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North Florida Broadband Authority

Request for Proposals

Tower Attachment Cable and Hardware

NFBA RFP #2011-04 October 01, 2010

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MBE/WBE/DBE businesses are encouraged to participate. The North Florida Broadband Authority supports Equal Opportunity Employment and Drug Free Workplace policies

Section 1: Notice to Prospective Respondents

1.1 Notice is hereby given that the North Florida Broadband Authority (the "NFBA") will accept proposals from qualified respondents for Tower Attachment Cable and Hardware.

Sealed proposals will be accepted at: **North Florida Broadband Authority** c/o: NFBA General Manager - Government Services Group 1500 Mahan Drive, Suite 250 Tallahassee, FL 32308

- 1.2 Proposals will be accepted until 5:00 PM EDT, November 1, 2010.
- 1.3 The North Florida Broadband Authority is an inter-governmental utility authority. In 2009, the NFBA applied for funding under the American Recovery and Reinvestment Act (ARRA) to build a Wireless Broadband Middle Mile Network (the "Network") to serve 15 counties in north central Florida. In early 2010, the National Telecommunications and Information Administration (NTIA), Department of Commerce, awarded ARRA BTOP funds to the NFBA to deploy the new network.
- 1.4 The current estimated time-frame for completion of the Network is in the next 18-24 months. Therefore, time is of the essence in selecting qualified respondents to provide products and services necessary for successful deployment of the Network.

Section 2: Project Overview

- 2.1 The NFBA Wireless Broadband Middle Mile Network will be owned and operated by the NFBA. The Network will be mainly a microwave system offering:
 - High speed, high capacity Ethernet backhaul throughout the Network's service area;
 - Multiple inter-connection points to one or more fiber networks supporting the public internet; and
 - Inter-connection points to local (last mile) service providers, anchor institutions, and other Network tenants.
- 2.2 The Network will support ubiquitous broadband Internet access and other IP communications services for local communities, governmental entities, businesses, anchor institutions (schools, health care, libraries, public buildings, public safety, etc.), and last mile providers within or near the Network's service area consisting of its member counties. The main purpose of the Network is to provide non-discriminatory, affordable, and scalable fixed broadband wireless infrastructure supporting Internet access for all constituencies as well as last mile providers who implement local access connections to the Network.
- 2.3 The NFBA is working to deploy the Network at the lowest practicable cost to provide affordable high quality, high speed Internet connectivity where it is currently unavailable or inaccessible in the service area.

Section 3: Issuing Entity

3.1 NFBA Organization

3.1.1 The North Florida Broadband Authority members include the following:

Counties			
Baker	Bradford	Columbia	Dixie
Gilchrist	Lafayette	Hamilton	Jefferson
Levy	Madison	Putnam	Suwannee
Taylor	Union	Wakulla	

Municipalities

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City of Cedar Key	City of Lake City	City of Live Oak	City of Monticello
City of Perry	City of Worthington Springs	Town of Cross City	Town of White Springs

- 3.1.2 Government Services Group, Inc., located in Tallahassee, FL, serves as the NFBA General Manager.
- 3.1.3 AireWire, Inc., located in Tallahassee, FL, is the NFBA Project Manager (including the NFBA Project Management Office or "PMO").
- 3.1.4 Rapid Systems, Inc., located in Tampa, FL, is the NFBA Network Engineer.
- 3.2 For additional information about the NFBA, the federal award, and the proposed wireless broadband Middle Mile Network, please visit the NFBA's website at www.nfba-fl.org.
- 3.3 The NFBA Board of Directors holds public meetings on the second Wednesday of every month at 2:00 PM in the Suwannee River Water Management Office, 9225 County Road 49, Live Oak, FL 32060. The agenda for each upcoming meeting and the minutes from each previous meeting can be found at the NFBA website.

Section 4: Prime Equipment

- 4.1 This document outlines the "Tower Attachment Cable and Hardware" requirements, to support the North Florida Broadband Authority's Network.
- 4.2 This document outlines the requirements for the Tower Attachment Cable and Hardware for approximately 120 sites located in the NFBA service territory. The Tower Attachment Cable and Hardware are part of a fixed wireless network and all installations shall adhere to the highest telecom industry standards.
- 4.3 The respondent shall provide price quotes for
 - 4.3.1 Tower Attachment Cable and Hardware for 120 sites as described herein

Section 5: NFBA Procurement Process

- 5.1 Proposal Submission Process
 - 5.1.1 Proposals must be received by the date and time specified below:
 - 5.1.2 Proposals Due: 5:00 PM EDT on November 1, 2010.
 - 5.1.3 Proposals received after the due date and time will not be accepted and will be returned to the respondent.
 - 5.1.4 Delivery Instructions: Please send one (1) signed original marked "Original" and eight (8) copies marked "Copy" of the entire proposal. All printed copies of the proposal must be delivered in a sealed envelope with the notation NFBA RFP #2011-04 and the address below clearly shown on the face of the envelope to:

North Florida Broadband Authority c/o NFBA System Manager-Government Services Group 1500 Mahan Drive, Suite 250 Tallahassee, FL 32308

5.1.5 Respondents wishing to submit proposals for multiple NFBA Equipment RFPs are required to submit separate responses to each RFP.

5.2 Procurement Schedule

•	Release of RFP	October 1, 2010
•	Pre-Proposal Conference	October 8, 2010
•	Deadline for Written Questions	October 15, 2010
•	Deadline for Submission of Proposal	November 1, 2010
•	Proposal Opening Date	November 2, 2010
•	Anticipated Selection Committee Meeting	November 18, 2010
•	If needed 2 nd Selection Committee Meeting	November 29, 2010
•	NFBA Board Approval	December 8, 2010

- 5.2.1 The NFBA will host a Pre-Proposal Conference starting at 10:00 a.m. EDT on October 8, 2010 at the Monroe Street Conference Center, 2714 Graves Road, Tallahassee, Florida, and attendance at the Pre-Proposal Conference is not mandatory. The Pre-Proposal Conference may be attended in person or by webex. Please visit the NFBA website on October 04, 2010 for information about the Pre-Proposal Conference agenda, when this specific RFP will be discussed during the Conference, and to obtain instructions for joining the Pre-Proposal Conference by webex (which will include a call-in number for conference call participants).
- 5.2.2 NFBA Selection Committee will meet in two public meetings at the Suwannee River Water Management District Office, 9225 County Road 49, Live Oak, Florida
 - November 18, 2010 starting 10:00 a.m. EST
 - November 29, 2010 starting 10:00 a.m. EST

- 5.2.3 The NFBA selection committee will announce its recommendations at the NFBA Board of Directors Meeting starting at 2:00 p.m. EST on December 8, 2010. The meeting will be held at the Suwannee River Water Management Office, 9225 County Road 49, Live Oak, Florida .
- 5.2.4 After the release of the RFP on October 1, 2010, please visit the NFBA website to determine if there are any changes to the meeting dates, venues, or instructions cited above.

5.3 Communications Guidelines for Respondents/Cone of Silence

- 5.3.1 Any questions should be emailed to Faith Doyle at fdoyle@govmserv.com or faxed to 407-629-6963. All questions must be received by Faith Doyle by October 15, 2010, 5:00 PM Eastern Daylight Time. Answers to all questions will be promptly posted to the NFBA website by October 20, 2010, 5:00 PM Eastern Daylight Time.
- 5.3.2 Contact with any NFBA official including members of the NFBA Board of Directors, members of the Proposal Selection Committee, other NFBA officials (including staff), the NFBA General Manager, the NFBA Network Engineer (including staff), and the NFBA Project Manager (including staff), except as otherwise provided herein, is prohibited and may be grounds for disqualification.
- 5.3.3 After the proposal is issued, all communication by or with the NFBA and its representatives will cease, except for the scheduled meetings and written questions in the schedule outlined above, until ranking of the selected proposals has been approved by the Board of Directors. This "quiet period" or "cone of silence" will be rigorously enforced. If any respondent violates the quiet period, the respondent's proposal will be disallowed.

5.4 Addenda

- 5.4.1 The NFBA will record responses to inquiries and any additional submittal instructions in the form of written addenda to this RFP. All such information will be posted to the NFBA website.
- 5.4.2 If revision to the RFP becomes necessary for any reason, the NFBA will provide written addenda which will be posted on the NFBA website.
- 5.4.3 It is the responsibility of all respondents to visit the NFBA website regularly to obtain any updates. Each respondent should check the website on a daily basis. All respondents shall indicate by signing the Certification Page (Attachment B) that they have received and read the addenda posted on the website.

5.5 Proposal Evaluation Process

- 5.5.1 The NFBA will evaluate all proposals received by the date and time due, and will select one or more qualified proposals.
- 5.5.2 The NFBA will evaluate all complete on-time proposals and will select the proposal(s) that, solely at the NFBA's discretion, best meet the interests of the NFBA.
- 5.5.3 The NFBA maintains the right to request clarifications of information submitted and to request additional information of any respondent. The NFBA shall be the sole judge of its own best interest and the qualifications of respondents.
- 5.5.4 Proposals will be scored and ranked using the evaluation criteria established in this RFP by an impartial NFBA selection committee. If necessary, qualified independent third-party reviewers may be engaged to provide subject matter expertise as required.

- 5.5.5 The selection committee may request additional information from a respondent only for the purpose of clarifying the respondent's proposal. Such additional information will be requested in writing (electronic and/or hard copy) including an explanation as to the nature of the inquiry, instructions for responding, and deadline for submitting a response. Information submitted after the deadline for responding, will not be considered by the evaluation committee.
- 5.5.6 If the selection committee determines that additional information should be obtained from all valid respondents, all respondents will receive an identical request for information following the process described above.
- 5.5.7 At the conclusion of the selection committee's evaluation, the committee will submit its findings and recommendations along with all scoring and ranking data to the NFBA Board.
- 5.5.8 Proposal rankings and award recommendations will be presented by the evaluation committee at the regular public meeting of the NFBA Board of Directors on December 8, 2010 (which is scheduled to begin at 2PM in the Suwannee River Water Management NFBA Office, 9225 County Road 49, Live Oak, FL 32060). At the meeting, the NFBA Board will vote on the selection of one or more awardees and proposed contracts are not final until approved by the board.
- 5.5.9 All decisions made by the NFBA Board will be final.
- 5.5.10 Final selection and contract negotiations will be governed by the laws and procurement regulations of the NFBA, the State of Florida, the BTOP and ARRA Programs and any other applicable regulations.
- 5.5.11 A proposed form Master Equipment Purchase Agreement is included herein as Attachment A for convenience. Respondents should review the proposed contract form and indicate any objections or requested changes to those standard terms and conditions within the proposal.

Section 6: Proposal Guidelines

- 6.1 Proposal Requirements
 - 6.1.1 The NFBA reserves the right to reject any or all proposals, or to waive any non-substantial irregularities in submittals whenever such rejection or waiver is in the best interest of the NFBA. In the event that all proposals are rejected or waived, the NFBA reserves the right to re-solicit for other qualified respondents.
 - 6.1.2 All proposals must meet the requirements as they are stated and / or described in this RFP.
 - 6.1.3 The deployment of the NFBA Network is contingent upon the continued receipt of ARRA BTOP funds. Although the disruption of funds is unlikely, all prospective respondents should be aware that this possibility exists. In the event of funds disruption: (a) the NFBA project schedule may be modified; (b) the project may be suspended, extended, or cancelled; and/or (c) the NFBA may delay or terminate contracts or orders as necessary.
 - 6.1.4 Proposals received after the deadline set forth in Section 5.1 will be returned unopened to the respondent. Respondents may withdraw their submissions by notifying the NFBA in writing at any time prior to the deadline.
 - 6.1.5 This RFP does not constitute an offer or a contract with the respondent. A contract or agreement is not implied until a contract is approved and executed by the NFBA.
 - 6.1.6 The NFBA may choose, in the sole exercise of its discretion, to select all, some, or none of the proposals.

- 6.1.7 Neither the NFBA nor its representatives will be liable for any expenses incurred by respondents in connection with preparation of a proposal pursuant to this RFP. Respondents should prepare their proposals simply and economically, providing a straight-forward, succinct, and concise description of equipment, prices, terms, and their ability to meet the requirements.
- 6.1.8 All proposals are subject to Public Records disclosure consistent with Chapter 119, Florida Statutes.

6.2 Required Format

- 1. □ Letter of Transmittal The letter should be brief and introductory in nature. The letter should state the name of the individual authorized to make commitments for the firm. The letter should also include a description of all partnerships, joint ventures and sub-contractors who will be part of the respondent's team and an explanation of the exact nature of the relationship.
- 2. Table of Contents Clearly identify the material by page number
- 3. □ Executive Summary Brief summary of the proposal. Discuss the respondent's experience and capabilities including information pertaining to the respondent's ability to perform.
- 4.
 □ Attachment A: Proposed Contract Form

- 7. C Attachment D: Public Entity Crimes(For Information Only)
- 8. Attachment E: Drug Free Workplace Certification(Optional)
- 9. Attachment F: Equal Opportunity Employer (EOE) Statement
- 10.
 Attachment G: MBE/WBE/DBE Business Participation
- 11.

 Attachment H: Conflict of Interest Statement
- 13.
 Attachment J: Pricing Information
- 14.

 Attachment K: Product Component Data Sheets
- 16. □ Respondents may provide supplemental documentation to amplify or clarify information about their products and services. However, respondents may not furnish corporate brochures, marketing materials, sales collateral, annual reports, press releases, news articles, or other extraneous information about their firm or their products and services.

Section 7: Proposal Evaluation Criteria

7.1 Evaluation: Weighted Criteria Matrix

CRITERIA	WEIGHT
Pricing	40%
Ability to Meet Technical/Performance Requirements	20%
Product Availability	15%
Warranties	15%
References	10%

7.2 If a respondent to this RFP is currently a State of Florida contractor with a valid price/rate schedule currently in force, the NFBA expects to receive proposals from such respondents with pricing and financial terms (discounts, payment, etc.) that are consistent with or better than the respondent's State of Florida contract. Such respondents are encouraged to:

Identify any State of Florida contract(s):

- Propose pricing and financial terms that are consistent with or better than the State contract(s).
- o Identify any deviations from the State contract(s) that are specific to this RFP.
- o Attach the specific State of Florida price/rate schedules with their proposal.

Section 8: Requirements

- 8.1 The following section provides the technical requirements for the Tower Attachment Cable and Hardware as required for the NFBA Network Project. Respondents must clearly describe how their products meet or exceed the requirements as stated.
- 8.2 Respondents offering specific components should clearly identify the components in their proposals, how the components meet the requirements stated in this RFP, and itemized pricing for each component.
- 8.3 Respondents must offer pricing that will remain firm for three years from the execution date of a Contract. There must be no price level increase for the 3 year period.
- 8.4 Discounts for volume purchases, minimum order quantities, or other financial incentives are invited and should be clearly described by the respondent in the proposal.
- 8.5 Proposals must itemize all additional (add-on) costs, if any, related to equipment warranties, maintenance, support, and other services not included in system/component pricing. Warranty periods and conditions should be clearly described. If the respondent offers special maintenance and/or support programs, such programs should also be clearly described with your pricing in Attachment "J"

8.6 All prices must include delivery free on board (FOB) to:

North Florida Broadband Authority Field Office C/O Rapid Systems 1155 US Highway 17 Wauchula, Florida 33873

- 8.7 Delivery of all material, components, and equipment must be capable of being completed within 6 weeks after receipt of a purchase order to the address listed above in Wauchula, Florida.
- 8.8 The North Florida Broadband Authority is not subject to taxes and all pricing must reflect this.
- 8.9 Tower Attachment Cable and Hardware must be as specified in the table as designated below or be of equal or greater quality.

Group	Min Quantity of Group	Manufacturer	Part Number	Description	Unit
Cable	33.000 Feet				
	1	Times Microwave	LMR-400-PVC-W	LMR400 Low Loss Cable	EA
	1	Times Microwave	LMR-600-75	LMR600 Low Loss Cable	EA
	1	Times Microwave	LMR-900-DB	LMR900 Low Loss Cable	EA
	1	Ecoflex			EA
Heletia a Origo	I	Ecollex	Ecoflex 15	1/2 inch Low Loss Coax Cable	EA
Hoisting Grips	75	Wireless Solutions	WS-HG38P	Hoisting Grip, Lace-up LMR-400 Coax	EA
	75	Wireless		Uninting Orig. Long. up LMD 000 Consu	F •
	75	Solutions Wireless	WHG-12L	Hoisting Grip, Lace-up LMR-600 Coax	EA
	75	Solutions	WHG-58L	Hoisting Grip, Lace-up LMR-900 Coax	EA
	75	Andrews	43094	Hoisting Grip, Lace-up 1/2 inch Coax	EA
Ground Kits					
	100	Times Microwave	GK-S400TT	Ground Kit for LMR400	EA
	100	Times Microwave	GK-S600TT	Ground Kit for LMR600	EA
	100	Times Microwave	GK-S900TT	Ground Kit for LMR900	EA
0 15	100	Andrews	241088-6	Ground Kit for 1/2 inch	EA
Ground Bars		0			
	100	Connect it	HLGGB-04240NH	Universal Ground Buss Bar	EA
	100	Connect it	GBI14412N	Universal Ground Buss Bar Harger Universal Ground Bar Attachment Kit	EA
	100	Connect it	GBH-U	Connect It	EA
Ground well	100	Connocra	OBITO		2/1
Cround wen	110	Harger	GAW910	9" diameter x 10.25"	EA
Exothermic Weld shot		Haigor	e, the te		273
	40	Harger	UWM45-CASE	UWM45 Ultraweld	EA
	40	Harger	UWM60-CASE	UWM60 Ultraweld	EA
	40	Harger	UWM90-CASE	UWM90 Ultraweld	EA
Grounding Cable	22,000 feet				
-		Wireless			
	1	Solutions	#2GW	#2 Solid 250 foot spool	EA
	1	Wireless Solutions	#2GW	#2 Solid 500 foot spool	EA
	I	Wireless	#2011		
	1	Solutions	#2GW	#2 Solid Cable (Foot)	FT
		Wireless			
	1	Solutions	#2GW	#2 Stranded	EA
	1	Wireless Solutions	6-19G	#6 Stranded	EA
	1	Wireless	0-190		EA
	1	Solutions	#2GW	#2 Stranded cable	FT
Ground Rods					
ŀ	600	Harger	3410	Copper Clad Ground Rod, 3/4 in. x 10 ft.	EA

Group	Min Quantity of Group	Manufacturer	Part Number	Description	Unit
Lugs	•			•	
9-	75	Harger	GECLB22BC-25	2 hole lugs for #2 stranded	EA
	75	Harger	GECLB62B	2 hole lugs for #6 stranded	EA
Weather		. laigei	GLOLDOLD		
Proofing					
	200	Andrews	221213	Universal Weatherproofing Kit	EA
Snap-in Hangers					
		Wireless			
	125	Solutions	BH-S38-NH	LMR400 Snap-In Hanger	EA
	125	RFS	915659	LMR600 Snap-In Hanger	EA
	105	Wireless		MD000 Spap in Lipper	F A
	125	Solutions	WSH-U58	LMR900 Snap-In Hanger	EA
	125	Andrews	SSH-12	1/2 inch Low Loss Cable	EA
Beam Clamps	100				= .
	100	Eupen	AAU	Beam Clamps (10 Pack)	EA
	100	Wireless Solutions	WSUSOA34	Universal round member Stand-off Adapter	EA
	100	Wireless	110000/104		LA
	100	Solutions	WSUSOA45	Universal round member Stand-off Adapter	EA
	25	Eupen	SA38S300	Round member adapter - 10 pack	EA
				Snap-in Stand-off Adapters (No member	
	25	Eupen	SASS300	kit) 10 Pack	EA
Dish Mounts				<i>(</i>	
	50	Connect it	GP63-45	4.5 inch thick wall Antenna Pipe (5 foot)	EA
Antenna Clamps	50	Connect it	GP63-45	4.5 inch thick wall Antenna Pipe (8 foot)	EA
				for round member legs up to 3 inches (2	
	40	Andrews	DB-365 OS	Per Box)	EA
	10			for round member legs up to 5 inches (2	
	40	Andrews	DB-365 SP5	Per Box) for round member legs up to 7 inches (2	EA
	40	Andrews	DB-365 SP7	Per Box)	EA
	40	Andrews		· · · · · · · · · · · · · · · · · · ·	LA
Adjustable Dish MNT	40	Andrews	DB-365 SP9	for round member legs up to 9 inches (2 Per Box)	EA
DISTLIVINT	40	Andrews	DD-303 51 9		
	0	Connect it		Adjustable Dish Mount, Rated > 249	
	2	Connect it	AMD29	Pounds and REV G Compliant	
Adjustable Dish					
MNT LG					
	40	Connectit		Adjustable Dish Mount, Rated > 700	Γ.
	10	Connect it	AMD29-L	Pounds and REV G Compliant	EA
Chain Mounts			.		
	5	Connect it	CM1	Single Sector Chain Mount	EA
	5	Connect it	CM2	Double Sector Chain Mount	EA
	5	Connect it	CM4	Quad sector chain mount	EA
Ice Bridge Kit					
		Wireless			
	200	Solutions	WB-GR1012-B	12" x 10' Grated Ice Bridge Kit	EA

Group	Min Quantity of Group	Manufacturer	Part Number	Description	Unit
Cable Ladders					
				Coax Ladder 10' x 6 Runs Universal (with Hardware kit for round and angled	
	10	Connect it	WGL10-6	members)	EA
	10	Connect it	WGL10-8	Coax Ladder 10' x 8 Runs Universal	EA
	10	Connect it	WGL10-12	Coax Ladder 10'x 12 Runs Universal	EA
	10	Connect it	WGL20-6	Coax Ladder 20' x 6 Runs Universal	EA
	10	Connect it	WGL20-8	Coax Ladder 20' x 8 Runs Universal	EA
	10	Connect it	WGL20-12	Coax Ladder 20' x 12 Runs Universal	EA
				The above coax ladders must include hardware kits for round and angle members	
Banding					
	5	Connect it	SB121	Stainless Steel Banding, 1/2" x 100'	EA
	5	Connect it	SBK12	Stainless Steel Buckle Clamps	EA
Jumpers					
	330	Wireless Solutions	LMR400FRNMNM- 1C1	N-Male to N-Male Jumpers	EA

Attachments

RESPONDENTS ARE REQUIRED TO INCLUDE ATTACHMENTS (A) – (K) WITH THEIR PROPOSAL. PLEASE PLACE THE ATTACHMENTS IN YOUR PROPOSAL IN THE ORDER THEY ARE PRESENTED IN THIS RFP.

- Respondents should review the proposed contract form.
- Proposed deviations from the standard terms and conditions set forth in the form Agreement as it is provided in Attachment A must be submitted with the respondent's proposal in a separate document that identifies the part of the Agreement to which the deviation applies and a reason for any such deviation.
- Any proposed deviations in terms will be considered in the evaluation of the proposal.

Attachment A: Proposed Contract Form

MASTER EQUIPMENT PURCHASE AGREEMENT STANDARD TERMS AND CONDITIONS

The following Master Equipment Purchase Agreement is entered into as of this _____ day of _____, 20____ by an between the North Florida Broadband Authority, a legal entity and public body created by interlocal agreement pursuant to Section 163.01(7)(g), Florida Statutes (the "Buyer") and [INSERT VENDOR NAME], a [INSERT STATE/ENTITY] (the "Seller").

The Buyer and the Seller, for the consideration herein set forth, agree as follows:

Section 1. Contract Documents. The Contract Documents consist of this Agreement, the Legal Advertisement for NFBA RFP #2011-___ (the "RFP"), the RFP, including any addenda, the Seller's Response to the RFP including all attachments and any duly executed and issued amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Seller at all times during the performance of the Agreement.

Section 2. Equipment Purchases. The Seller agrees to furnish _______ equipment as described in the Contract Documents and pursuant to the Unit Pricing Schedule attached hereto as Exhibit "A" and incorporated herein by reference (the "Equipment") pursuant to Purchase Orders issued by Buyer during the term of this Agreement.

Section 3. Agreement Term. The Equipment required under this Agreement shall be provided for the period beginning immediately upon execution of this Agreement by both parties and ending five (5) years from the date hereof, subject to extension by written agreement of both parties.

Section 4. Notices. All notices required or made pursuant to this Agreement by either party shall be in writing to the addresses shown below:

North Florida Broadband Authority c/o Government Services Group, Inc. 1500 Mahan Drive, Suite 250 Tallahassee, Florida 32308

[SELLER ADDRESS]

Either party may change its above noted address by giving written notice to the other party in accordance with this Section.

Section 5. Terms and Acceptance Thereof. No provisions printed or otherwise contained in any acknowledgment hereof which are inconsistent with or in addition to the terms and conditions herein stated, and no alteration of this Agreement, shall have any force or effect unless the Buyer expressly agrees to them in writing through a duly authorized agent of the Buyer.

IF ANY OTHER TERMS AND CONDITIONS ARE PUT FORWARD BY THE SELLER OF THE EQUIPMENT (THE "SELLER"), THEY ARE OBJECTED TO BY THE BUYER AND SHALL HAVE NO FORCE OR EFFECT UNLESS THE BUYER EXPRESSLY AGREES TO THEM IN WRITING.

Section 6. Termination. The Buyer may terminate this Agreement, in whole or in part, for convenience at any time upon five (5) days written notice to Seller. Unless directed otherwise in the notice of termination, the Seller shall incur no further obligations in connection with this Agreement upon receipt of such notice.

Section 7. Purchase Orders. The Buyer will not accept any Equipment pursuant to this Agreement unless a duly authorized and signed Purchase Order, in substantially the form attached hereto as Exhibit "B" has been issued for such Equipment. The Purchase Order number must appear on all invoices, packing slips and all correspondence regarding the order. Quantities specified in a Purchase Order cannot be changed without the Buyer's written approval. Equipment shipped in excess of the quantity designated in a Purchase Order may be returned at Seller's expense.

Section 8. Taxes. Buyer is a local government exempt from federal and state taxes.

Section 9. Pricing Schedule/Continuity of Supply. Seller agrees to provide the Equipment at the fixed unit prices stated in the attached Pricing Schedule, including the costs of delivery to Buyer, for three years from the date of execution of this Agreement, with no increase.

Seller shall provide continuity of supply of the Equipment and spare parts for a period of five years following the product's end of life.

Section 10. License of Software. Seller hereby grants Buyer a nonexclusive, nontransferable and perpetual license to use any and all software that is embedded in the Equipment covered by this Agreement and any and all software that is otherwise pre-installed by the Seller on the Equipment covered by this Agreement at the time of delivery, together with the documentation under each program element thereof.

Section 11. Invoices, Due Dates and Payments. The Seller must submit an invoice to the Buyer before any payment will be processed. The Seller's invoices shall be forwarded to the Buyer at the address noted in Section 4 herein and all line items must show the Buyer's Purchase Order number, the Equipment that is the subject of the invoice and any other required information.

Section 12. Shipping and Deliveries. The price shall be Free on Board to:

North Florida Broadband Authority Field Office c/o Rapid Systems 1155 US Highway 17 Wauchula, Florida 33873

unless otherwise expressly indicated on any associated Purchase Order. Seller shall retain title and assume all responsibility, liability and risk for the Equipment during transit and shall be responsible for filing of claims for loss or damages resulting until the Equipment has been Accepted by Buyer pursuant to Section 13.

In the event that the FOB delivery address is changed by Buyer during the three year fixed price term of the Agreement, Seller shall document any additional shipping charges required as a result of such change in an amendment to this Agreement signed by both parties.

No additional amounts shall be chargeable to the Buyer because of taxes or excises, presently or hereafter levied on the Seller with the exception of applicable sales and use taxes and customary applicable custom fees. Unless otherwise agreed to in writing by the Buyer, all currency amounts shall be United States dollars. Unless otherwise expressly consented to in writing by the Buyer, no payment will be made for packing, boxing, drayage or storage. The Buyer reserves the right to cancel all or any part of this order if Equipment is not delivered on the date or dates specified herein; acceptance in such cases shall in no way bind the Buyer to accept further deliveries on any order. Partial delivery on time will not excuse non-delivery.

All deliveries are to be made Monday through Friday, excluding holidays, unless otherwise stipulated in a Purchase Order.

Section 13. Acceptance. Equipment delivered hereunder shall be deemed to have been accepted ("Acceptance") when all of the following have occurred: a. The Equipment (including any licensed and operating software acquired in connection therewith) has been properly received, inspected and deemed ready for use by the Buyer. b. The Equipment (including any licensed and operating software acquired in connection therewith) operates in accordance with the Seller's specifications and documentation provided to Buyer and any additional published specifications of the Seller and any other manufacturer of the Equipment or developer of any licensed and operating software acquired in connection therewith and the Buyer has confirmed to the Seller in writing that it has accepted the Equipment. In the event that the Buyer does not accept the Equipment in the manner set forth above, the Buyer may request the removal of the Seller will return any monies paid to such date by the Buyer. In no event shall use of any piece of the Equipment prior to acceptance, constitute Acceptance of any piece of the Equipment or part of the software by the Buyer.

Section 14. New Equipment. The Seller covenants and warrants that the Equipment and all of its parts and components are new and unused.

Section 15. Seller's Warranties. The Seller warrants that (i) the Equipment being purchased pursuant to these terms and conditions will conform to and perform in accordance with any and all performance specifications and documentation published by the Seller, any and all warranties, performance specifications and documentation otherwise delivered by the Seller to the Buyer in connection with the Contract Documents, securing the related Purchase Order and any and all expanded specifications put forward by the Buyer and identified by the Buyer, and to the extent that agreed specifications may not be complete, the Equipment being purchased pursuant to these terms and conditions will also conform to the specifications standard in the industry, (ii) the Equipment being purchased pursuant to these terms and conditions will also conform to the Equipment being purchased pursuant to these terms and conditions of the packing lists shall be accurate and the Buyer may rely thereon. The Seller further represents and warrants and guarantees that the Equipment being purchased pursuant to these terms and conditions complies with all applicable provisions of laws, ordinances, codes and regulations, including those of the United States, the states of the United States and localities within such states.

Section 16. Remedies for Breach of Warranty. The Buyer may reject any Equipment and any software which do not conform to the Seller's warranties, including those set forth in Section 15, at any time after delivery and before or after acceptance, when such breach of warranty becomes known to the Buyer, in any manner including recognition of latent defects ("non-conforming goods"); and the Seller shall be liable for all direct costs, damages and losses suffered by the Buyer by reason of such non-conforming goods but, absent gross negligence or willful misconduct on the part of the Seller, shall not be responsible for any indirect, punitive, exemplary or consequential damages. If the Buyer learns that non-conforming goods have been delivered, the Buyer shall have the right to do any one, or all, of the following: (i) cancel any undelivered portion of the Purchase Order and, at the Buyer's option, return either all of the equipment and any software or only the non-conforming goods at the Seller's risk and expense for (at the Buyer's option) credit or prompt

replacement at the invoice price, (ii) repair and use the non-conforming goods, deducting the cost incurred in such repair and use from any sums due the Seller, or on demand, the Seller will reimburse the Buyer for all such costs, (iii) upon notice to the Seller, hold the non-conforming goods for a reasonable time and resell or return them according to the Seller's instructions (the net proceeds of any such resale shall be credited to the Seller's account), and (iv) exercise any other remedies that may be available under applicable law.

Section 17. Indemnification Including Patent Indemnity. The Seller agrees to indemnify, defend and hold harmless the Buyer, its officers, agents and employees, against and from all claims, suits, damages, costs, expenses and losses (including without limitation: all incidental and consequential damages, economic loss, property damage, personal injury or death) (i) which arises out of a breach by the Seller of these terms and conditions or any warranties applicable to the Equipment and any licensed and operating software acquired by the Buyer from the Seller in connection with the Equipment acquired hereunder, or which result from any nonconforming delivery (including late deliveries or incomplete deliveries), or any infringement of any copyright, patent, trademark, or design or the like (whether or not registered) based on the manufacture, use or sale of any of the Equipment and any licensed and operating software acquired by the Buyer from the Seller in connection with the Equipment, or (ii) which in any manner result from any defect in the Equipment and any licensed and operating software acquired by the Buyer from the Seller in connection with the equipment, nonconformity to or non-compliance with any law, rule or regulation relating to the safety, guality or design of the Equipment and any licensed and operating software acquired by the Buyer from the Seller in connection with the Equipment, and any and all of the Buyer's reasonable costs and expenses, including professional fees and costs, of investigating, settling or defending any suit, action or claim. Each defense obligation stated herein is hereby deemed a separate and distinct obligation, fully severable from any other duty stated herein. Nothing in this Agreement shall be construed to affect in any way the Buyer's rights, privileges and immunities as set forth in Section 768.28, Florida Statutes. This section of the Agreement will extend beyond the term of the Agreement.

Section 18. Public Records. Any information submitted relating to this Agreement will become a public record subject to disclosure pursuant to Chapter 119, Florida Statutes.

Section 19. No Use of Brand Equity Without Permission. Without obtaining prior written permission from an officer of the Buyer, the Seller may not utilize the Buyer's name in the promotion of its business or its products.

Section 20. Insurance. The Seller shall procure and maintain products liability insurance acceptable to Buyer and shall furnish to the Buyer certificates thereof in connection with this Agreement.

Section 21. Non-Waiver; Remedies not Exclusive. The Buyer's waiver of any breach or failure to enforce any of the terms or conditions of this Agreement at any time shall in no way affect, limit or waive its rights hereafter to enforce strict compliance with this Agreement.

Section 22. Assignment. The Seller shall not delegate or assign any duties or claims under this contract without the Buyer's prior written consent.

Section 23. Entire Agreement; Amendment. This agreement represents the entire agreement of the parties. No amendment, modification or release from any provision hereof, shall arise out of a course of action or mutual agreement unless such agreement is in writing, signed by both parties. Notwithstanding any terms put forth by Seller (including any online terms and conditions on any of Seller's websites) the terms of this document shall govern all transactions between the parties.

Section 24. Governing Law and Venue. Any questions concerning validity, interpretation or performance of this contract shall be governed by the internal laws of the State of Florida and venue of any legal proceeding shall be in the state or federal courts of Leon County, Florida.

Section 25. Special Grant Award Conditions. Seller acknowledges that Buyer's purchase of Equipment pursuant to this Agreement is in connection with a project to be funded with federal stimulus grant funds pursuant to Grant Award Number NT10BIX5570023 awarded to the NFBA on February 18, 2010 (the "Grant"). The Seller agrees to be bound by the special grant award conditions outlined in Exhibit "C" attached hereto and incorporated herein for any Purchase Orders issued pursuant to this Agreement that will be funded with Grant monies.

In witness whereof, the parties evidence their agreement through the execution of this Agreement by their duly authorized signatories.

NORTH FLORIDA BROADBAND AUTHORITY

By:_

Stephen G. Fulford, Chairman

Date:

Approved as to Form:

By:

._____ Crystalyn Carey, General Counsel

Attest:

By:

Faith Doyle, Board Clerk

[SELLER]

Witness	By:	_
Print Name:	Name:	_
	Title:	

	RFP #2011-04	
NEBA	RFP #/011-04	

Print Name:

Witness:

EXHIBIT A

PRICING SCHEDULE

EXHIBIT B

PURCHASE ORDER FORM

EXHIBIT C

SPECIAL GRANT CONDITIONS

By its execution of this agreement, the Seller and all of Seller's sub-contractors, agree that they have read and will comply with all provisions and terms and conditions of award #NT10BIX5570023 and all applicable federal and state statutes, including, but are not limited to, the following Award Documents:

- Department of Commerce Financial Assistance Standard Terms and Conditions
- Award Specific Special Award Conditions
- 15 CFR Part 24, Uniform Administrative Requirements for Grants and Agreements with States and local governments
- OMB Circular A-87
- OMB Circular A-133
- DOC American Recovery Act Award Terms 74 FR 33104, 74 FR 41676, 74 FR 42644
- American Recovery and Reinvestment Act of 2009
- 2 CFR Part 1326, Subpart C "Government wide Debarment and Suspensions"
- 15 CFR Part 28, "New Restrictions on Lobbying"
- Copeland Anti-Kickback Act
- Davis Bacon Act
- Sections 103 and 107 of the Contract Work hours and Safety Standards Act
- Notice of Funds Availability, July 9, 2009, 74 FR 130
- Notice of Limited Waiver of Section 1605 (Buy American Requirement), July 1, 2009, 74 FR 31402

In addition, the following requirements will be met, as applicable:

- Seller shall provide any information needed for NFBA reporting to the NTIA, to meet all reporting deadlines.
 Failure to provide the information on a timely basis could impact the approval of any pending pay requests.
- All procurement is to be conducted in compliance with state and federal procurement regulations.
- All Equipment to be provided by Seller under the Agreement to be paid from grant proceeds shall be eligible for payment with federal funds as specified in the Award Documents
- Payment of funds to Seller under this Agreement is solely contingent on the receipt of grant funds as disbursed and made available to the NFBA in the form of grant draws.
- Any past, present or potential conflicts of interest, whether real or in appearance shall be avoided as provided in 15 CFR Part 24.

Attachment B: Certification

Date Issued: RFP #: RFP For: Issued By: Proposals Due:	North Florida B	
		ed after the due date and time will not be Il be returned to the respondent.
	the attached RFP. Th	nish the equipment, materials, and/or services described in the attached ne undersigned represents that the information provided in the attached
Name of Firm:		
Address:		
Date:	-	
Printed Name of Authorized Representative	:	
Signature of Authorized Representative	:	
Phone:	-	
Email:	-	

Acknowledgement of Addenda

Acknowledge receipt of all the addenda issued by the NFBA for this RFP by identifying the addendum number and its issue date below:

Addendum Number	Date	Signature

Attachment C: References

Please provide the following information (three references) describing your experience with projects similar to the NFBA project as well as the specific requirements described in this RFP. You may provide additional information as necessary to demonstrate your actual capabilities or the suitability of your equipment for use in the NFBA network.

Name of Client	Project (What, When, Where)	Client Contact Information (Name, Phone, Email)

Attachment D: Public Entity Crimes (For Information Purposes Only)

The following paragraph contains a statement informing persons of the provision of paragraph (2)(a) of Section 287.133, Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit on a bid contract to provide and 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 a bid on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendors list.

The respondent certifies by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any State or Federal department/agency.

Attachment E: Drug – Free Workplace Certification (Optional)

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the NFBA, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. 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 proposal 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 proposal, 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 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

BUSINESS NAME_____PROVIDER'S SIGNATURE_____

Attachment F: Equal Opportunity Employer (EOE) Statement

EQUAL OPPORTUNITY STATEMENT

By submitting a proposal in response to this solicitation, the respondent agrees to:

- Not discriminate against any employee or job applicant because of their race, creed, color, sex, marital status or national origin;
- Post a copy of this pledge in a conspicuous place, available to all employees and job applicants.
- Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the Respondent is an "Equal Opportunity Employer".

Respondent hereby agrees to and complies with this pledge.

Name:

Date:

Signature:

Attachment G: MBE/WBE/DBE Business Participation

Minority Business Participation

Minority Business Enterprise (MBE), Women Owned Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE) participation is encouraged. It is the goal of the NFBA to consider (a) a respondent's qualification as an MBE/WBE/DBE and/or (b) the respondent's commitment to utilize other MBE/WBE/DBE in fulfilling its obligations on the NFBA project.

The suppler may provide an MBE/WBE/DBE Participation Statement within the RFP response:

- An explanation/narrative of how the respondent and/or its subcontractors qualify as an MBE/WBE/DBE for the project.
- List of the locally certified MBE /WBE/DBE firms that will be utilized on the project including the services or equipment they are able to provide.
- Describe the methodology for monitoring the MBE/WBE/DBE participation on a continuing basis.

Respondent qualifies as an MBE/WBE/DBE Participant – Yes [] No []

Name: _____

Date: _____

Signature: _____

Attachment H: Conflict of Interest Statement

By submitting a proposal in response to this solicitation, the respondent agrees that:

- Respondent does not and shall not have any employment or agreement, oral or written, with any third party relating to any interests which are in conflict with or otherwise inconsistent with any interest or position of the NFBA or its representatives
- Respondent shall not accept, during the term of any contract arising from this RFP, any retainer or employment from a third party whose interests appear to be conflicting or inconsistent with those of the NFBA.

Respondent hereby agrees to and complies with this pledge.

Name:

Date:

Signature:

Attachment I: Business and Technical Resources

Respondents are requested to provide the following information about their business, and technical resources to demonstrate how they have the capacity and capability to meet the requirements of this RFP. Please provide comments as appropriate.

Category	Statement
Number of years in business	
Number of employees	
Location of headquarters	
Offices in Florida	
Type of business	
Public or privately held	
All respondents must have a DUNS Number please provide	
Primary products/services	
Major customers	
Technical strengths	
State of Florida Contracts	

Attachment J: Pricing Information

Group	Min Quantity of Group	Manufacturer	Part Number	Description	Unit	Unit Price
Cable	33,000 Feet					
	1			LMR400 Low Loss Cable	EA	
	1			LMR600 Low Loss Cable	EA	
	1			LMR900 Low Loss Cable	EA	
	1			1/2 inch Low Loss Coax Cable	EA	
Hoisting Grips						
5 1	75			Hoisting Grip, Lace-up LMR-400 Coax	EA	
	75			Hoisting Grip, Lace-up LMR-600 Coax	EA	
	75			Hoisting Grip, Lace-up LMR-900 Coax	EA	
	75			Hoisting Grip, Lace-up 1/2 inch Coax	EA	
Ground Kits						ļ
	100			Ground Kit for LMR400	EA	
	100			Ground Kit for LMR600	EA	
	100			Ground Kit for LMR900	EA	
	100			Ground Kit for 1/2 inch	EA	
Ground Bars						
	100			Universal Ground Buss Bar	EA	
	100			Universal Ground Buss Bar Harger	EA	
	100			Universal Ground Bar Attachment Kit Connect It	EA	
Ground well						
	110			9" diameter x 10.25"	EA	
Exothermic Weld shot						
	40			UWM45 Ultraweld	EA	
	40			UWM60 Ultraweld	EA	
	40			UWM90 Ultraweld	EA	
Grounding Cable	22,000 feet					
	1			#2 Solid 250 foot spool	EA	
	1			#2 Solid 500 foot spool	EA	
	1			#2 Solid Cable (Foot)	FT	
	1			#2 Stranded	EA	
	1			#6 Stranded	EA	
	1			#2 Stranded cable	FT	
Ground Rods						
	600			Copper Clad Ground Rod, 3/4 in. x 10 ft.	EA	

Group	Min Quantity of Group	Manufacturer	Part Number	Description	Unit	Unit Price
Lugs						
	75			2 hole lugs for #2 stranded	EA	
	75			2 hole lugs for #6 stranded	EA	
Weather						
Proofing						
	200			Universal Weatherproofing Kit	EA	
Snap-in Hangers						
	125			LMR400 Snap-In Hanger	EA	
	125			LMR600 Snap-In Hanger	EA	
	125			LMR900 Snap-In Hanger	EA	
	125			1/2 inch Low Loss Cable	EA	
Beam Clamps						
	100			Beam Clamps (10 Pack)	EA	
				Universal round member Stand-		
	100			off Adapter Universal round member Stand-	EA	
	100			off Adapter	EA	
	25			Round member adapter - 10 pack	EA	
	20			Snap-in Stand-off Adapters (No	En	
	25			member kit) 10 Pack	EA	
Dish Mounts	25				LA	
Distriviounts				4.5 inch thick wall Antenna Pipe		
	50			(5 foot)	EA	
Antenna Clamps	50			4.5 inch thick wall Antenna Pipe (8 foot)	EA	
	40			for round member legs up to 3 inches (2 Per Box)	EA	
	40			for round member legs up to 5 inches (2 Per Box)	EA	
	40			for round member legs up to 7 inches (2 Per Box)	EA	
Adjustable Dish MNT 40			for round member legs up to 9 inches (2 Per Box)	EA		
	2			Adjustable Dish Mount, Rated > 249 Pounds and REV G Compliant		
Adjustable Dish MNT LG						
	10			Adjustable Dish Mount, Rated > 700 Pounds and REV G Compliant	EA	
Chain Mounts						
	5			Single Sector Chain Mount	EA	
	5			Double Sector Chain Mount	EA	
	5			Quad sector chain mount	EA	
Ice Bridge Kit	<u> </u>					
	200			12" x 10' Grated Ice Bridge Kit	EA	1

North Florida Broadband Authority

Group	Min Quantity of Group	Manufacturer	Part Number	Description	Unit	Unit Price
Cable Ladders						
	10			Coax Ladder 10' x 6 Runs Universal (with Hardware kit for round and angled members)	EA	
	10			Coax Ladder 10' x 8 Runs Universal	EA	
	10			Coax Ladder 10'x 12 Runs Universal	EA	
	10			Coax Ladder 20' x 6 Runs Universal	EA	
	10			Coax Ladder 20' x 8 Runs Universal	EA	
	10			Coax Ladder 20' x 12 Runs Universal	EA	
				The above coax ladders must include hardware kits for round and angle members		
Banding						
-	5			Stainless Steel Banding, 1/2" x 100'	EA	
	5			Stainless Steel Buckle Clamps	EA	
Jumpers						
	330			N-Male to N-Male Jumpers	EA	

Attachment K: Product Component Data Sheets

Please provide product specification data sheets for all components: