



Lee County Board of County Commissioners  
DIVISION OF PROCUREMENT MANAGEMENT

INVITATION TO BID (B)

Solicitation No.:	<b>B170469KLC</b>	
Solicitation Name:	<b>Intrabuilding Data &amp; Voice Cable &amp; Installation</b>	
Open Date/Time:	<b>12/12/2017</b>	<b>Time: 2:30 PM</b>
Location:	Lee County Procurement Management 1500 Monroe Street 4th Floor Fort Myers, FL 33901	
Procurement Contact:	<b>Kathy Ciccarelli</b>	<b>Title Procurement Analyst</b>
Phone:	<b>(239) 533-8881</b>	<b>Email: <a href="mailto:kciccarelli@leegov.com">kciccarelli@leegov.com</a></b>
Requesting Dept.:	<b>Technology Services</b>	

All solicitation documents are available for download at  
[www.leegov.com/procurement](http://www.leegov.com/procurement)

**Electronic bidding is coming! Visit [www.leegov.com/bid](http://www.leegov.com/bid) to stay informed**

**Notice to Bidder****Invitation to Bid #B170469KLC Intrabuilding Data & Voice Cable & Installation****Invitation to Bid (B)**

Lee County, Florida, is requesting bids from qualified individuals/firms for  
**Intrabuilding Data & Voice Cable & Installation**

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

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

**2:30 PM Tuesday, December 12, 2017**

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

The Scope of Work/Specifications for this solicitation is available from [www.leegov.com/procurement](http://www.leegov.com/procurement). Bidders who obtain Scope of Work/Specifications from sources other than [www.leegov.com/procurement](http://www.leegov.com/procurement) are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from [www.leegov.com/procurement](http://www.leegov.com/procurement). It is the bidder's responsibility to check for posted information. The County may not accept incomplete Bids.

**(NO PRE-BID)** It has been determined that the specifications and scope of work within this solicitation are adequate to describe the product or services being requested. A pre-bid conference and site visit has not been scheduled for this solicitation. Questions regarding this solicitation are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 8383 during normal working hours.

**Kathy Ciccarelli** [kciccarelli@leegov.com](mailto:kciccarelli@leegov.com)

Sincerely,

Mary G. Tucker, CPPO, FCCM, FCCN  
Procurement Management Director

\*[WWW.leegov.Com/Procurement](http://WWW.leegov.Com/Procurement) is the County's official posting site

# Terms and Conditions

## INVITATION TO BID (B)

### 1. DEFINITIONS

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

### 2. ORDER OF PRECEDENCE

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

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

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

time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals or final replies, whichever is earlier.

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

#### 4. BID – PREPARATION OF SUBMITTAL

- 4.1. **Sealed Bid:** Submission must be in a sealed envelope/box, and the outside of the submission must be marked with the following information (Sealed Bid Label Form is attached for your use):
  - 4.1.1. Marked with the words "Sealed Bid"
  - 4.1.2. Bid Number
  - 4.1.3. Bid Title
  - 4.1.4. Bid Due Date
  - 4.1.5. Name of the firm submitting the bid
  - 4.1.6. Contact e-mail and telephone number
- 4.2. **Bid submission shall include:**
  - 4.2.1. Provide two (2) hard copies. Mark each: one "Original", one "Copy"
  - 4.2.2. Provide one (1) electronic CD ROM or flash drive set of the entire submission documents.
  - 4.2.3. Electronic submission document is to be one single Adobe PDF file in the same order as the original hard copy.
  - 4.2.4. Limit the color and number of images to avoid unmanageable file sizes.
  - 4.2.5. Use rewritable CD ROM and do not lock files.
- 4.3. **Submission Format:**
  - 4.3.1. Required Forms: complete and return **all** required forms. If the form is not applicable, please return with "Not Applicable" or "N/A" in large letters across the form.
  - 4.3.2. Failure to submit required or requested information may result in the bidder being found non-responsive.
  - 4.3.3. Execution of Bid: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All Bids shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the bids shall be initialed.
  - 4.3.4. If a cost/bid schedule was provided in Microsoft Excel format, the returned completed schedule should be included as a Microsoft Excel File on the CD ROM or Flash drive.
  - 4.3.5. The submission should not contain links to other web pages.
  - 4.3.6. Include any information requested by the County necessary to analyze your bid, i.e., required submittals, literature, technical data, financial statements.
  - 4.3.7. Bid Security/Bond(s), as applicable (Construction projects)
- 4.4. **Preparation Cost:** The Bidder is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any bid, or for any travel and per diem costs that are incurred by any Bidder.

#### 5. RESPONSES RECEIVED LATE

- 5.1. It shall be the Bidder's sole responsibility to deliver the bid submission to the Lee County Procurement Management Division prior to or on the time and date stated. All references to date and time herein reference Lee County, FL local time.

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

## 6. BIDDER REQUIREMENTS (unless otherwise noted)

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

## 7. PRE-BID CONFERENCE

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

## 8. COUNTY INTERPRETATION/ADDENDUMS

- 8.1. Each Bidder shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due**.
- 8.2. Response(s) will be in the form of an Addendum posted on [www.leegov.com/procurement](http://www.leegov.com/procurement). It is solely the bidder's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.

- 8.3. All Addenda shall become part of the Contract Documents.
- 8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.

9. QUALITY GUARANTEE/WARRANTY (as applicable)

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

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

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

11. NEGOTIATED ITEMS

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

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

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

13. CONFIDENTIALITY

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

14. BID -- CONFLICT OF INTEREST

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

15. ANTI-LOBBYING CLAUSE (Cone of Silence)

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

16. DRUG FREE WORKPLACE

- 16.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs as defined in accordance with Section 287.087, FL §.

17. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

18. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 18.1. The bidder agrees to comply, in accordance with FL § 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 18.2. The bidder will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The bidder will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.

- 18.3. The bidder will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The bidder will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 18.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

#### 19. LOCAL BIDDER'S PREFERENCE

- 19.1. The Lee County Local Bidder's Preference Ordinance No. 08-26 is being 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 Contractor/Vendor" in an amount not to exceed 3% of the total amount quoted by that firm.
- 19.2. "Local Contractor/Vendor" as noted in Ordinance No. 08-26, or revision thereof, shall be defined as:
- 19.2.1. Any person, firm, partnership, company or corporation whose principal place of business in the sole opinion of the County, is located within the boundaries of Lee/Collier County, Florida
- OR
- 19.2.2. Any person, firm, partnership, company or corporation that has provided goods or services to Lee County on a regular basis for the preceding consecutive three (3) years, and that has the personnel, equipment and materials located within the boundaries of Lee/Collier County sufficient to constitute a present ability to perform the service or provide the goods.

#### 20. SUB-CONTRACTOR

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

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

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

#### 22. BID – TIEBREAKER

- 22.1. Whenever two or more bids, which are equal with respect to price, quality and service, are received for procurement of commodities or contractual services, from responsive and responsible bidders the following steps will be taken to establish the award to the lowest bidder. This method shall be used for all ties.
- 22.1.1. Step 1 Local Bidder: Between a local business, and a non-local business, a contract award, or the first opportunity to negotiate, as applicable, shall be made to the local business. Local shall be defined by Lee County Ordinance 08-26 or current revision thereof.



22.1.2. Step 2 Drug Free Workplace: At the conclusion of step 1 if all is equal, the vendor with a Drug Free Workplace program shall be given preference, over a vendor with no Drug Free Workplace program. The contract award, or the first opportunity to negotiate, as applicable, shall be made to the bidder with the Drug Free Workplace program. In order to have a drug free workplace program, a business shall comply with the requirements of FL § 287.087.

22.1.3. Step 3 Coin Flip: At the conclusion of Step 1, and Step 2 if all is equal, the contract award, or the first opportunity to negotiate, as applicable, shall be determined by the flip of a coin to determine final outcome.

22.2. When the tie has been determined the contract award, or the first opportunity to negotiate, as applicable, shall be made.

22.3. If an award or negotiation is unsuccessful with the initial bidder, award or negotiations may commence with the next highest bidder, utilizing the tiebreaker steps above to make the determination of next lowest bidder.

### 23. WITHDRAWAL OF BID

23.1. No bid may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving submissions. A bid may be withdrawn prior to the solicitation opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.

23.2. A bidder may withdraw a submission any time prior to the opening of the solicitation.

23.3. After submissions are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a bid because of the mistake of the bidder in the preparation of the submission document. In such circumstance, the decision of the Procurement Management Director to allow the submission withdrawal, although discretionary, shall be based upon a finding that the bidder, by clear and convincing evidence, has met each of the following four tests:

23.3.1. The bidder acted in good faith in submitting the bid,

23.3.2. The mistake in bid preparation that was of such magnitude that to enforce compliance by the bidder would cause a severe hardship on the bidder,

23.3.3. The mistake was not the result of gross negligence or willful inattention by the bidder; and

23.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the Agreement/Contract.

### 24. PROTEST RIGHTS

24.1. Any bidder that has submitted a formal response to Lee County, and who is adversely affected by an intended decision with respect to the award, has the right to protest an intended decision posted by the County as part of the solicitation process.

24.2. "Decisions" are posted on the Lee County Procurement Management Division website. Bidders are solely responsible to check for information regarding the solicitation. ([www.leegov.com/procurement](http://www.leegov.com/procurement))

24.3. Refer to the "Bid/Proposal Protest Procedure" section of the Lee County "Contracts Manual" for the complete protest process and requirements. The Manual is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.

24.4. In order to preserve the right to protest, a written "**Notice Of Intent To File A Protest**" **must be filed with the Lee County Procurement Management Director by 4:00 PM on the 3<sup>rd</sup> working day after the decision affecting your rights is posted on the Lee County website.**

24.4.1. The notice must clearly state the basis and reasons for the protest.

24.4.2. The notice must be physically received by the Procurement Management Director within the required time frame. No additional time will be granted for mailing.

24.5. To secure the right to protest a "**Protest Bond**" and written "**Formal Protest**" document must be filed **within 10 calendar days** after the date of "**Notice of Intent to File a Protest**" is received by the Procurement Management Director.

24.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and established by the Lee County Board of County Commissioners, Florida, shall constitute a waiver of the right to protest and bar any resulting claims.**

## 25. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

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

## 26. CONTRACT ADMINISTRATION

### 26.1. Designated Contact:

- 26.1.1. The awarded bidder shall appoint a person(s) to act as a primary contact for all County departments. This person or back up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.
- 26.1.2. Lee County requires that the awarded bidder to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.

### 26.2. BID – Term: (unless otherwise stated in the Scope of Work or Detailed Specifications)

- 26.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be one (1) year with three (3), one (1) year renewals for a total of four (4) years upon mutual Agreement/Contract of both parties.**
- 26.2.2. The County reserves the right to renew this Agreement/Contract (or any portion thereof) and to negotiate pricing as a condition for each.
- 26.2.3. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

### 26.3. BID – Basis of Award:

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

### 26.4. Agreement/Contracts/Contracts:

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

### 26.5. Records:

- 26.5.1. Retention: The bidder shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the bidder shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.
- 26.5.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
- 26.5.2.1. Keep and maintain public records required by the County to perform the service.
- 26.5.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.
- 26.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the

contract term and following completion of the contract if the contractor does not transfer the records to the County.

26.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

26.5.4. Ownership: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful bidder in connection with its services hereunder, include any documents bearing the professional seal of the successful bidder, and shall be delivered to and become the property of Lee County, prior to final payment to the successful bidder or the termination of the Agreement/Contract. This includes any electronic versions, such as CAD or other computer aided drafting programs.

#### 26.6. **Termination:**

26.6.1. Any Agreement/Contract as a result of this solicitation may be terminated by either party giving **thirty (30) calendar days advance written notice**. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

26.6.2. The Procurement Management Director may immediately terminate any Agreement/Contract as a result of this solicitation for emergency purposes, as defined by the Lee County Purchasing and Payment Procedures Manual (Purchasing Manual), (also known as Appendix "D" "AC-4-1.pdf".)

26.6.3. Any bidder who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a **period of 180 days**. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.

26.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:

26.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);

26.6.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (FL §215.473);

26.6.4.3. Contractor has engaged in business operations in Cuba or Syria (FL § 215.471);

26.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel. (FL § 215.4725)

26.6.4.5. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to advantageous to the County.

27. WAIVER OF CLAIMS

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

28. LEE COUNTY PAYMENT PROCEDURES

- 28.1. Unless otherwise noted, all vendors are requested to mail an original invoice to:  
**Lee County Finance Department**  
**Post Office Box 2238**  
**Fort Myers, FL 33902-2238**
- 28.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specifications for this project.
- 28.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.
- 28.4. Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All bidders should include in their bids, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.

29. MATERIAL SAFETY DATA SHEETS (MSDS) (as applicable)

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

30. DEBRIS DISPOSAL (as applicable)

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

31. SHIPPING (as applicable)

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

32. INSURANCE (AS APPLICABLE)

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

End of Terms and Conditions Section

INSURANCE GUIDE

Revised 4/06/2017 – Page 1 of 2



**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)
- \$500,000 bodily injury per person
- \$1,000,000 bodily injury per accident
- \$500,000 property damage per accident

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

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

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

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**Verification of Coverage:**

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

a. **The certificate holder shall read as follows:**

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

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

**Special Requirements:**

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

End of Insurance Guide Section

## **SPECIAL CONDITIONS**

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

### **1. TERM**

Multi-year Renewals: The successful bidder shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for a two-year (2) period. There may be an option to extend this contract as specified in the Scope of Work or specifications upon the approval of both the County and the successful bidder at the time of extension or renewal for three (3), additional one (1) year periods.

### **2. MINIMUM REQUIREMENTS/RELATED PROJECT EXPERIENCE**

2.1 Bidder shall have a minimum of five years' experience of selling, repairing and installation of voice and data cable.

2.2 Provide a minimum of three (3) projects completed within the last five years on form 1a.

2.3 Please include a list of current employees and copies of their certifications.

A minimum of one member of the awarded vendor's staff should hold a current Technician certification such as: ITS Technician or ITS Installer 2 Copper; ITS Installer 1. Should the employment status of the person with the certification change Lee County Procurement and ITG should be notified immediately. The certified Technician staff member should be part of the installation project team and should sign off on all installation related documents, e.g. as built, test results, design. This Technician is to be present on-site, at all times during installation as they will be the Lee County contact person.

2.4 A low voltage electrical license is required in order to obtain a Local Business Tax Certificate. To be considered for an award you must possess this license and it must be current at the time the bid is submitted for Lee County's consideration. Please include a copy of your low voltage license.

2.5 The Department requires background checks on all the vendors' employees. The background checks will be performed by the Justice Center using the National Crime Information Center (NCIC) and the Florida Crime Information Center (FCIC). 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.

The department will be responsible to make sure all employees have gone through background checks. Each employee shall wear a photo identification tag with other necessary information, provided and paid for by the vendor.

2.6 Companies must be able to provide a 2-hour or less on site response time to perform emergency repairs. Lee County or its representatives have the right to tour your facility. Please provide your location.

### **3. OPTIONAL RCDD**

An RCDD (Registered Communications Distribution Designer) should be available when needed to design or review plans for an installation. An RCDD demonstrates knowledge in the design, integration and implementation of information transport systems (ITS) and related infrastructure components. Please include your RCDD's certification.

#### 4. BRANDS OF CABLE

4.1 Vendors 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 pair cable:

- A. Berk-Tek cable
- B. Panduit-General Cable
- C. Hubble Cable
- D. Commscope/Systimax
- E. Siemen
- F. Superior Essex
- G. Belden

Note: Listed Type CMR, CMP, MPR and/or MPP (as required in the NEC 2002)

#### 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-year onsite warranty covering all installations and repairs (all parts, labor and travel time) on purchases made as a result of this bid for all the brands listed above. All manufacturers' warranties shall apply as applicable. If the problem is not an emergency (determined by Lee County or ITG personnel), you must have it repaired within 48 hours.

5.2 Vendors must also be able to provide Singlemode or Multimode Corning fiber cable installation: It is required that bidders provide a minimum of one-year onsite warranty covering all installations and repairs(all parts, labor and travel time) on purchases made as a result of this bid for all the brands listed above. All manufacturers' warranties shall apply as applicable.

5.3 Vendors must be able to provide all of the following brands of hardware:

- A. Siemens
- B. Leviton
- C. Panduit
- D. Ortronics
- E. Hubble
- F. Commscope

Please include all warranty questions information.

End of Special Conditions Section



## 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 ITG 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.

5.3 "All wiring will be tested following the TIA and/or Telcordia standards, e.g. TIA 568-B. All tests 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 tests 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.

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 Systimax. 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:

- 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 <sup>2</sup> ·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.

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:

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 these 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

## REQUIRED FORMS

### INVITATION TO BID

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

**Form #      Title/Description**

**1      *Solicitation Response Form***

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

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

**1a      *Bid/Proposal Form***

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

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

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

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

**2      *Affidavit Certification Immigration Laws***

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

**3      *Reference Survey***

Provide this form to a minimum of three references. For Bids this form will be requested from the apparent low Bidder prior to the award.

1. **Section 1:** Bidder/Proposer to complete with reference respondent's information prior to providing to them for their response. (This is **not** the Bidder/Proposer's information.)
2. **Section 2:** Enter the name of the Bidder/Proposer; provide the project information that the reference respondent is to provide a response for.
3. The reference respondent should complete "**Section 3.**"
4. **Section 4:** The reference respondent to print and sign name
5. A **minimum of 3 reference responses** are requested to be returned with bid or proposal package.
6. Failure to obtain reference surveys may make your company non-responsive.

**4** *Negligence or Breach of Contract Disclosure Form*

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

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

**5** *Affidavit Principal Place of Business*

Certifies Bidder's location information. Local Vendor Preference and Location Point values are excluded when prohibited by grant or funding source. (In such cases form will be informational only.)

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

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

**7** *Public Entity Crime Form*

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

*Bid/Proposal Label* (Required)

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

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

Local Business Tax Account (as applicable)

Bidder's responsibility to insure the Solicitation Response is mailed or delivered in time to be received no later than the specified opening date and time. (If solicitation is not received prior to deadline, it cannot be considered or accepted.)





LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: \_\_\_\_\_ Deadline Date: 12/12/2017

SOLICITATION IDENTIFICATION: B170469KLC

SOLICITATION NAME: Intrabuilding Data & Voice Cable & Installation

COMPANY NAME: \_\_\_\_\_

NAME & TITLE: (TYPED OR PRINTED) \_\_\_\_\_

BUSINESS ADDRESS: (PHYSICAL) \_\_\_\_\_

CORPORATE OR MAILING ADDRESS: \_\_\_\_\_

[ ] SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG

E-MAIL ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX \_\_\_\_\_

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE BIDDER/PROPOSER TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

By responding to this sealed solicitation, the Bidder/Proposer makes all representations required by the instructions and further warrants and represents that: Bidder/Proposer has examined copies of all the solicitation documents and of the following addenda:

No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_
No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_

Tax Payer Identification Number: \_\_\_\_\_

(1) Employer Identification Number -OR- (2) Social Security Number:

\*\* Lee County collects your social security number for tax reporting purposes only

Please submit a copy of your registration from the website www.sunbiz.org establishing your firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations. (a sample is attached for your reference)

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

2 **Scrutinized Companies Certification:**

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

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

*Form#1 – Solicitation Form, Page 2*

3 **Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL §, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

**If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12) (b), FL § (1983)) to be completed and returned with solicitation response. It is the bidder/proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.**

*Business Relationship Applicable (request form)*

*Business Relationship NOT Applicable*

4 Disadvantaged Business Enterprise (DBE) bidder/proposer? If yes, please attach a current certificate.

Yes No

**ALL SUBMISSIONS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE BIDDER/PROPOSER. WITNESSED AND SEALED (AS APPLICABLE)**

\_\_\_\_\_  
Company Name *(Name printed or typed)*



*(Affix Corporate Seal, as applicable)*

\_\_\_\_\_  
Authorized Representative Name *(printed or typed)*

\_\_\_\_\_  
Authorized Representative's Title *(printed or typed)*

\_\_\_\_\_  
Witnessed/Attested by: *(Witness/Secretary name and title printed or typed)*

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Witness/Secretary Signature

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

### Detail by Entity Name

#### Florida Profit Corporation

Bill's Widget Corporation

#### Filing Information

Document Number 655555  
FEI/EIN Number 5111111111  
Date Filed 09/22/1980  
State FL  
Status ACTIVE  
Last Event AMENDED AND RESTATED ARTICLES  
Event Date Filed 07/25/2006  
Event Effective Date NONE

#### Principal Address Verify either Principal or Mailing address is on Form 1

555 N Main Street  
Your Town, USA 99999

Changed 02/11/2012

#### Mailing Address

555 N Main Street  
MYour Town, USA 99999

Changed 02/11/2012

#### Registered Agent Name & Address

My Registered Agent  
111 Registration Road  
Registration, USA99999

Name Changed: 12/14/2006

Address Changed: 12/14/2006

#### Officer/Director Detail

##### Name & Address

Title P

President, First  
555 AVENUE  
Anytown, USA99999

Title V

President, Second  
555 AVENUE  
Anytown, USA99999

The corporate authorized representative executing the documents must be authorized by member shown in this section of the sunbiz.org printout)



**LEE COUNTY**  
SOUTHWEST FLORIDA

Lee County Procurement Management  
**BID/PROPOSAL FORM**

Company Name: \_\_\_\_\_

Solicitation # B170469KLC Solicitation Name Intrabuilding Data & Voice Cable & Installation

Having carefully examined the “Terms and Conditions”, and the “Detailed Scope of Work”, all of which are contained herein, propose to furnish the following, which meet these specifications.

**Term**

**Multi-year and Renewals**

The successful Bidder shall be responsible for furnishing and delivering to the Lee County requesting Department commodity or services on an “as needed basis for a two-year (2) period or as specified in the Scope of Work as per specifications. There will be an option to extend this contract as specified in the Scope of Work or specification upon approval of both the County and the vendor at the time of the extension or renewal.

Choose an item.

<i>Item #</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Quantity</i>	<i>Unit Cost</i>	<i>Total Cost</i>
1.	<b>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</b>				
a)	<b>Plenum</b>	<b>Cost Per Drop</b>	<b>100</b>		
b)	<b>Non-Plenum</b>	<b>Cost Per Drop</b>	<b>100</b>		
2.	<b>Multimode Corning fiber cable drop of 300 feet, 6 count, 62.5 fiber using Unicam terminations on both ends with LC connectors.</b>				
a)	<b>Plenum</b>	<b>Cost Per Drop</b>	<b>100</b>		
b)	<b>Non-Plenum</b>	<b>Cost Per Drop</b>	<b>100</b>		
3.	<b>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</b>				
a)	<b>12 Fusions</b>	<b>Cost Per Fusion</b>	<b>12</b>		
b)	<b>24 Fusions</b>	<b>Cost Per Fusion</b>	<b>24</b>		
c)	<b>48 Fusions</b>	<b>Cost Per Fusion</b>	<b>48</b>		

	<b>***All single mode cable needs to 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. ***</b>				
4.	24 strand single mode Corning fiber, cable drop of 300 feet with fusion spliced pigtails with LC connectors on each end.				
a)	Plenum	Cost Per Foot	300		
b)	Non-Plenum	Cost Per Foot	300		
5.	RG-6 Coax cable drop	Cost Per Drop	100		
6.	Cat 6 data/voice cable				
a)	Plenum	Cost Per Drop	100		
b)	Non-Plenum	Cost Per Drop	100		
7.	7 foot data/voice rack 19" Siemen(to include all anchors and J bolts)				
a)	Part No.RS3-07 Aluminum black rack	Cost Each	1		
b)	Part No. RS3-07-Steel black rack	Cost Each	1		
8.	Siemens stranded cable patch cords Cat 6 UTP, EIA/TIA, ANSI compliant, (copper)				
a)	Siemens stranded cable patch cords – 1 Foot	Cost Per Foot	1 Foot		
b)	Siemens stranded cable patch cords – 2 Feet	Cost Per Foot	2 Feet		
c)	Siemens stranded cable patch cords – 3 Feet	Cost Per Foot	3 Feet		
d)	Siemens stranded cable patch cords – 4 Feet	Cost Per Foot	4 Feet		
e)	Siemens stranded cable patch cords – 5 Feet	Cost Per Foot	5 Feet		
f)	Siemens stranded cable patch cords – 7 Feet	Cost Per Foot	7 Feet		
g)	Siemens stranded cable patch cords – 10 Feet	Cost Per Foot	10 Feet		
h)	Siemens stranded cable patch cords – 15 Feet	Cost Per Foot	15 Feet		

i)	Siemens stranded cable patch cords – 25 Feet	Cost Per Foot	25 Feet		
9.	Patch Panels: 48 port Ortronics Patch Panel				
a)	12 Port 66 Style Ortronics Patch Panel	Cost Each	1		
b)	24 Port Ortronics with Swing Mount Bracket	Cost Each	1		
c)	24 Port Ortronics without Swing Mount Bracket	Cost Each	1		
d)	48 Port Ortronics with Swing Mount Bracket	Cost Each	1		
e)	48 Port Ortronics without Swing Mount Bracket	Cost Each	1		
f)	Patch Panels: 48 Port Siemen Patch Panel	Cost Each	1		
g)	12 Port 66 Style Siemen Patch Panel	Cost Each	1		
h)	24 Port Siemen with Swing Mount Bracket	Cost Each	1		
i)	24 Port Siemen without Swing Mount Bracket	Cost Each	1		
j)	48 Port Siemen with swing Mount Bracket	Cost Each	1		
k)	48 Port Siemen without swing Mount Bracket	Cost Each	1		
	*** Items 10 and 11 to include all Anchors and J-Bolts to Secure to Ladder Rack. ***				
10.	7 Ft. Data/Voice Rack 19" Chatsworth (to include all anchors) Part no. 55053-703	Cost Each	1		
11.	7 Ft. Data/Voice Rack 23" Chatsworth (to include all anchors) Part no. 66383-703 Black	Cost Each	1		
12.	Ladder Rack Chatsworth 12" X 10' Black	Cost Each	1		
13.	Ladder Rack Chatsworth 12" X 10' Grey	Cost Each	1		
14.	Ladder Rack Chatsworth 18" X 10' Black	Cost Each	1		
15.	Ladder Rack Chatsworth 18" X 10' Grey	Cost Each	1		
16.	Chatsworth Ladder Rack Accessories				
a)	Junction Kit	Cost Each	1		
b)	Butt Splice	Cost Each	1		

c)	J Bolt Kit	Cost Each	1		
d)	3/8" Threaded Rod	Cost Each	1		
	(All Thread in 6 foot lengths – cut to fit Ladder Rack Design)				
e)	Concrete Anchors	Cost Each	1		
	(One anchor per rod and every 5 feet as needed for proper support based on load)				
17.	Wire Management/Panduit				
a)	Front only/19" Horizontal	Cost Each	1		
b)	Front & Back/19" Horizontal	Cost Each	1		
c)	Front only/7' Vertical	Cost Each	1		
d)	Front & Back/7' Vertical	Cost Each	1		
18.	Bus Bars for grounding in MDF/IDF Rooms				
a)	Part no. 13622-012 12" TGB 2"W X ¼" H X 12" L	Cost Each	1		
b)	Part no. 40153-012 12" TMGB 4"W X ¼" H X 12" L	Cost Each	1		
c)	Part no. UGB2/0-414-12, Rack Mount Bus Bar	Cost Each	1		
19.	Voice 66 with Standoff Brackets	Cost Each	1		
20.	Krone Blocks with Standoff Brackets	Cost Each	1		
21.	110 Punch Down Block for: (Include C5 Clips for all)				
a)	50 Pairs 110 Punch Down Block	Cost Per Pair	50		
b)	100 Pairs 110 Punch Down Block	Cost Per Pair	100		
c)	300 Pairs 110 Punch Down Block	Cost Per Pair	300		
22.	Siemen's 210 Tower complete kit (300 Pair Kit)				
a)	Part no. S210MB2-320FT Tower Field Termination Kit	Cost Each	1		
b)	Part no, S110M-WM-500 Vertical Managers	Cost Each	1		
c)	Part no. S188-WD Cable Management for 210 Base	Cost Each	1		

23.	Spoolies	Cost Each	1		
24.	D-Rings	Cost Each	1		
25.	Valcom Paging Speakers				
a)	Part no. Valcom model #V-9022 2X2 Grid Speaker	Cost Each	1		
b)	Part no. Valcom model #V-1030C Outside Horn 5 watt	Cost Each	1		
c)	Part no. Valcom model #V-2003A Paging Amplifier	Cost Each	1		
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		
27.	Gas Tube Protection (Lighting) (Circa, with gas tube modules)				
a)	25 Pairs 110 Punch Down Block	Cost Per Pair	25		
b)	50 Pairs 110 Punch Down Block	Cost Per Pair	50		
c)	100 Pairs 110 Punch Down Block	Cost Per Pair	100		
28.	Tywraps – bag of 100 – black (UV rated)	Cost Per Bag(100)	1		
29.	Eye Ties – bag of 100 – black (UV rated)	Cost Per Bag(100)	1		
30.	Velcro ¾" Wire Management Wraps – Panduit (75 foot roll)	Cost Per Roll (75 Ft)	1		
31.	As Built Drawings, per copy, based on 100 Copper Cable Project				
a)	Electronic Format	Cost Each	1		
b)	Paper Format	Cost Each	1		
32.	Labor rate per hour	Cost Per Hour	1		
33.	Overtime Labor rate	Cost Per Hour	1		
34.	Overtime Labor rate RCDD	Cost Per Hour	1		
35.	Holiday Labor rate	Cost Per Hour	1		
36.	Holiday Labor rate RCDD	Cost Per Hour	1		
37.	Emergency Labor rate	Cost Per Hour	1		



<b>38.</b>	<b>Emergency Labor rate</b>	<b>Cost Per Hour</b>	<b>1</b>		
	<b>Grand Total</b>				

Amount Written \_\_\_\_\_

*Required form la Minimum Requirements Table* (form may be expanded or duplicated as needed)

**Bidder Name:**

**Relevant Projects:** note project requirements as applicable form may be used or deleted

Owner Name: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Address: \_\_\_\_\_  
\_\_\_\_\_  
Owner Representative: \_\_\_\_\_  
Representative  
Telephone: \_\_\_\_\_  
Representative E-Mail: \_\_\_\_\_  
Project Cost: \$ \_\_\_\_\_  
Project Size: Sq. Ft. \_\_\_\_\_  
Type of Government  
Service Related Facility

Summary of Project Scope:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner Name: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Address: \_\_\_\_\_  
\_\_\_\_\_  
Owner Representative: \_\_\_\_\_  
Representative  
Telephone: \_\_\_\_\_  
Representative E-Mail: \_\_\_\_\_  
Project Cost: \$ \_\_\_\_\_  
Project Size: Sq. Ft. \_\_\_\_\_  
Type of Government  
Service Related Facility

Summary of Project Scope:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner Name: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Address: \_\_\_\_\_  
\_\_\_\_\_  
Owner Representative: \_\_\_\_\_  
Representative  
Telephone: \_\_\_\_\_  
Representative E-Mail: \_\_\_\_\_  
Project Cost: \$ \_\_\_\_\_  
Project Size: Sq. Ft. \_\_\_\_\_  
Type of Government  
Service Related Facility

Summary of Project Scope:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**LEE COUNTY**  
S O U T H W E S T F L O R I D A

**AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

SOLICITATION NO.: B170469KLC      SOLICITATION NAME: Intrabuilding Data & Voice Cable & Installation

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

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

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

Company Name: \_\_\_\_\_

Signature	Title	Date
-----------	-------	------

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_ who has produced

(Print or Type Name)  
\_\_\_\_\_ as identification.

(Type of Identification and Number)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

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

**REFERENCE SURVEY**

Solicitation # B170469KLC



**Intrabuilding Data & Voice Cable & Installation**

<b>Section 1</b>	Reference Respondent Information	Please return completed form to:	
<b>FROM:</b>	_____	<b>Bidder/Proposer:</b>	_____
<b>COMPANY:</b>	_____	<b>Due Date:</b>	_____
<b>PHONE #:</b>	_____	<b>Total # Pages: 1</b>	
<b>FAX #:</b>	_____	<b>Phone #:</b>	<b>Fax #:</b>
<b>EMAIL:</b>	_____	<b>Bidder/Proposer E-Mail:</b>	_____

<b>Section 2</b>	Enter Bidder/Proposer Information, as applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
<b>Bidder/Proposer Name:</b>	_____		
<b>Reference Project Name:</b>	<b>Project Address:</b>	<b>Project Cost:</b>	_____
<b>Summarize Scope:</b>	_____	_____	_____

**You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.**

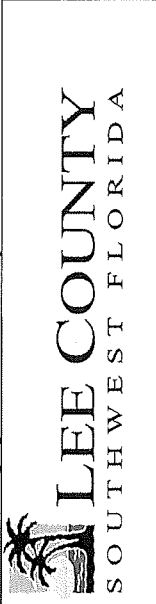
<b>Section 3</b>		Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?		
2. Were any problems encountered with the company's work performance?		
3. Were any change orders or contract amendments issued, other than owner initiated?		
4. Was the job completed on time?		
5. Was the job completed within budget?		
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. <span style="float: right;">Rate from 1 to 10. (10 being highest)</span>		
7. If the opportunity were to present itself, would you rehire this company?		
8. Please provide any additional comments pertinent to this company and the work performed for you:	_____	

**Section 4**

Reference Name (Print)

**Please submit non-Lee County employees as references**

Reference Signature



**ALLEGED NEGLIGENCE OR BREACH OF CONTRACT  
DISCLOSURE FORM**

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

**Company Name:** \_\_\_\_\_

Type of Incident <i>Alleged Negligence or Breach of Contract</i>	Incident Date And Date Filed	Plaintiff <i>(Who took action against your company)</i>	Case Number	Court <i>County/State</i>	Project	Claim Reason <i>(initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>

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

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



# LEE COUNTY

S O U T H W E S T F L O R I D A

## AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Local Vendor Preference (Non-CCNA)  
(Lee County Ordinance No. 08-26)  
Location Identification (CCNA)

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

Company Name: \_\_\_\_\_

Printed name of authorized signer \_\_\_\_\_

Title \_\_\_\_\_

⇒  
Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

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

Notary:

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_

20\_\_\_\_ : \_\_\_\_\_ who has produced

\_\_\_\_\_ as identification (or personally known)  
Type of ID and number

⇒  
Notary Public Signature \_\_\_\_\_

Notary Commission Number and expiration \_\_\_\_\_

1. Principal place of business is located within the boundaries of: \_\_\_\_\_ Lee County  
\_\_\_\_\_ Collier County  
\_\_\_\_\_ Non-Local

Local Business Tax License # \_\_\_\_\_

2. Address of Principal Place of Business: \_\_\_\_\_

3. Number of years at this location \_\_\_\_\_ years

4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years \_\_\_\_\_ Yes\* \_\_\_\_\_ No \*If yes, attach contractual history for past 3 consecutive years

5. Number of available employees for this contract \_\_\_\_\_

6. Does your company have a Drug Free Workplace Policy \_\_\_\_\_ Yes \_\_\_\_\_ No



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

1. This sworn statement is submitted to \_\_\_\_\_  
(Print name of the public entity)

by \_\_\_\_\_  
(Print individual's name and title)

for \_\_\_\_\_  
(Print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

(If applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:  
1. A predecessor or successor of a person convicted of a public entity crime:  
or:  
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length Agreement/Contract, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)

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



**Public Entity Crime Form**

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_  
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day  
of \_\_\_\_\_, 2\_\_\_\_.

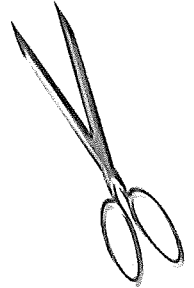
\_\_\_\_\_  
(NOTARY PUBLIC)

My Commission Expires: \_\_\_\_\_

*Sealed Bid Label*

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

<b>SEALED BID DOCUMENTS • DO NOT OPEN</b>	
BID No.:	B170469KLC
BID TITLE:	<b>Intrabuilding Data &amp; Voice Cable &amp; Installation</b>
DATE DUE:	<b>Tuesday, December 12, 2017</b>
TIME DUE:	<b>Prior to: 2:30 PM</b>
SUBMITTED BY:	_____ (Name of Company)
e-mail address	Telephone
<b>DELIVER TO:</b>	Lee County Procurement Management 1500 Monroe 4 <sup>th</sup> Floor Fort Myers FL 33901
<b><i>Note: submissions received after the time and date above will not be accepted.</i></b>	



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

**PLEASE PRINT CLEARLY**