRES: 09/30/2025

This receipt **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



Corning Optical Communications Network of Preferred Installers

Precision Contracting Services - Jupiter
Certified Member
2024 Member in Good Standing

Kazi Smith, Program Manager
Network of Preferred Installers
Optical Communications, IBN/DC

Andrew Jackson, Vice President
OCO Marketing
Optical Communications

Rendered: Wed Jan 31 18:43:32 GMT 2024

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

**REGISTERED TELECOMMUNICATIONS
PROJECT MANAGER**

IS AWARDED TO

Lynn Bayles

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 145613

Registration Start Date: 01-01-2022

Registration End Date: 12-31-2024



Todd W. Taylor

Todd W. Taylor, RCDD, NTS, OSP
BICSI President

John H. Daniels

John H. Daniels, CNM, FACHE, FHIMSS
BICSI Executive Director & Chief Executive Officer

BICSI
RTPM
Since
08-01-2012

Building Industry Consulting Service International
REGISTERED TELECOMMUNICATIONS
PROJECT MANAGER

IS AWARDED TO

John Romanski

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 128068

Registration Start Date: 01-01-2022

Registration End Date: 12-31-2024

Todd W. Taylor

Todd W. Taylor, RCDD, NTS, OSP
BICSI President



John H. Daniels

John H. Daniels, CNM, FACHE, FHIMSS
BICSI Executive Director & Chief Executive Officer

BICSI
RTPM
Since
08-01-2012

Building Industry Consulting Service International
THE PROFESSIONAL DESIGNATION OF

**ELECTRONIC SAFETY
AND SECURITY DESIGNER**

IS AWARDED TO

John Romanski

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 128068

Registration Start Date: 01-01-2023

Registration End Date: 12-31-2025

Carol E. Oliver

Carol Everett Oliver, RCDD, DCDC, ESS
BICSI Board President



BICSI
ESS
Since 05-30-2013

John H. Daniels

John H. Daniels, CNM, FACHE, FHIMSS
BICSI Chief Executive Officer

Building Industry **Consulting Service International**

THE PROFESSIONAL DESIGNATION OF

DATA CENTER

DESIGN CONSULTANT

IS AWARDED TO

John Romanski

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 128068

Registration Start Date: 01-01-2022

Registration End Date: 12-31-2024



BICSI
DCDC
Since

06-26-2012

Todd W. Taylor

Todd W. Taylor, RCDD, NTS, OSP
BICSI President

John H. Daniels

John H. Daniels, CNM, FACHE, FHIMSS
BICSI Executive Director & Chief Executive Officer

Building Industry **Consulting Service International**
THE PROFESSIONAL DESIGNATION OF
OUTSIDE PLANT DESIGNER

IS AWARDED TO

John Romanski

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 128068

Registration Start Date: 01-01-2024

Registration End Date: 12-31-2026

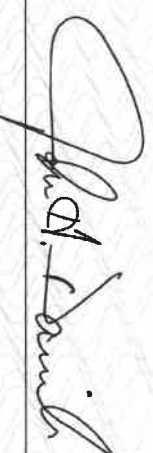


BICSI
OSP

Since 01-17-2011



David M. Richards, RCDD, NTS, OSP, TECH, CT
BICSI Board President



John H. Daniels, CNM, FACHE, FHIMSS
BICSI Chief Executive Officer

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

WIRELESS DESIGNER

IS AWARDED TO

John Romanski

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

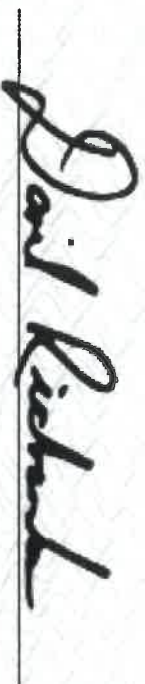
Designation Number: 128068

Registration Start Date: 01-01-2024

Registration End Date: 12-31-2026



Since 11-05-2011



David M. Richards, RCDD, NTS, OSP, TECH, CT
BICSI Board President



John H. Daniels, CNM, FACHE, FHIMSS
BICSI Chief Executive Officer

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

**REGISTERED COMMUNICATIONS
DISTRIBUTION DESIGNER®**

IS AWARDED TO

Bruce Boyd

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 104876

Registration Start Date: 01-01-2022

Registration End Date: 12-31-2024



BICSI
RCDD
Since
12-19-1997

Todd W. Taylor

Todd W. Taylor, RCDD, NTS, OSP
BICSI President

John H. Daniels

John H. Daniels, CNM, FACHE, FHIMSS
BICSI Executive Director & Chief Executive Officer

Building Industry Consulting Service International

REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER®

IS AWARDED TO

Cindy Boyd

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 114630

Registration Start Date: 01-01-2023

Registration End Date: 12-31-2025

Carol E. Oliver

Carol Everett Oliver, RCDD, DCDC, ESS
BICSI Board President



BICSI
RCDD
Since 04-04-1998

John H. Daniels

John H. Daniels, CNM, FACHE, FHIMSS
BICSI Chief Executive Officer

THE PROFESSIONAL DESIGNATION OF
**REGISTERED TELECOMMUNICATIONS
PROJECT MANAGER**

IS AWARDED TO

Sean D Tighe

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 331134

Registration Start Date: 03-31-2023

Registration End Date: 12-31-2026

Carol E. Oliver

Carol Everett Oliver, RCDD, DDCB, ESS
BICSI Board President



John H. Daniels

John H. Daniels, CNM, FACHE, FHIMSS
BICSI Chief Executive Officer

BICSI
RTPM
Since 03-31-2023

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

**REGISTERED COMMUNICATIONS
DISTRIBUTION DESIGNER[®]**

IS AWARDED TO

Roger E Watkins

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 119559

Registration Start Date: 01-01-2023

Registration End Date: 12-31-2025

Carol E. Oliver



BICSI[®]
RCDD
Since 11-14-1998

Carol Everett Oliver, RCDD, DCDC, ESS
BICSI Board President

John H. Daniels

John H. Daniels, CNM, FACHE, FHIMSS
BICSI Chief Executive Officer

Building Industry Consulting Service International
THE PROFESSIONAL DESIGNATION OF
REGISTERED COMMUNICATIONS
DISTRIBUTION DESIGNER®

IS AWARDED TO

Rick Arnold

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 130527

Registration Start Date: 01-01-2022

Registration End Date: 12-31-2024



BICSI
RCDD
Since
06-24-1991

Todd W. Taylor

Todd W. Taylor, RCDD, NTS, OSP
BICSI President

John H. Daniels

John H. Daniels, CNM, FACHE, FHIIMSS
BICSI Executive Director & Chief Executive Officer

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

**REGISTERED TELECOMMUNICATIONS
PROJECT MANAGER**

IS AWARDED TO

Jeff Bayles

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 138373

Registration Start Date: 01-01-2022

Registration End Date: 12-31-2024



BICSI
RTPM
Since

08-01-2012

Todd W. Taylor

Todd W. Taylor, RCDD, NTS, OSP
BICSI President

John H. Daniels

John H. Daniels, CNM, FACHE, FHIMSS
BICSI Executive Director & Chief Executive Officer



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

January 30, 2024

PRECISION CONTRACTING SERVICES, INC.
15834 GUILD COURT
JUPITER, FLORIDA 33478

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

COMPUTERIZED TRAFFIC CONTROL, ELECTRICAL WORK, INTELLIGENT TRANSPORTATION SYSTEMS, ROADWAY SIGNING, TRAFFIC SIGNAL, NAVIGATION LIGHTING, FIBER OPTIC CABLE INSTALLATION, SPLICING & TESTING, ACCESS CONTROL SYSTEMS, CCTV, VIDEO AND FENCE DETECTION

Unless notified otherwise, this Certificate of Qualification will expire **3/30/2025**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc 1000 Wekiva Springs Road Longwood FL 32779	CONTACT NAME: PHONE (A/C No, Ext): 407-869-4200 FAX (A/C, No): 407-862-7656 E-MAIL ADDRESS: stahlcertificates@higginbotham.net
INSURED Precision Contracting Services, Inc. 15834 Guild Court Jupiter FL 33478	INSURER(S) AFFORDING COVERAGE INSURER A: Amerisure Insurance Company INSURER B: Amerisure Mutual Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
License#: L004874 PRECCON-04	NAIC # 19488 23396

COVERAGES**CERTIFICATE NUMBER:** 1705071146**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GL21242850002	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CA21242860003	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		CU21242870003	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N N/A	WC21242840002	10/1/2024	10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability PEC003899411 Indian Harbor Insurance Co Eff: 10/01/2023-10/01/2024 \$2mm Occ/\$4MM Agg Limit \$15,000

CERTIFICATE HOLDER**CANCELLATION**Precision Contracting Services, Inc.
15834 Guild Court
Jupiter FL 33478
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

State of Florida

Department of State

I certify from the records of this office that PRECISION CONTRACTING SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on November 14, 1990.


The document number of this corporation is S12602.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on March 11, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eleventh day of March, 2024*




Secretary of State

Tracking Number: 5876514740CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>