

BID FORM

BID NUMBER: 20-101 Annual Telephone Cabling-Network Cabling

BID OPENING DATE: 2:00 pm, Wednesday, May 15, 2019

PLACE OF BID OPENING: Alachua County Division of Purchasing, 3rd Floor
County Administration Building
12 SE 1st Street
Gainesville, Florida, 32601-6983

TO: The County Commissioners, County of Alachua:

The undersigned, as Contractor, hereby declares that he has carefully read and examined the specifications and with full knowledge of all conditions, under which the equipment and services herein contemplated must be furnished, hereby proposes and agrees to furnish the equipment and services according to the requirements as set out in the specifications for said equipment and service:

ITEM BID	BID AMOUNT LABOR (HOURLY RATE)		
	WEEK DAYS (Mon-Fri; AM - 5 PM)	WEEKEND (Sat & Sun)	OVERTIME
Standard hourly rate	\$55	\$82.50	\$82.50
Emergency Call out	\$95	\$142.50	\$142.50
Drop Rate < 100 ft (As Per Bid Spec's) Material ONLY	\$55	\$55	\$55
Drop Rate < 200 ft (As Per Bid Spec's) Material ONLY	\$85	\$85	\$85
Drop Rate < 330 ft (As Per Bid Spec's) Material ONLY	\$109	\$109	\$109
Notification Required Prior to Commencement of Job	(Hours)24-48	(Hours)24-48	
Materials - % of Markup from vendor cost (Vendor may be required to submit invoices on actual cost of materials.)	% 10		

Acknowledge Receipt of Addendum(s) (if applicable circle): #1 Yes No #2 Yes No #3 Yes No #4 Yes No

Bidder: Chad Yackel _____ Company: Loxia Technologies Inc. _____

Address: 3082 North Commerce Pkwy. Miramar, Florida 33025 _____

Authorized Signature:  _____ Title: Sales Engineer _____

Clearly Print Name: Chad Yackel _____

Phone: 305-428-2190 x204 _____ Fax: _____ Date: 5-14-2019 _____

Email Address: chad.yackel@loxiatech.com _____

RESPONSIBLE AGENT FORM

The Contractor shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the Entities and the contractor by completing and returning this Responsible Agent Form. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor

RESPONSIBLE AGENT: Lily Alba – Regional Sales Manager

ADDRESS: 10012 N Dale Mabry Hwy Tampa Florida 33618

PHONE NO: 305-428-2190 xt 203

FAX NO: 305-407-9646

Email Address: lily.alba@loxiotech.com

ALTERNATE RESPONSIBLE AGENT: Mohamad Kamaredine

ADDRESS: 3082 North Commerce Pkwy. Miramar, Florida 33025

PHONE NO: 305-428-2190

FAX NO.: 305-407- 9646

Email Address: Purchasing@loxiotech.com

SIGNED:  _____ DATE: May 13th 2019

ATTENTION:

VENDOR

SHOULD

COMPLETE AND

SIGN EXHIBIT C

TO BE

CONSIDERED

RESPONSIVE

Small Business Enterprise (SBE) Program Participation Form

BID NUMBER: 20-101 Annual Telephone Cabling-Network Cabling

OPTION 1

I certify that our Company is an Alachua County Certified Small Business Enterprise (SBE) registered prior to the Bid opening.

Circle One: Yes (If yes, complete and sign the last page of this Exhibit)

No (If No, proceed to *Option 2.*)

OPTION 2

I certify that our Company will perform ALL work and that no subcontractors will be utilized for this bid.

Circle One: Yes (If yes, complete and sign the last page of this

No (If No, proceed to *Option 3.*)

BID NUMBER: 20-101 Annual Telephone Cabling-Network Cabling

OPTION 3

SBE Participation. I certify that our Company has contacted the **Alachua County's Certified SBEs** listed below. I state that the following information regarding SBE Subcontractors is true and correct to the best of my knowledge and belief.

Alachua County has adopted a 15% SBE participation goal and policies which encourage participation of Small Business Enterprises (SBE) in the provision of labor, time, supplies, services or construction items of any kind materials.

SBEs are located in the Alachua County Small Business Enterprise Directory, available at:

<http://smallbusdir.alachuacounty.us/>.

Subcontractor (any business entity holding a subcontract with the prime vendor) services are defined as, "a contract with another business entity that obtains labor, time, supplies, services or construction items of any kind."

Vendors submitting bids under this solicitation are to identify the intended SBE subcontractors. These SBEs have agreed to perform the work for **the total dollar value and percentage of the bid** set forth below.

If SBE subcontractors are not utilized and listed below or if option 1 or 2 was not chosen, you must proceed to *Option 4* and document your Good Faith Effort.

N/A	N/A
SBE Name of Contractor	SBE Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Est \$ Value) (Est % of Total Bid)	\$ _____ % (Est \$ Value) (Est % of Total Bid)
N/A	N/A
SBE Name of Contractor	SBE Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Est \$ Value) (Est % of Total Bid)	\$ _____ % (Est \$ Value) (Est % of Total Bid)
N/A	N/A
SBE Name of Contractor	SBE Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Est \$ Value) (Est % of Total Bid)	\$ _____ % (Est \$ Value) (Est % of Total Bid)

BID NUMBER: 20-101 Annual Telephone Cabling-Network Cabling

OPTION 4

SBE Good Faith Effort. To be considered responsive all Vendors **must have** SBE Participation or demonstrate a good faith effort to utilize SBE subcontractors. **If option 1, 2 or 3 was not chosen the Vendor must complete the section below substantiating compliance with good faith effort requirements.**

In accordance with Section 22.36, of the Alachua County Purchasing Code, I have solicited and received responses from the following Alachua County certified SBE companies. (The SBE vendor's response **MUST** be recorded in the section below.)

1	Name of SBE Company: N/A	Date SBE Contacted
SBE Contact Name:		Phone: / /
Must be completed by. SBE Response when contacted:		
2	Name of SBE Company: N/A	Date SBE Contacted
SBE Contact Name:		Phone: / /
Must be completed by. SBE Response when contacted:		
3	Name of SBE Company: N/A	Date SBE Contacted
SBE Contact Name:		Phone: / /
Must be completed by. SBE Response when contacted:		
4	Name of SBE Company: N/A	Date SBE Contacted
SBE Contact Name:		Phone: / /
Must be completed by. SBE Response when contacted:		
5	Name of SBE Company: N/A	Date SBE Contacted
SBE Contact Name:		Phone: / /
Must be completed by. SBE Response when contacted:		
6	Name of SBE Company: N/A	Date SBE Contacted
SBE Contact Name:		Phone: / /
Must be completed by. SBE Response when contacted:		
7	Name of SBE Company: N/A	Date SBE Contacted
SBE Contact Name:		Phone: / /
Must be completed by. SBE Response when contacted:		

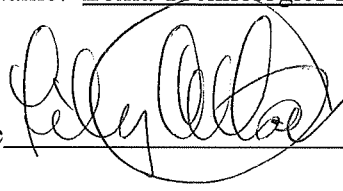
BID NUMBER: 20-101 Annual Telephone Cabling-Network Cabling

I as the undersigned Vendor certify that I have completed one of the option(s) below *(Circle One)*:

OPTION 1**OPTION 2****OPTION 3****OPTION 4**

If you are unable to certify that, you have completed to the best of your knowledge and belief **OPTION 1, OPTION 2, OPTION 3 or OPTION 4, CALL (48 hours prior to bid opening) the Division of Purchasing at 352.374.5202, for direction.**

Vendor Name: Loxia Technologies Inc. Date May 13th 2019

Signature  Title Regional Sales Manager

Printed Name: Lily Alba Title Regional Sales Manager

ALACHUA COUNTY GOVERNMENT MINIMUM WAGE (GMW) FORM**Bid 20-101 Annual Telephone Cabling-Network Cabling**

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Bid/RFP are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

Please mark the appropriate box below that applies to how you pay your employees:

1.	<input checked="checked" type="checkbox"/> Employees involved with Alachua County projects are paid a minimum of \$13.50 hourly and are provided health benefits?
2.	<input type="checkbox"/> Employees involved with Alachua County projects are paid a minimum of \$15.60 hourly but are not provided health benefits?

Bidder: Lily Alba Company: Loxia Texhnologies Inc.

Authorized Signature:  Title: Regional Sales Manager

Clearly Print Name: Lily Alba Phone: 305-42802190 xt 203

Email Address: Lily.alba@loxiotech.com

DRUG FREE WORKPLACE

Section 22.09 Competitive Sealed Bidding of the Alachua County Purchasing Code states that in the evaluation of bids, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace, secondly, to certified Small Business Enterprise (SBE) bidders.

The undersigned vendor in accordance with §287.087, Florida Statute and Section 22.09 of the Alachua County Purchasing Code hereby certifies that

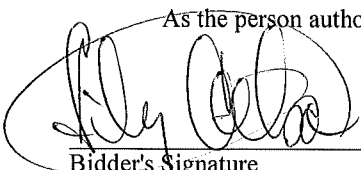
Loxia Technologies Inc.

 Name of Business

Does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 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 of this section.

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



 Bidder's Signature

May 13th 2019

 Date

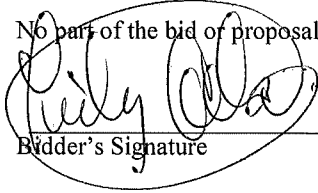
PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION

As a bidder or proposer, any document you submit to Alachua County may be a public record and be open for personal inspection or copying by any person. In Florida 'public records' are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011, F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your bid or proposal, if any, qualifies to be exempt from inspection and copying:

(Execute either section I. or II, but not both; bidder may not modify language)

I. NO EXEMPTION FROM PUBLIC RECORDS LAW

No part of the bid or proposal submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.



Bidder's Signature

May 13th 2019

Date

- - - OR - - -

II. EXEMPTION FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND ALACHUA COUNTY

The following parts of the bid or proposal submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and legal justification. i.e. trade secret):

By claiming that all or part of the bid or proposal is exempt from the public records law, the undersigned bidder or proposer agrees to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all claims arising out of a request to inspect or copy the bid or proposal. The undersigned bidder or proposer agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

Bidder's Signature

Date

BIDDER'S QUESTIONNAIRE

Bidder's Name: Loxia Technologies Inc.

Bidder's Address: 3082 N Commerce Pkwy Miramar Florida 33025 Phone: 305-428-2190

Number of years in this type of service? 16 Number of years licensed in Alachua County: Registered as a vendor

Number of employees "ON THE JOB" each week: 5 technician each week: 5+

Will you subcontract any part of this work: Yes _____ No X If so, give details: _____

Loxia Technologies Inc. Will no subcontract, we have a full technical team of 17 technical specialists, 2 developers and Network Engineers, Loxia brings 16 years of experience in Florida State supporting government, law enforcement, healthcare, franchise sector with IT, Cabling, network security, access control Telephony Systems and more.

List all major equipment which will be available upon commencement of the agreement to perform the required service:
Company vehicle equipped with supplies with proper tools and equipment for installation and troubleshooting for this request. (Ladders, Cat 5e, Cat 6, fiber, proper tools, troubleshooting equipment, jacks, wall plates, patch panels, J-hooks, racks, etc.)

Do you currently hold any municipality contracts: Yes _____ No X If so, please indicate below:

List three references of firms receiving similar service to that requested in this bid (comparable facility size):

- 1) Firm Community Medical Group Phone: 305-504-0880
Contact Person: Gabriel Torres
- 2) Firm : Medley Police Department Phone: 305) 883-2047
Contact Person : Chief Jeanette Said-Jinete
- 3) Firm: Florida City Police Department Phone: 305-247-8223
Contact Person : Chief Pedro Taylor

Are your employees screened by: (indicate)

- 1) Polygraph _____
- 2) General Interview Yes _____
- 3) Background Investigation Yes _____
- 4) Police Record Check Yes
- 5) Additional _____

Have any leases, contracts or agreements for services held by your firm ever been canceled or terminated before the end of the term by either party: Yes No. If the answer is yes, state the location and circumstances on an "attachment" to this questionnaire.
What constitutes your normal business days and working hours: M-F 8:00 – 5:00PM and dispatch services 24 hours.

Describe in the spaces provided, your firm's operational plan for providing the services under this agreement: We will have a main point of contact for this project to take in all request. We will have our Sales Engineer put all proposals together within the time period specified. Technicians will be available for dispatch within 24-48 hours after each request is signed and agreed upon. A Project Manager will oversee each request and make sure the correct technicians are assigned to each request and the time frame specified is maintained and met. Progress report will be provided each day to inform of worked completed on each request. When each request is completed a final walkthrough can be provided to verify all aspects of the job were met to the standards required. Project Manager will make final call to decision maker to inform that the request is complete and met all requirement see attached org chart.

The undersigned swears to the truth and accuracy of all statements and answers contained herein:

DATE: May 13th 2019 AUTHORIZED SIGNATURE: 

Proposed Subcontractors (Non-Small Business Enterprise) Form

BID NUMBER: 20-101 Annual Telephone Cabling-Network Cabling

This form is for all Non-Small Business Enterprise subcontractors being utilized on this project that are not included on Exhibit C.

NA	NA
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)
NA	NA
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)
NA	NA
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)
NA	NA
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)
NA	NA
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)

If additional space is required for your subcontractor listing, make copies of this Exhibit H and submit with you bid package.

**TYPE "A" INSURANCE REQUIREMENTS
"ARTISAN CONTRACTORS / SERVICE CONTACTS"**

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL, EMAIL or FAX CERTIFICATES

The Certificate of Insurance must contain the following:

Department Contact: **Dennis Garraty**
Department: **Information & Telecommunication Services**
Dept. Contact Phone: **352.338.7300**
Dept. Contact Email: djg@alachuacounty.us
Bid: **20-101 Annual Telephone Cabling-Network Cabling**

References

Reference #1

Organization Name:	Medley Police Department		
Location (City, State):	Medley, FL		
Contact Name:	Chief Jeanette Said-Jinete		
Telephone:	(305) 883-2047	Date Service Began:	06/01/2009
Email:	jsaid@medleypd.com	Date Service Ended:	2010

Description of Service:

Since 2009 Loxia Technologies Inc. supports Medley Police Department Information Technologies Division with designing IT network infrastructure systems, surveillances cameras, access control systems.

Loxia provide to Medley Police Department business continuity by maintaining their IT infrastructure, cameras and access control operating at peak performance. At present moment Loxia have various IT projects with Medley Police

Reference #2

Organization Name:	Village of Virginia Gardens		
Location (City, State):	Virginia Gardens, Florida		
Contact Name:	Maritza Fernandez		
Telephone:	305-871-7174	Date Service Began:	03/01/2011
Email:	Mfernandez@virginiagardens-fl.gov	Date Service Ended:	2012

Description of Service:

Since 2011 Loxia Technologies Inc. supports Village of Virginia Gardens Information Technology Division with IT infrastructure systems, surveillances cameras, access control systems, phone systems, network servers, cabling projects.

Loxia provide to Village of Virginia Gardens continues service support program providing business continuity by maintaining IT infrastructure operating at peak performance.

Reference #3

Organization Name:	Florida City Police Department		
Location (City, State):	Florida City, FL		
Contact Name:	Chief Pedro Taylor		
Telephone:	305-247-8223	Date Service Began:	09/01/2017
Email:	ptaylor@floridacityfl.gov	Date Service Ended:	2018

Description of Service:

Working with Florida City Police Department with various projects from custom design, implementing and integrating entire IT network, bringing a better and improved process, implementing entire phone systems , integrating and installing surveillances cameras, access control systems along with wiring and cabling entire network.

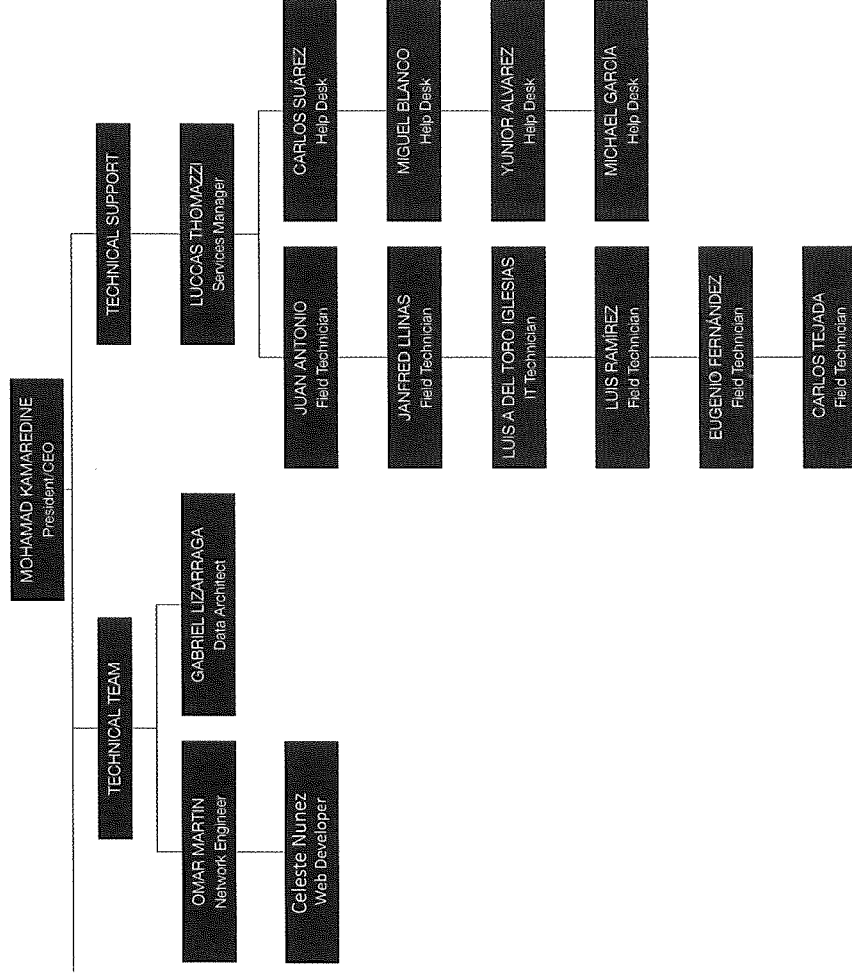
Reference #4

Organization Name:	Community Medical Group		
Location (City, State):	Florida City, FL		
Contact Name:	Gabriel Torres		
Telephone:	305-504-0880	Date Service Began:	2018
Email:	gabriel.torres@communitygrp.com	Date Service Ended:	2019

Description of Service:

Working with CMG with various projects from custom design, implementing and integrating entire IT network, bringing a better and improved process, implementing entire phone systems, integrating and installing surveillances cameras, access control systems along with wiring and cabling entire network.

IT Organization Overview



Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Loxia Technologies Inc.	
	2 Business name/disregarded entity name, if different from above LOXIA TECHNOLOGIES INC	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. 3082 N COMMERCE PKWY	Requester's name and address (optional)
	6 City, state, and ZIP code MIRAMAR, FL 33025	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-			-			
or									
Employer identification number									
5	7		-	1	1	9	1	8	3 5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 3/12/19
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Select Customer Insurance Center

3600 WISEMAN BLVD.

SAN ANTONIO TX 78251

Policyholder, please call us at: (866) 467-8730

Agent, please call us at: (866) 467-8730

SERVICE.TX@THEHARTFORD.COM

**INSURANCE ENDORSEMENT
ATTACHED**

***** PLEASE REVIEW THE CHANGE *****

Enclosed is an endorsement for your business insurance policy. Please review it at your convenience. If you have questions or need to make further changes:

Policyholder, please call us at: (866) 467-8730

Agent, please call us at: (866) 467-8730 between 7 A.M. and 7 P.M. CST .

The premium billing will be mailed to you separately. You can expect to receive it soon.

Thank you for allowing us to service your business needs.

BIN INSURANCE HOLDINGS LLC/PHS

THE HARTFORD SELECT CUSTOMER INSURANCE CENTER



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

Policy Number: 46 SBM UM3591 DX

Named Insured and Mailing Address; LOXIA TECHNOLOGIES

500 NE 191ST ST
MIAMI FL 33179

Policy Change Effective Date: 04/14/19

**Effective hour is the same as stated in the
Declarations Page of the Policy.**

Policy Change Number: 002

Agent Name: BIN INSURANCE HOLDINGS LLC/PHS

Code: 505301

POLICY CHANGES:

SENTINEL INSURANCE COMPANY, LIMITED

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING
STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK
ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.

THIS IS NOT A BILL.

ADDITIONAL PREMIUM DUE AT POLICY CHANGE EFFECTIVE DATE: \$92.00

*INCLUDES ADDITIONAL TERRORISM PREMIUM OF: \$1.00

STATE SURCHARGE(S) SHOWN BELOW NOT INCLUDED IN ABOVE TOTALS:

DATE DUE 04/14/19

ADDITIONAL FLORIDA FIRE COLLEGE SURCHARGE \$0.09

RATES AND PREMIUMS ARE CHANGED.

PRO RATA FACTOR: 1.000

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

Form SS 12 11 04 05 T
Process Date: 04/12/19

Page 001 (CONTINUED ON NEXT PAGE)
Policy Effective Date: 04/14/19
Policy Expiration Date: 04/14/20

POLICY CHANGE (Continued)

Policy Number: 46 SBM UM3591

Policy Change Number: 002

LOCATION 001 BUILDING 001 IS DELETED

500 NE 191ST ST
MIAMI, FL. 33179

TECHNOLOGY SERVICES EXTENSION PLUS COVERAGE IS DELETED.

FORM SS4058 IS DELETED.

LOCATION 003 BUILDING 001 IS ADDED

3082 N COMMERCE PKWY
MIRAMAR, FL. 33025

Technology Integration, Installation, Service or Repair

TECHNOLOGY SERVICES EXTENSION PLUS COVERAGE IS ADDED. FORM SS4058 IS ADDED.

FORM NUMBERS OF ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE:
SS 00 38 04 04

Spectrum Supplemental Schedule of Auditable Coverages



REVISED

This schedule reflects only those locations that have classes and/or coverages that are subject to audit.

Policy Number: 46 SBM UM3591

Entries herein, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.

LOC/BLDG NO: 001/001 TERR:
LOCATION: 500 NE 191ST ST
MIAMI FL 33179
THIS LOCATION HAS BEEN DELETED

CLASSIFICATION CODE NUMBER 11081
DESCRIPTION:
Technology Integration, Installation, Service or Repair

COVERAGE DESCRIPTION: PREMISES/OPERATIONS COVERAGE
REFER TO: THIS COVERAGE HAS BEEN DELETED
RETURN PREMIUM: \$239.00

COVERAGE DESCRIPTION: PRODUCTS/COMPLETED OPERATIONS COVERAGE
REFER TO: THIS COVERAGE HAS BEEN DELETED
RETURN PREMIUM: \$21.00

COVERAGE DESCRIPTION: TECHNOLOGY SVCS EXTENSION PLUS
REFER TO: THIS COVERAGE HAS BEEN DELETED
RETURN PREMIUM: \$26.00

LOC/BLDG NO: 002/001 TERR: 017
LOCATION: 10012 NORTH DALE MARBY STE B-105
TAMPA FL 33618

CLASSIFICATION CODE NUMBER 11081
DESCRIPTION:
Technology Integration, Installation, Service or Repair

COVERAGE DESCRIPTION: PREMISES/OPERATIONS COVERAGE
REFER TO: BUSINESS LIABILITY COVERAGE PART FORM SS 00 08
RATING BASIS: SALES PER 1000

Spectrum Supplemental Schedule of Auditable Coverages (Continued)

Policy Number: 46 SBM UM3591

EXPOSURE: 1
FINAL RATE: 0.000
NO CHANGE IN PREMIUM: \$0.00

COVERAGE DESCRIPTION: PRODUCTS/COMPLETED OPERATIONS COVERAGE
REFER TO: BUSINESS LIABILITY COVERAGE PART FORM SS 00 08
RATING BASIS: SALES PER 1000
EXPOSURE: 1
FINAL RATE: 0.000
NO CHANGE IN PREMIUM: \$0.00

COVERAGE DESCRIPTION: TECHNOLOGY SVCS EXTENSION PLUS
REFER TO: TECHNOLOGY SVCS EXTENSION PLUS FORM SS 40 58
RATING BASIS: PERCENTAGE OF BUSINESS LIABILITY PREMIUM
EXPOSURE: 2
FINAL RATE: 0.10
NO CHANGE IN PREMIUM: \$0.00

LOC/BLDG NO: 003/001 TERR: 041
LOCATION: 3082 N COMMERCE PKWY
MIRAMAR FL 33025

CLASSIFICATION CODE NUMBER 11081
DESCRIPTION: Technology Integration, Installation, Service or Repair

COVERAGE DESCRIPTION: PREMISES/OPERATIONS COVERAGE
REFER TO: BUSINESS LIABILITY COVERAGE PART FORM SS 00 08
RATING BASIS: SALES PER 1000
EXPOSURE: 1,032,769
FINAL RATE: 0.336
ADDITIONAL PREMIUM: \$347.00

COVERAGE DESCRIPTION: PRODUCTS/COMPLETED OPERATIONS COVERAGE

Spectrum Supplemental Schedule of Auditable Coverages (Continued)

Policy Number: 46 SBM UM3591

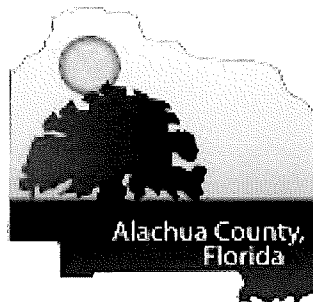
REFER TO: BUSINESS LIABILITY COVERAGE PART FORM SS 00 08
RATING BASIS: SALES PER 1000
EXPOSURE: 1,032,769
FINAL RATE: 0.020
ADDITIONAL PREMIUM: \$21.00

COVERAGE DESCRIPTION: TECHNOLOGY SVCS EXTENSION PLUS
REFER TO: TECHNOLOGY SVCS EXTENSION PLUS FORM SS 40 58
RATING BASIS: PERCENTAGE OF BUSINESS LIABILITY PREMIUM
EXPOSURE: 368
FINAL RATE: 0.10
ADDITIONAL PREMIUM: \$37.00

TOTAL ADDITIONAL PREMIUM \$119.00 DOES NOT INCLUDE TERRORISM OR
FOR AUDITABLE COVERAGES ANY APPLICABLE STATE SURCHARGES OR FEES OR
MINIMUM PREMIUMS

LOXIA

TECHNOLOGIES



1002 N Dale Mabry Hwy Tampa, FL 33614
305.428.2190 Fax 305.407.9646
www.loxiatech.com

Annual Telephone Cabling – Network Cabling

Bid # 20-101



About us

Loxia Technologies, Inc. provides a Total Source Solution to all industries in need of information technology (IT) services and products to clients who need technology solutions from a business perspective to increase their efficiency and overall employee productivity. Services include: information technology (IT) consulting and solutions; telecommunication systems; high-speed low-voltage structured cabling; security systems; web programming and development; fleet management and tracking; as well as bio and access control systems that assure customer reliability, verify security measures, and maintain uninterrupted hi-tech functionality.

Loxia Technologies, Inc has resolved many aspects of local and wide area network services. From the "architect" who plans and designs computer networks and internet solutions, to the "builder" who delivers installation and support, to the "trainer" who provides the educational services required to ensure productive use of a network and its tools, Loxia Technologies, Inc. serves a variety of clients.

An array of establishments, including educational organizations, government, medical, law enforcement retail, and manufacturing corporations have benefited from Loxia's innovative services.



Suited to meet specific needs and committed to excellence Loxia Technologies, Inc. staff put into practice strong work ethics. We believe that one's integrity is a spiritual practice. This enables us to work harmoniously with our customers,

it enables ultimate success for all. Loxia Technologies, Inc. strives to uphold their service-oriented methods of practice throughout development and design of practical, yet creative IT solutions and services.

Loxia provides customers with a one stop shop solution. Our services include but are not limited to the following:

IT Solutions

Telecommunications

Paging Systems

Structured Cabling

Security Systems

Access Controls



We are Distinctive

Our solutions are unique in many ways. We're reinventing business phone systems and offering powerful solutions for companies like yours. With Loxia, you get the leading technology, phone service and local customer support. All in one.

Security Services

Unfortunately, ever increasing cyber-threats are exposing businesses to catastrophic liabilities.

Our experts will work with you to deploy the most advanced security available to mitigate them.

With solid data security strategies and best practices, you can rest easy knowing your digital property and assets are completely protected. Our network and data security services along with our virus, malware, and spam protection solutions give your business thorough protection against dangerous threats to its system.

With a planned security architecture from Loxia, you get:

- **Intrusion Detection** – protect yourself from hackers and online predators
- **Susceptibility Testing** – we discover any weak areas and offer strategies to fix them
- **Managed Anti-Virus**– protect your company from viruses, spyware, and malware
- **Safe Login Practices** – including VPNs, encryption options, and password protection



Business Continuity Planning

Planning to Avoid Business Disasters and Being Completely Ready for When You Can't

Defending your irreplaceable business data and software licenses is a vital part of making sure your company is secure. Take the fear out of running a business with a back-up and disaster recovery (BDR) solution that protects you from all that's out there. Having a BDR and Business Continuity plan is crucially important and there are many different ways of doing it. Loxia Technologies can assist with different methodologies depending on what's right for you.

MANAGED SERVICES

Your business life is consumed with handling the ever-increasing number of issues confronting you each day. The idea of an IT strategy and cloud migration path keeps moving further and further out of reach.

You need assistance now. Loxia Technologies Managed Services provide a clear path to ensure business critical applications are available around the clock and, most importantly, when they are needed. Patching desktops and servers to prevent issues, resolving mission critical infrastructure issues to maximize availability, allowing your staff to focus on making your business profitable.

Our Services:

SERVICE DESK



Our Service Desk is a key component to how we deliver support to our clients. This is an actual team of Loxia employees right in Tampa and Miami Florida. No outsourcing here. This allows us to be there for you during business hours so that when you need help, we're here.

- Allows a multitude of low-cost, flat rate service plans
- Can easily scale up or down, depending on business needs



Friendly and engaging while skilled and competent

NETWORK MANAGEMENT



End-to-end management of your network devices (Router, Access Points, Switch or Firewall) including monitoring, configuration changes, and troubleshooting.

- Service desk allows unlimited support plans
- Vendor management included – we'll call your internet providers on your behalf to troubleshoot
- Hardware as a service options available

SERVER MANAGEMENT



Whether your server is in your closet, in a dedicated data center, in the cloud, or virtualized, we can support it! Updates, maintenance, and unlimited MACDs (move, add, change, delete requests) are included in our Server support plans.

- We use self-healing technology to proactively troubleshoot problems as they arrive
- We'll work with 3rd party companies and utilize their support for products on your behalf
- Server grade antivirus and online backups installed and managed by our team

PROJECT SUPPORT



Project support is only available for our clients! That's right, no support agreement, no project. Yes, we are picky and we know that might seem like we are shooting ourselves in the foot. We want to make sure that any client we support values their technology. If a client cannot commit to supporting their technology, we aren't interested in performing ad hoc projects.



Simple. Powerful. Productive.

Find out if we are a good fit for your business

We are happy to take a look at your current situation and see how we can help. We'll give you an honest assessment. If we can improve things for you, terrific! If not, we'll suggest who to call. We're honest that way.

Few clients who continue to use Loxia as their Total Source Solution for all of their technology needs:

Virginia Gardens Police Department,

Medley Police Department,

Florida City Police Department,

Hialeah Gardens Police Department,

Miami Springs Police Department,

Biscayne Park Police Department,

British Airways,

The Divine Savior Academy,

West-Hem Aircraft Supplies and

Ideal Medical Center

CMG Medical Group

Designer Eyes

Marubeni

au bon pain



ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

INVITATION TO BID

SPECIFICATION FOR: Firm Fixed Bid Prices for **Annual Telephone Cabling-Network Cabling** for the benefit of the **Information & Telecommunication Services Department** on an as needed basis.

BID NUMBER: 20-101

BID OPENING DATE: 2:00 pm, Wednesday, May 15, 2019

PLACE OF BID OPENING and MAILING ADDRESS: Alachua County Division of Purchasing, 3rd Floor
County Administration Building
12 SE 1st Street
Gainesville Florida 32601-6983

PART A - INSTRUCTIONS TO BIDDERS

1.0 GENERAL PROVISIONS

- 1.1 **Purpose** - Alachua County is calling for and requesting the submission of bids for **Annual Telephone Cabling-Network Cabling**.

The herein included Instructions to Bidders (**PART A**), Terms and Conditions (**PART B**), Technical Specifications (**PART C**), Bidder's Check List (**PART D**); together with all attached documents herein identified, constitute the entire Invitation to Bid package. Specifications and supplementary documents are essential parts of the contract and requirements occurring in one are as binding as though occurring in all.

- 1.2 **Submission of Bids** - Costs for the preparation and submittal of bids in response to this Invitation to Bid are entirely the obligation of the bidder and shall not be chargeable in any manner to Alachua County.
- 1.3 All printed and photocopied documents related to the submission of this ITB and fulfillment of any resulting contract should be double-sided and printed on recycled paper with a **minimum of 30% post-consumer content**.
- 1.4 **ONE (1) ORIGINAL and ONE (1) ELECTRONIC SUBMISSION (pdf on a flash drive or CD)** of the bid in a sealed envelope, clearly marked **20-101 Annual Telephone Cabling-Network Cabling** shall be delivered to the Alachua County Division of Purchasing, 3rd Floor County Administration Building 12 SE 1st Street, Gainesville, Florida, 32601-6983, **for receipt no later than 2:00 pm, Wednesday, May 15, 2019. The time/date stamp/clock in the Administrative Services Department/Budget & Fiscal Services shall serve as the official authority to determine timeliness of the responses. Responses, which for any reason are not timely received, will not be considered.**

LATE BIDS WILL NOT BE CONSIDERED

- 1.5 **Proprietary Information** - Responses to this Request for Proposals upon receipt by the County become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion or all of your response is confidential or proprietary, or otherwise exempt from disclosure as a Public Record, you should clearly assert such exemption and state the specific legal authority for the asserted exemption. All material that designated as exempt from Chapter 119 **must be submitted in a separate envelope**, clearly identified as "**PUBLIC RECORDS EXEMPT**" with your name and the proposal number marked on the outside. Furthermore, you must complete **EXHIBIT F, PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION**.

Please be aware that the designation of an item as exempt from disclosure as a Public Record may be challenged in court by any person. By your designation of material in your proposal as "Public Records Exempt", you agree to defend and hold harmless the County from any claims, judgments, damages, costs, and attorney's fees and costs of the challenger and for costs and attorney's fees incurred by the County by reason of any legal action challenging your designation.

- 1.6 Blank spaces must be filled in as noted, in ink or typed, with the amounts extended and totaled. Any corrections necessarily made on the bid form should be made by crossing out the item in error and inserting the corrected item immediately above. Such corrections shall be initialed and dated by the person signing the bid. No bid containing correction by erasure will be accepted.

- 1.7 **Non-Warranty of Specifications** - Due care and diligence has been used in preparing these specifications. The County shall not be responsible for any error or omission in these specifications, nor for the failure on the part of the bidders to determine the full extent of the request. It is the sole responsibility of the bidders to ensure that they have all information necessary for the submittal of bids.
- 1.8 **Inquiries/Questions** - No interpretation of the meaning of the Specifications and/or Scope of Services or contract documents will be made to any interested bidder orally. Every request for such interpretation shall be made in writing, addressed to the **Alachua County Division of Purchasing, 3rd Floor, County Administration Building, 12 SE 1st Street, Gainesville, FL 32601-6983**, with reference to the appropriate bid number of the face of the envelope. All request for interpretation or corrections shall be received by the **Theodore White** at twhite@alachuacounty.us no later than ten (10) days prior to the deadline set for receipt of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum; duly issued, and a copy of such addendum will be posted to **Demandstar.com**. **Oral answers will not be authoritative**. All addenda so issued shall become part of the bid documents.
- 1.9 **Acceptance/Rejection** - Alachua County reserves the right to reject any bid which may be considered irregular, show serious omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced bids or irregularities of any kind. Further, the County reserves the right to accept or reject any and all bids in whole or in part and to waive any technicalities or informalities in any bid.
- Bid forms may be considered irregular and subject to rejection if they show serious omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced bids or irregularities of any kind.
- 1.10 **Withdrawal of Bids** - Any bidder may withdraw his bid by telegraphic or written request at any time prior to the scheduled closing time for receipt of bids.
- All prices bid shall remain firm for a period of 90 days after the bid opening.
- 1.11 **Small Business Enterprise (SBE) Program Participation**
- 1.11.1 SBE Vendor is a vendor that is certified by the Alachua County Equal Opportunity Division prior to the proposal opening.
- 1.11.2 The SBE Program Participation Form, **EXHIBIT C**, should be completed for your proposal to be considered responsive.
- 1.11.3 Alachua County has adopted a 15% participation goal, and policies which encourage participation of SBE in the provision of materials, supplies (i.e. office, auto, janitor, lawn, etc.) equipment, services and construction.
- 1.11.4 The County will award a preference in evaluation points to certified SBE or contractors that meet the SBE participation goal in its RFP response.
- 1.11.5 SBE preference does not apply to contracts that are reserved in accordance with Section 22.34, Alachua County Code 06-28, in which the County reserved contracts for bidding only by SBEs. SBE bid preferences will not be combined.
- 1.11.6 **Proposed Subcontractors Requirements**
- 1.11.6.1 Contractors submitting proposals under this solicitation are to identify, on the SBE Program Participation Form, the intended SBE subcontractors and the **estimated percentage of total dollar amount(s) as well as the total dollar amount(s)** of the contract to be awarded to SBE firms, **EXHIBIT C, Option 3**.
- 1.11.6.2 If SBE subcontractors are **not available** for the bid/RFP you **should complete** a Good Faith Effort Form, **EXHIBIT C, Option 4**.
- 1.11.7 **Good Faith Effort Requirements**
- 1.11.7.1 Every competitive bid or proposal, if not submitted by a certified Small Business Enterprise (SBE), should demonstrate good faith efforts to utilize SBE as subcontractors. Unless your company will perform all the work and no subcontractors will be utilized. The Equal Opportunity Division maintains a directory of certified SBE's. The Alachua County Small Business Enterprise Directory is available at: <http://smallbusdir.alachuacounty.us/>
- 1.11.7.2 The Equal Opportunity Division shall determine what constitutes a "good faith effort" for purposes of contractor compliance with contractual requirements relating to the use of services or commodities of a certified SBE's, under Section 22.36, Alachua County Code 06-28. The following factors shall be considered in making such determination:
- 1.11.7.2.1 Whether the Contractor contacted SBEs listed in the Alachua County Small Business Enterprise Directory concerning contracting opportunities and provided them with adequate information about the plans, specifications and requirements of the contract.

- 1.11.7.2.2 Whether the Contractor negotiated in good faith with interested SBEs, not rejecting them as unqualified without sound reasons based on a thorough review of their capabilities.
- 1.11.7.2.3 Whether the Contractor selected portions of the work to be performed by SBEs in order to increase the likelihood of meeting the 15% participation goal, including breaking the contract down into economically-feasible units.
- 1.11.7.2.4 The Contractor will be expected to furnish documents substantiating compliance with good faith effort requirements, **EXHIBIT C**.

1.12 Alachua County Government Minimum Wage (GMW)

- 1.12.1 Services solicited through for Bid are considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances ("Wage Ordinance") which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. Bidders/Proposers should consider the cost of compliance, if any, when submitting bids.
 - 1.12.1.1 A contractor or subcontractor of the County providing a covered service to the County shall pay to all of its covered employees an Alachua County Government Minimum Wage of either the health benefit wage and provide health benefits or pay a non-health benefit wage.
 - 1.12.1.2 Alachua County Government Minimum Wage (GMW) for this contract will be:
 - 1.12.1.2.1 **\$13.50** per hour with qualifying health benefits amounting to at least **\$2.10** perhour
 - 1.12.1.2.2 **\$15.60** per hour without health benefits
- 1.12.2 The GMW rates are indexed (health benefit wage shall be recalculated on October 1st of each year) in accordance with Chapter 22, Article III, of the Alachua County Code of Ordinances ("Wage Ordinance") and are effective as of April 22, 2016. Employees of **service contractors and subcontractors performing** the covered services pursuant to the following County service contracts must be paid not less than the GMW as specified above.
- 1.12.3 The contractor shall certify, **Exhibit D**, to the County that it will pay each of its covered employees the GMW, and ensure that it will require that of its subcontractors. Upon execution, the certification shall become an obligation under the contract.
- 1.12.4 The bidders shall be required to execute the certification attached as **Exhibit D**, prior to the County executing the contract. Once executed, such certification will become a part of the contract; however, failure to provide and sign **Exhibit D** will prevent execution of the contract, may result in forfeiture of any applicable bid or proposal bond, and could result in other adverse action.
- 1.12.5 During the performance of this contract, the Contractor agrees as follows:
 - 1.12.5.1 The Contractor shall comply with the Chapter 22, Article III, of the Alachua County Code of Ordinances ("Wage Ordinance") requirements. Failure to do so shall be deemed a breach of contract and shall authorize the County to withhold payment of funds until the GMW requirements have been met.
 - 1.12.5.2 The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor.
- 1.13 **Public Entity Crimes** - A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
- 1.14 **Drug Free Workplace** Section 22.09 Competitive Sealed Bidding of the Alachua County Purchasing Code states that in the evaluation of bids, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace **EXHIBIT E**, secondly to certified Small Business Enterprises (SBEs) bidders.
- 1.15 **Proposed Subcontractors NON-SBE** - Bidder shall notify the County of the proposed use of subcontractors in the provision of services required herein by completing and returning the Proposed Subcontractors (Non-Small Business Enterprise) Form, **EXHIBIT H**. No subcontractor shall be employed by the Contractor for the provision of these services without the written approval of the County.

2.0 QUALIFICATION OF BIDDERS

- 2.1 **Consideration** - Bids will be considered only from firms normally engaged in providing and performing services specified herein. Bidder must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the County, and shall have all necessary licenses and permits required by law to do business with the County.
- 2.2 **Bidder's Questionnaire** - The County reserves the right before recommending any award to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. **Bidders are requested to complete and return along with their bid the Bidder's Questionnaire EXHIBIT G.**
- 2.3 **Performance** - The County will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject bids where evidence submitted, or investigation and evaluation indicates inability of the bidder to perform.

3.0 EXAMINATION OF PROPERTY

- 3.1 **Bidder's Responsibility** - Before submitting his bid, it shall be the bidder's responsibility to visit the premises of the proposed work and familiarize himself with the nature and extent of the work and any local conditions that may in any way affect the work to be done and the equipment, materials and labor required.
- 3.2 The bidder is also required to carefully examine the specifications and contract documents, to inform themselves regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. Failure to do so will not relieve the bidder of complete performance under the contract.

4.0 QUALITY

- 4.1 All materials shall be new and in no case will used, reconditioned or obsolete parts be acceptable. All equipment specifications are to be considered minimum requirements.

5.0 LAWS, PERMITS AND REGULATIONS

- 5.1 **Permit, Application, and License Fees** - The contracted firm shall obtain and pay for all necessary permits, permit application fees, licenses or any fees required.
- 5.2 **Compliance** - The contractor shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated in the proposal. The contracted firm is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work. Ignorance on the part of the contracted firm will in no way relieve it of responsibility.

The contractor must agree to abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.

6.0 CONSIDERATION OF BIDS AND AWARD OF CONTRACT

- 6.1 **Consideration of Bid and Award** - The award of the contract, if it is awarded, will be to the lowest responsive and responsible bidder whose qualifications indicate the award will be in the best interest of the County, and whose bid complies with all prescribed requirements. No award will be made until the County has concluded such investigations as he deems necessary to establish the responsibility, qualifications and financial ability of the bidders to do the work in accordance with the contract documents to the satisfaction of the County within the time prescribed.
- 6.2 The County reserves the right to award the contract to more than one bidder, as determined to be in the best interest of the County.
- 6.3 If the contract is awarded, the County will accept the bid and award the contract to the successful bidder(s) within ninety (90) days after the opening of the bids by written notice to the successful bidder(s).

- 6.4 The County reserves the right to reject any or all bids and to waive informalities, or to accept any bid or combination of bids which, in the County's judgment, will best serve its interest.

7.0 ACCEPTANCE OF BID

- 7.1 **Acceptance of Offer** - The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed acceptable upon completion of all steps in the purchasing process and issuance of a Purchase Order or execution of a Contract by the County.

8.0 PERFORMANCE

- 8.1 **Performance Time** - All material and parts shall be bid F.O.B. destination, at the job site. The performance time may be a factor in the evaluation of the bid. It is to be emphasized that the meeting of specified performance schedules is a significant part of ability to perform and that failure to meet such schedule may result in termination of the contract and will surely be considered in the evaluation of future bids.

9.0 COLLUSION

- 9.1 The bidder, by affixing his signature to the bid form, declares that the bid is made without any previous understanding, agreement, or connections with any persons, firms or corporations making a bid on the same items and that it is in all respects, fair, and in good faith without any outside control, collusion, or fraud.
- 9.2 The bidder, by affixing his signature to the bid form, declares that no County Commissioner, other County officer, or County employee, directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract.

10.0 ADDENDA

- 10.1 Addenda issued by the County prior to the bid opening shall be binding as if written into the original solicitation document. Bidders shall acknowledge receipt of the same as indicated on the bid form.

PART B - TERMS AND CONDITIONS

1.0 DEFINITION OF TERMS

- 1.1 Where the following terms or their pronouns occur herein, the intent and meaning shall be as follows:

COUNTY/OWNER: Alachua County Board of County Commissioners, Alachua County, Florida or its authorized representative.

BID PRICE: The amount bid submitted on the prescribed forms by the bidder setting forth the prices for the work to be performed.

BIDDER: Any person, firm or corporation submitting a proposal/bid for the goods and/or services contemplated herein, or a duly authorized representative.

CONTRACT: The written agreement resulting from this solicitation, incorporating the bid submitted by the bidder and which is approved by the Board, or its designee, along with all documents identified in this Invitation to Bid document and any addenda, thereto, shall be the contract between the County and the bidder.

CONTRACT DOCUMENTS: The Agreement, Specifications, Drawings, Addenda whether issued prior to opening of bids or execution of the Contract and Modifications.

CONTRACTOR: Any person, firm, corporation, or governmental entity with whom the County has executed a contract for the performance of the work, or his duly authorized representative.

DIRECTOR: The duly authorized representative of the Board of County Commissioners during the contract period as identified herein.

RESPONSIBLE AGENT: The duly authorized representative of the Alachua County Board of County Commissioners during the contract period.

SPECIFICATIONS: The directions, provisions, and requirements contained herein, together with all written agreements made setting out or relating to the method and manner of performing the requested services, the quality of material and personnel to be furnished under this contract. All applicable laws of the State of Florida, the Federal Government and the Rules and Regulations of the County of Alachua are hereby adopted and made part hereof as specifications.

WORK: To provide all management, supervision, labor, materials, supplies and equipment. To plan, schedule, coordinate and assure effective performance of all services described herein.

2.0 CONTRACTOR'S INSURANCE

- 2.1 The contractor shall provide and maintain during the life of the contract, coverages and amounts stated in, **EXHIBIT I**.
- 2.2 Failure to maintain such insurance may be deemed as a cause of termination of this agreement.

3.0 BONDING REQUIREMENTS (Not Applicable)

4.0 MODIFICATIONS

- 4.1 This agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.
- 4.2 The County will not be bound under this agreement for similar or like services being provided by County agencies or for services entered into by the County under a separate agreement.

5.0 SEVERABILITY

- 5.1 If any provisions of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

6.0 INDEPENDENT CONTRACTOR

- 6.1 In the performance of this agreement, the Contractor will be acting in the capacity of an independent Contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor shall be solely responsible for the means, method, technique, sequences, and procedures utilized by the Contractor in the full performance of the agreement.

7.0 TERM OF THE CONTRACT

- 7.1 The agreement shall be effective for the period beginning on the date of the fully executed contract or issuance of a purchase order. Generally the term will begin on **October 1, 2019** and continue through **September 30, 2020** unless earlier terminated as provided herein. The county has the option of renewing this agreement for **two (2)** additional **one (1)** year-periods and the same terms and conditions outlined here in.
- 7.2 Negotiation of terms and conditions should be completed ninety (90) days prior to each contract period.
- 7.3 It is the intent of the County to issue a purchase order or enter into a contract in substantially, the FORM attached, **EXHIBIT I**.
- 7.4 A contract as a result of the solicitation shall be deemed effective only to the extent of appropriations available to the County Agency at any time during the contract period.

8.0 RESPONSIBLE AGENT

- 8.1 The Contractor shall designate and submit a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the contractor, **EXHIBIT B**.
- 8.2 The Department Director will be the responsible agent for the County. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor.
- 8.3 A letter when addressed and sent by certified list mail to either part, at its business herein, will constitute notice required in this bid or contract.

9.0 ASSIGNMENT OF PERSONNEL

- 9.1 All personnel assigned to the project will be subject to the approval of the County and no changes shall be allowed unless prior written approval is obtained.

10.0 GOVERNING LAW

- 10.1 This agreement shall be governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

11.0 AWARD OF CONTRACT(S)

- 11.1 The County reserves the right to award contracts to more than one (1) firm as determined to be in the best interest of the County.

12.0 ASSIGNMENT OF INTEREST

- 12.1 The parties recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the vendor hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

13.0 INDEMNIFICATION

- 13.1 The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that its indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employee's agents, servants or assigns.
- 13.2 This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor.
- 13.3 Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

14.0 AMENDMENTS

- 14.1 This agreement may be amended by mutual written agreement of the parties and may be changed only by such written amendment.

15.0 DEFAULT AND TERMINATION

- 15.1 The failure of either party to comply with any provision of this agreement shall place that party in default. Prior to terminating this agreement, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.
- 15.1.1 The defaulting party shall be given seven (7) days in which to cure the default. Department Director is authorized to provide written notice of termination on behalf of the County, and if the default situation is not corrected within the allotted time, the Department is authorized to provide final termination notice on behalf of the County to the Contractor.
- 15.2 The County may terminate this agreement without cause by first providing at least thirty (30) days written notice to the Contractor prior to the termination date. The Department Director is authorized to provide written notice of termination on behalf of the County.
- 15.3 If the contractor is adjudged bankrupt, either voluntary or involuntary, the County may terminate the contract effective on the day and at the time the bankruptcy petition is filed and may proceed to provide service as previously outlined.
- 15.4 In the event funds to finance this contract become unavailable, the County may terminate the contract with no less than twenty-four hours' notice in writing to the Contractor. The County shall be the final authority as to the availability of funds.

16.0 SUCCESSORS AND ASSIGNS

- 16.1 The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement, and any assignment or transfer by the Contractor of its interest in this agreement without the written consent of the County shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County or Contractor, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the Contractor.

17.0 NON WAIVER

- 17.1 The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or noncompliance.

18.0 BOOKS AND RECORDS

- 18.1 The county shall have the right to audit, review, examine and transcribe any pertinent records or documents relating to any contract resulting from this solicitation held by the Contractor. The Contractor will retain all documents applicable to the contracts for a period of not less than three years after final payment is made.

19.0 ACCIDENT PREVENTION

- 19.1 Precaution shall be exercised at all times for the protection of employees, other persons and property.
- 19.2 Contractor's employees shall report to their superintendent any hazardous conditions or items in need of repair noted during the performance of work. Said superintendent shall thereupon notify the responsible agent or his designee of such conditions.

20.0 WORKPLACE VIOLENCE

- 20.1 Employees of bidders (or responders for RFP's) are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a bidder's employee.
- 20.1.1 Battery: intentional offensive touching or application of force or violence to another.
- 20.1.2 Stalking: willfully, maliciously and repeatedly following or harassing another person.

21.0 VENDOR COMPLAINTS OR GRIEVANCES; RIGHT TO PROTEST

- 21.1 Any actual or prospective bidder or proposer who believes that they have been aggrieved in connection with the pending award or other element of the process leading to the award of a contract may protest to the purchasing manager.
- 21.2 Any vendor complaints, grievance or protest shall first be submitted in writing to the purchasing manager within seven (7) calendar days following posting of the award recommendation on the County's web site. The purchasing manager will investigate the validity of the complaint and present the findings in writing to the vendor. If the vendor is dissatisfied with the purchasing manager's remedies, an appeal may be made to the county manager. The county manager will render a written response to the vendor. All decisions by the county manager shall be considered final, and no further appeal will be allowed.

PART C- TECHNICAL SPECIFICATIONS

1.0 SCOPE

- 1.1 The provisions contained in this section are intended to be cooperative with, to supplement, or to modify Instructions to Bidders and Terms and Conditions. In case of any conflict with such sections, the intent of any kind and all Technical Specifications shall govern.
- 1.2 The purpose of this solicitation is to establish a firm pricing schedule for contracting with the vendor(s) for the provision of Telephone/Network Cabling Services for buildings, which are owned or leased by Alachua County.

2.0 SPECIFICATIONS

- 2.1 Contractors shall indicate standard hourly rates that will apply for services performed during the period of Monday through Friday from 8:00 a.m. to 5:00 P.M., excluding holidays.
- 2.2 Contractors shall also provide weekend hourly rates and the period (days/hours) during which weekend rates would apply.
- 2.3 Contractors shall also indicate any special rates that would apply for responding to emergency call-outs and the associated time period.
- 2.4 Prior to the commencement of any project, the contractor shall be required to provide the County with a proposed cost estimate of the project with a breakdown of hourly rates and materials cost for review and approval. Contractors shall indicate charge for the provision of a cost estimate which shall include an actual visit to the jobsite.
- 2.5 Contractors are to indicate notification required from time of placing call for service to the actual start (commencement) of work.

3.0 EXECUTION

- 3.1 Each cabling job will be designed and implemented using Telecommunications Industry Association (TIA) and American National Standards Institute (ANSI) standards for the appropriate type of job. Each project will also observe County Information and Telecommunications Services (ITS) standards as provided by staff. All project designs must be approved by ITS staff prior to implementation. Non-conforming work shall be corrected to ITS satisfaction at no charge to the project amount. All work will be tested and certified by the contractor."

PART D – BIDDERS CHECK LIST

Bidders may use the boxes to the left to check off items when completed.

The checklist is intended as a reminder for certain important items and is not necessarily a complete list of what must be included in your BID submission.

- Y Bid Form (Remember to fill this form out completely) **THIS FORM MUST BE SIGNED.**
- Y Acknowledge all Addendum(s) issued with this solicitation. A place to check off acknowledgement is on the bid form.
- Y Submit the appropriate number of copies that are double-sided and printed on recycled paper with a **minimum of 30% post-consumer content.**
- Y Fill out **all of the exhibits** as required, especially **Exhibit C, Small Business Enterprise (SBE) Program Participation Form** and **Alachua County Government Minimum Wage (GMW) Form.**
- Y Include any insurance requirements.
- Y Remember to submit your Bid prior to the submittal deadline. It is the vendor's responsibility when using courier services, such as Fed Ex, UPS, etc., to make sure that the bid arrives on time. Please be aware that it may be difficult at times to find parking around the County Administration Building. **LATE BIDS WILL NOT BE CONSIDERED.**
- Y Make sure that your bid package has been clearly marked and sealed. The bid number and name along with the vendor's company name should be clearly marked on the outside of the envelope.

If you have questions concerning these items or other, sections of the bid solicitation please contact the Division of Purchasing for clarification prior to submitting your bid.

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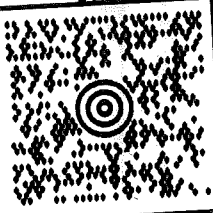
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0.9 LBS LTR 1 OF 1
SHP WT: 1 LBS
DATE: 14 MAY 2019

SHIP BID#20-101
TO: ALACHUA COUNTY DIVISION OF PURCHASE
3RD FLOOR
COUNTY ADMINISTRATION BUILDING
12 SE 1ST ST
GAINESVILLE FL 32601-6826

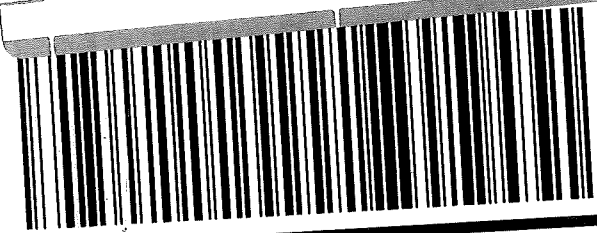


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