

AGREEMENT FOR INTRABUILDING VOICE AND DATA CABLING - ANNUAL

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 Aztek Communications of South Florida, Inc., a Florida corporation whose address is 5701 Country Lakes Drive, Suite 10, Fort Myers, FL 33905, and whose federal tax identification number is 59-3594601, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase intrabuilding data and voice cable and installation from the Vendor in connection with "Intrabuilding Voice and Data Cabling - Annual" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B220604CMR on December 2nd, 2022, (the "Solicitation"); and,

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

WHEREAS, the County posted a Notice of Intended Decision on January 23rd, 2023; 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 Sections 1 through 9 of the Scope of Work and Specifications sections of B220494CMR. Vendor shall comply strictly with all of the terms and conditions of the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement to the extent that it does not conflict with the remainder of the Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue on as needed basis for one (1) three (3) year period. Upon mutual written agreement, the parties may renew the Agreement, in whole

or in part, for a renewal term or terms not to exceed the initial Agreement of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be April 20th, 2023.

- 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 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. 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.
- C. Vendor shall secure from the applicable third-party manufacturers, and assign and pass through to the County, at no additional cost to the County,

such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.

- D. For one (1) year from the date of County's receipt of products provided hereunder, Vendor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Vendor's standard product warranty is for a period of time longer than one (1) year, this warranty shall be extended to that longer duration.

XV. 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:

<u>Vendor's Representative</u>		<u>County's Representative</u>	
Name:	<u>Michael L. Leeds</u>	Names:	<u>Roger Desjarlais Mary Tucker</u>
Title:	<u>President</u>	Titles:	<u>County Manager Procurement Management Director</u>
Address:	<u>5701 Country Lakes Drive, Suite 10, Fort Myers, FL 33905</u>	Address:	<u>P.O. Box 398 Fort Myers, FL 33902</u>
Telephone:	<u>(239) 659-0017</u>	Telephone:	<u>(239) 533-2221 (239) 533-8881</u>
Facsimile:	<u>(239) 659-0018</u>	Facsimile:	<u>(239) 485-2262 (239) 485-8383</u>
Email:	<u>mleeds@azteknaples.com</u>	Email:	<u>rdesjarlais@leegov.com 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

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

WITNESS:

AZTEK COMMUNICATIONS OF SOUTH FLORIDA, INC.

Signed By: [Signature]
Print Name: Spencer Kenosis

Signed By: [Signature]
Print Name: Michael L. Leeds
Title: President
Date: 1-30-2023



LEE COUNTY
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA
BY: [Signature]
CHAIR
DATE: 3/16/2023

ATTEST:
CLERK OF THE CIRCUIT COURT
BY: [Signature]
CHRIS JAGODZINSKI
DEPUTY CLERK

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

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(s) to provide intrabuilding data and voice cable, as well as installation.

2. DETAILED SPECIFICATIONS

2.1. The equipment provided under these specifications shall be new and unused.

2.1.1. All wire frames, racks, punch blocks, jacks, wall plates, patch panel, conduit, plugs, duct, connectors, wall sleeves, etc., labor and any other necessary items to perform this job shall be supplied by the Vendor unless specifically noted herein.

2.1.2. All wiring shall be tested following the Telecommunications Industry Association (TIA) and/or Telecordia standards, e.g. TIA 568-B. All test results shall be provided in both hard and electronic copy. For electronic copies, appropriated software to view the test results will be provided.

2.2. FOR COPPER INSTALLATIONS

2.2.1. Category 6A UTP cabling shall be used for 10BaseT, 100BaseT, or Gigabit Ethernet, as well as all voice applications. Lee County requires that all pairs of all installed UTP wiring is tested for full compliance with Category 6A specification regardless of intended use. Vendors shall provide documentation of test results for all conductor pairs of each cable. All test results shall be provided in both, hard and electronic format with appropriate viewer software.

2.1.3. After installation, all cables must be tested for Category 3 5E6 or 6A compliance, based on the service being performed. Tests must be run from the cross-connection termination through the installed communications outlet at the workspace end of the cable.

2.1.4. All four pairs shall meet or exceed the following measured specifications. Any cable not meeting or exceeding the following shall be inspected for anomalies, and re-terminated or replaced if necessary, to ensure compliance.

2.1.5. Cables shall be line mapped to verify pin-to-pin continuity, transmission levels, lack of opens, shorts, and or polarity reversals.

2.1.6. The characteristic cable impedance shall be 100 Ohms + -15% at 1 MHz to 100 MHz

2.1.7. Mutual capacitance of any pair at 1Khz shall not exceed 17nF per 1000FT.

2.1.8. Ambient noise shall be less than or equal to 40 dB (247 MV).

2.1.9. Signal to noise ratio shall be greater than or equal to 7 dB.

2.1.10. Length shall be less than or equal to 90 meters (295 feet).

2.1.11. All installations shall comply with the following:

- ANSI/TIA/EIA-568-B
- For fiber installations, all single mode or multi-mode fiber strands shall be tested end-to-end for bi-directional attenuation, 850 nm/1300 nm for multi-mode and 1310 nm/1550 nm for single mode fibers.

Tests shall be conducted in compliance with EIA/TIA-526-14 or OFSTP 14, Method B, according to manufacturer's instructions for the test set being utilized.

- Tests shall ensure that the measured link loss for each strand does not exceed the “worst case” allowable loss defined as the sum of the connector loss (based on the number of mated connector pairs at the EIA/TIA-568 B maximum allowable loss of 0.75 dB per mated pair) and the optical loss.
 - After cable is in place, it shall be tested in the following manner: after termination, each fiber shall be tested with an OTDR for length transmission anomalies, and end-to-end attenuation. Results are to be recorded and supplied to ITS in the form of hard-copy printouts, photographs of screen traces, and electronic copies with appropriate viewer software.
 - After termination and bulkheaded mounting, each terminated fiber is to be tested for end-to-end loss with a power meter/light source. Results shall be recorded and supplied in the same manner as described above.
 - The maximum allowable attenuation for any splice or termination is 0.3 dB.
 - The Vendor shall review all end faces of field terminated connectors with a fiber inspection scope following the final polish. Connector end faces with hackles, scratches, cracks, chips and or surface pitting shall be rejected and repolished. If repolishing will not remove the end face surface defects, then it must be replaced. The recommended minimum viewing magnifications for connector ends are 200X for multi-mode fiber and 400X for single-mode fiber.
 - All tests results shall be inclusive of a copy of the test equipment calibration certificate.
- 2.3. All cabling runs, copper, and fiber shall be installed following ANSI standards, EIA/TIA 568-B, Engineering Committee TR-42 published standards, NEC, Florida Building Code, Lee County Codes, for any installation.
- 2.4. All wiring runs shall be documented at termination points and other intermediary locations, with all necessary information, including far-end punch blocks or patch panels and the station locations. Documentation shall include digital pictures of front, back, sides of the punch blocks and patch panels, fire wall penetrations and “as built” floor diagrams showing cabling paths on ceiling and through floors.
- 2.5. Complete documentation of all cabling and test results shall be displayed at IDF room and delivered to the Lee County IT department at the completion of the project.
- 2.6. The Vendor shall fire caulk all sleeves and penetration required for cable installation. Vendor shall provide sleeves with ends bushings for project as needed. All firewalls require penetrations to be sleeved. Size of sleeves shall be determined during walkthrough based on quantities of cables needed for serviced area. Sleeves and conduit fill ratio shall follow ANSI standards, EIA/TIA 568-B, Engineering Committee TR-42 published standards, NEC Florida Building Code, Lee County Codes, to account for future growth. Digital photographs of the firewall penetration, with the technician’s label, are to be included as part of the built documents provided to Lee County ITS upon completion of the job.
- 2.7. Lee County ITS shall provide, when available, the floor plan of the site where the work will be performed. The Vendor shall provide a proposed cabling path before the work is initiated. These documents must be included in the Statement of Work. An updated floor plan shall be created by technician and project acceptance will be done based on the “as built” documents.
- 2.8. For fiber wiring services, only Fusion Splicing shall be accepted. Lee County ITS reserves the right to accept different splicing methods through a formal written communication/ documentation process.
- 2.9. All fiber terminations shall be required to be inspected using a fiber connection scope to assure the connector tip is free of dirt, scratches or contaminant particles.

- 2.10. All terminations are required to be cleaned. A digital picture showing the status of the connector tip shall be generated for every connector. All pictures shall be delivered in a hard copy or electronic copy on the jpeg format to Lee County ITS.
- 2.11. Factory pre-terminated cables, for both fiber and copper installations, will be preferred for Rack-to-rack installation.
- 2.12. All installation shall be performed as a True Cross Connected Environment, this means that no direct cabling from a patch panel will go into the equipment.
- 2.13. The Vendor shall cable the wall jacks to patch panel and shall install a patch panel with cabling for the equipment. The requirement is valid for both copper and fiber wiring services.
- 2.14. Lee County reserves the right to change any of these requirements through formal communication/documentation as needed.
- 2.15. Lee County reserves the right to perform any job in house at its discretion.

3. BRANDS OF CABLE

- 3.1. Vendor must be able to provide all of the following brands of solid copper, 24 AWG, 100 Ω balanced twisted -pair (UTP) backbone cable, Cat 6 plenum and Cat 6 PVC, four cable pair:
 - Berk-Tek Cable
 - Panduit- General Cable
 - Hubble Cable
 - CommScope/SYSTIMAX
 - Siemen
- 3.2. Lee County or ITS representative will determine which brand of cable shall be used.

4. CABLE

4.1. FOR MULTI-MODE FIBER CABLE INSTALLATION:

- 4.1.1. Installed cable shall be 50micron, unless specified otherwise, core/cladding, enhanced grade, multi-mode and graded index glass fiber.
- 4.1.2. All materials in the cable shall be dielectric.
- 4.1.3. Installed fiber shall meet or exceed the following performance specifications:
 - Wavelength (nm) 850
 - Max. Attn. (dB/Km) 3.0
 - Min. Bandwidth (Mhz*) 200
 - Wavelength (nm) 1,300
 - Max. Attn. (dB/Km) 0.9
 - Min Bandwidth (Mhz*) 500

4.2. Plenum rated cable shall be used for all interior installations. Installed cable shall meet or exceed the following specifications:

4.2.1. Tight buffered 900um, mechanical strippable Teflon (for plenum applications).

4.2.2. EIA/TIA – 598 color coding for fiber optic cable.

4.2.3. Aramid yarn strength member, capable of supporting a short-term tensile load of 400 LB. without stretching.

4.2.4. Capable of bend radii as small as 20 x outside cable diameter (under installation load) and 10 x outside cable diameter (long term load).

4.2.5. Capable of a minimum crush resistance of 850 LB/in.

4.3. FOR SINGLE-MODE FIBER CABLE INSTALLATION:

4.3.1. For single-mode fiber cable installation inside a building the required optical characteristics are:

- Maximum Un-cabled Attenuation Coefficient @1310nm 0.4 db/km
 @1550nm 0.3 dn/km
- Mode-field Diameter @1330nm 9.2±0.4 um
 @1550nm 10.4±0.8 um
- Maximum Cable Cut-off Wavelength 1260 nm
- Maximum Zero Dispersion Wavelength 1321.5 nm
- Maximum Zero Dispersion Wavelength 1301.5 nm
- Maximum Zero Dispersion Slope 0.092 ps/nm².km
- Maximum Polarization Mode Dispersion 0.2 ps/√km
- Gigabit Ethernet Length 1000BASE-LX 2-5000 meters
- Ten Gigabit Ethernet Length 10GBASE-LX 2-10000 meters

4.3.2. The dimensional specifications are:

- Maximum Core/Cladding Concentricity Error 0.5 um
- Cladding Diameter 125.0 ± 1.0 um
- Cladding Non-circularity 1%
- Coating Diameter 245±5 um
- Maximum Coating Concentricity Error 12.5 um

4.3.3. The environmental specifications are:

- Temperature Dependence (-60 to + 85°C) 0.05 dB/km

- Temperature & Humidity Cycling (-10 to +85°C, 4 to 90% RH) 0.05 dB/km

4.3.4. The mechanical specifications are:

- Minimum Proof Test 100 kpsi
- Bending Induced Attenuation (100 turns, 75 mm diameter) 0.5 dB

4.4. When Category 3 cables are necessary the specifications of TIA/EIA – 568B must be followed for the Cat 3 cables.

5. WORKMANSHIP

- 5.1. All work shall be done by skilled mechanics in accordance with BICSI standard practices and in a manner acceptable to the County. All cable or fiber is to be labeled on both ends, must be tested and certified; printed test reports shall also be provided.
- 5.2. Payment shall not be rendered until proper labeling or test results have been completed and reviewed by Lee County ITS.
- 5.3. Worksite shall be left in a neat and orderly condition. All materials shall be properly stored at the end of the workday. Lee County is not responsible for any materials left on site and not properly stored at the end of the workday.
- 5.4. Any work not conforming to these specifications shall be corrected to the satisfaction of the County. Such corrections shall be made at the Vendor's expense.

6. DELIVERY REQUIREMENTS

- 6.1. All commodities and services purchased under this solicitation are to be delivered (inside delivery as applicable), F.O.B. , Lee County, Florida, as directed. Deliveries shall be included with prices submitted.

7. SUPERVISION AND SAFETY

- 7.1. Each employee shall wear a photo identification tag with other necessary information, provided and paid for by the Vendor.
- 7.2. The Vendor shall be responsible for the supervision and direction of the work performed by his employees and or subcontractors. The Vendor shall at all times provide a full time manager or crew leader on the premises to carry out the responsibility. The manager or crew leader shall have the authority to act as an agent for the Vendor in their absence, and shall be fully qualified to implement the contract specifications.
- 7.3. The Vendor shall be responsible for instructing their employees in all safety measures. All equipment used by the Vendor shall be maintained in safe operating condition at all times, free from defects or wear that may in any way cause hazard to any person or persons on County property.
- 7.4. All electrical equipment shall be properly grounded. All employees shall wear proper personnel protective equipment while working on County premises (including protection from reactive products). Adequate ventilation of fumes shall be provided at all times.

8. BACKGROUND CHECKS

- 8.1. Background checks on all employees shall be performed by the Justice Center using the National Crime Information Center (NCIC) and Florida Crime Information Center (FCIC), and paid for by the Vendor. Background checks on any new employees hired during the term of the contract must be performed before the employee is allowed to perform any work in County's facilities.

8.1.1. Lee County reserves the right to ask Vendor to remove an employee from working in any County facility based upon results of these background checks.

9. **SCHEDULING**

9.1. All work shall be scheduled with the County prior to starting.

9.2. For the purpose of this solicitation the County will consider work hours as follows:

- Monday through Friday 7:00 AM to 6:00 PM
- After hours between 6:00 PM to 7:00 AM
- Weekends includes Saturday and Sunday.

9.2.2. Holidays are as follows:

- New Year's Day and 1 contiguous day – January 1st and to be designated
- Martin Luther King Day – To be designated
- Memorial Day – To be designated
- Independence Day – July 4th
- Labor Day – 1st Monday in September
- Veteran's Day – To be designated
- Thanksgiving Day – 4th Thursday in November and Friday after Thanksgiving Day
- Christmas Day and 1 contiguous day – December 25th and to be designated

9.2.3. The Christmas and New Year's Day Holidays are observed differently than other listed holidays according to the day of the week on which they fall. Christmas and New Years are observed as follows:

DAY FALLS ON	DAYS OFF
Sunday	Monday and Tuesday
Monday	Monday and Tuesday
Tuesday	Monday and Tuesday
Wednesday	Tuesday and Wednesday
Thursday	Thursday and Friday
Friday	Thursday and Friday
Saturday	Thursday and Friday

End of Scope of Work and Specifications 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

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 one (1) three-year (3) 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 three (3) years. 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. It is the County's intent to award to a Primary and Secondary Vendor.

3. LOCAL PREFERENCE

3.1. The Lee County Local Vendor Preference shall be included as part of the award process for this project. As such, Lee County at its sole discretion may choose to award a preference to any qualified Local Vendor.

4. ADDITIONAL DOCUMENTATION SUBMITTAL

4.1. Vendor is encouraged to provide with bid submittal the items listed below. The County reserves the right to request additional documentation of clarification at any point prior to award and during the term of the Agreement, inclusive of any renewals. Failure to provide requested submittal documents in a timely manner, at the sole discretion of the County, may deem Vendor non-responsive and ineligible for award, renewal, or continuation of services.

4.2. Vendor shall have a minimum of five (5) years' experience in selling, repairing, and installing voice and data cable.

- Provide a maximum of three (3) projects completed within the last five (5) years.

4.3. Please submit a list of current employees and copies of their certificates. Should the employment status of the person with certification change, Lee County shall be notified immediately.

- The vendor must be certified with the cabling manufacturer to ensure that the manufacturer's warranty will be honored. The vendor should have certificates of completion with the manufacturer's seal and certification number.
- The certified Technician staff member shall be part of the installation project team and shall sign off on all installation related documents, e.g. as built, test results, design, etc.
- The certified Technician shall be present on-site, at all times during the installation.

4.4. A low voltage electrical license is required and must be current at the time of bid submission. Please include a copy of license.

4.5. Vendor shall have on staff at least one Registered Communications Distribution Designer (RCDD) with current credentials. Please include RCDD's certificate.

4.5.1. RCDD shall be available when needed to design or review plans for an installation. A RCDD shall demonstrate knowledge in the design, integration and implementation of information transport systems (ITS) and related infrastructure components.

4.6. Vendor must be able to be on site within 2-hours or less from time of initial Lee County representative contact, to perform any emergency repairs.

4.7. Vendor shall appoint two (2) people to act as primary contacts with Lee County. One of the contacts must be BICSI certified technician. Both designated people must be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures under this solicitation.

5. WARRANTY

5.1. All cable and parts are covered either by the vendor's warranty or by manufacturer's warranty. It is required that bidders provide a minimum of one (1) year onsite warranty covering all installations and repairs (all parts, labor and travels time) on purchases made as a result of this bid for all the brands listed herein. All manufacturers' warranties shall apply as applicable. Warranty shall also be for any Single mode and Multimode Corning Fiber Cable Installations.

5.2. Warranty services, if not an emergency (determined by Lee County or ITG personnel), shall be repaired within 48 hours from notification of County representative.

5.3. The following brands of hardware shall also have warrantees:

- Siemens
- Leviton
- Panduit
- Ortonics
- Hubble
- CommScope

5.3..1. Vendor must be certified with the manufacturer to provide manufacturer's warrantee.

6. JOB BIDS AND QUOTE REQUESTS

6.1. FOR PARTS USED: A detailed description of part numbers, quantities, list price, discount applied, and discounted price.

6.2. FOR SERVICES: A detailed description of the work to be performed, dates and hours for installation services.

6.3. The detailed description of the work performed must match bid/proposal form page submitted with this solicitation.

7. SUBSTITUTIONS

7.1. Any substitutions for cables or equipment listed herein, must be approved by Lee County.

End of Special Conditions Section

**EXHIBIT B
FEE SCHEDULE**

<i>Intrabuilding Voice and Data Cabling - Annual</i>			
PARTS			
Item	Description	Unit of Measure	Unit Price
1	<i>Berk-Tek Cat6 Copper Cable Drop up to 300 Feet, punched down on an existing patch panel in the MDF and using a Siemens RJ45 jack at an existing Siemens quad face plate in the work area</i>		
1a	Plenum	Per Drop	\$155.00
1b	Non- Plenum	Per Drop	\$145.00
2	<i>Multi-mode Corning fiber cable drop of 300 Feet, 6 count, 50 micron fiber using Unicam terminations on both ends with LC connectors</i>		
2a	Plenum	Per Drop	\$1,134.00
2b	Non- Plenum	Per Drop	\$984.00
3	<i>Multimode Corning fiber cable drop of 300 Feet, 6 count, 50 micron fiber with fusion splice pigtail on both ends to an LC connector</i>		
3a	12 Fusions	Per Fusion	\$36.00
3b	24 Fusions	Per Fusion	\$34.00
3c	48 Fusions	Per Fusion	\$32.00
<i>All single mode fiberoptic cable must have fusion splice pigtails. No Unicam connections on any single mode fiber unless repairing old fiber that has been terminated with Unicam connections. Unicam is only acceptable on multimode fiber of shorter lengths.</i>			
4	<i>24 strand single mode Corning fiber, cable drop of 300 feet with fusion spliced pigtails with LC connectors on each end</i>		
4a	Plenum	Foot	\$11.62
4b	Non- Plenum	Foot	\$10.25
5	RG-6 Coax cable drop	Per Drop	\$155.00
6	<i>Cat 6 data/voice cable</i>		
6a	Plenum	Per Drop	\$155.00
6b	Non- Plenum	Per Drop	\$145.00
7	<i>7 foot data/voice rack 19" Siemen (to include all anchors and J bolts)</i>		
7a	Part No.RS3-07 Aluminum black rack	Each	\$1,552.00
7b	Part No. RS3-07-Steel black rack	Each	\$1,523.00
8	<i>Siemens stranded cable patch cords Cat 6 UTP, EIA/TIA, ANSI compliant (copper)</i>		
8a	Siemens 28 awg stranded cable patch cords - 3 Feet	Foot	\$0.46
8b	Siemens 28 awg stranded cable patch cords - 5 Feet	Foot	\$0.50
8c	Siemens 28 awg stranded cable patch cords - 7 Feet	Foot	\$0.55
8d	Siemens 26 awg stranded cable patch cords - 7 Feet	Foot	\$0.55
8e	Siemens 26 awg stranded cable patch cords - 10 Feet	Foot	\$0.60
8f	Siemens 26 awg stranded cable patch cords - 15 Feet	Foot	\$0.70
8g	Siemens 26 awg stranded cable patch cords - 25 Feet	Foot	\$0.75

9	<i>Patch Panels: 48 port Ortronics Patch Panel</i>		
9a	12 Port 66 Style Ortronics Patch Panel	Each	\$155.00
9b	24 Port Ortronics with Swing Mount Bracket	Each	\$205.00
9c	24 Port Ortronics without Swing Mount Bracket	Each	\$195.00
9d	48 Port Ortronics with Swing Mount Bracket	Each	\$295.00
9e	48 Port Ortronics without Swing Mount Bracket	Each	\$285.00
9f	Patch Panels: 48 Port Siemen Patch Panel	Each	NO BID
9g	12 Port 66 Style Siemen Patch Panel	Each	\$125.00
9h	24 Port Siemen with Swing Mount Bracket	Each	\$285.00
9i	24 Port Siemen without Swing Mount Bracket	Each	\$275.00
9j	48 Port Siemen with swing Mount Bracket	Each	\$385.00
9k	48 Port Siemen without swing Mount Bracket	Each	\$375.00
<i>Items 10 and 11 to include all Anchors and J-Bolts to Secure to Ladder Rack</i>			
10	7 Ft. Data/Voice Rack 19" Chatsworth (to include all anchors) Part no. 55053-703	Each	\$205.00
11	7 Ft. Data/Voice Rack 23" Chatsworth (to include all anchors) Part no. 66383-703 Black	Each	\$150.00
12	Ladder Rack Chatsworth 12" X 10' Black	Each	\$110.00
13	Ladder Rack Chatsworth 12" X 10' Grey	Each	\$110.00
14	Ladder Rack Chatsworth 18" X 10' Black	Each	\$110.00
15	Ladder Rack Chatsworth 18" X 10' Grey	Each	\$110.00
16	Chatsworth Ladder Rack Accessories		
16a	Junction Kit	Each	\$10.00
16b	Butt splice	Each	\$10.00
16c	J Bolt Kit	Each	\$10.00
16d	3/8" Threaded Rod	Each	\$10.00
<i>All Thread in 6 foot lengths – cut to fit Ladder Rack Design</i>			
16e	Concrete Anchors	Each	\$5.00
<i>One anchor per rod and every 5 feet as needed for proper support based on load</i>			
17	Wire Management/Panduit		
17a	Front only/19" Horizontal	Each	\$65.00
17b	Front & Back/19" Horizontal	Each	\$85.00
17c	Front only/7' Vertical	Each	\$285.00
17d	Front & Back/7' Vertical	Each	\$375.00
18	<i>Bus Bars for grounding in MDF/IDF Rooms</i>		
18a	Part no. 13622-012 12" TGB 2"W X ¼" H X 12" L	Each	\$100.00
18b	Part no. 40153-012 12" TMGB 4"W X ¼" H X 12" L	Each	\$200.00
18c	Part no. UGB2/0-414-12, Rack Mount Bus Bar	Each	\$275.00
19	Voice 66 with Standoff Brackets	Each	\$15.00
20	Krone Blocks with Standoff Brackets	Each	\$25.00
21	<i>110 Punch Down Block for: (Include C5 Clips for all)</i>		
21a	50 Pairs 110 Punch Down Block	Per Pair	\$1.00
21b	100 Pairs 110 Punch Down Block	Per pair	\$0.75
21c	300 Pairs 110 Punch Down Block	Per Pair	\$0.60

22	<i>Siemen's 210 Tower complete kit (300 Pair Kit)</i>		
22a	Part no. S210MB2-320FT Tower Field Termination Kit	Each	\$484.00
22b	Part no. S110M-WM-500 Vertical Managers	Each	\$84.00
22c	Part no. S188-WD Cable Management for 210 Base	Each	\$43.00
23	Spoolies	Each	\$1.00
24	D-Rings	Each	\$1.00
25	<i>Valcom Paging Speakers</i>		
25a	Part no. Valcom model #V-9022 2X2 Grid Speaker	Each	\$85.00
25b	Part no. Valcom model #V-1030C Outside Horn 5 watt	Each	\$95.00
25c	Part no. Valcom model #V-2003A Paging Amplifier	Each	\$325.00
26	Corning Fiber Bays with Splice Trays (Model PCH04U with Splice Arm Brackets and 12 Splice Trays) to include 12 high density coupler panels SC in type	Each	\$2,200.00
27	<i>Gas Tube Protection -Lighting- Circa, with gas tube modules</i>		
27a	25 Pairs 110 Punch Down Block	Per Pair	\$7.44
27b	50 Pairs 110 Punch Down Block	Per Pair	\$7.58
27c	100 Pairs 110 Punch Down Block	Per Pair	\$5.25
28	Tywraps - black (UV rated) - 100 per bag	Each	\$10.00
29	Eye Ties -- black (UV rated) - 100 per bag	Each	\$10.00
30	Velcro ¾" Wire Management Wraps – Panduit (75 foot roll)	Each	\$20.00
31	<i>As Built Drawings, per copy, based on 100 Copper Cable Project</i>		
31a	Electronic Format	Each	\$1.00
31b	Paper Format	Each	\$1.00
LABOR			
32	Labor Rate	Hour	\$90.00
33	Overtime Labor Rate	Hour	\$135.00
34	Overtime RCDD Labor Rate	Hour	\$135.00
35	Holiday Labor Rate	Hour	\$125.00
36	Holiday Labor Rate RCDD	Hour	\$125.00
37	Emergency Labor Rate	Hour	\$90.00

EXHIBIT C INSURANCE REQUIREMENTS



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



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. **Under the Description of Operations, the following must read as listed:**

"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability."

- b. **The certificate holder must read as follows:**

Lee County, a political subdivision and Charter County of the State of Florida
P.O. Box 398
Fort Myers, Florida 33902

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 ensure that all subcontractors comply with all insurance requirements.

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 Lec 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: 1-30-2023

[Handwritten Signature]

Signature

STATE OF FL
COUNTY OF Lee

Michael L. Leeds President
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of [X] physical presence or [] online notarization, this 30 day of Jan, 2023, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification:

Type of Identification

[Stamp/Seal] Scott W. Coyne
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG928918
Expires 11/4/2023

[Handwritten Signature]
Signature, Notary Public