



Shelby County Tennessee

Mark H. Luttrell, Jr., Mayor

Request for Proposal

Shelby County Government

Purchasing Department

160 N. Main, Suite 550
Memphis, TN 38103

Issued: December 29, 2011

Due: January 13, 2012 no later than 4:00 P.M. (Central Standard Time)

RFP # 12-012-27

DATA CABLE SERVICES

(Shelby County Trustee Office)

Shelby County Government is soliciting written proposals, on a competitive basis from qualified companies to provide Voice and Data Cable Services to Shelby County Government. . Information regarding this RFP is located on the County's website at www.shelbycountyttn.gov. At the top of the home page, click on the links "Department," "P" for the Purchasing Department and "Bids" to locate the name of the above-described RFP.

A **MANDATORY** Pre-Bid conference will be held at 9:00 am, Friday, January 6, 2012 at the following location: Vasco A. Smith, Jr. Administration Building, Purchasing Department, Suite 550, 160 North Main Street, Memphis, Tennessee 38103.

Please be on time once the pre-bid starts late arrivals will not be allow to attend.

The proposal, as submitted, should include all rates and information related to the services requested by the RFP specifications. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Your proposal must be received in the office of the Administrator of Purchasing no later than **4:00 p.m. on January 13, 2012**. Proposals should be addressed to:

**Nelson Fowler, Manager A
Shelby County Government
160 N. Main, Rm. 550
Memphis, TN 38103**

The package containing an original (clear identified as original) and six (6) copies of your proposal must be sealed and marked with the Proposers name and “CONFIDENTIAL, “Data Cable Services” RFP # 12-012-27” noted on the outside.

Sincerely,

Nelson Fowler, Manager A
Purchasing Department Shelby County Government

cc: Debra Gates, Shelby County Trustees Office
Steve Solaas, Shelby County Information Technology

TABLE OF CONTENTS

- I. INTRODUCTION**
- II. MINIMUM PROPOSERS REQUIREMENTS**
- III. CORRESPONDENCE**
- IV. PROPOSAL SUBMISSION DEADLINE**
- V. PROPOSAL TIMELINE**
- VI. PROPOSAL CONDITIONS**
- VII. GENERAL REQUIREMENTS**
- VIII. AWARD OF CONTRACT**
- IX. PURPOSE**
- X. CONTRACT REQUIREMENTS**
- XI. PROPOSAL SUBMISSION**
- XII. PROPOSAL EVALUATION AND SELECTION**
- XIII. ATTACHMENTS**
 - ATTACHMENT 1 – Pricing Sheet**
 - ATTACHMENT 2 - Contractor Questionnaire**
 - ATTACHMENT 3 – Job Completion Check List**
 - ATTACHMENT 4 thru 11- Floor Plan**
 - ATTACHMENT 12- Site Plan**

Note: Please make sure you pay close attention to Sections 1-V, IX & XI. These sections will clearly outline what information is required to properly respond and prepare your RFP response.

I. INTRODUCTION

Shelby County Government (the “County”) is seeking proposals from qualified firms to supply Data Cable Services for the County (the “Services”). This Request for Proposal (“RFP”) is being released to invite qualified firms to prepare and submit proposals in accordance with instructions provided where one or more successful candidate will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP. In this RFP, the terms Proposer and Contractor are used interchangeably unless the context indicates otherwise.

II. MINIMUM PROPOSER REQUIREMENTS

All Proposers must:

1. Have all appropriate licenses and certifications required to perform low voltage cabling services in the State of Tennessee and provide copies of same.
2. Provide three (3) reference accounts for Category 6 cabling jobs that their organization has completed within the last twenty-four (24) months that are comparable in size or larger. (See Attachment 2)
3. Provide three (3) reference accounts for fiber-optic cabling jobs that their organization has completed within the last twenty-four (24) months that are comparable in size or larger. (See Attachment 2)
4. Respond fully to the attached pricing schedule (see Attachment 1).
5. Demonstrate to the County’s satisfaction, prior to award, that it has the financial capability, resources, manpower and equipment to perform the Services effectively.
6. Meet all requirements for the performance of the Services in accordance with the provisions of this RFP.
7. Firms located within the boundaries of Shelby County are required to have a current Shelby County Business License or be considered exempt from the license requirement by the Shelby County Clerks Office.
8. **Apply** and **qualify** for an Equal Opportunity Compliance (EOC) certification number through our EOC Administration **prior to submitting your response**.
9. Adhere to all Title VI requirements and provide proof/documentation if necessary.
10. A written statement of compliance to Title VI and the Living Wage Ordinance must be provided with your response. Please see page 9, item H for the Living Wage Ordinance
11. Provide a **Performance/Labor Material Bond** each in the amount of one hundred (100%) percent of the amount of the Contract.

III CORRESPONDENCE

All correspondence, proposals and questions concerning the RFP are to be submitted to:

Nelson Fowler, Manager A
Shelby County Government
160 N. Main St. Suite 550
Memphis, TN 38103
(901) 545-4360

IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be Wednesday, January 11, 2012 by 12:00 p.m. (CST). These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

Respondents requesting additional information or clarification are to contact Mr. Nelson Fowler in writing at nelson.fowler@shelbycountyttn.gov or at the address listed above. Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions.

Please Note: As a part of doing business with Shelby County, each individual, company, or organization is required to obtain an “Equal Opportunity Compliance” certification number prior to submitting your response.

You can access the online application to receive the numbers indicated above at www.shelbycountyttn.gov and click the link “Department” at the top, then P for Purchasing Department, then click on the link “Conducting business with Shelby County.” Please download the application instructions and read thoroughly prior to accessing the application.

If you have any questions regarding the application, you may contact Purchasing at (901) 222-2251 or the EOC Administration at (901) 222-1100.

IV. PROPOSAL SUBMISSION & DEADLINE

All proposals must be received at the address listed above no later than **4:00 PM, Friday, January 13, 2012**. Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered.

V. PROPOSAL TIMELINE

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective Proposers shall be notified.

Request for Proposals Released	Thursday, December 29, 2011
Pre-Bid Conference	9:00 am, Friday, January 6, 2012
Proposal Due Date	Friday, January 13, 2012 by 4:00 pm
Notification of Award	January 2012

The County may reproduce any of the Proposer’s proposal and supporting documents for internal use or for any other purpose required by law.

VI. PROPOSAL CONDITIONS

a. Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

b. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

c. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time.

d. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposer's responsibility.

e. Final Authority

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

f. Proposal Validity

Proposals submitted hereunder will be firm for at least sixty (90) calendar days from the due date unless otherwise qualified.

g. LOSB

The County encourages the utilization of locally-owned small businesses as sources of subcontract work. The County notifies all respondents that all firms and/or individuals shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Title VI of the Civil Rights Act of 1964, as amended.

LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:

- (i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.
- (ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (I) above.
- (iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined

herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.

(iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.

(v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.

(vi) Failure by a supplier or contractor to include locally owned small business sub-contractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or contractor can show documented evidence of good cause why none were included.

(vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.

(viii) As to those purchases below the requirement for a formal bid solicitation (currently, under \$15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.

(ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:

a. A preference of up to five percent (5%) shall be allowed for contracts up to \$500,000.00;

b. A preference of up to three and five-tenths percent (3.5%) shall be allowed for contracts up to \$750,000.00;

c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;

d. A preference of two percent (2%) shall be allowed for contracts that exceed \$1,000,000.00.

(x) For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent subcontracting threshold must be met prior to contract execution.

(xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.

(xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.

(xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Local ly Owned Small Business Purchasing Program within the intent of this ordinance.

(xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

H. LIVING WAGE ORDINANCE AND PREVAILING WAGE ORDINANCE

Living Wage - In accordance with Ordinance Number 328, commonly referred to as the Living Wage Ordinance, all persons/entities engaged in service contracts with the County, including but not limited to both prime and subcontractors, shall pay a Living Wage to employees for all work performed on said service contract, as defined in the Living Wage Ordinance. Proof of such compensation must be evidenced as required in the Living Wage Ordinance.

Prevailing Wage – Any firm, individual, partnership or corporation awarded a contract by the COUNTY for the construction of, improvement, enlargement, alteration or replacement of a public work or project in excess of \$500,000 and any subcontractors of such public work or project in excess of \$100,000 (“Recipient”) shall be required to pay local prevailing wages and benefits for laborers, mechanics, or other listed classifications as defined by the Tennessee Department of Labor. The prevailing wage rate shall be the most current State of Tennessee prevailing wage established by the Tennessee Department of Labor For Region 1 (Shelby County). The benefit rates shall be the most current rates described in the published schedule by the Memphis and West Tennessee Building and Construction Trades Council, except as otherwise provided in the Shelby County Code of Ordinances. The applicable rate shall be determined at the time that the project is awarded. In instances where Prevailing wage applies, Prevailing Wage will override the Living Wage requirement.

I. Non-discrimination and Title VI

The contractor hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

Any recipient entity shall be subject to the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and regulations promulgated pursuant thereto. It shall develop a Title VI implementation plan with participation by protected beneficiaries as may be required by such law or regulations. To the extent applicable, such plan shall include Title VI implementation plans sub-recipients of federal funds through the entity. The contractor shall produce the plan upon request of Shelby County Government. Failure to provide same shall constitute a material breach of contract.

VII. GENERAL REQUIREMENTS

a. Scope of Contract

The County wishes to engage in a contractual relationship with the best-qualified Proposer selected through a competitive process that will work well with the County's personnel in the performance of the Services in a manner that is cost-effective and practical.

The County intends to select a qualified, local cable contractor to provide data cabling services as outlined in this RFP for this specific project.

The successful respondent must be prepared to begin immediately upon receipt of a Notice to Proceed.

b. Project Time Frame

The term of the contract will be from the date of the award until acceptance of the project by Shelby County Information Technology and Shelby County Trustee Information Technology.

c. Reservation of Rights

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

d. Selection Criteria

Each response will be evaluated on the criteria outlined in Section XII of this document. Each respondent should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

Shelby County Government reserves the right to consider the vendor's EOC rating in all evaluations.

VIII AWARD OF CONTRACT

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor. The award may go to more than one respondent depending on response

IX PURPOSE

It is the intent of the County to award a contract to a qualified local low voltage cable contractor to provide the work and services as described in this Sealed Bid. The selected contractor must show evidence of having the required licenses, manpower, and equipment available to successfully complete the work detailed in this Sealed Bid.

There are two independent, but related projects specified in this Sealed Bid. The detailed requirements of each project are specified in **Section 6. Scope of Work (Trustee Cat 6 Cabling)** and **Section 7. Scope of Work (Trustee Fiber-optic Cabling)**. Vendors must provide separate detailed pricing for each project in the appropriate areas of the Pricing Sheet. (**Attachment 1**)

Services Required

1. General Requirements

1.1. Each Vendor must:

1.1.1. Attend the Pre-Bid Conference. Attendance is **MANDATORY**; it is the only opportunity for the Vendors to visit the site and see, first-hand, the building environment, and the issues they must consider in formulating their proposal. The Pre-Bid Conference will take place at **9:00 am, Friday, January 6, 2012**, at the Shelby County Administration Building, Purchasing Department, Suite 550, 160 North Main Street, Memphis, Tennessee 38103.

- Each Vendor must have at least one (1), but no more than two (2) representatives present at the pre-bid conference.
- The pre-bid conference will start promptly at 9:00 am and late arrivals will not be allowed to attend the conference.

- Their will be a walk thru inspection after the prebid conference and all attendees are required to attend.
 - Vendors must provide their own ladders, cameras, paper, pencils, etc.
- 1.1.2. Provide a written response to each item in the Contractor Questionnaire. (**Attachment 2**)
 - 1.1.3. Provide detailed pricing. Vendor must enter a value in every field of the Pricing Sheet. (**Attachment 1**)
- 1.2. Cat 6 Experience: The Contractor must provide three (3) reference accounts for Cat 6 cabling jobs that their organization has completed within the last twelve (12) months that are comparable in size or larger. (**Attachment 2**)
 - 1.2.1. The on-site Lead Technician(s) for the UTP portions of this job must have a minimum of two-years experience installing Cat 6 cabling systems.
 - 1.3. Fiber-optic Cabling Experience: The Contractor must provide three (3) reference accounts for fiber-optic cabling jobs that their organization has completed within the last twenty-four (24) months that are comparable in size or larger. (**Attachment 2**)
 - 1.3.1. The on-site Lead Technician(s) that will be working the fiber-optic portions of this job must have a minimum of five-years experience installing fiber-optic cabling systems.
 - 1.3.2. The Technician(s) that will be terminating the fiber-optic cables must have a minimum of five-years experience terminating fiber with Panduit or Corning UniCam fiber-optic connectors.
 - 1.4. Compliance with Codes and Ordinances: All work performed by the Contractor shall conform with all requirements of the City, County, State and Federal codes and ordinances, and shall be subject to inspection and approval of such authorities. If any deficiencies are found, the Contractor shall immediately correct any deficiencies at the Contractor's expense.
 - 1.5. Risk of loss: The Contractor shall be responsible for shipping, handling, and storage of all material during any installation process and shall protect all materials from fire, theft or other acts of God. Risk of loss will pass to the County upon the County's acceptance of the completed work.
 - 1.6. Materials: All materials furnished by the Contractor shall be new and as specified by the County.
 - 1.7. Miscellaneous Materials: The Contractor shall furnish and install any necessary miscellaneous materials, such as tie wraps, hangers, supports, clamps, brackets as may be required.
 - 1.8. Completion of Project: A site(s) review will be conducted after the completion of the work detailed in the Scope of Work section.
 - 1.8.1. A representative(s) of the wiring contractor(s) and of Shelby County Information Technology and Shelby County Trustee Information Technology will conduct the review(s) utilizing a copy(s) of the Completion of Work Checklist (**Attachment 3**).

- 1.8.2.** The Completion of Work Checklist(s) will serve as the punch-list(s) of items to be addressed prior to acceptance.
- 1.9.** Warranty: The Contractor shall provide, at no additional cost to the County, a twelve (12) month warranty for all materials and labor furnished by the Contractor in fulfillment of County-authorized work. Warranty coverage shall commence on the date of acceptance of the Completion of Project by the County. The remedy for breach of warranty will be to require the Contractor to correct or replace any defects found in materials provided or for the correction of any faulty workmanship noted.

2. Cable, Routing & Termination Specifications

2.1. Fiber-optic Cable Routing

- 2.1.1.** Fiber-optic cables are to be installed in conduit or in inner duct suspended by J-hooks, unless other installation methods have been specified in the Scope of Work section.
- 2.1.2.** Fiber-optic cables routed through closet spaces are to be installed in inner duct or conduit. Inner ducts or conduits are to be securely fastened to walls, and routed so as not to impede the maintenance of installed cables or the installation of additional cables.

2.2. Fiber-optic Cable and Termination

- 2.2.1.** All fiber-optic cable to be installed will be either Mohawk or Corning fiber-optic cable unless otherwise specified in the Scope of Work section.
- 2.2.2.** Fiber cables are to be terminated in a 19” rack mountable fiber distribution enclosure, using appropriate fan-out kits and strain-relief, unless otherwise specified in the Scope of Work section.
- Single mode fibers are to be terminated with single Panduit or Corning UniCam LC connectors.

2.3. Horizontal Cable (Station Cable) Routing

- 2.3.1.** All horizontal cables are to be installed as “concealed wiring,” inside of the wall unless otherwise specified in the Scope of Work section.
- 2.3.2.** All horizontal cables are to be routed from the telecommunications outlets to the designated distribution closet or equipment room, through dropped ceiling spaces, suspended from J-hooks. Cables routed through non-concealed areas will be installed in wire raceway or conduit unless otherwise specified in the Scope of Work section.
- 2.3.3.** All cables routed through closet spaces are to be securely fastened to walls and/or cable supports, and routed so as not to impede the maintenance of installed cables or the installation of additional cables.

2.4. Cat 6 Cable and Termination

- 2.4.1.** All Cat6 Plenum cable to be installed will be Mohawk Plenum Cat6 cable unless otherwise specified in the Scope of Work section.

- 2.4.2.** Cat 6 cables are to be terminated at the distribution closet with Panduit MiniCom TX6 PLUS TG or Leviton Extreme6+jacks, wired TIA-568B, and installed in 19” rack mounted patch panels unless otherwise specified in the Scope of Work section.
- 2.4.3.** Cables are to be installed in sequence on patch panels, starting in upper left corner and continuing left to right, and top to bottom, with each subsequent cabling project continuing where the last project stopped.
- 2.4.4.** Cat 6 cables are to be terminated at the telecommunications outlets with Panduit MiniCom TX6 PLUS TG or Leviton Extreme6+ jacks wired TIA-568B, installed in flush mount wall plates unless otherwise specified in the Scope of Work section.

2.5. Wire Management

- 2.5.1.** All racks are to be equipped with horizontal wire management modules, equivalent to Panduit WMPHF2E unless otherwise specified in the Scope of Work section.
 - One (1) horizontal wire management module will be installed beneath each 2U of patch panel.
 - One (1) horizontal wire management module will be installed beneath each piece of “stackable data distribution equipment.”
 - One (1) horizontal wire management module will be installed beneath each fiber distribution enclosure.
- 2.5.2.** Floor-mounted racks are to be equipped with vertical wire management modules, equivalent to Panduit WMPV22E unless otherwise specified in the Scope of Work section.
 - One (1) vertical wire management module will be installed on each side of the rack, such that the wire manager is flush with the top of the rack, with a total of forty inches (40”) of wire management extending downward.
- 2.5.3.** Open wire raceway (ladder rack) will be securely attached to the top of each floor-mounted rack and securely fastened to a wall of the closet.

3. Cable Labeling Specifications

- 3.1.** All cables are to be labeled at both ends in accordance with the cable numbering system specified in the Scope of Work section.
- 3.2.** Cable labels are to be “permanent labels”, printed legibly with permanent ink, affixed to patch panels, fiber distribution enclosures, wall plates, surface mount housings, and other telecommunications outlets, such that each Cable-ID is visible, readable, and clearly associated with its respective connector.
- 3.3.** Fiber-optic cables (external jackets) are to be labeled within two feet (2’) of, but external to, each fiber distribution enclosure.

4. Cable Certification Specifications

- 4.1. Cat 6 cables (TIA-568-B “permanent link”) are to be certified using a TIA-568-B compliant Cat 6 certification tester.
- 4.2. Fiber-optic cable fibers (strands) are to be tested for signal loss (attenuation) from connector to connector at the fiber distribution enclosures.
 - 4.2.1. Single mode fiber will be tested with a 1300nm (nominal) light source.
- 4.3. Certification test results shall be provided to Shelby County Trustee Information Technology and Shelby County Information Technology upon completion of the installation in spreadsheet format including all applicable information. (i.e.: Cable Label, Certification Equipment Used, Date of Certification, Cable Type, Cable Length, Signal Loss in DB, Crosstalk, Signal to Noise Ratio, etc.)

5. As-built Drawings Specifications

- 5.1. Drawings or floor plans will be provided by Shelby County Trustee Information Technology indicating the types, desired quantities, and locations of cables.
- 5.2. The Contractor will make written notes on the drawings or floor plans indicating:
 - 5.2.1. The actual quantity, placement, and labeling of cables installed during the project.
 - 5.2.2. The locations and types of all splices installed during the project.
 - 5.2.3. The locations, sizes, types, and capacities of pull boxes, junction boxes, man-holes, conduits, raceways, etc. that are installed during the project.
- 5.3. The annotated drawings shall be given to Shelby County Trustee Information Technology and Shelby County Information Technology upon completion of the project.

6. Scope of Work (Trustee CAT 6 Cabling)

6.1. Racks Installation

- 6.1.1. One (1) rack in the 1st Floor Systems Workroom Room, 157 Poplar Ave. (See **Attachments 4 and 5**)
 - A standard two (2)-post 7-foot floor-mounted rack will be installed on the southwest corner by closet.
 - There will be three feet (3') between the South wall and the back of the rack, and flush with the west wall including wire management.
 - Wire management installed in accordance with **Section 2.5** of this document.
- 6.1.2. One (1) rack in the technical closet on the 2nd floor, 157 Poplar Ave. (See **Attachments 6 and 7**)
 - One (1) Four (4)-post 7-foot floor-mounted rack will be installed on the corner North and East side of the technical closet.
 - There will be three feet (3') between the East wall and the back of the rack, and flush with the North wall including wire management.
 - Wire management installed in accordance with **Section 2.5.** of this document.

- 6.1.3.** One (1) rack in the technical closet on the 3rd floor, 157 Poplar Ave. (See **Attachments 8 and 9**)
- One (1) Two (2)-post 7-foot floor-mounted rack will be installed on the corner North and East side of the technical closet.
 - There will be three feet (3') between the East wall and the back of the rack, and flush with the North wall including wire management.
 - Wire management installed in accordance with **Section 2.5.** of this document.
- 6.1.4.** One (1) rack in the technical closet on the 4th floor, 157 Poplar Ave. (See **Attachments 10 and 11**)
- One (1) Two (2)-post 7-foot floor-mounted rack will be installed on the corner North and East side of the technical closet.
 - There will be three feet (3') between the East wall and the back of the rack, and flush with the North wall including wire management.
 - Wire management installed in accordance with **Section 2.5** of this document.
- 6.2.** One-hundred forty-seven (147 dual) new Cat 6 data cables (Mohawk Plenum Cat 6 cable).
Note: Data Jacks are numbered on drawing 1-001A/B to 1-099A/B
- 6.2.1.** Twenty Five (25) dual telecommunications outlets in 1st Floor, 157 Poplar Ave. (See **Attachment 4**)
- Each telecommunications outlet will be a flush-mount wall plate containing two (2) Panduit or Leviton Gigamax Cat 6 data jacks wired TIA-568B.
- 6.2.2.** Fifty-two (52) dual telecommunications outlets in the 2nd Floor, 157 Poplar Ave. (See **Attachment 6**)
- Each telecommunications outlet will be a flush-mount wall plate containing two (2) Panduit or Leviton Gigamax Cat 6 data jacks wired TIA-568B.
- 6.2.3.** Thirty-nine (39) dual telecommunications outlets in the 3rd Floor, 157 Poplar Ave. (See **Attachment 8**)
- Each telecommunications outlet will be a flush-mount wall plate containing two (2) Panduit or Leviton Gigamax Cat 6 data jacks wired TIA-568B.
- 6.2.4.** Thirty-one (31) dual telecommunications outlets in the 4th Floor, 157 Poplar Ave. (See **Attachment 10**)
- Each telecommunications outlets will be flush-mount wall plates containing two (2) Panduit or Leviton Gigamax Cat 6 data jacks wired TIA-568B.
- 6.2.5.** All Cat 6 data cables are to be routed from their respective telecommunications outlets to rack mounted patch panels, located in the designated distribution closet in accordance with **Section 2** of this document.

6.2.6. All cables are to be labeled in accordance with **Section 3** of this document.

- Cables are to be labeled in sequence at the patch panel, starting in the upper left corner with “X-001-A,” and continuing left to right, and top to bottom, where “X” is to be replaced with the appropriate closet identifier defined below.
 - 157 Poplar 1st Floor = “1”
 - 157 Poplar 2nd Floor = “2”
 - 157 Poplar 3rd Floor = “3”
 - 157 Poplar 4th Floor = “4”
 -

7. Fiber-optic Cable Installation

7.1.1. Link 3rd Floor Trustee Wiring Closet, 160 North Main to 157 Poplar Ave., 2nd Floor Tech Closet, via 160 North Main to 150 Washington to 157 Poplar Ave. (see **Attachment 12**).

- Twenty Four (24) strands of single mode-armored plenum fiber installed in accordance with **Section 2.1.** and **Section 2.2.** of this document.
- Leave enough Twenty Four (24) strands of single mode-armored plenum fiber in the 3rd Floor Trustee Wiring Closet Ceiling to be later pulled up to the 12th Floor Shelby County Information System Server Room.
- Label the installed cable in accordance with **Section 3.** of this document. Cable ID will be FD160-x and FD157-x.

7.1.2. Link 1st Floor Workroom, 157 Poplar to 2nd Floor Tech Closet, 157 Poplar

- Six (6) strands of single mode-armored plenum fiber installed in accordance with section 2.1 and section 2.2 of this document.
- Label the installed cable in accordance with **Section 3.** of this document. Cable ID will be FD1-xxx.

7.1.3. Link 2nd Floor Tech Closet, 157 Poplar to 3rd Floor Tech Closet, 157 Poplar

- Six (6) strands of single mode-armored plenum fiber installed in accordance with section 2.1 and section 2.2 of this document.
- Label the installed cable in accordance with **Section 3.** of this document. Cable ID will be FD3-xxx.

7.1.4. Link 2nd Floor Tech Closet, 157 Poplar to 4th Floor Tech Closet, 157 Poplar

- Six (6) strands of single mode-armored plenum fiber installed in accordance with section 2.1 and section 2.2 of this document.
- Label the installed cable in accordance with **Section 3.** of this document. Cable ID will be FD4-xxx.

X CONTRACT REQUIREMENTS

The successful Proposer will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

a. General Requirements

1. Control. All services by the Provider will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.

2. Provider's Personnel. The Provider certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the provider. The Provider further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Consultant who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.

3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the provider, or any of the provider's employees or agents, are the agents, representatives, or employees of the County. The Provider will be an independent consultant over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give County the right to direct the Provider as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Provider is solely for purposes of compliance with local, state and federal regulations and means that the Consultant will follow the desires of the County only as to the intended results of the scope of this Contract.

(b) It is further expressly agreed and understood by Provider that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the provider has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Provider for services performed shall be on the Consultant's letterhead.

4. Termination or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:

(i) the Provider or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.

- (ii) The Provider has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.
- (iii) The Provider has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Provider's assets.

(b) The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Provider for Provider's failure to provide the services specified under this Contract.

(c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Provider shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

(d) All work accomplished by Provider prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

(e) Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Provider and the County may withhold any payments to Consultant for the purpose of setoff until such time as the exact amount of damages due the County from the Provider is determined.

5. Subcontracting, Assignment or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Provider from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Provider's obligations to its transferors or sub-providers. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

6. Conflict Of Interest. The Provider covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The Provider warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-provider to the Provider in connection with any work contemplated or performed relative to this Contract.

7. Covenant against Contingent Fees. The Provider warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment of County Workers. (a) The Contractor will not engage, on a full or part-time, or other basis during the period of the Contract, any professional or technical personnel who are in the current employment of the County.

(b) Notwithstanding the foregoing, no prior County official or employee may be employed by or receive compensation, wages or benefits from the Contractor for a period of one year from employment separation from the County if during the period of employment with the County the employee or official had any direct or indirect involvement with the Contractor's services or operations provided to the County.

9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Consultant and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.

10. General Compliance with Laws. (a) If required, the Provider shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

(b) The Provider is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA), and all state and local laws, rules and regulations pertaining to electrical requirements of residential construction and renovation.

(c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Provider agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

11. Nondiscrimination. The Provider hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Provider on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Provider shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

15. No Waiver of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the consultant shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.

19. Incorporation of Other Documents.

(a) Provider shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for the Shelby County Purchasing Department and incorporated herein by reference.

(b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

20. Contracting With Locally Owned Small Businesses. The Provider shall take affirmative action to utilize Locally Owned Small Businesses when possible as sources of supplies, equipment, construction and services.

21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

22. Waiver of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to County by the Provider, Provider understands and acknowledges that County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to County by Consultant due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

23. Organization Status and Authority.

(a) Provider represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

(b) The execution, delivery and performance of this Contract by the Provider has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Provider, any provision of any indenture, agreement or other instrument to which the Provider is a party, or by which the Provider's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

24. Warranty. Provider warrants to County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

25. Rights in Data. The County shall become the owner, and the Provider shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Provider under this Contract, regardless of whether they are proprietary to the Provider or to any third parties.

26. Provider Responsibilities.

A. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Responsibilities for Claims and Liabilities. (a) Provider shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Provider its sub-providers, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

(b) Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Consultant shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The County has no obligation to provide legal counsel or defense to the Provider or its sub-providers in the event that a suit, claim or action of any character is brought by any person not party to this Contract against Provider as a result of or relating to obligations under this Contract.

(d) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Provider as a result of or relating to obligations under this Contract.

(e) Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of any claim or suit made or filed against the Provider or its sub-providers regarding any matter resulting from or relating to Consultant's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

(f). The Provider shall immediately notify Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103 of cancellation or changes in any of the insurance coverage required.

2. Insurance Requirements. Provider will provide evidence of the following insurance coverage:

PROFESSIONAL SERVICES/CONSULTANT PROJECTS LESS THAN \$1,000,000

Minimum Limits of Insurance

Consultant/provider shall maintain coverage with limits of no less than:

- 1) *Commercial General Liability Insurance* \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insured. The insurance shall include coverage for the following:
 - a) Premises/Operations

- b) Explosion, Collapse, & Underground property coverage if applicable
 - c) Products/Completed Operations
 - d) Contractual
 - e) Independent Contractors
 - f) Broad Form Property Damage
 - g) Personal Injury
- 2) *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and personal injury. Coverage is to be provided on all:
- a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos
- 3) *Workers Compensation and Employers' Liability Insurance* – Workers Compensation coverage including coverage for sole proprietors, partners, and officers, regardless of requirement by Tennessee State Statute. Policy is to be specifically endorsed to include these individuals for coverage. This policy should include Employers' Liability Coverage for \$1,000,000 per accident.

All policies will provide for 30 days written notice to Shelby County of cancellation or material change in coverage provided. If insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the Provider will provide immediate notice to Shelby County.

All insurance policies maintained by the Provider shall provide that insurance as applying to Shelby County shall be primary and non-contributing irrespective of such insurance or self-insurance as Shelby County may maintain in its own name and on its own behalf.

B. Right to Monitor and Audit

Access to Records. During all phases of the work and services to be provided hereunder the Provider agrees to permit duly authorized agents and employees of the County, to enter Provider's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Provider will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

XI PROPOSAL SUBMISSION

A. GENERAL

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Hard copy proposals must be received by no later than 4:00 pm (CST) on January 13, 2012, at Shelby County Government Purchasing Department, 160 N. Main St., Suite 550, Memphis, TN 38103.**
5. Proposer agrees to provide County with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

B. PROPOSAL PRESENTATION

1. One (1) original (clearly identified as original) and six (6) copies of the proposal are required.
2. The package containing the original must be sealed and marked with the Proposers name and **“RFP # 12-012-27.” “DATA CABLE SERVICES” with due date and time indicated.**
3. Proposals must be in ink. Erasures and “white-out” are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.
4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or

employee must sign proposals. Tennessee sales tax shall not be included in the Consultant's proposal.

C. PROPOSAL FORMAT

Response to this RFP must be in the form of a proposal package that must be submitted in the following format. **Please download the attachment to this document.** The Proposal Response Sheet and Utilization Report (*required documents*) should be the first two pages of your written response.

1. Cover Page – Submit on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm
2. Comprehensive Response
 - a. Outline of how respondent can meet or exceed the minimum requirements
 - b. Detail of how the respondent is qualified to provide the services required
 - c. A detailed description of the approach for accomplishing the services
3. Cost and Fees
 - a. Provide the applicable itemized fees and any commissions included in the proposal for the Services for each element in the scope of work (this includes a break-down of the cost proposed for any sub-consultant working in conjunction with your organization on the project). (See Attachment 1)
 - b. Explain any assumptions or constraints in a price proposal to perform the services.
 - c. Explain any additional charges or fees in the proposal.
4. Experience of the Respondent.

A sufficient description of the experience and knowledge base of the Proposer to show the Proposer's capabilities should be included in the Proposal. At a minimum, the description of the experience and knowledge base of the Proposer included in the Proposal should include, but not necessarily be limited to, the following:

- a. A brief description of the history and mission of the Proposer, including the Respondent's background and mission statement, the length of time the Proposer has been in business, a description of the Proposer's organizational structure and a description of the Proposer's customer make-up;
- b. A statement of how long the Proposer has provided services similar to the Services requested herein;

- c. A general description of the Proposer's experience and background in providing services similar to the Services requested herein;
- d. Any other relevant information about the experience and knowledge base of the Proposer which is deemed to be material.
- e. Resume of each employee engaged in the services, including the role of each and an overview of their previous experience with similar projects.

5. References

References of the Proposer, including at least three (3) other clients for whom the Proposer has provided services similar to the Services (with preference given to clients comparable to Shelby County Government) and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number (See Attachment 2).

6. Additional Information

- a. A description of the current experience level of the Proposer's technical staff (see Attachment 2).
- b. A listing of the low voltage cabling installation and test equipment owned and operated by the Proposer (see Attachment 2)
- c. Any other relevant information about the capabilities of the Proposer deemed to be material (see Attachment 2).
- d. Performance Bond as specified in the minimum proposer requirement # 11
- e. A written statement of compliance to Title VI as specified in the Minimum Proposer Requirement #10.
- f. A written statement of compliance to the Living Wage ordinance as specified in the Minimum Proposer Requirement #10.
- g. Evidence of insurance coverage as specified under Indemnification and Insurance Requirement in Section X.a.26.A.2.

XII PROPOSAL EVALUATION AND SELECTION

A. EVALUATION PROCESS

- 1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.

- b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
2. Technical Review- Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
- a. Each proposal will be reviewed by a Committee assembled by the Trustees Office which may elect to schedule a personal presentation and interview with one or more of the bidders. After the review process is completed, this committee will recommend the successful bidder to the Administrator of Purchasing, who makes the decision, subject to the approval of the contract by the Mayor and the Board of County Commissioners.
 - b. All proposals submitted in response to this RFP will be evaluated based on the following criteria:
 - i. Qualifications of personnel.
 - ii. Ability to present a clear understanding of the nature and scope of the project.
 - iii. Project methodology.
 - iv. Previous experience with similar projects.
 - v. Cost to the Shelby County Government as outlined in the budget estimate.
 - vi. Time frame for completion.

3. Oral Presentation.

The Shelby County Government reserves the right to interview, or requires an oral presentation from, any respondent for clarification of information set forth in the Proposer's response. In this regard, at the discretion of the evaluation committee, some or all Proposers who submit an Proposal in response to this RFP may be asked to submit to an interview or give an oral presentation of their respective Proposals to the evaluation committee. If so, this is not to be a presentation restating the Proposal, but rather an in-depth analysis of certain qualifications of the Proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the Proposer to clarify or elaborate on its qualifications without restating the Proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of contract. If required, the time and location of such interview or oral presentation will be scheduled by the Trustee Office. Interviews and oral presentations are strictly an option of the Shelby County Government or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Proposer.

Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

Shelby County Government reserves the right to consider the vendor's EOC rating in all evaluations.

B. CONTRACT AWARD

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. The County reserves the right to negotiate any portions of the successful Proposers fees and scope of work or utilize their own resources for such work.

XIII. ATTACHMENTS

Attachment 1

Pricing Sheet		
Section	Item Description	Amount
6.	Permit and License fees	\$
	2 post 7' Floor Racks	\$
	4 post 7' Floor Racks	\$
	Wire Management equivalent to Panduit WMPV22E	\$
	Cat6 Plenum Cable (Mohawk / CDT) for 147 dual cable runs	\$
	Conduit, Raceway	\$
	Panduit or Leviton Quick Port Rack Mounted Patch Panels	\$
	Panduit MiniCom TX6 Plus TG Cat6 Connectors	\$
	Leviton Extreme6+ Cat6 Connectors	\$
	Panduit or Leviton Quick Port Wall plates	\$
	Misc. Hardware / Supplies	\$
	Labor	\$
	Section 6 Total:	\$
7.	Permit and License fees	\$
	24-Strand, Single Mode-Armored Plenum, Fiber-optic Cable (Mohawk or Corning)	\$
	6-Strand, Single Mode-Armored Plenum, Fiber-optic Cable (Mohawk or Corning)	\$
	Innerduct, Conduit, Raceway	\$
	Rack Mounted Fiber Distribution Enclosures	\$
	Panduit or Corning UniCam LC Connectors	\$
	Panduit or Leviton Quick Port Rack Mounted Patch Panels	\$
	Panduit or Leviton Quick Port Wall plates	\$
	Misc. Hardware / Supplies	\$
	Labor	\$
	Section 7 Total:	\$

Attachment 2

Contractor Questionnaire (Page 1 of 3)		
Reqs. / Specs. Section	Question	Answer
1.2.	Cat6 Reference Account #1:	
	What is the Company's Name?	
	Describe the work performed?	
	When was the job completed?	
	Contact name at the Company?	
	Contact phone number?	
	Size of Job?	
1.2.	Cat6 Reference Account #2:	
	What is the Company's Name?	
	Describe the work performed?	
	When was the job completed?	
	Contact name at the Company?	
	Contact phone number?	
	Size of Job?	
1.2.	Cat6 Reference Account #3:	
	What is the Company's Name?	
	Describe the work performed?	
	When was the job completed?	
	Contact name at the Company?	
	Contact phone number?	
	Size of Job?	
1.2.1.	Will your On-Site Lead Technician have at least twenty-four (24) months experience installing Cat6 cabling? Name?	

Contractor Questionnaire (Page 2 of 3)

Reqs. / Specs. Section	Question	Answer
1.2..	List any technical certifications that your employees currently have, related to Cat6 etc. network cabling?	
1.3.	Fiber-optic Reference Account #1:	
	What is the Company's Name?	
	Describe the work performed?	
	When was the job completed?	
	Contact name at the Company?	
	Contact phone number?	
	Size of Job?	
1.3.	Fiber-optic Reference Account #2:	
	What is the Company's Name?	
	Describe the work performed?	
	When was the job completed?	
	Contact name at the Company?	
	Contact phone number?	
	Size of Job?	
1.3.	Fiber-optic Reference Account #3:	
	What is the Company's Name?	
	Describe the work performed?	
	When was the job completed?	
	Contact name at the Company?	
	Contact phone number?	
	Size of Job?	
1.3.1.	Will your On-Site Lead Technician have at least five (5) years experience installing Fiber cabling? Name?	
1.3.2.	Will your On-Site Lead Technician that will be terminating the fiber-optic cables have five (5) years experience terminating using Panduit or Corning UniCam fiber-optic connectors? Name?	

Contractor Questionnaire (Page 3 of 3)

Reqs. / Specs. Section	Question	Answer
2.4	Does your company currently own a Panduit or Corning UniCam termination kit?	
3.	What equipment or method does your company currently employ for permanent cable labeling?	
4.1.	What brand & model Cat6 Certification test equipment does your company currently use for certification of Cat6 cables?	
4.2.	What brand & model fiber-optic test equipment does your company currently use for measuring light-signal loss?	

Attachment 3
Work Sign Off

Location of Work Performed: _____ Scope of Work Section(s): _____

Name of Inspector: _____ Date of Inspection: _____

Company that performed the work: _____ Representative: _____

1. Has all debris been removed from areas where work was performed? Yes () No ()
If "No", please explain: _____
2. Is the Rack/Cabinet in the correct location? Yes () No () N/A()
If "No", please explain: _____
3. Is the Rack/Cabinet properly mounted? Yes () No () N/A()
If "No", please explain: _____
4. Did the contractor use the requested hardware?(or acceptable likeness) Yes () No ()
If "No", please explain: _____
5. If applicable, did the contractor mount the cabinet cooling fans properly? Yes () No () N/A()
If "No", please explain: _____
6. Did the contractor use the requested type of cabling? Yes () No ()
If "No", please explain: _____
7. Do the installed cables have sufficient slack? Yes () No ()
If "No", please explain: _____
8. Do the installed cables have sufficient strain relief? Yes () No ()
If "No", please explain: _____
9. Are the installed cables properly routed? (concealed or raceway/conduit) Yes () No () N/A()
If "No", please explain: _____
10. Are the installed cables properly terminated? (Per Scope of Work) Yes () No ()
If "No", please explain: _____
11. Are the installed cables properly secured? (to walls, ladder tray, etc.) Yes () No () N/A()
If "No", please explain: _____

Location of Work Performed: _____

Scope of Work Section(s): _____

12. Are the installed cables properly labeled? (Per Scope of Work) Yes () No ()
If "No", please explain: _____
13. Has the contractor tested all "new" or re-terminated cables? Yes () No ()
If "No", please explain: _____
14. Has the contractor provided test results for all "new" or re-terminated cables? Yes () No ()
If "No", please explain: _____
15. Has the contractor provided "as built" drawings? Yes () No ()
If "No", please explain: _____
16. Did the contractor provide requested supplies, such as patch
cords or fiber-optic jumpers? (Per Scope of Work) Yes () No () N/A ()
If "No", please explain: _____
17. Are the patch cords or fiber jumpers the requested length?
(Per Scope of Work) Yes () No () N/A ()
If "No", please explain: _____

In the space below, please list any comments or observations about the completed work:

Inspector's Signature: _____ Date: _____

Contractor representative's Signature: _____ Date: _____

Acceptance of Completion of Work

Warranty Start Date: _____

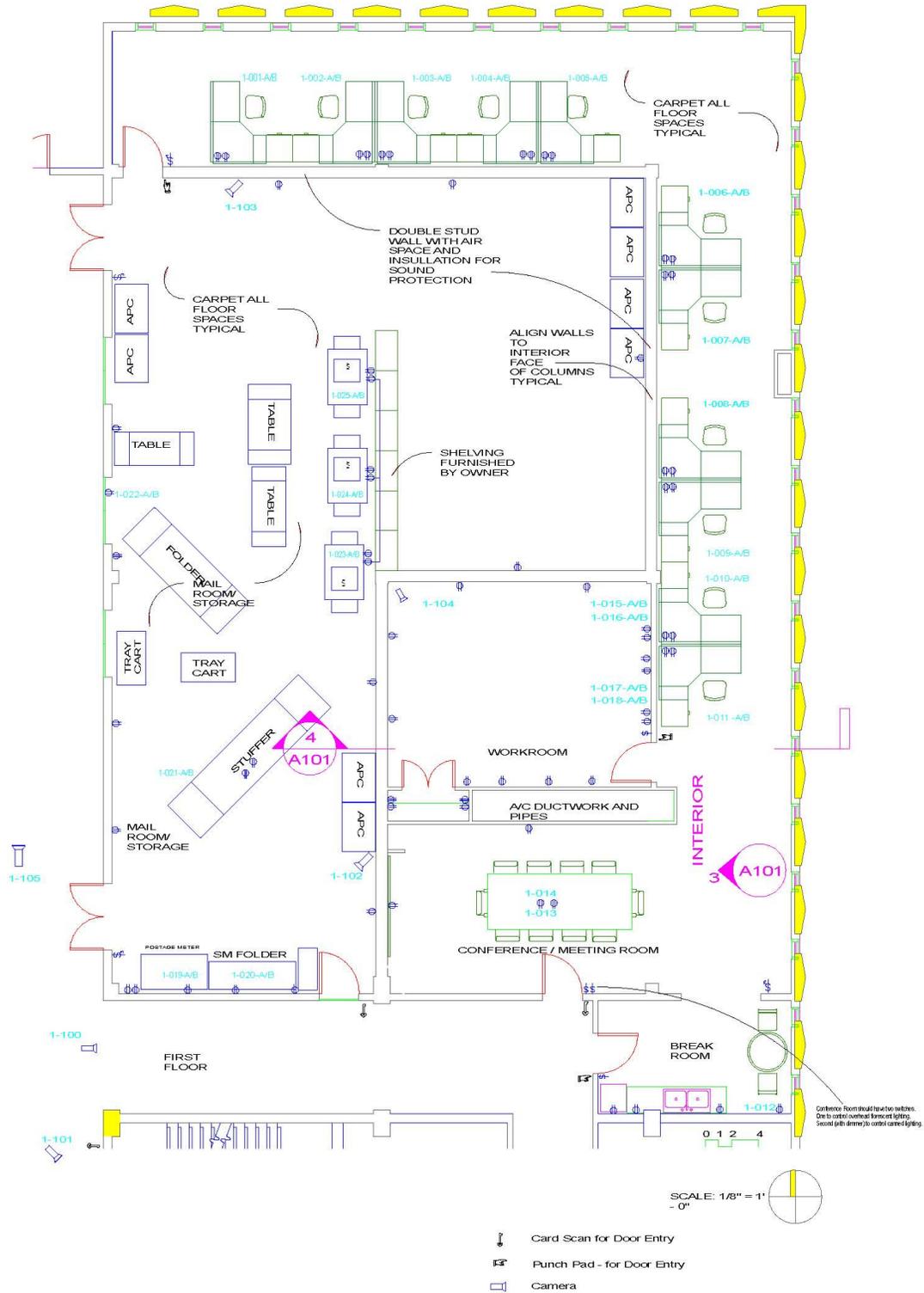
Inspector's Signature: _____ Date: _____

Contractor representative's Signature: _____ Date: _____

Note: No project will be considered "completed" until all of the specifications have been met, including all of the items on this checklist.

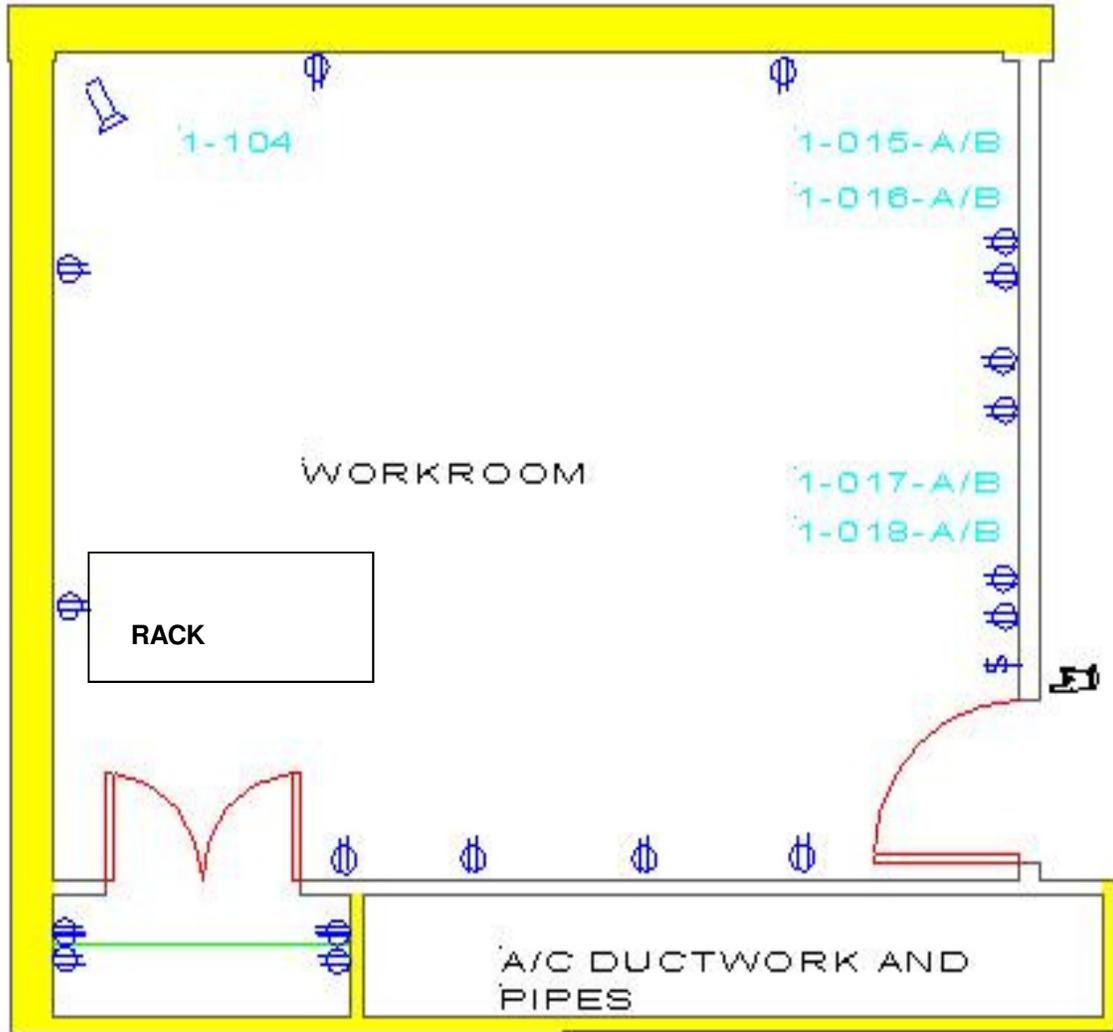
Attachment 4

1st Floor 157 Poplar



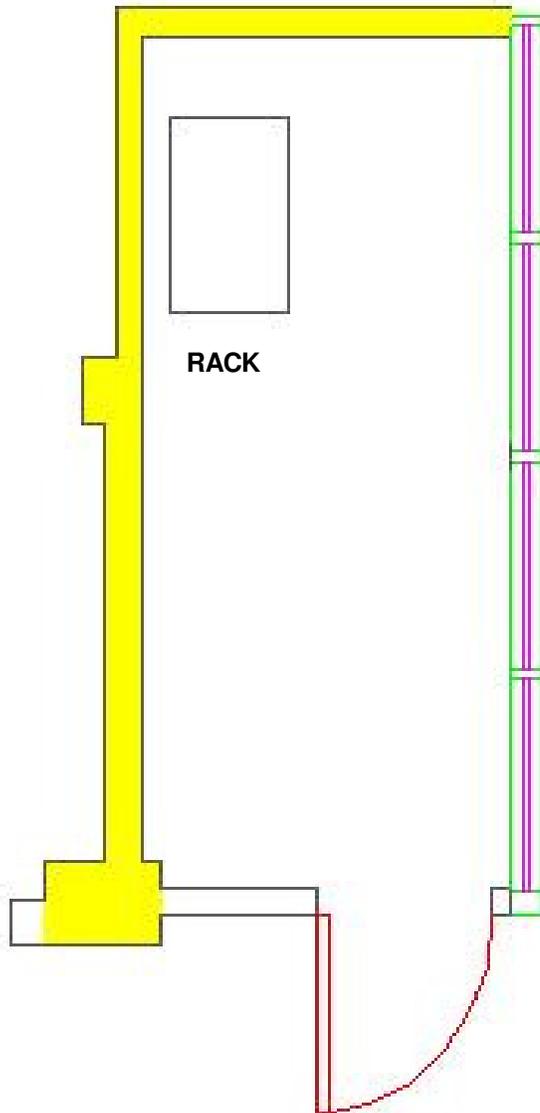
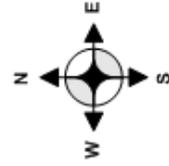
ATTACHMENT 5

WORKROOM – 1ST FLOOR



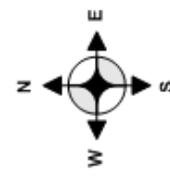
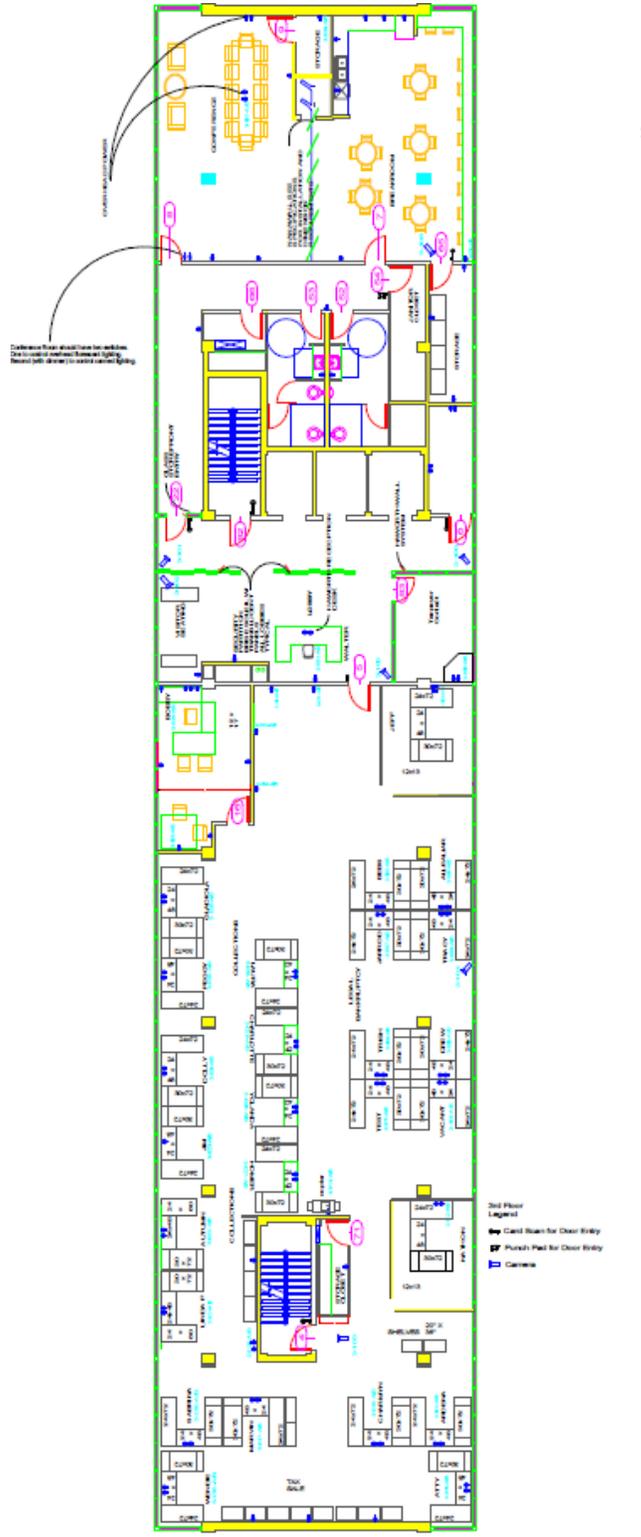
ATTACHMENT 7

TECH ROOM – 2ND FLOOR



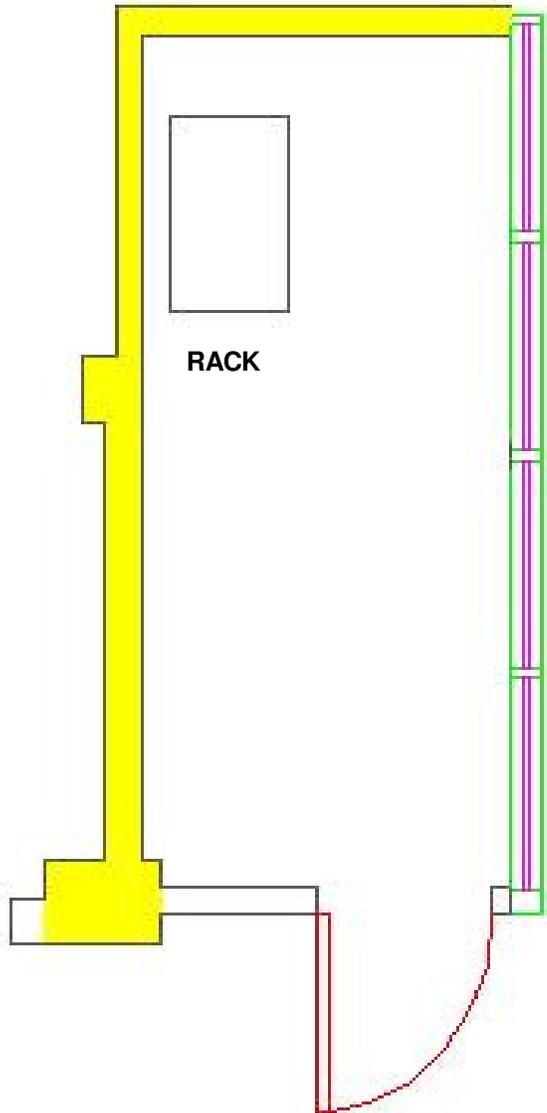
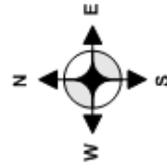
ATTACHMENT 8

3rd Floor 157 Poplar



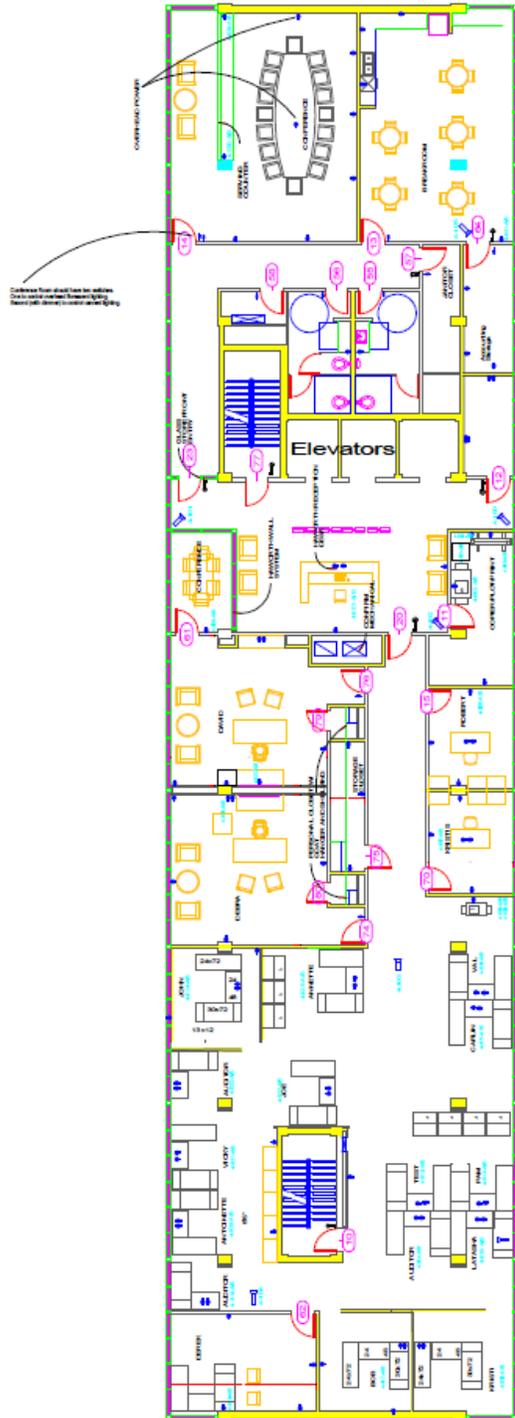
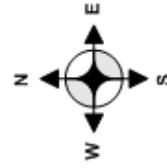
ATTACHMENT 9

TECH ROOM – 3rd FLOOR



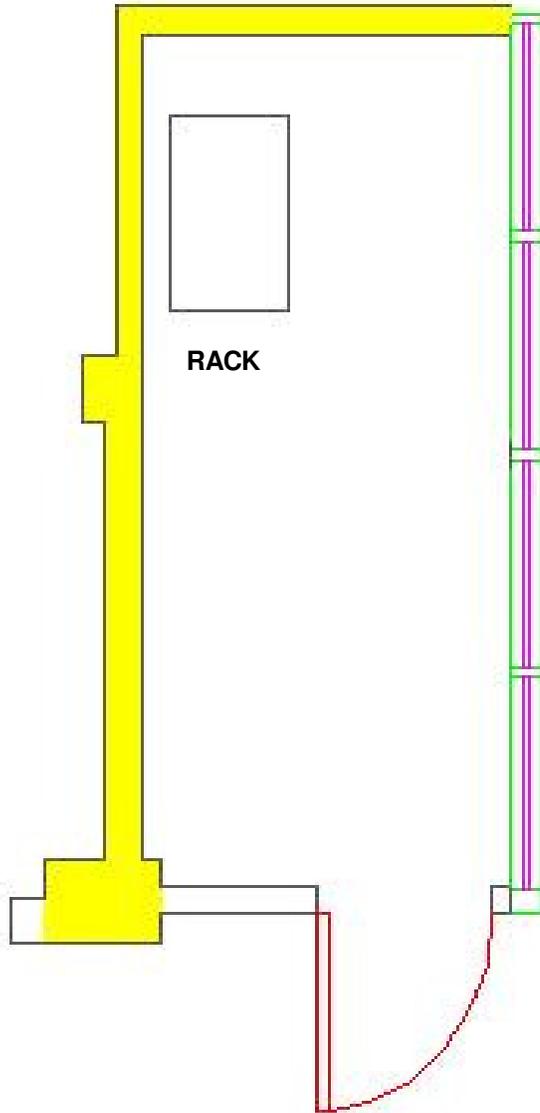
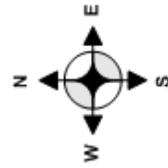
ATTACHMENT 10

4th Floor 157 Poplar



ATTACHMENT 11

TECH ROOM – 4th FLOOR



ATTACHMENT 12

FIBER-OPTIC CABLE INSTALLATION

