



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.9.

1/26/2021

Subject:

Board Approval to Advertise and Request Proposals for County Telephone and Network Services

Fiscal Impact:

Dependent upon proposals. Significant spending reductions are not expected, but value added is expected such as increased bandwidth and increased service reliability. Due to remote workers and the need for virtual meetings, many locations have required increased bandwidth in the past year.

Current annual expenditure is approximately \$1.1 Million

Dept/Office:

Information Technology

Requested Action:

It is requested that the Board of County Commissioners:

1. Authorize the development and advertisement of a Request for Proposal (RFP) for County telephone and network services.
2. Approve a Selection and Negotiation committee comprised of:
 - Director of Planning and Development
 - Director of SCGTV
 - Director of Utility Services
 - Information Technology Senior Network Administrator, and
 - Information Technology Telephone Services Administrator
3. Authorize the BoCC Chair to execute any resulting contract(s) and contract related documents upon review and approval by the County Attorney's Office, Risk Management and Purchasing Services; and
4. Authorize the County Manager to approve any necessary Budget Change Requests, as well as approve negotiated any contract options.

Summary Explanation and Background:

On May 17, 2016, the Board of County Commissioners granted permission to negotiate and award Request for Proposal P-4-16-04 for Voice Communications to Bright House Networks. Although Bright House/Spectrum is the primary telecommunications and network provider, there are several other vendors providing these

services for redundancy and for connectivity in remote locations. Annual costs for these services fluctuate based upon bandwidth and additional service requests, but are currently approximately \$1.1 million for the County. This RFP will request proposals for Voice-over-Internet-Protocol (VOIP) telephone services, analog telephone services for alarm lines and emergency lines, Internet services, and Metro-ethernet for connecting County locations. Library Services will also have a separate award as their period of performance is from 1 July to 30 June for grant purposes and the current Bright House/Spectrum contract ends 30 September 2021. Upon approval, the RFP is expected to be advertised in February 2021 with a Library Services award to begin services July 1, 2021 and remaining County services to begin October 1, 2021.

Clerk to the Board Instructions:

None



INFORMATION TECHNOLOGY DEPARTMENT
2725 Judge Fran Jamieson Way, C203
Viera, FL 32940
(321) 617-7395

TO: Kimberly Powell, Clerk to the Board
FROM: Alice Colon, Admin Assistant, Information Technology Dept. *AC*
DATE: August 6, 2021
RE: Resulting Contract from RFP P7-21-11 / Voice and Data Network Services

Attached is a copy of the signed agreement between Brevard County BoCC and vendor Brevard Wireless, Inc., d.b.a. Florida High Speed Internet (FLHSI). Agreement resulted from RFP P7-21-11. Also attached is a copy of the memo on the Board's approval during regular session on January 26, 2021, Item F.9., copies of the Notices of Award to FLHSI from our Purchasing Department, and Contract Review and Approval Form.

Thank you.

/ac

Attachments

file

RECEIVED AUG 12 2021



January 27, 2021

MEMORANDUM

TO: Jeff McKnight, Information Technology Director

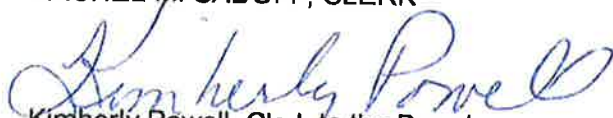
RE: Item F.9., Approval to Advertise and Request Proposals for County Telephone and Network Services

The Board of County Commissioners, in regular session on January 26, 2021, authorized the development and advertisement of a Request for Proposal (RFP) for County Telephone and Network Services; approved a Selection and Negotiating Committee comprised of Planning and Development Director, SCGTV Director, Utility Services Director, Information Technology Senior Network Administrator, and Information Technology Telephone Services Administrator; authorized the Chair to execute any resulting contracts and contract related documents upon review and approval by the County Attorney's Office, Risk Management, and Purchasing Services; and authorized the County Manager to approve any necessary Budget Change Requests, as well as approve and negotiated contract options.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

cc: Planning and Development Director
Utility Services Director
SCGTV Director
Finance
Budget

NOTICE OF AWARD

April 8, 2021

P7-21-11/ Voice and Data Services Library Internet and Metro-Ethernet

PROCUREMENT ANALYST: Stephanie Reynolds

<u>VENDOR</u>	<u>VENDOR CITY/STATE</u>	<u>MEETS MINIMUM REQUIREMENTS</u>	<u>ITEMS AWARDED</u>	<u>PROPOSED COST</u>
Florida Highspeed Internet	Melbourne, FL	Yes	Library Internet and Metro-Ethernet	Annually \$69,360.00
Spectrum Enterprise	Melbourne, FL	Yes	None	
AT&T, Corp.	Orlando, FL	Yes	None	
BlueLine Business Class Voice Data	Sanford, FL	Yes	None	
Windstream Services, LLC	Little Rock, AR	Yes	None	
Zayo	Denver, CO	Yes	None	

☒ BOARD AWARD--AGENDA ATTACHED

☐ APPROVED AWARD (NON-BOARD AGENDA):

(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT)



Steven A. Darling, Jr., Central Services Director

☒ Award to best-ranked proposer, minimum three responses received.

☐ Award to best-ranked proposer, less than three responses received.

AWARDED BY A COMMITTEE CONSISTING OF: Don Walter, SCGTV Director; Tad Calkins, Planning and Development Director; Edward Fontanin, Utility Services Director; Jason Brown, Information Technology Senior Network Administrator; Jay Shifflette, Information Technology Telephone Services Administrator

FOR PURCHASING USE ONLY:

☐ ONE-TIME PURCHASE

☒ ANNUAL BID:

EFFECTIVE DATE: July 1, 2021 ENDING DATE: June 30, 2024

RENEWAL OPTION ☐ One year ☒ Other Three one-year renewal options

☐ Prompt Payment Discount Offered ☐ Yes _____ (Terms) ☒ NO

☐ Performance and payment bonds received with construction contract documents.

☐ Release Cashier's or Certified Check Received for Bid Deposit on Bids

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:

☒ Please provide certificate of insurance.

☐ Please provide performance and payment bonds as required.

☐ OTHER:



NOTICE OF AWARD
June 8, 2021
P7-21-11/ Voice and Data Network Services

PROCUREMENT ANALYST: Stephanie Reynolds

<u>VENDOR</u>	<u>VENDOR CITY/STATE</u>	<u>MEETS MINIMUM REQUIREMENTS</u>	<u>ITEMS AWARDED</u>	<u>PROPOSED COST</u>
Florida Highspeed Internet	Melbourne, FL	Yes	Voice and Data	Annually \$459,360.00
Spectrum Enterprise	Melbourne, FL	Yes	None	
AT&T, Corp.	Orlando, FL	Yes	None	
Blueline Business Class Voice Data	Sanford, FL	Yes	None	
Windstream Services, LLC	Little Rock, AR	Yes	None	

☐ BOARD AWARD--AGENDA ATTACHED

☒ APPROVED AWARD (NON-BOARD AGENDA):

(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT)

Summer Wyllie
Summer Wyllie, Procurement Supervisor

☒ Award to best-ranked proposer, minimum three responses received.

☐ Award to best-ranked proposer, less than three responses received.

AWARDED BY A COMMITTEE CONSISTING OF: Don Walker, SCGTV Director; Tad Calkins, Planning and Development Director; Edward Fontanin, Utility Services Director; Jason Brown, Information Technology Senior Network Administrator; Jay Shifflette, Information Technology Telephone Services Administrator

FOR PURCHASING USE ONLY:

☐ ONE-TIME PURCHASE

☒ ANNUAL BID:

EFFECTIVE DATE: October 1, 2021 ENDING DATE: June 30, 2024

RENEWAL OPTION ☐ One year ☒ Other Three one-year renewal options

☐ Prompt Payment Discount Offered ☐ Yes _____ (Terms) ☒ NO

☐ Performance and payment bonds received with construction contract documents.

☐ Release Cashier's or Certified Check Received for Bid Deposit on Bids

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:

☒ Please provide certificate of insurance.

☒ Please provide performance and payment bonds as required.

☐ OTHER:

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Florida High Speed Internet (FLHSI)		2. Amount:
3. Fund/Account #: 5011-389111	4. Department Name: Information Technology	
5. Contract Description: P7-21-11 / Voice and Data Network Services		
6. Contract Monitor: Jeff McKnight		8. Contract Type: SERVICES
7. Dept/Office Director: Jeff McKnight		
9. Type of Procurement: Request for Proposal (RFP)		

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Jeff McKnight <small>Digitally signed by Jeff McKnight Date: 2021.06.28 15:51:24 -04'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Darling, Steven <small>Digitally signed by Darling, Steven Date: 2021.07.09 12:48:56 -04'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small>Digitally signed by Lairsey, Matt Date: 2021.06.28 16:29:34 -04'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Esseesse, Alexander <small>Digitally signed by Esseesse, Alexander Date: 2021.07.09 11:15:59 -04'00'</small>

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

AGREEMENT FOR TELEPHONE AND NETWORK SERVICES

THIS AGREEMENT is entered into the date of last signature below by and between Brevard County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County" or "Customer"), and Brevard Wireless, Inc., d.b.a. Florida High Speed Internet (hereinafter referred to as "F.L.H.S.I.").

WHEREAS, the County issued Request for Proposal P-7-21-11 for voice and data network services; and

WHEREAS, F.L.H.S.I. was competitively awarded R.F.P. P-7-21-11 as being the lowest, most responsive bidder; and

WHEREAS, the provision of these services serves a public purpose and is in the public interest; and

WHEREAS, the parties desire to enter into this Agreement subject to the terms and conditions outlined herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. TERMINOLOGY

As used in this Agreement, the terms listed below are defined as follows:

Authorized Contact: "Authorized Contact" is a representative authorized by the County to request service changes using the procedures outlined herein. Authorized contacts are the one (1) Administrative contact and up to three (3) Technical contacts identified in the contact list provided by the County pursuant to Section 3.4.1 of this Agreement.

Cabinet: "Cabinet" refers to a physical cabinet in F.L.H.S.I.'s facility containing County Equipment.

Circuit: "Circuit" refers to a path or physical link between two points over which data is passed.

Customer Premises: "Customer Premises" refers to the physical address of various County locations as identified in Brevard County R.F.P. P-7-21-11.

Equipment: "Equipment" refers to equipment that F.L.H.S.I. has deployed at County premises to enable service.

Service or Services: "Service" or "Services" refers to the service and/or circuit used to connect County locations utilizing F.L.H.S.I.'s network. The use of "Service" or "Services" in this document is specific to the services outlined in Brevard County R.F.P. P-7-21-11, which includes Internet, metro-ethernet, voice-over-Internet-protocol voice, and analog telephone services. Services do not include Brevard County Parks WiFi as identified in R.F.P. P-7-21-11. Use of the term Service in any other F.L.H.S.I. documentation in no way supersedes the definitions of "Service" or "Services" outlined herein.

2.0 SCOPE OF SERVICES:

2.1. F.L.H.S.I. agrees to provide services in accordance with the terms and conditions outlined in this Agreement. Services include those described in R.F.P. P-7-21-11, with the exception of Brevard County Parks WiFi. The R.F.P. is incorporated herein by reference and attached hereto as Attachment 1.

2.2. Additional services and/or equipment may be installed as follows:

F.L.H.S.I. shall provide SIP trunks beyond the quantity agreed to in R.F.P. P-for \$11 per trunk, which shall contain the full features as other lines. The location(s) of such trunk(s) must already be serviced by F.L.H.S.I. There shall be no installation fee for such trunk(s), unless the trunk is at a new location and requires P.O.E. switch and/or data connection to deliver said trunk, in which case the installation fee shall be \$250.00.

The standard installation fee for new data location is \$250.00.

Requests for monthly recurring costs (M.R.C.) for similar location and bandwidth will be charged in accordance with the pricing schedules provided as Attachments D and E to F.L.H.S.I.'s proposal in response to R.F.P. P-7-21-11, attached hereto as Attachment 2.

Call recording and voicemail calls will be retained for 29 days, with \$10.00 per gigabyte for additional storage space.

2.3. In case of any conflict between the terms of this Agreement and the terms of the R.F.P., the terms of this Agreement shall prevail.

3.1 General Description.

F.L.H.S.I. shall provide the County with internet, ethernet, voice, and analog services as described in Brevard County R.F.P. P-7-21-11. F.L.H.S.I. shall be solely

responsible for fulfilling the obligations to the County as outlined in this Agreement and in accordance with R.F.P. P-7-21-11.

3.2 Installation/Connection

F.L.H.S.I. is responsible for providing all equipment, circuitry, labor and maintenance of the equipment and circuitry necessary to provide all the services described in R.F.P. P-7-21-11, with the exception of Brevard County Parks WiFi.

3.2.2 County Responsibilities:

1. Ensuring that County-owned devices at its premises are configured properly to connect to F.L.H.S.I.'s demarcation equipment. This includes, but is not limited to, Ethernet switches, Ethernet cabling, workstations, servers, and operating systems.
2. The cost of any moves, additions, or changes required as a result of Customer requests after installation of the equipment and delivery of the circuit. Such cost is not included as part of this Agreement.
3. Any equipment modifications made by County.
4. Provide enough physical space and power at each location for the installation of necessary telecommunications equipment for F.L.H.S.I. to supply the services contemplated in this Agreement, including wall or rack space and power for demarcation routers, P.O.E. switches, radios, uninterrupted power supplies, cabling, phone blocks, and any other reasonably necessary support for F.L.H.S.I. to fulfill the tasks contemplated in this Agreement.

3.3 Limitations on Service:

1. Availability of Service is dependent on existence of a suitable network transport from F.L.H.S.I. to the County. Service requires dedicated point-to-point network transport between Customer Premises locations. If the County impacts or limits accessibility to site locations or necessary service components, including electrical power, cooling capacity, cabling, rack space, or switching/routing/network infrastructure, F.L.H.S.I. reserves the right to limit service availability. In such a case, F.L.H.S.I. shall promptly provide written notice to the County explaining the limitations to or impacts on the necessary service component(s) and/or access to site locations.
2. All equipment installed by F.L.H.S.I. at County Premises shall remain the sole property of F.L.H.S.I.
3. F.L.H.S.I. shall pass-through to the County any manufacturer warranties and rebates.

3.4 Support Services:

1. The County shall provide a "contact list" which will contain one ("1") Administrative contact and may contain up to three ("3") Technical contacts. Administrative and Technical contacts are authorized to request service changes or information, including the contact name, contact e-mail address, and contact phone number for each contact. Requests to change a contact on the list or to change a code word or password must be submitted by the Administrative contact.

2. Requests to replace the Administrative contact shall be submitted to F.L.H.S.I. on County letterhead. All requests are verified per procedure below.

- a. Requests for network configuration information or changes are accepted only from documented, authorized County contacts via e-mail, fax, or phone, and will require verification
- b. E-mail and fax requests are verified with a phone call to the documented client contact. Phone call requests must be validated with an e-mail request from a documented County contact.

3. In compliance with federally regulated Customer Proprietary Network Information rules, in contacting F.L.H.S.I. to request an add, move, or change and/or to request information on County accounts, County must provide the F.L.H.S.I. representative with any security measure implemented by F.L.H.S.I. for the benefit of County. Such security is not required to be verified for open trouble tickets related to service issues, however, any subsequent information/updates or authorization of intrusive testing related to the trouble ticket will require compliance with any security measures implemented by F.L.H.S.I., such as code words or passwords.

4. The County must contact F.L.H.S.I. Support to report service trouble or an outage. F.L.H.S.I. Support will provide network monitoring seven (7) days per week; twenty-four (24) hours per day; three hundred sixty-five (365) days per year. F.L.H.S.I. technical support provides support for network monitoring, trouble ticket resolution, and fault isolation up to the termination point of F.L.H.S.I. provided equipment. F.L.H.S.I. shall restore, repair, or replace all customer premise equipment ("C.P.E.") and Ethernet service within two (2) hours.

5. F.L.H.S.I. support will accept trouble and outage related support emails or calls from any County representative. Requests for service changes or information are accepted from any Authorized Contact per conditions and procedures as described in this Agreement. F.L.H.S.I. will not perform any requested activity which may cause Service disruption or perform any changes to Service unless the request is initiated by an Authorized Contact and following verification that the County's requested activity may cause Service disruption. F.L.H.S.I. reserves the right to delay response on support tickets opened by anyone other than the Authorized Contact. Communication between the County and F.L.H.S.I. not initiated by an Authorized Contact will not be subject to Service Agreement remedies. All communications with the County will be in the English language.

6. F.L.H.S.I. Technical Support is not responsible for providing support services for issues not directly related to Services provided under this Agreement. This includes, but is not limited to, the County's operating systems, County's equipment, or Customer application support, unless the services provided by F.L.H.S.I. cause problems with those systems or equipment. The County relies on the expertise of F.L.H.S.I. to ensure its services will not cause problems or disruption to the existing operating systems, applications, or equipment of the County.

7. At the County's request, F.L.H.S.I. will provide basic monitoring of service availability and utilization. Utilization reporting may require Simple Network Management Protocol ("S.N.M.P.") access to Equipment from a F.L.H.S.I. designated IP subnet. Availability monitoring and reporting requires Internet Control Message Protocol ("I.C.M.P.") access to Equipment from a F.L.H.S.I. designated IP subnet. F.L.H.S.I. will provide e-mail notification of Service availability issues. F.L.H.S.I. will provide 24 x 7 response to the County or NOC initiated alarms for Service availability issues.

8. F.L.H.S.I. will notify the County of a service outage via e-mail notification Services. F.L.H.S.I. will monitor connections to the IP addresses of the County's routers. An outage is defined as any fifteen (15) consecutive minutes where the connection is unavailable. If an outage is determined, F.L.H.S.I. will generate an e-mail notification to the County, and up to two (2) corresponding e-mail addresses.

4.0 TERM:

Except for the Library Services component, the term of this Agreement shall be for two (2) years and nine (9) months, from October 1, 2021, to June 30, 2024. The Library Services component, as described in R.F.P. P-7-21-11, shall be for three (3) years from July 1, 2021, to June 30, 2024. All sites will have concurrent Agreement dates with no penalties for disconnects or removal of the services outlined herein during the Agreement period. The different commencement dates are necessary in order to synchronize services to Library Services and the general County requirements.

The County shall have the option to extend this Agreement up to three (3) additional one (1) year terms upon mutual agreement of the parties.

5.0 PAYMENTS:

F.L.H.S.I. and the County mutually agree that F.L.H.S.I. shall be compensated in accordance with the proposed compensation in F.L.H.S.I.'s proposal in response to R.F.P. P7-21-11, Attachment 2. The County shall not be responsible for any costs except as specifically set forth in this Agreement.

Billing, where applicable, shall be in compliance with all E-Rate and/or U.S.A.C. requirements. All payments will be made in compliance with the Local Government Prompt Payment Act, Sections 218.70 to 218.80, Florida Statutes, as may be amended.

6.0. FEDERAL TAX ID NUMBER:

F.L.H.S.I. shall provide the County with its Federal Tax ID number.

7.0 TERMINATION; REDUCTION IN SERVICES; EXTENSIONS OF TIME:

1. The Services as provided for herein may be terminated, with or without cause, if such action is in the County's best interest. In such an event, the County will notify F.L.H.S.I. in writing thirty (30) days in advance of the effective date of the termination. Upon such termination, F.L.H.S.I. shall only be entitled to compensation for any work performed up until the time the notice was issued.

2. The Services as provided herein may be reduced, with or without cause, if such action is in the County's best interest. If services are reduced, F.L.H.S.I. shall be entitled to compensation for work completed up until the date the notice was issued for the reduced services, and the parties shall negotiate, in good faith, a reduction in the remainder owed based on the pro rata reduction in services.

3. If either party fails or refuses to perform any of the provisions of this Agreement, or otherwise fails to timely satisfy the provisions of this Agreement, either party shall notify the other party in writing of the nature of the party's failure to perform and advise the nonperforming party that it has ten (10) calendar days within which to cure the failure to perform and, if not cured, the Agreement may be terminated at the end of that ten (10) day period. The aggrieved party shall have the option to terminate the Agreement or such part of the agreement as to which there has been delay or a failure to properly perform at the end of the ten (10) day cure period, if failure to perform has not been cured, by providing the nonperforming party with written notice of the option it has chosen. Any work completed or services provided prior to the date of termination shall, at the option of the County, become the property of the County. The County is only responsible for payment for work completed or services provided prior to the effective date of termination.

4. Billings upon Termination: Upon termination of this Agreement, F.L.H.S.I. shall submit its final bill for all work completed as of the effective date of the termination within thirty (30) calendar days of the effective termination date. The County shall not be responsible for payment of any invoices/bills submitted by F.L.H.S.I. for any billing submitted after that date.

5. Written notices under this section shall be provided as set forth in paragraph 12 ("NOTICE").

6. F.L.H.S.I. shall complete the task(s) assigned in a workmanlike and

efficient manner by the deadline(s) established by the County. If F.L.H.S.I. requires a time extension, such a request must be made in writing and identify the number of days being requested. The County shall not unreasonably withhold granting extensions of time in situations where F.L.H.S.I. is requesting an extension due to delays beyond its control, such as: (1) F.L.H.S.I. not being provided necessary information from the County to complete a task when such a request for information has been sent in writing to the County; (2) F.L.H.S.I. being denied access or authorization from the County to install the services contemplated by this Agreement; or, (3) F.L.H.S.I. being denied access to necessary information from previous service providers, after such information has been requested in writing from the County and the previous service provider(s).

8.0 INDEMNIFICATION:

F.L.H.S.I. agrees that it will fully indemnify and hold the County harmless from any and all liability, claims, damages, losses, expenses (including attorney fees), proceedings and causes of action of every kind and nature arising out of or connected with the performance of any service, programs, duty or obligation herein set forth or with the use, occupation, management, or control of any vehicle or facility herein provided for or any improvement thereto or any furniture, furnishings, equipment, and fixtures used in connection with said vehicle or facility. F.L.H.S.I. agrees to indemnify County and pay the cost of the County legal defense, including reasonable fees of attorneys as may be selected by the County, for all claims described in the above hold-harmless clause. Such payment on behalf of County shall be in addition to any and all other legal remedies available to the County. F.L.H.S.I. agrees that it will satisfy, pay and discharge any and all judgments that may be entered against the County in such action or proceedings. The parties agree that specific consideration has been paid for this hold harmless indemnification provision.

The County's indemnity and liability obligations hereunder shall be subject to the County's common law right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of the County's sovereign immunity.

9.0 INSURANCE:

1. F.L.H.S.I., at its own expense, shall keep in force and at all times maintain the following policies of insurance during the term of this Agreement:

- a. General Liability Insurance: General Liability Insurance issued by responsible insurance companies in a form acceptable to the County, with combined single limits of not less than One Million Dollars (\$1,000,000) for Personal Injury, Bodily Injury and Property Damage per occurrence.

- b. **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.
- c. **Automobile Liability:** F.L.H.S.I. shall obtain automobile insurance, including coverage for bodily injury and property damage, for all owned, hired, rented, or other non-owned automobiles used during the course and scope of this Agreement with limits of not less than \$1,000,000 combined single limit per accident.

2. F.L.H.S.I. shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County is an additional insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida. Certificate(s) of Insurance must be provided to the County within ten (10) days of the execution of the agreement.

10.0 PERFORMANCE BOND:

This Agreement will not become binding upon the parties until the Brevard County Information Technology Department ("Brevard County I.T.D.") receives a fully executed Performance Bond from F.L.H.S.I. on a form provided by the County, or in the form of a cashier's check, in the amount of \$100,000 for the purposes of fully implementing and installing voice services in accordance with the work schedule outlined in R.F.P. P-7-21-11.

The Performance Bond shall be executed by a surety authorized to do business in the State of Florida.

It shall be considered a default under the bond if F.L.H.S.I. fails to complete the work in accordance with the agreed upon work schedule. Absent the County receiving written notice in accordance with Section 11.16 herein or issuing a written time extension, the County reserves the right to notify the Surety of record and shall be entitled to complete any outstanding work pertaining to the implementation and installation of voice services that F.L.H.S.I. fails to finish in accordance with the work schedule. F.L.H.S.I. shall be responsible for any and all costs, including attorney's fees, incurred by the County in calling the bond.

The bond or check will be returned to F.L.H.S.I. upon successful inspection and acceptance of the voice services by Brevard County I.T.D.

11.0 General Terms

11.1 MODIFICATIONS TO AGREEMENT:

This Agreement, together with any attachments, task assignments, and/or schedules constitute the entire agreement between F.L.H.S.I. and the County and supersedes all prior written or oral understandings. This Agreement and any attachments, task assignments, and schedules may only be amended, supplemented, or canceled by a written instrument duly executed by the parties hereto. The parties acknowledge that they fully reviewed this Agreement and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of the Agreement.

11.2 SEVERABILITY:

In the event any provision of the Agreement is declared or determined to be unlawful, invalid, or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the Agreement. Each provision of the Agreement is deemed to be separate and severable from each other provision.

11.3 CANCELLATION:

F.L.H.S.I. shall deliver all records relating to this Agreement to the County within thirty (30) days of the date of termination or cancellation of this Agreement.

11.4 ATTORNEY'S FEES:

In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.

11.5 GOVERNING LAW:

This agreement shall be governed, interpreted and construed according to the laws of the State of Florida and code of ordinances of Brevard County

11.6 VENUE:

Venue for any legal action brought by any party to this agreement to interpret, construe or enforce this agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and ANY TRIAL SHALL BE NON-JURY.

11.7 ASSIGNMENT, TRANSFER OF INTEREST, DELEGATION:

There shall be no assignment/transfer of interests or delegation of FLSHI rights, duties, or responsibilities under this Agreement without the prior written consent of the County. No such consent shall be construed as making the County a party to such subcontract, or subjecting the County to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve F.L.H.S.I. of any liability and obligation under this Agreement.

11.8 RIGHT TO AUDIT RECORDS:

The County and its auditors shall be entitled to audit the books and records of F.L.H.S.I. to the extent that such books and records relate to the performance of this agreement. Said records shall be made available, upon request, for audit purposes to the County and its auditors. Such books and records shall be maintained by F.L.H.S.I. for a minimum period of five (5) years from the date of final payment under this Agreement.

11.9 UNAUTHORIZED ALIEN WORKERS:

The County will not intentionally award publicly-funded contracts to any entity who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider F.L.H.S.I.'s intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

11.10 EMPLOYMENT:

F.L.H.S.I. shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this Agreement without written consent from the County.

11.11 PUBLIC ENTITY CRIMES:

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 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 service provider, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the

threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

11.12 REGULATORY REQUIREMENTS:

F.L.H.S.I. shall comply with all Federal, State, and local laws, rules, and licensing and regulatory requirements (including permits) for the provision of services under this Agreement, which will specifically include, but is not limited to, any requirements for the performance of work in order for the County to receive reimbursement under the FCC Form 470 Application.

11.13 EQUAL EMPLOYMENT OPPORTUNITY:

In connection with the execution of this Agreement, F.L.H.S.I. shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. F.L.H.S.I. shall take affirmative action to ensure that applicants are hired and employees are treated without regard to their race, color, religion, sex, age, or national origin. F.L.H.S.I. must ensure that affirmative action policies are being applied to 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. F.L.H.S.I. agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

11.14 CONSTRUCTION OF AGREEMENT:

The parties hereby acknowledge that they have fully reviewed this Agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

11.15 PUBLIC RECORDS:

Both parties understand that the County is subject to the provisions of the Florida Public Records Law, Chapter 119, Florida Statutes, and other applicable provisions of Florida Statutes. F.L.H.S.I. agrees and understands that Florida has broad public records laws, and that any written communication regarding this Agreement is subject to public records disclosure upon request, unless otherwise exempt or confidential under Florida law. 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.” (see Section 119.011(12), Florida Statutes).

Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Agreement must be made directly to the County. F.L.H.S.I. shall direct individuals requesting public records to the public records custodian listed below. If the County does not possess the requested records, the County will immediately notify F.L.H.S.I. of the request and, if F.L.H.S.I. possesses the records, F.L.H.S.I. shall provide the records to the County, or allow the records to be inspected or copied within twenty-four (24) hours (not including weekends and legal holidays) of the request so the County can comply with the requirements of Section 119.07, Florida Statutes. F.L.H.S.I. may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order A.O.-47, incorporated by this reference. A copy of A.O.-47 is available upon request from the County’s public records custodian designated below.

If the information provided by F.L.H.S.I. do not fall under a specific statutory exemption, said information is subject to disclosure. It is F.L.H.S.I.’s duty to identify the information which it deems is exempt or confidential under Florida and/or federal law, and to specifically identify the statute, by number, that exempts said information. Should Contractor fail to provide the public records, within Contractor’s possession and control, to County within a reasonable time, Contractor may be subject to penalties under section 119.10, Florida Statutes, including civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. The Contractor’s failure to comply with public records requests is considered a material breach of this Contract and grounds for termination.

Should the County face any kind of legal action to require or enforce inspection or production of any records provided by F.L.H.S.I. to the County which F.L.H.S.I. maintains are exempt or confidential from such inspection/production as a public record, then F.L.H.S.I. shall hire and compensate attorney(s) who shall represent the interest of the County, as well as F.L.H.S.I., in defending such action. F.L.H.S.I. shall also pay any costs to defend such action and shall pay any costs and attorney’s fees which may be awarded pursuant to Section 119.12, Florida Statutes.

IF F.L.H.S.I. HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO F.L.H.S.I.’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE BREVARD

COUNTY INFORMATION TECHNOLOGY DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS: Jeff McKnight, Information Technology Department Director, 2725 Judge Fran Jamieson Way, Viera, Florida, jeff.mcknight@brevardfl.gov, 321 617 7395.

11.16. FORCE MAJEURE:

Any delay in the performance by either party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such party, including, without limitation, any act of God; any pandemic/epidemic, and associated quarantine(s); any fire, flood, or weather conditions; any computer virus; any earthquake; any act of a public enemy, war insurrection, riot, explosion, or strike; provided, that written notice thereof must be given by such party to the other within thirty (30) days after occurrence of such cause or event.

11.17 E-VERIFY:

1. The County will not intentionally award a publicly-funded contract to a contractor who knowingly employs unauthorized alien workers, which constitutes a violation of the employment provisions contained in 8 U.S.C. § 1324a.
2. F.L.H.S.I. shall register with and use the Department of Homeland Security's E-Verify System ("E-Verify System") to verify the work authorization status of all newly hired employees during the term of this Agreement. The F.L.H.S.I. shall provide acceptable evidence of its enrollment in the E-Verify System, such as a copy of the fully executed E-Verify Memorandum of Understanding for the business, at the time of execution of this Agreement.
3. F.L.H.S.I. shall expressly require any subcontractor to provide an affidavit stating that the subcontractor utilizes the E-Verify System, and does not employ, contract with, or subcontract with an unauthorized alien. F.L.H.S.I. is responsible for ensuring a subcontractor adheres to all federal and State employment eligibility requirements. F.L.H.S.I. shall maintain a copy of such affidavit for the duration of the Agreement and, upon request, must provide it to the County.
4. The County shall terminate this Agreement if it has good faith belief that F.L.H.S.I. has knowingly violated Section 448.09(1), Florida Statutes.
5. The County shall have available to it any remedies outlined in Section 448.095, Florida Statutes, and otherwise authorized by law or in equity, including immediate termination of this Agreement.

6. F.L.H.S.I. may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify System, a person who is not eligible for employment is hired or employed.
7. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

11.18 FEMA PROVISIONS:

The FEMA provisions attached in Addendum A are incorporated herein by this reference.

11.19 INDEPENDENT CONTRACTOR:

The County contracts for the services of F.L.H.S.I. as an independent contractor, and not as an employee. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties. Neither party shall have the authority to enter into any agreement of any kind on behalf of the other, or to bind or obligate the other to any third party.

11.20 SCRUTINIZED COMPANIES:

F.L.H.S.I. certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the County may immediately terminate this Agreement at its sole option if F.L.H.S.I. or its subcontractors are found to have submitted a false certification; or if F.L.H.S.I., or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the term of this Agreement.

If this Agreement is for more than one million dollars, F.L.H.S.I. further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.

Pursuant to Section 287.135, Florida Statutes, the County may immediately terminate this Agreement at its sole option if F.L.H.S.I., its affiliates, or its subcontractors are found to have submitted a false certification; or if F.L.H.S.I., its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

F.L.H.S.I. agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

11.21 NON-DISCRIMINATION:

F.L.H.S.I. agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, sexual orientation, gender identity, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfers; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

11.22 WAIVER:

No waiver by the County of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach, or any other provision or enforcement thereof. The County's consent to, or approval of, any act by F.L.H.S.I. requiring consent or approval shall not be deemed to render unnecessary the obtaining of County's consent to or approval of any subsequent act by F.L.H.S.I. requiring consent or approval, whether or not similar to the act so consented to or approved.

11.23 COMPLIANCE WITH LAWS:

F.L.H.S.I., its employees, subcontractors, or assigns, shall comply with all applicable federal, State, and local laws and regulations relating to the performance of this Agreement.

11.24 TAXES:

The County is exempt from certain taxes, including sales tax. F.L.H.S.I. understands and agrees to pay any applicable taxes required under this Agreement for which the County is exempt.

11.25 CONFLICT OF INTEREST:

This Agreement is subject to provisions of State and local law. F.L.H.S.I. must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in F.L.H.S.I., or any of its branches. Should F.L.H.S.I. permanently or temporarily hire any County employee who is, or has been, directly involved with F.L.H.S.I. prior to or during performance of this Agreement, the Agreement shall be subject to immediate termination by the County.

11.26 PATENTS AND ROYALTIES:

Unless otherwise provided, F.L.H.S.I. shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement.

F.L.H.S.I., without exception, shall indemnify and hold harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by F.L.H.S.I. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to F.L.H.S.I. If such a claim is made, F.L.H.S.I. shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product.

If none of the alternatives are reasonably available, the County agrees to return the article on request to F.L.H.S.I. and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

12.0 NOTICE:

Notice under this Agreement shall be given to the County by mailing written notice, postage prepaid as follows:

Jeff McKnight
Brevard County Government Center
2725 Judge Fran Jamieson Way
Building C, Room 203
Viera, Florida 32940

Notice to F.L.H.S.I. shall be by mailing written notice, postage prepaid as follows:

Florida High Speed Internet
1311 Bedford Drive
Melbourne, Florida 32940

13.0 COUNTERPARTS

This Agreement may be executed in counterparts all of which, when taken together, shall constitute one and the same Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the last date written below by their representatives, fully authorized by all required action to sign on behalf of and to bind that party to the obligations herein.

ATTEST:

Rachel Sadoff, Clerk

Reviewed for legal form and content
for Brevard County, Florida

Alex G. [Signature] 7/9/21
Assistant County Attorney

BREVARD COUNTY, FLORIDA

By: [Signature] 8/4/21
Rita Pritchett, Chair Date

WITNESS

Signature

Date

Christopher J. Coleman
Name

BREVARD WIRELESS, INC., d.b.a.
FLORIDA HIGH SPEED INTERNET

By: [Signature]
Scott A. Carullo, President Date

**ADDENDUM A
FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
CONTRACT REQUIREMENTS**

For purposes of this Addendum, the term Consultant shall be defined to include F.L.H.S.I. During the performance of this Contract, the Consultant agrees as follows:

1. The consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The consultant agrees to post in conspicuous places, available to all employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
2. The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.
3. The consultant 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 worker's representatives of the consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.
5. The consultant 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 its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the consultant's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The consultant 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 consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the consultant may request the United States to enter into such litigation to protect the interests of the United States."
8. Clean Air Act and the Federal Water Pollution Control Act: (For all contracts in excess of \$150,000.

Clean Air Act -

- i. The consultant 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.
- ii. The consultant agrees to report each violation to the Brevard County Facilities Department and understands that the Brevard County Facilities Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional office.
- iii. The consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act -

- i. The consultant agrees to comply with applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii. The consultant agrees to report each violation to the Brevard County Facilities Department and understands and agrees that the Brevard County Facilities Department will, in turn, report each violation to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

9. Suspension and Debarment:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the consultant is required to verify that none of the consultant, 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).
- ii. The consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by Brevard County Facilities Department. If it is later determined that the consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Federal Emergency Management Agency and Brevard County Facilities Department, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

10. Byrd Anti-Lobbying Amendment, 31 U.S.C. . § 1352 (as amended):

Consultants 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 or a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

11. Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000). The Consultant certifies, to the best of his or her knowledge, that:

- i. 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.
- ii. 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.
- iii. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

12. Procurement of Recovered Materials:

In the performance of this contract, the consultant 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 at a reasonable price.
- iii. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

13. Additional FEMA Requirements:

A. Access to Records:

- i. The consultant agrees to provide Brevard County Facilities Department, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers and records of the consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- ii. The consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The consultant agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

B. DHS (Department of Homeland Security) Seal, Logo and Flags:

The consultant shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

C. Compliance with Federal Law, Regulations and Executive Orders:

The consultant acknowledges that FEMA financial assistance will be used to fund the contract only. The consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.


D. No Obligation by Federal Government:

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

E. Fraud and False or Fraudulent or Related Acts:

The consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the consultant's actions pertaining to this contract.

Attachment 1 - R.F.P. P-7-21-11

SUBMIT SEALED PROPOSAL TO: BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940				REQUEST FOR PROPOSAL Proposal Acknowledgment	
PROCUREMENT ANALYST: Stephanie Reynolds Stephanie.Reynolds@brevardfl.gov		(321) 617-7390 Ext. 5-9336		AN EQUAL OPPORTUNITY EMPLOYER	
FLORIDA TAX EXEMPT #85-8012621749C-1 FEDERAL TAX EXEMPT #59-6000523					
PROPOSAL SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or DemandStar® website and VendorLink.					
RELEASE DATE: February 4, 2021		PROPOSAL TITLE: Voice and Data Network Services		PROPOSAL NUMBER: P-7-21-11	
PROPOSAL OPENING DATE AND TIME: March 3, 2021 @ 2:00pm				PROPOSAL RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED	
PRE-PROPOSAL DATE, TIME, AND LOCATION: None Scheduled					

▼ CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM ▼

LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS: 		FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN): 	
TELEPHONE NUMBER/TOLL-FREE NUMBER: ()		If returning as a "no proposal," state reason: 	
I certify that this proposal is made without prior understanding, Contract, or connections with any corporation, Contractor or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the Contractor. In submitting a proposal to the County of Brevard, the Contractor offers and agrees that if the proposal is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.		The Contractor acknowledges that information provided in this RFP is true and correct. X _____ AUTHORIZED SIGNATURE (MANUAL) _____ NAME (PRINTED/TYPED) _____ TITLE _____ DATE _____	

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR PROPOSAL

Sworn to and subscribed before me this _____ day of _____ 20____.

Personally known: ☐

Or produced identification: ☐ Type of ID: _____

SIGNATURE OF NOTARY PUBLIC

STATE

NAME OF NOTARY PUBLIC (PRINTED)

My commission expires: _____



BOND DATA

CONTRACTOR MUST PROVIDE:

Yes ☐ No ☒ BID BOND
 Yes ☒ No ☐ PERFORMANCE BOND
 Yes ☐ No ☒ LABOR, MATERIAL, PERFORMANCE BOND

BID BOND

PERFORMANCE BOND

LABOR, MATERIAL, PERFORMANCE BOND

AMOUNT:

\$100,000 During Installation Phase for Voice Services

In cases where the amount of a surety bond exceeds \$500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
\$ 1,000,000	I	\$ 25,000,000	V
\$ 2,000,000	II	\$ 50,000,000	VI
\$ 5,000,000	III	\$ 100,000,000	VII
\$ 10,000,000	IV		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE.

ALL FIRST TIME CONTRACTORS MUST SUBMIT A CURRENT W-9 FORM.

GENERAL CONDITIONS, TERMS, AND PROVISIONS

1. DEFINITIONS:

- a. **COUNTY** - The term "COUNTY" herein refers to the County of Brevard, Florida, and its duly authorized representatives.
- b. **CONTRACTOR** - The term "CONTRACTOR" used herein refers to the dealer/ manufacturer/business organization submitting a Proposal to the County in response to this solicitation or any organization that will be awarded a contract pursuant to the terms, conditions and quotations of the Proposal.
- c. **USING AGENCY** - The term "USING AGENCY" used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.
- d. **HEAVY DUTY** - The item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.
- e. **QUALIFIED CONTRACTOR** - The best Contractor who has the capability in all respects to fully perform the Proposal requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the Contractor or its subcontractors' past performance for the Board, and any other information required by Board policies.
- f. **RESPONSIVE CONTRACTOR** - A Contractor who has submitted a bid or proposal, which conforms in all respects to the requirements of the solicitation, including, but not limited to, submission of the bid or proposal on required forms with all required information, signatures, and notarizations at the place and time specified.
- g. **DUE CAUSE** - An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

2. **SUBMISSION OF PROPOSALS:** All Proposals shall be submitted in a sealed envelope. The Proposal number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Proposal to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the Contractor. Any Proposals received in Purchasing after the specified date and time will not be accepted. An original and number of copies indicated of the Proposal must be submitted unless otherwise noted.

3. **EXECUTION OF PROPOSAL:** Proposal must contain a manual signature of authorized representative in the space(s) provided. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any Proposal entry must be initialed. The company and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.

4. **PROPOSAL OPENING:** Proposal opening shall be public on the date and time specified. Sealed proposals received by an agency pursuant to requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after Proposal or proposal opening, whichever is earlier in accordance with Florida Statute 119.071(1) (b) 2. The names of the Contractors submitting a competitive solicitation will be read aloud at the time of the opening. No details of the competitive solicitation

will be released. Proposal must be submitted on forms provided by the County. No other forms will be accepted. Telephone and telegraph Proposals will not be considered. No Proposal may be modified after opening. No Proposal may be withdrawn after opening for a period of thirty (30) days unless otherwise specified.

5. **PROPOSAL TABULATIONS:** Proposal tabulations are posted to: www.demandstar.com and VendorLink.
6. **CLARIFICATION/CORRECTION OF PROPOSAL ENTRY:** The County reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.
7. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any Contractor. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940, or emailed to the attention of the applicable Purchasing Agent. To be given consideration, such requests must be received at least five (5) business days prior to the date fixed for the opening of the Proposal. Any and all such interpretation and supplemental instructions will be in the form of a written addendum, which will ONLY be posted to www.demandstar.com and www.myvendorlink.com. Failure of any Contractor to receive any such addendum or interpretation shall not relieve said Proposer from any obligation under his Proposal as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful Contractor received a copy of such addendum, it being understood that all Contractors are responsible to verify that they have received any such addenda prior to submitting their Proposal.
8. **EEO STATEMENT:** Contractors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.
9. **PRICING:** Contractor prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for term of the contract unless a change is authorized by the County. The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Board of County Commissioners.
10. **ADDITIONAL TERMS & CONDITIONS:** The County reserves the right to reject Proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.
11. **TAXES:** The County is exempt from Federal Excise Taxes and all sales taxes.
12. **DISCOUNTS:** All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Proposal evaluation purposes.
13. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The Contractor represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The Contractor shall be responsible for performing the work necessary to meet County standards in a safe, neat, good and workmanlike manner.
14. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be

acceptable. Contractors offering "equal" products will be considered for award if such products are clearly identified in the Proposal and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the Contractor clearly indicates in his Proposal that the Contractor is offering an "equal" product, the Contractor shall be considered as offering the same brand name product referenced in the specifications. If the Contractor proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of Proposals and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Contractor. Purchasing Services is not responsible for locating or securing any information, which is not identified in the Proposal and reasonably available to Purchasing Services. To ensure that sufficient information is available the Contractor shall furnish as a part of the Proposal, or prior to RFP opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Contractor proposes to furnish and what the County would be binding itself to purchase by making an award.

15. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
16. **ASSIGNMENT:** Any purchase order issued pursuant to this Proposal and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.
17. **INDEMNIFICATION:** The successful Contractor agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor or any of their employees, or arises from a job-related injury. The successful Contractor acknowledges adequate consideration for this indemnification provision.
18. **PATENTS AND ROYALTIES:** The Contractor, without exception shall indemnify and save harmless the County and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.
19. **TRAINING:** If specified, Contractor(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this Proposal.
20. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items not delivered as per delivery date in Proposal and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor. Any violations of these stipulations may also result in the Contractor name being removed from the Proposal list and the Contractor disqualified from doing business with the County.
21. **SAFETY WARRANTY:** The selling dealer, distributor, Contractor, and manufacturer shall be responsible for having complied with all Federal,

State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

22. **WARRANTY:** The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this Proposal shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this Proposal.
23. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; to reject any and all Proposals or waive any minor irregularity or technicality in Proposals received. Contractors are cautioned to make no assumptions unless their Proposal has been evaluated as being responsive and qualified. All awards made as a result of this Proposal shall conform to applicable ordinances of the County. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. The County reserves the right to cancel an awarded Proposal upon due cause, i.e. Contractor misrepresentation, Contractor negligence, non-performance, etc. via written notice.
24. **Unless otherwise noted in the Proposal document, Contractors shall submit one Proposal only.**
25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State Statutes and County Ordinances. All Contractors must disclose with their Proposal the name of any officer, director, or agent who is also an employee of Brevard County. Further, all Contractors must disclose the name of any County employee who owns, directly or indirectly, any interest in the Contractor's firm or any of its branches.
26. **PURCHASING CONTRACTS WITH OTHER GOVERNMENT ENTITIES:** Brevard County permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded Contractor(s).
27. **DRUG-FREE WORKPLACE:** Whenever two or more proposals which are equal with respect to price, quality, and service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has implemented a drug free workplace program (per Florida Statutes Section 287.087) shall be given preference in the award process.
28. **LOBBYING STATEMENT:** All Contractors are hereby placed on notice the County Commission and staff shall not be contacted about this Proposal. Contractors and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the RFP; and written correspondence in regard to Proposals may be submitted to the Purchasing Manager. Each Proposal will have one purchasing staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify Contractor from consideration of award.
29. **PUBLIC ENTITY CRIMES:** All Contractors are hereby placed on notice that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction repair of a public building or public work, may not submit proposals 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 a public entity, and may not transact business with any public

entity in excess of the threshold amount provided in 287.017 Fla. Stat. for CATEGORY TWO (currently \$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

30. **DISCRIMINATORY VENDOR LIST:** An Contractor placed on the Discriminatory Vendor List shall not submit a proposal for a contract to provide goods or services to a public entity, shall not submit a proposal on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit proposals for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.

31. **SCRUTINIZED COMPANIES:** Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

32. **LICENSES, CERTIFICATIONS, AND PERMITS:** The successful Contractor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low Contractor will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing Regulation & Enforcement (LR&E) office is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County LR&E office at (321) 633-2058, option 0, for any questions.
33. The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful Contractor is responsible for obtaining all permits necessary to construct the project. The County does not exempt itself from permitting requirements. The County shall pay all Brevard County permit, inspection and impact fees required for the project

or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.

34. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Proposal's total offer will be adjusted accordingly.
35. **CANCELLATION AND REINSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this Proposal award, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in the Proposal to maintain continuous coverage during the life of the award.
36. **INCURRED COST:** The County is not liable for any cost incurred by any Contractor prior to an award. Costs for developing a response to this RFP are entirely the obligation of the Contractor and shall not be chargeable in any manner to the County.
37. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other Contract by which an interest is retained by the seller.
38. **SUBCONTRACTORS:** The Contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.
39. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications, which are in writing from an authorized County representative, may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the company.
40. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida; or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.
41. **ADDITION, DELETION OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this Contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the Contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the Contractor, and the contract manager upon completion of such portion.
42. **OPERATION DURING DISPUTE:** In the event the County has not canceled the Contract in accordance with the terms of the Contract, and there remains a dispute between the proposer and the County, the Contractor agrees to continue to operate and perform under the terms of the Contract while such dispute is pending, and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.
43. **CONTRACT TERMINATION:** The Contract resulting from this Proposal shall commence upon issuance and acceptance of the fully executed Contract. The County user agency shall issue orders against the Contract on an as needed basis. The Contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the Contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded

Contractor shall be paid for services performed through the date of termination.

44. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Fla. Stat., persons with disabilities needing special accommodations to participate should contact the ADA Coordinator at (321) 633-2017 or by email at Brian.Breslin@BrevardFL.gov, and must be made no later than 48 hours prior to the public meeting/hearing in order to provide the requested service.
45. **CONTRACTOR RESPONSIBILITIES:** A Contractor, by submitting a Proposal, certifies that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the Contractor shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this Contract.
46. **SUPERVISION OF CONTRACT PERFORMANCE:** The Contractor's performance of the Contract will be monitored by the contract manager. The Contractor shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the Contractor, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by the contract. If the Contractor does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.
47. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed. The sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the proposal. The contract manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the Contractor and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.
48. **GREEN PROCUREMENT POLICY:** The Board of County Commissioners approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP produces encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.
49. **MONITORING OF WORK:** The Contractor shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The Contractor shall designate, in writing, a person to serve as liaison between the proposer and the County.
50. **PROMPT PAYMENT:** For payment promptness, the County shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.70, Fla. Stat., et seq. The County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this bid will be subject to Billing Instructions and Conditions on the back of the County Purchase Order form. Contractors may offer cash discounts for prompt payment but they

will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.

51. **RIGHT TO AUDIT RECORDS:** In performance of this Contract, the Contractor shall keep books, records, and accounts of all activities related to the Contract, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with the Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the Contractor for a period of three (3) years after termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes.

52. **UNAUTHORIZED ALIEN WORKERS:** The County will not accept bids from Contractors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. **If the County is unable to electronically verify the lowest responsive responsible Contractor participates in the E-Verify Program; the lowest responsive responsible CONTRACTOR SHALL be required to submit a copy of the fully executed E-Verify Memorandum of Understanding before the County will enter into contract or issue notice to proceed with Contractor.**

53. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Fla. Stat. and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the Contractor's duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.

Should any person or entity make a public request of the County—which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential—it shall be the Contractor's obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will be able to comply with the requirements of 119.07(1)(e) and (f), Fla. Stat.

Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to 119.12, Fla. Stat.

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any proposal does not affect this right.

54. **REFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN, OR PRODUCED IN FLORIDA:** In accordance with 287.082, Fla. Stat., whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within this State, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this State shall be given preference.
55. **COUNTY SEAL:** Use of the County Seal without the express approval of the Board of County Commissioners is a violation of 165.043, Fla. Stat. punishable as a misdemeanor.
56. **TIE BIDS:** Award of all ties shall be made by the Purchasing Manager in accordance with State Statutes, which allows a Contractor certified as a Drug-Free Workplace to have precedence. When evaluation of Contractor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more Contractors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):
- a. For tie bids, quotations or proposals, priority shall be given to the Contractor certifying that the company is a Drug-Free Workplace as defined within 287.087, Fla. Stat.;
 - b. Should a tie still exist, in the case of proposals only, priority shall be given until the tie is broken, to the Contractor with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;
 - c. In the event that a tie still exists after progressing through both options listed above, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected Contractors if they elect to be present.
57. **CONTRACTOR COMPLAINTS AND DISPUTES:** The County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:
- a. **POSTING OF AWARD NOTICES**
FORMAL SEALED PROPOSALS: No later than three (3) business days after the selection committee recommendations are finalized, the Purchasing Manager or his designee shall post the selection committee's rankings and recommended award.
 - b. **PROCEEDINGS**

Any contractor who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

The formal written protest shall reference the proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought.

Within seven (7) calendar days of receipt of the formal written protest, the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a Hearing Coordinator and the County Attorney or designee may be requested to attend. The Purchasing Manager or designee shall record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

c. **STAY OF PROCUREMENTS DURING PROTESTS**

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made immediately in order to protect the public interest. Invoice disputes between an awarded Contractor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

VOICE AND DATA NETWORK SERVICES
P7-21-11
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Attachment A: Voice Service Locations
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Attachment G: Parks & Recreation Campground WiFi for Guests

VOICE AND DATA NETWORK SERVICES
P7-21-11
PROPOSAL SCHEDULE

PROPOSAL SCHEDULE

The following anticipated timeline for completion of the RFP process and implementation has been established:

IDENTIFICATION DATE

02/4/2021

RELEASE OF PROPOSAL

02/22/2021 @ 5:00 p.m.

DEADLINE FOR QUESTIONS

03/3/2021 @ 2:00 p.m.

PROPOSAL DUE DATE

Date & Time TBD

SELECTION COMMITTEE MEETING

VOICE AND DATA NETWORK SERVICES
P7-21-11
SPECIAL CONDITIONS

1. **INTRODUCTION/PURPOSE:**

The purpose of this Request for Proposals (R.F.P.) is to select qualified contractor(s) for Voice (VoIP) and Network Services for the Brevard County Board of County Commissioners (BoCC). The main objective of this R.F.P. is to ensure all County departments and applicable external agencies receive a quality product that meets their business needs at a reasonable cost. It will also ensure that new systems and applications can be supported by the County's technology infrastructure and by Information Technology Department's (I.T.D.) personnel.

This R.F.P. is separated into two different sections. The first section is for the Voice Network; the second section is for the Data Networks.

Contractors may propose solutions for both sections, individual sections, or combinations of sections. If a Contractor proposes a bundled proposal for both voice and network services, a separate proposal for each of these services must be submitted in order to be considered for a partial award. A Contractor may propose a sole solution for one section only. Finally, an "A-la-carte" network proposal is also desired by the County in order to provide services at locations that may not be accessible by competing Contractors. This pricing should be stand alone.

The selected contractor(s) will be completely responsible for ensuring that the performance of the voice network and data network meets the requirements of the County, and complies with all Federal, State, and local laws and regulations. If the existing County handsets are deemed insufficient or incompatible with the proposed contractor's system then the contractor must include, in its proposal, the handsets that meet the system requirements with the associated costs.

2. **CONTRACT PERIOD:**

Awarded contracts, other than Library Services, will be for a two-year and nine-month period with three options to extend the agreement for an additional one (1) year term upon the mutual agreement of both parties. The Library circuits and Internet, will be three-years with three option years. All sites will have concurrent contract dates with no penalties for disconnects or removal of said Contractors services during the contract period for business purposes. The period of performance for the Library Services circuits and Internet will be July 1st to June 30th annually. The period of performance for the initial period of awards for non-Library circuits will be October 1, 2021 to June 30, 2024. The Library services award will be for three-years with three options to extend the agreement for an additional one (1) year term upon the mutual agreement of both parties. This is necessary to synchronize the contract dates for the Library and the County.

3. **BACKGROUND:**

The Brevard County Voice Network:

The current telephone system is a Hosted VoIP on Spectrum's network and utilizing both fiber and copper to 157 sites. Attachment A. The servers/routers/switches are programmed and maintained by our current Contractor (Spectrum). The backend software is Broad Works/Broad Soft with Polycom VVX series telephones as the end device.

All County devices have a DID and five-digit dialing County-wide is obtained by using the last 4 digits of the DID prefixed with a leading number particular to the geographical area.

The County utilizes BP/POTS (basic phone lines/ plain old telephone lines) for fire alarms, security alarms, elevators and other programs that require this basic analog line service.

The Brevard County Data Network:

Brevard County has a length of 72 miles North to South with locations spanning nearly the full length. This request is seeking Contractor(s) to provide a Network Proposal to enable communications between all 157 sites. The requirement is for Internet Access, Metro-E, and Broadband services.

A list of locations and requisite network requirements is attached hereto as Attachment D. High availability is a requirement for Metro-E sites as noted in later requirements. Proposals must incorporate maintenance of the circuits proposed in order to be considered.

It is intended for the new system to be utilized by the following agencies: the Brevard County Board of County Commissioners, the State Attorney's Office, the Public Defender's Office, and the Office of Court Administration.

4. PROPOSAL SUBMITTAL:

Please submit **one (1) original and five hardcopies along with one (1) electronic copy on USB flash drive or CD/DVD** no later than 2:00 p.m. local time on March 3, 2021. Paper copies must be provided, but should be accompanied by an equivalent electronic PDF file. Sealed proposals must be clearly marked as follows:

"RFP # P-7-21-11, Voice and Data Network Services" and returned to:

Purchasing Services
Brevard County Government Center
2725 Judge Fran Jamieson Way, 3rd Floor, Suite C303
Viera, FL 32940

All proposals received on or before the due date and time will be opened at March 3, 2021 @ 2:00 p.m., at which time, the names of the Contractors submitting proposals will be read. No details of the proposals or the contents shall be disclosed until notice of intent to award or thirty (30) days after opening of the proposals, whichever occurs first, in accordance with Chapter 119.071 (1), Florida Statutes.

***Note:** Please ensure that if you use a third party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your proposal only to Purchasing Services on the third (3rd) floor at the above address. **Contractors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Contractor's risk. To be considered, a proposal must be accepted in Purchasing Services no later than the RFP closing date and time.** If the proposal is delivered anywhere else, it may not reach Purchasing Services in time.

5. PRE-PROPOSAL MEETING DATE AND TIME:

None Scheduled

6. INFORMATION OR CLARIFICATION:

For information concerning procedures for responding to this proposal, contact Stephanie Reynolds, Purchasing Services at 321-617-7390, or by email at stephanie.reynolds@brevardfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services. No interpretation of the meaning of the proposal, any correction of any apparent ambiguity, inconsistency or error therein, will be made by any proposer orally. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, Florida, 32940, or emailed to the attention of Stephanie Reynolds at stephanie.reynolds@brevardfl.gov. **To be given consideration, such requests must be received in writing no later than February 22, 2021 @ 5:00 p.m.** All such interpretations and supplemental instructions will be in the form of written Addenda to the Proposal.

Only the interpretation or correction so given by the Procurement Analyst in writing shall be binding. Any request for additional information should be referred to the County Office of Purchasing Services.

Any addenda will be transmitted by written addendum through Purchasing Services and posted to <http://www.demandstar.com> and [VendorLink](#). The County will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a bid to verify receipt of all documents to include written addendum.

Interviews may be conducted. Proposals will be reviewed, scored and ranked by a Selection Committee using the evaluation criteria as outlined herein, and may conduct interviews from the top ranked Contractors. The Selection Committee will make recommendations to the Board of County Commissioners, which has the sole authority to make the final determination to award, revise, or reject a contract with the "selected Contractor."

The County will not be bound by oral explanations or instructions given at any time during the competitive process or afterward.

Right to Submitting Material: All responses, inquiries or correspondence relating to or in reference to this RFP, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the Contractors will become the property of Brevard County.

Contract Negotiation: The County at its sole discretion, reserves the right to enter into contract negotiations with the #1 ranked, responsive, responsible Contractor. If the County and said Contractor cannot negotiate a successful contract, the County may terminate said negotiations and begin negotiations with the next highest ranked, responsive, responsible Contractor. This process will continue until a Contract acceptable to the County has been executed or all Proposals are rejected. No Contractor shall have any rights against the County arising from such negotiations or termination thereof.

7. PERFORMANCE BOND:

No award of contract shall be binding upon the Brevard County Board of County Commissioners until the Brevard County Information Technology Department receives a fully executed Performance Bond on a form provided by the County or in the form of a cashier's check in the amount equivalent to \$100,000 to fully implement/install according to the time schedule as agreed upon by awarded contractor and the County for Voice Services only. Bond will be returned upon acceptance of the Voice Services by Brevard County Information Technology. Note* A performance bond will not be required for equipment-only purchases.

VOICE AND DATA NETWORK SERVICES
P7-21-11
SCOPE OF SERVICES

The method and quantity of connectivity proposed for the locations listed below is required to be documented by the Contractor for each facility. The critical locations are required to have redundant and physically diverse methods of connectivity for both the voice and data networks. These locations are multi-tenant/multi building sites. **Attachment B.**

The critical locations include:

- **Detention Center (county jail)**
- **Central Reference Library (Cocoa Library)**
- **Fire Rescue Center (FRC)**
- **Emergency Operations Center (EOC)**
- **Government Center North (Titusville)**
 - **Dual fiber into this site also provides data network connectivity to the Historic Courthouse**
- **Historic Titusville Courthouse, (Titusville) (voice only)**
- **Melbourne Courthouse (MCH)**
- **Merritt Island Service Center (MISC)**
- **Brevard Government Center (Viera)**
- **Harry T and Harriett V Moore Justice Center (MJC) (voice only)**

VOICE NETWORK SYSTEM

The proposed voice communication system/network should replicate the features and operation of the existing system as closely as possible. The required functions and features for the phone system/voice network services are listed in **Attachment C**. All Contractors providing proposals for the voice communications system must complete the Functions and Features found in **Attachment C** by checking the box next to the function or feature to indicate the system meets requirements. If the system does not meet requirements, Contractor must provide an explanation or alternative solution in the available comment space. A specific reference to an attached document may be provided in the comment space. Proposals that exclude this completed document shall not be considered.

The existing Direct-In-Dial (DID) numbers of the County addressed by this R.F.P. shall be retained and migrated to the new system. The system must comply with NENA VoIP E911 Deployment and Operational Guidelines, which is incorporated herein and attached hereto as Attachment F.

Proposals for the voice communication system may consist of hosted or cloud-based solutions, customer premise equipment whereby equipment is located in County facilities, but owned and maintained by the Contractor, or County-owned and -maintained equipment. The County also recognizes that proposed solutions may be a combination of different types of voice communication and is open to proposals that present the best value. The County also recognizes that some locations may not be positioned ideally to receive network connectivity that can reliably support VoIP communications. For that reason, said locations may be omitted from this R.F.P. however an alternate solution needs to be provided for those sites. A list of locations is included as Attachment A. All Contractors shall complete Attachment A by checking the box to the left of the locations for which the proposal provides service. Any locations that are not covered in the proposal shall not be checked.

The Contractor is responsible for installation and testing of the handset and any other end device such as alarms and fax machines and troubleshooting any anomalies. It is understood the County is responsible for inside cabling should it be deemed defective. It is the Contractor's responsibility to notify the County of any defective cabling.

Contractor shall provide a "sign off" sheet to the County after each site installation is complete. This shall include account number, circuit ID and any other information required for support.

NOTE: All locations have been cabled to provide a separate jack for the HV device and a network jack for the County's network.

The Contractor for the Voice Communication System may propose handsets other than those described in the Handset section. If the winning Contractor does not propose their own handsets and/or end equipment, the handsets utilized shall be the PolyCom VVX series handsets as described in the Handset section. The Contractor for the Voice Communication System shall be responsible for the installation, configuration and testing of those handsets. Compatibility of the handsets and/or end equipment shall be the responsibility of the Contractor for the Voice Communication System. Test phones provided upon Contractor request.

The Contractor for the Voice Communication System shall be responsible for initiating and scheduling porting of all numbers to be migrated to the System. The Contractor shall schedule the "cutover" from the existing voice communication system to the new system in a seamless transition that does not present a lengthy communication outage to the end user. The Contractor will work with each department/location to determine the best time to perform the cutover. The Brevard County IT Department shall provide Letters of Authorization for the porting process.

A detailed inventory of equipment and telephone numbers for each location will be provided to the selected Contractor.

The Contractor for the Voice Communication System shall provide documentation for the new system. If the County deems the system is significantly different from the current system, then the County has the option to purchase additional training. Contractor shall provide a proposed cost for additional training.

DATA NETWORK REQUIREMENTS:

The purpose for this Request for Proposals (R.F.P.) is to solicit proposals from qualified Contractors to perform a complete Network Infrastructure upgrade for the Brevard County Board of County Commissioners (BoCC). BoCC is seeking proposals that include all elements of the design, build, install, provision and some aspects of the technical support for the wide area information network that connects all County offices.

Contractor proposals should include:

- A proposed data network for each site in **Attachment D**.
- Quotes for the purchase, test, installation, initial provisioning and maintenance of the DEMARC network equipment which are included in the proposed network design
- A specification and quote for the construction and/or lease of the layer one infrastructure (fiber, fixed wireless or alternative transport medium) that will interconnect county government sites
- A specification and quote for the operation and maintenance of the layer one infrastructure (fiber, fixed wireless or alternative transport medium)

A specification and quote for the emergency maintenance, repair or replacement of the network equipment. This can be included in the maintenance section of the equipment proposal. Proposals from a single Contractor or from multiple Contractors working as a team will be considered. The preference of BoCC is to award a single contract and to have a Contractor solution provide a single point of contact for management of DEMARC Equipment and Network Infrastructure upgrade. The preferred Contractor(s) will have qualified network security staff assigned to this project and have experience (within the last 2 years) performing network design and implementation for businesses and/or local government agencies of similar size or larger to Brevard County.

The Brevard County Library Services Department currently has an isolated network from the County. This

is primarily due to ERATE funding and the period of performance will be from July 1 to June 30th annually. This is for data networks only and does not include voice services. See **Attachment E**.

INSTALLATION AND TESTING SCHEDULE:

The Contractor(s) must provide a detailed installation schedule which includes all sites on the attachment (A, D, E) that pertains to their proposal option in their proposal package.

For other than County-owned and -maintained equipment, the system/network shall be monitored 24 hours a day, seven days a week. Availability of support shall be 24 hours a day, seven days a week through Help Desk infrastructure and online support. The Contractor shall provide a Help Desk phone number that is available 24/7 for said support and it will be an Enterprise support help desk group.

If these support requirements are not met, a monetary reimbursement shall be issued by said Contractor for each hour past the agreed time that a site's network is down. This shall appear on the next month's invoice from said Contractor.

The proposed solution shall offer disaster recovery options in case of host system destruction due to a catastrophic event. This solution shall be detailed and included in the proposal.

Network – Voice and Data

The intent of this R.F.P. is to provide reliable and efficient voice communications and data network to Brevard County. It is incumbent upon the Contractor to be fully responsible for the quality of voice communications.

Handsets:

The Brevard County IT Department has tested several handsets for functionality and features and found the Polycom handsets to be the best value for our requirements. Specifically, the Polycom VVX 101, 300, 411 and 500s are currently used. The Polycom Soundstation IP 6000 is used in conference rooms.

If the Contractor proposes a voice communication system whereby handsets other than the Polycom products are used, the Contractor shall provide pricing for the selected handsets in their proposal. There shall be an option to purchase additional individual handsets for the entire contract period at the awarded price of each handset. The selected Contractor shall coordinate the delivery of handsets with the Brevard County IT Department based on the installation schedule.

If a situation arises wherein more handsets are required than defined in this R.F.P., Brevard County will purchase the handsets or services on an individual basis based upon the awarded price.

All end user equipment shall have a warranty of at least one year from date of purchase that provides for the full replacement of the device at no charge to the County to include any shipping charges. The failed unit may be returned to the Contractor at the expense of the Contractor.

TECHNICAL SUPPORT/MACD/BILLING

A dedicated representative who is the Single Point of Contact shall be provided by the Contractor for the duration of this contract. This person shall have the ability to provide support for MACD requests, billing and technical support escalation requests.

Technical Support:

For other than County owned and maintained equipment, the system shall be monitored 24 hours a day, seven days a week. Availability of support shall be 24 hours a day, seven days a week through Help Desk infrastructure and online support. The Contractor shall provide a Help Desk phone number that is available 24/7 for said support that is an Enterprise support group. This will include a dedicated technical support

group who has knowledge of our system and Master Services Agreement (M.S.A.). Contractor shall provide a description of their online support in their response.

In the event a site is down, due to loss of data and/or voice, immediate action by the Contractor to resolve the issue is required. If not resolved within 4 hours, a detailed course of action shall be provided to the Brevard County IT Department immediately. The Support Desk and/or technician shall provide updates every 2 hours after the initial 4 hours, to the Brevard County IT Department support personnel.

On-site technical support shall be provided by Local technicians who have knowledge of the Contractor's system(s) and the M.S.A. These technicians can be contracted by the Contractor, but must have the experience and knowledge of the software and programming of Contractor's system. Non-contracted dedicated employees are preferred.

MACD:

Requests for Moves, Adds, Changes or Disconnects shall be completed within 2 weeks of the request being received by the Contractor. The requests shall be sent to the Contractor via an online application or emailed to a single point of contact.

New County installations not included in this proposal would be an acceptable reason for an extended delivery time, however the Contractor shall work with the Brevard County IT Department to come to an acceptable delivery date.

The County desires to have an online portal for management and administration of the telephone system. The County desires to make requests for moves, adds, changes, and disconnects on this portal. This portal should also provide an area to report system outages or problems with real-time monitoring of the activities occurring to resolve the issue.

The County desires an online portal for billing that includes detailed charges for each site and the ability to pay online. It is also desired to group sites together as they relate to County departments, such as Parks and Recreation.

Attachment A, or the Voice Network Location List, provides a list of locations for which Brevard County is responsible for providing voice network.

Attachment B, provides a detail of multi-tenant/multi building locations.

Attachment C, provides a list of Features and Functions required for the phone system.

Attachment D or the Data network location list, provides a list of locations and network bandwidth for which Brevard county is responsible for providing Data network.

Attachment E, or the Library Network location list, provides a list of locations and network bandwidth for which Brevard County is responsible for providing the Library Data/Internet network.

Attachment F, NENA ESQK Guidelines for VoIP to E9-1-1 Connectivity.

Attachment G, Parks & Recreation Campground WiFi for Guests

All equipment shall have Contractor provided U.P.S. power and shall be capable of maintaining communications for two (2) hours after a complete power outage.

Proposal Options:

Contractors may provide proposals for any/or all of the following:

- Voice Services
- Voice Services bundled with Data Network
- Data Network
- Library Data Network solutions
- Library Internet
- A la Carte Data Network solutions
- Parks & Rec Campground WiFi for Guests

The intent of this R.F.P. is to generate a wide variety of proposals for solutions and to award based upon the criteria listed. Solutions to be considered may include, but are not limited to, hosted voice, managed on-premise, County-owned, County-leased, or County-owned and managed. All solutions, or combinations thereof, which meet the requirements, shall be considered. All taxes and fees associated with telephone services and network services should be estimated in the proposal with consideration that Brevard County is tax exempt for some of these taxes and fees. Brevard County tax exempt documentation can be provided upon request.

**VOICE AND DATA NETWORK SERVICES
P7-21-11
ACKNOWLEDGEMENT FORM**

ACH PAYMENTS

Does your company accept ACH Payment Method? ____ Yes / ____ No

PROMPT PAYMENT DISCOUNT

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered, please state discount and terms:

ADDENDUM ACKNOWLEDGMENT

Contractor acknowledges receipt of amendments by indicating amendment number and its date of issue.

Add. No. _____ Dated _____ // Add. No. _____ Dated _____

Add. No. _____ Dated _____ // Add. No. _____ Dated _____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for P7-21-11/Voice and Data Network Services.

CONTRACTOR NAME _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINTED SIGNATURE _____ DATE _____

TELEPHONE # _____ FAX # _____

EMAIL _____

**VOICE AND DATA NETWORK SERVICES
P7-21-11
EVALUATION AND SELECTION PROCESS**

Evaluation of proposals will be conducted by an evaluation committee comprised of qualified County staff. The committee will evaluate, score and rank all responsive proposals based upon the information and references contained in the proposals submitted. Once each member of the Selection Committee has rated each proposal and completed a rating sheet, a composite is developed which indicates the Committee's collective ranking of the highest rated proposal in a descending order. Based on the response to this RFP, the Selection Committee will select and/or recommend to the BOCC Contractors qualified to provide to the County the services required under this RFP.

The following criteria will be used for evaluating Proposals for Brevard County and will be based on certain objective and subjective considerations as listed below:

1. Overall Pricing (35 Possible Points)

Brevard County is soliciting for the best value, but spending reductions are our primary motivator to issue this R.F.P. If proposals are submitted for Handsets alone, cost will be the only evaluation criteria. For all proposals, other than handsets alone, Contractors shall provide a six-year total cost of operation, with a yearly breakdown of all costs including maintenance.

2. Quality of Similar Work and Contractor Personnel (20 Possible Points)

Resumes for personnel actually performing the work are required. Relevant work experience and training will be evaluated based upon the system proposed.

Past performance on contracts will be evaluated. The Contractor must list a minimum of three (3) a maximum of five (5) separate and verifiable clients with current contact information. Clients listed must be for completed work most closely related to this solicitation for services. Emphasis should be placed on projects completed within the last 5 years. The County reserves the right to check other references from clients beyond those submitted. Confidential clients shall not be included.

Information on each client shall include the following (One page per project, maximum or utilize attached reference form):

Project Title

Client Name and Address, Contact and Phone Number, Fax, Email Location of Project and Brief Description of Project

3. Service Locations (25 Possible Points)

All Contractors submitting proposals for the Voice Services are required to complete Attachments A and C.

All Contractors submitting proposals for the Data Network(s) are required to complete Attachment D.

All Contractors submitting proposals for the Library Network(s) are required to complete Attachment E.

This list details the ability of Contractor to provide services at all of our required locations. The Contractor is evaluated based upon this ability.

4. Robustness of Design/Manageability (20 Possible Points)

For robustness of design, Contractor shall submit a system design and summary describing methods of failover, redundancy, disaster recovery solutions, and differentiators that increase the robustness of the system. Also included in this criterion is manageability. Contractor shall provide general user interface screenshots and descriptions indicating intuitiveness of system management.

TOTAL SCORE (100 possible points)

Award of this contract will be based on the selection criteria stated above.

The following people have been selected to serve on the selection committee:

- Director of Planning and Development
- Director of SCGTV
- Director of Utility Services
- Information Technology Senior Network Administrator
- Information Technology Telephone Services Administrator

**VOICE AND DATA NETWORK SERVICES
P7-21-11**

PROPOSAL FORMAT *The department shall define the requested format in as much detail as is practicable. Department may contact Purchasing for other examples, if required.*

PROPOSAL FORMAT

Interested Contractors who would like to be considered for this project should submit a Proposal accompanied by pertinent information relating to the company's experience, qualifications, personnel, availability, and capability to provide and perform all of the professional services necessary to complete this project in an effective and timely manner. The Contractor's Proposal shall include:

Tab 1. Letter of Introduction and Executive Summary: Containing a summary of Contractor's ability to perform the services described in the RFP and confirms that Contractor is willing to perform these services and enter into a contract with the County. This letter must provide the names, title, phone, fax and email address for the person authorized to provide technical clarification regarding the proposal. This letter must be signed by an officer authorized to contractually obligate the submitting Contractor.

Tab 2. Table of Contents

The table of contents should outline in sequential order the major areas of the proposal.

Tab 3. Organization Profile and Subcontractors who may be used to execute this contract

1. Project Manager-Name background, education, and experience of the Contractor's Project Manager for all the services to be provided. The person will be the point of contact person for all technical services performed by the Contractor for Merritt Island Redevelopment Agency
2. Organization profile and proposed project team, background, education and experience relative to this RFP. If Contractor is utilizing a subcontractor (out-sourcing) any item and/or service, they **MUST** indicate in this section. Awarded Contractor is responsible for all aspects of subcontracted work including finished item's quality, cleaning, delivery, etc. meeting the required specifications as outlined in the proposal.
3. Organizational Chart-Graphical illustration of the service delivery structure.

Tab 4. Contractor Support and Quality of Similar Work

- a. General Information to include:
 - o Name of Business, Mailing Address/Phone Number
 - o Names of persons to be contacted for information or services if different from name of person in charge
 - o Business hours of business
 - o Give the date business was organized and/or incorporated, and where.
 - o Indicate whether the business is a parent or subsidiary in a group of Contractors/agencies.
 - o State if the business is licensed, permitted and/or certificated to do business in the State of Florida and **attach copies of all such licenses issued to the business entity.**
- b. Contractor shall complete and submit with their proposal the Manufacturer Warranty Information. The Contractor may provide any additional support information (i.e. company history, etc.). The Contractor shall provide verification that the Manufacturers must provide a lifetime warranty against defects in materials and Copies of warranty information should be included in this section.

References: Contractor shall submit as a part of the proposal package, a minimum of three (3) a maximum of five (5) business references with name of the business, address, contact person, telephone number, fax number and email address that have utilized the services being proposed to the County. ******Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. DO NOT list persons***

who will be unable to answer specific questions regarding the requirements.

Tab 5. Robustness of Design/Manageability

For robustness of design, Contractor shall submit a system design and summary describing methods of failover, redundancy, disaster recovery solutions, and differentiators that increase the robustness of the system. Also included in this criterion is manageability. Contractor shall provide general user interface screenshots and descriptions indicating intuitiveness of system management.

Tab 6. Service Locations

Contractor shall complete and submit Attachment A, C, D, and E forms.

Tab 5. Pricing Structure

Brevard County is soliciting for the best value, but spending reductions are our primary motivator to issue this R.F.P. If proposals are submitted for Handsets alone, cost will be the only evaluation criteria. For all proposals, other than handsets alone, Contractors shall provide a six-year total cost of operation, with a yearly breakdown of all costs including maintenance.

Tab 6. Required Proposal Forms:

- Signed/Notarized Request for Proposal
- Drug Free Workplace Form
- Reference Form
- Acknowledgement Form
- Contractor Affidavit Regarding Scrutinized Company List

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
VOICE AND DATA NETWORK SERVICES
P7-21-11

INDEMNIFICATION

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Contractor under this Contract for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The Contractor providing services under this Contract will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The Contractor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.**

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

**VOICE AND DATA NETWORK SERVICES
P7-21-11
REFERENCE FORM**

REFERENCES – PROJECTS

List customers for the services specified in the solicitation in the spaces provided below giving the company name, contact person, address, telephone number, and date services were performed, as described.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do NOT list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #2. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #3. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #4. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #5. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

CONTRACTOR NAME _____
ADDRESS _____
PRINTED SIGNATURE _____
AUTHORIZED SIGNATURE _____
TELEPHONE # _____ FAX# _____ DATE _____
EMAIL _____

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared

_____, who, being by me first duly sworn, made the following statement:

1. The Business address of _____ (name of contractor) is _____.
2. My relationship to _____ (name of contractor) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence

that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. _____ (name of contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. _____ (name of contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. _____ (name of contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and county first mentioned above on the _____ day of _____, 20____.

Notary Public

My commission expires:



VOICE AND DATA NETWORK SERVICES
P7-21-11
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid 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 subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

Business Name

Bid Number and Name

Authorized Representative's Signature

Date

Name

Position

**VOICE AND DATA NETWORK SERVICES
P7-21-11
CONTRACTOR'S CHECKLIST**

The items indicated are required for submission with your proposal. Failure to submit any items indicated as required may result in rejection of the proposal. Offers to provide required items after the date and time designated for the receipt of proposals will not be considered.

☐ **One (1) original and five hard copies of proposal, CD/DVD Copy**

☐ **Required Format**

- **Letter of Introduction:**
- **Table of Contents:** Organized in the order cited in the format contained herein
- **Organization Profile and subcontractors:** History and background of Contractor, financial strength and stability, with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc.
- **Contractor Support and Quality of Similar Work:**
- **Robustness of Design/ Manageability:**
- **Service Locations:** Contractor shall complete and submit Attachment A, C, D, and E forms.
- **Pricing Structure:**
- **Required Forms:** Signed and notarized Contractor acknowledgement, Insurance Indemnification Form, Reference Form, Contractor Affidavit Regarding Scrutinized Company List, Drug Free Workplace Form

VOICE AND DATA SERVICES
P7-21-11
FORM OF PERFORMANCE BOND

BY THIS BOND, We _____, as Principal and _____ a corporation as Surety, are bound to Brevard County Board of County Commissioners, Brevard County, Florida, herein called "Owner," in the sum of _____ Dollars and no cents (\$_____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigned, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Performs promptly, completely and faithfully the contract dated _____, 20____, between Principal and Owner for supply and implementation of the _____, the contract being attached hereto and made a part of this bond by reference, in such time and without delay, and in the manner prescribed in the contract including the delivery, execution and performance of any warranty work required by the contract; and
2. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
3. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

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

Signed and sealed this _____ day of _____, 20____.

PRINCIPAL

Company: _____

Print Name: _____

Title: _____

SURETY

Company: _____

Print Name: _____

Title: _____

(Corporate Seal of PRINCIPAL below)

(Corporate Seal of SURETY below)

VOICE AND DATA NETWORK SERVICES
P7-21-11
STATEMENT OF NO PROPOSAL

NOTE: If you do not intend to bid on this requirement, please return this form to:

Brevard County Purchasing Services
2725 Judge Fran Jamieson Way, Bldg C Suite 303
Viera, FL 32940

We the undersigned have declined to bid on your Proposal No. P-7-21-11 for the following reasons:

- ☐ Specifications too "tight," i.e., geared toward one brand or manufacturer only (explain below).
- ☐ Insufficient time to respond to the Request for Proposal (RFP).
- ☐ We do not offer this product or equivalent.
- ☐ Our product schedule would not permit us to perform.
- ☐ Specifications unclear (explain below).
- ☐ Remove our company from bid list.
- ☐ Other (specify below).

Remarks: _____

PLEASE PRINT

COMPANY NAME _____

COMPANY ADDRESS _____

TELEPHONE NUMBER _____

PRINTED SIGNATURE _____

AUTHORIZED SIGNATURE _____

NOTE: Failure to submit either a Proposal or a Statement of No Proposal may be cause for removal from the Brevard County Purchasing Services Contractor database.



Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

**Voice and Data Network Services
RFP#7-21-11
February 4, 2021
Addendum 1**

TO ALL PROSPECTIVE CONTRACTORS

This is an Addendum to and shall be considered as part of the original Proposal package for the above-mentioned Proposal. Contractors are requested to acknowledge receipt of this Addendum with their Proposal.

UPDATED INFORMATION:

Please see the revised excel attachments A, B, D, and E.

Please note that the proposal opening date and time remains March 3, 2021 2:00 pm.

All other terms and conditions remain unchanged.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Summer Wyllie'.

Summer Wyllie
Procurement Supervisor

END OF ADDENDUM NO. 1



Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

Voice and Data Network Services
RFP#7-21-11
February 18, 2021
Addendum 2

TO ALL PROSPECTIVE CONTRACTORS:

This is an Addendum to and shall be considered as part of the original Proposal package for the above-mentioned Proposal. Contractors are requested to acknowledge receipt of this Addendum with their Proposal.

CLARIFICATIONS ON QUESTIONS RECEIVED:

Question: Several contractors have voiced concerns about the \$100,000 Performance Bond requirement. This is not a typical requirement in the industry and I am wondering if there is an alternative solution or if you could clarify what the intention for requiring the performance bond?

Response: A performance bond is not intended to exclude any interested vendors. The bond simply provides some security that the contractor will install services in accordance with their proposed schedule. The County may be penalized by delayed schedules due to increased rates and this performance bond provides some compensation to offset those charges.

Question: We didn't see a pricing sheet included in the RFP package. Should we expect the County to provide one or shall we provide our own?

Response: Due to the opportunity to bid on multiple services, a price sheet was intentionally not provided. This is a proposal and is more flexible with submissions than a request for quotes. The contractor may submit price summaries in any format they desire. For services such as this, it is customary to provide monthly rates for varying levels of bandwidth. Some locations may be more difficult to service and may require more infrastructure, which may result in a higher monthly rate compared to other locations. For bundled pricing, monthly rates are expected to be discounted and a-la-carte rates are not expected to be discounted. It would be desirable to have monthly rates specified for each location with varying bandwidths for both bundled and a-la-carte proposals. For voice services, it is desirable to have basic monthly rates, rates with voicemail, conference phone rates, and analog/alarm line rates. These rates could also vary with location.

Question: For the sites listed in Attachment D, what are the Service Level Agreements the County expects for the Internet, Broadband and Metro E service?

Response: Contractors must submit a proposed Service Level Agreement (SLA) as part of their response. The proposed SLA will include a description of the Internet or Metro-E and

related services provided, and where applicable, how these services will be measured. At a minimum, the SLA should describe that the vendor will make all reasonable efforts to ensure 99.99% network availability of each circuit, and it should provide frame/packet loss, network latency, and network jitter commitments. Additionally, each SLA should describe 24x7x365 trouble-reporting procedures, offer commitments with regard to the time to repair outages, and describe provisions offered in the event of chronic trouble. The services described in the SLA shall be maintained to the specifications of these commitments throughout the term of the contract, and the selected contractor shall remediate any deficiencies at no cost to the County. Additional features, such as resiliency, basic firewall service, and DDoS protection, and describe how customer-premises equipment (CPE) management protocols (e.g., node-ID, IP addressing, account information, and other useful information that is useful to rapidly identifying devices for troubleshooting), network monitoring and reporting tools, a topology of the technical support process should also be described.

Question: For the sites listed as "Internal" in Attachment D, does the County expect any WAN circuits be provided?

Response: No. WAN circuits are expected for these locations since they share services nearby. This does not exclude the contractor from proposing circuits at these locations.

Question: Reference RFP page 13, Data Networks Requirements: "Quotes for the purchase, test, installation, initial provisioning and maintenance of the DEMARC network equipment which are included in the proposed network design". Question: Please clarify "DEMARC network equipment. Is it the expectation of the county for the service provider to include the costs of new routers/switches to terminate each of the WAN circuits listed in Attachment D?

Response: DEMARC network equipment is any customer premise equipment necessary to deliver services. At most locations, switches and/or firewalls exist and are County property, which are expected to be utilized to deliver services. At most locations the contractor supplies and owns the routers that are necessary and are expected to be provided by the contractor. Currently, the contractor supplies, owns, and manages routers at County locations in order to provide services and any new contractor is expected to provide similar equipment necessary to provide service.

Question: Reference RFP page 13, Data Networks Requirements: last paragraph, "The preferred Contractor(s) will have qualified network security staff assigned to this project and have experience (within the last 2 years) performing network design and implementation for businesses and/or local government agencies of similar size or larger to Brevard County." Question: Please clarify the expectations of the network security staff, scope of services and how long engagement should be for (example: the life of the contract or just through implementation)

Response: The intent of this statement is to request contractors to describe, in as much detail as possible, the staff that will be performing day-to-day maintenance, repair, and

changes. It is beneficial for the County to have contractor support staff that are knowledgeable with the County geography, County infrastructure and facilities, and familiar with working in a government or enterprise environment. Experienced staff that are local and are familiar with the specific County infrastructure are obviously more beneficial than a nation-wide call center. When outages or delays occur, it is desirable to have consistent contractor staff that can provide reliable communications and quick response. It is preferable to have this staff in place for the life of the contract.

Question: Given the deadline for contractor questions is 2/22, will the county consider extending the RFP due date another 30 days to allow sufficient time to review answers?

Response: The County has changed the proposal opening date time and is now March 10, 2021 @ 2:00pm.

Please note that the proposal opening has changed is now March 10, 2021 @ 2:00pm.

All other terms and conditions remain unchanged.

Sincerely,


Summer Wyllie
Procurement Supervisor

END OF ADDENDUM NO. 2



Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

Voice and Data Network Services
RFP#7-21-11
March 5, 2021
Addendum 3

TO ALL PROSPECTIVE CONTRACTORS:

This is an Addendum to and shall be considered as part of the original Proposal package for the above-mentioned Proposal. Contractors are requested to acknowledge receipt of this Addendum with their Proposal.

CLARIFICATIONS ON QUESTIONS RECEIVED:

1. **Question:** Can you please provide the scoring matrix for the Brevard Board of County Commissioner's RFP?

Response: The scoring matrix is listed on page 18 of the Request for Proposal solicitation document.

2. **Question: Adobe PDF RFP Document and Forms:** Can Brevard County provide MS Word documents for all of the Adobe PDF documents and forms included for this RFP?

Response: Brevard County only provides the RFP solicitation documents in Adobe PDF format.

3. **Question: Proposal Acknowledgement and Proposal Format:** The "Proposal Acknowledgement" is not itemized as a "Tab" for submission in the "Proposal Format" section of RFP #P-7-21-11. Should the "Proposal Acknowledgement" be included as a part of Tab 8, "Required Proposal Forms"? Is the "Proposal Acknowledgement" required to be submitted before the RFP response is due? If so, how does the County want this Proposal Acknowledgement submitted?

Response: The "Proposal Acknowledgement Form" which is named "Acknowledge Form" is to be submitted under Tab 8 "Required Forms".

4. **Question: Invitation and Forms:** In light of the ongoing global pandemic and social distancing guidelines, will Brevard County accept electronic signatures (i.e. DocuSign) and waive the requirement for an original signature?

Response: Brevard County requires an original signature for the proposer and notary. Brevard County will not waive the requirements for an original signature.

5. **Question: Invitation and Forms:** In light of the ongoing global pandemic and social distancing guidelines, will Brevard County waive the requirement for notarization that requires execution physically in front of a notary public? Alternatively, will electronic signature by a notary (i.e. DocuSign) be acceptable?

Response: Brevard County requires an original signature for the proposer and notary. Brevard County will not waive the requirements for an original signature.

6. **Question: Section 4, Proposal Submittal:** In light of the ongoing global pandemic and social distancing guidelines, will Brevard County waive the requirement for delivery of one (1) original and five hard copies along with one (1) electronic copy on USB flash drive or CD/DVD and accept response to the RFP by email?

Response: Brevard County will not waive the requirement for delivery of one (1) original and five hard copies along with one (1) electronic copy on USB flash drive or CD/DVD. Electronic submissions will not be accepted.

7. **Question: Proposal Acknowledgement, Proposal Opening Date and Time:** We require additional time to develop a comprehensive, cost-effective response tailored to address your specific requirements. We believe that additional time spent now will alleviate the need to engage in a series of clarifications and offer revisions. Can the "Proposal Opening Date and Time" be extended to March 17, 2021 at 2:00 p.m.?

Response: The Proposal Opening Date and Time has been extended and is now March 16, 2021 @ 11:00 am.

8. **Question: Proposal Format:** Due to duplication on the numbering, can the following corrections to the RFP #P-7-21-11 be made? "Tab 5. Pricing Structure" changed to "Tab 7. Pricing Structure" "Tab 6. Required Proposal Forms" changed to "Tab 8. Required Proposal Forms"

Response: Please see revised Proposal Format Requirements correcting the Tab numbering.

9. **Question:** Does the County currently own the requested Polycom Phones identified in the RFP as preferred?

Response: Yes. Brevard County currently owns the requested Polycom Phones identified in the RFP as preferred.

10. **Question:** Does the County have counts required to purchase by model number of the Polycom Phones identified in the RFP as preferred? The model listed is end of life per the manufacturer <https://www.poly.com/us/en/products/phones/desk-phones> Is there a desire to migrate to the VVX X5X sets?

Response: Brevard County will migrate as business needs dictate as replacement phones are required. We expect the current phones to continue to operate with the new Contractor. The County has a small reserve stock on hand we would like to utilize before purchasing additional phones. Contractor provided phones can be discussed and is encouraged. Pricing will need to be provided.

11. **Question:** Can the electronic copy be provided on USB, not CD/DVD

Response: The electronic copy can be provided on either a USB or CD/DVD.

12. **Question:** Can the County provide the inventory by building of the LAN supporting the voice platform?

Response: Inventory locations is at 2725 Judge Fran Jamieson Way, buildings A, B, C, D, & E. Each building and floor has its own voice gateway/router and multiple POE switches (48 ports,) between two to five per floor to support the handsets. At 2825 Judge Fran Jamieson Way, the building has redundant voice gateways/routers with approximately 9 POE switches spread out amongst the building. Other multi-building locations consist of one voice gateway/router and POE switches to support each building with interconnections between buildings. Other multi-tenant locations consider each tenant as its own entity. Each tenant is supported by their own voice gateway/router and POE switch(es.) This may change depending on individual bidding Vendors voice network requirements.

Single tenant, single building locations consist of a voice gateway/router and POE switch(es) to support the handsets. Most of these locations consist of less than 20 handsets each.

13. **Question:** UPS's are requested for LAN equipment, please provide current environment supported?

Response: The UPS's are required to support voice services, including desk phones and Contractor provided equipment for a modest time after loss of power at all locations. The modest time varies with site importance. A single site such as a park maintenance building would require less UPS support compared to one of the larger Government Centers. A general description of the environments is provided in the response to question #4.

14. **Question:** Will the County consider SDWAN for reduction of Metro E circuits and migrate to DIA?

Response: Brevard County is open to considering SDWAN, it may be best for Contractors to provide it both ways and provide support for the preferred strategy and a definition of what is considered SDWAN.

15. **Question:** Attachment E requires burstable circuits. Please provide details as to required burst rate and timeframes?

Response: MPLS aggregate speed to Central Library: 700Mb Burstable to: 1Gb
Data Circuit speed to each remote library: 70Mb* Burstable to: Higher as available *1Gig connection speed to CPE.

16. **Question:** Can the County provide the manageable bandwidth required for each site?

Response: The manageable bandwidth required for each site are listed in Attachments D and E.

17. **Question:** Is the County keeping the existing BP/POTS for fire alarms, security alarms, elevators and other programs that require this basic analog line service?

Response: Brevard County requests the Proposers to account for the BP/POTS lines in their proposal.

18. **Question:** As Wide Area Networks are called out, is the intent for the chosen Contractor to propose new circuit for internet and site to site communication or adopt the existing terminated circuits?

Response: The intent was that the Contractor would provide new connections or contract where needed. Brevard County would expect one source to be the point of contact.

19. **Question:** If we are proposing recasting circuit contracts, please provide any necessary use of external static IP addresses for external access to services. Services could be anything requiring external access that may require DNS or firewall modifications. Services such as mail, desktop services (Microsoft RDS, VDI, etc.) or webservices.

Response: Contractor currently provides static pools (min 5 static IPs at Viera and EOC). All other remote Internet connections requires a static IP. Brevard County have our own Public IPs pools for use.

20. **Question:** When the County's existing contract with Spectrum is up, what equipment will need to be replaced? Items like managed router/firewalls, switches need to be provided to ensure interface counts if outside of the VoIP counts provided.

Response: Managed Routers, POE switches, UPS's ATA (Analog Telephony Adapters) for VoIP to POT's line conversion & any other device a proposing Contractor may need to provide VoIP or POT's phone line service.

21. **Question:** Please provide any details on MDF to IDF cabling pathways for trunk requirements for sites requiring campus networking. Are they copper or fiber, and please ensure cable spec is provided?

Response: Campus internet working is provided via fiber at most locations. There are rare locations that use copper for very short interconnections between buildings.

22. **Question:** Will the County provide network diagrams outlining network routing requirements, wired and wireless, including overall topology?

Response: After a Contractor is selected, these can be provided. Currently, all internal routing is performed by the county. Interconnections are either layer 2 or thru the Internet (generally smaller sites).

23. **Question:** Wireless network requirements - can any wireless backhaul needs/details be provided?

Response: Currently, only a few sites use wireless backhaul to Internet.

24. **Question:** Are the Polycom VVX desktop sets owned by the County or Spectrum?

Response: The Polycom VVX desktop phones are owned by Brevard County. We would like to continue using them as they are relatively new, most only being a few years old. Other handset solutions may be presented.

25. **Question:** Outside e911 station compliance, are there any integrations required to public service answering point systems like Intrado Viper?

Response: Our current phone system does not provide support to the first responder call centers for Brevard County. They are a separate system not included in this RFP. We do require support for ADA compliance, including the use of CapTel desk phones but not limited to.

26. **Question:** In regards to the performance bond, our solution does not require onsite installation. Our installation costs are included in the subscription price. Therefore, could we be excluded from the performance bond requirements?

Response: Brevard County's current VOIP system is on a stand-alone network, owned by the Contractor, and Brevard County does not share this with our data network. It is assumed that if the current Contractor is no longer under contract, that they will remove their network, routers, and switches; which are all owned by them. It seems very unlikely that a Contractor can provide a voice solution with no on-site installations, no network, and no switches and routers. However, if this can be accomplished without any on-site installations necessary, then this would negate the need for the performance bond as this relates only to the proposed installation schedule.

27. **Question:** On Attachment D, where Internet service is needed, is a diverse and redundant Internet circuit required?

Response: The critical locations are listed on Page 12 of the RFP and states that diverse and redundant networks are required for these locations.

28. **Question:** Should the redundant circuit be the same speed as the primary?

Response: Yes. In the bandwidth column, 1G/1G would signify upload & download speeds are the same. Also true for other Internet connection bandwidths.

29. **Question:** The existing POTS service for fire alarms, security alarms, elevators, etc, are those currently operating through your hosted VoIP service via an ATA or some VoIP to analog device? Or are these on native POTS service from a local service provider?

Response: The fire alarms, security alarms, elevators and etc. POTS lines are currently operating through VoIP over MTA (Multimedia Terminal Adapter) utilizing a coaxial/fiber service provider network. The MTA provides an analog handoff to the listed devices.

30. **Question:** High availability is a requirement for Metro-E sites. Can you please clarify "High Availability"?

Response: For Metro-E sites, the County's preference is to have two geographically diverse feeds to the hand off device.

31. **Question:** Is a Performance Bond required as part of the response or upon award of the RFP?

Response: A performance bond is only required for the voice related portion of the contract. A performance bond is not required with the submittal of the RFP. The bond will only be required upon award to the Contractor selected to do voice service and will guarantee the installation schedule proposed by the Contractor.

32. **Question:** Please provide more detail on your call center call flow.

Response: A typical call center call flow would originate with the main number that directs the caller to either a call queue where the calls are stacked and answered in the order they are received or by an Auto Attendant. The callers choose their desired department/representative via the auto attendant and are then routed to the desired agent or to an available agent of a group of users.

33. **Question:** Do you have an existing interactive voice response (IVR) or automatic call distribution (ACD)?

Response: Brevard County does not have an IVR need at this time. ACD- We do used automatic call distribution in our call centers.

34. **Question:** How many contact center agents does the system need to support?

Response: Brevard County have several call center locations of varying size but are under 25 users and supervisors combined.

35. **Question:** How many contact center supervisors does the system need to support?

Response: One location has approximately 10 but most are fewer than 5.

36. **Question:** What are your requirements for omnichannel (i.e. text, email)?

Response: Brevard County does not have any requirements for omni channel.

37. **Question:** What type of collaboration solutions do you require for instant messaging, web meetings?

Response: Brevard County does not have a requirement for instant messaging or web meetings.

38. **Question:** Please clarify the ownership and expectations of the current Voice LAN. Does the county own the equipment or does the current service provider? Is it the expectation this Voice LAN be included in our proposal?

Response: The Voice LAN equipment, such as routers, switches, ATA's but not limited to these items are owned and maintained by the current service provider. Brevard County owns from the wiring patch panel to the phone, including the internal wiring. The Service provider provides trouble shooting though their equipment, through the wiring up to and including the desk phone. Brevard County stocks replacement phones for the service provider to use in the case of bad phones. Brevard County is able to purchase replacement phones from the service provider when needed.

39. **Question:** Can you provide the locations of where the Paging overhead speakers or ringers are located?

Response:

- a. Facilities Shop, 353 Wenner Way.
- b. Central Fleet Melbourne, 4694 Wickham Rd.
- c. Road & Bridge Central, 555 Cone Rd.
- d. Transfer Station Titusville, 4366 South St
- e. Solid Waste Operations, 2250 Adamson Rd.
- f. Water Treatment Plant Barefoot Bay, 334 Egret Cir.
- g. Additional locations may be added as business needs require.

40. **Question:** To provide Brevard County with the best value solution, is there the ability to negotiate amount and length of Bond requirement upon award?

Response: No. The installation of the performance bond requirement is directly associated with the Contractor's proposed schedule and is therefore already specific to the Contractor. The performance bond is only required for voice services during the installation and implementation portion.

41. **Question:** Will all of the 157 locations implement the solution simultaneously, or is it a contract for convenience? If so, how will the length of time the performance bond will be required?

Response: No. The implementation for all location will not be simultaneous, Brevard County request you provide an installation timeline.

42. **Question:** If we are responding to more than one section (contact center, wireless, network), should they be bundled together into one response, or submitted separately as separate bids?

Response: Only one response is required for each service. Each service should be clearly marked stating which service the contractor is submitting for.

43. **Question:** Can you please clarify the Battery Backup requirement? Are you asking for the proposed system to provide battery backup for the customer's existing on-premise equipment or are you asking if the hardware provided with the solution will support the customer's existing battery backup?

Response: The Battery Backup Requirement covers the Contractor provided equipment. It will also include the desktop VoIP phones connected to the vendors POE switches. Battery backup is not required for customer equipment.

44. **Question:** Can you clarify what is meant by "Management Tool to build applications"? What sort of applications need to be built? Can you describe the functionality of the application? How is this done today with the current solution and can you provide examples of the applications that have been built for use with the existing solution?

Response: The section including Auto Attendants refers to the ability for the County to make changes to telephone call flow for business needs. The County needs the ability to access a web "portal" (as we do today) to make changes and update the VoIP service. Including auto

attendants, hunt groups, call centers and telephone names to list a few of the administrator capabilities requested.

45. **Question:** Can we get access to the Brevard County network diagram in its current state for the locations in the RFP?

Response: The Viera campus is connected via LAN and other sites are connected either via Metro-E or Internet with firewalls. More details can be provided upon award.

46. **Question:** Does Brevard County have a fiber diagram for connectivity to the locations in the RFP?

Response: No. Other than the Viera campus, the County owns very little fiber.

47. **Question:** Are all locations cabled with CAT 5e or higher cabling?

Response: Yes. All locations are cabled with CAT 5e or higher.

48. **Question:** Can we get access to a list of the current infrastructure equipment for the network at each location in the RFP?

Response: Brevard County uses Cisco switches and firewalls at most locations.

49. **Question:** What speed on the LAN is required between locations 1GB, 10GB, 40GB, or 100GB?

Response: County currently has 10GB LAN at the Viera location, but this is not a Contractor requirement.

50. **Question:** Can we get the number of phones currently assigned to users, in an open space (lobby, conference room, etc.), and number of softphones currently deployed?

Response: Desk phones deployed: Approx. 2700. Softphone Users: Approx. 10.

51. **Question:** How many contact center agents, supervisors, number of concurrent logins required per shift and applications required to integrate with for serving residents of the county?

Response: Brevard County has four locations that utilize Call Centers. None greater than 25 Agents and 10 Supervisors. The call centers operate during normal daytime business hours and do not require multiple shifts.

52. **Question:** What type of self-service do you provide today for residents using an Interactive Voice Response system?

Response: Brevard County does not utilize IVR systems at this time.

53. **Question:** Page 12. VOICE NETWORK SYSTEM states in part:
The existing Direct-In-Dial (DID) numbers of the County addressed by this RFP shall be retained

and migrated to the new system. How many DID numbers are presently retained by the County that are to be migrated pursuant to this RFP?

Response: Approximately 2600 DID's; This does not include the main numbers of department/offices or POTS lines. There are Approximately 300 main numbers and 400 POTS lines for fire alarms, security alarms, elevator lines, fax lines, etc.

54. Question: Attachment C: VOICE FUNCTIONS AND FEATURES

Call Center requirements:

It would appear as if the Call Center Requirements would be segregated by departments. How many different call centers are there? For example is Moore Justice Center/Court Administration a call center and Government Center/Bldg A/Planning & Development Admin a different call center or call queue? For each call center/call queue how many "Call Center Agents" are there? If there are not separate call centers and only one, what is the total number of Call Center Agents for which the Call Center Requirements (ie: long in, log out, distribution based on longest idle agent, display of calls holding in queue), apply.

Response: There are currently 4 separate call centers that can contain multiple queues. They are segregated by departments. Each call center contains no more than 25 Agents and no more than 10 Supervisors.

- 55. Question:** Same question for Reporting Requirements - Management Level: Real Time for Call Centers. How many Call Centers are there? How many agents in each Call Center? If there are not separate call centers, please explain the use of "Call Centers" on Attachment C. Reporting Requirements.

Response: Call Center reporting requirements for management level are basic. The ability to see call in the queue, missed calls, Agents in and out of the queue for example, runs simple call history reports on agents for example but not limited to. The call centers are used more for their ability to control heavy call flow.

- 56. Question:** RFP, SPECIAL CONDITIONS, Paragraph 3. Background: (page 9) states in part: The servers/routers/switches are programmed and maintained by our current Contractor. Q4: Are the switches used for the voice network system owned by the County? If no, as no pre-bid premise walk through was provided for in this RFP, how many switches are to be replaced by the winning Contractor under this RFP? Are the switches POE or not? If a mix, what quantity of switches are POE versus non-POE? Does the County have power supplies for their current Polycom VVX handsets described in the Handset section? Does the County have power supplies for their current Polycom Soundstations used in conference rooms?

Response: The switches are owned and maintained by the Contractor and are all POE. The bulk of the County locations have fewer than 20 phones requiring one switch. The larger locations such as the Brevard Government Center and the Moore Justice Center include approximately 38 48-port switches. There are also several medium size locations that will require 2-4 48-port switches.

- 57. Question:** The RFP provided the following guidance:

*"For voice services, it is desirable to have basic monthly rates, rates with voicemail, conference phone rates, and analog/alarm line rates. These rates could also vary with location."
Also, "The County utilizes BP/POTS (basic phone lines/ plain old telephone lines) for fire alarms, security alarms, elevators and other programs that require this basic analog line service."*

We did not see where analog lines quantities were broken down by these or other categories. If that is not available we can simply provide options that we can refine as we finalize the scope.

Response: Analog line totals are not broken down by use case totals.

58. **Question:** Do they have any onsite survivability requirements?

Response: The critical locations listed in Attachment B have redundant and physically diverse methods of connectivity for both the voice and data networks to provide pathway survivability.

59. **Question:** Do they have any onsite survivability requirements? Specifically, for the fire departments:

Response: The Fire Rescue Center (FRC) is listed as one of the critical locations. The Fire Houses do not have survivability requirements for the voice system in the FRP beyond normal expected uptime.

60. **Question:** Do they require controlled maintenance windows in their new solution?

Response: Controlled maintenance windows are preferred.

61. **Question:** Does the County require the VoIP solution to be in compliance with the RAY BAUM Act and Kari's law?

Response: Brevard County does not utilize "dial 9" anywhere in the phone system. For the Dispatchable Locations section of the RAY BAUM'S Act Brevard County does utilize site address, building number and suite number where it is applicable.

62. **Question:** Page 10 High Availability is required for all Metro E sites: Would Windstream be required to provide dual fiber or Ethernet circuits for all the critical sites mention on Page 12?

Response: Yes. Windstream be required to provide dual fiber or Ethernet circuits for all the critical sites mention on Page 12.

63. **Question:** Would Windstream be required to provide all necessary SFP plug ins?

Response: Yes. The Contractor will be required to provide all necessary SFP plug ins.

64. **Question:** What will be the handoff interface (RF45, MM, SM)

Response: The handoff interface is MM preferred, RJ45 when necessary.

65. **Question:** Would Windstream be required to provide either specifically Carrier, Path or Entrance diversity or all three?

Response: The Contractor would be required to provide Path and Entrance Diversity.

66. **Question:** Would HA be required for all critical sites including Detention Center and Merritt Island Service Center at bandwidth 10MB and 100MB (Page 12)

Response: HA would be required for Merritt Island; not for Detention Center.

67. **Question:** Will Brevard County require a fully meshed WAN solution which includes Contractor providing the necessary CPE (routers) or is this a hub & spoke requirement

Response: Currently all internal routing is performed by the County. Interconnections are either layer 2 or thru the Internet (generally smaller sites).

68. **Question:** If hub & spoke, will 2725 Judge Fran Jamieson Way serve as the host site?

Response: No. Please expect cloud based.

69. **Question:** Dual Drop – Would Brevard County expect the Contractor to provide a separate voice and data (LAN) solution?

Response: The data and voice networks are currently separate and we would like them to remain as such. Brevard County will be responsible for installation of any new internal drops from the patch panel to the desk as required for data and voice.

70. **Question:** Library Sites: Will the library sites be set for Metro Ethernet hub & spoke only (Layer 2)?

Response: Currently, the Library sites are using MPLS Cloud.

71. **Question:** Will Library system be set exclusive from the remaining sites?

Response: Yes. There is an additional circuit to the Libraries shown on Appendix D.

72. **Question:** Broadband Services – Would Brevard County require contractor provide VPN connectivity between remote and host or site to site with SDWAN as an overlay (Page 10)
Question: Is firewall/VPN configuration work required by the Contractor?

Response: No. Firewall/VPN configuration work is not required by the Contractor.

73. **Question:** Will Brevard County allow BP lines to be incorporated across Broadband circuits in conjunction with Internet services or will this be (POTS) analog delivery exclusively.

Response: The POTS lines must meet the requirement to service Fire Alarm Panels & Security alarm panels.

74. **Question:** Will Brevard County require battery backup a part of Broadband BP service?

Response: No, unless supporting voice services.

75. **Question:** What will be the battery back requirement (4hrs, 8hrs, etc)?

Response: 8 hours for BP/POTS lines when supporting Fire Alarms or Security Alarms is the requirement for battery backup.

76. **Question:** On the maps provided, are the APs showing where they are currently installed?

Response: See the attached PowerPoint BrevardCountyCampgrounds.pptx

77. **Question:** Is there existing cabling to each of these locations? If so, what type?

Response: Yes. There is current cabling that exist at each location but it is unknown what type of cabling there is.

78. **Question:** What are the distances from the access switches to the APs and AP to AP?

Response: Please see attached PowerPoint of Campground Locations.

79. **Question:** Is the current network an existing mesh network?

Response: Probably not (existing network is Ubiquiti / UniFi).

80. **Question:** Can you share information on the existing network performance?

Response: The existing network performance is slow and often out-of-service but 2 Mbps is shared.

81. **Question:** Are there certain locations where Wi-Fi performance is an issue? If so, where?

Response: Across the entire campground the existing service is neglected.

82. **Question:** Can you expand on "the ability to deliver wired versus wireless internet infrastructure at each campground?" Are you looking to have the IP connectivity delivered via a wired technology to supply the campground or are you looking to have wired technology to each campsite and/or each AP?

Response: The only wired service we require is to the MDF which at each Park will be as follows:

- Manatee Hammock Campgrounds – in the MDF of the main office building, located at the front of the Campgrounds (the West end); there we require Internet modem (or router), switch, firewall & broadband Wi-Fi station such as an Ubiquiti NanoStation M5 AP to extend service to Wi-Fi AP locations
- Long Point Campgrounds – the same as Manatee
- Wickham Park Campgrounds – the MDF of the Trades building (location shown on the PowerPoint) and distributed similarly to the other campgrounds.

83. **Question:** Are there climate-controlled enclosures for the WAN/MDF equipment?

Response: Yes. For the Manatee & Long Point locations there are climate-controlled enclosures for the WAN/MDF equipment. For the Wickham location, Trades building is not currently climate controlled.

84. **Question:** Is there power at the locations for the WAN/MDF equipment and APs?

Response: Yes. There is power at the locations for the WAN/MDF equipment and APs.

85. **Question:** Is it an option to hang or bury cables?

Response: Yes. Brevard County encourages hanging or burying of the cables.

86. **Question:** In Section 5, there is a question about the ability to deliver wired services. Will there be a common location (covered, secure, etc) where they will be ethernet drops?

Response: Yes, as addressed above.

87. **Question:** Will this be a mesh or point to point wireless solution or are their fiber runs in place? If so, where?

Response: It is currently a mixture of P2P and meshed at each location, Brevard County prefers meshed.

88. **Question:** Will the network be installed during normal business hours?

Response: Yes. The network needs to be installed during normal business hours.

89. **Question:** What are the maintenance requirements?

Response: Brevard County prefers, at minimum, we would like read access to the Wi-Fi controllers, and at Park county maintenance where people can swap-out failed devices to save the County costs of service.

90. **Question:** Are there any mission critical locations that need fast on-site requirements?

Response: Campground wireless service is for the benefit of Brevard County campground's guests and presently is not a mission critical service.

91. **Question:** Would you prefer this as a network as a service Opx or Capx?

Response: This is provisioning of an Internet service, thus it is solely OPEX, if however, a solution is offered by an ISP whereas fiber optics are used to deliver higher bandwidth services to campgrounds guests, and to do so requires a capital investment then CAPEX; but Brevard County's primary expectation is to deliver a minimum service of at least 6 Mbps meshed Wi-Fi service to our guest. If an ISP is willing to make an investment in infrastructure to deliver higher bandwidth and other cable TV services to each guest campsite and the guest is responsible for subscribing to the service and paying for the service direct to the ISP, we are willing to entertain that type of proposal. In this respect,

Brevard County is asking for an Internet service similar to what hotels do with their guests, whereas any guests can request higher bandwidth they pay for.

92. **Question:** Do you wish to own the equipment?

Response: Not necessarily, if we do that then we will simply install Ubiquiti and UniFi AP devices at each County Campground ourselves.

93. **Question:** Does Brevard County currently have a Point of Sale solution and can we use an API to integrate into this solution for Guest Wireless billing?

Response: RECTRAC is what is currently used.

94. **Question:** Can you provide total WiFi user count (WiFi client density) expectations at each campground?

Response: The maximum number would be based on the maximum number of campground spots and the average occupancy for each campground – a representative from Manatee Hammock, Long Point & Wickham Campgrounds should be able to answer this question. See attached PowerPoint.

Please note the deadline for questions has passed.

Please note that the proposal opening has changed is now March 16, 2021 @ 11:00am.

All other terms and conditions remain unchanged.

Sincerely,



Steven A. Darling, Jr.,
Central Service Director

END OF ADDENDUM NO. 3

Attachment 2 – Documents from F.L.H.S.I.'s Proposal to R.F.P. P-7-21-11 pertaining to price schedules and work to be completed.

Critical Locations

Florida High Speed Internet recognizes the importance of the data and voice services for the County's critical locations. Our network design utilizing dual technologies (fiber and wireless) is as robust as technically possible. Please find below the method and quantity of connectivity proposed for the critical locations. All of these critical sites will have redundant and physically diverse methods of connectivity for both the voice and data networks. Please note in the quantity that in most cases we are delivering diverse connections in excess of what is required for each (required = 2 paths)

Critical Location	Method	Quantity
Detention Center	Underground fiber & Microwave	3 total diverse paths 2 fiber and 1 microwave
Central Reference Library	Underground fiber & Microwave	4 total diverse paths 2 fiber and 2 microwave
Fire Rescue Center	Underground fiber & Microwave	3 total diverse paths 1 fiber and 2 microwave
Emergency Operations Center	Underground fiber & Microwave	3 total diverse paths 2 fiber and 1 microwave
Government Center North	Underground fiber & Microwave	6 total diverse paths 4 fiber and 2 microwave
Historic Titusville Courthouse	Underground fiber & Microwave	2 total diverse paths 1 fiber and 1 microwave
Melbourne Courthouse	Underground fiber & Microwave	3 total diverse paths 1 fiber and 2 microwave
Merritt Island Service Center	Underground fiber & Microwave	2 total diverse paths 1 fiber and 1 microwave
Brevard Government Center	Underground fiber & Microwave	4 total diverse paths 2 fiber and 2 microwave
Moore Justice Center	Underground fiber & Microwave	4 total diverse paths 2 fiber and 2 microwave

(TAB 6) Service Locations and Attachments

Attachment A

Verify Service Availability at Each Location by Checking the Box Associated with That Location					
	Facility Name	Address	Hosted Voice	Phone Lines	SIP Circuits
	Multi Tenant Sites:				
<input checked="" type="checkbox"/>	Brevard County Government Center	2725 Judge Fran Jamieson Way	756	73	
<input checked="" type="checkbox"/>	Clerk				1
<input checked="" type="checkbox"/>	Moore Justice Center	2825 Judge Fran Jamieson Way	250	46	
<input checked="" type="checkbox"/>	Emergency Operations Center	1746 Cedar St.	94	8	637-6670
<input checked="" type="checkbox"/>	Merritt Island Service Complex	2575 N Courtenay PKWY	21	8	
<input checked="" type="checkbox"/>	Detention Center	860 Camp Road	2	34	
<input checked="" type="checkbox"/>	Fire Rescue Center	1040 Florida Avenue	74	9	633-2056
<input checked="" type="checkbox"/>	Government Center North	400 South St.	39	11	
<input checked="" type="checkbox"/>	Clerk				1
<input checked="" type="checkbox"/>	Historic Courthouse	506 S Palm Ave	33	6	
<input checked="" type="checkbox"/>	Melbourne Courthouse	51 S Nieman Ave	30	11	
<input checked="" type="checkbox"/>	Clerk				1
<input checked="" type="checkbox"/>	Melbourne Service Complex A&B	1515 Sarno Road	18	6	
<input checked="" type="checkbox"/>	South Mainland Svc Complex	450 Cogan Drive S. E		5	
<input checked="" type="checkbox"/>	North Brevard Service Complex	700 Park Avenue		16	
<input checked="" type="checkbox"/>	Single Tenant Sites:				
<input checked="" type="checkbox"/>	Agricultural Center	3695 Lake Dr	27	3	633-1702
<input checked="" type="checkbox"/>	Asset Management	345 Wenner Way	9	1	349-3075
<input checked="" type="checkbox"/>	Central Services/ Central Fleet	4690 N Wickham Rd.	13	2	255-4355
<input checked="" type="checkbox"/>	Commissioner District I	2000 South Washington Ave., 2nd Floor	6	0	607-6901
<input checked="" type="checkbox"/>	Commissioner District III	2539 NE Palm Bay Road, Suite #4	2	1	372-7721
<input checked="" type="checkbox"/>	Commissioner District V	490 NE Centre Lake Dr., #175	6	0	253-6611
<input checked="" type="checkbox"/>	Facilities Shop - Central	353 Wenner Way	4	1	633-7107

<input checked="" type="checkbox"/>	Facilities Shop - North	475 Pine St	3	1		264-6795
<input checked="" type="checkbox"/>	Facilities Shop - Detention Center	150 Doler Way	6	1		690-1560
<input checked="" type="checkbox"/>	Fire Rescue Fleet Maintenance	351 Wenner Way, Cocoa	10	1		633-1862
<input checked="" type="checkbox"/>	Fire Rescue /Supply Warehouse	300 Ansin Road	13	4		433-4491
<input checked="" type="checkbox"/>	Fire Station #21	4940 US Highway 1	9	3		264-5126
<input checked="" type="checkbox"/>	Fire Station #22	2476 Taylor Ave	6	1		264-5021
<input checked="" type="checkbox"/>	Fire Station #23	770 Park Ave	9	2		264-6786
<input checked="" type="checkbox"/>	Fire Station #24	2280 Columbia Blvd	6	3		264-5023
<input checked="" type="checkbox"/>	Fire Station #26	6655 Carole Ave	6	1		633-1779
<input checked="" type="checkbox"/>	Fire Station #28	4870 N Highway US1, Cocoa	7	1		633-1849
<input checked="" type="checkbox"/>	Fire Station #29	3950 Canaveral Groves Blvd	9	1		635-7835
<input checked="" type="checkbox"/>	Fire Station #40	6400 N Tropical Trail	7	1		455-1353
<input checked="" type="checkbox"/>	Fire Station #41	300 Alma Blvd	8	1		455-1351
<input checked="" type="checkbox"/>	Fire Station #42	840 N Banana River Dr	6	1		455-1354
<input checked="" type="checkbox"/>	Fire Station #43	902 Airport Rd	7	2		455-1356
<input checked="" type="checkbox"/>	Fire Station #44	3780 W King St.	8	1		633-1774
<input checked="" type="checkbox"/>	Fire Station #45	1800 Rockledge Blvd	4	1		635-7825
<input checked="" type="checkbox"/>	Fire Station #46	114 S Fiske Ave	5	1		349-2262
<input checked="" type="checkbox"/>	Fire Station #47	7225 Murrell Rd	6	1		255-4384
<input checked="" type="checkbox"/>	Fire Station #48	5550 Porada Dr.	10	4		433-4411
<input checked="" type="checkbox"/>	Fire Station #60	190 Jackson Ave	no	ATT		783-4810
<input checked="" type="checkbox"/>	Fire Station #61	50 S Orlando Ave Bldg 3	no	ATT		863-1139
<input checked="" type="checkbox"/>	Fire Station #62	299 Sea Park Blvd	7	1		779-4000
<input checked="" type="checkbox"/>	Fire Station #63	2602 Highway A1A	8	4		779-4002
<input checked="" type="checkbox"/>	Fire Station #64	2550 S Highway A1A	6	1		952-4502
<input checked="" type="checkbox"/>	Fire Station #65	7400 S Highway A1A	7	1		952-4558
<input checked="" type="checkbox"/>	Fire Station #66	1695 Aurora Road	6	3		255-4433
<input checked="" type="checkbox"/>	Fire Station #67 /68	11 N Nieman Ave	5	1		722-5490

<input checked="" type="checkbox"/>	Fire Station #80	400 Pineda Court	9	3		255-4300
<input checked="" type="checkbox"/>	Fire Station #81	4630 Lake Washington Rd	9	1		255-4302
<input checked="" type="checkbox"/>	Fire Station #82	109 NW Pine St	9	1		952-4504
<input checked="" type="checkbox"/>	Fire Station #83	5148 Minton Road,	9	4		952-6389
<input checked="" type="checkbox"/>	Fire Station #86	301 Barefoot Bay Blvd	9	2		772-664-5533
<input checked="" type="checkbox"/>	Fire Station #87	2855 Valkaria Road	12	3		728-3102
<input checked="" type="checkbox"/>	Fire Station #88	175 Medplex Parkway	5	1		724-5984
<input checked="" type="checkbox"/>	Fire Station #89	2051 DeGroodt	5	3		724-5981
<input checked="" type="checkbox"/>	Housing & Human Svcs/Comm Action Agen	611 Singleton Ave		1		264-5062
<input checked="" type="checkbox"/>	Housing & Human Svcs/ Comm Action Agen	415 Stone Ave	8	1		633-1951
<input checked="" type="checkbox"/>	Housing & Human Svcs/Comm Action Agen	601 E University Blvd	3	1		372-1250
<input checked="" type="checkbox"/>	Housing & Human Svcs / Medical Examiner	1750 Cedar St	19	6		633-1981
<input checked="" type="checkbox"/>	Library Services / Cocoa Beach Library	550 S Brevard Ave	19	5		868-1104
<input checked="" type="checkbox"/>	Library Services/ Eau Gallie Public Library	1521 Pineapple Ave.	16	4		255-4304
<input checked="" type="checkbox"/>	Library Services/ Franklin T. DeGroodt	6475 Minton Rd., SE	14	3		952-6317
<input checked="" type="checkbox"/>	Library Services/ Melbourne Public Library	540 Fee Ave	18	4		952-4514
<input checked="" type="checkbox"/>	Library Services/ Palm Bay Public Library	1520 Port Malabar Rd, NE	9	2		952-4519
<input checked="" type="checkbox"/>	Library Services/ Cape Canaveral Library	201 Polk Ave	12	5		868-1101
<input checked="" type="checkbox"/>	Library Services /Central Brevard Library	308 Forrest Ave	56	6		633-1792
<input checked="" type="checkbox"/>	Library Services/ Dr Martin Luther King Jr	955 E University Blvd	10	3		952-4511
<input checked="" type="checkbox"/>	Library Services/ Melbourne Beach Library	324 Ocean Ave	12	5		956-5642
<input checked="" type="checkbox"/>	Library Services/ Merritt Island Library	1195 N Courtenay Pkwy	14	5		455-1369
<input checked="" type="checkbox"/>	Library Services Mims Scotsmore Library	3615 Lionel Road	10	4		264-5080
<input checked="" type="checkbox"/>	Library Services/ Titusville Public Library	2121 S Hopkins Ave.	14	4		264-5026
<input checked="" type="checkbox"/>	Library Services/ Port St John Library	6500 Carole Ave	13	4		633-1867
<input checked="" type="checkbox"/>	Library Services/ Satellite Beach Library	751 Jamaica Dr	15	4		779-4004
<input checked="" type="checkbox"/>	Library Services/ Suntree Viera Library	902 Jordan Blass Blvd	18	5		255-4404
<input checked="" type="checkbox"/>	Library Services/ West Melbourne Library	2755 Windgate Blvd	14	5		952-4508

<input checked="" type="checkbox"/>	Library Services/South Mainland Micco	7921 Ron Beatty Rd	10	3		772-664-4066
<input checked="" type="checkbox"/>	Mosquito Control - Central	349 WENNER WAY	2	4		635-7841
<input checked="" type="checkbox"/>	Mosquito Control - North	800 Perimeter Rd	27	4		264-5032
<input checked="" type="checkbox"/>	Mosquito Control-South	#3 Pilots Place	9	0		952-4523
<input checked="" type="checkbox"/>	Natural Resources Field House	1311 E New Haven Ave	9	2		372-5186
<input checked="" type="checkbox"/>	Parks / Barrier Island Center	8385 S Highway A1A	10	2		723-3556
<input checked="" type="checkbox"/>	Park Caretaker Building	6100 S Hwy A1A	2	1		952-3236
<input checked="" type="checkbox"/>	Parks / Chain of Lakes	1614 Snowy Egret Dr	3	2		264-5090
<input checked="" type="checkbox"/>	Parks / Cocoa West	230 S. Burnett Rd	5	3		633-1987
<input checked="" type="checkbox"/>	Parks / Cuyler Learning Center	2329 Harry T Moore Ave	7	1		264-5045
<input checked="" type="checkbox"/>	Parks / North	475 N Williams Ave	26	3		264-5105
<input checked="" type="checkbox"/>	Parks / Central	840 Forrest Ave	17	1		633-1874
<input checked="" type="checkbox"/>	Parks / EELS Program	91 East Drive	17	2		255-4466
<input checked="" type="checkbox"/>	Parks / Enchanted Forest Sanctuary	444 Columbia Blvd	10	4		264-5185
<input checked="" type="checkbox"/>	Parks / Erna Nixon Nature Center	1200 Evans Rd	2	0		952-4525
<input checked="" type="checkbox"/>	Park Fay Wilderness	6300 Fay Boulevard	4	2		433-4412
<input checked="" type="checkbox"/>	Parks / Flutie Athletic Complex	2051 Oak St	2	1		952-6323
<input checked="" type="checkbox"/>	Parks / Fox Lake	4400 Fox Lake Rd		1		264-5105
<input checked="" type="checkbox"/>	Parks / Gibson Gym	835 Sycamore St.	2	1		264-5128
<input checked="" type="checkbox"/>	Parks / Harry T Moore Memorial	2180 Freedom Ave	4	3		264-6595
<input checked="" type="checkbox"/>	Parks / Holder	2850 Glendale Blvd	1	1		264-5055
<input checked="" type="checkbox"/>	Parks / Isacc Campbell	701 South St	6	1		264-5040
<input checked="" type="checkbox"/>	Parks / Joe Lee Smith	415 Stone Ave	3	2		633-1872
<input checked="" type="checkbox"/>	Parks / Kelly	2550 N. Banana River Dr	2	1		449-4727
<input checked="" type="checkbox"/>	Parks / Kiwanis Island	950 E Merritt Island Causway	9	1		455-1380
<input checked="" type="checkbox"/>	Parks / Long Point	700 Long Point Rd	4	1		952-4532
<input checked="" type="checkbox"/>	Parks / Manatee Hammock	7275 S Highway US1	6	3		264-5083
<input checked="" type="checkbox"/>	Parks / Martin Anderson Senior Center	1025 Florida Ave		3		

<input checked="" type="checkbox"/>	Parks / Max K Rodas	2885 Champion Way	9	5		952-3215
<input checked="" type="checkbox"/>	Parks / McLarty Recreation	790 Barton Blvd	3	3		633-1870
<input checked="" type="checkbox"/>	Parks / McKnight Family Pk	1089 Cogswell St	2	1		633-1809
<input checked="" type="checkbox"/>	Parks / Mechanics Shop	525 Singleton Ave	4	1		603-2151
<input checked="" type="checkbox"/>	Parks / Mitchell Ellington	575 West Hail Rd		3		449-4756
<input checked="" type="checkbox"/>	Parks / Rotary Park Nature Center	1800 S Tropical Trail	3	1		455-1385
<input checked="" type="checkbox"/>	Parks / Port St John Community Center	6650 Corto Rd	3	2		633-1904
<input checked="" type="checkbox"/>	Parks / Riverwalk	5355 Highway US 1	3	1		433-4490
<input checked="" type="checkbox"/>	Parks / Sam's House	6191 N Tropical Trail	10	3		449-4720
<input checked="" type="checkbox"/>	Parks / Sand Point	101 North Washington Ave	4	2		264-6475
<input checked="" type="checkbox"/>	Parks / Sandrift Recreation Center	585 N Singleton Ave	6	1		264-5037
<input checked="" type="checkbox"/>	Parks / South Beach Community Center	500 Old Florida Trail	5	3		952-3210
<input checked="" type="checkbox"/>	Parks / South Mainland Comm Ctr	3700 Allen Ave	4	1		772-663-8748
<input checked="" type="checkbox"/>	Parks / Space Coast Comm Sports Complex	662 Canaveral Grooves Blvd	3	1		635-7804
<input checked="" type="checkbox"/>	Parks / Stradley Maintenance shop	1881 Rosetine St.		1		633-1723
<input checked="" type="checkbox"/>	Parks / Statham Tom (Rivers Edge Event C	7101 S Highway US1		2		
<input checked="" type="checkbox"/>	Parks / Travis Park	2001 Michigan Ave	4	1		633-1871
<input checked="" type="checkbox"/>	Parks / Veterans Memorial Pier	2A Max Brewer Pkwy		2		
<input checked="" type="checkbox"/>	Parks / Viera Regional Park	2300 Judge Fran Jamieson Way	6	3		433-4890
<input checked="" type="checkbox"/>	Parks / Viera Regional Maintenance	2300 Judge Fran Jamieson Way	wireless connect			433-4891
<input checked="" type="checkbox"/>	Park Walter Butler Community Center	4201 N Highway US1	7	4		433-4448
<input checked="" type="checkbox"/>	Parks / Wickham Park (Ranger Station)	2500 Parkway Dr	6	1		255-4307
<input checked="" type="checkbox"/>	Parks / Wickham Maintenance	2500 Parkway Dr	3	1		255-4339
<input checked="" type="checkbox"/>	Parks / Wickham Park Senior Center	2785 Leisure Way	11	2		255-4494
<input checked="" type="checkbox"/>	Park Wickham Shops	2500 Parkway Dr	3	1		255-5583
<input checked="" type="checkbox"/>	Parks / Woody Simpson	1590 Schoolhouse		2		455-1379
<input checked="" type="checkbox"/>	Parks / Maintenance	591 Cone Rd	4	1		455-1314
<input checked="" type="checkbox"/>	Parks / Stores	345 WENNER	7	1		633-1782

<input checked="" type="checkbox"/>	Parks / WW James	330 Little League Lane		1		264-5035
<input checked="" type="checkbox"/>	Public Works	347 Wenner Way	5	1		633-1860
<input checked="" type="checkbox"/>	Public Works / Mathers Bridge	11490 South Tropical Trail		1		779-4019
<input checked="" type="checkbox"/>	Road & Bridge/ Central Fleet	4690 N Wickham Rd	19	1		255-4310
<input checked="" type="checkbox"/>	Road & Bridge Central Maintenance	555 Cone Road	13	1		455-1385
<input checked="" type="checkbox"/>	Road & Bridge Maint	6170 E Babcock St	4	1		952-6311
<input checked="" type="checkbox"/>	Road & Bridge North	2675 Flake Rd	9	1		264-5084
<input checked="" type="checkbox"/>	SCAT Cocoa	401 S Varr Avenue	49	6		635-7815
<input checked="" type="checkbox"/>	SCAT Melbourne	460 S Harbor City Blvd	16	1		952-4561
<input checked="" type="checkbox"/>	Sign Shop/Traffic Ops/Signals	580 Manor Drive	10	1		455-1440
<input checked="" type="checkbox"/>	Solid Waste Mockingbird Mulch	3600 South St	2	0		264-5009
<input checked="" type="checkbox"/>	Solid Waste Transfer Station	3379 Sarno Rd	8	7		255-4365
<input checked="" type="checkbox"/>	Solid Waste Transfer Station	4366 South Street	5	1		264-5048
<input checked="" type="checkbox"/>	Solid Waste Transfer Station Ops	2250 Adamson Rd	23	11		633-1888
<input checked="" type="checkbox"/>	Tourism	430 Brevard Ave	17	1		433-4470
<input checked="" type="checkbox"/>	Valkaria Airport	#1 Pilots Place	4	8		952-4590
<input checked="" type="checkbox"/>	Utility Svcs/ WWTP North	3205 Indian River Parkway		2		264-5099
<input checked="" type="checkbox"/>	Utility Svcs/ WWTPMIMS	2262 High Dr	8	3		264-5130
<input checked="" type="checkbox"/>	Utility Svcs/ Waste Water Treatment Plant	7773 Dottie Lane,	6	2		772-664-3629
<input checked="" type="checkbox"/>	Utility Svcs/ Waste Water Treatment Plant	3343 Egret Cir,	4	2		772-664-1633
<input checked="" type="checkbox"/>	Utility Svcs/ WWTP IHB	212 Riverside Park Dr,	5	1		779-4107
<input checked="" type="checkbox"/>	Utility Svcs/ WWTP MI	3630 N Courtenay PKWY	20	2		455-1338
<input checked="" type="checkbox"/>	Utility Svcs/ Water Resources Barefoot Bay	931 Barefoot Blvd	5	1		772-664-5916
<input checked="" type="checkbox"/>	Utility Svcs/ WWTP South Beaches	2800 S A1A	14	2		952-4549
<input checked="" type="checkbox"/>	Utility Svcs/ WWTP South Central	10001W Wickham Road	21	0		255-4328
<input checked="" type="checkbox"/>	Utility Svcs/ WWTP PSJ	3710 Juanita St	2	1		633-1865

Attachment D

Verify Service Availability at Each Location by Checking the Box Associated with That Location					
	Facility Name	Address	TYPE OF DATA SERVICE	BANDWIDTH	Ala Carte MRC
	Multi Tenant Sites:				
<input checked="" type="checkbox"/>	Brevard Government Center	2725 Judge Fran Jamieson Way	Metro-E	1G x 2	\$1,000
			Internet	100/100	\$650
Internal	Moore Justice Center	2825 Judge Fran Jamieson Way	Internal		
<input checked="" type="checkbox"/>	Emergency Operations Center	1748 Cedar St	Metro-E	1G x 2	\$1,100
			Internet	1G/1G	\$995
<input checked="" type="checkbox"/>	Merritt Island Service Complex	2575 N Courtenay PKWY	Metro-E	10M	\$150
<input checked="" type="checkbox"/>	Detention Center	860 Camp Road	Metro-E	100M	\$750
<input checked="" type="checkbox"/>	Fire Rescue Center	1040 Florida Avenue	Metro-E	100M	\$1,200
<input checked="" type="checkbox"/>			Internet	100/100	\$650
<input checked="" type="checkbox"/>	Government Center North	400 South St.	Metro-E	100M	\$750
<input checked="" type="checkbox"/>	Public Defender		Metro-E	100M	\$750
<input checked="" type="checkbox"/>	State Attorney		Broadband		
<input checked="" type="checkbox"/>	Historic Courthouse	Pine Street	Internal		
<input checked="" type="checkbox"/>	Melbourne Courthouse	51 S Nieman Ave	Metro-E	30M	\$740
<input checked="" type="checkbox"/>	Melbourne Service Complex A&B	1515 Sarno Road	Metro-E	10M	\$270
<input checked="" type="checkbox"/>	South Mainland Srvc Complex	450 Cogan Drive S E	Metro-E	10	\$150
<input checked="" type="checkbox"/>	North Brevard Service Complex	700 Park Avenue	Metro-E	30	\$310
	Single Tenant Sites:				
<input checked="" type="checkbox"/>	Agricultural Center	3695 Lake Dr	Internal		
<input checked="" type="checkbox"/>	Asset Management	345 Wenner Way	Broadband	50/10	\$125
Internal	Central Services/ Central Fleet Cocoa	353 Wenner Way	Internal		
<input checked="" type="checkbox"/>	Central Services/ Central Fleet Melbourne	4690 N Wickham Rd.	BHN (Shared) w#180	18/2	\$125
<input checked="" type="checkbox"/>	Commissioner District I	2000 South Washington Ave., 2nd Floor	Broadband	50/10	\$125
<input checked="" type="checkbox"/>	Commissioner District III	2539 NE Palm Bay Road, Suite #4	Broadband	50/10	\$125
<input checked="" type="checkbox"/>	Commissioner District V	490 NE Centre Lake Dr., #175	Broadband	50/10	\$125

<input checked="" type="checkbox"/>	Facilities Shop - Central	353 Wenner Way	Broadband	50/10	\$125	
Internal	Facilities Shop - North	475 Pine St	Internal		\$0	
Internal	Facilities Shop - Detention Center	150 Doler Way	Internal		\$0	
<input checked="" type="checkbox"/>	Fire Rescue Fleet Maintenance	351 Wenner Way, Cocoa	Broadband	50/10	\$125	
<input checked="" type="checkbox"/>	Fire Rescue /Supply Warehouse	300 Ansin Road	Broadband	50/10	\$125	
<input checked="" type="checkbox"/>	Fire Rescue Drill Yard	970 Inspiration Ln	Metro-E	10	\$150	
<input checked="" type="checkbox"/>	Fire Station #21	4940 US Highway 1	Broadband	50/10		
<input checked="" type="checkbox"/>	Fire Station #22	2476 Taylor Ave	Broadband	50/10	\$125	
<input checked="" type="checkbox"/>	Fire Station #23	770 Park Ave	Broadband	50/10	\$125	
<input checked="" type="checkbox"/>	Fire Station #24	2280 Columbia Blvd	Broadband	50/10	\$125	
<input checked="" type="checkbox"/>	Fire Station #26	6655 Carole Ave	Broadband	50/10	\$145	
<input checked="" type="checkbox"/>	Fire Station #28	4870 N Highway US1, Cocoa	Broadband	50/10	\$145	
<input checked="" type="checkbox"/>	Fire Station #29	3950 Canaveral Groves Blvd	Broadband	50/10	\$145	
<input checked="" type="checkbox"/>	Fire Station #40	6400 N Tropical Trail	Broadband	50/10	\$145	
<input checked="" type="checkbox"/>	Fire Station #41	300 Alma Blvd	Broadband	50/10	\$125	
<input checked="" type="checkbox"/>	Fire Station #42	840 N Banana River Dr	Broadband	50/10	\$125	
<input checked="" type="checkbox"/>	Fire Station #43	902 Airport Rd	Broadband	50/10	\$125	
<input checked="" type="checkbox"/>	Fire Station #44	3780 W King St	Broadband	100/20	\$125	
<input checked="" type="checkbox"/>	Fire Station #45	1800 Rockledge Blvd	Broadband	50/10	\$125	
<input checked="" type="checkbox"/>	Fire Station #46	114 S Fiske Ave	Broadband	50/10	\$125	
<input checked="" type="checkbox"/>	Fire Station #47	7225 Murrell Rd	Broadband	50/10	\$125	
<input checked="" type="checkbox"/>	Fire Station #48	5550 Parada Dr	Broadband	50/10	\$125	
<input checked="" type="checkbox"/>	Fire Station #60	190 Jackson Ave	Broadband	50/10	\$125	
<input checked="" type="checkbox"/>	Fire Station #61	45 S Orlando Ave Bldg 3	Broadband	50/10	\$125	
<input checked="" type="checkbox"/>	Fire Station #62	299 Sea Park Blvd	Broadband	50/10	\$125	
<input checked="" type="checkbox"/>	Fire Station #63	2602 Highway A1A	Broadband	50/10	\$125	
<input checked="" type="checkbox"/>	Fire Station #64	2550 S Highway A1A	Broadband	50/10	\$125	
<input checked="" type="checkbox"/>	Fire Station #65	7400 S Highway A1A	Broadband	50/10	\$125	
<input checked="" type="checkbox"/>	Fire Station #66	1695 Aurora Road	Broadband	50/10	\$125	
<input checked="" type="checkbox"/>	Fire Station #67 /68	11 N Nieman Ave	Broadband	50/10	\$125	
<input checked="" type="checkbox"/>	Fire Station #80	400 Pineda Court	Broadband	50/10	\$125	
<input checked="" type="checkbox"/>	Fire Station #81	4630 Lake Washington Rd	Broadband	50/10	\$125	
<input checked="" type="checkbox"/>	Fire Station #82	109 NW Pine St	Broadband	50/10	\$125	
<input checked="" type="checkbox"/>	Fire Station #83	5148 Minton Road	Broadband	50/10	\$125	
<input checked="" type="checkbox"/>	Fire Station #86	301 Barefoot Bay Blvd	Broadband	50/10	\$125	
<input checked="" type="checkbox"/>	Fire Station #87	2855 Valkaria Road	Broadband	50/10	\$125	
<input checked="" type="checkbox"/>	Fire Station #88	175 Medplex Parkway	Broadband	50/10	\$145	
<input checked="" type="checkbox"/>	Fire Station #89	2051 DeGroodt	Broadband	50/10	\$125	
Internal	Housing & Human Svcs/ Comm Action Agency	415 Stone Ave	Internal Part of 130			
<input checked="" type="checkbox"/>	Housing & Human Svcs/Comm Action Agency	601 E University Blvd	Broadband	50/10	\$125	
Internal	Housing & Human Svcs / Medical Examiner Ofc	1750 Cedar St	Internal	1Gig		
<input checked="" type="checkbox"/>	Library Services /Central Brevard Library	308 Forrest Ave	Metro-E	10M	\$150	
Internal	Mosquito Control - Central	349 WENNER WAY	Internal			
<input checked="" type="checkbox"/>	Mosquito Control - North	800 Perimeter Rd	Metro-E	20M	\$210	
Internal	Mosquito Control-South	#3 Pilots Place	Internal			
<input checked="" type="checkbox"/>	Natural Resources Field House	1311 E New Haven Ave	Broadband	50/10	\$125	
<input checked="" type="checkbox"/>	Parks / Barrier Island Center	8365 S Highway A1A	Broadband	50/10	\$125	
<input checked="" type="checkbox"/>	Park Caretaker Building	6100 S Hwy A1A	Broadband	50/10	\$145	
<input checked="" type="checkbox"/>	Parks / Chain of Lakes	1614 Snowy Egret Dr	Broadband	50/10	\$125	
<input checked="" type="checkbox"/>	Parks / Cocoa West	230 S Burnett Rd	Broadband	50/10	\$125	
<input checked="" type="checkbox"/>	Parks / Cuyler Learning Center	2329 Harry T Moore Ave	Broadband	50/10	\$125	
Internal	Parks / North	475 N Williams Ave	Internal			
<input checked="" type="checkbox"/>	Parks / Central	840 Forrest Ave	Broadband	50/10	\$125	
<input checked="" type="checkbox"/>	Parks / EELS Program	91 East Drive	Metro-E	10M	\$290	
<input checked="" type="checkbox"/>	Parks / Enchanted Forest Sanctuary	444 Columbia Blvd	Metro-E	10M	\$350	
<input checked="" type="checkbox"/>	Parks / Erna Nixon Nature Center	1200 Evans Rd	Broadband	50/10	\$145	
<input checked="" type="checkbox"/>	Park Fay Wilderness	6300 Fay Boulevard	Broadband	50/10	\$145	
<input checked="" type="checkbox"/>	Parks / Flutie Athletic Complex	2051 Oak St	Broadband	50/10	\$125	

N/A	Parks / Fox Lake	4400 Fox Lake Rd	N/A			
✓	Parks / Gibson Gym	835 Sycamore St	Broadband	50/10	\$145	
✓	Parks / Harry T. Moore Memorial	2180 Freedom Ave	Broadband	50/10	\$125	
✓	Parks / Holder	2650 Glendale Blvd	Broadband	50/10	\$125	
✓	Parks / Isacc Campbell	701 South St	Broadband	50/10	\$125	
✓	Parks / Joe Lee Smith	415 Stone Ave	Broadband	50/10	\$125	
✓	Parks / Kelly	2550 N. Banana River Dr	Broadband	50/10	\$125	
✓	Parks / Kwanis Island	950 E. Merritt Island Causway	Broadband	50/10	\$125	
✓	Parks / Long Point	700 Long Point Rd	Broadband	50/10	\$125	
✓	Parks / Manatee Hammock	7275 S. Highway US1	Broadband	50/10	\$125	
N/A	Parks / Martin Anderson Senior Center	1025 Florida Ave	N/A			
✓	Parks / Max K. Rodes Community Center	2885 Champion Way	Broadband	50/10	\$125	
✓	Parks / Max K. Rodes	3410 Flanagan Ave	Broadband	50/10	\$125	
✓	Parks / McLarty Recreation	790 Barton Blvd	Broadband	50/10	\$145	
✓	Parks / McKnight Family Pk	1089 Cogswell St	Broadband	50/10	\$125	
Internal	Parks / Mechanics Shop	525 Singleton Ave	Internal			
✓	Parks / Mitchell Ellington	575 West Hall Rd	Broadband	50/10	\$145	
✓	Parks / Rotary Park Nature Center	1800 S. Tropical Trail	Broadband	50/10	\$145	
✓	Parks / Port St John Community Center	6650 Corto Rd	Broadband	50/10	\$145	
✓	Parks / Riverwalk	5355 Highway US 1	Broadband	50/10	\$125	
✓	Parks / Sam's House	6191 N Tropical Trail	Broadband	50/10	\$145	
✓	Parks / Sand Point	101 North Washington Ave	Broadband	50/10	\$125	
✓	Parks / Sandrift Recreation Center	585 N Singleton Ave	Broadband	50/10	\$125	
✓	Parks / South Beach Community Center	500 Old Florida Trail	Broadband	50/10	\$125	
✓	Parks / South Mainland Comm. Ctr	3700 Allen Ave	Broadband	50/10	\$145	
✓	Parks / Space Coast Comm Sports Complex	662 Canaveral Grooves Blvd	Broadband	50/10	\$145	
✓	Parks / Stadley Maintenance shop	1881 Roseline St	Broadband	50/10	\$125	
N/A	Parks / Statham, Tom (Rivers Edge Event Ctr)	7101 S. Highway US1	N/A			
✓	Parks / Travis Park	2001 Michigan Ave	Broadband	50/10	\$125	
✓	Parks / Veterans Memorial Pier	2A Max Brower Pkwy	N/A			
✓	Parks / Viera Regional Park	2300 Judge Fran Jamieson Way	Broadband	50/10	\$125	
Internal	Parks / Viera Regional Maintenance	2300 Judge Fran Jamieson Way	Internal			
✓	Park Waller Butler Community Center	4201 N. Highway US1	Broadband	50/10	\$125	
✓	Parks / Wickham Park (Ranger Station)	2500 Parkway Dr	Broadband	50/10	\$125	
✓	Parks / Wickham Maintenance	2500 Parkway Dr	Broadband	50/10	\$125	
N/A	Parks / Wickham Park Senior Center	2785 Leisure Way	N/A			
Internal	Park Wickham Shops	2500 Parkway Dr	Internal			
✓	Parks / Woody Simpson	1500 Schoolhouse	Broadband	50/10	\$145	
✓	Parks / Maintenance	591 Cone Rd	Broadband	50/10	\$125	
Internal	Parks / Stores	345 Wenner Way	Internal			
N/A	Parks / WW James	330 Little League Lane	N/A			
✓	Public Works	347 Wenner Way	Broadband	50/10	\$125	
✓	Public Works / Mathers Bridge	11490 South Tropical Trail	Broadband	50/10	\$125	
✓	Road & Bridge/ Central Fleet	4690 N Wickham Rd	Metro-E	10M	\$175	
✓	Road & Bridge Central Maintenance	555 Cone Road	Broadband	50/10	\$125	
✓	Road & Bridge Maint	6170 E. Babcock St	Broadband	50/10	\$145	
✓	Road & Bridge North	2675 Flake Rd	Metro-E	50M	\$425	
✓	SCAT Cocoa	401 S Varr Avenue	Metro-E	50M	\$425	
✓	SCAT Melbourne	460 S Harbor City Blvd	Metro-E	20M	\$270	
✓	Sign Shop/Traffic Ops/Signals	580 Manor Drive	Broadband	50/10	\$125	
✓	Solid Waste Mockingbird Mulch	3600 South St	Metro-E	10	\$175	
✓	Solid Waste Transfer Station	3379 Sarno Rd	Metro-E	10	\$175	
✓	Solid Waste Transfer Station	4366 South Street	Metro-E	10	\$175	
✓	Solid Waste Transfer Station Ops	2250 Adamson Rd	Metro-E	10	\$295	
✓	Tourism	430 Brevard Ave	Metro-E	25	\$270	
Internal	Valkona Airport	#1 Pilots Place	Internal			
✓	Utility Svcs/ Water Resources Barefoot Bay	931 Barefoot Blvd	Broadband	50/10	\$125	
✓	Utility Svcs/ WWTP PSJ	3710 Juanita St	Broadband	50/10	\$145	
	Notes:					

	Broadband - minimum 25/3 Static IP - Internet Access					
	Internal - using existing County connections					
	Metro-E - Symetric Bandwidth - layer 2					
	Internal - Symetric Bandwidth - Internet Access w/Static Ips					
	Contractor Notes:					
	Internal - no pricing as using County connections					
	Metro-E - Price includes remote location terminating at both EOC and Gov't Center					
	Metro-E - Between Gov't Center and EOC - 1 Gig					

Attachment E

Verify Service Availability at Each Location by Checking the Box Associated with That Location					FLHS/ PROPOSED PRICING		
	Facility Name	Address	City	TYPE OF DATA SERVICE	BANDWIDTH	Build MRC	À la Carte MRC
<input checked="" type="checkbox"/>	Library Services / Cocoa Central Library	308 Forrest Ave	Cocoa	Internet	1G	\$995.00	\$995.00
The following must circuit must be one vendor							
<input checked="" type="checkbox"/>	Library Services / Cocoa Central Library	308 Forrest Ave	Cocoa	Aggregate Metro	700M		0
<input checked="" type="checkbox"/>	Library Services/ Eau Gallie Public Library	1521 Pineapple Ave	Melbourne	Metro-E to Cocoa *	70M		\$550.00
<input checked="" type="checkbox"/>	Library Services/ Franklin T. DeGroot	6475 Wilton Rd SE	Palm Bay	Metro-E to Cocoa *	70M		\$550.00
<input checked="" type="checkbox"/>	Library Services/ Melbourne Public Library	540 Fee Ave	Melbourne	Metro-E to Cocoa *	70M		\$550.00
<input checked="" type="checkbox"/>	Library Services/ Palm Bay Public Library	1520 Port Malabar Rd NE	Palm Bay	Metro-E to Cocoa *	70M		\$550.00
<input checked="" type="checkbox"/>	Library Services/ Cape Canaveral Library	201 Polk Ave	Cape Canaveral	Metro-E to Cocoa *	70M		\$550.00
<input checked="" type="checkbox"/>	Library Services/ Dr Martin Luther King Jr	955 E. University Blvd	Melbourne	Metro-E to Cocoa *	70M		\$550.00
<input checked="" type="checkbox"/>	Library Services/ Melbourne Beach Library	324 Ocean Ave	Melbourne Beach	Metro-E to Cocoa *	70M		\$550.00
<input checked="" type="checkbox"/>	Library Services/ Merritt Island Library	1195 N. Courtenay Pkwy	Merritt Island	Metro-E to Cocoa *	70M		\$550.00
<input checked="" type="checkbox"/>	Library Services/ Mims Scotsmore Library	1615 Lionel Road	Mims	Metro-E to Cocoa *	70M		\$550.00
<input checked="" type="checkbox"/>	Library Services/ Titusville Public Library	2121 S. Hopkins Ave	Titusville	Metro-E to Cocoa *	70M		\$550.00
<input checked="" type="checkbox"/>	Library Services/ Port St. John Library	6500 Carole Ave	Port St. John	Metro-E to Cocoa *	70M		\$550.00
<input checked="" type="checkbox"/>	Library Services/ Satellite Beach Library	751 Jamaica Dr	Satellite Beach	Metro-E to Cocoa *	70M		\$550.00
<input checked="" type="checkbox"/>	Library Services/ Suntree Viera Library	802 Jordan Blass Blvd	Melbourne	Metro-E to Cocoa *	70M		\$550.00
<input checked="" type="checkbox"/>	Library Services/ West Melbourne Library	2755 Windgate Blvd	West Melbourne	Metro-E to Cocoa *	70M		\$550.00
<input checked="" type="checkbox"/>	Library Services/South Mainland Micco	7921 Ron Batty Rd	Micco	Metro-E to Cocoa *	70M		\$550.00
<input checked="" type="checkbox"/>	Library Services / Cocoa Beach Library	550 S Brevard Ave	Cocoa Beach	Metro-E to Cocoa *	70M		\$550.00
Notes: * Support for Jumbo frames & Burstable						\$5,780.00	

*** 50M Mbps of Metro-E included in remote site pricing

(TAB 7) Pricing Structure

PRICE SHEET SUMMARY

Data Circuit Pricing

On Attachment D (Data Circuits) Florida High Speed Internet (FLHSI) is proud to bid on all locations, all circuits.

ALL CIRCUITS: \$17,580.00 / month

Shown on Attachment D are the individual (ala carte) pricings for locations should Brevard County elect to select FLHSI for less than all the circuits.

Voice Pricing

On Attachment A (Voice services) Florida High Speed Internet (FLHSI) is proud to bid on all locations, all voice services (VoIP, SIP trunks and Analog).

ALL Voice services: **\$20,700.00 / month** - if FLHSI is awarded Data Circuits.

ALL Voice services: **\$27,200.00 / month** - if FLHSI is **not** awarded Data Circuits.

Library Services Data Circuits

On Attachment E (Library Circuits), Florida High Speed Internet (FLHSI) is proud to bid on all locations, all circuits.

ALL METRO-E CIRCUITS: \$5,780 / month (including the 700Mbps -burstable - aggregate circuit at Cocoa)

Shown on Attachment E are the individual (ala carte) pricings for each Metro-E circuit should Brevard County elect to select FLHSI for less than all the circuits. Each location price includes the remote location and the Central Library location for a complete Metro-E circuit.

INTERNET CIRCUIT: \$995.00 / month

1 Gig Internet, burstable to 2 Gigs (no additional charge). This pricing is applicable if FLHSI is the selected Contractor for all circuits or only the Internet Circuit.