

**AGREEMENT FOR
FIBER LOCATES AND EMERGENCY SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and High Tech Engineering Incorporated, a Florida corporation authorized to do business in the State of Florida, whose address is 13284 SW 120th Street Miami, Florida 33186, and whose federal tax identification number is 65-0680742, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase fiber locating and emergency repair services from the Vendor in connection with "Fiber Locates and Emergency Services" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B200488JJB on October 16, 2020 (the "Solicitation"); 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 December 8, 2020; 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 Services is set forth in Section 1 through 3 of B200488JJB, a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B200488JJB, as modified by its addendum, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue on an "as needed basis" for a one (1) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of one (1) year. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to 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 the Solicitation, 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 services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization 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 County 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 "B 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, PRRCustodian@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.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

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. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- 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 thirty (30) 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 sub-

contracts 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. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or

2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

XV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, 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. In such case, the Vendor shall refund to the County any money which has been paid for same.

XVI. 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. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. 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: Manuel Calvo

Title: President

Address: 13284 SW 120th ST
Miami, FL 33186

Telephone: 786-345-0986

Facsimile: N/A

E-mail: ovidal@htlocating.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</u>	
	<u>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>

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. 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
 - 4. Vendor's Submittal in Response to the Solicitation

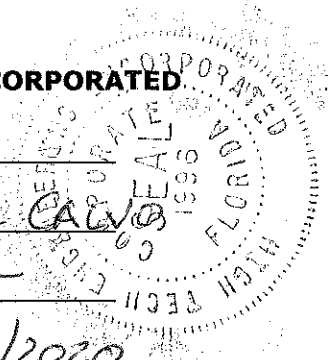
[The remainder of this page intentionally left blank.]

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

WITNESS:

Signed By: *A. Sanchez*
Print Name: ANA MARIA SANABRIA

HIGH TECH ENGINEERING INCORPORATED
Signed By: *[Signature]*
Print Name: MANUEL CALVO
Title: PRESIDENT
Date: 12/16/2020



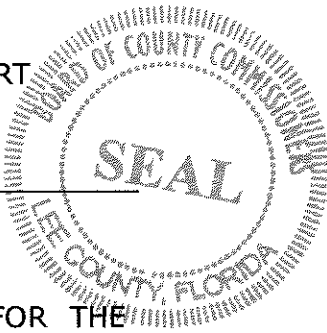
LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: *[Signature]*
CHAIR
DATE: 02/15/2021

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: *Missy Flint*
DEPUTY CLERK



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

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

EXHIBIT A

SPECIFICATIONS OR SCOPE OF SERVICES

VER 08-20-2020

SCOPE OF WORK AND SPECIFICATIONS

1. **GENERAL SCOPE OF WORK**

1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor to perform locates and emergency response services on an as needed basis for primarily the Lee County Information Technology Group (ITG) on an as-needed basis. Other County Departments may utilize this Agreement where and as needed.

2. **LOCATE SERVICES**

2.1. Vendor shall provide Fiber Utility Locate Services for 120 miles of fiber (633,600 LF) within Lee County, FL boundaries (excluding Captiva, FL & Boca Grande, FL). Services shall therefore include, but are not limited to:

- 2.1.1. Managing 811 locates system and handling all tickets associated.
- 2.1.2. Communicating with contractors to identify work that is need of completion.
- 2.1.3. Handling all tickets in within two business days.
- 2.1.4. Identifying work that is completed and findings in the 811 system/close out of requests.
- 2.1.5. Maintaining and creating as-built KMZ maps with GPS coordinates and elevation.
- 2.1.6. Implementing the use of traditional paint and flag methods to mark fiber for the contractor.
- 2.1.7. Notifying the County if areas are not able to be located due to missing tracer wire, and identify other issues or trouble with fiber facilities (broken or missing).
- 2.1.8. All locates shall be performed within the Florida Statue 556 tolerance zone.
- 2.1.9. Dedicating at least one (1) person to the Lee County account. This person shall be on-call 24 hours per day, 7 days a week and have an available backup.
- 2.1.10. Emergency Locate Response Services – Vendor Response Crew shall be on-site within two (2) hours of receiving an emergency locates ticket.

3. **EMERGENCY RESPONSE RESTORATION SERVICES**

3.1. Vendor shall provide emergency response restoration services that include, but are not limited to:

- 3.1.1. An on call emergency response restoration service in the event of outage. This service shall be available 24 hours a day, 365 days a year.
- 3.1.2. Vendor Restoration Repair Crews shall be on-site within one (1) hour of notification to begin repair process.
- 3.1.3. Vendor shall provide and maintain a crew that is capable of fixing a break which would/could include:
 - Splicing services (splice broken fiber back together).
 - Heavy equipment-backhoe or excavator, directional boring machine.
 - Capabilities to run fiber aerial if underground services are not an option (including lift trucks where and as needed).
 - Employees capable/certified of running the above equipment and providing the basic services detailed herein.
- 3.1.4. Vendor shall maintain appropriate equipment and personnel to respond to an outage event anywhere within Lee County, FL boundaries (excluding Captiva, FL & Boca Grande, FL).

End of Scope of Work and Specifications Section

18 B200488JJB: Fiber Locates and Emergency Services

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

1.1. The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for a one (1) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of one (3) year. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

2. BASIS OF AWARD

2.1. The basis of award shall be determined by the lowest *Project Total Bid* of the most responsive, responsible, and qualified Vendor meeting all bid specifications.

3. PRICING

3.1. Vendor shall provide pricing as follows:

3.1.1. **Locate Services** – Pricing shall be provided and contracted as a fixed monthly fee to be charged to the County. Fee shall cover all service calls received/issued. There shall be no minimum or maximum to locate service calls. This fee shall cover the services as described herein and inclusive of all Vendor expenses to perform such services.

3.1.2. **Emergency Response Restoration Services** – Pricing shall be provided and contracted as a fixed and fully loaded hourly rate that shall include all Vendor expenses to perform such services such as labor, material, equipment, heavy equipment, permitting where required, bonding where required, overhead, etc. Hourly rate shall cover the respective services as described herein for Vendor to respond to any repair call at any time 365 days a year. Vendor invoicing shall clearly indicate the area of repair, services provided, hours needed to complete repair and fixed hourly rate.

3.1.2.1. Fixed and fully loaded hourly rate shall encompass all crews, material, and equipment utilized regardless of repair and shall not be billed on a per individual basis. It shall be the sole responsibility of the Vendor to recognize and call upon the necessary quantity of labor and type of equipment and material needed to complete the service call.

3.1.2.2. All work shall be completed to the satisfaction of the County authorized representative requesting work. Any repair completed that is deemed unsatisfactory to the County authorized representative, in his/her sole discretion, shall be corrected by Vendor at no additional costs to County.

3.1.2.3. For singular repair projects exceeding \$200,000, or statutory limits as increased, Vendor shall furnish to the County a recorded Performance and Payment Bond for 100% of the project costs. Bonding shall meet the minimum County requirements as stated herein.

4. WORK AUTHORIZATION

4.1. Work shall be authorized and administered to Vendor by way of County issued Purchase Order. The County reserves the right to add project clarifying information to Purchase Order details such as location, term for completion, hours of work, etc.

End of Special Conditions Section



B200488JJB: Fiber Locates and Emergency Services



Procurement Management Department
 2115 Second Floor, 1st Floor
 Fort Myers, FL 33901
 Main Line: (239) 533-8881
 Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: November 10, 2020

Solicitation No.: B200488JJB

Solicitation Name: Fiber Locates and Emergency Services

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. QUESTIONS/ANSWERS

1.	There is a pre-bid conference and seeing as or Sales Department is working from home and not traveling due to Covid will there be a phone number to call into.
Answer	The County is not allowing digital platforms for meetings at this time. Audio of the pre-bid will be posted to the project webpage shortly following the meeting.
2.	There is reference to this being on a as needed basis. Can you verify that this work would be for all 811 tickets or is this non 811 work?
Answer	This work would be for all 811 tickets.
3.	Can you provide the annual volume and would you consider per ticket pricing?
Answer	Per ticket pricing varies, but this contract currently generates approximately \$150,000 - \$200,000 per year. That being said, annual volume of tickets is roughly 4800 per year.
4.	Are we able to request copies of the invoices for this current contract, which I believe Electricom was awarded in 2016? (We are trying to gauge the volume of work requisitions that took place under this contract, to aid in our decision making for bidding prime). Is this something I would need to request through Public Records Request?
Answer	Please see the answer to #3. The prior contract details are available on the County webpage here: https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=4765&fn=Project2016-01-21T16_26_51.xml
5.	For the Emergency Response Restoration unit, it states fee shall include all labor, material, equipment. For the material, the price for vault or splice enclosures, or cable varies so much it would be hard to add in with hourly price. Are we able bill material at cost plus 10%?
Answer	Not at this time. The rate shall be as indicated within the specifications and is to be an all inclusive rate.
6.	UISC is not a repair company and does not sub out that work.(Reference SOW section #2 – Locate Services / #3 Emergency Response Restoration Services) USIC will not be able to provide a bid for item #3. In order for us to bid can you please separate 811 work from non 811 work? That may mean 2 separate bids/contracts.

Answer	At this time, the County is currently not entertaining the idea of two separate solicitations. Interested bidders shall bid on all line items of the bid schedule to be eligible for award.
7.	If we are to move forward with a quote we need to have an understanding of how many 811 tickets are expected annually. You can acquire this data from FL811.
Answer	Please see answer to #3.
8.	Will all 811 tickets be sent to USIC or will Lee County screen first?
Answer	It shall be the responsibility of the Vendor to review and act on all tickets.
9.	If Lee County can separate the 811 work and provide annual ticket volume for 811 locates we would ask to price by ticket, rather than a flat monthly rate.
Answer	The County is requesting a flat rate and is not interested in splitting the 811 work. Please see answer to question 6.
10.	Can you provide a % of Clear vs. Marked tickets?
Answer	This data is currently unavailable, but all tickets will be reviewed by the County. The County anticipates the majority are clear tickets.
11.	Will you have GIS maps that you can provide USIC for 811 ticket? We can take most every type of GIS file types
Answer	Yes. The County's fiber maps are kept on the LEEGIS ArcGIS website and will be available to the awarded Vendor.
12.	Do you have a % or ticket county for Normal Daytime Emergency vs After Hour Emergency Tickets?
Answer	Not at this time, but the majority of tickets are standard daytime locates. Emergency locates are a very small percentage. Often an emergency locate becomes an emergency repair call.
13.	Start Date?
Answer	The anticipated Board Date for this project is 1/19/2021. Once the Board approves, the County may begin using the contract.
14.	Is Cable locatable – either armor jacket or tracer wire? If there is unlocatable cable what percentage (estimated) would that be?
Answer	Cable is locatable with tracer wire.
15.	Of the 120 miles of fiber (633,600 LF), what percentage is Aerial?
Answer	None.
16.	Regular Ticket Volume for 2019 and 2020 to date?
Answer	Please see the answer to #3.
17.	In terms of KMZ maps (as-builts), w/ GPS coordinates, Google Earth(GE) is a georeferenced map. Would you require additional GPS coordinates (i.e. Trimble, etc.)?
Answer	No, Google Earth would suffice.
18.	In terms of KMZ maps (as-builts), Elevation. Is this more for the aerial portion of the network? If so, are there existing pole profiles available and would those need to be maintained as well?

Answer	Aerial if it ever applies. Currently, the County does not have any.
19.	Are there As-builts in a different format available (i.e. AutoCAD, MicroStation, etc.)?
Answer	Most should be in ARCG is, but there may be some legacy documentation as well.
20.	Emergency Repair Volume for 2019 and 2020 to date?
Answer	It fluctuates, but averages less than 10 hours per month.
21.	Average Emergency Repair cost?
Answer	Approximately \$3,500.00 - \$4,500.00 per incident.
22.	Does the county supply material such as Conduit, Fiber Cable, Splice Cases, Hand Boxes or Manholes for emergency repair?
Answer	No, such material shall be supplied by the Vendor.
23.	Are subcontractors allowed for Directional boring if needed?
Answer	Yes.

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.

Jake Bond
 Jake Bond
 Procurement Analyst Direct Line: 239-533-8898
 Lee County Procurement Management

**EXHIBIT B
FEE SCHEDULE**

<i>Fiber Locates and Emergency Services</i>			
<i>Locate Services</i>			
Item	Description	Unit of Measure	Unit Price
1	Locate Services – Provide monthly locate services. Pricing shall be a monthly fixed fee with no minimum nor maximum service call quantity imposed.	Monthly	\$9,300.00
<i>Emergency Response Restoration Services</i>			
Item	Description	Unit of Measure	Unit Price
1	Emergency Response Restoration Services – Provide a fixed and fully loaded hourly rate. Fee shall include all expenses necessary to completed repair such as labor, materials, equipment.	Hourly	\$425.00

EXHIBIT C INSURANCE REQUIREMENTS

VER 09-20-2020

INSURANCE GUIDE



Lee County Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' 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, 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 FS 440 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."*

Revised 03/19/2018 – Page 1 of 2

15

B200488JJB: Fiber Locates and Emergency Services



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. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

Revised 03/19/2018 – Page 2 of 2

End of Insurance Guide Section

EXHIBIT D

VENDOR BACKGROUND SCREENING AFFIDAVIT



VENDOR BACKGROUND SCREENING AFFIDAVIT

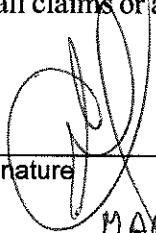
Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

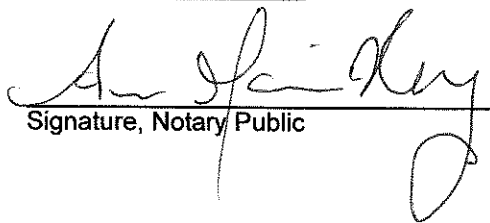
Date: 12/16/20

STATE OF FLORIDA
COUNTY OF MIAMI-DADE


Signature
MANUEL CALVO
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 16 day of DECEMBER, 2020, by the above-named person and in their stated capacity, and is either personally known to me or who has produce the following as identification: PERSONALLY KNOWN

[Stamp/seal required]


Signature, Notary Public

