

Agenda Item Summary

**1. ACTION REQUESTED/PURPOSE:** Hear Bid Protest and consider award of Formal Quotation No. Q-060449, Traffic Cable and Installation for DOT, to the low quoter meeting specifications, Fiber Solutions of S.W. Florida, at the prices on the attached tab sheet. The initial term of this quote is one year; also request authority to renew this quote for four additional one-year periods, at the same terms and conditions, if in the best interest of Lee County; and to exercise the price escalator clause as per the specifications on an as-needed basis. Lee County DOT estimates annual expenditures at approximately \$150,000. Funding will be available from the individual department or division's budget whom will be responsible for monitoring their individual expenditures.

**2. WHAT ACTION ACCOMPLISHES:** Pursuant to the Lee County Purchasing and Payment Procedures Manual, the Board will hear presentations by the protesting parties and may then decide which quote is in the best interest of Lee County, with articulated reasons for the decision. Ultimately, this purchase will provide DOT with traffic cable and installation services within Lee County.

**3. MANAGEMENT RECOMMENDATION:** Approve as stated; upholding the Dispute Committee's recommendation (please see Background); and proceed with the award to Fiber Solutions of S.W. Florida.

**4. Departmental Category:** **AP # 1** **5. Meeting Date: October 24, 2006**

<b>6. Agenda:</b>		<b>7. Requirement/Purpose: (specify)</b>		<b>8. Request Initiated:</b>	
<input type="checkbox"/> Consent		<input type="checkbox"/> Statute		<input type="checkbox"/> Commissioner	
<input type="checkbox"/> Administrative		<input type="checkbox"/> Ordinance		<input type="checkbox"/> Department	DOT
<input checked="" type="checkbox"/> Appeals		<input checked="" type="checkbox"/> Admin. Code	AC-4-1	<input type="checkbox"/> Division	
<input type="checkbox"/> Public		<input type="checkbox"/> Other		By:	Scott Gilbertson
<input type="checkbox"/> Walk-On					

**9. Background:** On July 18, 2006, the Division of Purchasing received sealed quotes for Traffic Cable and Installation for DOT. On that date, four responses were received; of which one was a no bid.

The quotes were thoroughly reviewed and a recommendation was received from DOT to award the quote to the low quoter meeting specifications, Fiber Solutions of S.W. Florida. On September 7, 2006, Notice of Intent to Award Letters was sent to all quoters.

9/12/06 – Initial Notice of Intent to File a Bid Protest was received from Kent Technologies, Inc.

9/22/06 – Formal Written Protest was received from Kent Technologies, Inc.

9/29/06 – Protest Hearing was held by the Dispute Committee

--BACKGROUND CONTINUED ON PAGE TWO--

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>10/19/06</i>	<i>Krist Sheehan 10.9.06</i>			<i>10/10/06</i>	<i>RK 10/10</i>	<i>10/11/06</i>	<i>10/11/06</i>	<i>10/11/06</i>	<i>10-9-06</i>

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

REC'D  
by CO. ATTY.  
10/10/06  
7:50am  
CO. ATTY.  
FORWARDED TO:  
10/10/06  
10:30 AM

RECEIVED BY  
COUNTY ADMIN:  
10/10/06 10:45 AM  
COUNTY ADMIN  
FORWARDED TO:  
10-11-06  
9:30 AM

--BACKGROUND CONTINUED FROM PAGE ONE--

The Dispute Committee consisted of the following staff members: Janet Sheehan, Purchasing Director, as Chairman; Richard Beck, Facilities Director; and Reg Kantor, Budget Analyst.

As a result of the Protest Hearing, it was the consensus of the Dispute Committee to deny the protest filed by Kent Technologies, Inc., uphold the recommendation by DOT, and move forward to the Board for award of Formal Quote No. Q-060449, Traffic Cable and Installation, to Fiber Solutions of S.W. Florida as the low quoter meeting specifications at the prices listed on the attached tab sheet.

Pursuant to the Lee County Purchasing and Payment Procedures Manual, the Board will hear presentations by the disputing quoters, and may then decide which quote is in the best interest of Lee County, with articulated reasons for the decision.

The Board of County Commissioners may:

1. Uphold the recommendation of the Dispute Committee;
2. Overturn the recommendation of the Dispute Committee and uphold the protest by Kent Technologies, Inc.; or
3. Reject all quotes and re-quote the project, if the Board finds that there are sufficient ambiguities in the original quotation.

Funding is available: PD5410417500

Please See Attachments:

1. Tabulation Sheets
2. Specifications
3. Fiber Solutions of S.W. Florida's Quote
4. Department's Recommendation of Award
5. Notice of Intent to File a Protest from Kent Technologies, Inc.
6. Kent Technologies, Inc.'s Quote
7. Formal Written Protest from Kent Technologies, Inc.
8. Transcript from Q-060449 Pre-Bid Conference Held on 7/06/06
9. Chronology of Events/Dispute Committee Meeting Synopsis

FORMAL QUOTATION #Q-060449	LEE COUNTY, FLORIDA TABULATION SHEET					
OPENING DATE: JULY 18, 2006	FOR					
BUYER: CHRIS JEFFCOAT	TRAFFIC CABLE AND INSTALLATION					
VENDORS	KENT	FIBER	PRECISION			
	TECHNOLOGIES	SOLUTIONS	CONTRACTING			
			SERVICES, INC			
COPIES PROVIDED	YES	YES	YES			
ADDENDUM ACKNOWLEDGED	YES	YES	YES			
TO BE STARTED WITHIN	1	1	AS REQUIRED			
GRAND TOTAL	\$2,679.41	\$4,099.08	\$3,640.80			
OPTION A: PRICE PER HOUR	\$55.00	\$48.00	\$75.00			
OPTION B: PRICE PER HOUR	\$73.50	\$60.00	\$100.00			
OPTION C: PRICE PER HOUR	\$98.00	\$72.00	\$125.00			
OPTION D: PRICE PER HOUR INSTALLED	\$55.00	\$48.00	\$75.00			
OPTION E: PRICE PER HOUR INSTALLED	\$75.00	\$48.00	\$75.00			
LOCAL VENDOR PREFERENCE	YES	YES	NO			
MODIFICATIONS	NO	NO	NO			
QUOTE SIGNED	YES	YES	YES			
Meets Specifications	No	YES	NO			
Occupational License Number	41755	9803231	N.A.			
<b>NO BIDS</b>						
CLIFFORD OF VERMONT						
POSTING TIME/DATE						
FROM: /						
UNTIL: /						
BY:						

ATTACHMENT

FORMAL QUOTATION #Q-060449 OPENING DATE: JULY 18, 2006 BUYER: CHRIS JEFFCOAT	LEE COUNTY, FLORIDA TABULATION SHEET FOR TRAFFIC CABLE AND INSTALLATION					
VENDORS	KENT TECHNOLOGIES	FIBER SOLUTIONS	PRECISION CONTRACTING SERVICES, INC			
COPIES PROVIDED	YES	YES	YES			
ADDENDUM ACKNOWLEDGED	YES	YES	YES			
TO BE STARTED WITHIN	1	1	AS REQUIRED			
<b>FIBER OPTIC CABLE</b>						
<b>ITEM 1: 12 Strand Multi-Mode Corning Cable loose tube</b>						
Price Per Foot Installed	\$2.25	\$1.66	\$1.70			
<b>ITEM 2: 6 Strand Single-Mode Corning cable loose tube</b>						
Price Per Foot Installed	\$1.52	\$0.68	\$0.75			
<b>ITEM 3: 12 Strand Single-Mode Corning cable loose tube</b>						
Price Per Foot Installed	\$1.70	\$0.81	\$0.85			
<b>ITEM 4: 24 Strand Single-Mode Corning cable loose tube</b>						
Price Per Foot Installed	\$2.32	\$0.94	\$0.95			
<b>ITEM 5: 48 Strand Single-Mode Corning cable loose tube</b>						
Price Per Foot Installed	\$2.97	\$1.33	\$1.20			
<b>ITEM 6: 96 Strand Single-Mode Corning cable loose tube</b>						
Price Per Foot Installed	\$3.55	\$2.14	\$1.85			
<b>ITEM 7: 6 Strand Multi-Mode Corning cable loose tube</b>						
Price Per Foot Installed	\$1.65	\$1.10	\$1.20			
<b>ITEM 8: 24 Strand Multi-Mode Corning cable loose tube</b>						
Price Per Foot Installed	\$3.10	\$2.53	\$2.60			
<b>ITEM 9: 48 Strand Multi-Mode Corning cable loose tube</b>						
Price Per Foot Installed	\$4.45	\$4.56	\$4.75			
<b>ITEM 10: 144 Strand Single-Mode Corning cable loose tube</b>						
Price Per Foot Installed	\$13.00	\$4.22	\$2.50			

<b>VENDORS</b>	KENT	FIBER	PRECISION			
	TECHNOLOGIES	SOLUTIONS	CONTRACTING			
			SERVICES, INC			
<b>ITEM 11: 288 Strand Single-Mode Corning cable loose tube</b>						
Price Per Foot Installed	\$24.95	\$8.44	\$4.50			
<b>HYBRID FIBER</b>						
<b>ITEM 12: 12 SM/6 MM Loose Tube</b>						
Price Per Foot Installed	\$2.70	\$1.21	\$2.00			
<b>ITEM 13: 24 SM/12 MM Loose Tube</b>						
Price Per Foot Installed	\$4.05	\$1.94	\$2.25			
<b>TWISTED PAIR</b>						
<b>ITEM 14: 6 Twisted Pair PE 39 19A WG Interconnect Cable w/Aluminum Shield</b>						
Price Per Foot Installed	\$1.95	\$1.41	\$1.25			
<b>ITEM 15: 12 Twisted Pair PE 39 19A WG Interconnect Cable w/Aluminum Shield</b>						
Price Per Foot Installed	\$2.45	\$1.91	\$1.45			
<b>ITEM 16: Splice of Copper Cable per Strand</b>						
Price Each Installed	\$30.00	\$5.00	\$35.00			
<b>FIBER OPTIC CONNECTORS</b>						
<b>ITEM 17: Corning Unicam ST Single Mode</b>						
Price Each Installed	\$30.53	\$40.00	\$40.00			
<b>ITEM 18: Corning Unicam ST Multi Mode</b>						
Price Each Installed	\$24.37	\$33.00	\$38.00			
<b>ITEM 19: Corning Unicam SC Multi Mode</b>						
Price Each Installed	\$30.53	\$33.00	\$38.00			
<b>ITEM 20: Corning Unicam SC Single Mode</b>						
Price Each Installed	\$24.37	\$40.00	\$40.00			
<b>FIBER BAYS</b>						
<b>ITEM 21: Corning Fiber Bay Panel with 6 connectors Single Mode</b>						
Price Each Installed	\$196.00	\$378.20	\$375.00			
<b>ITEM 22: Corning Fiber Bay Panel with 6 connectors Multi Mode</b>						
Price Each Installed	\$191.00	\$523.80	\$375.00			

<b>VENDORS</b>	KENT TECHNOLOGIES	FIBER SOLUTIONS	PRECISION CONTRACTING SERVICES, INC			
<b>ITEM 23: Corning Fiber Bay Panel with 12 connectors Single Mode</b>						
Price Each Installed	\$264.00	\$523.80	\$525.00			
<b>ITEM 24: Corning Fiber Bay Panel with 12 connectors Multi Mode</b>						
Price Each Installed	\$241.00	\$490.00	\$525.00			
<b>FIBER TRAYS</b>						
<b>ITEM 25: Corning Fiber Stackable Trays</b>						
Price Each Installed	\$37.50	\$40.10	\$40.00			
<b>ITEM 26: Leviton Fiber Stackable Trays</b>						
Price Each Installed	\$32.50	\$53.30	\$50.00			
<b>ITEM 27: Fusion Splicing Per Strand</b>						
Price Each Installed	\$35.00	\$50.00	\$45.00			
<b>ITEM 28: RING CUT and Fusion Splicing Per Strand</b>						
Price Each Installed	\$50.00	\$50.00	\$200.00			
<b>FIBER INTERCONNECT CABINETS</b>						
<b>ITEM 29: Rackmount with 12 Coupler Panels</b>						
Price Each Installed	\$374.00	\$523.80	\$335.00			
<b>ITEM 30: Rackmount with 24 Coupler Panels</b>						
Price Each Installed	\$399.00	\$523.80	\$475.00			
<b>ITEM 31: Wallmount with 12 Coupler Panels</b>						
Price Each Installed	\$284.00	\$378.20	\$200.00			
<b>ITEM 32: Wallmount with 24 Coupler Panels</b>						
Price Each Installed	\$363.00	\$378.20	\$275.00			
<b>GRAND TOTAL</b>	\$2,679.41	\$4,099.08	\$3,640.80			
<b>OPTIONAL LABOR RATE</b>						
<b>OPTION A: Normal Work Hours (7 a.m. - 6 p.m. Mon.-Fri.)</b>						
Price Per Hour	\$55.00	\$48.00	\$75.00			
<b>OPTION B: Overtime Labor Rate (7 p.m. - 6 a.m. Mon.-Fri.)</b>						
Price Per Hour	\$73.50	\$60.00	\$100.00			

<b>VENDORS</b>	KENT TECHNOLOGIES	FIBER SOLUTIONS	PRECISION CONTRACTING SERVICES, INC			
<b>OPTION C: Weekends/Holiday Labor Rate (see page 21)</b>						
Price Per Hour	\$98.00	\$72.00	\$125.00			
<b>CONDUIT REPAIR</b>						
<b>OPTION D: Labor to repair conduit, pull box, connectors, etc (Materials provided by Lee County DOT for conduit replacement).</b>						
Price Per Hour Installed	\$55.00	\$48.00	\$75.00			
<b>OPTION E: Labor to repair damaged fiber and/or copper cable and test repair. Furnish repair materials.</b>						
Price Per Hour Installed	\$75.00	\$48.00	\$75.00			
Local Vendor Preference	YES	YES	NO			
Modifications	NO	NO	NO			
Quote Signed	YES	YES	YES			
Meets Specifications	NO	YES	NO			
Occupational License Number	41755	9803231	N.A.			
<b>NO BIDS</b>						
CLIFFORD OF VERMONT						
<b>POSTING TIME/DATE</b>						
FROM: _____ / _____						
UNTIL: _____ / _____						
BY: _____						



**LEE COUNTY**  
SOUTHWEST FLORIDA

PROJECT NO.: Q-060449

OPEN DATE: JULY 18, 2006

AND TIME: 2:30 P.M.

PRE-BID DATE: JULY 6, 2006

AND TIME: 8:30 A.M.

LOCATION: LEE COUNTY DIVISION OF PURCHASING  
1825 HENDRY ST. 3<sup>RD</sup> FLOOR  
FT. MYERS, FL. 33901

# REQUEST FOR QUOTATIONS

**TITLE:**  
**TRAFFIC CABLE AND INSTALLATION**

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
DIVISION OF PURCHASING

**MAILING ADDRESS**

P.O. BOX 398  
FORT MYERS, FL 33902-0398

**PHYSICAL ADDRESS**

1825 Hendry St 3<sup>rd</sup> Floor  
FORT MYERS, FL 33901

BUYER: CHRIS JEFFCOAT  
PURCHASING AGENT  
PHONE NO.: (239) 344-5458



**GENERAL CONDITIONS**

Sealed Quotations will be received by the DIVISION OF PURCHASING, until 2:30pm on the date specified on the cover sheet of this "Request for Quotations", and opened immediately thereafter by the Purchasing Director or designee.

Any question regarding this solicitation should be directed to the Buyer listed on the cover page of this solicitation, or by calling the Division of Purchasing at (239) 344-5450.

1. **SUBMISSION OF QUOTE:**

- a. Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:
  - 1. Marked with the words "Sealed Quote"
  - 2. Name of the firm submitting the quotation
  - 3. Title of the quotation
  - 4. Quotation number
  
- b. The Quotation shall be submitted in triplicate as follows:
  - 1. The original consisting of the Lee County quotes forms completed and signed.
  - 2. A copy of the original quote forms for the Purchasing Director.
  - 3. A second copy of the original quote forms for use by the requesting department.
  
- c. The following should be submitted along with the quotation in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as "Sealed Quote", please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.
  - 1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your quotation; i.e., required submittals, literature, technical data, financial statements.
  - 2. Warranties and guarantees against defective materials and workmanship.
  
- d. **ALTERNATE QUOTE:** If the vendor elects to submit more than one quote, then the quotes should be submitted in separate envelopes and marked as indicated above. The second, or alternate quote should be marked as "Alternate".

- e. **QUOTES RECEIVED LATE:** It is the quoter's responsibility to ensure that his quote is received by the Division of Purchasing prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- f. **QUOTE CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- g. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.).
- h. **WITHDRAWAL OF QUOTE:** No quote may be withdrawn for a period of 90 days after the scheduled time for receiving quotes. A quote may be withdrawn prior to the quote-opening date and time. Such a request to withdraw should be made in writing to the Purchasing Director, who will approve or disapprove of the request.
- i. **COUNTY RESERVES THE RIGHT:** The County reserves the right to waive minor informalities in any quote; to reject any or all quotes with or without cause; and/or to accept the quote that in its judgment will be in the best interest of the County of Lee.
- j. **EXECUTION OF QUOTE:** All quotes shall contain the signature of an authorized representative of the quoter in the space provided on the quote proposal form. All quotes shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the quote shall be initialed.

2. **ACCEPTANCE**

The materials and/or services delivered under the quote **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 to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

3. **SUBSTITUTIONS**

Whenever in these specifications a brand name or make is mentioned, it is the intention of the County only to establish a grade or quality of materials and not to rule out other brands or makes of equality. However, if a product other than that specified is quote, it is the vendor's responsibility to name such product with his quote and to prove to the County that said product is equal to the product specified. Lee County **shall** be the sole judge as to whether a product being offered by the quoter is actually equivalent to the one being specified by the detailed specifications. (Note: This paragraph does not apply when it is determined that the technical requirements of this solicitation require only a specific product as stated in the detailed specifications.)

4. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES**

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service.

- a. Occupational License – Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) – Vendor shall possess at the time of the opening of the quote all necessary permits and/or license required for the sale of this product and/or service and upon the request of the County provide copies of licenses and/or permits within 10 calendar days after request.

5. **WARRANTY/GUARANTY** (unless otherwise specified)

All materials and/or services furnished under this quote shall be warranted by the vendor to be free from defects and fit for the intended use.

6. **PRE-BID CONFERENCE**

A pre-bid conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-bid conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a quote attend.

In the event a pre-bid conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the quoter to ensure that they are represented at the pre-bid. Only those quoters who attend the pre-bid conference will be allowed to quote on this project.

7. **BIDDERS LIST MAINTENANCE**

A bidder should respond to "Request for Quotations" in order to be kept on the Bidder's List. Failure to respond to three different "request for quotations" may result in the vendor being removed from the Bidder's List. A bidder may do one of the following, in order to respond properly to the request:

- a. Submission of a quotation prior to the quote receipt deadline.
- b. Submission of a "no bid" notice prior to the quote receipt deadline.

8. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail one original invoice and one invoice copy to:

Lee County Finance Department  
Post Office Box 2238  
Fort Myers, FL 33902-2238

All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this quote.

Lee county will not be liable for request of payment deriving from aid, assistance, or help by any individual, vendor, quoter, or bidder for the preparation of these specifications.

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 contractors or quoters should include in their quote all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

9. **LEE COUNTY BID PROTEST PROCEDURE**

Any contractor/vendor/firm that has submitted a formal bid/quote/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/quote/proposal, shall file with the County's Purchasing Director or Public Works Director a written "Notice of Intent to File a Protest" not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of a "Notice of Intended Decision" from the County with respect to the proposed award of the formal bid/quote/proposal.

The "Notice of Intent to File a Protest" is one of two documents necessary to perfect Protest. The second document is the "Formal Written Protest", both documents are described below.

The "Notice of Intent to File a Protest" document shall state all grounds claimed for the Protest, and clearly indicate it as the "Notice of Intent to File a Protest". Failure to clearly indicate the Intent to file the Protest shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.

The "Notice of Intent to File a Protest" shall be received ("stamped in") by the Purchasing Director or Public Works Director not later than Four o'clock (4:00) PM on the third working day following the day of receipt of the County's Notice of Intended Decision.

The affected party shall then file its Formal Written Protest within ten (10) calendar days after the time for the filing of the Notice of Intent to File a Protest has expired. Except as provided for in the paragraph below, upon filing of the Formal Written Protest, the contractor/vendor/firm shall post a bond, payable to the Lee County Board of County Commissioners in an amount equal to five percent (5%) of the total bid/quote/proposal, or Ten Thousand Dollars (\$10,000.00), whichever is less. Said bond shall be designated and held for payment of any costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.

A clean, Irrevocable Letter of Credit or other form of approved security, payable to the County, may be accepted. Failure to submit a bond, letter of credit, or other approved security simultaneously with the Formal Written Protest shall invalidate the protest, at which time the County may continue its procurement process as if the original "Notice of Intent to File a Protest" had never been filed.

Any contractor/vendor/firm submitting the County's standard bond form (CSD: 514), along with the bid/quote/proposal, shall not be required to submit an additional bond with the filing of the Formal Written Protest.

The Formal Written Protest shall contain the following:

- County bid/quote/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.
- A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
- A concise statement of the facts alleged, and of the rules, regulations, statues, or constitutional provisions, which entitle the affected party to relief.

- All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.
- A statement indicating the relief sought by the affected (protesting) party.
- Any other relevant information that the affected party deems to be material to Protest.

Upon receipt of a timely filed "Notice of Intent to File a Protest", the Purchasing Director or Public Works Director (as appropriate) may abate the award of the formal bid/quote/proposal as appropriate, until the Protest is heard pursuant to the informal hearing process as further outlined below, except and unless the County Manager shall find and set forth in writing, particular facts and circumstances that would require an immediate award of the formal bid/quote/proposal for the purpose of avoiding a danger to the public health, safety, or welfare. Upon such written finding by the County Manager, the County Manager may authorize an expedited Protest hearing procedure. The expedited Protest hearing shall be held within ninety-six (96) hours of the action giving rise to the contractor/vendor/firm's Protest, or as soon as may be practicable for all parties. The "Notice of Intent to File a Protest" shall serve as the grounds for the affected party's presentation and the requirements for the submittal of a formal, written Protest under these procedures, to include the requirement for a bond, shall not apply.

The Dispute Committee shall conduct an informal hearing with the protesting contractor/vendor/firm to attempt to resolve the Protest, within seven working days (excluding Saturdays, Sundays and legal holidays) from receipt of the Formal Written Protest. The Chairman of the Dispute Committee shall ensure that all affected parties may make presentations and rebuttals, subject to reasonable time limitations, as appropriate. The purpose of the informal hearing by the Dispute Committee, the protestor and other affected parties is to provide and opportunity: (1) to review the basis of the Protest; (2) to evaluate the facts and merits of the Protest; and (3) to make a determination whether to accept or reject the Protest.

Once a determination is made by the Dispute Committee with respect to the merits of the Protest, the Dispute Committee shall forward to the Board of County Commissioners its recommendations, which shall include relevant background information related to the procurement.

Upon receiving the recommendation from the Dispute Committee, the Board of County Commissioners shall conduct a hearing on the matter at a regularly scheduled meeting. Following presentations by the affected parties, the Board shall render its decision on the merits of the Protest.

If the Board's decision upholds the recommendation by the Dispute Committee regarding the award, and further finds that the Protest was either frivolous and/or lacked merit, the Board, at its discretion, may assess costs, charges, or damages associated with any delay of the award, or any costs incurred with regard to the protest. These costs, charges or damages may be deducted from the security (bond or letter of credit) provided by the contractor/vendor/firm. Any costs, charges or damages assessed by the Board in excess of the security shall be paid by the protesting contractor/vendor/firm within thirty (30) calendar days of the Board's final determination concerning the award.

All formal bid/quote/proposal solicitations shall set forth the following statement:

**“FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIMEFRAMES AS PRESCRIBED HEREIN AND ESTABLISHED BY LEE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS.”**

10. **PUBLIC ENTITY CRIME**

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.

11. **QUALIFICATION OF QUOTERS** (unless otherwise noted)

Quotes will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Quoters 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 is satisfactory, and reserves the right to reject quotes where evidence submitted or investigation and evaluation indicates an inability of the quoter to perform.

12. **MATERIAL SAFETY DATA SHEETS**

In accordance with Chapter 443 of the Florida Statutes, it is the vendor's responsibility to provide Lee County with Materials Safety Data Sheets on quoted materials, as may apply to this procurement.

13. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

14. **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

15. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any quote and a part of these specifications that the submission of any quote in response to this request constitutes a quote made under the same conditions, for the same price, and for the same effective period as this quote, to any other governmental entity.

16. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

If applicable, the County reserves the right to purchase any of the items in this quote from State Contract Vendors if the prices are deemed lower on State Contract than the prices we receive in this quotation.

b) **Any Single Large Project**

The County, in its sole discretion, reserves the right to separately quote any project that is outside the scope of this quote, whether through size, complexity, or dollar value.

c) **Disadvantaged Business Enterprises**

The County, in its sole discretion, reserves the right to purchase any of the items in this quote from Disadvantage Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the



County in the fulfillment of any of the County's grant commitments to federal or state agencies.

The County further reserves the right to purchase any of the items in this quote from DBE's to fulfill the County's state policy toward DBE's as outlined in County Ordinance 88-45 and 90-04, as amended.

d) **Anti-Discrimination**

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to insure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

17. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

18. **DRUG FREE WORKPLACE**

Whenever two or more quotes/proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a quote/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

19. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the quote response. This information may be accepted after opening, but no later than 10 calendar days after request.

20. **TERMINATION**

Any agreement as a result of this quote 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.

The Purchasing Director may immediately terminate any agreement as a result of this quote for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a formal quote/proposal 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 of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Purchasing.

21. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a quote/proposal are subject to public disclosure and will **not** be afforded confidentiality.

22. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are **not** to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

23. **INSURANCE (AS APPLICABLE)**

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR  
TRAFFIC CABLE AND INSTALLATION

DATE SUBMITTED: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

TO: The Board of County Commissioners  
Lee County  
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges  
receipt of Addenda numbers:

\_\_\_\_\_

TO BE STARTED WITHIN \_\_\_\_\_ CALENDAR DAYS AFTER RECEIPT  
OF AWARD AND PURCHASE ORDER.

**\* Return quote pages 14, 15, 16, 17, 18 and 19. Also, return pages 25, 26 and 27 which comprise your submittals.**

PLEASE QUOTE ON THE FOLLOWING ITEMS (NO SUBSTITUTIONS):

**NOTE:** The "installed" prices quoted for the various types of cable, connectors, fiber bays, fiber trays, and cabinets shall include all labor as well as any miscellaneous hardware, etc. which may be required for a turn-key installation.

**FIBER OPTIC CABLE**

**ITEM 1:** 12 Strand Multi-Mode Corning cable loose tube  
Price Per Foot Installed \$ \_\_\_\_\_

**ITEM 2:** 6 Strand Single-Mode Corning cable loose tube  
Price Per Foot Installed \$ \_\_\_\_\_

**ITEM 3:** 12 Strand Single-Mode Corning cable loose tube  
Price Per Foot Installed \$ \_\_\_\_\_

**ITEM 4:** 24 Strand Single-Mode Corning cable loose tube  
Price Per Foot Installed \$ \_\_\_\_\_

**ITEM 5:** 48 Strand Single-Mode Corning cable loose tube  
Price Per Foot Installed \$ \_\_\_\_\_

**ITEM 6:** 96 Strand Single-Mode Corning cable loose tube  
Price Per Foot Installed \$ \_\_\_\_\_

**ITEM 7:** 6 Strand Multi-Mode Corning cable loose tube  
Price Per Foot Installed \$ \_\_\_\_\_

**ITEM 8:** 24 Strand Multi-Mode Corning cable loose tube  
Price Per Foot Installed \$ \_\_\_\_\_

**ITEM 9:** 48 Strand Multi-Mode Corning cable loose tube  
Price Per Foot Installed \$ \_\_\_\_\_

**ITEM 10:** 144 Strand Single-Mode Corning cable loose tube  
Price Per Foot Installed \$ \_\_\_\_\_

**ITEM 11:** 288 Strand Single-Mode Corning cable loose tube  
Price Per Foot Installed \$ \_\_\_\_\_

**HYBRID FIBER:**

**ITEM 12:** 12 SM/6 MM Loose Tube  
Price Per Foot Installed \$ \_\_\_\_\_

**ITEM 13:** 24 SM/12 MM Loose Tube  
Price Per Foot Installed \$ \_\_\_\_\_

**TWISTED PAIR**

**ITEM 14:** 6 Twisted Pair PE 39 19AWG Interconnect Cable w/Aluminum Shield  
Price Per Foot Installed \$ \_\_\_\_\_

**ITEM 15:** 12 Twisted Pair PE 39 19AWG Interconnect Cable w/Aluminum Shield  
Price Per Foot Installed \$ \_\_\_\_\_

**ITEM 16:** Splice of Copper Cable per Strand  
Price Each Installed \$ \_\_\_\_\_

**FIBER OPTIC CONNECTORS:**

**ITEM 17:** Corning Unicam ST Single Mode  
Price Each Installed \$ \_\_\_\_\_

**ITEM 18:** Corning Unicam ST Multi Mode  
Price Each Installed \$ \_\_\_\_\_

**ITEM 19:** Corning Unicam SC Multi Mode  
Price Each Installed \$ \_\_\_\_\_

**ITEM 20:** Corning Unicam SC Single Mode  
Price Each Installed \$ \_\_\_\_\_

**FIBER BAYS:**

**ITEM 21:** Corning Fiber Bay Panel with 6 connectors Single Mode  
Price Each Installed \$ \_\_\_\_\_

**ITEM 22:** Corning Fiber Bay Panel with 6 connectors Multi Mode  
Price Each Installed \$ \_\_\_\_\_

**ITEM 23:** Corning Fiber Bay Panel with 12 connectors Single Mode  
Price Each Installed \$ \_\_\_\_\_

**ITEM 24:** Corning Fiber Bay Panel with 12 connectors Multi Mode  
Price Each Installed \$ \_\_\_\_\_

**FIBER TRAYS:**

**ITEM 25:** Corning Fiber Stackable Trays  
Price Each Installed \$ \_\_\_\_\_

**ITEM 26:** Leviton Fiber Stackable Trays  
Price Each Installed \$ \_\_\_\_\_

**ITEM 27:** Fusion Splicing Per Strand  
Price Each Installed \$ \_\_\_\_\_

**ITEM 28:** RING CUT and Fusion Splicing Per Strand  
Price Each Installed \$ \_\_\_\_\_

**FIBER INTERCONNECT CABINETS:**

**ITEM 29:** Rackmount with 12 Coupler Panels  
Price Each Installed \$ \_\_\_\_\_

**ITEM 30:** Rackmount with 24 Coupler Panels  
Price Each Installed \$ \_\_\_\_\_

**ITEM 31:** Wallmount with 12 Coupler Panels  
Price Each Installed \$ \_\_\_\_\_

**ITEM 32:** Wallmount with 24 Coupler Panels  
Price Each Installed \$ \_\_\_\_\_

**GRAND TOTAL \$** \_\_\_\_\_

**OPTIONAL LABOR RATE:**

**OPTION A:** Normal Work Hours (7 a.m. – 6 p.m. Mon. – Fri.)  
Price Per Hour \$ \_\_\_\_\_

**OPTION B:** Overtime Labor Rate (7 p.m. – 6 a.m. Mon. – Fri.)  
Price per hour \$ \_\_\_\_\_

**OPTION C:** Weekends/Holiday Labor Rate (see page 21)  
Price per hour \$ \_\_\_\_\_



**CONDUIT REPAIR:**

**OPTION D:** Labor to repair conduit, pull box, connectors, etc. (Materials provided by Lee County DOT for conduit replacement).

Price Per Hour Installed \$ \_\_\_\_\_

**OPTION E:** Labor to repair damaged fiber and/or copper cable and test repair.  
Furnish repair materials.

Price Per Hour Installed \$ \_\_\_\_\_

Is your firm interested in being considered for the Local Vendor Preference?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, then read the paragraph entitled "Local Vendor Preference" included in these specifications. Also complete the Local Vendor Preference Questionnaire and return with your quotation.

Quoters should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quote may be grounds to reject the quote.

Are there any modifications to the quote or specifications:

Yes \_\_\_\_\_ No \_\_\_\_\_

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

**MODIFICATIONS:**

Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures,

on County's Form may result in the Quoter/Quote being declared non-responsive by the County.

ANTI-COLLUSION STATEMENT

**THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.**

FIRM NAME

\_\_\_\_\_

BY (Printed):

\_\_\_\_\_

BY (Signature):

\_\_\_\_\_

TITLE:

\_\_\_\_\_

FEDERAL ID # OR  
S.S.# \_\_\_\_\_

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

PHONE NO.:

\_\_\_\_\_

FAX NO.: \_\_\_\_\_

CELLULAR PHONE/PAGER NO.: \_\_\_\_\_

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: \_\_\_\_\_

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

REVISED: 7/28/00

**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS FOR  
TRAFFIC CABLE AND INSTALLATION**

**SECTION I-GENERAL INFORMATION**

SCOPE

The intent of this quote is to provide the purchase and installation of Traffic Cable for various Lee County departments and divisions.

TERM OF QUOTE

This quote shall be in effect for one-year, or until new quotes are taken and awarded. This quote, or any portion thereof, has the option of being renewed for four additional one-year periods, upon mutual agreement of all parties, under the same terms and conditions.

WORKMANSHIP

All work shall be done by skilled mechanics in accordance with BICSI standard practices and in a manner acceptable to the County. All fiber will be tested and certified and printed test reports will be provided. Worksite should be left in a neat and orderly condition. 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.

GENERAL INFORMATION

The equipment provided under these specifications shall be new and unused. All wire frames, racks, punch blocks, jacks, plugs, duct, connectors, 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 made.

All copper and fiber cabling runs will be tested and follow the industry standards for Category 6 installation, testing and acceptance.

The cable must meet the requirements of the National Electrical Code (NEC) section 770. Please see ATTACHMENT A.

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. Complete documentation of all cabling and test results will be displayed at IDF room and delivered to Lee County at the completion of the project. All installations shall be tested and test results shall be provided. Where fiber or copper runs provide connection to new or existing network equipment facilities, operational testing of the network and/or other connected equipment shall be completed with a representative present.

Documentation shall be placed in field cabinets describing connections and network. Splice trays and fiber patch cords shall be labeled. Documentation shall be provided in pdf and MS VISIO compatible format. A fiber cable allocation table shall be provided to summarize the utilization of fiber strands by strand number, color and tube.

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 fire walls require penetrations to be sleeved. Size of sleeves shall be determined based on quantities of cables need for serviced area. Please see ATTACHMENT B and ATTACHMENT C.

Underground locates shall be requested and no work shall be initiated before locations of underground utilities and any conflicts are identified.

#### WARRANTY

All work performed shall be warranted for a minimum period of one year after acceptance by the County. Cable and all other equipment installed will carry the manufacturer's warranty and be warranted to the County.

#### CERTIFICATION

A minimum of one (1) member of the awarded vendor's staff must hold a current RCDD certification. Should the employment status of the person with the certification change Lee County must be notified immediately.

#### 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.

ESTIMATED DOLLAR VOLUME

Lee County anticipates spending approximately \$100,000.00 for the purchase and installation of Traffic Cable over the next 12 months.

PRICE ESCALATION

Offers are submitted with the understanding that no price increases will be authorized for 365 calendar days after the effective date of the contract. If, following this initial 365 calendar day period, the awarded vendor(s) experiences a major price increase from suppliers for items in this quotation, or increases their advertised hourly rate, the vendor may submit a written request to increase pricing. All information necessary to review and analyze the request must be submitted to Lee County Purchasing. Lee County shall have the right to grant the price increase, or re-quote, at the County's sole discretion. Should prices decrease, the same procedure shall apply.

GENERAL WORK REQUIREMENTS

Each employee shall wear a photo identification tag with other necessary information, provided and paid for by the vendor.

DESIGNATED CONTACT

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

SCHEDULING

Lee County, working with the vendor, may designate the time during which work may be performed. For the purpose of this quote 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 7 p.m. and 6 a.m.
- (3) Weekends include Saturday and Sunday.
- (4) Holidays are as follows:

New Years Day	-	January 1
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	- December 25

\* A notice of 24 hours must be given in order to get into a Traffic Signal Cabinet.

#### BASIS OF AWARD

The basis of award for this quotation will be the overall low quoter (Grand Total) meeting specifications.

It is the County's intent to award to a primary and secondary vendor.

The County reserves the right to reject any unbalanced quotes.

The County reserves the right to go to the secondary vendor if in its opinion the primary vendor cannot meet the two-hour response time.

In the event that Corning Cable is not available the County reserves the right to select a substitute cable of the same quality.

#### LOCAL BIDDER'S PREFERENCE

Note: In order for your firm to be considered for the local vendor preference, you must complete and return the attached "Local Vendor Preference Questionnaire" with your quotation.

The Lee County Local Bidder's Preference Ordinance No. 00-10 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.

"Local Contractor / Vendor" shall mean: a) 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 County, Florida; or b) any person, firm, partnership, company or corporation that has provided goods or services to Lee County on a regular basis for the preceding consecutive five (5) years, and that has the personnel, equipment and materials located within the boundaries of Lee County sufficient to constitute a present ability to perform the service or provide the goods.

The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and fitness of all persons, firms, partnerships, companies or corporations submitting formal bids or formal quotes in any procurement for goods or services when making an award in the best interests of the County.



**SECTION II-VENDOR QUALIFICATIONS**

To be considered for award of this quotation a vendor must meet defined experience qualifications, provide acceptable references and designated qualifications.

- I. Experience and References
- II. Insurance requirements (Provide proof of insurance)
- III. Corning Cable
- IV. Pipe Repairs
- V. BICSI Certification
- VI. Maintenance of Traffic Certification
- VII. Emergency Repair Response Time
- VIII. Location

**SUBMITTALS FOR THIS RFO ARE AS FOLLOWS:**

**I. EXPERIENCE AND REFERENCES**

Companies submitting this prequalification request shall have demonstrable, professional experience and background in the sale and installation of cable such as that specified in this quotation. Further, all companies submitting a quote shall provide a minimum of three (3) references listing customer names, addresses, telephone numbers, and contact person, for whom similar work has been done.

Describe experience in narrative form, no longer than two (2) 8-1/2" x 11" pages and include references.

Attached to this document you will find a sample reference check form the county will use to verify that you have acceptable references.

**II. INSURANCE REQUIREMENTS**

See attached insurance guide for details. You must provide proof of insurance with your quote.

Please note that from this point on to be considered responsive you must respond with a yes to all requirements to be considered for this quote.

**III. CORNING CABLE**

- A. Vendor must be able to provide Corning brand fiber cable.
- B. Vendor must be an authorized Extended Warranty Partner with Corning? Please provide a certificate.
- C. Vendor must have Corning Design Course (TR-07-S) Certification? Please provide a certificate.
- D. Each technician shall have a Corning Installation Course (TR-02-S) Certification. Please provide certificates.

**Do you meet all the requirements of item III?        YES or        NO**

**IV. PIPE REPAIRS**

On an as needed basis in the course of doing the work pipe repairs may be required. This will involve repairing/installing conduit of varying sizes as well as pull boxes. The County will provide all materials.

**Are you able to meet the requirements of item IV?        YES or        NO**

**V. BICSI CERTIFICATION**

Companies submitting this prequalification request must have a minimum of one certified Registered Communications Distribution Designer (RCDD) on staff. Please include a copy of their current RCDD certification.

**Do you meet the requirements of item V?        YES or        NO**

**VI. MAINTENANCE OF TRAFFIC CERTIFICATION**

Companies submitting this prequalification request must have an FDOT/MOT certification for all staff members working on the highway or any other area that involves traffic. A refresher course or the course shall have been completed in the last four years. Please include copies of current certifications for all your employees. See ATTACHMENT D.

**Do you meet the requirements of item VI ?        YES or        NO**

**VII. EMERGENCY REPAIR RESPONSE TIME**

Companies submitting this prequalification must be able to provide 2-hour or less response times to perform emergency on-site repairs.

Do you meet the requirements of item VII? \_\_\_\_\_ YES or \_\_\_\_\_ No

**VIII. LOCATION**

Vendor must have a location within a 50 mile radius of downtown Fort Myers, Florida?

Do you meet the requirement of item VIII? \_\_\_\_\_ YES or \_\_\_\_\_ NO

ATTACHMENT A  
LOCAL VENDOR PREFERENCE QUESTIONNAIRE  
(LEE COUNTY ORDINANCE NO. 00-10)

Instructions: Please complete either Part A or B whichever is applicable to your firm

**PART A: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED WITHIN LEE COUNTY** (Only complete Part A if your principal place of business is located within the boundaries of Lee County)

- 1. What is the physical location of your principal place of business that is located within the boundaries of Lee County, Florida?**

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- 2. What is the size of this facility (i.e. sales area size, warehouse, storage yard, etc.)**

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**PART B: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS NOT LOCATED WITHIN LEE COUNTY OR DOES NOT HAVE A PHYSICAL LOCATION WITHIN LEE COUNTY (Please complete this section.)**

- 1. How many employees are available to service this contract? \_\_\_\_\_**

- 2. Describe the types and amount of equipment you have available to service this contract.**

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LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

3. Describe the types and amount of material stock that you have available to service this contract.

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4. Have you provided goods or services to Lee County on a regular basis for the preceding, consecutive five years?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide your contractual history with Lee County for the past five, consecutive years. Attach additional pages if necessary.

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**INSURANCE REQUIREMENTS**

**NOTE:** Your certificate of insurance must meet the following requirements:

**Requirement #1:**

The Lee County Board of County Commissioners shall be added as an additional insured on the comprehensive general liability policy.

**Requirement #2:**

Certificate holder shall be listed as follows:

Lee County Board of County Commissioners  
C/O Lee County Purchasing  
P.O. Box 398  
Fort Myers, FL 33902-0398

**Requirement #3:**

Each policy shall provide a 30-day notification clause in the event of cancellation, non-renewal or adverse change.

1. **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, but are merely minimums:
  - a. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Individual employees may be exempted per State Law. Employers' liability will have minimum limits of:
    - \$100,000 per accident
    - \$500,000 disease limit
    - \$100,000 disease limit per employee
  - b. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability exposures with minimum limits of:
    - \$1,000,000 bodily injury per person (BI)

\$1,000,000 bodily injury per occurrence (BI)  
\$1,000,000 property damage (PD) or  
\$1,000,000 combined single limit (CSL) of BI and PD

- c. 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 bodily injury per person (BI)  
\$1,000,000 bodily injury per occurrence (BI)  
\$1,000,000 property damage (PD) or  
\$1,000,000 combined single limit (CSL) of BI and PD

***\*The required limit of liability shown in Standard Contract: 1.a; 1.b; 1.c; 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."***

2. Special Requirements:

- a. Ten (10) days prior to the commencement of any work under this contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

1. **"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.**
2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

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

**SAMPLE REFERENCE CHECK FORM**

**Quotation No.:** Q-060449  
**Project Name:** TRAFFIC CABLE AND INSTALLATION

Company Name Being Evaluated: \_\_\_\_\_

1. Has this company provided cable and installation similar to that being quoted to Lee County to your firm/entity?

Yes \_\_\_\_\_ No \_\_\_\_\_

2. During the installation, how was their response time to your requests?

Excellent \_\_\_\_\_ Satisfactory \_\_\_\_\_ Poor \_\_\_\_\_

3. The County has a two hour response time for emergencies. Do you think that they can respond in two hours or less?

Yes \_\_\_\_\_ No \_\_\_\_\_

4. Once the installation was completed, how would you rate the follow-up and availability of their managerial and support staff?

Excellent \_\_\_\_\_ Satisfactory \_\_\_\_\_ Poor \_\_\_\_\_

5. Have they ever started a project and not completed it?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_

6. Would you recommend employment of this company?

Yes \_\_\_\_\_ No \_\_\_\_\_

If no, please explain: \_\_\_\_\_

\_\_\_\_\_

OVERALL COMMENTS: \_\_\_\_\_

\_\_\_\_\_



REFERENCE CALLED: \_\_\_\_\_

\_\_\_\_\_

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

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

CHECKER'S SIGNATURE: \_\_\_\_\_

LEE COUNTY PURCHASING - BIDDERS CHECK LIST

**IMPORTANT:** Please read carefully and return with your bid proposal.

Please check off each of the following items as the necessary action is completed:

- \_\_\_\_\_ 1. The Quote has been signed.
- \_\_\_\_\_ 2. The Quote prices offered have been reviewed.
- \_\_\_\_\_ 3. The price extensions and totals have been checked.
- \_\_\_\_\_ 4. The original (must be manually signed) and 2 copies of the quote have been submitted.
- \_\_\_\_\_ 5. Three (3) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- \_\_\_\_\_ 6. All modifications have been acknowledged in the space provided.
- \_\_\_\_\_ 7. All addendums issued, if any, have been acknowledged in the space provided.
- \_\_\_\_\_ 8. Erasures or other changes made to the quote document have been initialed by the person signing the quote.
- \_\_\_\_\_ 9. Bid Bond and/or certified Check, (if required) have been submitted with the quote in amounts indicated.
- \_\_\_\_\_ 10. Any Delivery information required is included.

\_\_\_\_\_ 11. The mailing envelope has been addressed to:

**MAILING ADDRESS**

Lee County Purchasing  
P.O. Box 398 or  
Ft. Myers, FL 33902-0398

**PHYSICAL ADDRESS**

Lee County Purchasing  
1825 Hendry St 3<sup>rd</sup> Floor  
Ft. Myers, FL 33901

\_\_\_\_\_ 12. The mailing envelope **MUST** be sealed and marked with:

Quote Number  
Opening Date and/or Receiving Date

\_\_\_\_\_ 13. The quote will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise quote cannot be considered or accepted.)

\_\_\_\_\_ 14. If submitting a "NO BID" please write quote number here \_\_\_\_\_ and check one of the following:

- \_\_\_\_\_ Do not offer this product \_\_\_\_\_ Insufficient time to respond.
- \_\_\_\_\_ Unable to meet specifications (why)
- \_\_\_\_\_ Unable to meet bond or insurance requirement.

Other: \_\_\_\_\_

Company Name and Address:

\_\_\_\_\_  
\_\_\_\_\_

LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR  
TRAFFIC CABLE AND INSTALLATION

DATE SUBMITTED: July 18, 2006

VENDOR NAME: FIBER SOLUTIONS

TO: The Board of County Commissioners  
Lee County  
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges receipt of Addenda numbers:

1 (SEE ATTACHED)  
*Rodney A. Janulis*

TO BE STARTED WITHIN 1 CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

\* Return quote pages 14, 15, 16, 17, 18 and 19. Also, return pages 25, 26 and 27 which comprise your submittals.

Post-it® Fax Note 7671		Date	7-7-06	# of pages	2
To		Randy Cooper			
From		Chris			
Co./Dept.		Fiber Solutions			
Co.					
Phone #					
Fax #		239.344.5458			
		561.0833			

**LEE COUNTY ADDENDUM NUMBER ONE  
TO SPECIFICATIONS FOR  
TRAFFIC CABLE AND INSTALLATION**

Bob Jones  
Chairman

Walter S. B. Davis  
County Executive

Richard J. ...  
County Commissioner

George ...  
County Commissioner

John E. ...  
County Commissioner

Donald D. ...  
County Commissioner

Michael ...  
County Commissioner

James ...  
County Commissioner

July 7, 2006

Quote No.: Q-060449

**QUOTERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON PAGE 14 OF THE "PROPOSAL QUOTE FORM".**

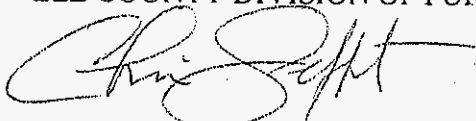
Page 17 has been revised with the following information:

**FIBER INTERCONNECT CABINETS:**

- ITEM 29: Rackmount with 12 coupler panels  
Price Each Installed \$
- ITEM 30: Rackmount with 24 coupler panels  
Price Each Installed \$
- ITEM 31: Wallmount with 12 coupler panels  
Price Each Installed \$
- ITEM 32: Wallmount with 24 coupler panels  
Price Each Installed \$

Please insert new page 17 in to your specifications.

LEE COUNTY DIVISION OF PURCHASING



Chris Jeffcoat CPPB  
Purchasing Agent

cc: Quote File

PLEASE QUOTE ON THE FOLLOWING ITEMS (NO SUBSTITUTIONS):

NOTE: The "installed" prices quoted for the various types of cable, connectors, fiber bays, fiber trays, and cabinets shall include all labor as well as any miscellaneous hardware, etc. which may be required for a turn-key installation.

FIBER OPTIC CABLE

- ITEM 1: 12 Strand Multi-Mode Corning cable loose tube  
Price Per Foot Installed \$ 1.66
- ITEM 2: 6 Strand Single-Mode Corning cable loose tube  
Price Per Foot Installed \$ .68
- ITEM 3: 12 Strand Single-Mode Corning cable loose tube  
Price Per Foot Installed \$ .81
- ITEM 4: 24 Strand Single-Mode Corning cable loose tube  
Price Per Foot Installed \$ .94
- ITEM 5: 48 Strand Single-Mode Corning cable loose tube  
Price Per Foot Installed \$ 1.33
- ITEM 6: 96 Strand Single-Mode Corning cable loose tube  
Price Per Foot Installed \$ 2.14
- ITEM 7: 6 Strand Multi-Mode Corning cable loose tube  
Price Per Foot Installed \$ 1.10
- ITEM 8: 24 Strand Multi-Mode Corning cable loose tube  
Price Per Foot Installed \$ 2.53
- ITEM 9: 48 Strand Multi-Mode Corning cable loose tube  
Price Per Foot Installed \$ 4.56
- ITEM 10: 144 Strand Single-Mode Corning cable loose tube  
Price Per Foot Installed \$ 4.22
- ITEM 11: 288 Strand Single-Mode Corning cable loose tube  
Price Per Foot Installed \$ 8.44

**HYBRID FIBER:**

ITEM 12: 12 SM/6 MM Loose Tube  
Price Per Foot Installed \$ 1.21

ITEM 13: 24 SM/12 MM Loose Tube  
Price Per Foot Installed \$ 1.94

**TWISTED PAIR**

ITEM 14: 6 Twisted Pair PE 39 19AWG Interconnect Cable w/Aluminum Shield  
Price Per Foot Installed \$ 1.91

ITEM 15: 12 Twisted Pair PE 39 19AWG Interconnect Cable w/Aluminum Shield  
Price Per Foot Installed \$ 1.91

ITEM 16: Splice of Copper Cable per Strand  
Price Each Installed \$ 5.00

**FIBER OPTIC CONNECTORS:**

ITEM 17: Corning Unicam ST Single Mode  
Price Each Installed \$ 40.00

ITEM 18: Corning Unicam ST Multi Mode  
Price Each Installed \$ 33.00

ITEM 19: Corning Unicam SC Multi Mode  
Price Each Installed \$ 33.00

ITEM 20: Corning Unicam SC Single Mode  
Price Each Installed \$ 40.00

**FIBER BAYS:**

ITEM 21: Corning Fiber Bay Panel with 6 connectors Single Mode  
Price Each Installed \$ 378.20

ITEM 22: Corning Fiber Bay Panel with 6 connectors Multi Mode  
Price Each Installed \$ 523.80

ITEM 23: Corning Fiber Bay Panel with 12 connectors Single Mode  
Price Each Installed \$ 523.80

FORMAL QUOTE NO.: Q-060449

ITEM 24: Corning Fiber Bay Panel with 12 connectors Multi Mode  
Price Each Installed \$ 490.00

FIBER TRAYS:

ITEM 25: Corning Fiber Stackable Trays  
Price Each Installed \$ 40.10

ITEM 26: Leviton Fiber Stackable Trays  
Price Each Installed \$ 53.30

ITEM 27: Fusion Splicing Per Strand  
Price Each Installed \$ 50.00

ITEM 28: RING CUT and Fusion Splicing Per Strand  
Price Each Installed \$ 50.00

FIBER INTERCONNECT CABINETS:

ITEM 29: Rackmount with 12 Coupler Panels  
Price Each Installed \$ 523.80

ITEM 30: Rackmount with 24 Coupler Panels  
Price Each Installed \$ 523.80

ITEM 31: Wallmount with 12 Coupler Panels  
Price Each Installed \$ 378.20

ITEM 32: Wallmount with 24 Coupler Panels  
Price Each Installed \$ 378.20

GRAND TOTAL \$ 4099.08 ✓

OPTIONAL LABOR RATE:

OPTION A: Normal Work Hours (7 a.m. – 6 p.m. Mon. – Fri.)  
Price Per Hour \$ 48.00

OPTION B: Overtime Labor Rate (7 p.m. – 6 a.m. Mon. – Fri.)  
Price per hour \$ 60.00

OPTION C: Weekends/Holiday Labor Rate (see page 21)  
Price per hour \$ 72.00

**CONDUIT REPAIR:**

**OPTION D:** Labor to repair conduit, pull box, connectors, etc. (Materials provided by Lee County DOT for conduit replacement).

Price Per Hour Installed \$ 48.00

**OPTION E:** Labor to repair damaged fiber and/or copper cable and test repair.

Furnish repair materials.

Price Per Hour Installed \$ 48.00

Is your firm interested in being considered for the Local Vendor Preference?

Yes  No

If yes, then read the paragraph entitled "Local Vendor Preference" included in these specifications. Also complete the Local Vendor Preference Questionnaire and return with your quotation.

Quoters should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quote may be grounds to reject the quote.

Are there any modifications to the quote or specifications:

Yes  No

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

**MODIFICATIONS:**

Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote being declared non-responsive by the County.



ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME FIBER Solutions OF SW FLA.

BY (Printed): RODNEY A. LAVOIE

BY (Signature): Rodney A. Lavoie

TITLE: OWNER / President

FEDERAL ID # OR  
S.S.# 65-0813368

ADDRESS: 12771 Metro Pkwy Suite# 7  
Fort MYERS, FL 33912

PHONE NO.: 239-561-6814

FAX NO.: 239-561-0832

CELLULAR PHONE/PAGER NO.: 239-707-0957

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 9803231

E-MAIL ADDRESS: Rodney @ FIBER - Solutions. Com

REVISED: 7/28/00

**SECTION II-VENDOR QUALIFICATIONS**

To be considered for award of this quotation a vendor must meet defined experience qualifications, provide acceptable references and designated qualifications.

- I. Experience and References
- II. Insurance requirements (Provide proof of insurance)
- III. Corning Cable
- IV. Pipe Repairs
- V. BICSI Certification
- VI. Maintenance of Traffic Certification
- VII. Emergency Repair Response Time
- VIII. Location

**SUBMITTALS FOR THIS RFO ARE AS FOLLOWS:**

**I. EXPERIENCE AND REFERENCES**

Companies submitting this prequalification request shall have demonstrable, professional experience and background in the sale and installation of cable such as that specified in this quotation. Further, all companies submitting a quote shall provide a minimum of three (3) references listing customer names, addresses, telephone numbers, and contact person, for whom similar work has been done.

Describe experience in narrative form, no longer than two (2) 8-1/2" x 11" pages and include references.

Attached to this document you will find a sample reference check form the county will use to verify that you have acceptable references.

**II. INSURANCE REQUIREMENTS**

See attached insurance guide for details. You must provide proof of insurance with your quote.

Please note that from this point on to be considered responsive you must respond with a yes to all requirements to be considered for this quote.

**III. CORNING CABLE**

- A. Vendor must be able to provide Corning brand fiber cable.
- B. Vendor must be an authorized Extended Warranty Partner with Corning? Please provide a certificate.
- C. Vendor must have Corning Design Course (TR-07-S) Certification? Please provide a certificate.
- D. Each technician shall have a Corning Installation Course (TR-02-S) Certification. Please provide certificates.

Do you meet all the requirements of item III? X YES or \_\_\_\_\_ NO

**IV. PIPE REPAIRS**

On an as needed basis in the course of doing the work pipe repairs may be required. This will involve repairing/installing conduit of varying sizes as well as pull boxes. The County will provide all materials.

Are you able to meet the requirements of item IV? X YES or \_\_\_\_\_ NO

**V. BICSI CERTIFICATION**

Companies submitting this prequalification request must have a minimum of one certified Registered Communications Distribution Designer (RCDD) on staff. Please include a copy of their current RCDD certification.

Do you meet the requirements of item V? X YES or \_\_\_\_\_ NO

**VI. MAINTENANCE OF TRAFFIC CERTIFICATION**

Companies submitting this prequalification request must have an FDOT/MOT certification for all staff members working on the highway or any other area that involves traffic. A refresher course or the course shall have been completed in the last four years. Please include copies of current certifications for all your employees. See ATTACHMENT D.

Do you meet the requirements of item VI? X YES or \_\_\_\_\_ NO

**VII. EMERGENCY REPAIR RESPONSE TIME**

Companies submitting this prequalification must be able to provide 2-hour or less response times to perform emergency on-site repairs.

Do you meet the requirements of item VII?  YES or  No

**VIII. LOCATION**

Vendor must have a location within a 50 mile radius of downtown Fort Myers, Florida?

Do you meet the requirement of item VIII?  YES or  NO

ATTACHMENT A  
LOCAL VENDOR PREFERENCE QUESTIONNAIRE  
(LEE COUNTY ORDINANCE NO. 00-10)

Instructions: Please complete either Part A or B whichever is applicable to your firm

PART A: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED WITHIN  
LEE COUNTY (Only complete Part A if your principal place of business is  
located within the boundaries of Lee County)

1. What is the physical location of your principal place of business that is  
located within the boundaries of Lee County, Florida?

12771 Metro PKWY SUITE # 7  
FORT MYERS, FL 33912

2. What is the size of this facility (i.e. sales area size, warehouse, storage yard, etc.)

7000 SQ FT

PART B: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS NOT LOCATED  
WITHIN LEE COUNTY OR DOES NOT HAVE A PHYSICAL LOCATION  
WITHIN LEE COUNTY (Please complete this section.)

1. How many employees are available to service this contract? 38

2. Describe the types and amount of equipment you have available to  
service this contract.

Fusion Splicing Trailer, Fusion Splicer (Gerning mag),  
FLUKE Test Equipment, material inventory (\$90,000.00)  
Sm LIGHT SOURCE, OTDR, CABLE locators, VFL, Test monitor (Cctv),  
ETC, HYDRAlic TUBBERS, Greenlee TUBBERS, Cctv test Equipment.

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

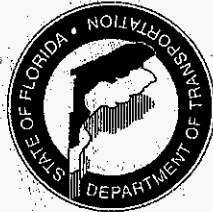
# Certificate of Qualification

This certifies that

**Mamuel Serrano**

has attended and successfully completed the Florida DOT Approved Course  
**Maintenance of Traffic  
Intermediate**

Conducted at Lee Co. High Technical Center on the 20 day of May 06



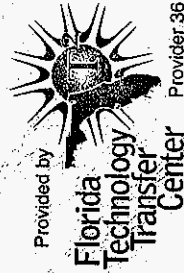
**M. CHODAKOWSKY**

Instructor

  
Program Coordinator

Expiration Date: 5/20/2010

Certificate # L-IMOT-16986



Provided by  
Florida  
Technology  
Transfer  
Center  
Provider 36

# Certificate of Qualification

This certifies that

**Casey Snyder**

*has attended and successfully completed the Florida DOT Approved Course  
Maintenance of Traffic  
Intermediate*

Conducted at Lee Co. High Technical Center on the 20 day of May, 06



**M. CHODAKOWSKY**

Instructor

  
Program Coordinator

Expiration Date: 5/20/2010

Certificate # L-IMOT-16985



# Certificate of Qualification

This certifies that

**David Allen**

has attended and successfully completed the Florida DOT Approved Course

**Intermediate Maintenance of Traffic**



Conducted at Lee High Central on the 24 day of April, 04



Gregory Barlow  
Instructor

David Allen  
Program Coordinator

Expiration Date: 4/24/2008  
Certificate # L-IMOT-A450175774



Provided by  
Florida  
Technology  
Transfer  
Center  
Provider 36



# Certificate of Qualification

This certifies that

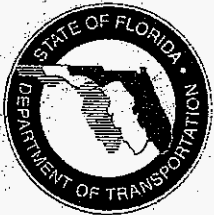
*Thomas J. Hardy*

*has attended and successfully completed the Florida DOT Approved Course*

*Work Zone Traffic Control*

*Intermediate - Maintenance of Traffic BT-05-0078*

Conducted at Lee High Central on the 01 day of June, 02



M. CHODAKOWSKY  
Instructor

*Robert J. Aguirre*  
Program Coordinator

Provided by  
Florida  
Technology  
Transfer  
Center Provider 36

Expiration Date: 6/1/2006

Certificate # L-TS-H63083076461

# Certificate of Qualification

This certifies that

**Mark Espinosa**

has attended and successfully completed the Florida DOT Approved Course

**Intermediate Maintenance of Traffic**

BI05-0078

Conducted at Lee High Central on the 24 day of April, 04

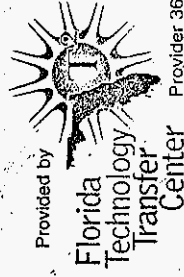


Gregory Barlow  
Instructor

Quintin Day  
Program Coordinator

Expiration Date: 4/24/2008

Certificate # L-IMOT-E215541750



Provided by  
Florida  
Technology  
Transfer  
Center  
Provider 36

Corning Cable Systems



EXTENDED WARRANTY PROGRAM<sup>SM</sup>

Corning Cable Systems Recognizes

## Fiber Solutions

As a Certified Member for 2006  
of the Corning Cable Systems  
Extended Warranty<sup>SM</sup> Program

**SIECOR**

**Certificate of Achievement**

This Document is Proof that  
on This Day

**October 10, 1997**

**Rodney Lavoie**

**Successfully Completed**

**TR-07-S**

**"Hands-On Fiber Optic Installation  
for Local Area Networks"**

  
Instructor



Engineering Services

  
Training & Marketing Supervisor

  
Manager, Engineering Services

**This Document is Proof that on This Day**

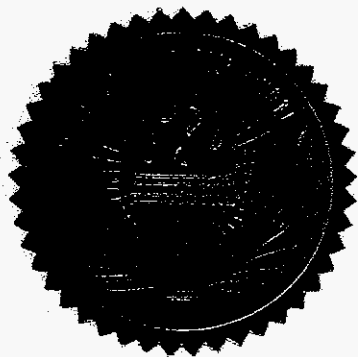
*October 29, 1999*

*Joseph G. Baublis, III*

**Successfully Completed**

**TR-07-S**

**"Hands-On Fiber Optic Installation for  
Local Area Networks "**



*David Markant*  
Instructor

*Donna Abernethy-Shook*  
Training & Marketing Supervisor  
*Eric Harty*  
Manager, Engineering Service

**SIECOR**

**Certificate of Achievement**

This Document is Proof that  
on This Day

**October 10, 1997**

**Rodney Lajoie**

**Successfully Completed**

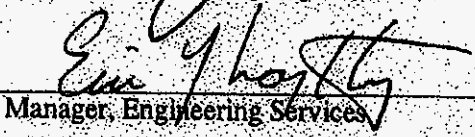
**TR-07-S2**

**" Passive Fiber Optics Design  
For Local Area Networks"**

  
Instructor

  
Training & Marketing Supervisor



  
Manager, Engineering Services

**This Document is Proof that on This Day**

*December 3, 1999*

*Rodney A. LaVoie*

**Successfully Completed**

**TR-02-S**

**"Fiber Optic Design for Local  
Area Networks"**



*Mark E. Jones*  
Instructor

*Donna Abernethy-Shook*  
Training & Marketing Supervisor  
*Eric J. Hoyle*  
Manager, Engineering Service



**This Document is Proof that on This Day**

*September 20, 2001*


*Eric L. Danielson*


**Successfully Completed**

**TR-06-S**

**"Hands-On Fiber Optic Installation  
for Outside Plant Applications "**



  
Instructor

  
Training & Marketing Supervisor

  
Manager, ES Business Operations



This Document is Proof that on This Day

February 17, 1995

Randy Cooper

Successfully Completed

TR-07-S+  
"Hands-On Fiber Optic Installation  
for Local Area Networks "

Duplicate



*Phyl Halchauer*  
Instructor

*Danna Alvinethy-Shook*  
Training & Marketing Supervisor

*Randy Cooper*  
Manager, ES Business Operations

**This Document is Proof that on This Day**

*September 20, 2001*

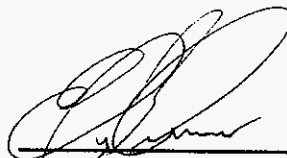
*Randy Cooper*

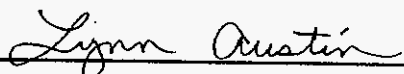
**Successfully Completed**

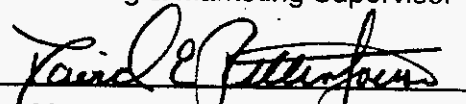
**TR-06-S**

**"Hands-On Fiber Optic Installation  
for Outside Plant Applications "**



  
\_\_\_\_\_  
Instructor

  
\_\_\_\_\_  
Training & Marketing Supervisor

  
\_\_\_\_\_  
Manager, ES Business Operations

The professional designation of

RCDD®

REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER

is awarded to

Joseph G. Baublis III

by BICSI®, A Telecommunications Association, in recognition of having successfully completed BICSI's registration and examination requirements.

Issued May 17, 2003

Expires December 31, 2006

*John Deyser*

President, BICSI

*Allet F. Keck*

Executive Director, BICSI



*The professional designation of*

# RODD

REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER


*is awarded to*

## Joseph G. Baulbis III

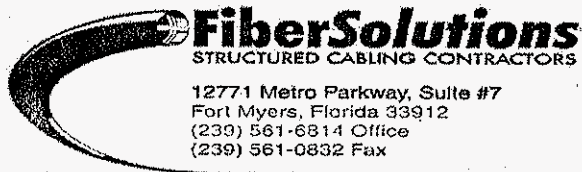
*by BICSI® in recognition of having successfully completed BICSI's registration and examination requirements.*

*Issued* January 1, 2007  
*Expires* December 31, 2009

  
President, BICSI

  
Executive Director, BICSI





Office (239) 561-6814  
Fax (239) 561-0832  
www.fiber-solutions.com

### References

CLIENT	CONTACT	TELEPHONE NO.
Collier County Schools	David Gronlund	(239) 377-0432
Lee Memorial Health Systems	Anthony Roncaglioni	(239)343-7979
Lee County Clerk of Courts	Bill Heldenbrand	(239)335-2210
Lee County Sheriff's Office	Capt. Schneiders	(239)477-1200
Lee County Court Admin.	Craig McClain	(239)477-2080
Chico's Fashions World Headquarters	Mike Crooks	(239)274-4271
Lee County DOT	Earl Salley	(239)694-7600
Lee County Property Appraiser	Keith Ragland	(239)339-6147
Moorings Park	Steven Astley	(239)643-9115
Taylor Woodrow	Tom Fichter	(239)592-0055
Ritz Carlton Resorts	Matt Loew	(239) 248-2570

Additional references upon request.



**Memorandum  
DEPARTMENT OF TRANSPORTATION  
Traffic Section**

**To:** Chris Jeffcoat  
**From:** Mike Padgett *MP*  
**BCM- 31-06**  
**Date:** September 5, 2006  
**RE:** Quotation # **Q-060449 TRAFFIC CABLE AND INSTALLATION**

---

Lee County's review of the vendor submittals indicates that the only vendor which met all of the qualifications is Fiber Solutions. At this time, since no one else met the qualifications we can not recommend a secondary vendor.

Kent Technologies and Precision Contracting Services did not meet all of the qualifications in the request for quotations. For example, Kent Technologies does not have an Extended Warranty Program with Corning as specified under Section II-Vendor Qualification under number III-Corning Cable letter B, and Precision Contracting Services does not have an office within a 50 mile radius of downtown Ft. Myers as specified under Section II-Vendor Qualification under number VIII-Location.

Attachments: (1) Tab Sheet  
(2) Reference Check forms  
(3) Letter from Corning

CC:  
Harry Campbell  
Earl Salley  
Mike Berens  
Subject File

2006 SEP 6 AM 10 53



2006 SEP 12 AM 8 19

*"Enabling Information to Flow at the Speed of Business"*

Director of Purchasing  
Lee County, Florida

September 11, 2006

## **Notice of Intent to File Protest Q-060449 Traffic Cable and Installation**

Kent Technologies hereby notifies Lee County that it intends to protest the award for Q-060449, Traffic Cable and Installation, made September 7, 2006.

Our grounds for this protest include, but are not limited to the following:

1. Kent Technologies complies with requirements for the Corning Extended Warranty Program (EWP). Kent Technologies is fully authorized to participate in the program and offer the EWP to all customers and for all projects that are eligible for coverage under Corning's warranty programs. Kent obtained said authorization and compliance by agreement with Corning Cable Systems in advance of submitting our bid response to Lee County. Kent has continued to meet the terms our agreement, including the use of Corning professional services where applicable and obtaining all requisite Corning training and certifications. Kent understands that Corning sent an email to Lee County on September 8, 2006 further clarifying the Corning warranty program and Kent's authorization to offer the same.
2. Pursuant to Corning's EWP rules, no Extended Warranty Program Member (including Fiber Solutions) is eligible to authorize or offer the EWP for projects or systems other than those installed in a Private Network or as a Premise Cabling Solution. Specifically, installations that are part of Lee County's Traffic Control Systems, ATMS or ITS communication infrastructures are not eligible for coverage under the Corning EWP. Therefore, notwithstanding Kent's authorization to offer the Corning EWP as clarified in item one above, we further contend that the EWP requirement is not applicable with respect to the RFP intent and purpose. Accordingly, a rejection of our bid response based on an EWP requirement would needlessly exclude Kent from an opportunity to service Lee County and overly restrict our ability to perform work on a contract that we are fully trained, qualified and experienced to do.

KT **Kent Technologies**  
*"Enabling Information to Flow at the Speed of Business"*

3. Kent Technologies' grand total price, as indicated in the bid tabulation sheet, dated July 18, 2006, is substantially less than all competing vendors.
4. Kent is in full conformance with all other requirements set forth in the RFP. Accordingly, as the lowest responsive and qualified bidder, Kent Technologies should be awarded contract #Q-060449 for Traffic Cable and Installation.

Per Lee County bid protest procedures, Kent will provide a formal written protest on or before the September 22, 2006 deadline.

Sincerely,



Thomas Esch, PhD, PMP, RCDD  
President



**ATTACHMENT** 6

24017 Production Circle  
Bonita Springs, FL 34135  
239-949-9334  
www.KentTech.com



**Request For Quotations  
Response**

**to**

**Lee County Government**

**Quote # Q-060449**

**TRAFFIC CABLE AND INSTALLATION**



**MR. CHRIS JEFFCOAT**  
Division of Purchasing - Buyer  
239-344-5450

**Presented by**

**Walter Hedman**  
RCDD/NTS

**Tom Esch**  
PhD, PMP RCDD

**JULY 18, 2006**

**Bicsi**<sup>™</sup>  
CORPORATE  
MEMBER

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LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR  
TRAFFIC CABLE AND INSTALLATION

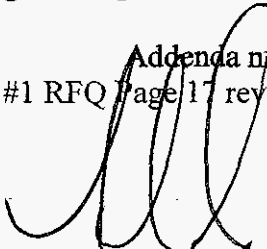
DATE SUBMITTED: July 18, 2006

VENDOR NAME: Kent Technologies, Inc.  
24017 Production Circle  
Bonita Springs, FL 34135

TO: The Board of County Commissioners  
Lee County  
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following, which meets these specifications:

The undersigned acknowledges receipt of

Addenda numbers: Date:  
#1 RFQ Page 17 revisions, Items 29 thru 32 07/18/06  
  
\_\_\_\_\_  
Tom Esch, PhD, PMP, RCDD

WILL YOU DELIVER WITH YOUR OWN VEHICLE AS OPPOSED TO COMMON CARRIER?

YES       X       NO \_\_\_\_\_

CONTRACT TO BE STARTED WITHIN (1) ONE CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER



PLEASE QUOTE ON THE FOLLOWING ITEMS (NO SUBSTITUTIONS):

NOTE: The "installed" prices quoted for the various types of cable, connectors, fiber bays, fiber trays, and cabinets shall include all labor as well as any miscellaneous hardware, etc. which may be required for a turn-key installation.

**FIBER OPTIC CABLE:**

<b>ITEM 1:</b> 12 Strand Multi Mode Corning cable loose tube Price per Foot Installed	\$ <u>2.25</u>
<b>ITEM 2:</b> 6 Strand Single Mode Corning cable loose tube Price per Foot Installed	\$ <u>1.52</u>
<b>ITEM 3:</b> 12 Strand Single Mode Corning cable loose tube Price per Foot Installed	\$ <u>1.70</u>
<b>ITEM 4:</b> 24 Strand Single Mode Corning cable loose tube Price per Foot Installed	\$ <u>2.32</u>
<b>ITEM 5:</b> 48 Strand Single Mode Corning cable loose tube Price per Foot Installed	\$ <u>2.97</u>
<b>ITEM 6:</b> 96 Strand Single Mode Corning cable loose tube Price per Foot Installed	\$ <u>3.55</u>
<b>ITEM 7:</b> 6 Strand Multi Mode Corning cable loose tube Price per Foot Installed	\$ <u>1.65</u>
<b>ITEM 8:</b> 24 Strand Multi Mode Corning cable loose tube Price per Foot Installed	\$ <u>3.10</u>
<b>ITEM 9:</b> 48 Strand Multi Mode Corning cable loose tube Price per Foot Installed	\$ <u>4.45</u>
<b>ITEM 10:</b> 144 Strand Multi Mode Corning cable loose tube Price per Foot Installed	\$ <u>13.00</u>
<b>ITEM 11:</b> 288 Strand Multi Mode Corning cable loose tube Price per Foot Installed	\$ <u>24.95</u>



**HYBRID FIBER OPTIC CABLE:**

- ITEM 12: 12 SM / 6 MM cable loose tube  
Price per Foot Installed \$ 2.70
- ITEM 13: 24 SM / 12 MM cable loose tube  
Price per Foot Installed \$ 4.05

**TWISTED PAIR CABLE:**

- ITEM 14: 6 Twisted Pair PE 39 19AWG Interconnect Cable w/Aluminum Shield  
Price per Foot Installed \$ 1.95
- ITEM 15: 12 Twisted Pair PE 39 19AWG Interconnect Cable w/Aluminum Shield  
Price per Foot Installed \$ 2.45
- ITEM 16: Splice of Copper Cable per Strand  
Price per Each Installed \$ 30.00

**FIBER OPTIC CONNECTORS:**

- ITEM 17: Corning Unicam ST Single Mode  
Price per Each Installed \$ 30.53
- ITEM 18: Corning Unicam ST Multi Mode  
Price per Each Installed \$ 24.37
- ITEM 19: Corning Unicam SC Single Mode  
Price per Each Installed \$ 30.53
- ITEM 20: Corning Unicam SC Multi Mode  
Price per Each Installed \$ 24.37

**FIBER BAYS:**

- ITEM 21: Corning Fiber Bay Panel w/6 Connectors Single Mode  
Price per Each Installed \$ 196.00
- ITEM 22: Corning Fiber Bay Panel w/6 Connectors Multi Mode  
Price per Each Installed \$ 191.00
- ITEM 23: Corning Fiber Bay Panel w/12 Connectors Single Mode  
Price per Each Installed \$ 264.00



**ITEM 24:** Corning Fiber Bay Panel w/12 Connectors Multi Mode  
Price per Each Installed \$ 241.00

**FIBER TRAYS:**

**ITEM 25:** Corning Fiber Stackable Trays  
Price per Each Installed \$ 37.50

**ITEM 26:** Leviton Fiber Stackable Trays  
Price per Each Installed \$ 32.50

**ITEM 27:** Fusion Splicing Per Strand  
Price per Each Installed \$ 35.00

**ITEM 28:** RING CUT and Fusion Splicing Per Strand  
Price per Each Installed \$ 50.00

**FIBER INTERCONNECT CABINETS:**

**ITEM 29:** Rack Mount with 12 coupler panels  
Price per Each Installed \$ 374.00

**ITEM 30:** Rack Mount with 24 coupler panels  
Price per Each Installed \$ 399.00

**ITEM 31:** Wall Mount with 12 coupler panels  
Price per Each Installed \$ 284.00

**ITEM 32:** Wall Mount with 24 coupler panels  
Price per Each Installed \$ 363.00

**GRAND TOTAL** \$ 2,679.41

**OPTIONAL LABOR RATE:**

**OPTION A:** Normal Work Hours (7 a.m. – 6 p.m. Mon-Fri)  
Price per Hour \$ 55.00

**OPTION B:** Overtime Labor Rate (7 p.m. – 6 a.m. Mon-Fri)  
Price per Hour \$ 73.50

**OPTION C:** Weekends/Holidays Labor Rate (see page 21)  
Price per Hour \$ 98.00



**CONDUIT REPAIR:**

**OPTION D:** Labor to repair conduit, pull box, connectors, etc. (Materials provided by Lee County DOT for conduit replacement).

Price per Hour \$ 55.00

**OPTION E:** Labor to repair damaged fiber and/or copper cable and test repair. Contractor to supply materials per this contract.

Price per Hour \$ 75.00

Is your firm interested in being considered for the Local Vendor Preference?

YES XXX NO \_\_\_\_\_

If, yes, then read the paragraph entitled "Local Vendor Preference" included in these specifications. Also complete the Local Vendor Preference Questionnaire and return with your quote.

Quoters should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quote may be grounds to reject the quote.

Are there any modifications to the quote or specifications;

YES \_\_\_\_\_ NO XXX

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

**MODIFICATIONS:**

Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote being declared non-responsive by the County.



ANTI-COLLUSION STATEMENT

**THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.**

FIRM NAME Kent Technologies, Inc.

BY (Printed): Tom Esch, PhD, PMP, RCDD

BY (Signature): 

TITLE: President

FEDERAL ID # OR S.S.# 38-3461451

ADDRESS: 24017 Production Circle

Bonita Springs, FL 34135

PHONE NO.: (239) 949-9334

FAX NO.: (239) 992-1827

CELL PHONE: (239) 777-2547

E-MAIL ADDRESS: tesch@kenttech.com

WEB PAGE: www.kenttech.com

LEE COUNTY  
OCCUPATIONAL LICENSE NUMBER: 041755  
(See Appendix)



**DRUG FREE WORKPLACE CERTIFICATION FORM**

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program *shall be given preference* in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free program, a business shall:

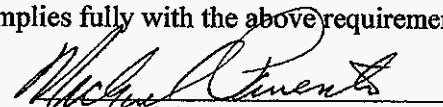
- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Kent Technologies utilizes various alcohol and drug screening programs for the purpose of testing applicants or employees. The Company requires all new hires prior to employment to submit to a drug testing. Additionally testing will occur on a random basis after employment, if there is reasonable suspicion.

Drug testing is conducted through; Patient Service Center  
3411 Bonita Beach Road, Suite 309  
Bonita Springs, FL 34134  
239-948-0235

All drug tests are certified by LABCORP, Laboratory Corporation of America.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
Michael Pavento  
General Manager



**I. EXPERIENCE and REFERENCES**

- A. Companies submitting this prequalification request shall have demonstrable, professional experience and background in the sale and installation of cable such as that specified in this quotation.

**Please explain how your company complies with this requirement.**

**Company History:** Kent Technologies is part of the Kent Group, which was established nearly 50 years ago by Richard Kent in Kent County, Michigan. Kent is a privately owned company with diversified services throughout various states, with our headquarters in Lee County, Florida. Kent's provisioning and support of telecommunication and information technology services span a variety of industries including, government, financial, manufacturing, healthcare, education, and utilities. Kent's broad range of services, offered across market segments, has enabled the company to remain financially strong and resilient with steady growth even in the most difficult technology and financial markets.

**Annual Sales:** \$45-50 million (services only)

**Core Competencies:** Kent Technologies complete range of telecommunications infrastructure services including structured premise wiring systems; backbone and campus cabling, splicing and termination, fiber optic cabling, splicing and termination; underground and overhead OSP plant; trenching and directional boring; duct bank systems; equipment room, central office and data center construction; AC and DC electrical power systems; wireless/cellular tower construction and microwave systems; wireless LAN systems; video coax, and low voltage control systems. Kent Technologies owns a complete complement of multi-mode and single-mode fusion splicers, OTDRs, fiber optic test equipment, and fiber placement apparatus. Additionally, Kent owns and maintains fleet of aerial and underground equipment including cranes, lift trucks, trenchers, cable plows, directional boring machines, vacuum excavators (soft dig), excavators, diggers and pole trucks, locators, cable placement machines, and cable maintenance equipment for testing and certification.

In addition to our cabling system and telecommunications infrastructure core competencies, Kent also provides a comprehensive array of voice, data and video services. These services include legacy and emerging voice services including VoIP, TDM PBX, Voice Mail, Call Centers, Central Offices, Optical Networks (SONET/DWDM) and Wireless/Cellular Systems. As a Nortel SSCP, Kent is fully qualified to install service and support a full range of Nortel Equipment including Option 11 though 81C, BCM, Symposium and Succession. Having Cisco Gold level partner status, Kent offers a full range of enterprise (LAN/WAN) IP routing, switching and security expertise and services. As a Gold level Citrix and Microsoft partner, Kent also provides a comprehensive set of network application and server services.

Kent's capability to design, deploy, and maintain traditional and leading edge technology is backed by employees with a range of qualifications and certifications such as manufacturer and BICSI technician certification, Registered Communications Distribution Designers (RCDD), CCIE, CCNP, CCNA, CISSP, MCSE, PMP, State Licensed PE, and State Licensed Master Electrical. We provide a seamless base of support for information technology; design, hardware, services, and support.



B. Further, all companies submitting a prequalification request shall provide a minimum of three (3) references listing customer names, addresses, telephone numbers, and contact person, for whom these services have been provided.

<b>CUSTOMER NAME</b>	<b>ADDRESS</b>	<b>TELEPHONE NUMBER</b>	<b>CONTACT PERSON</b>
Collier County School District	5775 Osceola Trail Naples, FL 34109	239-377-0410 239-253-8175 cell	Dr. Russell Clukey Director of IT
Collier County School District	5775 Osceola Trail Naples FL 34109	239-253-0486	Tom Petry Network Services
Collier County School District	5775 Osceola Trail Naples, FL 34109	239-377-0432 239-253-0480 cell	Dave Gronlund Infrastructure Mgr
Collier County Government	3301 E. Tamiami Trail Naples, FL 34112	239-774-8807 239-253-1782	Howard Meikle Network Engineer
Collier County Transportation Department	2885 South Horseshoe Drive Naples, FL 34104	239-774-8192 239-253-2135 cell	Frank Mattic Network Operations

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/15/2005

PRODUCER (616)454-7153 FAX (616)454-1718  
 Universal Insurance Services, Inc.  
 648 Monroe NW - Suite 300  
 Grand Rapids, MI 49503  
 CIC, CISR, Bonnie Andrews

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE NAIC #

INSURER A: Zurich-American Insurance Co.

INSURER B: Citizens Ins Co of America

INSURER C:

INSURER D:

INSURER E:

INSURED Kent Technologies Solutions LLC  
 Kent Technologies Inc.  
 24017 Production Circle  
 Bonita Springs FL 34135

## COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	GLO369782401	07/01/2005	07/01/2006	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
		<input checked="" type="checkbox"/> Designated Const P				PERSONAL & ADV INJURY \$ 1,000,000
		<input checked="" type="checkbox"/> XCU Coverage				GENERAL AGGREGATE \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
A		AUTOMOBILE LIABILITY	BAP369782501	07/01/2005	07/01/2006	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
						\$
		DEDUCTIBLE				\$
		RETENTION \$				\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC369782302	07/01/2005	07/01/2006	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B		OTHER Rented/Leased Equipment	01CMP050792404	07/01/2005	07/01/2006	\$200,000 per item \$5,000 deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The Lee County Board of County Commissioners are recognized as Additional Insured on the General Liability policy.

## CERTIFICATE HOLDER

Lee County Board of County Commissions  
 C/O Lee County Purchasing  
 PO Box 398  
 Fort Myers, FL 33902

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Greg Dobrowolski, CIC/MOLLYS *[Signature]*



**III. CORNING CABLE**

- A. Vendor must be able to provide Corning brand fiber cable.
- B. Vendor must be an authorized Extended Warranty Partner with Corning. Please provide a certificate.
- C. Vendor must have a Corning Design Course (TR-07-S) Certification? Please provide a certificate.
- D. Each technician shall have a Corning Installation Course (TR-02-S) Certification. Please provide a certificate.

Do you meet all the requirements of item III? XXX YES or \_\_\_\_\_ NO

**IV. PIPE REPAIRS**

On an as needed basis in the course of doing the work pipe repairs may be required. This will involve repairing/installing conduit of varying sizes as well as pull boxes. The County will provide all materials.

Are you able to meet all the requirements of item IV? XXX YES or \_\_\_\_\_ NO

**V. BICSI CERTIFICATION**

Companies submitting this prequalification request must have a minimum of one certified Registered Communications Distribution Designer (RCDD) on Staff. Please provide a copy of their current RCDD Certification. (See Appendix)

Do you meet the requirements of item V? XXX YES or \_\_\_\_\_ NO

Please See Appendix for Certificates

- Walter R. Hedman - RCDD/NTS Certification #06369, 08107 (Bonita)
- Marvin Nunley - RCDD Certification #052146 (Bonita)
- Tim Beckman - RCDD Certification #061976 (Bonita)
- Thomas Esch - RCDD Certification #051695 (Bonita)

**VI. MAINTENANCE OF TRAFFIC CERTIFICATION**

Companies submitting this prequalification request must have an FDOT/MOT certification for all staff members working on the highway or any other area that involves traffic. A refresher course shall have been completed in the last four years. Please include copies of current certifications for all your employees. See ATTACHMENT D

Do you meet the requirements of item VI? XXX YES or \_\_\_\_\_ NO



ATTACHMENT A  
LOCAL VENDOR PREFERENCE QUESTIONNAIRE  
(LEE COUNTY ORDINANCE NO. 00-10)

Instructions: Please complete either Part A or B whichever is applicable to your firm.

PART A: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED WITHIN LEE COUNTY  
(Only complete Part A if your principal place of business is located within the boundaries of Lee County)

- 1. What is the physical location of your principal place of business that is located within the boundaries of Lee County, Florida?

24017 Production Circle  
Bonita Springs, Florida 34135

- 2. What is the size of this facility (i.e. sales area size, warehouse, storage yard, etc.)

7,100 Sq Ft Office (Admin 30% Sales 30%, Eng 25% & NOC 15%)  
1,100 Sq Ft Warehouse  
8,000 Sq Ft Fenced Storage Yard  
4,200 Sq Ft Parking

PART B: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS NOT LOCATED WITHIN LEE COUNTY OR DOES NOT HAVE A PHYSICAL LOCATION WITHIN LEE COUNTY  
(Please complete this section.)

- 1. How many employees are available to service this contract? \_\_\_\_\_
- 2. Describe the types and amount of equipment you have available to service this contract.  
\_\_\_\_\_  
\_\_\_\_\_
- 3. Describe the types and amount of material stock that you have available to service this contract.  
\_\_\_\_\_  
\_\_\_\_\_
- 4. Have you provided goods or services to Lee County on a regular basis for the preceding, consecutive five years?  
Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide your contractual history with Lee County for the past five, consecutive years. Attach additional pages if necessary.

\_\_\_\_\_  
\_\_\_\_\_



**Lee County, Florida**  
**Division of Development Services**  
**Certificate of Use**

Date: 11/21/2003 PERMIT NUMBER: USE2003-01156

Applicant Name: THOMAS J ESCH

Business Location: 24017 PRODUCTION CIR

Business Name: KENT TECHNOLOGIES, INC.

Description: TECHNOLOGY INFORMATION

Zoning:

Strap: 16-47-25-B2-01700.0250

In conformity with section 106.1 Standard Building Code, authorization to occupy is granted as noted herein.

  
\_\_\_\_\_  
BUILDING OFFICIAL

**THIS CERTIFICATE MUST BE POSTED IN YOUR OFFICE ALONG WITH YOUR OCCUPATIONAL LICENSE**

AC# 1460892

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
ELECTRICAL CONTRACTORS LICENSING BOARD

SEQ# L04062303146

DATE	BATCH NUMBER	LICENSE NBR
06/23/2004	030743040	ER13012847

The ELECTRICAL CONTRACTOR  
 Named below HAS REGISTERED  
 Under the provisions of Chapter 489 FS.  
 Expiration date: AUG 31, 2006  
 (INDIVIDUAL MUST MEET ALL LOCAL LICENSING  
 REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

ESCH, THOMAS JAMES PH D  
 KENT TECHNOLOGIES INC  
 24017 PRODUCTION CIRCLE  
 BONITA SPRINGS FL 34135

JEB BUSH  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

DIANE CARR  
SECRETARY

STATE OF FLORIDA  
 LEE COUNTY  
 OCCUPATIONAL LICENSE

LICENSE YEAR: 2005-2006  
 LICENSE NUMBER: 041755



Location  
 24017 PRODUCTION CIR  
 BONITA SPRINGS FL 34135

KENT TECHNOLOGIES INC  
 KENT TECHNOLOGIES INC  
 24017 PRODUCTION CIR  
 BONITA SPRINGS FL 34135

**EXPIRES: SEPTEMBER 30, 2006**

Is hereby licensed at above address to engage in the business,  
 profession or occupation of:  
**BUSINESS SERVICE**

**THIS IS NOT A BILL - DO NOT PAY**

PAID 191654-1-1 08/25/2005 10:44:37  
 JYM1 \$50.00

**THIS LICENSE VALID ONLY WHEN RECEIPTED BY  
TAX COLLECTOR**





# Kent Technologies

*"Enabling Information to Flow at the Speed of Business"*

---

To whom it may concern:

RE: Kent Technologies State Licensing

Here is our state of Florida Electrical Specialty and State Electrical License numbers:

Florida State Electrical License

ER13012847

Current, Active

08/31/2006

Florida State Electrical Specialty License

ES0000263

Current, Active

08/31/2006

For any questions regarding these policies or for additional information please contact;

Tom Esch

RCDD, PMP, PhD

Master Electrician

239-949-9334

**IMSA**

Traffic Signal Certification Program

Thomas J. Esch, Ph. D.

is Hereby Certified as a

Traffic Signal Electrician Level II

by completing all requirements and examination.



82931

<u>Cert #</u>	<u>Date</u>	<u>Good Thru</u>	<u>Mailep E. Lawrence</u>
BE_82931	09/23/05	09/23/08	EXECUTIVE DIRECTOR

**IMSA**

Traffic Signal Certification Program

Thomas J. Esch, Ph. D.

is Hereby Certified as a

Traffic Signal Technician Level II

by completing all requirements and examination.



82931

<u>Cert #</u>	<u>Date</u>	<u>Good Thru</u>	<u>Mailep E. Lawrence</u>
3B_82931	09/23/05	09/23/08	EXECUTIVE DIRECTOR

**IMSA**

Florida Intermediate Work Zone Course

Thomas J. Esch, Ph. D.

is Hereby Certified as a

Florida Intermediate Work Zone Specialist

by completing all requirements and examination.



82931

Provider #062

<u>Cert #</u>	<u>Date</u>	<u>Good Thru</u>	<u>Mailep E. Lawrence</u>
ZZ_FL_82931	09/23/05	09/23/08	EXECUTIVE DIRECTOR

**IMSA**

Traffic Signal Certification Program

Thomas J. Esch, Ph. D.

is Hereby Certified as a

Traffic Signal Technician Level I

by completing all requirements and examination.



82931

<u>Cert #</u>	<u>Date</u>	<u>Good Thru</u>	<u>Mailep E. Lawrence</u>
AA_82931	09/23/05	09/23/08	EXECUTIVE DIRECTOR



STATE OF FLORIDA AC# 1460852  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ER13012847 06/23/04 030743040

REG ELECTRICAL CONTRACTOR  
ESCH, THOMAS JAMES PH D  
KENT TECHNOLOGIES INC  
(INDIVIDUAL MUST MEET ALL LOCAL LICENSING REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

HAS REGISTERED under the provisions of Ch.489  
Expiration date: AUG 31, 2006 L04062303146

Member Card

Thomas J. Esch, PhD, PMP, RCDD

NUMBER 110421 2534



advancing information transport systems



# Kent Technologies

*"Enabling Information to Flow at the Speed of Business"*

To: Mr Chris Jeffcoat  
Division of Purchasing  
Lee County

July 18, 2006

Re: Traffic Cable and Installation  
Lee County Quote Q-060449  
Kent Technologies and Corning Agreement

Dear Sir

Be advised that Kent Technologies, Inc has entered into a contractual agreement with Corning to provided the terminations, Testing and certification of the installed Fiber cabling contained within this contract. All Corning techs will have their required Corning Certifications.

Corning has agreed to offer their Extended Warranty Program through the use of their crews to certify the installation.

If you have any questions please feel free to contact Lisa Watts, Sales Engineer for the State of Florida at 407-786-9271.

*Wally Hedman*

Kent Technologies PM  
BICSI/RCDD/NTS, MS/MCP  
239-949-9334 xx 4455  
239-272-6950 cell

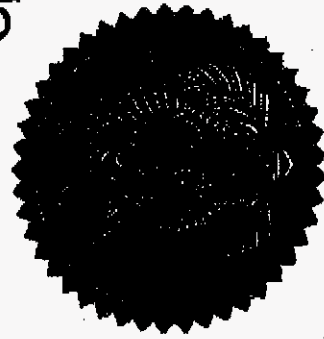
This Document is Proof that on This Day

February 11, 2005

DARYLL KERNS

Successfully Completed  
**Corning Cable Systems**  
TS LAN 500

"Hands-On Comprehensive Installation Technology Course for  
Optical Multimode and Single-mode  
Local Area Networks"



*Ron W. Erickson*  
Instructor

*Lynn Ovation*  
Supervisor, Training Services

*Chris A. Buer*  
Manager, Training Services

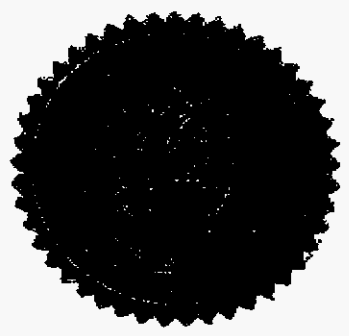
**This Document is Proof that on This Day**

**August 27, 2004**

*Patricia K. Hanlon*

**Successfully Completed**  
**Corning Cable Systems**  
**TS LAN DESIGN 500**

**"Fiber Optic Design Course for Multimode  
and Single-mode Networks"**



*[Signature]*  
Instructor

*Lynn Austin*  
Supervisor, Training Services

*Chris Burel*  
Manager, ES Training

# SIECOR

## Certificate of Achievement

This Document is Proof of the  
Undersigned's Training Accomplishment  
by Successfully Completing

TR-07-S

"Fiber Optic Installation and  
Splicing for LAN, Building and  
Campus Applications"

Paul W. McElroy  
Signature of Attendee

02 MAR 95  
Date

Paul Selmeroff  
Instructor

Scott M. Anderson  
Training & Marketing Supervisor

  
WTS SOLUTIONS  
Engineering Services

Eric G. Harty  
Manager, Engineering Services

The professional designation of

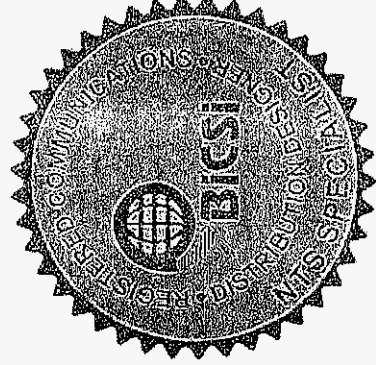
# RCCIDD/NTS

SPECIALTY

is awarded to

**Walter R. Hedman**

by BICSI® A Telecommunications Association, in recognition of having successfully completed BICSI's registration and examination requirements.



*[Signature]*  
President, BICSI

Issued

August 30, 2004

Expires

December 31, 2006

*[Signature]*  
Executive Director, BICSI

The professional designation of

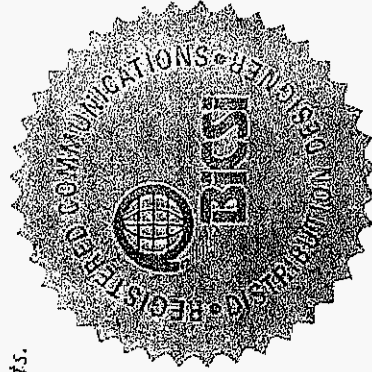
**RCDD**<sup>®</sup>

REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER

is awarded to

*Marvin G. Nunley*

by BICSI, A Telecommunications Association, in recognition of having successfully completed BICSI's registration and examination requirements.



*John Bergeson*  
President, BICSI

*Alfred J. Kuehn*  
Executive Director, BICSI

Issued

January 1, 2003

Expires

December 31, 2005



*The professional designation of*

# RCDD

REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER

*is awarded to*

## Timothy E. Beckman

*by BICSI, A Telecommunications Association, in recognition of having successfully completed BICSI's registration and examination requirements.*

*Issued*

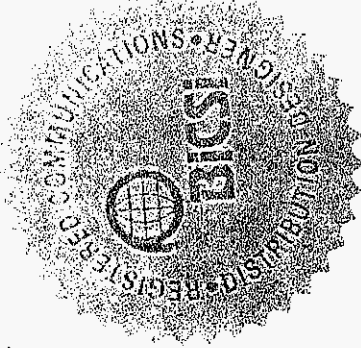
January 1, 2004

*Expires*

December 31, 2006

*John Bergeson*  
President, BICSI

*Robert L. Fisher*  
Executive Director, BICSI





**VII. EMERGENCY REPAIR RESPONSE TIME**

Companies submitting this prequalification must be able to provide 2-hour or less response times to perform emergency on-site repairs.

Do you meet the requirements of item VII? XXX YES or \_\_\_\_\_ NO

Kent Technologies maintains a 24x7x365 NOC (Network Operations Center) in Bonita Springs that monitors and maintains client voice and data networks across the United States. As a normal course of business we provide 2 and 4-hour responses to trouble tickets by dispatching upwards of 800 qualified voice and data technicians nationwide for Fortune-500 clients and in support of other service providers, e.g. BlackBox/Norstan, IBM, SBC, and Equant. These services are provided to many local clients as well, including Collier County School District, Collier County Government, and Collier County Traffic Operations. In addition to our network engineers and technical staff, we have over ten fiber cabling technicians, thirty OSP conduit and cabling technicians, forty signalization and street lighting technicians, located within 50 miles of Fort Myers that are trained in the installation and repair of copper, fiber, traffic, voice, data, and wireless systems for emergency response.

Dispatch of these technicians can be accomplished via a secure online Web interface, email, fax, or telephone, 24X7, depending on the client's specific requirements. The status of all dispatches can be viewed online as well. Please see Appendix for additional NOC information.

**VIII. LOCATION**

Vendor must have a location within a 50-mile radius of downtown Fort Myers, Florida.

Location of facility: Bonita Springs, Florida 34135

Distance: 18 Miles

Address: 24017 Production Circle

Do you meet the requirements of item VII? XXX YES or \_\_\_\_\_ NO



# Kent Technologies

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## Emergency Call-Out Process and Escalation Information

Kent Technologies maintains a 7x24x365 Network Operations Center in Bonita Springs, Florida serving our client base locally and nationally. Our dispatchers have access to our Technicians and can provide 1 hour to 4 hour turn around. Our dispatchers know which crews are required for each type of problem. Our NOC sets up a internal dispatch ticket and job number so each is trackable and shows total resources required; equipment, materials, and man-hours.

The NOC can be reached either through our Emergency dispatch number; **877-KentNOC**

**877-536-8662**

**877-507-2025**

Or by FAX

Or by E-mail

**KentNOC@KentTech.com**

Michelle Garcia is our NOC Manager and first level of escalation. Michelle can be reached at any of the listing above or through the office phone number at

**239-949-9334**

**ext 4440**

Second level of escalation is Marvin Nunley at;

Or (cell phone)

**ext 4300**

**813-486-8410**

Third level of escalation is the PM, Rick Dardas

Or (cell phone)

**ext 4465**

**239-253-0587**

If needs be you can always contact Tom Esch at;

Or (cell phone)

**ext 4100**

**239-777-2547**

And of course you can always contact me.

If you have any questions or require additional information please feel free to contact me.

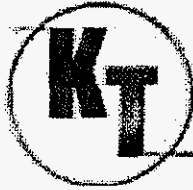
*Wally Hedman*

Kent Technologies PM

BICSI/RCDD/NTS, MS/MCP

239-949-9334 xx 4455

239-272-6950 cell



# Kent Technologies

"Enabling Information to Flow at the Speed of Light"

2006 SEP 22 PM 5:19

Director of Purchasing  
Lee County, Florida

September 21, 2006

## Formal Written Protest Q-060449 Traffic Cable and Installation

Kent Technologies hereby submits the following formal written protest to Lee County in protest of the award for Q-060449, Traffic Cable and Installation, made September 7, 2006.

### Summary of Material Facts and Disputed Issues

- A. Lee County publicly released RFQ #Q-060449, Traffic Cable and Installation with a response due date of July 18, 2006 no later than 2:30 PM.
- B. The basis for award is the "overall low quoter (Grand Total) meeting specifications."
- C. In addition to various vendor qualifications contained under Section II of the RFQ, Subsection 2 – Corning Cable contained the follow items:
  - a. Vendor must be able to provide Corning brand fiber cable.
  - b. Vendor must be an authorized Extended Warranty Partner with Corning. (please provide certificate)
  - c. Vendor must have Corning Design Course (TR-07-S) Certification. (please provide certificate)
  - d. Vendor must have Corning Installation Course (TR-02) Certification. (please provide certificate)
- D. Kent Technologies responded to RFQ #Q-060449 July 18, 2006 before 2:30 PM
- E. Kent's quote was the lowest of the following three respondents:
 

a. Kent Technologies -	\$2,679.41
b. Precision Contracting Services -	\$3,640.80
c. Fiber Solutions -	\$4,099.08
- F. Kent complied with the requirements set forth in the RFQ and responded in accordance to Subsection 2 – Corning Cable by way of a valid and current Extended Warranty Program member option extended to Kent by Corning and by presentation of the current and correct course certifications.



G. Kent received a faxed copy of the Intent to Award Quote #Q-060449 letter on September 7, 2006 advising of the award decision as follows:

- a. Kent Technologies quotation - Rejected because Kent did not have an Extended Warranty Program (EWP).
- b. Precision Contracting quotation - Rejected because Precision did not have an office within 50 miles of Lee County.
- c. Fiber Solutions quotation - determined as meeting all specification and awarded the contract.

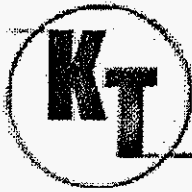
H. Therefore, Kent Technologies formally protest the rejection of our quotation and subsequent award decision based on the following facts:

- a. Kent did have a valid Extended Warranty Program (EWP) in effect and agreement in place with Corning, and continues to have the same in place, authorizing Kent to fully participate and extend the Extended Warranty Program to its customers for installations eligible for coverage under the EWP. Accordingly, Kent should be rightfully awarded the subject Traffic Cable and Installation contract.
- b. The EWP is not available or relevant to customer projects others than "Private Network or Premise Cabling Solution" installations. Specifically, installations that are part of Lee County's Traffic Control Systems, ATMS or ITS communication infrastructures are not eligible for coverage under the Corning EWP. In fact, no EWP member can extend or offer the EWP for Lee County Traffic Control System installations. Therefore, notwithstanding the EWP in effect and authorization extended to Kent by Corning in item H(a) above, Kent contends that its quotation should also not be rejected for reasons of a specific extended warranty program association that is not relevant or available with respect to the products, installations, systems or work required under the Traffic Cable and Installation contract.

#### **Additional Facts, Information, Clarifications and Ground for Protest**

Our facts, information, clarifications, and grounds for this protest include, but are not limited to the following:

1. The status of "authorized Extended Warranty Partner" as specified in the RFQ does not exist. The correct designation for Corning's warranty program is an Extended Warranty Program (EWP) member; also referred to as Certified Member. (See Exhibit-1 in this response, and Page-21 of the Q-060449 RFQ)
2. The required training courses/certifications specified in the RFQ are no longer available. The current courses and respective certifications held by Kent are as follows:
  - a. TS-LAN-400 replaces TR-07
  - b. TS-LAN-Design-500 replaces TR-02



# Kent Technologies

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- c. The TS designations are current Corning training courses/certifications. The TR designations are legacy Corning/Siecor training courses/certifications that are no longer available.
3. The disqualification criteria contained in the Intent to Award Quote #Q-060449 dated September 7, 2006 that states "Kent does not have an Extended Warranty Program" is materially and factually incorrect. (See Exhibit-2)
4. Kent is in fact eligible and authorized to participate as a Corning Extended Warranty Program (EWP) member. As an Extended Warranty Program member, Kent is certified for installation of Corning products and authorized to offer the EWP to specified customers for projects and installations eligible for coverage under Corning's warranty programs. (See Exhibits 3 and 4.)
  - a. Kent obtained said authorization and membership compliance by agreement with Corning Cable Systems in advance of submitting our bid response to Lee County for Q-060449 Traffic Cable and Installation.
  - b. Several months prior to public release of the Lee County Q-060449 RFQ, Kent began the standard Corning EWP membership application process and manufacturer training in preparation for a large Corning Fiber installation project at Ave Marie University.
  - c. Based on available Corning program options, Kent's training, BICSI certifications and substantial fiber experience, Corning agreed to extend interim Extended Warranty Program membership and program authorization to Kent to bridge the standard application process. Terms of this agreement included Kent's use of Corning Engineering Services as needed in addition to trained Kent personnel. Additionally, Kent agreed to provide any additional training or documentation that may be requested by Corning.
  - d. Under our Extended Warranty Program agreement, Kent receives the same authorization and support from Corning as any other EWP member. Accordingly, Kent is able to provide Corning product installations and extend EWP to customers for projects and installations that are eligible for coverage under Corning's warranty programs.
  - e. Kent and Corning directly discussed the Corning EWP and training related requirements as outlined in the Lee County Q-060449 RFQ prior to submission of Kent's bid response. Corning agreed that, under the terms of our agreement, Kent would meet the "Extended Warranty Partner" qualification criteria, which we interpreted to mean more correctly "Extended Warranty Program." However, Kent also learned that EWP members are not allowed to offer the extended warranty program for the subject RFQ and related traffic control system installations (See paragraph-5 below). Corning advised the only possibility of obtaining an extended warranty (if



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available at all) must be offered directly by Corning and requires direct engagement of their Engineering Services resources.

- f. The use of Corning's Engineering Services was clearly available and congruent with our EWP agreement, so Kent's position was that our approach of using Corning's Engineering Services as needed was one that more closely approached the EWP requirement and intended warranty benefit of the RFQ than what an EWP member could independently offer.
  - g. Printed copies of Extended Warranty Program member certificates are not issued by Corning until completion of the entire standard Extended Warranty Program process. However, Corning may provide to Kent, on a customer-by-customer basis, letters (Exhibit-3 and 4) that clearly confirm the following:
    - i. "Kent Technologies is a Corning Systems LANscape Solution Extended Warranty Program (EWP) member certified for installations with a stated customer"
    - ii. "The warranty extended by Kent Technologies assures installation owners that their fiber-optic cabling solution, built from high quality Corning Cable Systems products and installed by certified EWP member, provides the optical transmission bandwidth specified by ANSI/TIA/EIA-568 over an extended period of time."
  - h. Since the traffic control fiber optic cable systems associated with Q-060449 are not eligible for coverage by an EWP member, Corning could not offer a letter confirming Kent's EWP membership and authorization to provide an extended warranty for the subject installations. Additionally, Kent intended to utilize Corning Engineering Services on this engagement per our EWP agreement with Corning and to facilitate any possibility of obtaining an extended warranty for the subject traffic control related installations. Therefore, Kent submitted a letter with our bid response advising the same.
  - i. Kent has continued to meet the terms our agreement, including the use of Corning Engineering Services where applicable and obtaining all requisite Corning training and certifications.
5. Pursuant to Corning's EWP rules, no Extended Warranty Program member is eligible to authorize or offer the EWP for projects or systems other than those installed in a Private Network or as a Premise Cabling Solution. Specifically, installations that are part of Lee County's Traffic Control Systems, ATMS or ITS communication infrastructures are not eligible for coverage under the Corning EWP. Therefore, notwithstanding Kent's authorization to participate in the Extended Warranty Program as member and our approval to offer the Corning EWP as clarified in item four above, we further contend that the EWP requirement is not congruent or applicable with respect to the RFQ intent and purpose. Accordingly, a



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rejection of our bid response based on the EWP requirement itself would needlessly and unfairly exclude Kent from an opportunity to service Lee County and overly restrict our ability to perform work on a contract that we are fully trained, qualified and experienced to do.

6. Kent Technologies' grand total price, as indicated in the bid tabulation sheet, dated July 18, 2006, is substantially less than all competing vendors. (See Exhibit 5.)

### **Requested Relief**

Kent does have an Extended Warranty Program in effect and is in full conformance with all other requirements set forth in the RFQ. Therefore, we strongly contend that, as the lowest responsive and qualified bidder, Kent Technologies should be the primary award on contract #Q-060449 for Traffic Cable and Installation.

We certainly value our relationship with Lee County Government and we appreciate the opportunity to review this matter and share additional facts, information and clarification relevant to the RFQ, our quotation and award. I look forward to discussing the issues in more detail with Dispute Committee. Please do not hesitate to contact me should you have any additional questions in the meantime.

Sincerely,

Thomas Esch, PhD, PMP, RCDD  
President

### **Exhibits**

Exhibit 1 - Corning Extended Warranty (EWP) explanation guide for installation owners

Exhibit 2 - Intent to Award Quote #Q-060449 letter dated September 7, 2006





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Exhibit 3 - Letter requested from Corning specific to Lee County projects confirming Kent is an Extended Warranty Program member certified for the installation taking place for the Lee County Campus projects. Again, the EWP is only available for private networks and campus fiber cabling solutions; not traffic control related installations. Accordingly, the letter states "campus project" to cover those that may exist for Lee County.

Exhibit 4 - Additional letter from Corning provided for another major area project and confirming Kent is an Extended Warranty Program member certified for installations taking place at Ave Marie University.

Exhibit 5 - Lee County quote tabulation for Q-060449 Traffic Cable and Installation



Corning Cable Systems  
**LANscape**  
 EXTENDED WARRANTY PROGRAM



## Corning Cable Systems LANscape® Solutions Extended Warranty<sup>SM</sup> Program

2006 SEP 22 PM 3 19

### Program Explanation for Installation Owners

#### *Introduction*

Corning Cable Systems LLC, a leading manufacturer of fiber optic cabling products, developed the **Corning Cable Systems LANscape® Solutions Extended Warranty<sup>SM</sup> Program** in 1989 with major revisions in 1995 and 2002. This program is designed exclusively for installers of fiber optic cabling products for private networks or customer premises communications networks.

Under the **Corning Cable Systems LANscape Solutions Extended Warranty Program**, Corning Cable Systems certifies approved installers to install Corning Cable Systems fiber optic cabling products and enables them to take advantage of other services from Corning Cable Systems.

Installer members receive a number of benefits once formally certified for membership in the **Corning Cable Systems LANscape Solutions Extended Warranty Program** by completing the required materials and fulfilling program training requirements.

#### *Extended Product Warranty for Covered Corning Cable Systems Products*

Corning Cable Systems LLC ("**Corning Cable Systems**") warrants to the owner of the installation ("**Owner**"), that subject to the terms, conditions and limitations stated herein, Corning Cable Systems, at its sole option; shall repair or replace any **Covered Corning Cable Systems Products** installed in a **Private Networks or Premises Fiber Cabling Solution** by a **Certified Member** of the LANscape Solutions Extended Warranty Program that fail to meet Corning Cable Systems' published specification for such **Covered Corning Cable Systems Products**, as originally installed: The **Extended Warranty** ensures compliant performance of Corning Cable Systems LANscape Solutions Products selected in accordance with ANSI/TIA/EIA-568, Commercial Building Telecommunications Cabling Standard, and ANSI/IEEE Std. 802.3, Standard for Carrier Sense Multiple Access with Collision Detection (CSMA/CD) Access Method and Physical Layer Specifications. The most current revision level for each domestic industry standard will be applicable. This extended warranty shall apply for a period of twenty-five (25) years total for installations consisting only of **Covered Corning Cable Systems Products**, commencing on the earlier of: the date of the completed installation (subject to final inspection and acceptance of the installation by Corning Cable Systems or a **Certified Member** of the **Program**.)

This extended warranty covers only the repair or replacement, at Corning Cable Systems' sole option, of **Covered Corning Cable Systems Products** and does not include any obligation to install any products or pay for any labor or other associated charges. In any event, Corning Cable Systems' obligations hereunder shall not exceed the original price of the **Covered Corning Cable Systems Products**.

**Corning Cable Systems' warranties, obligations and liabilities, and owner's remedies stated herein are exclusive. There are no warranties, either expressed or implied, which extend beyond the face hereof; there is no warranty of merchantability or fitness for a particular purpose. Corning Cable Systems shall not be liable for any special, incidental, consequential or other damages, including, but not limited to, loss of profits or revenues or damage to other goods.**

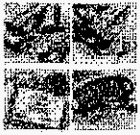
#### **Additional Terms, Conditions and Limitations:**

1. Installer shall complete and submit to Corning Cable Systems the *Warranty Registration Form* as attached to the Contract as Exhibit B within sixty (60) days after the date of completed installation. The extended warranty shall be valid **only** if the *Warranty Registration Form* is completed and returned to Corning Cable Systems within this sixty (60) day period. Installer must provide Corning Cable Systems with written notice within thirty (30) days of the discovery of any failure of the **Covered Corning Cable Systems Products** to make a claim under the extended warranty.



**CORNING**  
 Discovering Beyond Imagination

**MOREProductivity...MOREBandwidth...MOREProtection...MORSupport...MOREComplete...MOREExperience.**



Corning Cable Systems  
**LANscape**  
EXTENDED WARRANTY PROGRAM



## Corning Cable Systems LANscape® Solutions Extended Warranty<sup>SM</sup> Program

2. This extended warranty shall be null and void if any product failures are caused by improper installation, repairs or alterations, failure to use reasonable care in maintaining the **Covered Corning Cable Systems Products**, or Owner's failure to comply with all terms and conditions of the extended warranty, or if the **Covered Corning Cable Systems Products** are damaged by natural disasters, negligence, accident or misuse, including malfunction of other products.
3. Installation Owner interface and warranty claims shall be handled as provided in Exhibit D to this Contract. In addition, Corning Cable Systems and its agents shall have the right to inspect the installed **Covered Corning Cable Systems Products** during the term of this extended warranty.
4. Corning Cable Systems shall have no obligation hereunder until all bills related to the **Covered Corning Cable Systems Products** have been paid in full to Corning Cable Systems, members of the **Program** and their material suppliers.
5. Corning Cable Systems' failure at any time to enforce any provision hereof shall not be construed to be a waiver of such provision.
6. This extended warranty supersedes all other warranties related to the **Covered Corning Cable Systems Products**.

### *Definitions*

**"Covered Corning Cable Systems Products"** shall mean new fiber optic cable, interconnection and splice hardware, mechanical splicing products and field-installable connectors listed in Corning Cable Systems' most current *LANscape® Solutions Fiber Optic Products Catalog* or any official supplement of this catalog released by Corning Cable Systems, in each case when supplied by **Corning Cable Systems** and used in a **Private Networks or Premises Fiber Optic Cabling Solution**. **Covered Corning Cable Systems Products** shall not include test equipment, fusion splicers, tool kits, patchcords/cable assemblies, free-space optics components, active components or software products.

**"Private Networks or Premises Fiber Optic Cabling Solutions"** shall mean the passive optical cabling components necessary to complete a permanently installed optical communications link between equipment rooms and working stations or end nodes within a commercial or industrial building or campus of buildings that are limited in scope by the definitions of the most current revision level of ANSI/TIA/EIA-568, and where the fiber cabling solution is owned and operated by the owner or tenant of the building or campus for the sole purpose of communications within the building or campus.

**"Program"** shall mean the **Corning Cable Systems LANscape Solutions Extended Warranty<sup>SM</sup> Program**, as amended from time to time.

**"Certified Member"** shall mean members who have signed and submitted the **Corning Cable Systems LANscape Solutions Extended Warranty Program** contract and completed the required training courses identified by **Corning Cable Systems**, including any updated training as may be required by **Corning Cable Systems**. In the event the **Installer** has multiple branch offices, each branch office must meet the criteria for membership into the **Program**.

**"Trademarks"** shall mean the **Corning Cable Systems** trade name, trademark and service and all trademarks for the **Covered Corning Cable Systems Products**, or any variation, abbreviation, part or any combination thereof, or similar thereto, together with all applications to register and registrations of such names or marks or any other name or mark of which notice is later provided to **Installer** by **Corning Cable Systems**.



**MOREProductivity...MOREBandwidth...MOREProtection...Moresupport...MOREComplete...MOREExperience.**



### *Membership Benefits*

#### **1. Expert Assistance**

Limited proposal and design engineering assistance may be made available to certified installer members of the LANscape® Solutions Extended Warranty<sup>SM</sup> Program from the fiber optics support staff at Corning Cable Systems. Our trained engineering staff can provide guidance during any phase of the private networks or premises cabling installation.

#### **2. Support Materials**

As members of the **Corning Cable Systems LANscape Solutions Extended Warranty Program**, certified installers may receive support materials regarding system development and installation of Corning Cable Systems **LANscape Solutions Private Networks or Premises Fiber Optic Cabling Solutions**. These materials include Corning Cable Systems' installation procedures, the industry's first fiber optic design guide, product catalogs and promotional literature.

### *Membership Requirements*

#### **1. Training**

Installers seeking to participate in the **Corning Cable Systems LANscape Solutions Extended Warranty Program** are required to attend the identified Corning Cable Systems Installation and Design training courses.

#### **2. Contract**

Installers invited into **Corning Cable Systems LANscape Solutions Extended Warranty Program** must complete and sign the Corning Cable Systems LANscape Solutions Extended Warranty Program Contract.

#### **3. Recertification**

Membership shall be for one-year intervals, subject to revocation for the following reasons:

- Installer's failure to follow Corning Cable Systems standard recommended procedures
- Report of dissatisfaction with installer from installation owner
- Installer has ceased business, been adjudged bankrupt or insolvent under the laws of any country, made an assignment for benefit of creditors, filed a petition in bankruptcy or for reorganization, or if there should be any transfer of material controlling interest in, or a material change in management.
- Installer breaches the confidentiality provisions of the Corning Cable Systems LANscape Solutions Extended Warranty Program Contract
- Expiration of the Corning Cable Systems LANscape Solutions Extended Warranty Program Contract

#### **4. Qualified On-site Personnel**

All installations for which the Corning Cable Systems LANscape® Solutions Extended Product Warranty must be designed by or reviewed by the certified member company's personnel who have successfully completed the identified Corning Cable Systems Engineering Services Design Course within the two-year eligibility period, and a minimum of 80% of on-site supervision of the work must be performed by personnel who have successfully completed the identified Corning Cable Systems Engineering Services Installation Course requirements within the two-year eligibility period.





Corning Cable Systems  
**LANscape**  
EXTENDED WARRANTY PROGRAM



## Corning Cable Systems LANscape® Solutions Extended Warranty<sup>SM</sup> Program

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### 5. Procedures

Corning Cable Systems provides installers with recommended installation procedures for all fiber optic products for **Private Networks or Premises Fiber Optic Cabling Solutions**. The installer must guarantee that each installation where the Corning Cable Systems LANscape® Solutions Extended Product Warranty is offered will be performed in accordance with these standard procedures. The installer agrees to keep copies of all submitted documentation, for the period of the extended warranty, and to make them available to Corning Cable Systems upon request. The following materials must be submitted to Corning Cable Systems for the Extended Warranty: completed (in full) *Warranty Registration Form*; installation design drawings, blueprints or diagrams showing Corning Cable Systems parts, installed in the specific project; bill of materials showing part numbers of **Covered Corning Cable Systems Products** installed; end-to-end attenuation test results for complete installation in electronic format. OTDR test device results, or other test results as required by Corning Cable Systems Recommended Procedures, in electronic format from approved testing device or in printed format should be kept on file at the installer's place of business.

### 6. Extended Warranty Registration

Within sixty (60) days of installation completion, the installer must submit to Corning Cable Systems the *Warranty Registration Form* (attached). The Corning Cable Systems LANscape Solutions Extended Product Warranty is valid only if this form is completed in full and returned to Corning Cable Systems within sixty (60) days of the installation completion. *Warranty Registration Forms* submitted after the 60-day period will not be processed.

### 7. Certificate and Registration Number

Corning Cable Systems will issue a Certificate with a registration number for the specific installation to both the Corning Cable Systems LANscape Solutions Extended Warranty Program<sup>SM</sup> (EWP) member and to the installation owner. The installation owner and EWP member shall use this registration number when making any claims based on the extended warranty. The certificate will indicate that the warranty period is twenty-five (25) years.



**CORNING**  
Discovering Beyond Imagination

**MOREProductivity...MOREBandwidth...MOREProtection...Moresupport...MOREComplete...MOREExperience.**



**LEE COUNTY**  
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

2006 SEP 22 PM 3 19

Exhibit 2

Writer's Direct Dial Number (239) 344-5458

Bob Jones  
District One

Charles R. St. Cery  
District Two

September 7, 2006

Roy Judah  
District Three

Tammy Hall  
District Four

Tom Esch-Kent Technologies, Inc.  
Rodney A. Lavoie-Fiber Solutions of S.W. Fl.  
Sara Boyd-Precision Contracting Services, Inc.

John F. Albion  
District Five

Donald D. Sitwell  
County Manager

David M. Owen  
County Attorney

ENCLOSURE: QUOTE TABULATION  
RE:QUOTE # Q-060449 Traffic Cable and Installation

Diana M. Parker  
County Hearing  
Examiner

Dear Vendors:

After thoroughly reviewing all of the quotations received, Purchasing would like to communicate Lee County's intent to award Quote # Q-060449, to Fiber Solutions of S.W. Florida meeting all specification requirements.

Lee County DOT reviewed the vendor qualifications and found two vendors did not meet the requirements of the specification. Kent Technologies does not have an extended warranty program with Corning and Precision Contracting Services, Inc. does not have an office within a 50 mile radius of downtown Ft. Myers.

Failure to follow the bid protest procedure requirements within the time frames prescribed in the General Conditions of Quote # Q-060449, as established by Lee County Board of County Commissioners, Lee County, Florida, shall constitute a waiver of your protest and any resulting claims.

Please find enclosed a quote tabulation. Purchasing values your continued interest in doing business with Lee County.

Sincerely,  
Division of Purchasing

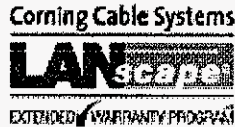
Chris Jeffcoat-Purchasing Agent

002/002

LEE CO. PURCHASING

08/07/2006 08:36 FAX 239 344 5460

FORMAL QUOTATION #Q-060449 OPENING DATE: JULY 18, 2006 BUYER: CHRIS JEFFCOAT	LEE COUNTY, FLORIDA TABULATION SHEET FOR TRAFFIC CABLE AND INSTALLATION		
VENDORS	KENT TECHNOLOGIES	FIBER SOLUTIONS	PRECISION CONTRACTING SERVICES, INC
COPIES PROVIDED	YES	YES	YES
ADDENDUM ACKNOWLEDGED	YES	YES	YES
TO BE STARTED WITHIN	1	1	AS REQUIRED
GRAND TOTAL	\$2,679.41	\$4,099.08	\$3,640.80
OPTION A: PRICE PER HOUR	\$55.00	\$48.00	\$75.00
OPTION B: PRICE PER HOUR	\$73.50	\$60.00	\$100.00
OPTION C: PRICE PER HOUR	\$98.00	\$72.00	\$125.00
OPTION D: PRICE PER HOUR INSTALLED	\$55.00	\$48.00	\$75.00
OPTION E: PRICE PER HOUR INSTALLED	\$75.00	\$48.00	\$75.00
LOCAL VENDOR PREFERENCE	YES	YES	NO
MODIFICATIONS	NO	NO	NO
QUOTE SIGNED	YES	YES	YES
Meets Specifications	NO	YES	NO
Occupational License Number	41755	9803231	N.A.
<b>NO BIDS</b>			
CLIFFORD OF VERMONT			
POSTING TIME/DATE			
FROM: /			
UNTIL: /			
BY:			



Corning Cable Systems  
Extended Warranty<sup>SM</sup> Program  
PO Box 489  
Hickory, NC 28633  
1-800-743-2675  
Fax: 1-828-901-5488  
www.corning.com/cablesystems/ewp

2006 SEP 22 PM 3:19

September 20, 2006

To Whom It May Concern,

We are pleased to confirm that Kent Technologies of Fort Myers, FL is a Corning Cable Systems LANscape Solutions Extended Warranty<sup>SM</sup> Program (EWP) member certified for the installation taking place for the Lee County Campus project in FL. The warranty extended to Kent Technologies assures installation owners that their fiber-optic cabling solution, built from high quality Corning Cable Systems products and installed by a certified EWP member, provides the optical transmission bandwidth specified by ANSI/TIA/EIA-568 over an extended period of time.

Specifically, system and product performance is covered through Corning Cable Systems' 25-Year Extended Product Warranty. Covered Corning Cable Systems Products include fiber-optic cable, interconnection and splice hardware, mechanical splicing products and field-installable connectors that are manufactured by Corning Cable Systems and listed in Corning Cable Systems' most current LANscape Solutions Fiber-Optic Products Catalog or any official supplement of the catalog released by Corning Cable Systems.

This warranty is available through Kent Technologies for installations that have been sub-contracted as long as Kent Technologies personnel, trained in the required Customer Training Courses identified by Corning Cable Systems, are responsible for reviewing and/or creating the system designs verifying that Corning Cable Systems' recommended procedures are followed for all fiber-optic portions of the project.

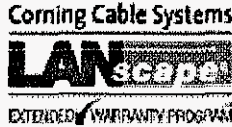
If you have questions regarding the LANscape Solutions Extended Warranty Program or the 25-Year Extended Warranty available through Kent Technologies, FL, please feel free to call me at 1-800-743-2671, extension 5982.

Sincerely,

A handwritten signature in cursive script that reads "Melanie A. Crafton".

Melanie A. Crafton  
Marketing Communications Specialist  
EWP Operations





Corning Cable Systems  
Extended Warranty<sup>SM</sup> Program  
2005 SEP 22 11:03 19  
1-800-743-2675  
Fax: 1-828-901-5488  
www.corning.com/cablesystems/ewp

August 30, 2006

To Whom It May Concern,

We are pleased to confirm that Kent Technologies, FL, is a Corning Cable Systems LANscape Solutions Extended Warranty<sup>SM</sup> Program (EWP) member certified for the installation taking place for the Ave Maria University in FL. The warranty extended to Kent Technologies assures installation owners that their fiber-optic cabling solution, built from high quality Corning Cable Systems products and installed by a certified EWP member, provides the optical transmission bandwidth specified by ANSI/TIA/EIA-568 over an extended period of time.

Specifically, system and product performance is covered through Corning Cable Systems' 25-Year Extended Product Warranty. Covered Corning Cable Systems Products include fiber-optic cable, interconnection and splice hardware, mechanical splicing products and field-installable connectors that are manufactured by Corning Cable Systems and listed in Corning Cable Systems' most current LANscape Solutions Fiber-Optic Products Catalog or any official supplement of the catalog released by Corning Cable Systems.

This warranty is available through Kent Technologies for installations that have been sub-contracted as long as Kent Technologies personnel, trained in the required Customer Training Courses identified by Corning Cable Systems, are responsible for reviewing and/or creating the system designs verifying that Corning Cable Systems' recommended procedures are followed for all fiber-optic portions of the project.

If you have questions regarding the LANscape Solutions Extended Warranty Program or the 25-Year Extended Warranty available through Kent Technologies in Bonita Springs, FL, please feel free to call me at 1-800-743-2671, extension 5982.

Sincerely,

A handwritten signature in cursive script that reads "Melanie A. Crafton".

Melanie A. Crafton  
Marketing Communications Specialist  
EWP Operations



**LEE COUNTY**  
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

2006 SEP 22 PM 3 19  
2006 SEP 22 PM 3 19

Writer's Direct Dial Number: (239) 344-5458

Bob James  
District One

Douglas R. St. Cerny  
District Two

Ray Judah  
District Three

Tammy Hall  
District Four

John E. Albion  
District Five

Donald D. Stilwell  
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County Attorney

Dina M. Parker  
County Hearing  
Examiner

September 7, 2006

Tom Esch-Kent Technologies, Inc.  
Rodney A. Lavoie-Fiber Solutions of S.W. Fl.  
Sara Boyd-Precision Contracting Services, Inc.

ENCLOSURE: QUOTE TABULATION  
RE:QUOTE # Q-060449 Traffic Cable and Installation

Dear Vendors:

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Failure to follow the bid protest procedure requirements within the time frames prescribed in the General Conditions of Quote # Q-060449, as established by Lee County Board of County Commissioners, Lee County, Florida, shall constitute a waiver of your protest and any resulting claims.

Please find enclosed a quote tabulation. Purchasing values your continued interest in doing business with Lee County.

Sincerely,  
Division of Purchasing

Chris Jeffcoat-Purchasing Agent

FORMAL QUOTATION #Q-060449		LEE COUNTY, FLORIDA TABULATION SHEET		
OPENING DATE: JULY 18, 2006		FOR		
BUYER: CHRIS JEFFCOAT		TRAFFIC CABLE AND INSTALLATION		
VENDORS	KENT TECHNOLOGIES	FIBER SOLUTIONS	PRECISION CONTRACTING SERVICES, INC	
COPIES PROVIDED	YES	YES	YES	
ADDENDUM ACKNOWLEDGED	YES	YES	YES	
TO BE STARTED WITHIN	1	1	AS REQUIRED	
GRAND TOTAL	\$2,679.41	\$4,099.08	\$3,640.80	
OPTION A: PRICE PER HOUR	\$55.00	\$48.00	\$75.00	
OPTION B: PRICE PER HOUR	\$73.50	\$60.00	\$100.00	
OPTION C: PRICE PER HOUR	\$98.00	\$72.00	\$125.00	
OPTION D: PRICE PER HOUR INSTALLED	\$55.00	\$48.00	\$75.00	
OPTION E: PRICE PER HOUR INSTALLED	\$75.00	\$48.00	\$75.00	
LOCAL VENDOR PREFERENCE	YES	YES	NO	
MODIFICATIONS	NO	NO	NO	
QUOTE SIGNED	YES	YES	YES	
Meets Specifications	NO	YES	NO	
Occupational License Number	41755	9803231	N.A.	
<b>NO BIDS</b>				
CLIFFORD OF VERMONT				
POSTING TIME/DATE				
FROM: /				
UNTIL: /				
BY:				

# Merchants Bonding Company

BID BOND 2006 SEP 22 PM 3:19  
(Percentage)

BOND No. \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, That we Kent Technologies, Inc.  
of 24017 Production Circle, Bonita Springs, FL 34135  
\_\_\_\_\_, hereinafter referred to as the Principal, and  
Merchants Bonding Company

as Surety, are held and firmly bound unto Lee County Board of County Commissioners Department  
of Public Works  
of 1825 Hendry Street, Third Floor, Fort Myers, FL 33901

\_\_\_\_\_, hereinafter referred to as the Obligee, in the amount of  
Ten Thousand and 00/100 dollars  
(\$10,000.00.), for the payment of which we bind ourselves, our legal representatives,  
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for \_\_\_\_\_  
Protest of Q-060449 Traffic Cable and Installation

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 21st day of September, 2006.

Principal

Kent Technologies, Inc.

BY: 

Surety

Merchants Bonding Company

BY: 

Molly E. Stephens

, Attorney-in-Fact

# Merchants Bonding Company

(Mutual)

## POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Walter A. Wendell, Diann Jones, David W. Drake, William J. Rothwell,  
Tammy VanderStelt, Penny L. Kirk, Bonnie Andrews, Meredith Manning, Molly E. Stephens,  
Amy D. Bird, Kay Rae Sagorski, Kimberly S. Meinema, Lisa M Dore, Mary Ann Mieras, Noelle L. Fish

of Grand Rapids and State of Michigan its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**FOUR MILLION (\$4,000,000.00) DOLLARS**

and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 16th day of January, 2006.



MERCHANTS BONDING COMPANY (MUTUAL)

By

*Larry Taylor*

President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 16th day of January, 2006, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



*Cindy Smyth*

Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 21st day of September, . 2006



*William Warner Jr.*

Secretary

## Pre-Bid for Q-060449 Traffic Cable

Attended: Vendor Reps. from Black Box and Precision Contracting and two DOT technicians (one was Mike Padgett) Chris Jeffcoat, Kathy Ciccarelli-Purchasing Agents.

Chris-Today is July 6<sup>th</sup>; this is the 8:30am Pre bid for Traffic Cable and Installation You'll note on the cover page; does everyone have a copy of the spec with them? If you don't have one I can give you one.

(Vendor) I kind of would like to have an extra one since I have to turn in back in (laughter)

Chris-If you notice on the first page it says that the opening date will be July 18<sup>th</sup>; 2006 at 2:30pm; it's always on Tuesdays at 2:30 and if you want to come to the opening that's fine, we will provide you with a tab sheet and you can keep a score of what's happening.

At any rate, you want to turn over to page 2, that's your GENERAL CONDITIONS that the county's boiler plate, I won't go thru everything on the first 13 pages, but the important part is on page 2 that's under

1-the SUBMISSION OF QUOTE we do have way we'd like you to submit it to us and that helps our lady at the front desk, uh, when she gets the package in realizes she's got a quotation in her hands because she has to stamp it and she has to put it in a sealed bid box; so this is why we want you to do it this way it's very helpful for us.

It says under A. (reads word for word what's in the spec)

Okay now the rest of the general conditions, if you haven't seen them before you might want to look them over; but when you submit your quote I would just take all of these 12 pages and just toss the general, I don't need these back. We'll talk about what pages later on I do need.

As a matter of fact, on page 14 this begins your price proposal page. (Pages turning in background) On page 14, there's not much information here, but you want to know how soon you can start the project, and then the submittals, it says return quote pages 14, 15, 16, 17, 18 and 19 and if you look at those pages those are your basic price proposal pages and that's why we want those back; and the last page 19, it's probably the most important of all because it's your signature page.

On page 15, it does start the pricing, and the first section is called Fiber Optic Cable. IT says note, installed prices quote for the various types of cables connectors, fiber bags, fiber trays and cabinets shall include all labor as well as misc hardware etc; which may be required for turn key installation. And under Fiber Optic, uh... I won't read all those items to you, but uh, there's 11 of the first section, on page 16 goes to Hybrid Fiber; there's two items in there. Twisted pairs next section, fiber optic connections, it goes to fiber base, next section is fiber trays, and fiber internet cabinets and of course the grand total which is what we're looking for on this particular quote. Then there are some optional items for labor. It specifies the hours, normal working hours, overtime and of course anything for holidays that you may have; those are optional.

Also next page, 18, Conduit Repair has two options there. Option D –labor and repair conduit pull box connectors, etc. materials provided by Lee County DOT for conduit replacement. And option E is a labor to repair damaged fiber and or copper cable and test repair.

Next thing in the price proposal, it says is your firm interested in being considered in the local vendor preference? If you do mark it yes, there is a form in the back that you will fill out for local vendor preference. It asks are there any modifications to the quoter's specifications? I hope not. I don't know why we have that in there because we're telling you what we really want, but we put it in there in the spec.

Next page 19, is the Anti -Collusion statement, we look for your signature there and please don't forget that.

Then the next page 20 begins the general information regarding this particular quote. Under SCOPE (reads word for word what's on the spec)

The next paragraph is concerning the TERM OF THE QUOTE (reads word for word what's on the spec)

Next paragraph is WORKMANSHIP (reads word for word what's on the spec)

If you haven't noticed on this package, in the back, there are these attachments, A-D and A is talking about the coming cable system; B is talking about technical specifications for the installation of fiber optic cable, C talks about computerized signal systems technical provisions, D is your maintenance of traffic certificate that you'll need.

Those you can read over at your own leisure, I won't go over those, we'll be here forever.

I want you to go back to Page 21 under CERTIFICATION (reads word by word what's in the spec)

Turn over to Page 22, we have an ESTIMATED DOLLAR VOLUME (reads word for word what's in the spec)

The next paragraph might be of importance to you, it's the PRICE ESCALATION CLAUSE we know that during the course of this contract you may some needs to increase your costs and this paragraph does address that. It says (reads word for word what 's on the spec) after reading Chris- That's true, but what I would do is probably forward over to Earl Sally in DOT and folks and they'll review it and you know, if it's agreeable to them, then most likely it will be fine; no problem.

Okay, under GENERAL WORK REQUIREMENTS (reads word for word on the spec)

DESIGNATED CONTACT (reads word for word what's on the spec)

Turn over to page 23, BASIS OF AWARD (reads word for word)

Then we go over to page 25 there is a Section II here, which is VENDOR QUALIFICATIONS (reads word for word what's on the spec) A Sample of reference

page is on page 32; when I call your references, these are the questions that I'll be asking them.

Back on page 25 INSURANCE REQUIREMENTS (reads word for word what's on the page) guide is on page 30. Our Risk Mgmt will need this. If you're awarded the quote, just give this guide to whoever your insurer is because they need to follow exactly the requirements on this certificate.

If you turn over to page 26, Section III talks about the CORNING CABLE (reads word for word what's on the spec)

PIPE REPAIRS (reads word for word what's on the spec)

BICSI CERTIFICATION (reads word for word)

On page 27, it's probably one of the more important items is number 7 EMERGENCY REPAIR RESPONSE TIME (reads word for word)

LOCATION (reads word for word)

Then on page 28, is the LOCAL VENDOR PREFERENCE if you're going to claim that just fill it out. It is up to the department whether they allow Local Vendor Preference in most cases we don't; but if they should, then it's to your benefit then you might want to fill it out.

Then on page 30 back to Insurance Requirements, page 32 Sample Reference Check form, and last page is for helping you to fill out the quotation. That's the BIDDERS CHECK LIST if you follow that, you won't have any problems. And that's about it as far as the briefing of the spec and going over what we're requiring. Like I said, Kathy Ciccarelli has done this quote before, I don't know if any of you have participated in the past, but it's essentially the same, same quote we used before. If you have any questions, you got our experts here (referring to 2 DOT technicians sitting in), I'll let them answer any questions that you may have. (Laughter in the distance)

**(CONVERSATION STARTS FROM VENDOR(S) WITH DOT TECH'S AND AGENTS)**

Vendor questions-First of, when did you do the previous bid?

(Kathy responds) It was done, a year ago; a little over a year ago. It was only good for one year because we only ended up with one vendor

Vendor questions-Who was the vendor

Kathy responds-Fiber Solutions

Vendor questions-Are they still under contract?

Kathy responds-they can yes, because they can continue under contract until we issue a new one.

Vendor questions-Is that the reason why you are re-bidding?



Kathy-Oh no, because it was only good for one year that was the stipulation; that was the only way we could get it approved to the Board; we do like competition; they (Board) don't like us to go with just one vendor; but we had no choice at that point.

Vendor (questioning himself) were we sleeping when that went out? Oops! (Loud laughter in background)

Chris- Yes, we (as the county) are always looking for competition.

Vendor asks- Was the same option applicable in the previous bid; the 4 year bid extension?

Chris and Kathy-No, it wasn't.

Kathy- We had to change it; it was originally, but when we couldn't qualify two people; we had actually had 3 bidders total,

Chris-It's very rare, almost all of our quotes are always one year contracts with 4 one year renewals and that's based on mutual agreement.

Vendor- so that's not in place with the previous quote?

Chris-No, most of our quotes are always one year contracts with 4 one year renewals

Vendor-But the previous one wasn't?

Kathy- Originally it was, it was, but when it came down to the end, we only could qualify one vendor, okay

Vendor-right

Kathy- and the Board does not like just one vendor, they want some competition, so they approved it for one year only.

Chris-Again, my Director was talking to me this morning and was asking if we're going to have any competition; and I guess she remembered what Kathy is saying. And I said there are two gentlemen in the meeting room, one from PCS and the other is Black Box.

Vendor-That's a start.

Chris-So, she said okay, and I said Kathy had told me Fiber Solutions had been doing it previously, that should be 3 then. At least three.

Kathy-Were your friends from Kent quote? I know they were interested, I'm surprised they-

Vendor? –I'm sure they will be bidding on this

Chris-Yes, I know we sent some stuff to them, I had their card

Vendor- They aren't EWP? Are you aware of that?

Chris-Oh, they're not an EWP

Vendor-not reporting it; will that just be evaluated there?

Chris-That will be evaluated; like that Maint. Traffic certificate, we find people have trouble getting that sometimes

Vendor- Right.

Chris-especially landscaping, they don't want to bother, not required in State law.

Vendor-I gotcha ya

Kathy-Like I said, it is a free playing field? Because this is a little different.

Vendor-yeah, we're all the same kind of company

Vendor-First of all, the extension of prices are to be based on a quantity of more?

Chris-Let's turn to that page; let's take a look at it. Fiber Optic Cable, is that a good example?

Vendor-Every one of them; there's no quantity listed

Chris? –No there's no quantity; just a per plus and stall? (Did not understand)

Vendor- And then we just add up these prices to get the total?

Chris-Yes

Vendor (chuckles) I just want to make sure I understood that correct.

Chris-We get to our goal; trying to find our low bidder; a lot of times we'll do stuff just to evaluate the bid. So we can come up with the low bidder.

Vendor-Gotcha ya

Vendor-Um, in trying to price this, under; page 18; option D, Labor to repair to conduit pull boxes and connectors and then labor to repair fiber and all that. It says materials provided by Lee County, I know that in my many travels, Labor I'm assuming, is that suppose to be labor and equipment? Because equipment to do certain types of conduit

repairs is MUCH different to do labor to do other types of conduit repairs. I would hope that the type of conduit repairs we're talking about something?? Trenchery to it, we go hand dig it and put a?? in it; but I can tell you; I've had to put in drains, well points, because the conduits are 7-8 feet deep; that's a HUGE difference. It's about knowing what you're;

Chris-Its says there DOT is going to provide the materials

Vendor-That's not the equipment; you know what I'm talking about? (Probably looking at the techs? ) There's a BIG difference in fixing somebody pressing full box (not sure what he said) and somebody cutting something that was direction of ordinance 6 feet deep.

Chris-According to this, all we're asking for is your labor. If they try to tell you, you have to provide equipment, well, we'll have to adhere to the spec, and we said Labor.

Vendor- I'm just getting that straight; a guy (something) my truck that's one thing, but if you got to do well points, and back hoething? That's new good; that's a bit difficult.

Kathy-yeah, this is just basic, basic, is all they want; is what your labor rate per hour.

Vendor- So the county will provide the equipment?

Kathy-Or you would provide; you would be quoting each job; okay each job is different; they realize that; so you would be out there pulling each job

Vendor-So each job is job to job basis (mumbling)

Kathy-right, they just want a basis of your labor rate

Chris-and that's an optional thing.

Kathy-yeah; if we have to call you in for something extra to do this, then they have your labor rate.

Chris- That wont' figure in the basis of the award; it's just an optional thing; the basis will be that grand total

Vendor-You mentioned; that it was for Traffic and/or other departments somewhere; is it currently used only for Traffic or are you guys running cable for other agencies?

DOT Tech-Yes, some of the fiber we're pulling will be used by other agencies with the same conduit

Vendor-Are you going under the same sheet or separate cables?

DOT Tech-We're still working that out, um, some of it will be separate cable and or separate conduits; but most of our conduits works all together

Vendor-So the idea is depends on what the use of the department is

DOT Tech-Right, depends on the security of each cable

Vendor-Right

Kathy-We also have a (mumbling) crew that does all of our computers; mumbling...

Vendor-we're very familiar with (mumbling)

Kathy-continues-cannot understand; talking too low.

Vendor-Speaking with the prices; let's go over to (pages shuffling) page 16 Fiber Bays; we got the term coming fiber bay panel with 6 connectors; can you tell me what you really mean about that?

Vendor-fiber patch cuppers; because cuppers are not connectors? Cause you have a connector right up above it.

Dot Tech?-hmm

Vendor- I'm thinking someone has helped you with the wrong terminology, I think that's what you're really talking about; but the way this reads, you're talking about a cabinet, with somebody put a 6 connectors in there.

Dot Tech?-that's a good point (mumbling...)

Vendor-We like everyone to be on the up and up; we'll help educate everybody; the cabinet and it's the receiver for the connector; which is called the copper panel, different from the connector

Dot Tech -Big difference in product

Vendor-yes, and that's why I like to be clear on what we're talking about

Dot Tech?-That I know what you're talking about and I don't know the exact terminology

Vendor-I would suggest-

Dot Tech?-Well, they have the-

Vendor-I think that's what you're thinking-you got the connector right up above it

Dot Tech?-On the next page they have the rack mount with coupler panels; will that be different-

Vendor-same kind of thing, except it's fiber bay could be senses of 6 and the 12, I would suggest that that's a wall mount; It's kind of the way I read it.-but-although you got a wall mount right under here-

Dot Tech?-hmm mm

Vendor-Now there also are, just so you know, there are preterminated six fiber modules; okay; that is the coupler panel with the? Already done in the back of it; that we just place on the trunk cable-Again, different language; I'm just trying to see what you're really trying to get at so I know how to price that item properly

Dot Tech-Well we probably need a clarification on that

Chris-Okay; in order to do this; once they go back and talk to their folks, they'll have to give me a corrected page 16 and I will send out an addendum to all people who have picked up this package and I'll put an addendum up on our website so we can have a correction for page 16 and possibly I guess page 17, I think.

(A lot of mumbling; don't understand)

Vendor-Did anybody; consultant, help you guys at all? Or did you guys just go-

Kathy-mumbles something?

Dot tech? -Yeah

Dot Tech-Richard Epps did this many years ago

Kathy-mumbling-a year

Dot Tech-yeah

Kathy-just before he retired

Somebody?-you got coming specified in here, Mark? I mean talk to Lisa to get her to help you with some language, you know Lisa?

Dot Tech-Lisa??

Vendor?-Watts? She a coming rep to Florida. I would suggest she could help you; if you really want to use and you specify them everywhere, I 'm sure, they'll do it for free; they'll take a look at it and help you with some of that language

Dot Tech-hmm mm

Vendor-I could tell you how to get in touch with her if you'd like

Dot Tech?-

Chris-That might be helpful

Vendor-I mean, I'm just trying to help you-407-786-9271

Dot Tech-That's Lisa Watts?

Vendor-hmm-W-a-t-t-s, she's the corning engineer of Florida

Dot Tech??-As far as your question for fiber bays, now you're the fiber bay panels, the 6 connectors, as far as connectors, that's different terminology; than couplers?

Vendor-Probably-don't you think? I mean-

Chris-And, because we do have the opening set for July 18<sup>th</sup>, I'd need to get your revisions rather quick because I have got to send out an addendum to everyone who picked up the package-

Dot Tech-right

Chris-and I don't know how many there are; I don't think there will be too many; but

Vendor-you just four (chuckles)

Chris- Yes, maybe four, but I don't want to delay the opening; I'd like to keep it on track if I could.

Dot tech-for the 18<sup>th</sup>?

Chris-I'd certainly appreciate it if we can get back to me as quickly as possible

Vendor-I've got a couple of more questions if you don't mind. The cable specs that you have here...

Chris-What page?

Vendor-It's your Attachment A, goes right after 34, page 35, alright; when you read the top of that, the second line, (?)For halogen, that is a fiber cable that is to be used inside mostly in? Applications in computers. We're going outside; I think you'd want the DOT standard-loose? Dry blocks cable, which we're using all over DOT

Kathy-We could possibly be doing some, I think that-

Dot Tech-some inside work

Kathy-yeah; and we're just trying to cover all

Vendor-Could we just, say that we could use for everyone applies; for outside; we need to use the outside cable; but for inside; we need to use the inside cable and we can make that assumption

Kathy-right

Vendor-So can we make that assumption? Because that's a HUGE difference in price, HUGE difference in price. How do we price them?

Dot Tech-Well if you go to Attachment B- mumbling?-you just kind of

Vendor-for the installation?

Dot Tech-right

?-that way we could tell how much not to pull and all that

Dot Tech-right, they do talk about the plumbing inside; (mumbling some more) you're specifically looking at the type of cable?

Vendor-Yes because that's what we're pricing up there; and um, pricing by the cable and when you get the 288 zero halogen, I priced it out; and it's a substantial amount here.

Kathy-Most of this was based on what you would use on DOT

Vendor-I mean I'm sure it is; but it conflicts what's here

Kathy-well that was put in there for reference

Vendor-so should we just make that, in the addendum, make that reference; and then if it happens to be something; you would go out-

Chris-What would you like my addendum to cover?

Vendor-The fiber optic cable would be based on the corning loose 2 dry block mount side plans specifications

Chris-okay; you guys, want just go ahead and me give you that to the other changes you're going to make

(Vendor, dot tech, Chris-mumbling about the changes)

Vendor-you talk about; there's actually a reference in back of the spec; it talks about the installation of the cable, and it mentions in conduit, I just want to make sure that the conduit is not required in the cost of these cables; all conduits should be existing; it's way back in the DOT standards. I just want to make sure none of that is included in the cost of the cable. We do work all around that state; and there are some counties that that item includes messenger cable, if we were to go aerial cable, there's messenger cable; that's a BIG difference; that's 2 processes.

Kathy-I think that would depend on the job; so I think all they're asking for right now is cable, we're not trying to get too technical; we just wanna-

Vendor-Well, I'm getting back to what someone says back here; we got installation; but the Dot under 6-11 says something different; I want to make sure nobody comes back and points to that spec and says; oh no, it's this way you have to do that too.

Kathy-If they need to have the work; then that would be part of his job

(A lot of talking at once-can't understand)

Vendor-another one, page 17, item #29-the, what size? We recently lost a neighboring county project to one of the firms you mentioned on this very issue. You have a cable that says 288 fiber in here; what -of course a cabinet can do a 288 fiber compared to 6 fiber; is a huge difference; especially when you price it times 1; or that times 1 weighs in the whole factor; you're talking about something that's a couple of hundred dollars and something that's a thousand dollars times one. Cuts you right out of the job.

Other vendor?-so you want them to specify what size?

Kathy-we're just looking for the plain basic; we're not going fancy-

Vendor-No this is not-we got 8 different size of cable here; Is it Gene? I think Gene will agree with me, if you go to a 12 fiber bay compared to a 144 fiber bay—HUGE difference. My issue here is; if you've got a cabinet here; and then you say, hey, you've got a fiber bay; and somebody works up a work order; cause that's what we do all around we go thru our contracts with our clients; but if two of these are is a 12 fiber and we're putting in a 144 fiber on that particular project and we got an issue with that—how are we suppose to evaluate that in your bid; and be fair to our-to try to be low bid for you; I want to be low competitive bid; but in the same token I don't want to be hosed a year from now; when somebody says, Oh we're running a 144 fiber; and I put in a 12 fiber price. It's a big deal. At this point we're guessing, Gene and I.

Chris-That needs to be defined



Vendors-please; I would suggest that go from 2 items; put in a 12, 48, 96 make that four items each; it makes it real easy, Rich, if you come in a year from now you want to do a work order; and you know you just ran a 12 fiber; you just put two of these two of those.

DOT Tech- so let's just clarify you're suggestion on-

Vendor-17? Where you got item 29, I would suggest that it reads; rack mount coupler panel, 24 fiber. Then a new line

Dot Tech-like the cable

Vendor- yes sir, exactly, something to give us-

Chris-Okay it looks like 16, 17 pages are going to need a little work on. And we need a statement about the cable.

Vendor-Also on 17, up above of Fiber trays; item 28, Ring Cut Fusion Strand; and 27 is fusion splicing per strand- does anybody why did they do that and what are they trying to get?

Dot Tech-I think the Ring Cut is a different splice than your typical cuts

Vendor-But what are you trying to get?

Dot Tech-

Vendor-It's the same thing except for the prep Rich, and what I'm trying to determine; where is item 27 to be used?

Dot Tech- as far as going in

Vendor-correct, it's the same process.

Chris-looks like 27 and 28 are a bit confusing

Vendor-yes

Dot tech-well this is kind of new as far as the ring cuts, I do know as far as, we were talking about another project; because some of the cable come in and they're cut-you know in the cabinet; another piece of cable goes out; I think the difference; as far as ring cut cable comes in it's not cut.

Vendor-That's a wrong term (don't understand what he said afterwards)

Tape finished-

# ATTACHMENT

9

## TIMELINE-Q-060449-TRAFFIC CABLE AND INSTALLATION

- 5/08/06 Project assigned to Purchasing Agent for processing.
- 6/13/06 The final draft of specification approved by department.
- 6/15/06 Post cards sent to vendors on bidders list and posted on internet.
- 7/06/06 Pre-bid conference held-attendees included: Precision Contracting and Black Box Network Services.
- 7/07/06 Addendum #1 faxed to all potential quoters.
- 7/18/06 Quote opening held for Q-060449-attendees included: Kent Technologies
- 7/19/06 The tabulation sheet was posted on bulletin board and internet today.
- 9/05/06 Recommendation of award was received from D.O.T.
- 9/07/06 Notice of Intent to Award sent to quoters.
- 9/12/06 Received Intent to File a Protest from Kent Technologies.
- 9/22/06 Formal Written Protest received from Kent Technologies.
- 9/29/06 Protest hearing scheduled.

## SYNOPSIS OF 9/29/06 PROTEST HEARING

At the Dispute Committee Meeting, Tom Esch and Walter Hedman from Kent Technologies, Inc. made a presentation outlining their reasons for filing the bid protest. Rodney A. Lavoie of Fiber Solutions of S.W. Florida addressed the issues raised by Kent Technologies, Inc. The Committee Members were afforded the opportunity to ask questions of the participants. A motion was then made to deny the protest and uphold the recommendation to award the quotation to Fiber Solutions of S.W. Florida as the low quoter meeting specifications. The motion was seconded and carried by a 3-0 vote of the Dispute Committee.

The issue under discussion was the lack of the Extended Warranty Partner Certificate, which the specifications required (page 27/section Corning Cable item B.).

Kent Technologies contended that they had a valid Extended Warranty Program in effect and were fully authorized to extend the Extended Warranty Program to its customers.

Fiber Solutions of S.W. Florida countered that they were the only Corning recognized Extended Warranty Program Member with an official certificate documenting this designation.

The Dispute Committee responded that Fiber Solutions was the only recognized vendor with the required certificate from Corning and that Kent Technologies only had access to engineering services available from Corning at the present time. Kent Technologies is apparently in the process of qualifying for a certificate. The Dispute Committee also addressed the issue that neither vendor saw fit to attend the pre-bid were if there was a problem with the required certificate the issues could be addressed.

It was also brought to the attention of the Dispute Committee that the Corning Website displays a list of their certified Extended Warranty Program members and the list did not include Kent Technologies, Inc.