

**AGREEMENT FOR
ANNUAL – FUJITSU SONET/DWDM SUPPORT AND MAINTENANCE**

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and LightRiver Technologies, Inc., a California corporation authorized to do business in the State of Florida, whose address is 2150 John Glenn Drive, Suite 200, Concord, CA 94520, and whose federal tax identification number is 68-0474580, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase Fujitsu SONET/DWDM support and maintenance from the Vendor in connection with "Annual – Fujitsu SONET/DWDM Support and Maintenance" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B180198RJD on April 27, 2018; and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary services; and,

WHEREAS, the County posted a Notice of Intended Decision on May 30, 2018; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Work and Specifications is set forth in the section titled Scope of Work and Specifications of B180198RJD as modified by its addenda, a photocopy of said section(s) being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B180198RJD, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon execution by both the County and the Vendor, and shall continue for a period of three (3) years.

The Agreement may be renewed for an additional one (1) year period upon mutual written agreement of the County and the Vendor.

- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to Solicitation No. B180198RJD, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

- B. The Vendor shall submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.

- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County, 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 in Chapter 119, Florida Statutes, or as otherwise provided by law;

- 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; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

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, publicrecords@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.

- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If

this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.

- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

Name: Jimmy R. Williams
 Title: Sales Director,
Vertical Markets
 Address: 2150 John Glenn
Drive, Suite 200
Concord, CA 94520
 Telephone: 205-602-0538
 Facsimile: 925-363-9001
 E-mail: rwilliams@lightriver.com

County's Representatives:

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>P.O. Box 398 Fort Myers, FL 33902</u>	
Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.

- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Agreement
 - 2. County's Purchase Order
 - 3. Solicitation No. B180198RJD
 - 4. Vendor's Submittal in Response to Solicitation No. B180198RJD

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: *Carli Jackson*
Print Name: Carli Jackson

LIGHTRIVER TECHNOLOGIES, INC.

Signed By: *Jimmy R Williams*
Print Name: JIMMY R. WILLIAMS
Title: SALES DIRECTOR
Date: JUNE 13, 2018

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: *[Signature]*
CHAIR

DATE: 5-14-18

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: *Chris Lee*
DEPUTY CLERK

Commissioner Cecil L. Pendergrass
Lee County Board of County Commissioners
District 2

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: *[Signature]*
OFFICE OF THE COUNTY ATTORNEY

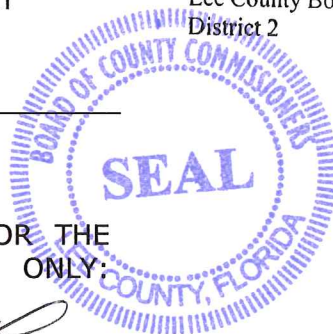


EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

Ver 11/07/2016-3

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.

2. 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.

3. 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

4. REMOTE AND ON-SITE MAINTENANCE REQUIREMENTS

- 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.

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

Ver 11/07/2015-1

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

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

Ver 11/03/2015-1

- **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. 9th 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

EXHIBIT A SCOPE OF WORK AND SPECIFICATIONS

Ver 11/03/2016-1

- **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

EQUIPMENT 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 (Old EOC & CEB Radio Room)	4100ES (2 each)
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)

EXHIBIT A SCOPE OF WORK AND SPECIFICATIONS

Ver 11/03/2016.3

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

EXHIBIT A
SCOPE OF WORK AND SPECIFICATIONS



Procurement Management Department
1500 Monroe Street 4th Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: May 10, 2018

Solicitation No.: B180198RJD

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

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1.	Does Lee County want On-Site Maintenance included in this proposal? It is described in Section 4 page 16 and Section 8 page 30. However omitted in 3.1 page 16 nor is it included in the Bid/Proposal Form page 27
Answer	<u>Fujitsu NETSMART 1500 Maintenance Support Plan includes On-Site Technical Support Visit, which is listed in section 3.1.2, page 16. On-Site Technical Support Visit shall be included in Plan 2 of the Vendor's proposal. To further clarify, On-Site Technical Support Visit, included in Plan 2, will be required for escalated support issues that the Fujitsu Technical Assistance Center (TAC) cannot repair by Remote Technical Assistance (RTA) and are not intended to include monthly, quarterly, or other routinely scheduled preventative maintenance; Lee County does not wish to purchase Routine Preventative Maintenance.</u>

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.


Robin Dennard
Lee County Procurement Management

EXHIBIT A SCOPE OF WORK AND SPECIFICATIONS



Procurement Management Department
1500 Monroe Street 4th Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.lee.gov.com/procurement

Posted Date: May 16, 2018

Solicitation No.: B180198RJD

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

Subject: Addendum Number 2

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

ATTACHMENT: NONE

1.	<p>A. Are deviations or exceptions to your standard terms and conditions set forth in the RFP allowed?</p> <p>B. As the terms and conditions are silent in regard to any limitation of CenturyLink's liability, are you willing to negotiate some limitation of CenturyLink's liability?</p> <p>C. Will you be willing to negotiate further terms and conditions after bid submission?</p> <p>D. Will you consider CenturyLink's standard master service agreement with the inclusion of applicable service schedules as a baseline for developing any contract between the parties?</p>
Answer	<p>For questions 1 A-D: The County will not consider any deviations, revisions, or modifications to the terms, conditions, clauses, provisions, and alike currently stated within the solicitation package, addenda, and associated contract document. Solicitation, addenda, and template contract document are all available on the County Procurement website. Bidders shall bid according to the terms, conditions, clauses, provisions, and alike as provided within the current documentation. Failure to do so may result in your bid being deemed non-responsive and therefore ineligible for award.</p>

EXHIBIT A
SCOPE OF WORK AND SPECIFICATIONS

2.	Please extend the response time at least one week to 5/28 to enable a complete packet submission.
Answer	The opening date remains May 21, 2018 at 2:30 PM. An extension is not in place. Bids received after this date and time will not be accepted.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.



Procurement Grants Supervisor
Lee County Procurement Management

**EXHIBIT B
FEE SCHEDULE**

ANNUAL – FUJITSU SONET/DWDM SUPPORT AND MAINTENANCE					
<i>Plan 1</i>					
<i>Item #</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Quantity</i>	<i>Unit Cost</i>	<i>Total Cost</i>
PLAN 1 YEAR 1	RTA, SW, Training, R&R & AHR Next Business Day (NBD) Support Package	Each	1	\$60,493.00	\$60,493.00
PLAN 1 YEAR 2 RENEWAL	RTA, SW, Training, R&R & AHR Next Business Day (NBD) Support Package	Each	1	\$60,493.00	\$60,493.00
PLAN 1 YEAR 3 RENEWAL	RTA, SW, Training, R&R & AHR Next Business Day (NBD) Support Package	Each	1	\$60,493.00	\$60,493.00
TOTAL COST PLAN 1					\$181,479.00
<i>Plan 2</i>					
<i>Item #</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Quantity</i>	<i>Unit Cost</i>	<i>Total Cost</i>
PLAN 2 YEAR 1	NETSMART 1500 Maintenance Support Plan	Each	1	\$22,960.00	\$22,960.00
PLAN 2 YEAR 2 RENEWAL	NETSMART 1500 Maintenance Support Plan	Each	1	\$22,960.00	\$22,960.00
PLAN 2 YEAR 2 RENEWAL	NETSMART 1500 Maintenance Support Plan	Each	1	\$22,960.00	\$22,960.00
TOTAL COST PLAN 2					\$68,880.00
TOTAL ANNUAL INVOICE FOR PLAN 1 AND PLAN 2 – YEAR 1					\$83,453.00
TOTAL ANNUAL INVOICE FOR PLAN 1 AND PLAN 2 – YEAR 2					\$83,453.00
TOTAL ANNUAL INVOICE FOR PLAN 1 AND PLAN 2 – YEAR 3					\$83,453.00

*The Fee Schedule and Term reflects the acceptance by the County of the *Alternative Pricing Option* as presented by LightRiver Technologies.

EXHIBIT C INSURANCE REQUIREMENTS

Ver 11/07/2016-1

INSURANCE GUIDE



Major Insurance Requirements

Minimum Insurance Requirements: *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. **Commercial General Liability** - 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. **Business Auto Liability** - 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. **Workers' Compensation** - 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."

EXHIBIT C INSURANCE REQUIREMENTS

Ver 11/07/2016-3

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