

CONTRACT REVIEW CHECKLIST

CONTRACT TYPE: Other: please specify Lee County Agreement for Service

SUBJECT: Project known as: Purchase/Installation of Voice and Data Cables

Between Lee County and Aztek Communications of South Florida

Reference: Department Director approval: N/A

County Administrator approval: N/A

Reference: Board action approving contract/agreement

Board Date: 3/20/2018 Agenda Item No.: 20

KLC

2018 APR 17 PM 4:03
COUNTY ADMINISTRATOR

The subject contract is forwarded herewith for review and/or endorsements:

(1) **By the Director of:** Routed by Procurement on behalf of Information Technology
Project Sponsoring Department

(2) **By Procurement Management:**

Recommending execution

Not recommending execution for the following reason(s):

Date received: _____ Date returned/forwarded: 4/17/18

Signed: *Mr. [Signature]*

(3) **By Risk Management**

Recommending execution

Not recommending execution for the following reason(s)

Date received: April 17, 2018 Date returned/forwarded: April 18, 2018

Signed: *[Signature]*

(4) **By the County Attorney:**

Recommending execution

Not recommending execution for the following reason(s)

Date received: 4/18/18 Date returned/forwarded: 4/19/18

Signed: *[Signature]*

(5) **Board**

(6) **Clerk's Office, Minutes Department**

04-20-18 gt

(7) **Procurement Management**

2018 APR 20 PM 3:47
RECEIVED
MINUTES OFFICE



AGENDA ITEM REPORT

DATE: March 20, 2018
DEPARTMENT: Technology Services
REQUESTER: Andrew Hunter
TITLE: Award Contracts for Purchase/Installation of Voice and Data Cables for all County Buildings

I. MOTION REQUESTED

- A) Award Invitation to Bid No. B170469KLC IntraBuilding Data & Voice Cable & Installation to Aztek Communications of South Florida, Inc. as the Primary Vendor and Intelligent Infrastructure Solutions, LLC as the Secondary Vendor to provide voice and data cables, installation, repairs, termination services (including parts and supplies) and assistance with moves, add-ons and changes on an as needed basis, as approved in the departments' annual adopted budgets, for an initial term of two years.
- B) Authorize the Chair to execute the contract documents on behalf of the Board of County Commissioners.
- C) Authorize the Director of Procurement Management to negotiate changes in price, to add or delete items to the contracts as needed, and to execute any documents necessary for these changes on behalf of the Board.
- D) Grant the Director of Procurement Management the authority to negotiate renewals and/or extensions of the contracts, including changes in price, and to execute associated documents for up to three additional one-year periods, with County Administration approval, as approved in the departments' annual adopted budgets, if doing so is in the best interest of Lee County.

II. ITEM SUMMARY

Awards contracts to Aztek Communications of South Florida, Inc. as the Primary Vendor and Intelligent Infrastructure Solutions, LLC as the Secondary Vendor to provide voice and data cables, installation, repairs, termination services (including parts and supplies) and assistance with moves, add-ons and changes on an as needed basis for an initial term of two years. The anticipated expenditures for these products and services are \$250,000 over the next two years.

III. BACKGROUND AND IMPLICATIONS OF ACTION

- A) Board Action and Other History
On November 10, 2017, the Department of Procurement Management advertised Invitation to Bid No. B170469KLC IntraBuilding Data & Voice Cable & Installation for voice and data cables, installation, repairs, termination services (including parts and supplies) and assistance with moves, add-ons and changes. Procurement Management received a total of two bids. Technology Services reviewed the bids and staff is recommending that the Board award Aztek Communications of South Florida, Inc. as Primary Vendor and Intelligent Infrastructure Solutions as Secondary Vendor.
- B) Policy Issues
- C) BoCC Goals
- D) Analysis
- E) Options

IV. FINANCIAL INFORMATION

A)	Current year dollar amount of item:	See comments below.
B)	Is this item approved in the current budget?	Yes
C)	Is this a revenue or expense item?	Expense
D)	Is this Discretionary or Mandatory?	Discretionary
E)	Will this item impact future budgets? If yes, please include reasons in III(D) above.	No
F)	Fund: Technology Services Program: Operations Project: Account Strings: KC5162851500	
G)	Fund Type?	Other Technology Fund
H)	Comments:	

V. RECOMMENDATION

Approve

VI. TIMING/IMPLEMENTATION

VII. FOLLOW UP

ATTACHMENTS:

Description	Upload Date	Type
<u>Aztek</u>	3/13/2018	Contract
<u>Intelligent Infrastructure Solutions, LLC</u>	3/14/2018	Contract

REVIEWERS:

Department	Reviewer	Action	Date
Technology Services	Tucker, Mary	Approved	3/9/2018 - 11:24 AM
Technology Services	Hunter, Andrew	Approved	3/9/2018 - 2:46 PM
Budget Services	Henkel, Anne	Approved	3/12/2018 - 10:26 AM
Budget Services	Winton, Peter	Approved	3/12/2018 - 10:36 AM
County Attorney	Fraser, Andrea R.	Approved	3/12/2018 - 11:29 AM
County Manager	Brady, Christine	Approved	3/12/2018 - 11:52 AM



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation

AZTEK COMMUNICATIONS OF SOUTH FLORIDA, INC.

Filing Information

Document Number	P99000074134
FEI/EIN Number	59-3594601
Date Filed	08/13/1999
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	01/14/2010
Event Effective Date	NONE

Principal Address

5701 COUNTRY LAKES DR.
SUITE 10
FT. MYERS, FL 33905

Changed: 05/31/2016

Mailing Address

5701 COUNTRY LAKES DR.
SUITE 10
FT. MYERS, FL 33905

Changed: 05/31/2016

Registered Agent Name & Address

GOEDE, JOHN CESQ
C/O LAW OFFICE OF JOHN C GOEDE, P.A.
8950 Fontana del Sol Way
Suite 100
NAPLES, FL 34109

Name Changed: 06/21/2007

Address Changed: 03/09/2015

Officer/Director Detail

Name & Address

Title PD

LEEDS, MICHAEL
4730 ENTERPRISE AVE. SUITE 308
NAPLES, FL 34104

Title VP, Treasurer

RENOSIS, JOHN
4730 ENTERPRISE AVE. SUITE 308
NAPLES, FL 34104

Title Secretary

Coyne, Scott
4730 ENTERPRISE AVE.
SUITE 308
NAPLES, FL 34104

Annual Reports

Report Year	Filed Date
2016	03/08/2016
2017	01/16/2017
2018	01/12/2018

Document Images

01/12/2018 -- ANNUAL REPORT	View image in PDF format
01/16/2017 -- ANNUAL REPORT	View image in PDF format
03/08/2016 -- ANNUAL REPORT	View image in PDF format
03/09/2015 -- ANNUAL REPORT	View image in PDF format
01/23/2014 -- ANNUAL REPORT	View image in PDF format
04/17/2013 -- ANNUAL REPORT	View image in PDF format
04/11/2012 -- ANNUAL REPORT	View image in PDF format
04/15/2011 -- ANNUAL REPORT	View image in PDF format
04/19/2010 -- ANNUAL REPORT	View image in PDF format
01/14/2010 -- Amendment	View image in PDF format
04/16/2009 -- ANNUAL REPORT	View image in PDF format
01/30/2008 -- ANNUAL REPORT	View image in PDF format
06/21/2007 -- Amendment	View image in PDF format
06/07/2007 -- Amendment	View image in PDF format
06/07/2007 -- Merger	View image in PDF format
05/30/2007 -- Reg. Agent Change	View image in PDF format
01/16/2007 -- ANNUAL REPORT	View image in PDF format
01/25/2006 -- ANNUAL REPORT	View image in PDF format
12/23/2005 -- Name Change	View image in PDF format
01/27/2005 -- ANNUAL REPORT	View image in PDF format
01/20/2004 -- ANNUAL REPORT	View image in PDF format
01/21/2003 -- REINSTATEMENT	View image in PDF format
01/29/2001 -- ANNUAL REPORT	View image in PDF format
08/02/2000 -- ANNUAL REPORT	View image in PDF format

4/17/2018

Detail by Entity Name

[08/13/1999 -- Domestic Profit](#)

[View image in PDF format](#)

Florida Department of State, Division of Corporations

CERTIFICATE OF INSURANCE

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Certificate Holder: LEE COUNTY BOARD OF COUNTY COMMISSIONERS 1825 HENDRY ST FL 3RD FLOOR FORT MYERS, FL 33901-3054	Named Insured: AZTEK COMMUNICATIONS OF SOUTH FLORIDA, INC. 5701 COUNTRY LAKES DR STE 10 FORT MYERS FL 33905-5590
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Automobile Liability			
Insurer Name: Allstate Insurance Company			
Policy Number: 648534342			
<input checked="" type="checkbox"/> 1 - Any Auto	<input checked="" type="checkbox"/> 2 - Owned Autos Only	<input type="checkbox"/> 3 - Owned Priv. Pass. Autos Only	
<input type="checkbox"/> 4 - Owned Autos Other Than Priv. Pass. Autos Only	<input checked="" type="checkbox"/> 5 - Owned Autos Subject to No Fault	<input type="checkbox"/> 6 - Owned Autos Subject to a Compulsory UM Law	
<input type="checkbox"/> 7 - Specifically Described Autos	<input type="checkbox"/> 8 - Hired Autos Only	<input type="checkbox"/> 9 - Non-owned Autos Only	
Policy Effective Date: 09-22-2017		Policy Expiration Date: 09-22-2018	
Limits Of Insurance: \$ 1,000,000	Combined Single Limit (each accident)		
BI Per Person	BI Per Accident	PD Per Accident	
Description of Operations/Locations/Vehicles/Endorsements/Special Provisions			

Interested Party Type: CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER. IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.

Producer: PATI MUZZONIGRO	
Authorized Representative: 	
Date: 10-11-17	

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/7/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lutgert Insurance - Fort Myers 12660 World Plaza Lane, Bldg. 73 Fort Myers FL 33907	CONTACT NAME: Janet Johnson
	PHONE (A/C, No., Ext): 239-418-2111 FAX (A/C, No.): 239-936-8288 E-MAIL ADDRESS: jjohnson@lutgertinsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: FCCI Insurance Company	NAIC # 10178
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED AZTEK-1
Aztek Communications of South FL
5701 Country Lakes Dr., Ste 10
Fort Myers FL 33905

COVERAGES **CERTIFICATE NUMBER:** 2075594495 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	GL 0015662-05	7/15/2017	7/15/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			UMB0017127-05	7/15/2017	7/15/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	001-WC17A-70911	7/15/2017	7/15/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

COMMUNICATION WIRING
Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are named as 27 PM 4:54
Additional insured with respect to General Liability, including Products and Completed Operations coverage per form CGL084-10/13. Form attached.

kwiktag® 214 807 992



CERTIFICATE HOLDER **CANCELLATION**

Lee County Board of County Commissioners PO Box 398 Fort Myers FL 33902	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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A.M. Best Rating Services

FCCI Insurance Company (?)

A.M. Best #: 011257 NAIC #: 10178 FEIN #: 591365094

Domiciliary Address

6300 University Parkway
Sarasota, FL 34240-8424
United States

Web: <http://www.fcci-group.com/>

Phone: 941-907-3224

Fax: 941-907-2709



Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

[View additional news, reports and products for this company.](#)

Based on A.M. Best's analysis, 050127 - FCCI Mutual Insurance Holding Company is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

Best's Credit Ratings

Financial Strength Rating View Definition

Rating:	A (Excellent)
Financial Size Category:	X (\$500 Million to \$750 Million)
Outlook:	Stable
Action:	Affirmed
Effective Date:	October 04, 2016
Initial Rating Date:	December 18, 1995

Long-Term Issuer Credit Rating View Definition

Long-Term:	a
Outlook:	Stable
Action:	Affirmed
Effective Date:	October 04, 2016
Initial Rating Date:	June 05, 2007

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Carl Altenburg
Director: Jacqalene Lentz, CPA

Disclosure Information

Disclosure Information Form
[View A.M. Best's Rating Disclosure Form](#)

Rating History

A.M. Best has provided ratings & analysis on this company since 1995.


Financial Strength Rating


Effective Date	Rating
10/4/2016	A

5/22/2015	A
6/12/2014	A
6/13/2013	A
6/18/2012	A-

Long-Term Issuer Credit Rating	
Effective Date	Rating
10/4/2016	a
5/22/2015	a
6/12/2014	a
6/13/2013	a
6/18/2012	a-

Best's Credit Reports

 Best's Credit Report - Where applicable, includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.
Report Revision Date: 12/1/2017 (represents the latest significant change).

 Historical Reports are available in Best's Credit Report Archive.

View additional news, reports and products for this company.

Press Releases

<u>Date</u>	<u>Title</u>
Jun 13, 2013	A.M. Best Upgrades Ratings of FCCI Insurance Company and Its Subsidiaries
Jun 18, 2012	A.M. Best Revises Outlook to Positive for FCCI Insurance Company and Its Subsidiaries

European Union Disclosures

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**AGREEMENT FOR
INTRABUILDING DATA & VOICE CABLE & INSTALLATION**

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and 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 voice and data cables, installation, repairs, termination services (including parts and supplies) and assist with moves, add-ons and changes from the Vendor in connection with "Intrabuilding Data & Voice Cable & Installation" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B170469KLC on November 10, 2017; 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 10, 2018.

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 in accordance with the project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B170469KLC, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon execution by both the County and the Vendor, and shall continue for two years (2) with an option to extend or renew this contract for three (3) additional one-year periods upon mutual written agreement of the parties.

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

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to Solicitation No. B170469KLC, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of nonappropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

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

- B. The Vendor shall submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.

V. ADDITIONAL PURCHASES

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

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

VI. LIABILITY OF VENDOR

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

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by

Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

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

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

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, publicrecords@leegov.com; <http://www.leegov.com/publicrecords>.

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

IX. OWNERSHIP OF PRODUCTS

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

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be

deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

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

XII. TERMINATION

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

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and

waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. 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 XI. 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.

- 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 two (2) 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 two (2) year, this warranty shall be extended to that longer duration.
- E. The Vendor shall provide a two (2) year onsite warranty covering all installations and repairs (including all parts, labor and travel time) provided under this Agreement. The Vendor shall correct any problems within 48 hours.
- F. Vendor shall provide two-hour response time for all emergency repairs.

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. 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: Michael Leeds
 Title: PD
 Address: 5701 Country Lakes Dr. Ste 10
Fort Myers, FL 33905
 Telephone: 239-659-0017
 Facsimile: 239-659-0018
 E-mail: mleeds@azteknaples.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>

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

- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Agreement
 - 2. County's Purchase Order
 - 3. Solicitation No. B170469KLC
 - 4. Vendor's Submittal in Response to Solicitation No. B170469KLC

[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:

Aztek Communications of South Florida, Inc.

Signed By: [Signature]
Print Name: Spencer Renosi

Signed By: [Signature]
Print Name: Michael L. Leeds
Title: President
Date: 3-12-18

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

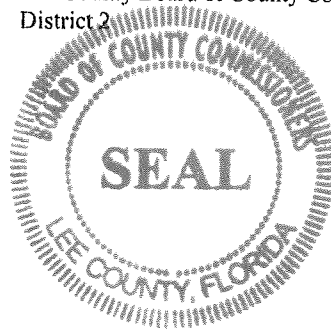
BY: [Signature]
CHAIR

DATE: 4-20-18

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: [Signature]
DEPUTY CLERK

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



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

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

**EXHIBIT A
SCOPE OF SERVICES**

EXHIBIT A

SCOPE OF SERVICES

Vo 11832036

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF WORK

1.1 Lee County is seeking qualified vendor or vendors to provide voice and data cables, installation, repairs, termination services (including parts and supplies) and assist with moves, add-ons and changes County-wide, on an annual basis.

2. BASIS OF AWARD

2.1 The basis of award for this Bid will be the overall lowest responsible and responsive bidder or bidders as needed meeting all specification requirements.

2.2 Lee County reserves the right, at the County's discretion, not to award certain items listed on the price proposal page.

2.3 Lee County reserves the right to reject unbalanced bids (a bid where a normally low cost item is priced well out of the normal range).

2.4 Lee County reserves the right, at the County's discretion, to award to a primary and secondary vendor or award per line item whichever is in the best interest of Lee County.

If the primary vendor cannot perform the work in a timely manner, the County reserves the right to go to the secondary vendor at any time.

3. PRICE ESCALATION/DE-ESCALATION

3.1 Offers are submitted with the understanding that no price increases will be authorized for 365 calendar days after the effective date of the contract. Upward price adjustments may be permitted only at the end of this period and only where verified to the satisfaction of the Division of Procurement as provided herein. **However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the County.**

The awarded vendor(s) shall not give less than 30 days advance written notice of a price increase to the Division of Procurement. Any approved price change will be effective only at the beginning of the calendar month following the end of the full 30-day notification period. The vendor shall document the amount and proposed effective date of the change in price. The price change must affect all accounts serviced by the vendor. Documentation shall be supplied with vendor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the County; and (2) verify the amount or percentage of increase which is being passed on to the vendor by others not under the control of the vendor. Failure by the vendor to supply the aforementioned verification with the request for price increase will result in delay of the effective date of such increase. The Division of Procurement may make such verification as deemed adequate. However, an increase, which the Division of Procurement determines is excessive, regardless of any documentation supplied by the vendor, may be cause for cancellation of the contract by the Division of Procurement. The Division of Procurement will notify using agencies and vendor in writing of the effective date of any increase, which is approved. However, the Vendor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Vendor is further advised that price decreases that affect the cost of materials, labor, and transportation are required to be passed on to the County immediately. Failure to do so will result in action to recoup such amounts.

4. ADD AND DELETE ITEMS

4.1 Lee County Procurement must be notified in any change in the parts list. If an item is no longer used for any reason such as it becomes obsolete or is replaced by another part, etc, both Lee County Procurement and ITC must approve the change as well as any substitutions and if necessary negotiate a new cost for that item.

4.2 Parts and labor may be added to the list and the prices negotiated with the vendor on an as needed basis.

4.3 As parts are no longer needed or become obsolete they may be deleted from the list and be replaced by the new part.

5. GENERAL INFORMATION

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

5.2 All wire frames, racks, punch blocks, jacks, wall plates, patch panel, conduit, plugs, duct, connectors, wall sleeves, etc., other materials, labor and other necessary items to perform this job will be supplied by the awarded vendor unless specifically noted herein or other arrangements are made.

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5.3 All wiring will be tested following the TIA and/or Telecordia standards, e.g. TIA 568-B. All test results will be provided in both hard and electronic copy. For the electronic copies, appropriated software to view the test results will be also provided.

5.4 For copper installations:

5.5 Category 6A UTP cabling may 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 specifications regardless of intended use. Contractors are required to provide documentation of test results for all conductor pairs of each cable. All test results will be provided in both hard and electronic format with appropriated viewer software.

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

5.7 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.

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

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

5.10 Mutual capacitance of any pair at 1 kHz shall not exceed 17nF per 1000 ft.

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

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

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

5.14 And compliance to the following specifications:

ANSI/TIA/EIA-568-B.

For fiber installations, all single mode and multi mode fiber strands shall be tested end-to-end for bi-directional attenuation, 850 nm/1300 nm for multimode and 1310 nm/1550 nm for singlemode fibers. Tests should be conducted in compliance with EIA/TIA-526-14 or OFSTP 14, Method B, according to the manufacturer's instructions for the test set being utilized. Tests should 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 the cable is in place, it shall be tested in the following manner:

- a. 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 ITG in the form of hard-copy printouts, photographs of screen traces, and electronic copies with appropriated viewer software.
- b. After termination and bulkhead mounting, each terminated fiber is to be tested for end-to-end loss with a power meter/light source. As above, results are to be recorded and supplied to ITG in the form of hard-copy printouts, photographs of screen traces and electronic copies with appropriated viewer software.
- c. The maximum allowable attenuation for any splice or termination is 0.3 dB.

The contractor 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 or replaced if repolishing will not remove the end face surface defects. The recommended minimum viewing magnifications for connector ends are 200X for multimode fiber and 400X for singlemode fiber.

All test results should also include a copy of the test equipment calibration certificate.

All cabling runs, copper and fiber, should 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."

All wiring runs will 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 will encompass: 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.

Complete documentation of all cabling and test results will be displayed at IDF room and delivered to the Lee County IT department at the completion of the project.

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The vendor will fire caulk all sleeves and penetration required for cable installation. Vendor will provide sleeves with end 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 should 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 as built documents provided to Lee County ITG upon completion of the job.

Lee County ITG will provide, when available, the floor plan of the site where the work will be performed. The vendor will provide a proposed cabling path before the work is initiated. These documents must be included the Statement of Work. An updated floor plan will be created by the technician and project acceptance will be done based on the "as built" documents.

For fiber wiring services, only Fusion Splicing will be accepted. Lee County ITG reserves the right to accept different splicing methods through a formal written communication/documentation process.

All fiber terminations will be required to be inspected using a fiber connection scope to assure the connector tip is free of dirt, scratches or contaminant particles.

All terminations are required to be cleaned. A digital picture showing the status of the connector tip should be generated for every connector. All pictures will be delivered in a hard copy or electronic copy on the *jpeg format to Lee County ITG.

Factory pre-terminated cables, for both fiber and copper installations, will be preferred for Rack to Rack installation.

All installation will be performed as a True Cross Connected Environment. This means that no direct cabling from a patch panel will go into equipment.

The vendor will cable the wall jacks to patch panel and will install a patch panel with cabling for the equipment.

This requirement is valid for both copper and fiber wiring services.

Lee County reserves the right to change any of these requirements through formal communication/documentation as needed.

5.15 CABLE

Vendors shall be able to provide:

5.15.1 For copper cable installation:

Solid copper cables, 24 AWG, 100 Ω balanced twisted-pair (UTP) backbone cable, Cat 6 plenum and Cat 6 PVC, four pair cable, in the following brands Berk-Tek, General, Mohawk Cable, Hubble and Systemax. Lee County or ITG representative will determine which brand of cable will be used.

5.15.2 For Multimode fiber cable installation:

Installed cable shall be 62.5/125 micron core/cladding, enhanced grade, multimode and graded index glass fiber.

All materials in the cable shall be dielectric.

Installed fiber shall meet or exceed the following performance specifications:

a) Wavelength (nm)	850
b) Max. Attn. (dB/Km)	3.0
c) Min. Bandwidth (MHz*)	200
d) Wavelength (nm)	1,300
e) Max. Attn. (dB/Km)	0.9
f) Min. Bandwidth (MHz*)	500

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

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- a) Tight buffered 900 um, mechanical strippable Teflon (for plenum applications).
- b) EIA/TIA - 598 color coding for fiber optic cable.
- c) Aramid yarn strength member, capable of supporting a short-term tensile load of 400 lb. without stretching.
- d) Capable of bend radii as small as 20 x outside cable diameter (under installation load) and 10 x outside cable diameter (long term load).
- e) Capable of a minimum crush resistance of 850 lb/in.

3) For Singlemode fiber cable installation inside a building the required Optical characteristics are:

Maximum Uncabled Attenuation Coefficient	@1310nm	0.4	db/km
	@1550nm	0.3	db/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/nm ² ·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
	10GBASE-LX	2-10000	meters

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

The Environmental specifications are:

Temperature Dependence (-60 to +85C)		0.05	dB/km
Temperature & Humidity Cycling (-10 to + 85C, 4 to 90% RH)		0.05	dB/km

The Mechanical specifications are:

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

When Category 3 cables are necessary the specifications of TIA/EIA - 568-B must be followed for the cat 3 cables.

16. WORKMANSHIP

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 and printed test reports will be provided. Payment will not be rendered until proper labeling or test results have been completed and reviewed by Lee County ITG. Worksite should be left in a neat and orderly condition. All materials and tools must be properly stored at the end of the workday. Lee County is not responsible for materials left on site and not properly stored. All cable should be properly installed and contained. Any work not conforming to these specifications shall be corrected to the satisfaction of the County. Such corrections shall be made at the expense of the contractor.

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17. DELIVERY REQUIREMENTS

All commodities and services purchased under this bid are to be delivered (inside delivery as applicable), F.O.B., Lee County, Florida, as directed. All prices bid see "Basis of Award" shall include delivery as directed.

18. SUPERVISION AND SAFETY

The contractor shall be responsible for the supervision and direction of the work performed by his employees and subcontractors; and 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 agent for the contractor in his absence, and shall be fully qualified to implement the contract specifications.

The contractor shall be responsible for instructing his employees in all safety measures. All equipment used by the contractor shall be maintained in safe operating condition at all times, free from defects or wear which may in any way constitute a hazard to any person or persons on County property. All electrical equipment will be properly grounded. All employees will wear proper personal protective equipment while working on County premises (including protection from reactive products). Adequate ventilation of fumes shall be provided at all times.

19. GENERAL WORK REQUIREMENTS

Each employee shall wear a photo identification tag with other necessary information, provided and paid for by the vendor. Background checks on all employees, will be performed by the Justice Center using the National Crime Information Center (NCIC) and the 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 immediately before the employee will be allowed to work in the County's facilities. Based on these background checks, the County reserves the right to ask the vendor to remove an employee from working in any County facility.

20. COUNTY RESERVES THE RIGHT

Lee County reserves the right to perform small jobs (six jacks or less) in house at its discretion.

21. DESIGNATED CONTACT

The awarded vendor shall appoint two people to act as primary contacts with Lee County. One of the contacts must be the BICSI certified technician. They shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

22. SCHEDULING

22.1 For the purpose of this bid the County will consider work hours as follows:

- (1) Normal work hours will be between 7 a.m. and 6 p.m. Monday through Friday.
- (2) After hours overtime between 6 p.m. and 7 a.m.
- (3) Weekends includes Saturday and Sunday.
- (4) Holidays are as follows:

New Year's Day (& 1 contiguous day) -	January 1 (and as designated)
Martin Luther King Day -	To Be Designated
Memorial Day -	To Be Designated
Fourth of July -	July 4
Labor Day -	1st Monday in Sept.
Veterans Day -	To Be Designated
Thanksgiving Day -	4th Thursday in Nov. Friday after Thanksgiving Day
Christmas Day (& 1 contiguous day) -	December 25 (and as designated)

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

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Ver 11/09/2016
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

22.2. All individually bid and awarded jobs shall be started within ten calendar days of award unless specified otherwise.

22.3. Continuous delays on the start of a project may result in a vendor complaint being filed and the project being awarded to the secondary vendor.

22.4. All job bids shall include a completion date (agreed upon after award in writing). Jobs shall be completed in a timely manner. If the completion date is not met, other than for lack of cable, equipment, or related contractor delay it could result in a vendor complaint. Three vendor complaints may be cause for dismissal.

22.5. All bids will contain:

- 1) For parts used: a detailed description of part numbers, quantities, list price, discount applied, and discounted price.
- 2) For services: a detailed description of the work to be performed, dates and hours for installation services.
- 3) The detailed description of the work performed must match the pricing pages submitted with this bid.

Note: At the Lee County project manager's discretion, extensions to the completion date may be granted.

23. SUBSTITUTIONS

Any substitutions for listed cable or equipment must be approved by Lee County and ITG.

24. MAJOR BREAKDOWNS/NATURAL DISASTERS

Lee County requires that the awarded vendor provide the name of two contact persons and phone number, which will afford Lee County access 24 hours per day, 365 days per year, to those products in the event of major breakdowns or natural disasters.

25. BIDDER/SUB-CONTRACTOR RELATIONSHIP

The prime bidder/contractor on a project may not also be listed as a sub-contractor to another firm submitting a bid for the same solicitation. Should this occur, all responses from the involved/named firms will be considered non-compliant and rejected for award. Sub-contractors may be listed on multiple submissions for the same solicitation.

End of Scope of Work Section

EXHIBIT B FEE SCHEDULE

The Vendor is the primary vendor for the products and services under this Agreement. The County shall order from the primary vendor first; then, if primary vendor is unable to provide products or services in the time required, the order may be issued to the secondary vendor. Products and services shall be charged in accordance with the unit prices provided below.

<i>Item #</i>	<i>DESCRIPTION</i>	<i>Unit of Measure</i>	<i>Unit Cost</i>
1	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 jackt at an existing Siemens quad face plate in the work area		
1a	Plenum	Cost per drop	\$ 134.00
1b	Non-Plenum	Cost per drop	\$ 124.00
2	Multimode Corning fiber cable drop of 300 feet, 6 count, 62.5 fiber using Unicam terminations on both ends with LC connectors		
2a	Plenum	Cost per drop	\$ 3.00
2b	Non-Plenum	Cost per drop	\$ 2.75
3	Multimode Corning fiber cable drop of 300 feet, 6 count, 62.5 fiber with a fusion splice pigtail on both ends to an LC connector		
3a	12 Fusions	Cost per Fusion	\$ 28.00
3b	24 Fusions	Cost per Fusion	\$ 26.00
3c	48 Fusions	Cost per Fusion	\$ 24.00
4	24 strand single mode Corning fiber, cable drop of 300 feet with fusion spliced pigtails with LC connectors on each end.		
4a	Plenum	Cost per Foot	\$ 4.50
4b	Non-Plenum	Cost per Foot	\$ 4.00
5	RG-6 Coax cable drop	Cost per drop	\$ 125.00
6	Cat 6 data/voice cable		

EXHIBIT B FEE SCHEDULE

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6a	Plenum	Cost per drop	\$ 134.00
6b	Non-Plenum	Cost per drop	\$ 124.00
7	7 foot data/voice rack 19" Siemen(to include all anchors and J bolts)		
7a	Part No. RS3-07 Aluminum black rack	Cost each	\$ 817.00
7b	Part No. RS3-07 Steel black rack	Cost each	\$ 850.00
8	Siemens stranded cable patch cords Cat 6 UTP, EIA/TIA, ANSI compliant (copper)		
8a	Siemens stranded cable patch cords 1 foot	Cost per Foot	\$ 5.86
8b	Siemens stranded cable patch cords 2 feet	Cost per Foot	\$ 3.00
8c	Siemens stranded cable patch cords 3 feet	Cost per Foot	\$ 2.17
8d	Siemens stranded cable patch cords 4 feet	Cost per Foot	\$ 1.70
8e	Siemens stranded cable patch cords 5 feet	Cost per Foot	\$ 1.43
8f	Siemens stranded cable patch cords 7 feet	Cost per Foot	\$ 1.11
8g	Siemens stranded cable patch cords 10 feet	Cost per Foot	\$ 0.90
8h	Siemens stranded cable patch cords 15 feet	Cost per Foot	\$ 0.68
8i	Siemens stranded cable patch cords 25 feet	Cost per Foot	\$ 0.53
9	Patch Panels: 48 port Ortronics Patch Panel		
9a	12 Port 66 Style Ortronics Patch Panel	Cost each	\$ 97.00
9b	24 Port Ortronics with Swing Mount Bracket	Cost each	\$ 257.30

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9c	24 Port Ortronics without Swing Mount Bracket	Cost each	\$ 193.15
9d	48 Port Ortronics with Swing Mount Bracket	Cost each	\$ 450.00
9e	48 Port Ortronics without Swing Mount Bracket	Cost each	\$ 381.48
9f	Patch Panels: 48 port Siemen Patch Panel	Cost each	
9g	12 Port 66 Style Siemen Patch Panel	Cost each	\$ 87.33
9h	24 Port Siemen with Swing Mount Bracket	Cost each	\$ 221.24
9i	24 Port Siemen without Swing Mount Bracket	Cost each	\$ 160.91
9j	48 Port Siemen with Swing Mount Bracket	Cost each	\$ 383.12
9k	48 Port Siemen without Swing Mount Bracket	Cost each	\$ 322.78
10	7 Ft. Data/Voice Rack 19" Chatsworth (to include all anchors) Part no. 55053-703	Cost each	\$ 153.75
11	7 Ft. Data/Voice Rack 23" Chatsworth (to include all anchors) Part no. 66383-703 Black	Cost each	\$ 390.80
12	Ladder Rack Chatsworth 12" x 10' Black	Cost each	\$ 85.96
13	Ladder Rack Chatsworth 12" x 10' Grey	Cost each	\$ 93.64
14	Ladder Rack Chatsworth 18" x 10' Black	Cost each	\$ 93.64
15	Ladder Rack Chatsworth 18" x 10' Grey	Cost each	\$ 84.55
16	Chatsworth Ladder Rack Accessories		
16a	Junction Kit	Cost each	\$ 9.00
16b	Butt Splice	Cost each	\$ 9.00

EXHIBIT B FEE SCHEDULE

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16c	J Bolt Kit	Cost each	\$ 4.00
16d	3/8" Threaded Rod	Cost each	\$ 3.00
16e	Concrete Anchors	Cost each	\$ 2.00
17	Wire Management/Panduit		
17a	Front only/19" Horizontal	Cost each	\$ 45.00
17b	Front & Back/19" Horizontal	Cost each	\$ 55.00
17c	Front only/19" Vertical	Cost each	\$ 135.00
17d	Front & Back/19" Vertical	Cost each	\$ 210.00
18	Bus Bars for grounding in MDF/IDF Rooms		
18a	Part no. 13622-012 12" TGB 2"W x 1/4" H x 12" L	Cost each	\$ 70.00
18b	Part no. 40153-012 12" TMGB 4"W x 1/4"H x 12"L	Cost each	\$ 95.00
18c	Part no. UGB2/0-414-12, Rack Mount Bus Bar	Cost each	\$ 30.00
19	Voice 66 with Standoff Brackets	Cost each	\$ 10.00
20	Krone Blocks with Standoff Brackets	Cost each	\$ 24.00
21	110 Punch Down Block for: (Include C5 Clips for all)		
21a	50 Pairs 110 Punch Down Block	Cost Per Pair	\$ 0.50
21b	100 Pairs 110 Punch Down Block	Cost Per Pair	\$ 0.35
21c	300 Pairs 110 Punch Down Block	Cost Per Pair	\$ 0.33
22	Siemen's 210 Tower complete kit (300 pair kit)		
22a	Part no. S210MB2-320FT Tower Field Termination Kit	Cost each	\$ 280.00

EXHIBIT B FEE SCHEDULE

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22b	Part no. S110M-WM-500 Vertical Managers	Cost each	\$ 60.00
22c	Part no. S188-WD Cable Management for 210 Base	Cost each	\$ 40.00
23	Spoolies	Cost each	\$ 2.50
24	D-Rings	Cost each	\$ 1.50
25	Valcom Paging Speakers		
25a	Part no. Valcom model #V-9022 2X2 Grid Speaker	Cost each	\$ 30.00
25b	Part no. Valcom model #V-1030C Outside Horn 5 watt	Cost each	\$ 85.00
25c	Part no. Valcom model #V-2003A Paging Amplifier	Cost each	\$ 275.00
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	Cost each	\$ 1,673.52
27	Gas Tube Protection (Lighting) (Circa, with gas tube modules)		
27a	25 Pairs 110 Punch Down Block	Cost Per Pair	\$ 7.00
27b	50 Pairs 110 Punch Down Block	Cost Per Pair	\$ 5.50
27c	100 Pairs 110 Punch Down Block	Cost Per Pair	\$ 4.50
28	Tywraps - bag of 100 - black (UV rated)	Cost per Bag (100)	\$ 8.00
29	Eye Ties - bag of 100 - black (UV rated)	Cost per Bag (100)	\$ 8.00
30	Velcro 3/4" Wire Management Wraps - Panduit (75 foot roll)	Cost per Bag (100)	\$ 10.00
31	As Built Drawings, per copy, based on 100 Copper Cable Project		

**EXHIBIT B
FEE SCHEDULE**

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31a	Electronic Format	Cost each	\$ 10.00
31b	Paper Format	Cost each	\$ 10.00
32	Labor rate per hour	Cost Per Hour	\$ 70.00
33	Overtime Labor rate	Cost Per Hour	\$ 105.00
34	Overtime Labor rate RCDD	Cost Per Hour	\$ 125.00
35	Holiday Labor rate	Cost Per Hour	\$ 105.00
36	Holiday Labor rate RCDD	Cost Per Hour	\$ 125.00
37	Emergency Labor rate	Cost Per Hour	\$ 100.00
38	Emergency Labor rate	Cost Per Hour	\$ 100.00

**EXHIBIT C
INSURANCE REQUIREMENTS**

Major Insurance Requirements



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

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

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

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

\$1,000,000 combined single limit (CSL) or
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

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

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

EXHIBIT C INSURANCE REQUIREMENTS

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

Verification of Coverage:

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

- a. The certificate holder shall read as follows:

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

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

Special Requirements:

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