



### Lee County Board of County Commissioners DIVISION OF PROCUREMENT MANAGEMENT

### INVITATION TO BID (B)

Solicitation No.: B180198RJD

Annual - Fujitsu SONET/DWDM Support and

Solicitation

Maintenance

Name: Open

1

5/21/2018

Time: 2:30 PM

Date/Time: Location:

Lee County Procurement Management

1500 Monroe Street 4th Floor

Fort Myers, FL 33901

Procurement

Contact:

Robin Dennard

Title Buyer

Phone:

(239) 533-8881

Email:

RDennard@leegov.com

Requesting

Dept. Technology Services

Pre-Bid Conference:

Type:

No meeting scheduled at this time

### All solicitation documents are available for download at <a href="https://www.leegov.com/procurement">www.leegov.com/procurement</a>

Electronic bidding is coming! Visit www.leegov.com/bid to stay informed



Advertisement Date: 4/27/2018

### Notice to Bidder Invitation to Bid #B180198RJD, Annual – Fujitsu SONET/DWDM Support and Maintenance

### **Invitation to Bid (B)**

Lee County, Florida, is requesting bids from qualified individuals/firms for

### Annual – Fujitsu SONET/DWDM Support and Maintenance

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Florida, in conformance with solicitation documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered for this solicitation are instructed to submit, in accordance with specifications, their Bids, pertinent to this project prior to

### 2:30 PM Monday, May 21, 2018

to the office of the Procurement Management Director, 1500 Monroe Street, 4<sup>th</sup> Floor, Fort Myers, Florida 33901. The Invitation to Bid shall be received in a sealed envelope, prior to the time scheduled to receive Bid(s), and shall be clearly marked with the solicitation name, solicitation number, bidder name, and contact information as identified in these solicitation documents.

The Scope of Work/Specifications for this solicitation is available from <a href="www.leegov.com/procurement">www.leegov.com/procurement</a> are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from <a href="www.leegov.com/procurement">www.leegov.com/procurement</a>. It is the bidder's responsibility to check for posted information. The County may not accept incomplete Bids.

### There will be no Pre-Bid Conference for this solicitation.

It has been determined that the specifications and scope of work within this solicitation are adequate to describe the product or services being requested. A pre-bid conference and site visit has not been scheduled for this solicitation. Questions regarding this solicitation are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 8383 during normal working hours.

Robin Dennard RDennard@leegov.com

Sincerely,

Laurie Victory, CPPB Procurement Manager

<sup>\*</sup>WWW.leegov.Com/Procurement is the County's official posting site

### **Terms and Conditions**

### **INVITATION TO BID (B)**

### 1. DEFINTIONS

- 1.1. **Addendum/Addenda**: A written change, addition, alteration, correction or revision to a bid, proposal or contract Agreement/Contract. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 1.2. **Approved Alternate**: Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
- 1.3. **Bid/Proposal Package**: A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
- 1.4. **Bidder/Responder/Proposer**: One who submits a response to a solicitation.
- 1.5. **County**: Refers to Lee County Board of County Commissioners.
- 1.6. **Due Date and Time/Opening**: Is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Division. Only bids or proposals received prior to the established date and time will be considered.
- 1.7. **Liquidated Damages**: Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
- 1.8. **Procurement Management**: shall mean the Director of Lee County's Procurement Management Department or designee.
- 1.9. **Responsible**: A vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
- 1.10. **Responsive**: A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
- 1.11. **Solicitation**: An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

### 2. ORDER OF PRECEDENCE

- 2.1. In resolving conflicts, errors, and discrepancies, the order of precedence of the bid document is as follows
  - 2.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
  - 2.1.2. Lee County Procurement Management Manual and Ordinances
  - 2.1.3. Change Order
  - 2.1.4. Agreement
  - 2.1.5. Addenda
  - 2.1.6. Special Conditions
  - 2.1.7. Detailed Scope of Work/Specifications
  - 2.1.8. Supplemental Information, if any
  - 2.1.9. Terms and Conditions

### 3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the bidder to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
  - 3.1.1. Lee County Procurement Management Manual
  - 3.1.2. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records. Sealed bids, proposals or replies received by the agency pursuant to a solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the State Constitution until such

- time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals or final replies, whichever is earlier.
- 3.1.3. FL § 215 regarding scrutinized companies and business operations.
- 3.1.4. FL § 218 Public Bid Disclosure Act.
- 3.1.5. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
- 3.1.6. FL § 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring system.
- 3.1.7. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
- 3.2. **Local Business Tax Account**: As applicable, anyone providing merchandise or services to the public within the jurisdiction of Lee County must obtain a Lee County business tax account to operate unless specifically exempted.
- 3.3. **License(s)**: Bidder should provide, at the time of the opening of the bid, licenses required for this product and/or service.

### 4. BID – PREPARATION OF SUBMITTAL

- 4.1. **Sealed Bid:** Submission must be in a sealed envelope/box, and the outside of the submission must be marked with the following information (Sealed Bid Label Form is attached for your use):
  - 4.1.1. Marked with the words "Sealed Bid"
  - 4.1.2. Bid Number
  - 4.1.3. Bid Title
  - 4.1.4. Bid Due Date
  - 4.1.5. Name of the firm submitting the bid
  - 4.1.6. Contact e-mail and telephone number

### 4.2. Bid submission shall include:

- 4.2.1. Provide two (2) hard copies. Mark each: one "Original", one "Copy"
- 4.2.2. Provide one (1) electronic CD ROM or flash drive set of the entire submission documents.
- 4.2.3. Electronic submission document is to be one single Adobe PDF file in the same order as the original hard copy.
- 4.2.4. Limit the color and number of images to avoid unmanageable file sizes.
- 4.2.5. Use rewritable CD ROM and do not lock files.

### 4.3. Submission Format:

- 4.3.1. <u>Required Forms</u>: complete and return **all** required forms. If the form is not applicable please return with "Not Applicable" or "N/A" in large letters across the form.
- 4.3.2. Failure to submit required or requested information may result in the bidder being found non-responsive.
- 4.3.3. <u>Execution of Bid</u>: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All Bids shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the bids shall be initialed.
- 4.3.4. If a cost/bid schedule was provided in Microsoft Excel format, the returned completed schedule should be included as a Microsoft Excel File on the CD ROM or Flash drive.
- 4.3.5. The submission should not contain links to other web pages.
- 4.3.6. Include any information requested by the County necessary to analyze your bid, i.e., required submittals, literature, technical data, financial statements.
- 4.3.7. Bid Security/Bond(s), as applicable (Construction projects)
- 4.4. **Preparation Cost**: The Bidder is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any bid, or for any travel and per diem costs that are incurred by any Bidder.

### 5. RESPONSES RECEIVED LATE

### Ver 11/07/2016-3

- 5.1. It shall be the Bidder's sole responsibility to deliver the bid submission to the Lee County Procurement Management Division prior to or on the time and date stated. All references to date and time herein reference Lee County, FL local time.
- 5.2. Any bids received after the stated time and date will not be considered. The bid shall not be opened at the public opening. Arrangements may be made for the unopened bid to be returned at the bidder's request and expense.
- 5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

### 6. BIDDER REQUIREMENTS (unless otherwise noted)

- 6.1. **Responsive and Responsible**: Only bids received from responsive and responsible bidders will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the bidder to perform.
  - 6.1.1. Bids may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on the disclosure form. Additionally, bidders may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the bidder to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.
  - 6.1.2. Additional sources may be utilized to determine credit worthiness and ability to perform.
  - 6.1.3. Any bidder or sub-contractor that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the bidder or sub-contractor.
- 6.2. **BID--Past Performance**: Bidders past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) may be reviewed. Poor or unacceptable past performance may result in bidder disqualification.
- 6.3. Submission packages, unless otherwise noted, will be considered only from bidders normally engaged in the provision of the services specified here in. The bidder shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicated an inability of the bidder to perform.

### 7. PRE-BID CONFERENCE

- 7.1. A pre-bid conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-bid conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective bidders are encouraged to obtain and review the solicitation documents prior to the pre-bid conference so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the bid document. A formal response will be provided in the form of an addendum (see "County Interpretation/Addendums" for additional information.) A site visit may follow the pre-bid conference, as applicable.
- 7.2. **Non-Mandatory**: Pre-bid conferences are generally non-mandatory, but it is highly recommended that prospective bidders participate.
- 7.3. **Mandatory**: Failure to attend a mandatory pre-bid conference will result in the bid being considered **non-responsive**.

### 8. COUNTY INTERPRETATION/ADDENDUMS

8.1. Each Bidder shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or

- additional information pertaining to the solicitation shall be submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due.
- 8.2. Response(s) will be in the form of an Addendum posted on <a href="www.leegov.com/procurement">www.leegov.com/procurement</a>. It is solely the bidder's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.
- 8.3. All Addenda shall become part of the Contract Documents.
- 8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.

### 9. QUALITY GUARANTEE/WARRANTY (as applicable)

- 9.1. Bidder will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from the date of final completion.
- 9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warrantees will begin from the date of final completion.
- 9.3. Unless otherwise specifically provided in the specifications, the equipment must be warranteed for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.
- 9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.

### 10. SUBSTITUTION(S)/APPROVED ALTERNATE(S)

- 10.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a bidder wishes to make a substitution in the specifications, the bidder shall furnish to the County, no later than ten (10) business days prior to the bid opening date, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an Approved Alternate to the prescribed specifications.
- 10.2. A bid containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

### 11. NEGOTIATED ITEMS

- 11.1. Any item not outlined in the Scope of Work/Specifications may be subject to negotiations between the County and the successful bidder.
- 11.2. After award of this bid the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- 11.3. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., if in its sole judgment, the County considers such adjustments to be in their best interest.

### 12. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)

12.1. Calculation Errors: In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All bids will be reviewed mathematically and corrected, if necessary, using these standards, prior to further evaluation.

### 13. CONFIDENTIALITY

- 13.1. Bidders should be aware that all submissions provided are subject to public disclosure and will <u>not</u> be afforded confidentiality, unless provided by Chapter 119 FL §.
- 13.2. If information is submitted with a bid that is deemed "Confidential" the bidder must stamp those pages of the submission that are considered confidential. The bidder must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, "Public Records," exemptions.
- 13.3. Lee County will not reveal engineering estimates or budget amounts for a project unless required by grant funding or unless it is in the best interest of the County. According to FL § 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

### 14. BID -- CONFLICT OF INTEREST

14.1. **Business Relationship Disclosure Requirement**: The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statues. All bidders must disclose with their submission the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all bidders must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.

### 15. ANTI-LOBBYING CLAUSE (Cone of Silence)

15.1. Following FL § Section 287.057(23), Upon the issuance of the solicitation, prospective proposers/bidders or any agent, representative or person acting at the request of such proposer/bidder shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. If it is determined that improper communications were conducted, the Bidder/Proposer maybe declared non-responsible.

### 16. DRUG FREE WORKPLACE

16.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs.

### 17. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- 17.1. The County encourages the use of Disadvantaged Business Enterprise Bidder(s) as defined and certified by the State of Florida Department of Transportation (DBE).
- 17.2. As requested in the required forms the Bidder is required to indicate whether they and/or any proposed sub-contractor(s) are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms, as defined and certified by the State of Florida Office of Supplier Diversity (Minority), are encouraged to respond.

### 18. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

18.1. The bidder agrees to comply, in accordance with FL § 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color,

- age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 18.2. The bidder will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The bidder will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
- 18.3. The bidder will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The bidder will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 18.4. An entity or affiliate who has been placed on the <u>State of Florida's Discriminatory Vendor List</u> (This list may be viewed by going to the Department of Management Services website at <a href="http://www.dms.myflorida.com">http://www.dms.myflorida.com</a>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

### 19. SUB-CONTRACTOR

19.1. The use of sub-contractors under this solicitation requires prior written authorization from the County representative.

### 20. BID - PROJECT GUIDELINES (as applicable)

- 20.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the bidder(s) in conforming to the provision of goods and/or services to be provided pursuant to this Agreement/Contract:
  - 20.1.1. No amount of work is guaranteed upon the execution of an Agreement/Contract.
  - 20.1.2. Rates and all other negotiated expenses will remain in effect throughout the duration of the Agreement/Contract period.
  - 20.1.3. This contract does not entitle any bidder to exclusive rights to County Agreement/Contracts/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
  - 20.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
  - 20.1.5. Lee County reserves the right to add or delete, at any time, and or all material, tasks or services associated with this Agreement/Contract.
  - 20.1.6. <u>Any Single Large Project</u>: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

### 21. BID - TIEBREAKER

- 21.1. Whenever two or more Bids, which are equal with respect to price, quality and service, are received for procurement of commodities or contractual services, from Responsive and Responsible Bidders, the following steps shall be taken to establish the Award to the lowest Bidder. This method shall be used for all ties.
  - 21.1.1. <u>Step 1 Local Bidder</u>: Between a Local Bidder, and a non-Local Bidder, a Contract Award, or the first opportunity to negotiate, as applicable, shall be made to the Local Bidder. **If local preference** is prohibited by the funding source then step 2 will replace step 1.
  - 21.1.2. <u>Step 2 Drug Free Workplace</u>: At the conclusion of step 1, if all is equal, the Bidder with a Drug Free Workplace program shall be given preference over a Bidder with no Drug Free Workplace program. The Contract Award, or the first opportunity to negotiate, as applicable, shall be made to the Bidder with the Drug Free Workplace program.
  - 21.1.3. <u>Step 3 Coin Flip</u>: At the conclusion of Step 1 and Step 2, if all is equal, the Contract Award, or the first opportunity to negotiate, as applicable, the final outcome shall be determined by the flip of a coin.

- 21.2. When the tie has been broken pursuant to the above procedures, the Contract Award, or the first opportunity to negotiate, as applicable, shall be furnished to the prevailing Bidder.
- 21.3. If an Award or negotiation is unsuccessful with the initial Bidder, Award or negotiations may commence with the next highest Bidder, utilizing the tiebreaker steps above to make the determination of next lowest Bidder, if necessary.

### 22. WITHDRAWAL OF BID

- 22.1. No bid may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving submissions. A bid may be withdrawn prior to the solicitation opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
- 22.2. A bidder may withdraw a submission any time prior to the opening of the solicitation.
- 22.3. After submissions are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a bid because of the mistake of the bidder in the preparation of the submission document. In such circumstance, the decision of the Procurement Management Director to allow the submission withdrawal, although discretionary, shall be based upon a finding that the bidder, by clear and convincing evidence, has met each of the following four tests:
  - 22.3.1. The bidder acted in good faith in submitting the bid,
  - 22.3.2. The mistake in bid preparation that was of such magnitude that to enforce compliance by the bidder would cause a severe hardship on the bidder,
  - 22.3.3. The mistake was not the result of gross negligence or willful inattention by the bidder; and
  - 22.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the Agreement/Contract.

### 23. PROTEST RIGHTS

- 23.1. Any bidder that has submitted a formal response to Lee County, and who is adversely affected by an intended decision with respect to the award, has the right to protest an intended decision posted by the County as part of the solicitation process.
- 23.2. "Decisions" are posted on the Lee County Procurement Management Division website. Bidders are solely responsible to check for information regarding the solicitation. (<a href="www.leegov.com/procurement">www.leegov.com/procurement</a>)
- 23.3. Refer to the "Bid/Proposal Protest Procedure" section of the Lee County "Contracts Manual" for the complete protest process and requirements. The Manual is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.
- 23.4. In order to preserve the right to protest, a written "Notice Of Intent To File A Protest" must be filed with the Lee County Procurement Management Director by 4:00 PM on the 3<sup>rd</sup> working day after the decision affecting your rights is posted on the Lee County website.
  - 23.4.1. The notice must clearly state the basis and reasons for the protest.
  - 23.4.2. The notice must be physically received by the Procurement Management Director with in the required time frame. No additional time will be granted for mailing.
- 23.5. To secure the right to protest a "Protest Bond" and written "Formal Protest" document must be filed within 10 calendar days after the date of "Notice of Intent to File a Protest" is received by the Procurement Management Director.
- 23.6. Failure to follow the protest procedures requirement within the time frames as prescribed herein and established by the Lee County Board of County Commissioners, Florida, shall constitute a waiver of the right to protest and bar any resulting claims.

### 24. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

24.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the Agreement/Contract of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.

### 25. CONTRACT ADMINISTRATION

### 25.1. Designated Contact:

- 25.1.1. The awarded bidder shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.
- 25.1.2. Lee County requires that the awarded bidder to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.
- 25.2. **BID** Term: (unless otherwise stated in the Scope of Work or Detailed Specifications)
  - 25.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default contract term shall be one (1) year with three (3), one (1) year renewals for a total of four (4) years upon mutual written agreement of both parties.
  - 25.2.2. The County reserves the right to renew this Agreement/Contract (or any portion thereof) and to negotiate pricing as a condition for each.
  - 25.2.3. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

### 25.3. BID - Basis of Award:

- 25.3.1. The bid is awarded under a system of sealed, competitive bidding to the lowest responsive and responsible bidder.
- 25.3.2. In the event the lowest responsible and responsive bid for a project exceeds the available funds the County may negotiate an adjustment of the bid price with the lowest responsible and responsive bidder, in order to bring the total cost of the project within the amount of available funds.
- 25.3.3. The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bids received. Award will be made to the lowest responsible and responsive bidder(s) within the category chosen for basis of award.
- 25.3.4. The County reserves the right to award to one or multiple bidders at the discretion of the requesting authority and approval of the Procurement Management Director.

### 25.4. Agreement/Contracts/Contracts:

25.4.1. The awarded bidder will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <a href="http://www.leegov.com/procurement/forms">http://www.leegov.com/procurement/forms</a>.

### 25.5. Records:

- 25.5.1. <u>Retention</u>: The bidder shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the bidder shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.
- 25.5.2. <u>Right to Audit/Disclosure</u>: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
  - 25.5.2.1. Keep and maintain public records required by the County to perform the service.
  - 25.5.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.
  - 25.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
  - 25.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are

exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

- 25.5.3. Public Record: IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, http://www.leegov.com/publicrecords.
- 25.5.4. Ownership: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful bidder in connection with its services hereunder, include any documents bearing the professional seal of the successful bidder, and shall be delivered to and become the property of Lee County, prior to final payment to the successful bidder or the termination of the Agreement/Contract. This includes any electronic versions, such as CAD or other computer aided drafting programs.

### 25.6. Termination:

- 25.6.1. Any Agreement/Contract as a result of this solicitation may be terminated by either party giving **thirty** (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.
- 25.6.2. The Procurement Management Director may immediately terminate any Agreement/Contract as a result of this solicitation for emergency purposes, as defined by the Lee County Purchasing and Payment Procedures Manual (Purchasing Manual), (also known as Appendix "D" "AC-4-1.pdf".)
- 25.6.3. Any bidder who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a **period of 180 days**. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.
- 25.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:
  - 25.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5):
  - 25.6.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (FL §215.473);
  - 25.6.4.3. Contractor has engaged in business operations in Cuba or Syria (FL § 215.471);
  - 25.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel. (FL § 215.4725)
  - 25.6.4.5. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to advantageous to the County.

### 26. WAIVER OF CLAIMS

26.1. Once this contract expires, or final payment has been requested and made, the awarded bidder shall have waived any claims against the County concerning this contract. After that period, the County will consider the bidder to have waived any right to claims against the County concerning this Agreement/Contract.

### 27. LEE COUNTY PAYMENT PROCEDURES

27.1. Unless otherwise noted, all vendors are requested to mail an original invoice to:

Lee County Finance Department

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### Post Office Box 2238 Fort Myers, FL 33902-2238

- 27.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specifications for this project.
- 27.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.
- 27.4. Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All bidders should include in their bids, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.

### 28. MATERIAL SAFETY DATA SHEETS (MSDS) (as applicable)

28.1. In accordance with Chapter 443 of the FL §, it is the vendor's responsibility to provide Lee County with Material Safety Data Sheets on bid materials, as may apply to this procurement.

### 29. DEBRIS DISPOSAL (as applicable)

29.1. Unless otherwise stated, the bidder shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.

### 30. SHIPPING (as applicable)

- 30.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the bidder unless otherwise agreed upon in writing prior to service. It shall be the bidders responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.
- 30.2. The materials and/or services delivered under the bid shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

### 31. INSURANCE (AS APPLICABLE)

31.1. Insurance shall be provided by the awarded bidder/vendor. Prior to execution of the Agreement/Contract a certificate of insurance (COI) complying with the bid documents shall be provided by the bidder/vendor.

### **End of Terms and Conditions Section**



### **Major Insurance Requirements**

<u>Minimum Insurance Requirements:</u> Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this Contract. The County reserves the right to request additional documentation regarding insurance provided.

**a.** <u>Commercial General Liability</u> - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, and contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence

\$2,000,000 general aggregate

\$1,000,000 products and completed operations

\$1,000,000 personal and advertising injury

**b.** <u>Business Auto Liability</u> - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL) or

\$500,000 bodily injury per person

\$1,000,000 bodily injury per accident

\$500,000 property damage per accident

**c.** <u>Workers' Compensation</u> - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident

\$500,000 disease limit

\$500,000 disease – policy limit

\*The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies," in which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

### Verification of Coverage:

- 1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the Contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
  - a. The certificate holder shall read as follows:

Lee County Board of County Commissioners P.O. Box 398 Fort Myers, Florida 33902

b. "Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

### **Special Requirements:**

- 1. An appropriate "Indemnification" clause shall be made a provision of the Contract.
- 2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

**End of Insurance Guide Section** 

### SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

### 1. TERM

The successful Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services for a one-year (1) period. There may be an option to extend this contract as specified in the Scope of Work or specifications upon the approval of both the County and the successful Vendor at the time of extension or renewal for three (3), additional one (1) year periods.

**End of Special Conditions Section** 

### SCOPE OF WORK AND SPECIFICATIONS FOR

### B180198RJD, ANNUAL – Fujitsu SONET/DWDM SUPPORT AND MAINTENANCE

### 1. SCOPE

- 1.1. The Lee County Board of County Commissioners (BOCC) desires to purchase a support and maintenance program for Lee County's existing Fujitsu Synchronous Optical Network (SONET)/Dense Wavelength Division Multiplex (DWDM) systems.
- 1.2. The Vendor shall provide all personnel, labor, transportation, tools, remote technical assistance (RTA), upgrade subscriptions, technical data/manuals, expertise, supervision, and all services necessary to perform the annual support and maintenance to various Lee County locations.

### AWARD

- 2.1 The basis of award shall be determined by the lowest Total Cost per plan of the most responsible Vendor, with the lowest responsive bid. The County reserves the right to reject any and all bids at any time, unconditionally, and without cause.
- 2.2 Vendors are not required to bid on all plans. Should a Vendor decide not to bid on a plan such should be indicated with "No Bid" or N/A placed in the Bid Schedule for that plan.
- 2.3 The Vendor shall appoint a person or designee to act as a primary contact with Lee County. This person or designee shall be readily available during normal work hours by phone and shall be knowledgeable of the terms and conditions in this bid.

### REQUIREMENTS

- 3.1 The Vendor shall provide annual support and maintenance services to the locations/equipment listed herein as detailed in the packages listed below:
  - 3.1.1 Fujitsu RTA, SW Training, R&R, NBD Support Package
    - > 24x7 Remote Technical Assistance (RTA)
    - > Software Maintenance and Upgrade Subscription
    - > Training for Lee County Personnel (10 Seats in Richardson, TX)
    - Repair and Return (R&R)
    - Advance Hardware Replacement (AHR) Next Business Day (NBD)
  - 3.1.2 NETSMART 1500 Maintenance Support Plan
    - > 24x7 Remote Technical Assistance
    - ➤ NETSMART 1500 Software Maintenance \* Upgrade Subscription
    - > On-Site Technical Support Visit
    - New Feature and Enhancements Webinars
    - No-Hassle Upgrade Portal
    - Access to Web-based Tutorials
    - Monthly Call Reports

### REMOTE AND ON-SITE MAINTENANCE REQUIRMENTS

4.1 The Vendor shall provide unlimited Remote Technical Assistance (RTA) through Fujitsu's Technical Assistance Center (TAC) telephone support and on-site system maintenance service which shall include the Vendor providing all necessary labor, mileage, travel time, test equipment and original equipment manufacturer (OEM) replacement parts that shall cover all equipment listed herein.

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- 4.2 The Vendor shall provide preventative and remote monitoring support and maintenance to include on-site maintenance and repair visits, including provision of all necessary parts and labor on a seven (7) day per week, twenty-four (24) hour per day basis, 365 days a year.
- 4.3 The Vendor shall have the ability to thoroughly troubleshoot and analyze Lee County's reported concerns and suggest or initiate corrective action. Lee County shall allow the Vendor remote access to its network via secure Virtual Private Network (VPN). Any such access will at all times remain under the control of Lee County.
- 4.4 Remote Technical Assistance support includes:
  - 4.4.1 24x7x365 phone and email access to the TAC
  - 4.4.2 Escalation to higher levels of expertise after reasonable investigation time
  - 4.4.3 Unlimited number of trouble tickets opened by Lee County
- 4.5 The Vendor shall keep, maintain, and provide detailed service records as part of the provided maintenance service.

### 5. REPAIR AND RETURN

5.1 The Vendor shall repair or replace any qualifying equipment, component, or hardware (individually or collectively "equipment") that is listed herein. Vendor shall incur all associated shipping costs.

### 6. EQUIPMENT

- 6.1. Installed Fujitsu equipment that requires support and maintenance under the service and maintenance package are listed as follows:
  - 6.1.1 Fujitsu 4100ES (37 each)
  - 6.1.2 Fujitsu 7420 (5 each)
  - 6.1.3 Fujitsu 4500 (2 each)

### 7. LOCATIONS

7.1 Lee County locations that require support and maintenance and are included in this contract are listed below:

### > Public Works

1500 Monroe Street, Fort Myers, FL 33912

### > Evidence Locker

10070 Intercom Drive, Fort Myers, FL 33912

### > Emergency Operation Center (EOC)

2665 Ortiz Avenue, Fort Myers, FL 33905

### > Pine Ridge

15660 Pine Ridge Road, Fort Myers, FL 33908

### > Hammond

14100 Six Mile Cypress Parkway, Fort Myers, FL 33912

### Lakes Library

15290 Bass Road, Fort Myers, FL 33919

### > LeeTran Headquarters

3401 Metro Parkway, Fort Myers, FL 33901

### > LeeTran Beach Park & Ride Station

11101 Summerlin Square Drive, Fort Myers Beach, FL 33931

### > Justice Center

1700 Monroe Street, Fort Myers, FL 33901

### **Lee County Elections**

13180 S. Cleveland Avenue, Fort Myers, FL 33907

### > Medstar

2404 N. Airport Road, Fort Myers, FL 33907

### > LeeWay

1366 Colonial Boulevard, Fort Myers, FL 33907

### **College** − Utilities

7391 College Parkway, Fort Myers, FL 33907

### North Fort Myers Library

2001 N. Tamiami Trail, North Fort Myers, FL 33903

### > North Fort Myers Recreation Center

2000 N. Recreation Parkway, North Fort Myers, FL 33903

### **Cape Coral Elections**

1031 S.E. 9th Place, Unit 3, Cape Coral, FL 33990

### > Cape Coral Tax Office

1031 S.E. 9<sup>th</sup> Place, Unit 3, Cape Coral, FL 33990

### > Cape Coral Emergency Operation Center (EOC)

1115 S.E. 9th Avenue, Cape Coral, FL 33990

### > Department of Transportation (DOT) Operations

5560 Zip Drive, Fort Myers, FL 33905

### > Department of Transportation (DOT)

5650 Enterprise Parkway, Fort Myers, FL 33905

### Fleet

2955 Van Buren Street, Fort Myers, FL 33916

### > Six Mile PS

14750 Six Mile Cypress Parkway, Fort Myers, FL 33912

### ➤ Level 3

3520 Palm Avenue, Fort Myers, FL 33901

### > Centurylink

1520 Lee Street, Fort Myers, FL 33901

### > Paetec

1610 Royal Palm Avenue, Fort Myers, FL 33901

### > Administration

2115 Second Street, Fort Myers, FL 33901

### > Administration East

2201 Second Street, Fort Myers, FL 33901

### > Annex JCA

2000 Main Street, Fort Myers, FL 33901

### > Hendry

1820 Hendry Street, Fort Myers, FL 33901

### > Tax

2480 Thompson Street, Fort Myers, FL 33901

### ➤ T3

243 Thompson Street, Fort Myers, FL 33901

### > South Library

21100 Three Oaks Parkway, Fort Myers, FL 33928

### > Old Emergency Operations Center (EOC)

2665 Ortiz Avenue, Fort Myers, FL 33905

### > Public Safety at RSW Airport

11000 Terminal Access Road, Fort Myers, FL 33913

	EQUIPMEN	T BY LOCATION	
Name (Location)	Equipment	Name (Location)	Equipment
Public Works	4100ES (1 each)	Pine Ridge	4100ES (1 each)
Annex JCA	4100ES (1 each)	Lakes Library	4100ES (1 each)
Admin	4100ES (1 each)	Fleet	4100ES (1 each)
Admin East	4100ES (1 each)	Level 3	4100ES (1 each)
Hendry	4100ES (1 each)	DOT Traffic	4100ES (1 each)
Tax	4100ES (1 each)	DOT Operations	4100ES (1 each)
NFMLIB	4100ES (1 each)	Old EOC	4100ES (2 each)
		(Old EOC & CEB Radio Room)	* * * * * * * * * * * * * * * * * * * *
NFMREC	4100ES (1 each)	New EOC	7420 (1 each)
Medstar	4100ES (1 each)	New EOC	4100ES (2 each)
Elections	4100ES (1 each)	Six Mile PS	7420 (1 each)
College Utilities	4100ES (1 each)	Six Mile PS	4100ES (1 each)
Lee Way	4100ES (1 each)	Cape Coral EOC	7420 (1 each)
CenturyLink	4100ES (1 each)	Cape Coral EOC	4100ES (1 each)
Paetec/Windstream	4100ES (1 each)	Evidence Locker	7420 (1 each)

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T3	4100ES (1 each)	Evidence Locker	4100ES (1 each)
Cape Coral Elections	4100ES (1 each)	Justice Center	7420 (1 each)
Cape Coral Tax	4100ES (1 each)	Justice Center	4500 (1 each)
Lee Tran Head Quarters	4100ES (1 each)	Justice Center	4100ES (1 each)
Lee Tran Beach Park & Ride	4100ES (1 each)	Hammond	4100ES (1 each)
South Library	4100ES (1 each)	Public Safety at RSW	4100ES (1 each)

7.2 Lee County reserves the right to add or delete locations and/or equipment at its discretion at any time throughout the term of the contract.

### 8. VENDOR PERSONNEL

- 8.1 When completing on-site technical support, all Vendor personnel shall be required to have background checks completed and must be escorted by a County representative. The awarded Vendor shall provide evidence of a satisfactory background check for each Vendor employee conducting work on County property.
- 8.2 During on-site technical support visits, the Vendor shall coordinate with the County to arrange for a County representative to escort the Vendor's personnel while conducting the work.

End of Scope of Work and Specifications Section

### LEE COUNTY DOCUMENT MANAGEMENT FORM

### For

### B180198RJD, Annual - Fujitsu SONET/DWDM Support and Maintenance

These forms are required as indicated below and all required forms shall be submitted with the Vendor's submission package. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked "N/A or Not Applicable" across the form in large letters and returned with your submission package. The original must be manually signed; digital signatures are not accepted.

FORM #	TITLE / DESCRITPION	REQUIRED STATUS (Required, Not Required, If Applicable)	VENDOR CHECK-OFF
1	Solicitation Response Form	Required	
1a	Bid/Proposal Form	Required	
N/A	Business Relationship Disclosure Requirement	If Applicable	la e
2	Affidavit Certification Immigration Laws	Required	2. 1. 2. 2
3	Reference Survey – Three (3) Required *(Requested after opening of lowest Bidder only)	Required	
4	Negligence or Breach of Contract Disclosure Form	Required	
5	Affidavit - Principal Place of Business	Required	
6	Sub-Contractor List	Required	
7	Public Entity Crime Form	Required	1
8	Signatory Authorization Affidavit	Required	
9	Minimum Qualifications Requirements	Required	
*	Proposal Label	Required	*

It is the Contractor's responsibility to review the submittal request in its entirety and ensure that all submittal requirements are included within their submission package. Failure to submit required forms may deem your company as non-responsive.

### REQUIRED FORMS INVITATION TO BID

These forms are <u>required</u> and should be submitted with all submissions. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked "N/A or Not Applicable" across the form in large letters and <u>returned with your submission</u> package. **Note:** If submitting via hard copy the original must be a manually signed original. Include additional copies, if specified, in the Solicitation documents.

### Form # Title/Description

### 1 Solicitation Response Form

All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (as applicable.) The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the webpage(s) from <a href="http://www.sunbiz.org">http://www.sunbiz.org</a> as certification of this required information. Sample attached for your reference.

Verify that all addenda and tax identification number have been provided.

### 1a Bid/Proposal Form

This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested by the County

### 1b Business Relationship Disclosure Requirement (as applicable)

Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this <u>disclosure is applicable request form</u> "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), FL § (1983)) to be completed and <u>returned with solicitation response</u>. It is the Bidder's responsibility to request form and disclose this relationship, failure to do so could result in being declared non-responsive.

NOTICE: UNDER THE PROVISIONS OF FL § 112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$5,000.00.

### 2 Affidavit Certification Immigration Laws

Form is acknowledgement that the Bidder is in compliance in regard to Immigration Laws.

### 3 Reference Survey

Provide this form to three (3) reference respondents. For Bids, this form will be requested from the apparent low Bidder prior to the award. (not required to submit with bid)

- 1. **Section 1**: Bidder/Proposer to complete with <u>reference respondent's</u> information prior to providing to them for their response. (This is **not** the Bidder/Proposer's information.)
- 2. **Section 2**: Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.
- 3. The reference respondent should complete "Section 3."
- 4. Section 4: The reference respondent to print and sign name
- 5. **Reference responses** are to be provided upon request.
- 6. Failure to obtain reference surveys may make your company non-responsive.

### 4 Negligence or Breach of Contract Disclosure Form

The form may be used to disclose negligence or breach of contract litigation that your company may be a part of over the past ten years. You may need to duplicate this form to list all history. If the Bidder has more than 10 lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the litigation was settled and was a monetary amount awarded. The settlement amount may remain anonymous.

If you have **no litigation, enter "None" in the first "type of incident" block** of the form. Please do not write N/A on this form.

### 5 Affidavit Principal Place of Business

Certifies Bidder's location information.

### 6 Sub-Contractor List (as applicable)

To be completed and returned when sub-contractors are to be utilized and are known at the time of the submission.

### 7 Public Entity Crime Form

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

### 8 Signatory Authorization Affidavit (Required)

Providing Authorization to individuals to execute legal documents on behalf of the Bidder/Proposer.

### 9 Minimum Qualifications Requirements (Required)

States the minimum qualifications the Bidder/Proposer is required to meet in order to be considered for award or evaluation.

### \* Bid/Proposal Label (Required)

Self-explanatory. Please affix to the outside of the sealed submission documents.

### \* Include any licenses or certifications requested (as applicable)

Local Business Tax Account (as applicable)

\*\*\*\*\*It is the Bidder's responsibility to ensure the Solicitation Response is mailed or delivered in time to be received no later than the specified <u>opening date and time</u>. (If solicitation is not received prior to deadline it cannot be considered or accepted.)\*\*\*\*

### Form 1 – Solicitation Response Form



### LEE COUNTY PROCUREMENT MANAGEMENT SOLICITATION RESPONSE FORM

Date Submitted:		Dea	adline Date:	5/21/2018
SOLICITATION IDENTIFICATION:	B18019	BRJD		
SOLICITATION NAME: Annual – Fuj	itsu SONI	ET/DWDM Support	and Maintenanc	e
COMPANY NAME:				
NAME & TITLE: (TYPED ORPRINTED)				
Desarrage Approach (neverse)				
CORPORATE OR MAILING ADDRESS:				
☐ SAME AS PHYSICAL				
ADDRESS MUST MATCH SUNBIZ.ORG	9	×		
E-Mail Address:			. %	
PHONE NUMBER:		FAX		
NOTE <b>REQUIREMENT</b> : IT IS THE <b>COUNTY PROCUREMENT MANA</b> THE COUNTY WILL POST ADDENI By responding to this sealed solicitation further warrants and represents that: B following addenda:	GEMENT DA TO TH n, the Bidd	TWEB SITE FOR AN IS WEB PAGE, BUT er/Proposer makes all	NY ADDENDA IS WILL <b>NOT NOT</b> representations re	SSUED FOR THIS PROJECT.  FIFY.  Equired by the instructions and
NoDated:	No	Dated:	No.	Dated:
No Dated: No Dated:	No	Dated:	No.	Dated:
Tax Payer Identification Number:				
(1) Employ	er Identifica	tion Number -Or- (2)	) Social Security N	umber:

\*\* Lee County collects your social security number for tax reporting purposes only Please submit a copy of your registration from the website www.sunbiz.org establishing your firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations. (a sample is attached for your reference)

**Collusion Statement:** Lee County, Florida The undersigned, as Bidder/Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby bid/propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

### Scrutinized Companies Certification:

Section 287.135, FL §, "Prohibition against contracting with scrutinized companies." Prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that Boycott Israel List, have been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to advantageous to the County.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is in compliance with Section 287.135, FL §. I understand that submission of a false certification may subject company to contract termination, civil penalties, attorney's fees, and/or costs.

### Form#1 - Solicitation Form, Page 2

<b>Business</b>						
relationsh	ips on the part of public off	ficers and employees, the	eir spouses, and their cl	hildren. See	Part III, Cha	apter 112,
FL §, and	or the brochure entitled "A	Guide to the Sunshine	Amendment and Code	of Ethics for	Public Offic	ers,
Candidate	es and Employees" for more	details on these prohib	itions. However, Section	on 112.313(1	2), FL § (19	83),
provides of	certain limited exemptions t	to the above-referenced	prohibitions, including	one where th	e business i	s awarded
under a sy	stem of sealed, competitive	e bidding; the public of	ficial has exerted no inf	luence on bid	negotiation	s or
specificat	ions; and where disclosure i	is made, prior to or at the	ne time of the submission	on of the bid,	of the offici	al's or his
spouse's o	or child's interest and the nat	ture of the intended bus	iness. The Commission	n on Ethics ha	as promulga	ted this
form for s	such disclosure, if and when	applicable to a public	officer or employee.			
	closure is applicable requ			D FOR PUB	LIC BUSI	VESS"
	by 112.313(12)(b), FL § (1					
	roposer's responsibility to					
responsiv			1,		8	
	Business Relationship App	plicable (request form)	Busin	ess Relations	ship NOT A	pplicable
Dicadvant	taged Rusiness Enterprise (1	DRE) hidder/proposer? I	Even please attach a our	rant		
	taged Business Enterprise (I	DBE) bidder/proposer? I	yes, please attach a cur	rent	Ves	No
Disadvant certificate		DBE) bidder/proposer? I	yes, please attach a cur	rent	Yes	No
certificate  ALL SUB	PMISSIONS MUST BE EX	ECUTED BY AN AUT	THORIZED AUTHORI		Yes	No
certificate  ALL SUB	).	ECUTED BY AN AUT	THORIZED AUTHORI		Yes	No
certificate  ALL SUB	PMISSIONS MUST BE EX	ECUTED BY AN AUT	THORIZED AUTHORI		Yes	No
certificate  ALL SUB	PMISSIONS MUST BE EX	ECUTED BY AN AUT	THORIZED AUTHORI		Yes	No
ALL SUB BIDDER	PMISSIONS MUST BE EX	ECUTED BY AN AUT	THORIZED AUTHORI		Yes	No
ALL SUB BIDDER	S. SMISSIONS MUST BE EX PROPOSER, WITNESSE	ECUTED BY AN AUT	THORIZED AUTHORI		Yes	No
ALL SUB BIDDER	S. SMISSIONS MUST BE EX PROPOSER, WITNESSE	ECUTED BY AN AUT	THORIZED AUTHORI		Yes	No
Company Name	S. SMISSIONS MUST BE EX PROPOSER, WITNESSE	ECUTED BY AN AUT D AND SEALED (AS	THORIZED AUTHORI	TTY OF THE	Yes	
Company Name	EMISSIONS MUST BE EX PROPOSER, WITNESSE  (Name printed or typed)	ECUTED BY AN AUT D AND SEALED (AS	THORIZED AUTHORI	TTY OF THE		
Company Name	EMISSIONS MUST BE EX PROPOSER, WITNESSE  (Name printed or typed)	ECUTED BY AN AUT D AND SEALED (AS	THORIZED AUTHORI	TTY OF THE		
Company Name	EMISSIONS MUST BE EX PROPOSER, WITNESSE  (Name printed or typed)	ECUTED BY AN AUT D AND SEALED (AS	THORIZED AUTHORI	(Affi		applicable)
Company Name	RMISSIONS MUST BE EX PROPOSER, WITNESSE  (Name printed or typed)  Representative Name (printed or type	ECUTED BY AN AUT D AND SEALED (AS	THORIZED AUTHORI APPLICABLE)	(Affi	x Corporate Seal, as	applicable)
Company Name  Authorized I  Authorized I	RMISSIONS MUST BE EX PROPOSER, WITNESSE  (Name printed or typed)  Representative Name (printed or type	ECUTED BY AN AUT D AND SEALED (AS	THORIZED AUTHORI APPLICABLE)	(Affi	x Corporate Seal, as	applicable)

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.

### Detail by Entity Name

### Florida Profit Corporation

Bill's Widget Corporation

### Filing Information

Document Number 655555

FB/EIN Number Date Filed

5111111111 09/22/1980

State

FI

ACTIVE

Status

Last Event

AMENDED AND RESTATED ARTICLES

Event Date Fled

07/25/2006

Event Effective Date NONE

### Principal Address

Verify either Principal or Mailing

555 N Main Street Your Town, USA 99999

address is on Form 1

Changed 02/11/2012

### Mailing Address

555 N Main Street MYour Town, USA 99999

Changed 02/11/2012

### Registered Agent Name & Address

My Registered Agent 111 Registration Road Registration, USA 99999

Name Changed: 12/14/2006

Address Changed: 12/14/2006

### Officer/Director Detail

### Name & Address

Title P

President, First 555 AVENUE

Anytown, USA99999

Title V

President, Second 555 AVENUE

Anytown, USA99999

orations, ALL documents must be signed by the president of the company or an authorized al. For any individual other than the president, we will need one of the following to onfirm their authority to sign:

a corporate resolution by the Board of Directors, or an extract of minutes, or

an extract of Vote by the Board of Directors

If the company's articles of incorporation identify additional positions that have the power to bind the corporation, we will accept the articles of incorporation with verification from the president that a certain individual serves in that role (e.g., the president confirms that John Doe is the CEO, and the articles of incorporation provide that the CEO has the power to bind the company). With respect to an LLC, the authority to bind a limited liability company is controlled by Florida statutes. Managers or managing members have inherent authority to bind an LLC.

If the president of a corporation or a manager/managing member of an LLC delegates their authority, such delegation must be sent to us on company letterhead with the President's or manager's/managing member's original, wet signature.

v01/03/2018



### Lee County Procurement Management BID/PROPOSAL FORM

Company 1	Name:					
Solicitation	# B180198RJD	Solicitation Name	Annual – Fujit	tsu SONET/DV	VDM Support ar	nd Maintenance
	fully examined the "Terms arnish the following which			ope of Work", a	ll of which are co	ntained herein,
or services t Specification	ful Vendor shall be respond for a one-year (1) period as upon the approval of b ae (1) year periods.	. There may be an op	tion to extend	this contract as	specified in the	Scope of Work or
	ard award shall be determined anty reserves the right to r					e lowest responsive
	not required to bid on all properties on the Bid Schedule for the		decide not to bid	on a plan such	should be indicate	ed with "No Bid" or
Note: In the event to be considere	there is a discrepancy betw d the price.	ween a total amount and	the unit price, the	ne unit prices w	ill prevail and the	corrected total will
£.	INNUAL – FUJII	TSU SONET/DW	DM SUPP	ORT AND	MAINTENA	ANCE
Plan 1						
Item#	Descr		Unit of Measure	Quantity	Unit Cost	Total Cost
PLAN 1	RTA, SW, Training, Business Day (NBD)		Each	1	,	
				TOTAL CO	ST PLAN 1	
Plan 2						
Item #	Descr	A	Unit of Measure	Quantity	Unit Cost	Total Cost
PLAN 2	NETSMART 1500 N Support Plan	Maintenance	Each	1		
				TOTAL CO	ST PLAN 2	
Vendor Pr	imary Contact:		Con	ıtact Number:		
Submitted	l By:	92	p	-	e e	1
1/2	Signature			Date	e	



### AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: B180198MJG SOLICITATION NAME: Annual - Fujitsu SONET/DWDM Support and Maintenance

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.

BIDDER/PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

	Company Name:_	*			
	Signature	Title	r 9	Date	
STATE OF COUNTY OF					
	instrument was sigr				of
20, by	(D:	who	o has produced		
	(Print or Type Na	me) s identification.			
(Type of Identi	ification and Numbe				
Notary Public	Signature				
Printed Name	of Notary Public	*	4		
Notary Commi	ission Number/Expi	ration			

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. <u>LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING</u> **DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.** 

### Form 3 Reference Survey



### Lee County Procurement Management

### REFERENCE SURVEY

Solicitation # B180198RJD

Annual – Fujitsu SONET/DWDM Support and Maintenance

Section 1 Referen	nce Respondent Information	Please return completed for	m to:
FROM:		Bidder/Proposer:	
COMPANY:		<b>Due Date:</b>	
PHONE #:		Total # Pages: 1	
FAX #:		Phone #: Fax #:	
EMAIL:		Bidder/Proposer E-Mail:	
Section 2	Enter Bidder/Proposer Information , as applicable Sim	nilar Performed Project (Bidder/Proposer to enter details of a project performed for abo	ve reference respondent)
Bidder/Proposer Name:	¥	4	
Reference Project Name:	Project Addres	ss: Project Cost:	
Summarize			
Scope:			
		given as a reference on the project identified a	above. Please
provide vour respons Section 3	es in section 3 below.		Indicate: "Yes" or "No"
	pany have the proper resource	es and personnel by which to get the job done?	
2. Were any pro	blems encountered with the c	company's work performance?	"
3. Were any cha	ange orders or contract amend	lments issued, other than owner initiated?	9
4. Was the job of	completed on time?		
5. Was the job of	completed within budget?		
li i	, 0	w would you rate the overall work	
performance,	considering professionalism;	final product; personnel; resources.	
7. If the opportu	nity were to present itself wo	Rate from 1 to 10. (10 being highest) ould you rehire this company?	
11	1 '	ertinent to this company and the work performed	for you:
o. Troube provide	o any additional comments pe	timent to this company and the work performed	tor you.
a a			
Section 4			
Reference Name (Print		Please submit non-Lee County employ	ees as references
Reference Signature			

# orm 4 -Negligence or Breach of Contract Disclosure Form

Ver 11/07/2016-3



# ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1.

### Company Name:

Final Outcome (who prevailed)	ř					ŧ
Claim Reason (initial circumstances)		· .				
Project						
Court County/State		п				24
Case Number   County/State	ŧ		d d			,
Plaintiff (Who took action against your company)						
Incident Date And Date Filed				2	·	
Type of Incident Incident Date Plaintiff Alleged Negligence And Or Date Filed against your  Breach of Contract					,	

or action taken in the last 10 years, complete the company name and write "NONE" in the first "Type of Incident" box of this page and litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous. Please do not modify this form (expansion of spacing allowed) or Make as many copies of this sheet as necessary in order to provide a 10 year history of the requested information. If there is no action pending return with your submission package. This form should also include the primary partners listed in your submission. Do not include submit your own variation.

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ge	C

Of Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.



### AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Instructions: Please complete all information that is applicable to your firm

Cor	npany Name:			
Printe	d name of authorized signer Title			
$\rightarrow$		3		
Autho	rized Signature Date			
affic	signee of this Affidavit guarantee, as evidenced by the sworn a davit to interrogatories hereinafter made. <u>LEE COUNTY RES</u> CUMENTATION, AS EVIDENCE OF SERVICES PROVID	ERVES THE	E RIGHT T	
Nota Stat Cou				
The	foregoing instrument was signed and acknowledged before me	e this		day of
20				who has produced
			aa idaati	faction (on managed lively aven)
-	Type of ID and number		as identi	fication (or personally known)
$\rightarrow$	•			
Notary	y Public Signature	Notary Commissio	n Number and e	xpiration
1.	Principal place of business is located within the boundaries of	f:	Lee C Collie Non-I	r County
	Local Business Tax License #			¥ "
2.	Address of Principal Place of Business:			
3. 4.	Number of years at this location Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years	years Yes*	No	*If yes, attach contractual history for past 3 consecutive years
5. 6.	Number of available employees for this contract Does your company have a Drug Free Workplace Policy	Yes		

### Form 6-Sub-contractor List

## SOUTHWEST FLORIDA

### SUB-CONTRACTOR LIST

Sub-contractor Name Area Of Work Project Supervisor Phone Nu and En and			$\vdash$	***************************************
	д - ° е	Phone Number and Email	DBE F	Percentage of Total
	-			ş
	< <		v	
		A		4
	-			
	, .			
		*	-	
	1-			22

dollar value or percentage that the sub-contractor will be performing. If sub-contractors qualify as Disadvantaged Business Enterprise (DBE) Please include sub-contractors name, area of work (i.e. mechanical, electrical, etc.) and a valid phone number and email. Also include the contractors, please attach a current certificate. 1.

### Form 7: Public Entity Crime Form

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

This sworn statement is submitted to				
(Print name of the public entity)				
by				
(Print individual's name and title)				
for				
(Print name of entity submitting sworn statement)				
whose business address is				
(If applicable) its Federal Employer Identification Number (FEIN) is				
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.				

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the Unites States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understate that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - 1. A predecessor or successor of a person convicted of a public entity crime:
  - 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length Agreement/Contract, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 5. I understand that a "person" as defined in Paragraph 287.133(1) (c), <u>Florida Statutes</u>, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (*Please indicate which statement applies*.)

Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholded	ers,
employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charge	ged
with and convicted of a public entity crime subsequent to July 1, 1989.	

### Public Entity Crime Form

The entity submitting this sworn statement, or on shareholders, employees, member, or agents who are active in been charged with and convicted of a public entity crime subs	n management of the entity, or an affi	
The entity submitting this sworn statement, or on shareholders, employees, member, or agents who are active is been charged with and convicted of a public entity crime subsproceeding before a Hearing Officer of the State of Florida, Diby the Hearing Officer determined that it was not in the public on the convicted vendor list. (Attach a copy of the final order)	n management of the entity, or an af equent to July 1, 1989. However, the vision of Administrative Hearing and c interest to place the entity submitting.	filiate of the entity has re has been subsequent the Final Order entered
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO T ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR T IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO EN THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORI CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.	THAT PUBLIC ENTITY ONLY ANI R IN WHICH IS FILED. I ALSO UN NTERING INTO A CONTRACT IN	D, THAT THIS FORM IDERSTAND THAT I EXCESS OF THE
	(Signature)	
· · · · · · · · · · · · · · · · · · ·	(Date)	
STATE OF		· c
COUNTY OF		
PERCONALIVA APPRIADED DEFONE ACTUAL	4 4 6	
PERSONALLY APPEARED BEFORE ME, the undersign	ned authority,	-
who, after first being sworn by me, affixed his/her signature in the space		lay
of,2		
	(NOTARY PUBLIC)	
My Commission Expires:		



### **Lee County Procurement Management Signatory Authorization Affidavit**

Solicitation No.: B180198RJD **Date:** May 21, 2018

Solicitation Name: Annual – Fujitsu SONET/DWDM Support and Maintenance

AUTHORIZATION: The following individuals are hereby authorized, as representatives of the Bidder/Proposer, identified below, to execute legally binding documents on behalf of the Bidder/Proposer. The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. Lee County reserves the right to request supporting documentation, as evidence of services provided, at any time.

INSTRUCTIONS: This Authorization Affidavit shall only be executed by the following:

Corporation:

President

LLC:

Managing Member

Sole Proprietor:

Owner

Attach corporate designation documentation, if applicable.

Bidder/Proposer Name:			
<b>Authorized Signatory Name</b>	Title		
*			
		·	
behalf of the Bidder/Proposer. I further a	acknowledge that it shall e in authorization to the	shown above to execute legally binding documents of be my responsibility to provide an updated Signator. Lee County Procurement Management Department et, 4th Floor, Fort Myers, FL 33901.	
(Signature)	(Title: President, Managing M	ember, Owner) (Date)	
(printed name)			
STATE OF COUNTY OF			
The foregoing instrument was signed and ac 20 who produced the following as ide		day of	
		(type Identification and number or personally known)	
Notary Public Signature	Printed Name of Notary Pu	blic Commission Number/Expiration	
Page of *Duplicate this page fo	or additional names. An	original signature is required on each page.	

### Form 9: Minimum Qualifications Requirements



### MINIMUM QUALIFICATION REQUIREMENTS FOR

B180198RJD, Annual – Fujitsu SONET/DWDM Support and Maintenance

Bidder(s)/Proposer(s) must meet the minimum qualification requirements as specified in the following form to qualify for consideration of award. This form must be completed and returned with the proposal submittal along with any supporting documentation where requested and/or indicated herein.

The County reserves the right, in their sole judgment, to determine to its satisfaction whether the Bidder(s)/Proposer(s) has met the minimum qualification requirements as specified herein. The determination shall be based upon the examination of the Minimum Qualification Requirements form and associated supportive documentation (if any requested).

An affirmative determination shall be a prerequisite for award of the contract to the Bidder(s)/Proposer(s). A negative determination shall result in disqualification of the proposal, in which event the County shall exclude the proposal from the evaluation or consideration process and therefore deeming the Bidder(s)/Proposer(s) ineligible for award.

1.	<u>CRITERIA 1 – Vendor must be an authorized reseller of Fujitsu products</u> an authorized reseller of Fujitsu products and services and have provided probubilisation.			
	Is your Firm authorized by Fujitsu as a reseller of Fujitsu products and services? Did you submit documentation to support this authorization?		YES	NO
If	YES, provide details as requested below:			
	o Failure to provide evidence of authorization may deem your firm as no	on-resp	onsive.	
A	uthorized Bidder/Proposer Signature		Date:	
	All refer d Didd of December 200 (December 200 )			
A	uthorized Bidder/Proposer Name (Print or Type)			

### Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a "Sealed Bid".

SEALED BID DOCUMENTS • DO NOT OPEN			
Bid No.:	B180198RJD		
BID TITLE:	Annual – Fujitsu SONET/DWDM Support and Maintenance		
DATE DUE:	Monday, May 21, 2018		
TIME DUE:	Prior to: 2:30 PM		
SUBMITTED BY:			
4	(Name of Company)		
e-mail address	Telephone		
DELIVER TO:	Lee County Procurement Management 1500 Monroe 4 <sup>th</sup> Floor Fort Myers FL 33901		
Note: submissions rece	rived after the time and date above will not be accepted.		

1

Lee County Procurement Management 1500 Monroe Street, 4<sup>th</sup> Floor Fort Myers, FL 33901 (239) 533-8881 www.leegov.com/procurement

### PLEASE PRINT CLEARLY