

AMENDMENT NO. 4
TERM CONTRACT #Y11-1010-LC
SUMMIT BROADBAND, INC

Effective Date: April 8, 2015

The agreement is changed as follows:

- a. The subject contract is hereby renewed for the period April 8, 2015 through April 7, 2016 at the same terms, conditions, and prices.

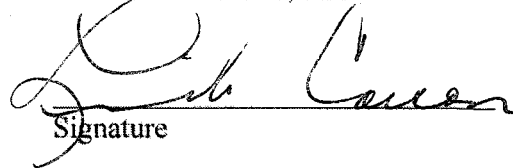
All other terms and conditions remain unchanged.

SUMMIT BROADBAND, INC.

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA



Signature



Signature

RICHARD PARDI

Printed/Typed Name

Linda Carson, C.P.M.

CEO

Title

Sr. Purchasing Agent

11/24/14

Date

12-10-14

Date

AMENDMENT NO. 4
TERM CONTRACT #Y11-1010-LC
SUMMIT BROADBAND, INC

Effective Date: April 8, 2015

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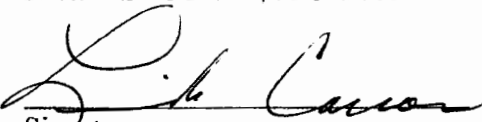
All other terms and conditions remain unchanged.

SUMMIT BROADBAND, INC.

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA



Signature



Signature

RICHARD PARRY

Printed/Typed Name

Linda Carson, C.P.M.

CEO

Title

Sr. Purchasing Agent

11/24/14

Date

11-24-14

Date

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TERM CONTRACT #Y11-1010-LC
SUMMIT BROADBAND, INC

Effective Date: April 8, 2015

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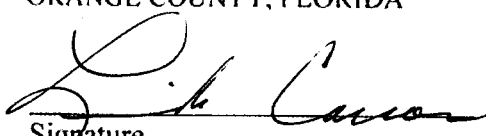
All other terms and conditions remain unchanged.

SUMMIT BROADBAND, INC.

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA



Signature



Signature

RICHARD PARDY

Printed/Typed Name

Linda Carson, C.P.M.

CEO

Title

Sr. Purchasing Agent

11/24/14

Date

11-24-14

Date

AMENDMENT NO. 3
TERM CONTRACT #Y11-1010-LC
SUMMIT BROADBAND, INC

Effective Date: April 8, 2014

The agreement is changed as follows:

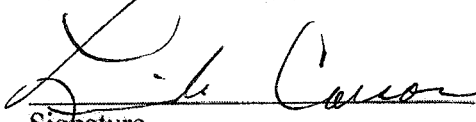
- a. The subject contract is hereby renewed for the period April 8, 2014 through April 7, 2015 at the same terms, conditions, and prices.

All other terms and conditions remain unchanged.

SUMMIT BROADBAND, INC.

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA


Signature


Signature

ANDREW KESSLER
Printed/Typed Name

Linda Carson, C.P.M.

Sr VP
Title

Sr. Purchasing Agent

6/11/14
Date

6-17-14
Date

AMENDMENT NO. 2
TERM CONTRACT #Y11-1010-LC
SUMMIT BROADBAND, INC


Effective Date: April 8, 2013

The agreement is changed as follows:

- a. The subject contract is hereby renewed for the period April 8, 2013 through April 7, 2014 at the same terms, conditions, and prices.

All other terms and conditions remain unchanged.

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA



Signature

Linda Carson, C.P.M.

Sr. Purchasing Agent
Title

4-8-13
Date

AMENDMENT NO. 1
TERM CONTRACT #Y11-1010-LC
SUMMIT BROADBAND, INC

Effective Date: April 8, 2012


The agreement is changed as follows:

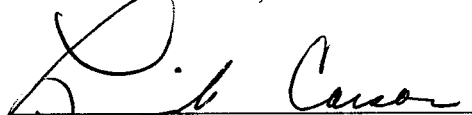
- a. The subject contract is hereby renewed for the period April 8, 2012 through April 7, 2013 at the same terms, conditions, and prices.

All other terms and conditions remain unchanged.

SUMMIT BROADBAND, INC.

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA


Signature


Signature

Andrew Kissenberth
Printed/Typed Name

Linda Carson, C.P.M.

Vice President / GM
Title

Sr. Purchasing Agent

3/5/12
Date

3-6-12
Date



PURCHASING AND CONTRACTS DIVISION

JOHNNY M. RICHARDSON, CPPO, CFCM, Manager

400 E. South Street, 2nd Floor ■ Reply To: Post Office Box 1393 ■ Orlando, Florida 32802-1393

407-836-5635 ■ Fax: 407-836-5899 ■ <http://www.ocfl.net>

**TERM CONTRACT NO. Y11-1010
COMMUNICATION SERVICES**

TO: Summit Broadband Inc.
4558 SW 35th St., Suite 100
Orlando, Florida 32811

This is to inform you that the Orange County Board of County Commissioners hereby enters into a term contract subject to the following:

TERMS AND CONDITIONS

1. Acceptance:

This contract is our acceptance of your offer in response to our **Invitation for Bids No. Y11-1010-LC, Communication Services - Term Contract**, and is subject to all terms and conditions therein.

2. Term of Contract:

- A. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids.
- B. This contract is effective **April 8, 2011**, and shall remain in effect through **April 7, 2012**. The estimated contract award for this period is \$55,800.00.
- C. This contract may be renewed upon mutual agreement as provided in the Invitation for Bids. Any amendments to this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Purchasing and Contracts Division to be valid, binding, and enforceable.
- D. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

3. Ordering against Contract:
 - A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for delivery.
 - B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners.

4. Taxes:

The County has the following tax exemption certificates assigned.

- A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;
 - B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.
5. Invoicing:
 - A. Invoices must be submitted, in duplicate, referencing this contract number and the Delivery Order to:

Orange County Court House
P O Box 4934 Suite 510
Orlando, FL 32802-4934

Orange County Sheriff's Office
2500 W. Colonial Drive
PO Box 1440
Orlando, Florida 32805

Orange County Convention Center
West Complex, Central Receiving
5300 Test Circle Drive, Suite 200
Orlando, Florida 32819

Regional Computing Center
4300 South John Young Parkway
Orlando, FL 32839


Orange County Emergency Operations Center
6590 Amory Court
Winter Park, Fl. 32792

B. Invoices against this contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bids.

6. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**

BY



Linda Carson, C.P.M.
Purchasing and Contracts Division

DATE

4-6-11

February 17, 2011

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

IFB #Y11-1010-LC

COMMUNICATION SERVICES

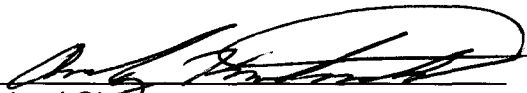
ADDENDUM NO.1

The Invitation for Bids is change as follows:

BID PROPOSAL FORM, page 25 through page 29, has been **replaced** in its entirety.

ACKNOWLEDGEMENT OF ADDENDA

- a. The bidder/proposer shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of the bid or proposal.
- b. Receipt acknowledged by:



Authorized Signer

3-2-11

Date Signed

VP/cm

Title

SUMMIT BIDDING AND INC.

Name of Bidder/Proposer

Issue Date: February 9, 2011

INVITATION FOR BIDS #Y11-1010-LC

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Orange County, Florida, is accepting sealed bids for:

**COMMUNICATIONS SERVICES
TERM CONTRACT**

Sealed bid offers in an **original** and **three (3) copies** for furnishing the above will be accepted up to **2:00 PM** (local time), **Thursday, March 3, 2011**, in the Purchasing and Contracts Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Copies of the bid documents may be obtained from the Orange County Purchasing and Contracts Division at the above address. Copies may be requested by phoning (407) 836-5635 or faxing a request to (407) 836-5899. Solicitations are also available for downloading from the Internet at orangecountyfl.net.

Johnny M. Richardson, CPPO, CFCM
Manager, Purchasing and Contracts Division

NOTICE TO BIDDERS/OFFERORS

To ensure that your bid/proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Linda Carson, Senior Purchasing Agent at (407) 836-5548.

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GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

These specifications constitute the complete set of specification requirements and bid forms. The bid proposal page(s), and all forms listed on the bid proposal page(s) shall be completed, signed, and sealed in an envelope **bearing the bid number** on the outside and mailed or presented to the Purchasing and Contracts Division on or before the specified time and date. Failure to comply with the preceding requirements shall result in the rejection of the bid.

Bids submitted by telephone or telegram shall not be accepted. Also, faxed bids are not acceptable. Faxed bids shall be rejected as non-responsive **regardless of where the fax is received.**

It is the sole responsibility of the bidder to ensure that his or her bid reaches the Purchasing and Contracts Division. All bids, proposals or quotations, unless otherwise specified, must be delivered to the following address not later than the time and date specified in the solicitation:

Purchasing and Contracts Division
Internal Operations Centre II
400 E. South Street, 2nd Floor
Orlando, FL 32801

Bidders are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

The County shall not be responsible for delays caused by any occurrence. The time/date stamp clock located in the Purchasing and Contracts Division shall serve as the official authority to determine lateness of any bid. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. Such bids will be returned to the vendor unopened. The decision to refuse to consider a bid or proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).

All bids must be typewritten or filled in with pen and ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the bid.

Bidders shall not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, ten (10) days after bid opening, or upon recommendation for award, whichever occurs first. Bidders desiring to view these documents are urged to schedule an appointment.

For information concerning this bid, please contact the Purchasing and Contracts Division at the address listed above or by calling (407) 836-5635. Please specify the bid number for which you are inquiring.

2. FEDERAL AND STATE TAX

Orange County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Manager, Purchasing and Contracts Division will sign an exemption certificate submitted by the successful bidder. Vendors or contractors doing business with Orange County shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any vendor/contractor be authorized to use the County's Tax Exemption Number in securing such materials.

3. ACCEPTANCE/REJECTION/CANCELLATION

Orange County reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the County, will be in the best interest of and/or the most advantageous to the County. Orange County also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. Orange County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. Orange County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid. Award will be made to the lowest responsive and responsible bidder as determined by the County.

Orange County reserves the right, and the Manager of Purchasing and Contracts Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

4. NO BID

Where more than one item is listed, any items not bid upon must be indicated "NO BID".

5. CONFLICT OF INTEREST

The award is subject to provisions of applicable State Statutes and County Ordinances. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Orange County. Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the bidder's firm or any of its branches. Should the awarded bidder permanently or temporarily hire any

County employee who is, or has been, directly involved with the bidder prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

6. LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility.

1. Vendors doing business with the County are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
2. Minority/Women Business Enterprises (M/WBE) indicates a business entity of which 51% or more is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Blacks, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian. Businesses wishing to participate in the County procurement process as an M/WBE are required to complete a certification application to attain recognition as such. You may contact the Purchasing and Contracts Division or the Business Development Division for information and assistance.

7. UNIFORM COMMERCIAL CODE (APPLICABLE ONLY FOR THE PURCHASE OF GOODS)

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded vendor/contractor and Orange County for any terms and conditions not specifically stated in this Invitation for Bid.

8. MISTAKES

In the event of extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the bidder's total will be corrected accordingly. Bidders must check their bid proposal where applicable. Failure to do so will be at the bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.

9. AVAILABILITY OF FUNDS

The obligations of Orange County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners, or other specified funding source for this procurement.

10. EEO STATEMENT

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the Vendor shall abide by the following provisions:

- (a) The Vendor shall represent that the Vendor has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- (b) The Vendor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.
- (c) The provisions of the prime contract shall be incorporate by the Vendor into the contracts of any applicable subcontractors.

11. BID TABULATION AND RESULTS

Bid tabulations shall be available upon written request ten (10) days after opening. Requests may be faxed to (407) 836-5899. Bid opening results will also be available at the following website:
<http://apps.ocfl.net/orangebids/bidresults/results.asp>

12. BID FORMS

All bid proposals must be submitted on our standard Invitation for Bids Form. Bid proposals on vendor quotation forms will not be accepted.

13. FLORIDA PREFERENCE

In the event this Invitation for Bids is to acquire personal property and the lowest responsive and responsible bid submitted in response to this invitation for bids, is by a bidder whose principal place of business is in a state other than Florida and such state or political subdivision thereof grants a preference for the purchase of personal property to a person whose principal place of business is in such state, then Orange County Florida may award a preference to the lowest responsive and responsible bidder having a principal place of business within the State of Florida. Such preference shall be equal to the preference granted by the state in which the lowest responsive and responsible bidder has its principal place of business. This section shall not apply to transportation projects in which Federal aid funds are used.

Any bidder whose principal place of business is outside the State of Florida must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. Reference Florida Statutes 287.084.

14. RECIPROCAL IN-STATE PREFERENCE

In the event the lowest responsive and responsible bid submitted in response to any Invitation for Bids is by a bidder whose principal place of business is in a County other than Orange County, and such County grants a bid preference for purchases to a bidder whose principal place of business is in such County, then Orange County may award a preference to the (next) lowest responsive and responsible bidder having a principal place of business within Orange County Florida. Such preference shall be equal to the preference granted by the County in which the lowest responsive and responsible bidder has its principal place of business.

15. POSTING OF RECOMMENDED AWARD AND PROTESTS

The recommended award will be posted for review by interested parties at the Purchasing and Contracts Division and at <http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain posted for a period of five full business days. Failure to file a protest to the Purchasing and Contracts Manager by 5:00 PM on the fifth full business day period shall constitute a waiver of bid protest proceedings. Additional information relative to lobbying and protests can be found at the following site:

Orange County Lobbyist Regulations General Information -
<http://www.ocfl.net/Portals/0/Resources/Internet/govern/Lobbying/docs/200814.pdf> and <http://www.ocfl.net/protest>

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the successful bidder. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The Board of County Commissioners may void any contract where the County Mayor, one of more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

16. BID AND RELATED COSTS

By submission of a bid, the bidder agrees that all costs associated with the preparation of his/her bid will be the sole responsibility of the bidder. The bidder also agrees that the County bears no responsibility for any costs associated with the preparation of the bid and/or any administrative or judicial proceedings resulting from the solicitation process.

17. CONTRACTUAL AGREEMENT

This Invitation for Bids shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), bid document and response. Any and all legal actions associated with this Invitation for Bids and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

18. PUBLIC ENTITY CRIME

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

19. DRUG-FREE WORKPLACE FORM

The Drug-Free Workplace Form, attached hereto, must be submitted prior to award of the bid. **Failure to submit this form prior to award of the bid shall result in rejection/disqualification of your bid. Failure to certify the firm has a drug-free workplace in accordance with Florida Statute 287.087 shall result in rejection/disqualification of your bid.**

20. SUBCONTRACTING

Bidders subcontracting any portion of the work shall state name and address of subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors Form".

21. CONFLICT OF INTEREST FORM

Bidder shall complete the Conflict of Interest Form attached hereto and submit it with their bid.

22. ETHICS COMPLIANCE

The following forms are included in this solicitation and shall be completed and submitted as indicated below:

- a. **Orange County Specific Project Expenditure Report -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in Section 2-351, Orange County Code.** This form shall be completed and submitted with any bid, proposal or other

response to an Orange County solicitation. The bidder, proposer or responder to the solicitation shall not be awarded a contract unless this form has been completed and submitted. Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning this form is attached for your information.

- b. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with the applicable bid, proposal or response to an Orange County solicitation. No contract award will be made unless this form has been completed and submitted. Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning this form is attached for your information.

23. SUBMISSION OF BID

The bid must be mailed or hand delivered in a sealed envelope to:

ORANGE COUNTY PURCHASING & CONTRACTS DIVISION

Internal Operations Centre II
400 E. South Street, 2nd Floor
Orlando, Florida 32801

Bidders must indicate on the sealed envelope the following:

- A. Invitation for Bids Number**
- B. Hour and Date of Opening**
- C. Name of Bidder**

Bids received in the **PURCHASING AND CONTRACTS DIVISION** after the time and date specified, due to failure to identify the envelope with the above information shall be rejected.

24. COPIES

Copies of documents, records, materials, and/or reproductions upon request will be charged in accordance with Orange County's fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

25. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

Prospective bidders who feel the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must contact the Purchasing and Contracts Division upon receipt of this Invitation for Bids and prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Invitation for Bids.

26. VENDOR ASSISTANCE WITH SPECIFICATIONS

Any prospective bidder which assisted the County in developing or writing the specifications contained herein are requested to so note such on the bid proposal page of their bid response.

27. PAYMENT TERMS/DISCOUNTS

The County's payment terms are in accordance with Florida Statute 218, Florida Prompt Payment Act. Cash discounts for prompt payment will not be considered in determining the lowest net cost for bid evaluation purposes.

28. PATENTS AND ROYALTIES

Unless otherwise provided, the bidder shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of the contract resulting from this Invitation for Bids.

The Contractor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Contractor. If such a claim is made, the Contractor shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

29. INDEMNIFICATION

To the fullest extent permitted by law, the VENDOR shall defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the VENDOR or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the COUNTY.

30. CLARIFICATIONS

It is the bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Invitation for Bids. Lack of understanding and/or misinterpretation of any portions of this Invitation for Bid shall not be cause for withdrawal of your bid after opening or for subsequent protest of award. Bidder's must contact the Purchasing and Contracts Division, at the phone number on the bid cover sheet or by fax at (407) 836-5899 or by mail **prior** to bid opening, should clarification be required. It is recommended such requests for clarifications from the County be faxed.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

31. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

32. SUCCESSORS AND ASSIGNS

The County and the vendor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the vendor shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the vendor.

33. PRICING/AUDIT

The awarded contractor shall establish and maintain a reasonable accounting system, which enables ready identification of contractor's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the contractor or its subcontractors as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the contractor's place of business. This right to audit shall include the contractor's subcontractors used to procure goods or services under the contract with the County. Contractor shall ensure the County has these same rights with subcontractor(s) and suppliers.

34. EMPLOYEES OF THE CONTRACTOR

All work under this contract shall be performed in a professional and skillful manner. The County may require, in writing, that the contractor remove from this contract any employee the County deems incompetent, careless, or otherwise objectionable.

35. TOBACCO FREE CAMPUS

Effective January 1, 2010, virtually all Orange county operations under the Board of County Commissioners will effectively become tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

36. CONTRACT CLAIMS

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor/Consultant against the County relating to a particular contract shall be submitted to the Purchasing and Contracts Manager in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor/Consultant believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor/Consultant."

Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.

The decision of the Purchasing and Contracts Manager shall be issued in writing and shall be furnished to the Contractor/Consultant. The decision shall state the reasons for the decision reached. The Purchasing and Contracts Manager shall render the final decision within sixty (60) days after receipt of Contractor's/Consultant's written request for a final decision. The Purchasing and Contracts Manager's decision shall be final and conclusive.

The Contractor/Consultant shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of Purchasing and Contracts.

SPECIAL TERMS AND CONDITIONS

1. QUALIFICATION OF BIDDERS

The bid shall be awarded to a responsible, responsive bidder, qualified by experience to provide the work. Bidders must meet the following requirements:

- A. Only vendors that own and operate their own network are eligible to respond to this bid.
- B. The Orange County Courthouse and the Sheriff Central Complex both already have a Bright House MetroEthernet network connection; therefore, Bright House is excluded from bidding for these locations.
- C. The Orange County Convention Center already has an AT&T MetroEthernet network connection; therefore, AT&T is excluded from bidding for this location.
- D. The Regional Computing Center and Emergency Operation Center both already have AT&T and Bright House MetroEthernet network connection; therefore, AT&T and Bright House are excluded from bidding for these locations.

Failure to submit the above requested information may be cause for rejection of your bid.

2. LICENSES AND PERMITS

Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded vendor to obtain, at no additional cost to Orange County, any and all licenses and permits required to complete this contractual service. These licenses and permits shall be readily available for review by the Manager, Purchasing and Contracts Division or his/her designee.

3. BID ACCEPTANCE PERIOD

A bid shall constitute an irrevocable offer for a period of ninety (90) days from the bid opening date or until the date of award, whichever is earlier. In the event that an award is not made by the County within ninety (90) days from the bid opening date, the Bidder may withdraw his bid or provide a written extension of his bid.

4. AWARD

Award shall be made on an "Item-by-Item" basis to the lowest responsive and responsible bidder.

5. **POST AWARD MEETING**

Within ten (10) days after receipt of notification of award of bid, Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

6. **F.O.B. POINT**

The F.O.B. point shall be installed at the location(s) specified herein.

7. **PERFORMANCE**

Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be no later than sixty (60) calendar days from receipt of delivery order. Bids which fail to meet this requirement shall be rejected.

It is hereby understood and mutually agreed to by and between parties hereto that the time of performance is an essential condition of this contract.

If said vendor shall neglect, fail or refuse to provide the services within the time herein specified, then said vendor does hereby agree as part of the consideration for the awarding of this contract, to pay Orange County the sum extended by the County to contract for like services approved by the Purchasing and Contracts Division for the period from the required scheduled commencement date until performance of services covered in the Invitation for Bids is completed.

The vendor shall, within five (5) calendar days from the beginning of such delay, notify the Manager, Purchasing and Contracts Division in writing of the cause(s) of the delay.

8. **TERMINATION**

A. **Termination for Default:**

The County may, by written notice to the (vendor/contractor/consultant), terminate this contract for default in whole or in part (delivery orders, if applicable) if the (vendor/contractor/consultant) fails to:

1. provide products or services that comply with the specifications herein or fails to meet the County's performance standards
2. deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. make progress so as to endanger performance of this contract
4. perform any of the other provisions of this contract.

Prior to termination for default, the County will provide adequate written notice to the (vendor/contractor/consultant) through the Manager, Purchasing and Contracts, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Contractor in accordance with the County's Procurement Ordinance. The contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

In the event of termination by the County for any cause, the vendor will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the vendor shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work
- C. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
- D. Continue and complete all parts of that work that have not been terminated.

If the (vendor's/contractor's/consultant's) failure to perform the contract arises from causes beyond the control and without the fault or negligence of the (vendor/contractor/consultant), the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. Termination for Convenience:

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination shall provide the contractor thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

9. SAFETY REGULATIONS

Equipment must meet all State and Federal safety regulations for grounding of electrical equipment.

10. CODES AND REGULATIONS

The awarded vendor must strictly comply with all Federal, State and local building and safety codes.

11. PAYMENT

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed invoice, with supporting documents if required. Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act. Payment for accepted equipment/supplies/services will be accomplished by submission of an invoice, in duplicate, to:

Orange County Court House
P O Box 4934 Suite 510
Orlando, FL 32802-4934

Orange County Sheriff's Office
2500 W. Colonial Drive
PO Box 1440
Orlando, Florida 32805

Orange County Convention Center
West Complex, Central Receiving
5300 Test Circle Drive, Suite 200
Orlando, Florida 32819

Regional Computing Center
4300 South John Young Parkway
Orlando, FL 32839

Orange County Emergency Operations Center
6590 Amory Court
Winter Park, Fl. 32792

In the event additional County Departments or other public entities utilize this contract, invoices are to be sent directly to the Department or entity placing the order.

12. SAFETY AND PROTECTION OF PROPERTY

The Vendor/Agency shall at all times:

- Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
- Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.
- Take all reasonable precautions to prevent damage or loss to property of Orange County, or of other vendors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.
- Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:
 - Occupational Safety and Health Act (OSHA)
 - National Institute for Occupational Safety & Health (NIOSH)
 - National Fire Protection Association (NFPA)
 - American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)
- The Vendor/Agency must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address listed below:

<http://www.OCFL.net/SafetyAndHealthManual>

13. INSURANCE REQUIREMENTS

Vendor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by vendor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by vendor under this contract.

The vendor shall require and ensure that each of its sub-contractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

1. Workers' Compensation - The vendor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County. **Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any vendor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).**
2. Commercial General Liability - The vendor shall maintain coverage issued on **the most recent version of the ISO form as filed for use in Florida or its equivalent**, with a limit of liability of not less than \$500,000 per occurrence. Vendor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.
3. Business Automobile Liability - The vendor shall maintain coverage for all owned; non-owned and hired vehicles issued on **the most recent version of the ISO form as filed for use in Florida or its equivalent**, with limits of not less than \$500,000 per accident. In the event the vendor does not own automobiles the vendor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

By entering into this contract, vendor agrees to provide a waiver of subrogation in favor of the County for the workers' compensation and a waiver of transfer of rights of recovery in favor of the County for general liability policies as required herein. When required by the insurer or should a policy condition not permit the vendor to enter into a pre-loss agreement to waive subrogation without an endorsement, then vendor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Vendor agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.

Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.

Prior to execution and commencement of any operations/services provided under this contract the vendor shall provide the County with current certificates of insurance evidencing all required coverage. **In addition to the certificate(s) of insurance the vendor shall also provide a blanket (Exhibit B) or specific (Exhibit C) Additional Insured Endorsement and all Waiver of Subrogation (Exhibit D) or Waiver of Transfer of Rights of Recovery (Exhibit E) endorsements for each policy as required above.** For continuing service contracts renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the vendor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically reference the respective contract number.

The certificate holder shall read:

Orange County Board of County Commissioners
Purchasing & Contracts Division
400 E. South Street
Orlando, Florida 32801

14. CONTRACT TERM/RENEWAL

- A. The contract resulting from this Invitation for Bids shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for four (4) additional twelve (12) month periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.
- B. The initiating County department(s) shall issue delivery orders against the term contract on an "as needed" basis.
- C. If the quantity of a unit priced item in this contract is an estimated quantity and the actual quantities ordered are more than 50% above the estimated quantity, the County shall enter into negotiations with the vendor for a lower unit price which will be incorporated into the contract. Failure of the contractor to agree to a reduced unit price may result in the termination of the contract and resolicitation of the requirement.
- D. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the vendor within the time specified in the order. The contract shall govern the vendor's and the County's rights and obligations with respect to that order to the extent as if the order were completed during the contract's performance period.

15. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award**43. BID PREFERENCE**

The Orange County M/WBE Ordinance sets minimum annual contract dollar participation goals for minority/women business enterprise firms as follows: Goods – 10% and Services – 24%. As part of this program, vendors are required to complete the attached Schedule of Subcontracting Form listing **ALL** subcontractors (majority, women and minority) their firm will utilize in fulfillment of the requirements of this solicitation.

Also, in accordance with the County M/WBE Ordinance, award of this Invitation for Bids may be made to the lowest responsive and responsible certified Minority/Women Business Enterprise bidder as long as that bid does not exceed the percentages listed below:

8% on bid awards up to \$100,000; 7% on bid awards from \$100,000 to \$500,000; 6% on bid awards from \$500,000.01 to \$750,000.00; 5% on bid award from \$750,000.01 to \$2,000,000; 4% on bid awards from \$2,000,000.01 to \$5,000,000; or 3% on bid awards over \$5,000,000.01.

16. CHANGES - SERVICE CONTRACTS

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of Performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, a price proposal will be required from the contractor. Upon negotiation of the proposal, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The Contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Purchasing and Contracts Division. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

17. CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS

It is hereby made a part of this Invitation for Bids that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Orange County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Vendor/contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed or a private citizen, on a first priority basis. The County expects to pay contractual prices for all products or services required during an emergency situation. Vendor/contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

18. REQUIREMENTS CONTRACT

This is a Requirements Contract and the County shall order from the Contractor all of the supplies and/or services specified in the contract's price schedule that are required to be purchased by the County. If the County urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the Contractor will not accept an order providing for accelerated delivery, the County may acquire the goods or services from another source.

Except as this contract may otherwise provide, if the County's requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

SPECIFICATIONS

The vendor will become the second MetroEthernet service provider for the Orange County Courthouse, Sheriff Central Complex and Orange County Convention Center. The new Ethernet connections will provide redundancy for the existing network. The redundancy requirement is for diversity, meaning two or more different vendors providing two or more different networks.

Requirements:

1. The Ethernet circuit must use the awarded vendors network exclusively, end-to-end. This includes the local loops.
2. All the BCC IP traffic will be routed by the BCC using OSPF or static route.
3. The location that is provisioned in this bid must be on the same layer-2 logical network, so that "any to any" logical connections can be made between BCC routers using 802.1Q in 802.1Q encapsulation.
4. The BCC traffic between locations will be partitioned into different BCC VLANs. These BCC VLANs will be passed end-to-end through the vendor's network to the BCC routers via 802.1Q tunneling. (802.1Q in 802.1Q encapsulation)
5. There must be no limits on the quantity of different of 802.1Q tagged frames sent by the BCC. (unlimited frame tags)
6. The BCC traffic between locations will implement CISCO QOS features to separate IP telephone, IP data and IP video traffic.
7. The vendor will pass the QOS IP packets and related VLANs end-to-end without changing the QOS or VLANs.
8. The circuit must be available 24 hours per day, 7 days per week. A 1-800 support hot line must also be available 24 hours per day, 7 days per week.
9. **The vendor must inform the appointed Orange County BCC representative within 30 minutes after a problem is logged as to the cause of the problem and provide an estimated repair time.**
10. **The maximum acceptable time for resolution of the problem shall not exceed two (2) hours. In the event that repair time exceeds two hours, the monthly bill shall be pro-rated and the County shall receive credit for all down time experienced.**

LOCATIONS:

1. Orange County Courthouse
435 N. Orange Ave.
Orlando, FL 32801

Network requirements:

The awarded vendor shall supply one (1) 1000mb Ethernet (Gigabit Ethernet) full-duplex connection.

The BCC will provide a CISCO router and a 1000mb full-duplex connection. Fiber-optic interface is required for the connection to the existing CISCO router.

2. Sheriff Central Complex
2500 W. Colonial Drive
Orlando, FL 32804

Network requirements:

The awarded vendor shall supply one (1) 100mb Ethernet (Gigabit Ethernet) full-duplex connection.

The BCC will provide a CISCO router and a 100mb full-duplex connection. Fiber-optic interface is required for the connection to the existing CISCO router.

3. Orange County Convention Center
9400 Universal Blvd.
Orlando, FL 32819

Network requirements:

The awarded vendor shall supply one (1) 100mb Ethernet (Gigabit Ethernet) full-duplex connection.

The BCC will provide a CISCO router and a 100mb full-duplex connection. Fiber-optic interface is required for the connection to the existing CISCO router.

4. Regional Computing Center
4300 South John Young Parkway
Orlando, FL 32839

Network requirements for this location:

The awarded vendor shall supply one (1) 1000mb Ethernet (Gigabit Ethernet) full-duplex connection at this location.

The BCC will provide a CISCO router and a GIGABIT 1000mb full-duplex connection at this location.

Fiber-optic interface is required for the connection to the existing CISCO router.

5. Orange County Emergency Operations Center
6590 Amory Court
Winter Park, FL 32792

Network requirements for this location:

The awarded vendor shall supply one (1) 1000mb Ethernet (Gigabit Ethernet) full-duplex connection at this location.

The BCC will provide a CISCO router and a GIGABIT 1000mb full-duplex connection at this location.

Fiber-optic interface is required for the connection to the existing CISCO router.

**BID PROPOSAL FORM
IFB #Y11-1010-LC**

The contractor shall provide all labor and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Proposal Form, inclusive of overhead, profit and any other costs.

<u>LOT NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE PER MONTH</u>	<u>TOTAL BID</u>
1.	<u>Orange County Courthouse</u> 1000mb Ethernet connection installed, and including the local loop, as specified.	<u>\$ NO BID</u> /mo. x 12	<u>\$ NO BID</u> *
		ONE TIME INSTALLATION COST	<u>\$ NO BID</u>
		TOTAL BID - LOT 1	<u>\$ NO BID</u>
2.	<u>Sheriff Central Complex</u> 100mb Ethernet connection installed, and including the local loop, as specified.	<u>\$ NO BID</u> /mo. x 12	<u>\$ NO BID</u> *
		ONE TIME INSTALLATION COST	<u>\$ NO BID</u>
		TOTAL BID - LOT 2	<u>\$ NO BID</u>
3.	<u>Orange County Convention Center</u> 100mb Ethernet connection installed, and including the local loop, as specified.	<u>\$ 950.00</u> /mo. x 12	<u>\$ 11,400.00</u> *
		ONE TIME INSTALLATION COST	<u>\$ 0</u>
		TOTAL BID - LOT 3	<u>\$ 11,400.00</u>

*NOTE: THIS SHALL BE THE TOTAL PRICE FOB DESTINATION INSTALLED

Summet Broadband Inc
Company Name

4. Regional Computing Center \$ 1,850.⁰⁰ /mo. x 12 \$ 22,200.⁰⁰*
1000mb Ethernet connection
installed, and including
the local loop, as
specified.

ONE TIME INSTALLATION COST \$ 0

TOTAL BID OF ITEM # 4 \$ 22,200.⁰⁰

5. Orange County Emergency \$ 1,850.⁰⁰ /mo. x 12 \$ 22,200.⁰⁰*
Operations Center
1000mb Ethernet connection
installed, and including
the local loop, as
specified.

ONE TIME INSTALLATION COST \$ 0

TOTAL BID OF ITEM # 5 \$ 22,200.⁰⁰

TOTAL BID OF ITEMS 1, 2, 3, 4, and 5 \$ 55,800.⁰⁰

IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

Performance shall be not later than sixty (60) calendar days After Receipt of Order (ARO) per Special Terms and Conditions #7.

Inquiries regarding this Invitation for bids may be directed to Linda Carson, Senior Purchasing Agent, at telephone number (407) 836-5548.

Bid Response Documents - The following documents constitute your bid:

- A. Bid Proposal, Authorized Signatories/Negotiators, Drug-Free Workplace, Conflict/Non-Conflict of Interest Form, Schedule of Sub-Contracting, and current W9, Relationship Disclosure Form and Orange County Specific Project Expenditure Report. **Please make sure forms are signed where required.**
- B. Qualifications of Bidders information, per Special Terms and Conditions #1.

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: SUMMIT BROADBAND INC

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID/PROPOSAL.

TIN#: 26 465 6527 D-U-N-S®# 021517415

Address: 4558 SW 35TH ST ORLANDO
(Street No. or P.O. Box Number) (Street Name) (City)

ORANGE FL 32811
(County) (State) (Zip Code)

Contact Person: ANDREW KESSLERBERTH

Phone Number: 407 310 4060 Fax Number: 407 996 8912

E-mail Address: AKESSLERBERTH@SUMMIT-BROADBAND.COM

EMERGENCY CONTACT

Emergency Contact Person: ANDREW KESSLERBERTH

Telephone Number: 407 310 4060 Cell Phone Number: 407 310 4060

Residence Number: 407 310 4060

AUTHORIZED SIGNATORIES/NEGOTIATORS

The bidder or proposer represents that the following persons are authorized to sign bids, proposals, negotiate and/or sign contracts and related documents to which the bidder will be duly bound:

Name _____ Title _____ Telephone Number/E-Mail _____

ANDREW KESSELBERTH GM 4073104060 AKESSELBERTH@SUMMIT-
BROADBAND.
COM
RICARDO PARDY CEO+PRES 4079961184 RPARDY@SUMMIT-BROADBAND.
COM

 _____ 3-2-11
(Signature) (Date)

VP/GM

(Title)

SUMMIT BROADBAND LLC

(Name of Business)

The bidder/offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

____ Sole Proprietorship ____ Partnership ____ Non-Profit
____ Joint Venture X Corporation

State of Incorporation: FLORIDA

Principal Place of Business (Florida Statute Chapter 607): ORLANDO/ORANGE/FLORIDA
City/County/State

Federal I.D. or Social Security number is 264656527

ACKNOWLEDGEMENT OF ADDENDA

The bidder/proposer shall acknowledge receipt of any addenda issued to the solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid or proposal. Failure to acknowledge an addendum that has a material impact on the solicitation may negatively impact the responsiveness of your bid or proposal. Material impacts include but are not limited to changes to specifications/scope of work, delivery time, performance period, quantities, bonds, letters of credit, insurance, qualifications, etc.

Addendum No. 1, Date 2/17/11 Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that Summet Broadband Inc does:
Name of Business

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, 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 Paragraph 1.
4. In the statement specified in Paragraph 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 Florida Statute 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 Paragraphs 1 thru 5.

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


Bidder's Signature

3-2-11
Date

SCHEDULE OF SUBCONTRACTING
IFB NO. Y11-1010-LC

As specified in Section 22 of the General Terms and Conditions and the Bid Preference Clause in the Special Terms and Conditions, bidders are to present the details of subcontractor participation.

Name Of Subcontractor	Address	Type of Work to be Performed	Percent of Contract Amount to be Subcontracted
WIRING TECHNOLOGY	1015 SUNSHADE LN #100 ALTAMONTE SPRS FL 32714 17533 DEER ISLE CR	OUTSIDE + INSIDE CABLING, ENGINEERING OUTSIDE + INSIDE	50%
WILLIAMS FABRICATES	WINSTON GARDNER FL 34787	CABLING, ENGINEERING	50%

Company Name: Summit Broadcasting, Inc

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

SUMMIT BROADBAND LLC
COMPANY NAME


AUTHORIZED SIGNATURE

ANDREW KISSENBERTH
NAME (PRINT OR TYPE)

VP/EN
TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

RELATIONSHIP DISCLOSURE FORM

This form shall be completed by the bidder, offer or, quoter or respondent or his/her agent (when accompanied by an agent authorization form on file with the County) and is required be submitted to the Purchasing and Contracts Division by the bidder, offer or, quoter or respondent or his/her agent prior to contract award.

In the event any information provided on this form should change, the applicant(s) should file an amended form on or before the date of project consideration before the appropriate board or body.

PART I. BID/PROPOSAL INFORMATION

Name of Bidder, Proposer or Responder: SUMMIT BROADBAND INC

Solicitation No: #Y11-1010-LC

Business Address (Street/P.O. Box, City and Zip Code): 4558 SW 35th ST
ORLANDO, FL 32811

Business Phone (407) 996 1165

Facsimile (407) 996 8912

PART II

IS THE BIDDER/PROPOSER OR ANY PERSON INVOLVED IN THIS PROJECT A RELATIVE OR BUSINESS ASSOCIATE OF THE MAYOR OR MEMBER OF THE BCC?

___ Yes No

IS THE MAYOR OR ANY MEMBER OF THE BCC YOUR EMPLOYEE?

___ Yes No

IS ANY PERSON WITH A BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR MEMBER OF THE BCC?


___ Yes No

If you responded yes to any of the above questions, please state with whom and explain the relationship: _____

PART III ORIGINAL SIGNATURE REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 3-2-11


Signature

ANDREW KISSNER
Print Name and Title

Failure to complete and submit this form with you bid, proposal or response may render it non-responsive.

FREQUENTLY ASKED QUESTIONS (FAQ)

Relationship Disclosure Form

Updated 11-26-08

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

The Relationship Disclosure Form (OC CE 2P) is implemented as a part of the Local Code of Ethics to ensure that all procurement items presented to the County include information on each bidder, offeror, quoter or respondent as to their relationship with the Mayor or members of the BCC. The form will be a part of the back up information for your item.

WHAT INFORMATION SHOULD BE DISCLOSED ON THIS FORM?

A relationship disclosure form should be filed with the box checked "YES" and the relationship described if the bidder, offeror, quoter, respondent or any person involved with the solicitation is a *business associate* of the Mayor or any member of the BCC; if any person involved with the solicitation has a beneficial interest in the outcome of the matter and is a business associate with the Mayor or any member of the BCC; in cases where the bidder, offeror, quoter, respondent or any person involved with the solicitation is a *relative* of the Mayor or any member of the BCC; and in those cases where the Mayor or any member of the BCC is an *employee* of the bidder, offeror, quoter, respondent or any person involved with the solicitation.

HOW ARE THE RELEVANT TERMS DEFINED?

Business Associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venturer, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. (s.112.312(4)), Florida Statutes, and s. 2-452(b), Orange County Code)

Relative means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. (s. 112.312(21), Florida Statutes)

Employee means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (Please see s. 440.02(15), Florida Statutes, for further details on this definition.)

WHAT IF THE ANSWER IS “YES”?

The information on this form is available to the BCC and this form will accompany the item as back up.

WHEN DO I FILE THE RELATIONSHIP DISCLOSURE FORM?

In most cases this form will be collected at the time you submit your procurement-related forms. However, response to a bid will not be deemed unresponsive if this form is not included in the initial submittal packet to the Purchasing Division.

CAN I UPDATE THE RELATIONSHIP DISCLOSURE FORM?

Yes, you may. In fact, updates to the Relationship Disclosure Form remain a continuing obligation of the bidder.

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This form should be completed in full and filed with all bids, proposals, quotes or other responses to the Orange County Solicitation and shall remain cumulative. Amendments to the initial report shall also be submitted to the Purchasing and Contracts Division.

Part I

Please complete the following:

Name and Address of Principal or Principal's Authorized Agent: N/A

Name and Address of Lobbyist, consultants, contractors, if any: N/A

Part II

Expenditures:

An "expenditure" is defined to mean a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying, as this term is defined in section 2-351, Orange County Code. The term "expenditure" does not include contributions or expenditures reported pursuant to chapter 106, FS, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4). (s.112.3215, FS) Do not disclose professional fees paid by the principal to his/her lobbyist for the purpose of lobbying. (s.2-354, Orange County Code)

The following is a complete list of all lobbying expenditures incurred by the principal or his/her authorized agent, his/her lobbyist, and/or his/her contractors, if applicable, expended in connection with the above-referenced project or issue:

Date of Expenditure	Name of Payee	Description of Expenditure	Amount Expended
			\$
			\$
			\$
			\$
			\$

Specific Project Expenditure Report (December 16, 2008)

If continued on a separate sheet, please check here _____

Total Expenditures this Report: \$ 0


Date of this Report: 3-2-11

Solicitation # Y11-1010-LC

Part III

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I further acknowledge and agree to comply with the requirement of section 2-354 of the Orange County code to amend this specific project expenditure report for any additional expenditure incurred related to this solicitation prior to the scheduled Board of County Commissioner meeting. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 3-2-11



Signature of Principal or Principal's Authorized Agent
(*check appropriate box*)

Failure to complete and submit this form with your bid, proposal or response may render it non-responsive.

FREQUENTLY ASKED QUESTIONS (FAQ)

Specific Project Expenditure Report

Updated 12-16-08

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

In summary the Specific Project Expenditure Report (SPR) is a report of all lobbying expenditures incurred by the principal and his/her agent and the principal's lobbyist, contractors, and consultants, if applicable, for certain projects or issues that will come before the Board or County Commissioners (BCC). Do not disclose professional fees paid by the principal to his/her lobbyist for the purpose of lobbying. (s.2-354, Orange County Code). Projects that are specifically exempt from the SPR requirement include ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by county staff, and some procurement items. (Reference s. 2-354(b), County Code)

WHAT IS LOBBYING?

The County Code defines "Lobbying" to mean communicating directly with the County Mayor, any member of the BCC, or with the member of a County procurement committee or communicating indirectly with the Mayor or any other member of the BCC by directing the communication to a staff member of the Mayor or member of the BCC, the County Administrator, any deputy or assistant county administrator, the County Attorney, any county department director, or any county division manager.

In all cases, Lobbying is activity which seeks to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, consultant, contractor, recommendation, decision or other foreseeable action of the BCC and will include all communication whether oral, written or electronic and whether initiated by the lobbyist or by the person being lobbied. (Reference s. 2-351, County Code) Lobbying does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee.

WHO FILES THE SPR?

The principal or his/her authorized agent will complete the SPR. Section 2-351, County Code, defines a Principal as the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist. Principal may also include those persons, partnerships, joint ventures, trusts, associations, corporations, limited liability corporations, or other entities where they or their employees do not qualify as a lobbyist but do perform lobbying activities on behalf of a business in which they have a personal interest. For purposes of filing an SPR, principal does not include governmental entities.

WHAT IS AN EXPENDITURE?

Section 112.3125, Florida Statutes, defines "Expenditure" to mean "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. The term "expenditure" does not include contributions or expenditures reported pursuant to chapter 106 or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4)." Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (Reference s.2-354, County Code)

HOW DO I FILE THE SPR?

The BCC requests only one original, signed, cumulative SPR be filed that documents all lobbying expenditures incurred for each specific project or item that will come before the BCC. The SPR must be prepared and contain the original signature of the principal or his/her authorized agent, must be filed with the County Department processing your application, and will remain a part of the application packet for your project or item. (Reference s. 2-354(b), County Code)

WHEN DO I FILE THE SPR?

In most cases the SPR will be collected with your other application forms. The final, cumulative SPR should be filed with the County Department processing your application no less than seven (7) days prior to the scheduled BCC agenda date. (Reference s. 2-354(b), County Code)

CAN I UPDATE THE SPR?

Yes, you may. In fact, all updates to the SPR remain a continuing obligation of the principal or his/her authorized agent and, where an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR should be filed prior to the scheduled BCC meeting. An amended SPR should be filed with the County Department where the original application, including SPR, was filed.

If additional expenditures occur after the final amended SPR is filed and within 7 days of your BCC hearing date, an update to the SPR must then be verbally presented to the BCC if your item is a discussion item or is set for a public hearing. If your item is on the consent agenda and an update occurs within 7 days of the BCC meeting, the item will be pulled from the consent agenda to be considered at a future meeting. (Reference s. 2-354(b), County Code)

WHERE DO I FILE THE SPR AND SUBSEQUENT UPDATES?

The SPR and any update to the SPR should be filed with the County Department processing your application. The SPR and any updates must be filed no less than 7 days prior to your BCC hearing date. (Reference s. 2-354(b), County Code)

